UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 15, 1995

BALL CORPORATION
(Exact name of registrant as specified in its charter)

Indiana
(State or other jurisdiction of incorporation)

1-7349	35-0160610
(Commission File Number)	(IRS Employer Identification No.)

345 South High Street, Muncie, IN 47307-0407
Address of principal executive office) (Zip Code)

Registrant's telephone number, including area code (317) 747-6100

BALL CORPORATION
FORM 8-K
Dated September 29, 1995

Item 2. Acquisition or Disposition of Assets.

On September 15, 1995, Ball Glass Container Corporation, a Delaware corporation ("Ball Glass") and wholly-owned subsidiary of Ball Corporation, an Indiana corporation ("Ball"), sold substantially all of its assets (representing Ball's glass food and beverage container manufacturing business) to Ball-Foster Glass Container Corporation, a Delaware limited liability company ("Ball-Foster") for an aggregate purchase price of approximately $320 million in cash, subject to adjustment in certain circumstances. Ball-Foster is a newly formed Delaware limited liability company. Ball indirectly owns 42 percent of the interests of Ball-Foster while 58 percent of the ownership interests of Ball-Foster are owned, indirectly, by Company de Saint-Gobain, a French corporation ("Saint-Gobain"). The assets of Ball Glass were acquired by Ball-Foster pursuant to an Asset Purchase Agreement dated as of June 26, 1995, among Ball-Foster, Ball Glass and Ball (the "Ball Glass Purchase Agreement"). For a complete description of the terms of the Ball Glass Purchase Agreement, reference is made to such agreement, which is filed herewith as Exhibit 2.1 and incorporated herein by reference. Concurrently with the disposition of the assets of Ball Glass, Ball Glass contributed $180.6 million to Ball-Foster in respect of its ownership interest in Ball-Foster.

Concurrently with the above-described transactions, Ball-Foster acquired substantially all of the assets of the Foster Forbes glass division ("Foster Forbes") of American National Can Company, a subsidiary of Pechiney, S.A., a French corporation, for an aggregate purchase price of $680 million in cash, subject to adjustment in certain circumstances.

In connection with the formation of Ball-Foster, indirect subsidiaries of Ball and Saint-Gobain entered into a Limited Liability Company Agreement, dated as of June 26, 1995 (the "LLC Agreement"). The LLC Agreement provides, among other things, for the governance and management of Ball-Foster, distributions to members and funding of capital requirements in certain circumstances, restrictions on transfer and rights of first refusal with respect to certain transfers of members' interests, certain put and call rights with respect to

Ball's interest in Ball-Foster and certain registration rights under Federal and state securities laws with respect to Ball's interest in Ball-Foster. For a complete description of the terms of the LLC Agreement, reference is made to such agreement, which is filed herewith as Exhibit 2.2 and incorporated herein by reference.

Financing for the acquisitions of the assets of Ball Glass and Foster Forbes by Ball-Foster was provided through capital contributions of Ball and Saint-Gobain of $180.6 million and $249.4 million, respectively, and through a $400 million term loan facility and a $245 million revolving credit facility provided to Ball-Foster by Saint-Gobain. The assets acquired by Ball-Foster had been used by Foster Forbes and Ball Glass in the business of manufacturing glass food and beverage containers and are expected to continue to be used in such business after the closing of the acquisitions described above.

Ball estimates that it will incur a charge of up to $75 million after tax (up to $2.50 per share) in the third quarter of 1995 in connection with the sale of the assets of Ball Glass. The actual amount of the charge may vary depending on the resolution of certain post-closing adjustments and other matters relating to the transaction.

Item 7. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

It is impracticable at this time to provide the audited historical financial statements of Ball Glass Container Corporation and the Foster-Forbes glass operations of American National Can as required by this Item 7(a). In accordance with Item 7(a)(4) of Form 8-K, audited financial statements for the fiscal years ending December 31, 1993 and 1994 and unaudited interim financial statements will be filed by amendment to this Form 8-K as soon as practicable but no later than November 30, 1995.

(b) Pro forma financial information.

It is impracticable at this time to provide the pro forma financial information required by this Item 7(b). In accordance with Item 7(b) of Form 8-K, pro forma financial information will be filed by amendment to this Form 8-K as soon as practicable but no later than November 30, 1995.

(c) Exhibits.

2.1 Asset Purchase Agreement dated June 26, 1995 among Foster Ball, L.L.C, Ball Glass Container Corporation and Ball Corporation.

2.2 Foster Ball, L.L.C. Amended and Restated Limited Liability Company Agreement dated June 26, 1995 among Saint-Gobain Holdings I Corp., BG Holdings I, Inc. and BG Holdings II, Inc.

99.1 Press Release dated September 18, 1995 issued by Ball Corporation.

See Exhibit Index.

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/ R. David Hoover

R. David Hoover
Executive Vice President and
Chief Financial Officer

Date: September 27, 1995

BALL CORPORATION
FORM 8-K
Dated September 29, 1995

EXHIBIT INDEX

Exhibit Description

EX-2.1	Asset Purchase Agreement dated June 26,1995 among Foster Ball, L.L.C., Ball Glass Container Corporation and Ball Corporation. Registrant agrees to furnish supplementally a copy of any omitted schedule to the Commission upon request.
EX-2.2	Foster Ball, L.L.C. Amended and Restated Limited Liability Company Agreement dated June 26, 1995 among Saint-Gobain Holdings I Corp., BG Holdings I, Inc. and BG Holdings II, Inc. Registrant agrees to furnish supplementally a copy of any omitted schedule to the Commission upon request.
EX-99.1	Press Release dated September 18, 1995 issued by Ball Corporation.

Exhibit 2.1

ASSET PURCHASE AGREEMENT

dated as of

June 26, 1995

among

FOSTER BALL, L.L.C.

BALL GLASS CONTAINER CORPORATION

and

BALL CORPORATION

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ASSET PURCHASE AGREEMENT

AGREEMENT dated as of June 26, 1995 among BALL CORPORATION, an Indiana corporation ("Ball"), BALL GLASS CONTAINER CORPORATION, a Delaware corporation and a wholly owned subsidiary of Ball ("Seller"), and FOSTER BALL, L.L.C. a Delaware limited liability company ("Buyer").

W I T N E S S E T H

WHEREAS, Seller conducts a business which is engaged in designing, developing, manufacturing, marketing and selling glass bottles and jars (excluding perfume and pharmaceutical bottles) (the "Business");

WHEREAS, Buyer desires to purchase and Seller desires to sell substantially all of the assets of the Business from Seller, and, in connection therewith, Buyer is willing to assume substantially all of the liabilities (with certain exceptions specified below), upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 Definitions. (a) The following terms, as used herein, have the

following meanings:

"Accounting Referee" means Arthur Andersen & Co., or if such firm declines to act in such capacity, such other firm of independent nationally recognized accountants chosen and mutually accepted by Buyer and Seller.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person; provided that for purposes of this Agreement (i) Buyer shall not be deemed an Affiliate of Seller or Ball and (ii) neither Seller nor Ball shall be deemed an Affiliate of Buyer. For purposes of this definition, the term "control" (including its correlative meanings, the terms "controlling", "controlled by" and "under common control with") as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Ancillary Agreements" means (i) the Transition Services Agreement, (ii) the Technology Licensing Agreements, (iii) the Noncompetition and Cash Settlement Agreement, (iv) a lease to be entered into by Ball or Seller, as landlord, to Buyer, as tenant, of the facility described in Section 2.2(f) in form and substance satisfactory to the parties, and (v) the Assignment and Assumption Agreement substantially in the form attached as Exhibit A.

"Balance Sheet" means the audited balance sheet of the Assets and Assumed Liabilities, excluding Assets and Assumed Liabilities relating to Madera and excluding any deferred tax assets and deferred tax liabilities (other than with respect to Madera), as of December 31, 1994, together with the notes thereto, which Balance Sheet shall reflect any assets transferred after December 31, 1995 but before May 29, 1995 from the facilities located in Asheville, North Carolina and Okmulgee, Oklahoma which are to be included in the Assets.

"Balance Sheet Date" means December 31, 1994.

"Ball Members" means, together, BG Holdings I, Inc. and BG Holdings II, Inc.

"Base Net Fixed Assets" means $235,162,000, which amount shall be adjusted (to the extent necessary) to represent property, plant, equipment and other fixed assets at cost, less accumulated depreciation, in each case as shown on the Balance Sheet.

"Base Trade Working Capital" shall be calculated by the parties to their reasonable satisfaction in accordance with Annex III.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banking institutions in New York City, New York are authorized to close.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time and any rules or regulations promulgated thereunder.

"Closing Balance Sheet" means an audited balance sheet of the Assets (including the equipment purchased pursuant to Section 2.2(a)(iii)) and the Assumed Liabilities, excluding Assets and Assumed Liabilities relating to Madera and excluding any deferred tax assets and deferred tax liabilities (other than with respect to Madera), as of the close of business on the Closing Date, together with the notes thereto.

"Closing Date" means the date of the Closing.

"Closing Net Fixed Assets" means property, plant, equipment and other fixed assets at cost, less accumulated depreciation, in each case as reflected on the Closing Balance Sheet; provided that none of such property, plant and equipment or other fixed assets shall have been re-valued since the Balance Sheet Date.

"Closing Trade Working Capital" means current assets less current liabilities, in each case as reflected on the Closing Balance Sheet, except as modified by Annex III.

"Confidentiality Agreements" means (i) the Confidentiality Agreement between Ball and Saint-Gobain Emballage dated October 21, 1994, as amended as of November 9, 1994 and (ii) the Confidentiality Agreement between Lehman Brothers, Inc. (as financial advisor to, and on behalf of, Seller and Ball) and Compagnie de Saint-Gobain dated March 14, 1995, as amended as of such date.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and governmental restrictions, whether now or hereafter in effect, relating to the environment, the effect of the environment on human health or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic,

radioactive or hazardous substances or wastes into the environment, including without limitation ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic, radioactive or hazardous substances or wastes or the clean-up or other remediation thereof.

"Environmental Liabilities" means any and all liabilities of or relating to Seller (including any entity which is, in whole or in part, a predecessor of Seller), whether vested or unvested, contingent or fixed, actual or potential, known or unknown, other than Excluded Environmental Liabilities, which (i) arise under or relate to matters covered by Environmental Laws including without limitation any matters disclosed or required to be disclosed in Schedule 3.23 hereto and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date.

"Environmental Permits" means all permits, licenses, authorizations, certificates and approvals of governmental authorities relating to or required by Environmental Laws and necessary or proper for the Business as currently conducted.

"Excluded Environmental Liabilities" means any and all liabilities of or relating to Seller (including any entity which is, in whole or in part, a predecessor of Seller), whether vested or unvested, contingent or fixed, actual or potential, known or unknown, which (i) arise in connection with or are in any way related to: (x) any off-site Environmental Liabilities of the Business, the Assets or the Real Property (including without limitation off-site disposal); (y) any liabilities related to the clean-up, remediation or investigation of the soil and groundwater contamination at the Carteret facility in New Jersey; and (z) any liability related to the clean-up, remediation or investigation of soil and groundwater contamination at the El Monte facility in California, and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date.

"Final Net Fixed Assets" means Closing Net Fixed Assets (i) as shown in Seller's calculation delivered pursuant to Section 2.8(a), if no notice of disagreement with respect thereto is delivered pursuant to Section 2.8(b) or (ii) if such a notice of disagreement is delivered, (A) as agreed by the parties pursuant to Section 2.8(c) or (B) in the absence of such agreement, as shown in the Accounting Referee's calculation delivered pursuant to Section 2.8(c); provided that Final Net Fixed Assets shall not in any event be more than Seller's calculation of Closing Net Fixed Assets delivered pursuant to Section 2.8(a) nor less than Buyer's calculation of Closing Net Fixed Assets delivered pursuant to Section 2.8(b).

"Final Trade Working Capital" means Closing Trade Working Capital (i) as shown in Seller's calculation delivered pursuant to Section 2.8(a) if no notice of disagreement with respect thereto is delivered pursuant to Section 2.8(b) or (ii) if such a notice of disagreement is delivered, (A) as agreed by the parties pursuant to Section 2.8(c) or (B) in the absence of such agreement, as shown in the Accounting Referee's calculation delivered pursuant to Section 2.8(c); provided that Final Trade Working Capital shall not in any event be more than Seller's calculation of Closing Trade Working Capital delivered pursuant to Section 2.8(a) nor less than Buyer's calculation of Closing Trade Working Capital delivered pursuant to Section 2.8(b).

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Hazardous Substances" means any toxic, radioactive, corrosive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, regulated under Environmental Laws.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Intellectual Property Right" means any trademark, service mark, trade name, service name, invention, patent, trade secret, know-how, copyright, (including any registration or applications for registration of any of the foregoing) or any other similar type of proprietary intellectual property right, in each case which is owned or licensed by Seller or any Affiliate of Seller and used or held for use primarily in the Business.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"LLC Agreement" means the Limited Liability Company Agreement of Buyer.

"Madera" means the Madera Glass Company, a California corporation.

"Madera Balance Sheet" means the audited balance sheet of Madera as of December 31, 1994, together with the notes thereto.

"Madera Base Net Fixed Assets" means $19,835,000, which amount represents property, plant, equipment and other fixed assets at cost, less accumulated depreciation of Madera, in each case as of December 31, 1994.

"Madera Base Trade Working Capital" shall be calculated by the parties to their reasonable satisfaction in accordance with Annex III.

"Madera Closing Balance Sheet" means an audited balance sheet of Madera as of the close of business on the Closing Date, together with the notes thereto.

"Madera Closing Net Fixed Assets" means property, plant, equipment and other fixed assets at cost, less accumulated depreciation of Madera, in each case as reflected on the Madera Closing Balance Sheet; provided that none of such property, plant and equipment or other fixed assets shall have been re-valued since the Madera Balance Sheet Date.

"Madera Closing Trade Working Capital" means current assets, less current liabilities, in each case as reflected on the Madera Closing Balance Sheet, except as modified by Annex III.

"Madera Final Net Fixed Assets" means Madera Closing Net Fixed Assets (i) as shown in Seller's calculation delivered pursuant to Section 2.8(a) if no notice of disagreement with respect thereto is delivered pursuant to Section 2.8(b) or (ii) if such a notice of disagreement is delivered, (A) as agreed by the parties pursuant to Section 2.8(c) or (B) in the absence of such agreement, as shown in the Accounting Referee's calculation delivered pursuant to Section 2.8(c); provided that Madera Final Net Fixed Assets shall not in any event be more than Seller's calculation of Madera Closing Net Fixed Assets delivered pursuant to Section 2.8(a) nor less than Buyer's calculation of Madera Closing Net Fixed Assets delivered pursuant to Section 2.8(b).

"Madera Final Trade Working Capital" means Madera Closing Trade Working Capital (i) as shown in Seller's calculation delivered pursuant to Section 2.8(a) if no notice of disagreement is delivered pursuant to Section 2.8(b) or (ii) if such a notice of disagreement is delivered, (A) as agreed by the parties pursuant to Section 2.8(c) or (B) in the absence of such agreement, as shown in the Accounting Referee's calculation delivered pursuant to Section 2.8(c); provided that Madera Final Trade Working Capital shall not in any event be more than Seller's calculation of Madera Closing Trade Working Capital delivered pursuant to Section 2.8(a) nor less than Buyer's calculation of Madera Closing Trade Working Capital delivered pursuant to Section 2.8(b).

"Material Adverse Effect" means a material adverse effect on the business, assets, condition (financial or otherwise) or result of operations of the Business taken as a whole.

"1934 Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Net Financial Indebtedness" means, as of any date with respect to any Person, all financial indebtedness (including capitalized lease obligations) of such Person outstanding on such date, minus cash and cash equivalents of such Person on such date.

"Noncompetition and Cash Settlement Agreement" means the Agreement in substantially the form attached as Exhibit B hereto.

"Person" means an individual, corporation, partnership, association, trust, limited liability company or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Reference Balance Sheet" means the balance sheet attached hereto as Annex I.

"Reference Madera Balance Sheet" means the balance sheet attached hereto as Annex II.

"Regulated Activity" means any generation, treatment, storage, recycling, transportation or Release of any Hazardous Substance.

"Release" means any discharge, emission or release, including a Release as defined in CERCLA at 42 U.S.C. ' 9601(22). The term "Released" has a corresponding meaning.

"SGC" means Saint-Gobain Corporation.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are directly or indirectly owned by such Person.

"Technology Licensing Agreements" means one or more license agreements, in form and substance satisfactory to the parties, to be entered into between Buyer and Seller or its Affiliates.

"Transition Services Agreement" means the Transition Services Agreement, in form and substance satisfactory to the parties, to be entered into between Buyer and Seller or its Affiliates.

(b) Each of the following terms is defined in the Section set forth opposite such term:

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ARTICLE 2

PURCHASE AND SALE

SECTION 2.1 Purchase and Sale. Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees, and Ball agrees to cause Seller, to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at Closing, all of Seller's right, title and interest in, to and under the assets, properties and business, of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, owned, held or used primarily in the conduct of the Business by Seller as the same shall exist on the Closing Date, including all assets shown on the Balance Sheet and not disposed of in the ordinary course of business, and all assets of the Business thereafter acquired by Seller other than the Excluded Assets (the "Assets"), including without limitation all right, title and interest of Seller in, to and under:

(a) all owned real property and leases of, and other interests in, real property used or held for use in the conduct of the Business, in each case together with all buildings, fixtures and improvements erected thereon and all easements, rights and interests appurtenant thereto, including without limitation the items listed on Schedule 3.9(a);

(b) all personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, vehicles, rolling stocks, storage tanks, spare and replacement parts, fuel and other tangible property, including without limitation the manufacturing equipment

located at the facilities in Asheville, North Carolina and Okmulgee, Oklahoma identified pursuant to Section 2.2(c) and the items listed on Schedule 3.9(b);

(c) all raw materials, work-in-process, merchandise, finished goods, supplies and other inventories;

(d) all rights under all contracts, agreements, leases, subleases, commitments, sales and purchase orders and other instruments, including without limitation the items listed on Schedule 3.15 (collectively, the "Contracts");

(e) all of the outstanding shares of capital stock of, or other ownership interests in (including without limitation any options or other rights to acquire any shares of capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable for any shares of capital stock, voting securities or other ownership interests in) any Person which are owned by Seller or any of its Affiliates with respect to the Business, including without limitation the Madera Shares but excluding the shares of capital stock of the Ball Members;

(f) all accounts, notes and other receivables of Seller relating to the Business existing on the Closing Date, other than any accounts, notes and other receivables to be paid to Seller from Ball or any Affiliate of Ball;

(g) all petty cash located at operating facilities of the Business ("Petty Cash");

(h) all of Seller's rights, claims, credits, causes of action or rights of set-off against third parties relating to the Assets, including without limitation unliquidated rights under manufacturers' and vendors warranties;

(i) all Intellectual Property Rights, processes, proprietary data, formulae, research and development data, computer software programs and other intangible property and any applications for the same, in each case owned or licensed by Seller or any of its Affiliates and used or held or held for use primarily in the Business, including without limitation the items listed on Schedule 3.19 (but excluding those trademarks and tradenames incorporating the "Ball" name and related logos, except to the extent otherwise agreed by the parties pursuant to Section 5.3);

(j) all transferable licenses, permits or other governmental authorizations affecting, or relating to, the Business, including without limitation the items listed on Schedule 3.16 and Schedule 3.23;

(k) all books, records, files and papers, whether in hard copy or computer format, used primarily in the Business, including without limitation engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, shipping records, invoices, personnel and employment records, and any information relating to Taxes imposed on the Assets; and

(l) all goodwill associated with the Business or the Assets, together with the right to represent to third parties that Buyer is the successor to the Business.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, CONDITION, DESIGN, OPERATION, MAINTENANCE, VALUE OR OTHERWISE WITH RESPECT TO THE ASSETS ARE EXPRESSLY EXCLUDED.

SECTION 2.2 Excluded Assets. (a) Buyer expressly understands and agrees that the following assets and properties of Seller (the "Excluded Assets") shall be excluded from the Assets and shall be retained by Seller:

(i) all of Seller's cash and cash equivalents on hand and in banks except for Petty Cash;

(ii) insurance policies;

(iii) land, buildings, structures, fixtures and improvements thereon in Asheville, North Carolina and Okmulgee, Oklahoma; provided that Buyer may provide written notice within 45 days or, in the case of Asheville, 15 days, after the date of this Agreement identifying the items of manufacturing equipment in the Asheville and Okmulgee buildings and structures that Buyer wishes to acquire and such equipment shall be part of the Assets and not part of the Excluded Assets and the net book value of such equipment shall be included in Final Net Fixed Assets; and provided further that Buyer shall pay all costs associated with the removal of such equipment;

(iv) any Assets sold or otherwise disposed of in the ordinary course of business and not in violation of any provisions of this Agreement during the period from the date hereof until the Closing Date;

(v) any books and records relating primarily to the Excluded Assets or Excluded Liabilities;

(vi) the real property consisting of the facility located at 1509 South Macadonia Avenue, Muncie, Indiana and consisting of building nos. 09, 21, 22, 23, 24 and 25 referred to on Exhibit 1 to Schedule 3.9(a);

(vii)refunds of income, property and similar Taxes relating to Pre-Closing Tax Periods;

(viii) the assets of Seller's Pension Plans; and

(ix) the capital stock of the Ball Members.

(b) Notwithstanding anything herein to the contrary, and for purposes of clarification, the parties hereto agree that the assets set forth on Schedule 2.2(b), which assets are not owned by Seller, shall not constitute part of the Assets.

SECTION 2.3 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of Closing, to assume and shall thereafter pay, perform and discharge all liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, of Seller as of the Closing Date primarily arising out of or relating to the Business, except for the Excluded Liabilities (the "Assumed Liabilities"), including without limitation the liabilities reflected on the Closing Balance Sheet.

SECTION 2.4 Excluded Liabilities. The following liabilities and obligations shall be retained by and remain obligations and liabilities of Seller (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"), and, notwithstanding anything to the contrary in this Article 2, none of the following shall be Assumed Liabilities for the purpose of this Agreement:

(a) any obligation or liability for any income, property, and similar Taxes arising from or with respect to (i) the Assets or the operations of the Business which is incurred in or attributable to a Pre-Closing Tax Period, except any obligation or liability for Tax arising from or with respect to the assets or operation of Madera or (ii) Seller or any of its Affiliates (other than Madera), including without limitation any Taxes arising from or in connection with any of the transactions contemplated by this Agreement or any of the Ancillary Agreements;

(b) any obligation or liability (i) arising in connection with or attributable to Seller Pension Plans or (ii) with respect to any Business Employee that is retained by Seller pursuant to Section 8.5 hereof;

(c) any Excluded Environmental Liability;

(d) any obligation or liability identified as an excluded liability on Schedule 2.4;

(e) any obligation or liability of Seller arising in connection with or attributable to a violation of any applicable antitrust law occurring in or attributable to any period prior to the Closing Date; and

(f) any obligation or liability relating to an Excluded Asset.

SECTION 2.5 Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller thereunder. Seller will use its reasonable best efforts (but without any payment of money by Seller or Buyer) to obtain the consent of the other parties to any such Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may request and Buyer shall cooperate with Seller to obtain Seller's release thereunder (but without the payment of money by Buyer or Seller). If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights or Seller would not be released of its obligations thereunder, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub- contracting, sub-licensing, or sub-leasing to Buyer, or under which Seller would enforce for the benefit of Buyer, with Buyer assuming Seller's obligations, any and all rights of Seller against a third party. Seller will promptly pay to Buyer when received all monies received by Seller with respect to any Asset or any claim or right or any benefit arising thereunder, except to the extent the same represents an Excluded Asset.

SECTION 2.6 Purchase Price; Allocation of Purchase Price. (a) The purchase price for the Assets less Assumed Liabilities (the "Purchase Price") is $320 million in cash. The Purchase Price shall be paid as provided in Section 2.7.

(b) The Purchase Price (plus Assumed Liabilities and plus or minus any

adjustments pursuant to Section 2.9, each to the extent properly taken into account under Section 1060 of the Code) shall be allocated among the Assets as set forth in this Section 2.6(b). As soon as practicable after the Closing Date, Buyer and Seller shall jointly retain a nationally recognized firm to appraise the value of the Assets purchased hereunder. The costs, fees and expenses of such firm shall be borne equally by Buyer and Seller. Buyer and Seller shall agree on the allocation of the Purchase Price (plus Assumed Liabilities and plus or minus any adjustments pursuant to Section 2.9) among the Assets based upon such appraisal in accordance with Code Section 1060 and the regulations promulgated thereunder (the "Allocation"). In the event that Buyer and Seller are unable to agree on such allocation, such allocation shall be determined by the Accounting Referee. The costs, fees and expenses of the Accounting Referee shall be borne equally by Buyer and Seller.

(c) Ball, SGC, Seller and Buyer agree to (i) be bound by the Allocation, (ii) act in accordance with the Allocation in the preparation of financial statements and filing of all tax returns (including, without limitation filing Form 8594 with its Federal income tax return for the taxable year that includes the date of the Closing) and in the course of any tax audit, tax review or tax litigation relating thereto and (iii) take no position and cause their Affiliates to take no position inconsistent with the Allocation for federal and state income tax purposes.

(d) Not later than 30 days prior to the filing of their respective Forms 8594 relating to this transaction, each party shall deliver to the other party a copy of its Form 8594.

SECTION 2.7 Closing. The closing (the "Closing") of the purchase and sale of the Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017 as soon as possible, but in no event later than 10 Business Days, after satisfaction of the conditions set forth in Article 9, or at such other time or place as Buyer and Seller may agree. At the Closing, (a) Buyer shall deliver to Seller an amount equal to the Purchase Price in immediately available funds by wire transfer on the Closing Date to an account designated by Seller, by notice given to Buyer no later than two Business Days prior to the Closing Date.

(b) Seller shall deliver to Buyer such limited or special warranty (or local equivalent) deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary or appropriate to transfer and warrant (by limited or special warranty, or local equivalent) to Buyer all right, title and interest of Seller in, to and under the Assets.

SECTION 2.8 Closing Balance Sheet; Madera Closing Balance Sheet. (a) As promptly as practicable, but no later than 70 Days after the Closing Date, Seller will cause each of the Closing Balance Sheet and the Madera Closing Balance Sheet to be prepared and delivered to Buyer together with (i) an unqualified report of Price Waterhouse, LLP thereon and (ii) a certificate based on each of the Closing Balance Sheet and the Madera Closing Balance Sheet setting forth Seller's calculations of Closing Trade Working Capital and Madera Closing Trade Working Capital (in each case calculated in accordance with Annex III), Closing Net Fixed Assets and Madera Closing Net Fixed Assets. Each of the Closing Balance Sheet and the Madera Closing Balance Sheet shall (i) fairly present the Assets and Assumed Liabilities (excluding Madera) and Madera, respectively, as of the close of business on the Closing Date in accordance with GAAP, (ii) include line items and notes substantially consistent with those in the Balance Sheet and the Madera Balance Sheet and (iii) be prepared in accordance with accounting policies and practices consistent with those used in the preparation of the Balance Sheet and the Madera Balance Sheet, respectively.

(b) If Buyer disagrees with Seller's calculation of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets or Madera Closing Net Fixed Assets delivered pursuant to Section 2.8(a) on the basis that any such calculation was not made in accordance with GAAP consistently applied, Buyer may, within 30 days after delivery of the documents referred to in Section 2.8(a), deliver a notice to Seller disagreeing with such calculation and setting forth Buyer's calculation of such amount or amounts. Any such notice of disagreement shall specify those items or amounts as to which Buyer disagrees, and Buyer shall be deemed to have agreed with all other items and amounts contained in the Closing Balance Sheet and the Madera Closing Balance Sheet and the calculation of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets or Madera Closing Net Fixed Assets delivered pursuant to Section 2.8(a).

(c) If a notice of disagreement shall be duly delivered pursuant to Section 2.8(b), Seller and Buyer shall, during the 15 days following such delivery, use their reasonable best efforts to reach agreement on the disputed items or amounts in order to determine, as may be required, the amounts of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets or Madera Closing Net Fixed Assets. If during such period, Seller and Buyer are unable to reach such agreement, they shall promptly thereafter cause the Accounting Referee promptly to review this Agreement and the disputed items or amounts for the purpose of calculating those items of Closing Trade

Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets and Madera Closing Net Fixed Assets which are in dispute. In making such calculation, the Accounting Referee shall consider only those items or amounts in the Closing Balance Sheet and the Madera Closing Balance Sheet and Seller's calculation of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets and Madera Closing Net Fixed Assets as to which Buyer has disagreed. The Accounting Referee shall deliver to Buyer and Seller, as promptly as practicable, a report setting forth such calculation. Such report shall be final and binding upon the parties hereto. The cost of such review and report shall be borne equally by Seller and Buyer.

(d) Buyer and Seller agree that they will, and agree to cause their respective independent accountants to, cooperate and assist in the preparation of the Closing Balance Sheet and the Madera Closing Balance Sheet and the calculation of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets and Madera Closing Net Fixed Assets and in the conduct of the audits and reviews referred to in this Section 2.8, including without limitation the making available to the extent necessary of books, records, work papers and personnel. In such regard, Buyer and its representatives may be present for audit meetings during the preparation of the Closing Balance Sheet and the Madera Closing Balance Sheet and the calculation of Closing Trade Working Capital, Madera Closing Trade Working Capital, Closing Net Fixed Assets and Madera Closing Net Fixed Assets.

SECTION 2.9 Adjustment Payments. Adjustment payments shall be made by the parties as follows:

(a) (i) If Base Trade Working Capital exceeds Final Trade Working Capital, Seller shall pay to Buyer, in the manner and with interest as provided in Section 2.9(e), the amount of such excess; and

(ii) If Final Trade Working Capital exceeds Base Trade Working Capital, Buyer shall pay to Seller, in the manner and with interest as provided in Section 2.9(e), the amount of such excess.

(b) (i) If Base Net Fixed Assets exceeds Final Net Fixed Assets, Seller shall pay to Buyer, in the manner and with interest as provided in Section 2.9(e), the amount of such excess; and

(ii) If Final Net Fixed Assets exceeds Base Net Fixed Assets, Buyer shall pay to Seller, in the manner and with interest as provided in Section 2.9(e), the amount of such excess.

(c) (i) If Madera Base Trade Working Capital exceeds Madera Final Trade Working Capital, Seller shall pay to Buyer, in the manner and with interest as provided in Section 2.9(e), an amount equal to fifty-one percent (51%) of such excess; and

(ii) If Madera Final Trade Working Capital exceeds Madera Base Trade Working Capital, Buyer shall pay to Seller, in the manner and with interest as provided in Section 2.9(e), an amount equal to fifty-one percent (51%) of such excess.

(d) (i) If Madera Base Net Fixed Assets exceeds Madera Final Net Fixed Assets, Seller shall pay to Buyer, in the manner and with interest as provided in Section 2.9(e), an amount equal to fifty-one percent (51%) of such excess; and

(ii) If Madera Final Net Fixed Assets exceeds Madera Base Net Fixed Assets, Buyer shall pay to Seller, in the manner and with interest as provided in Section 2.9(e), an amount equal to fifty-one percent (51%) of such excess.

(e) Method of Payment. Any payments pursuant to this Section 2.9 shall be made at a mutually convenient time within 10 days after the last to be determined of Final Trade Working Capital, Madera Final Trade Working Capital, Final Net Fixed Assets and Madera Final Net Fixed Assets pursuant to Section 2.8, by delivery by Buyer or Seller, as the case may be, of immediately available funds to the other party by wire transfer to an account of such other party designated by such other party. The amount of any payment to be made pursuant to this Section 2.9 shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to the rate publicly announced from time to time by Citibank N.A., or any successor thereto, in New York City as its prime rate in effect from time to time during the period from the Closing Date to the date of payment. Such interest shall be payable at the same time as the payment to which it relates and shall be calculated daily on the basis of a year of 365 days and the actual number of days elapsed.

SECTION 2.10 Balance Sheet; Madera Balance Sheet. As promptly as practicable, but no later than 25 Business Days after the date hereof, Seller will cause each of the Balance Sheet and the Madera Balance Sheet to be prepared and delivered to Buyer together with an unqualified report of Price Waterhouse, LLP thereon. Each of the Balance Sheet and the Madera Balance Sheet shall (i) fairly present the Assets and Assumed Liabilities (excluding Madera) and Madera, respectively, as of the close of business on the Balance Sheet Date in

accordance with GAAP and (ii) include line items substantially consistent with those in the Reference Balance Sheet and the Reference Madera Balance Sheet, respectively, (iii) be prepared in accordance with accounting policies and practices consistent with those used in the preparation of the Reference Balance Sheet and the Reference Madera Balance Sheet, respectively. Neither the Balance Sheet nor the Madera Balance Sheet shall contain any difference or adjustment from the Reference Balance Sheet or the Reference Madera Balance Sheet, respectively, other than immaterial adjustments made in connection with the audit.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER AND BALL

Seller and Ball, on a joint and several basis, represent and warrant to Buyer as of the date hereof and (except with respect to Section 3.13(c), which shall be made only as of the date of this Agreement,) as of the Closing Date that:

SECTION 3.1 Corporate Existence and Power. Each of Seller and Ball is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, except where the failure to have such governmental licenses, authorizations, permits, consents and approvals do not have a Material Adverse Effect or a material adverse effect on the ability of Ball to enter into this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where Seller's ownership, use or possession of the Assets or the operation of the Business so requires, except for those jurisdictions in which the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect. Each of Seller and Ball has heretofore delivered to Buyer true and complete copies of its certificate of incorporation and bylaws as currently in effect.

SECTION 3.2 Corporate Authorization. The execution, delivery and performance by Seller and Ball of this Agreement and each of the Ancillary Agreements to which Seller or Ball is a party are within their respective corporate powers and have been duly authorized by all necessary corporate and stockholder action on the part of Seller or Ball, as applicable. This Agreement constitutes, and when executed and delivered, each of the Ancillary Agreements to which Seller or Ball is a party will constitute, a valid and binding agreement of Seller and Ball, respectively (assuming due authorization and execution by Buyer) enforceable in accordance with its terms, except as (i) the enforceability hereof and thereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability.

SECTION 3.3 Governmental Authorization. The execution, delivery and performance by Seller and Ball of this Agreement and each of the Ancillary Agreements to which Seller or Ball is a party require no action by or in respect of, or filing with, any governmental body, agency or official other than (i) compliance with any applicable requirements of the Exchange Act and the HSR Act, (ii) where the failure to take such action or make such filing would not prevent Ball or Seller from performing any of their obligations under this Agreement or the Ancillary Agreements and would not have a Material Adverse Effect, (iii) as disclosed in Schedule 3.23 and (iv) as may be necessary as a result of any facts or circumstances relating solely to Buyer.

SECTION 3.4 Non-Contravention. Except as may result from any facts or circumstances relating solely to Buyer, the execution, delivery and performance by Seller and Ball of this Agreement and each of the Ancillary Agreements to which Seller or Ball is or will be a party do not and will not (i) violate the certificate of incorporation or bylaws of Seller or Ball, (ii) assuming compliance with the matters referred to in Section 3.3, violate any applicable law, rule, regulation, judgment, injunction, order or decree, (iii) assuming all Required Consents and consents set forth on Schedule 3.4 are obtained, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Buyer or to a loss of any benefit relating to the Business to which Seller or Ball is entitled under any Permit or any provision of any agreement, contract or other instrument binding upon Seller or Ball or by which any of the Assets is or may be bound or (iv) result in the creation or imposition of any Lien on any Asset, other than Permitted Liens, except, in the case of clauses (ii) through (iv), as would not, individually or in the aggregate, have a Material Adverse Effect or prevent Seller or Ball from performing any of their obligations hereunder or under the Ancillary Agreements.

SECTION 3.5 Required Consents. Schedule 3.5 sets forth each agreement, contract or other instrument with respect to the Business binding upon Seller or Ball and each Permit requiring a consent as a result of the execution, delivery and performance of this Agreement and each of the Ancillary Agreements to which

Seller or Ball is or will be a party and the consummation of the transactions contemplated hereby and thereby, except consents to assignments of leased Real Property that is not Principal Property and such consents as would not have a Material Adverse Effect if not received by the Closing Date (each such consent, a "Required Consent" and collectively, the "Required Consents").

SECTION 3.6 Financial Statements. The Balance Sheet and the related audited statement of operations, when delivered pursuant to Section 2.10, shall fairly present, in conformity with GAAP, the financial position of the Business (excluding the Excluded Assets and Excluded Liabilities) taken as a whole as of the date thereof and its results of operations for the period then ended. The unaudited balance sheet of the Business as of March 31, 1995 and the related unaudited statement of operations of the Business taken as a whole for the three month period then ended have been prepared in the ordinary course of the Business using GAAP consistently applied with prior comparable periods.

SECTION 3.7 Madera Financial Statements. The Madera Balance Sheet, when delivered pursuant to Section 2.10, shall fairly present, in conformity with GAAP, the financial position of Madera as of the date thereof. The unaudited balance sheet of Madera as of March 31, 1995 has been prepared in the ordinary course of the Business using GAAP consistently applied with prior comparable periods.

SECTION 3.8 Absence of Certain Changes. Except as set forth in Schedule 3.8, since the Balance Sheet Date, the Business has been conducted in the ordinary course consistent with past practice, and there has not been:

(a) any event, occurrence, development or state of circumstances or facts which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect;

(b) except for cash management procedures in the ordinary course of business consistent with past practice, any incurrence, assumption or guarantee by Seller of any indebtedness for borrowed money with respect to the Business other than in the ordinary course of business and in amounts and on terms consistent with past practice, but in any event not exceeding $1,000,000;

(c) any creation or other incurrence of any Lien (other than any Permitted Lien) on any material Asset other than in the ordinary course of business consistent with past practice;

(d) any damage, destruction or other casualty loss (whether or not covered by insurance) affecting the Business or any Asset which materially detracts from the value of any material Asset or which materially interferes with any present use of any material Asset;

(e) any transaction or commitment made, or any contract or agreement entered into, by Seller or Ball relating to the Business or any Asset (including the acquisition or disposition of any assets) or any relinquishment by Seller or Ball of any contract or other right, in either case, material to the Business taken as a whole, other than transactions and commitments in the ordinary course of business consistent with past practice and those contemplated by this Agreement;

(f) any material change in any method of accounting or accounting practice by Seller with respect to the Business;

(g) any (w) grant of any severance or termination pay to any employee of the Business, (x) entering into any written employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any employee of the Business, (y) increase in benefits payable under existing severance or termination pay policies or employment agreements or (z) increase in compensation, bonus or other benefits payable to employees of the Business, other than, in the case of clauses (y) and (z), in the ordinary course of business consistent with past practice;

(h) the making by Seller of any loan, advance or capital contribution to or investment in any Person (other than Madera or any Affiliate of Seller) in excess of $100,000;

(i) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Business, which employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to such employees; or

(j) any capital expenditure, or commitment for a capital expenditure, for additions or improvements to property, plant and equipment of the Business in excess of an aggregate amount of $2,000,000, other than capital expenditures made in the ordinary course of business and reflected in the financial projections previously delivered to Buyer.

SECTION 3.9 Properties. (a) Schedule 3.9(a) correctly describes all real property used in the Business included in the Assets (the "Real Property"),

which Seller owns, leases or subleases, and which Madera owns, leases or subleases (the "Madera Property"), any title insurance policies and surveys with respect thereto held by Seller or, to the knowledge of Seller, Madera, and any leases or subleases relating thereto held by Seller or, to the knowledge of Seller, Madera as lessee or sublessee or subleases to third parties, specifying in the case of leases or subleases, the name of the lessor or sublessor, the name of the lessee or sublessee, all amendments thereof, the lease term and, in all material respects, the basic annual rent, provided that within 60 days after the date hereof, Seller may add minor leased or subleased sales offices and warehouses (which are not individually or in the aggregate material) to Schedule 3.9(a). To the knowledge of Seller, the acreages and square footages on Exhibit 1 to Schedule 3.9(a) are materially correct.

(b) Schedule 3.9(b) correctly describes substantially all items of personal property having a book value in excess of $5,000 used in the Business included in the Assets, including but not limited to machinery, equipment, furniture, vehicles, storage tanks, spare and replacement parts, fuel and other trade fixtures and fixed assets, which Seller owns, leases or subleases, specifying in the case of leases or subleases, the name of the lessor or sublessor, the lease term and basic annual rent.

(c) (i) All leases and subleases of leased Real Property at Dunkirk, IN; Washington, PA; Fairfield, CA and Seattle, WA held by Seller and leases and subleases of leased personal property held by Seller having an annual basic rent of greater than $250,000 are in good standing and are valid, binding and enforceable in accordance with their respective terms, subject to (A) applicable bankruptcy, insolvency moratorium and other similar laws affecting the enforcement of rights generally and (B) general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity, at law or otherwise. Seller is not in default under any such lease or sublease and Seller has not received or given any notice of default under any such lease or sublease which has not been cured and to Seller's knowledge there does not currently exist any event which with notice or lapse of time or both would constitute a default under any such lease or sublease.

(ii) The plants, buildings, structures and equipment located on (x) all of the owned Real Properties, (y) the leased Real Properties located at Dunkirk, IN; Washington, PA, Fairfield, CA and Seattle, WA and (z) the Madera Property (the "Principal Properties") are in normal operating condition and repair (giving due account to the age and length of use of same, ordinary wear and tear excepted) and are suitable in all material respects for their present uses.

(iii) Each Principal Property currently has (x) access to public roads directly or by valid and subsisting easements over private property for ingress to and egress from such Principal Property as is reasonably necessary for the conduct of the Business as presently conducted and (y) water supply, storm and sanitary sewer facilities, telephone, gas and electrical connections, drainage and other public utilities as are reasonably necessary for the conduct of the Business as presently conducted at such Principal Property, all of which enter such Principal Property in question through public roads or valid and subsisting easements over private property.

(iv) None of the plants, buildings or other structures located on a Principal Property encroaches in a material respect upon any real property owned by another Person or upon any easement affecting such Principal Property to the extent that any such encroachment would have a Material Adverse Effect or materially interfere with any present use of any such Principal Property; no structure or any real property owned by another Person encroaches in a material respect upon any Principal Property to the extent that any such encroachment would have a Material Adverse Effect or materially interfere with any present use of any such Principal Property.

(d) No Principal Property or other material Asset (excluding the Real Property) is subject to any Lien, except:

(i) Liens disclosed on Schedule 3.9(d) which would not materially detract from the value of the Asset subject to such Lien or materially interfere with any present use of the Asset subject to such Lien;

(ii) Liens disclosed on the Balance Sheet or, as of the Closing Date, on the Closing Balance Sheet;

(iii) Liens for Taxes, assessments, and other governmental charges (x) not yet payable or (y) being contested in good faith and for which adequate accruals or reserves have been established on the Balance Sheet or the Closing Balance Sheet, as the case may be;

(iv) Mechanics', materialmen's and other similar Liens arising in the ordinary course of the Business on any owned Real Property or leased Real Property for construction in progress on such owned Real Property or leased Real Property (x) for amounts not yet payable or (y) being contested in good faith and for which adequate accruals or reserves have been established on the Balance Sheet or the Closing Balance Sheet, as the case may be;

(v) Inchoate repairmen's, warehousemen's and carriers' liens arising in the ordinary course of business; and

(vi) Imperfections of title, claims and Liens (other than Liens securing debt or other monetary obligations), including without limitation easements, rights of way, servitudes, covenants, restrictions and other similar charges and encumbrances, with respect to any Principal Property or other material Asset (excluding the Real Property) which individually and in the aggregate do not materially detract from the value of such Asset or materially interfere with any present use of such Asset (clauses (i) through (vi) are, collectively, the "Permitted Liens").

SECTION 3.10 Madera Joint Venture. (a) Madera is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California, and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, except where the failure to have such governmental licenses, authorizations, permits, consents and approvals do not have a Material Adverse Effect. Madera is duly qualified to do business as a foreign corporation in each jurisdiction where such qualification is necessary. Seller has heretofore delivered to Buyer true and complete copies of the certificate of incorporation and bylaws of Madera as currently in effect.

(b) The authorized capital stock of Madera consists of 1,000 shares of preferred stock, 1,000 shares of Class A Common Stock and 1,000 shares of Class B Common Stock. There are issued and outstanding 510 shares of Class A Common Stock of Madera and 10 shares of Series A Preferred Stock, all of which (the "Madera Shares") are owned by Seller, and 490 shares of Class B Common Stock, all of which are owned by Heublein Inc.

(c) The Madera Shares are, subject to the Madera Shareholders' Agreement, owned by Seller free and clear of all Liens and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Madera Shares (other than those imposed by federal and state securities laws). There are no outstanding (i) securities of Madera or any Affiliate of Madera convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in Madera or (ii) options or other rights to acquire from Madera or any Affiliate of Madera any capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable for any capital stock, voting securities or ownership interests in, Madera (the items in clauses (i) and (ii) being referred to collectively as the "Madera Securities"). There are no outstanding obligations to repurchase, redeem or otherwise acquire any outstanding Madera Securities.

SECTION 3.11 Subsidiaries. Seller has no Subsidiaries other than Madera and the Ball Members. Since their respective dates of incorporation, neither of the Ball Members has engaged in any activities other than in connection with or as contemplated by the LLC Agreement.

SECTION 3.12 Sufficiency of and Title to the Assets. (a) The Assets constitute, and on the Closing Date will constitute, substantially all of the assets, properties or rights used or held for use in the Business and, together with the services to be provided pursuant to the Transition Services Agreement, are all of the Assets necessary and sufficient to operate the Business as presently conducted.

(b) Seller has, and, subject to obtaining the consents set forth in Schedule 3.5, upon consummation of the transactions contemplated hereby Buyer will have acquired, (i) good, indefeasible fee simple title to all owned Real Property, including such access as is reasonably necessary for the conduct of the Business (A) to public streets or roads directly or by valid and subsisting easements and (B) to water, storm and sanitary sewer, telephone, gas, electric, drainage and other utilities directly from public streets or roads or by valid and subsisting easements) and (ii) good title to, or in the case of other leased material Assets valid and subsisting leasehold interests in, all other material Assets, in the case of each of clauses (i) and (ii) free and clear of all Liens, except for Permitted Liens.

SECTION 3.13 No Undisclosed Liabilities. There are no liabilities of the Business of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than:

(a) liabilities reflected on the Balance Sheet (or, as of the Closing Date, on the Closing Balance Sheet) or disclosed in the notes thereto;

(b) liabilities disclosed on Schedule 3.13;

(c) liabilities incurred in the ordinary course of business and consistent with past practice since the date of the Balance Sheet; and

(d) contractual liabilities and obligations with respect to executory contracts not required to be disclosed in financial statements prepared in accordance with GAAP to the extent such contracts, if required to be disclosed pursuant to Section 3.15, have been set forth on Schedule 3.15.

SECTION 3.14 Litigation. (a) Schedule 3.14(a) sets forth a list of all claims, actions, proceedings and investigations pending against, or to the knowledge of Seller or Ball threatened against or affecting, Seller or Ball with respect to the Business or any Asset before any court, arbitrator or administrative, governmental or regulatory body or authority.

(b) There is no action, suit, investigation or proceeding pending against, or to the knowledge of Seller or Ball, threatened against or affecting, Seller or Ball with respect to the Business or any Asset before any court or arbitrator or any governmental body, agency or official which, if determined or resolved adversely in accordance with the plaintiff's demands, would reasonably be expected to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby or by the Ancillary Agreements.

SECTION 3.15 Material Contracts. (a) Except for the Contracts disclosed in Schedule 3.15, with respect to the Business, neither Ball nor Seller is a party to or bound by:

(i) any lease (whether of real or personal property) providing for rentals of more than $200,000 per annum or $1,000,000 in the aggregate;

(ii) any agreement for the purchase of materials, supplies, goods, services, equipment or other assets providing for either (A) annual payments by Seller or Ball of $500,000 or more or (B) aggregate payments by Seller or Ball of $500,000 or more;

(iii)any sales, distribution or other similar agreement providing for the sale by Seller or Ball of materials, supplies, goods, services, equipment or other assets that provides for either (A) annual payments to Seller or Ball of $5,000,000 or more or (B) aggregate payments to Seller or Ball of $10,000,000 or more;

(iv) any partnership, joint venture or other similar agreement or arrangement;

(v) any agreement relating to indebtedness for borrowed money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset), except any such agreement (A) entered into in the ordinary course of business with an aggregate outstanding principal amount not exceeding $500,000 or (B) entered into subsequent to the date of this Agreement as permitted by Section 3.8(b);

(vi) any material option, license, franchise or similar agreement;

(vii)any material agency, dealer, sales representative, marketing or other similar agreement;

(viii) any agreement that limits the freedom of Seller or Ball with respect to the Business to compete in any material respect in any line of business or with any Person or in any area or Ball or Seller to own, operate, sell, transfer, pledge or otherwise dispose of or encumber any Asset or which would so limit the freedom of Buyer after the Closing Date;

(ix) any written agreement with or for the benefit of any stockholder, officer, director, employee or Affiliate of Seller or Ball other than advances to employees in the ordinary course of business consistent with past practice; or

(x) any other agreement, commitment, arrangement or plan not made in the ordinary course of business which is material to the Business taken as a whole.

(b) Each Contract required to be disclosed pursuant to this Section is a valid and binding agreement of Seller and is in full force and effect, and neither Seller nor, to the knowledge of Seller or Ball, any other party thereto is in default or breach under the terms of any such Contract, nor, to the knowledge of Seller or Ball, has any event or circumstance occurred that, with notice or lapse of time or both, would constitute an event of default thereunder. True and complete copies of each such Contract have been delivered to Buyer.

SECTION 3.16 Licenses and Permits. Schedule 3.16 correctly describes each license, franchise, permit or other similar authorization that is required to enable Seller to own or use the Assets and to carry on the Business as currently conducted, except for such licenses, franchises, permits or authorizations as would not, if not obtained, have a Material Adverse Effect, including without limitation those relating to planning, building and similar matters (collectively, the "Permits"), together with the name of the government agency or entity issuing such Permit. Such Permits are valid and in full force and effect and, assuming the related Required Consents have been obtained prior to the Closing Date, except as set forth on Schedule 3.16, are transferable by Seller, and, except as set forth on Schedule 3.16, none of the Permits will, assuming the related Required Consents have been obtained prior to the Closing

Date, be terminated or impaired or become terminable as a result of the transactions contemplated hereby or by the Ancillary Agreements. Upon consummation of such transactions, Buyer will, assuming the related Required Consents have been obtained prior to the Closing Date, have all of the right, title and interest in all the Permits, except as set forth on Schedule 3.16.

SECTION 3.17 Insurance Coverage. All material properties and risks of Seller in respect of the Business are covered by valid and currently effective insurance policies or binders of insurance or programs of self-insurance in such types and amounts as are consistent with customary practices and standards of companies engaged in businesses and operations similar (including without limitation in size) to the Business. Seller has given Buyer access to true and complete copies of, all insurance policies, fidelity bonds and documents with respect to self-insurance programs relating to the Assets, the business and operations of the Business and its employees. There is no material claim by Seller or Ball pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights. All premiums payable under all such policies and bonds have been timely paid and Seller and Ball have otherwise complied in all material respects with the terms and conditions of all such policies and bonds. After the Closing, Seller or Ball, as the case may be, shall continue to have coverage under such policies and bonds with respect to events occurring prior to Closing.

SECTION 3.18 Compliance with Laws and Court Orders. Neither Ball nor Seller is in violation of, or since January 1, 1994, has been charged with or given notice of any violation of, or to the knowledge of Seller or Ball, is under investigation with respect to, any law, rule, regulation, ordinance, judgment, injunction, order or decree applicable to the Assets or the conduct of the Business, except (i) as set forth on Schedule 3.18, (ii) for violations which do not relate to the Business or the Assets and (iii) for violations or investigations, the existence of which would not reasonably be expected to have a Material Adverse Effect or in the case of violations relating to any Principal Property, materially detract from the value thereof or materially interfere with any present use thereof.

SECTION 3.19 Intellectual Property. (a) Schedule 3.19 sets forth a list of all Intellectual Property Rights (including any licenses or sublicenses thereof as to which Seller or any of its Affiliates is a party).

(b) (i) Seller has not been named as a defendant in any pending action, suit, investigation or proceeding relating to, or otherwise has been notified in writing of, any alleged claim of material infringement of any patents, trademarks, trade names, service marks, service names, or copyrights, and neither Seller nor Ball has any knowledge of any other claim of infringement by Seller and (ii) neither Seller nor Ball has any knowledge of any continuing infringement by any other Person of any Intellectual Property Right. No Intellectual Property Right is subject to any outstanding judgment, injunction, order or decree restricting the use thereof by Seller with respect to the Business or restricting the licensing thereof by Seller or Ball to any Person.

SECTION 3.20 Employees. Schedule 3.20 sets forth a true and complete list of (i) the names and titles of all employees of the Business whose annual base salary exceeds $50,000 and (ii) the wage rates for non-salaried employees of the Business (by classification). The annual salaries and other compensation of all employees of the Business referred to in clause (i) above have been previously furnished in writing to Buyer.

SECTION 3.21 Products. To the knowledge of Seller, each of the products produced or sold by Seller in connection with the Business is, and at all times up to and including the sale thereof has been, in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations.

SECTION 3.22 Finders' Fees. Except for Lehman Brothers Inc., whose fees will be paid by Seller, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Seller or Ball who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements.

SECTION 3.23 Environmental Matters. (a) To the knowledge of Seller or Ball and except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) Seller is in compliance with all applicable Environmental Laws; (ii) Seller holds all Environmental Permits and is in compliance therewith, and (iii) there are no Environmental Liabilities.

(b) Except as disclosed in Schedule 3.23, Seller has not received any written request for information, or been notified that it is a potentially responsible party, under CERCLA, or any similar state, local or foreign law with respect to any Real Property or any other property now or previously owned, leased or operated by Seller.

(c) Except as disclosed in Schedule 3.23, Seller has not entered into or agreed to any consent decree or order and is not subject to any judgment, decree or judicial order relating to compliance with or the cleanup of Hazardous

Substances under any applicable Environmental Law.

(d) Except as disclosed in Schedule 3.23, none of the Real Property or any other property now or, to the knowledge of Seller or Ball, previously owned, leased or operated by Seller is listed or, to the knowledge of Seller or Ball, proposed for listing on the "National Priorities List" under CERCLA, or on the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the United States Environmental Protection Agency, as updated through the date hereof, or any similar state list of sites requiring investigation or cleanup.

(e) Except as disclosed in Schedule 3.23, to the knowledge of Seller or Ball and except as would not, individually or in the aggregate, have a Material Adverse Effect, no reportable quantity of a Hazardous Substance has been Released at, on or under any of the Real Property or any other property now or previously owned, leased or operated by Seller.

(f) Except as disclosed in Schedule 3.23, in connection with or relating to the Assets, Business, Real Property or any other property now or, to the knowledge of Seller or Ball previously owned, leased or operated by Seller, no written notice, demand, citation, summons or order has been received or, to the knowledge of Seller or Ball, issued which has not been cured, no complaint has been served and remains pending, no penalty has been assessed which remains pending and no investigation or review is pending, or to the knowledge of Seller or Ball, threatened by any governmental entity or third party with respect to any (i) alleged violation of any Environmental Law, (ii) alleged failure to have any Environmental Permit, or (iii) Release of Hazardous Substances.

(g) There are no Liens under Environmental Laws on any of the Real Property or the Assets and no governmental actions have been taken or, to the knowledge of Seller or Ball, are in process which could subject any of such Real Property or Assets to such Liens. No notices or restrictions relating to Hazardous Substances have been or are required to be placed in any deed to any Real Property.

(h) Except as disclosed in Schedule 3.23, there are no Environmental Permits that are nontransferable or cannot remain in full force and effect following the consummation of the transactions contemplated hereby.

(i) Except as disclosed in Schedule 3.23, neither the execution of this Agreement nor the consummation of the transaction that is the subject of this Agreement will require any site investigation or cleanup, or notification to or consent of governmental agencies or third parties pursuant to any Environmental Law.

(j) Seller has provided Buyer with any environmental investigation, study or audit conducted in the past five years in relation to any Asset or Real Property that is in the possession of Seller.

(k) For the purposes of this Section, the term "Seller" shall include any entity which is, in whole or in part, a predecessor of Seller.

SECTION 3.24 Representations as to Madera. The representations and warranties made by Seller and Ball in Sections 3.5, 3.8 and 3.12 through 3.23 are made as to Madera to the same extent as they are made as to Seller or the Business.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Ball as of the date hereof and as of the Closing Date that:

SECTION 4.1 Organization and Existence. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

SECTION 4.2 Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is a party are within the powers of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement constitutes and, when executed and delivered, each Ancillary Agreement to which Buyer is a party will constitute, a valid and binding agreement of Buyer (assuming due authorization and execution by the other parties thereto), enforceable in accordance with its terms, except as (i) the enforceability hereof and thereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability.

SECTION 4.3 Governmental Authorization. The execution, delivery and

performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is a party require no action by or in respect of, or filing with, any governmental body, agency or official other than (i) compliance with any applicable requirements of the HSR Act and (ii) any such action or filing as to which the failure to make or obtain would not, individually or in the aggregate, have a Material Adverse Effect.

SECTION 4.4 Non-Contravention. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is a party do not and will not (i) violate the constituent documents of Buyer or (ii) assuming compliance with the matters referred to in Section 4.3, violate any applicable law, rule, regulation, judgment, injunction, order or decree or (iii) constitute a default under any right or obligation of Buyer or any provision of any agreement, contract or other instrument binding upon Buyer except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, have a Material Adverse Effect or prevent Buyer from performing any of its obligations hereunder or under the Ancillary Agreements.

SECTION 4.5 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Seller or any of Seller's Affiliates upon consummation of the transactions contemplated by this Agreement.

SECTION 4.6 Litigation. There is no action, suit, investigation or proceeding pending against, or to the knowledge of Buyer threatened against or affecting, Buyer before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby or by the Ancillary Agreements or materially adversely affect or restrict Buyer's ability to consummate the transactions contemplated hereby or by the Ancillary Agreements.

ARTICLE 5

COVENANTS OF SELLER AND BALL

Seller and Ball, on a joint and several basis, agree that:

SECTION 5.1 Conduct of the Business. From the date hereof until the Closing Date, Seller shall, and Ball shall cause Seller to, conduct the Business in the ordinary course consistent with past practice and use its reasonable best efforts to preserve intact the business organizations and relationships with third parties and keep available the services of the present employees of the Business. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as set forth in Schedule 5.1, Seller will not, and Ball will cause Seller not to:

(a) acquire assets from any other Person other than in the ordinary course consistent with past practice;

(b) sell, lease, license or otherwise dispose of any Assets except (i) pursuant to existing contracts or commitments and (ii) in the ordinary course consistent with past practice;

(c) permit Madera to (i) make any payment of any dividend or other distribution, other than regular cash dividends in amounts consistent with past practice, in respect of any outstanding equity security of Madera in cash, securities or any other property, (ii) repurchase, redeem or otherwise acquire any outstanding equity security of Madera or (iii) issue any additional equity security of Madera.

(d) enter into any agreement or contract with respect to the Business which is not assignable (or which requires the consent of a third party to assign) to Buyer; or

(e) agree or commit to do any of the foregoing.

SECTION 5.2 Access to Information; Confidentiality. (a) From the date hereof until the Closing Date, Seller will, and Ball will cause Seller to (i) give Buyer, its counsel, financial advisors, auditors and other authorized representatives full access to the offices, properties, books, records and personnel of Seller and Ball relating to the Business, (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business as such Persons may reasonably request and (iii) instruct the employees, counsel and financial advisors of Seller and Ball to cooperate with Buyer in its investigation of the Business. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller or Ball.

(b) After the Closing, Seller and Ball will hold, and will use their best efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors, agents and Affiliates to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other

requirements of law, all confidential documents and information concerning the Business or the Assets, except to the extent that such information can be shown to have been (i) in the public domain through no fault of Seller or Ball or (ii) later lawfully acquired by Seller or Ball from sources other than those related to Seller's prior ownership of the Business. The obligation of Seller, Ball and their respective Affiliates to hold any such information in confidence shall be satisfied if they exercise the same care with respect to such information as they would take to preserve the confidentiality of their own similar information.

SECTION 5.3 Trademarks; Tradenames. On or prior to the Closing Date, Buyer, Ball and Seller shall enter into mutually satisfactory arrangements with respect to the use by Buyer of the "Ball" tradename and any related trademarks and tradenames used in connection with the Business.

SECTION 5.4 Notices of Certain Events. Seller and Ball shall promptly notify Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement and the Ancillary Agreements;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement and the Ancillary Agreements;

(c) any actions, suits, claims, investigations or proceedings commenced or, to their knowledge threatened against, relating to or involving or otherwise affecting (i) Seller, (ii) Ball, to the extent related to the Business or (iii) the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.14 or that relate to the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements; and

(d) the damage or destruction by fire or other casualty of any Asset or part thereof or in the event that any Asset or part thereof becomes the subject of any proceeding or, to the knowledge of Seller or Ball, threatened proceeding for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or other similar governmental action.

ARTICLE 6

COVENANTS OF THE PARTIES

The parties hereto agree that:

SECTION 6.1 Confidentiality. The Confidentiality Agreements, as modified by Section 6.4 hereof, shall remain in full force and effect prior to the Closing Date and after any termination of this Agreement.

SECTION 6.2 Reasonable Best Efforts; Further Assurances. (a) Subject to the terms and conditions of this Agreement, the parties hereto will use their reasonable best efforts (but without the payment of money) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the Ancillary Agreements and to vest in Buyer good title to the Assets.

(b) Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of Seller with full power of substitution in the name of Buyer or in the name of Seller, but for the benefit of Buyer (i) to collect for the account of Buyer any Assets and (ii) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Assets, and to defend or compromise any and all actions, suits or proceedings in respect of the Assets. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

SECTION 6.3 Resolution of Claims. In order to facilitate the resolution of any claims made by or against or incurred by any party, after the Closing, upon reasonable notice, each other party shall, to the extent, and only to the extent, necessary to permit such party to facilitate the resolution of any such claim, (i) afford the officers, employees and authorized agents and representatives of such party reasonable access, during normal business hours, to the offices, properties, books and records of such other party with respect to the Assets, the Assumed Liabilities and the Business and (ii) furnish to the officers, employees and authorized agents and representatives of such party such additional financial and other information regarding the Assets, the Assumed Liabilities and the Business as such party may from time to time reasonably

request. In order to facilitate the resolution of any claims made by a third party against Seller or Buyer, each party shall make available to the other party the employees of such party whose assistance, testimony or presence is necessary to assist such other party in evaluating and defending any such claims, including the presence of such persons as witnesses in hearings or trials for such purposes; provided that such investigation shall not unreasonably interfere with the business or operations of the providing party or any of its Affiliates.

SECTION 6.4 Public Announcements. The parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement, the Ancillary Agreements or the consummation of the transactions contemplated hereby and thereby and, except as may be required by applicable law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement without the prior written consent of all of the parties hereto.

SECTION 6.5 WARN Act. The parties agree to cooperate in good faith to determine whether any notification may be required under the Worker Adjustment and Retraining Notification Act (the "WARN Act") as a result of the transactions contemplated by this Agreement. Seller will cooperate with Buyer prior to the Closing in providing any notification that may be required under the WARN Act with respect to any Transferred Employees. Seller will be responsible for providing any notification that may be required under the WARN Act with respect to any employees of the Business that are not Transferred Employees.

SECTION 6.6 Undertaking. From the date hereof until the earlier of the Closing Date or any termination of this Agreement, SGC hereby covenants and undertakes to cause Buyer to comply with each of its representations, warranties, covenants, agreements and obligations under this Agreement to the same extent as if such representations, warranties, covenants, agreements and obligations were binding upon SGC and to guaranty the obligation of Buyer to pay the Purchase Price subject to the terms and conditions set forth herein.

SECTION 6.7 Regulatory and Other Authorizations; Consents. The parties hereto will use their reasonable best efforts (but without the payment of money) to obtain all authorizations, consents, orders and approvals of Federal, state and local regulatory bodies and officials and third parties that may be or become necessary for the execution and delivery of, and the performance of their obligations pursuant to, this Agreement and the Ancillary Agreements. Each party hereto agrees (i) to make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby promptly following the date hereof and to supply promptly any additional information and documentary material that may be requested pursuant to the HSR Act and (ii) to cooperate with one another (x) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any contracts, in connection with the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements and (y) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

ARTICLE 7

TAX MATTERS

SECTION 7.1 Tax Definitions. The following terms, as used herein, have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended.

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"Tax" means any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, franchise, capital, paid-up capital, profits, greenmail, license, withholding (on amounts paid by or to the relevant Person), payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge or any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any governmental authority (domestic or foreign) responsible for the imposition of any such tax.

SECTION 7.2 Tax Matters. Seller and Ball, on a joint and several basis, hereby represent and warrant to Buyer on the date hereof and on the Closing Date that:

(a) Seller has timely filed all material returns required to be filed with respect to Taxes pertaining to the Assets or the Business and all Taxes shown thereon as due have been paid. Seller has timely paid or caused to be paid all

material Taxes for all Pre-Closing Tax Periods which will have been required to be paid on or prior to the Closing Date, the non-payment of which would result in an encumbrance on any Asset, would otherwise adversely affect the Business or would result in Buyer or any equity owner of Buyer becoming liable or responsible therefor.

(b) Except as disclosed in Schedule 7.2, Seller has not received from any governmental or regulatory authority any written notice of a proposed material adjustment, deficiency or underpayment of any Taxes pertaining to the Assets or the Business, which notice has not been satisfied by payment or been withdrawn.

(c) Schedule 7.2 contains a complete list of states in which Seller has filed a Tax return relating to the Business or the Assets since 1993.

(d) Except as disclosed in Schedule 7.2, Seller is not under any obligation to pay the Tax obligation of, or indemnify, any other Person with respect to any Tax.

SECTION 7.3 Tax Cooperation: Allocation of Taxes. (a) Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets and the Business (including, without limitation, access to books and records) as is reasonably necessary for the filing of all Tax returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax return. Buyer and Seller shall retain all books and records with respect to Taxes pertaining to the Assets for a period of at least six years following the Closing Date. At the end of such period, each party shall provide the other with at least ten days prior written notice before destroying any such books and records, during which period the party receiving such notice can elect to take possession, at its own expense, of such books and records. Seller and Buyer shall cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Business and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this paragraph (a) of Section 7.3.

(b) All real property taxes, personal property taxes and similar ad valorem obligations levied with respect to the Assets (other than such taxes or obligations arising from or with respect to the assets or operations of Madera to the extent reflected as a liability on the Madera Closing Balance Sheet) for a taxable period which includes (but does not end on) the Closing Date (collectively, the "Apportioned Obligations") shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period after the Closing Date (with respect to any such taxable period, the "Post-Closing Tax Period"). Seller shall be liable for the proportionate amount of such taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for real or personal property taxes relating to the Assets, each of Seller and Buyer shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 7.3(b) together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within 10 days after delivery of such statement. In the event that either Seller or Buyer shall make any other payment for which it is entitled to reimbursement under this Section 7.3(b), the other party shall make such reimbursement promptly but in no event later than 10 days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement. Any payment required under this Section and not made within 10 days of delivery of the relevant statement shall bear interest at the rate per annum determined in Section 2.9(e), for each day until paid.

(c) Buyer shall provide Seller with resale exemption certificates as appropriate. Subject to Section 12.8 but notwithstanding Section 2.4(a), any transfer, documentary, sales, use, value-added, gain, excise or other similar Taxes (including real property transfer taxes) arising out of or in connection with the transactions contemplated by this Agreement and the Ancillary Agreements and any recording or filing fees with respect thereto or the instruments transferring the Assets to Buyer, shall be shared equally by Buyer and Seller; provided, however, that Seller shall be responsible for any and all such transfer Taxes (including gross receipt and real estate transfer taxes) imposed by the State of Indiana or any political subdivision thereof to the extent such Tax is creditable for Indiana income Tax purposes.

ARTICLE 8

EMPLOYEE BENEFITS

SECTION 8.1 Employee Benefits Definitions. The following terms, as used herein, having the following meanings:

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" of any entity means any other entity which, together with such entity, would be treated as a single employer under Section 414 of the Code.

"Multiemployer Plan" means each Plan that is a multiemployer plan, as defined in Section 3(37) or 4001(a)(3) of ERISA.

"Plans" means the plans referred to in the first sentence of Section 8.2.

SECTION 8.2 ERISA Representations. (a) Schedule 8.2(a) lists (i) all employee benefit plans as defined in Section 3(3) of ERISA, (ii) all bonus, stock option, stock purchase, restricted stock appreciation or other similar incentive plans, retirement programs or arrangements, (iii) all employment, severance or compensation agreements, or policies and (iv) each plan or arrangement providing for medical or dental benefits, insurance coverage (including any self-insured arrangements), worker's compensation, disability benefits, vacation or unemployment benefits as each of the foregoing were entered into, maintained, or contributed to, by Seller, or any member of its ERISA Group for, or with respect to, the Business Employees, as hereinafter defined, (collectively, the "Plans"). Each Plan is in writing and Seller has made available to Buyer a complete and accurate copy of each Plan document or agreement and, if applicable, the summary plan description, any summary of material modifications, the most recently filed Form 5500 and the most recently received IRS determination letter for each such Plan, where applicable. Seller has provided Buyer with, or has caused to be provided to Buyer complete actuarial data (including age, salary, service and related data) as of the most recent practicable date for Business Employees.

(b) Each Plan has been operated in substantial compliance with its terms and the material requirements of applicable law, where a failure to do so would be reasonably expected to have a Material Adverse Effect. No legal action, suit or claim is pending or, to the knowledge of Seller, threatened, with respect to any Plan (other than claims for benefits in the ordinary course), and to the knowledge of Seller, no fact or event exists that could reasonably be expected to give rise to any such action, suit or claim, in each case, where such action, suit or claim would reasonably be expected to have a Material Adverse Effect.

(c) Except as disclosed in Schedule 8.2(c), none of the Plans is a multiemployer plan, within the meaning of Section 3(37) or 4001(a)(3) of ERISA (a "Multiemployer Plan"). If Seller or any ERISA Affiliate of Seller were to incur a complete or partial withdrawal from any of Seller's Multiemployer Plans on or before the Closing Date, neither Seller nor any ERISA Affiliate of Seller would incur any withdrawal liability under Title IV of ERISA. No Multiemployer Plan is or is reasonably expected to become "insolvent" or in "reorganization", as such terms are defined for purposes of Title IV or ERISA.

(d) Neither Seller nor any of Seller's Affiliates has incurred or will incur prior to the Closing any Liability under Title IV of ERISA arising in connection with the termination of, or withdrawal from, any plan covered or previously covered by Title IV of ERISA that could become, after the Closing Date, an obligation of Buyer or any of its Affiliates.

(e) Except as disclosed in Schedule 8.2(e), each Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service that it is so qualified, and each trust forming a part thereof is exempt from tax pursuant to Section 501(a) of the Code and, to Seller's knowledge, no event has occurred since the date of such determination letter to adversely affect the qualified status of such Plan or the exempt status of such trust.

(f) Except as disclosed in Schedule 8.2(f), with respect to the Business Employees there are no employee post-retirement medical or health plans in effect.

(g) Except as disclosed in writing to Buyer prior to the date hereof, there has been no amendment to, written interpretation of or announcement (whether written or not written) by Seller or any of its Affiliates relating to, or change in employee participation or coverage under, any Plan which would increase materially the expense of maintaining such Plan above the level of the expense incurred in respect thereof for the most recent fiscal year.

(h) The Assets are not now nor will they after the passage of time be subject to any lien imposed under Code Section 412(n) by reason of the failure of Seller or its Affiliates to make timely installments or other payments required by Code Section 412.

(i) Except as disclosed in Schedule 8.2(i), as of December 31, 1994 the fair market value of the assets of each Seller Plan (excluding for these purposes any accrued but unpaid contributions) exceeded the accumulated benefit obligations (as that term is defined in SFAS #87) under such Seller Plan determined in accordance with the actuarial assumptions utilized by Seller in

its financial statements as of December 31, 1994.

(j) No "reportable event", within the meaning of Section 4043(c)(8), (9) or (12) of ERISA, has occurred in connection with any Seller Plan.

(k) Except as disclosed in Schedule 8.2(k), and except as severance is otherwise contemplated by Section 8.4(a) or due to a breach by Buyer of its obligations under Section 8.4(b), no Transferred Business Employee will become entitled to any retirement, severance or similar benefit solely as a result of the transactions contemplated hereby.

SECTION 8.3 Labor Matters. Except as set forth in Schedule 8.3, (i) there are no controversies pending or, to the knowledge of Seller, threatened, between Seller and any Business Employees, which controversies have had or are reasonably likely to have a Material Adverse Effect; (ii) Seller is not a party to any collective bargaining agreement or other labor union contract applicable to Business Employees; (iii) there are no grievances outstanding against Seller under any such agreement or contract which are reasonably likely to have a Material Adverse Effect; (iv) there are no unfair labor practice charges or complaints pending against Seller before the National Labor Relations Board or any similar state agency which are reasonably likely to have a Material Adverse Effect; and (v) there are no strikes, slowdowns, work stoppages, lockouts, union organizational campaigns or other protected concerted activity under the National Labor Relations Act or, to Seller's knowledge, threats thereof, by or with respect to any employees of Seller which are reasonably likely to have a Material Adverse Effect.

SECTION 8.4 Offer of Employment. (a) Salaried Employees. With respect to those employees of Seller in the Business who are employed by Seller as salaried employees immediately prior to the Closing Date and with respect to the employees listed on Schedule 8.4(a) (both groups being hereinafter referred to as the "Salaried Employees"), Buyer shall offer employment to those employees whom it elects to employ after the Closing Date at least 10 days prior to the Closing Date, and those accepting such offer prior to the Closing Date shall become employees of Buyer as of the Closing Date (the "Transferred Salaried Employees"). In the event that any of such Salaried Employees of Seller decline such offer of employment, they will be deemed to have voluntarily resigned from employment with Seller. In the event Buyer does not make an offer of employment to a Salaried Employee, or in the event that Buyer makes such offer, the offer is accepted by a Salaried Employee and Buyer terminates the employment of such Transferred Salaried Employee without good cause within 365 days following the Closing Date, Buyer shall pay severance (including cost of benefits) in accordance with the applicable Seller's severance plan as disclosed in Schedule 8.2; provided that severance benefits for any Transferred Salaried Employee whose employment is terminated by Buyer more than 365 days following the Closing Date shall be determined in accordance with the severance policy of Buyer then in effect. Seller agrees to give Buyer reasonable access to files and records needed by Buyer and relevant to Buyer's decision regarding making offers of employment to the Salaried Employees referred to above.

(b) Hourly Employees. With respect to those employees of Seller in the Business who are employed by Seller as hourly employees and who are listed on the "Seniority List" maintained by Seller immediately prior to the Closing Date (the "Hourly Employees"), Buyer shall offer employment to all such employees at least 10 days prior to the Closing Date, and those accepting such offers prior to the Closing Date shall become employees of Buyer as of the Closing Date (the "Transferred Hourly Employees"). In the event that such Transferred Hourly Employees of Seller decline such offer of employment, they will be deemed to have voluntarily resigned in all circumstances, and shall not be deemed eligible for severance benefits and other benefit eligibility will be determined accordingly.

(c) Business Employees; Transferred Employees. For purposes of this Article 8, the term "Business Employees" shall be deemed to refer to Salaried Employees and Hourly Employees in the aggregate. The term "Transferred Business Employee" shall be deemed to refer to those Business Employees who accept employment with Buyer.

SECTION 8.5 Compensation and Benefit Arrangements. (a) Assumption of Liabilities. As of the Closing Date, Seller shall retain (i) all employee-related liabilities for all employees who have retired from Seller on or prior to the Closing Date (and are not employed by Buyer or its Affiliates after the Closing Date), and for any of their dependents, beneficiaries or joint annuitants; (ii) all liabilities with respect to long-term disability benefits for all Business Employees (who are receiving long-term disability benefits as of the Closing Date) and retirees accrued through such date as any such Business Employee or retiree returns to full- time employment with Buyer or its Affiliates; (iii) liabilities with respect to deferred incentive compensation to the extent accrued as of December 31, 1994; and (iv) all liabilities with respect to Seller Pension Plans provided pursuant to Sections 8.7 and 8.8 of this Agreement, and any agreements entered into pursuant thereto. As of the Closing Date, Buyer shall assume all other employee-related liabilities for all Transferred Business Employees and any of their dependents, beneficiaries or joint annuitants, without regard to when such liabilities arose, which liabilities shall include without limitation unless expressly provided below,

salaries, wages, incentive pay, benefits under all severance and similar programs, vacation benefits (including earned, banked or otherwise accrued vacation benefits), medical benefits, disability benefits (other than long-term disability benefits), life insurance benefits, retirement benefits (other than benefits under Seller Pension Plans (except as otherwise provided pursuant to Sections 8.7 and 8.8 of this Agreement, and any agreements entered into pursuant thereto)), retiree medical and life insurance benefits, workers' compensation benefits and all other benefits accrued as of the Closing Date.

(b) Continuation of Benefits. For a period of not less than one year following the Closing Date, Buyer shall (or shall cause the Business or any other appropriate subsidiary or Affiliate of Buyer to) provide the Transferred Business Employees with benefits (including, without limitation, welfare benefits and severance benefits) that are no less favorable, taken as a whole, to the benefits provided under the Plans, other than any stock option, stock appreciation right or other employer stock-based plan (which for purposes of this sentence shall not include Seller's 401(k) plan merely because of the ESOP maintained in connection therewith) as in effect on the Closing Date. Buyer agrees to cause the waiver of any waiting periods and pre-existing conditions applicable to its welfare plan benefits after the Closing Date, insofar as such limitations will otherwise apply to Transferred Business Employees after the Closing Date and agrees to recognize any credit toward the satisfaction of deductibles or similar out-of-pocket expense limits that a Transferred Business Employee has accumulated as of the Closing Date for purposes of the relevant welfare benefit arrangements following the Closing Date.

(c) Service Credit for Salaried Employees. To the extent that service is relevant for purposes of eligibility or vesting under any employee benefit plan, program or arrangement (including any retiree medical program) established or maintained by Buyer for the benefit of Transferred Salaried Employees, such plan, program or arrangement shall credit such Transferred Salaried Employees or former Transferred Salaried Employees for service on or prior to the Closing with Seller, or any Affiliate thereof including the Business.

(d) Service Credit for Hourly Employees. To the extent that service is relevant for purposes of eligibility or vesting under any employee benefit plan, program or arrangement (including any retiree medical program) established or maintained by Buyer for the benefit of Transferred Hourly Employees, such plan, program or arrangement shall credit such Transferred Hourly Employees or former Transferred Hourly Employees for service on or prior to the Closing with Seller, or any Affiliate thereof including the Business.

SECTION 8.6 Collective Bargaining Agreements. Buyer agrees subject to the rights of any affected Hourly Employees covered by a collective bargaining agreement, to continue to recognize the unions listed in Schedule 8.3 as the collective bargaining agents for such affected Hourly Employees and shall assume the collective bargaining agreements listed in Schedule 8.3 in their entirety.

SECTION 8.7 Seller Pension Plans. (a) Seller shall retain liability for all benefits accrued as of the Closing Date for all Business Employees and former Business Employees who are participants under any Plan that is a defined benefit pension plan (the "Seller's Pension Plans") and shall retain all liability for all benefits under such Plans, whether accrued before or after the Closing Date, for all Business Employees, including Transferred Business Employees. Seller shall vest all such Transferred Business Employees in their accrued benefits under Seller's Pension Plans as of the Closing Date to the extent required by the provisions of Seller's Pension Plans.

(b) Effective as of the Closing Date, Buyer shall establish or provide Transferred Business Employees covered by one or more of Seller's Pension Plans with an employee retirement plan or plans which will provide such Transferred Business Employees with a substantially comparable level of benefits to that provided to such employees by Seller's Pension Plans immediately prior to the Closing Date. To the extent that service is relevant for participation and vesting (but not for purposes of benefit calculation, including the calculation of early retirement subsidies) under any plan provided or established by Buyer pursuant to the next preceding sentence, Buyer shall credit Transferred Business Employees under such plan for service on or before the Closing Date to the extent that such service would have been credited to them under the terms of Seller's Pension Plans as they existed immediately prior to the Closing Date. Any such pension plan established pursuant to this Section 8.7 for Transferred Hourly Employees who are subject to any collective bargaining agreement with Seller which is assumed by Buyer hereunder shall bear all costs attributable to benefit increases negotiated in subsequent collective bargaining agreements covering such Transferred Hourly Employees, including benefit increases attributable to years of service prior to the Closing Date.

SECTION 8.8 Seller Hourly Pension Plans -- Further Discussions. Notwithstanding Section 8.7(a) and other provisions of this Article 8, Buyer and Seller may hereafter agree that Buyer shall assume the plan sponsorship of Seller's pension plans for hourly employees governed by the collective bargaining agreements listed on Schedule 8.3, and may agree to revise certain provisions hereof relating to Seller's and Buyer's pension plans following the Closing, including without limitation crediting service for early retirement subsidies, on terms to be mutually agreed between Buyer and Seller.

SECTION 8.9 Defined Contribution Plan. Effective as of the Closing Date, the Transferred Business Employees shall no longer participate in the defined contribution savings (401(k)) plans of Seller (the "Defined Contributions Plans") and Buyer shall establish a replacement defined contribution plan or plans (the "New Defined Contribution Plan") intended to be qualified under Sections 401(a) and 401(k) of the Code, and a related trust intended to be exempt from taxation under Section 501(a) of the Code for the benefit of the Transferred Business Employees, the terms of which plan and trust shall be no less favorable to participants than the terms of the Defined Contribution Plan and its associated trust in effect as of the Closing Date; provided, however, that the New Defined Contribution Plan need not constitute an employer match feature as an ESOP. Buyer agrees as soon as practicable after the Closing Date to apply for, and to take all actions necessary to secure, a determination letter from the Internal Revenue Service to the effect that the New Defined Contribution Plan is qualified under the applicable provisions of the Code. Buyer shall recognize the Transferred Business Employees' service with Seller or any Affiliate of Seller prior to the Closing Date for all purposes under the New Defined Contribution Plan. As soon as practicable and administratively feasible following the Closing Date, Seller shall cause to be transferred, from the Defined Contribution Plans to the New Defined Contribution Plan and related trust, assets in the form of cash or marketable securities equal to the finalized account balances of the Transferred Business Employees who participated in the Defined Contribution Plans, adjusted to reflect earnings thereon from the Closing Date to the date of transfer, and fully vested. Such transfer shall be effected in accordance with applicable law and regulations and Buyer shall make or cause to be made, and Seller shall make or cause to be made, any required filings in connection therewith. Buyer and Seller, or their respective Affiliates may each require, as a condition to any such transfer, satisfactory evidence of the qualified status of the Defined Contribution Plans involved. In consideration of such transfer, Buyer or one of its Affiliates shall assume all Liabilities to Transferred Business Employees under the Defined Contribution Plans. Each of the parties hereto shall pay its own expenses in connection with such transfer. Neither Buyer nor any of its Affiliates shall assume any other Liabilities arising under or attributable to the Defined Contribution Plans, the same to be retained or assumed by Seller. Buyer shall indemnify Seller and hold Seller harmless from, any and all liability, claims, costs and expenses (including reasonable attorney's fees) incurred by Seller by reason of Buyer's failure to qualify the New Defined Contribution Plan and related trust pursuant to the relevant provisions of the Code. Seller shall indemnify Buyer with respect to, and hold Buyer harmless from, any and all liability, claims, costs and expenses (including reasonable attorney's fees) incurred by Buyer by reason of the failure of the Defined Contribution Plans and related trusts to be properly qualified pursuant to the relevant provisions of the Code.

SECTION 8.10 Multiemployer Plans. Buyer shall assume Seller's obligation to contribute to each of Seller's Multiemployer Plans applicable to the Business. With respect to those Multiemployer Plans applicable to Transferred Hourly Employees, (a) Buyer shall contribute substantially the same number of contribution base units for which the Business had an obligation to contribute with respect to the Transferred Hourly Employees under the applicable collective bargaining agreement immediately prior to the Closing, (b) Buyer shall furnish bonds and/or escrows, or shall obtain a waiver of any requirements to furnish bonds and/or escrows or shall comply with alternatives acceptable to any Seller's Multiemployer Plans, in order to ensure compliance with the terms of Section 4204 of ERISA and the regulations thereunder, (c) in the event Buyer incurs a complete or partial withdrawal (as defined in Sections 4203 and 4205 of ERISA) with respect to any of Seller's Multiemployer Plans, Buyer shall cause any resulting withdrawal liability to be timely paid and if such withdrawal occurs within the first five plan years following the Closing Date, and Buyer shall fail to pay such withdrawal liability in a timely manner to the relevant Multiemployer Plan, Seller agrees it will be secondarily liable for such payment as required by Section 4204 of ERISA and (d) Buyer shall notify each of Seller's Multiemployer Plans of this transaction and, if applicable, satisfy such plan that this transaction complies with the terms of Section 4204 of ERISA.

SECTION 8.11 WARN Act. In the event Buyer does not continue all the operations of the Business and/or does not employ all employees of Seller after the Closing Date, Buyer shall be liable and responsible for any notification required to be provided under the Worker Adjusted and Retraining Notification Act, and Buyer shall indemnify Seller for any claims arising out of any breach of this covenant. Seller agrees to cooperate with Buyer in complying with any WARN requirement that must be satisfied prior to the Closing Date.

SECTION 8.12 Transition Services. Seller and Buyer agree that for a period of approximately twelve months after the Closing Date, certain transition services will be needed by Buyer relating to testing, accounting, payroll, benefit plan administration and other matters in order for Buyer to effectively operate the Business. Seller agrees to make available its employees to provide such services on an interim basis for a fee, pursuant to a separate Transition Services Agreement which will be executed by Seller and Buyer before the Closing Date and which will contain terms to be mutually agreed upon.

SECTION 8.13 No Third Party Beneficiaries. No provision of this Article

shall create any third party beneficiary or other rights in any employee or former employee (including any beneficiary or dependent thereof) of Seller or of any of its Affiliates in respect of continued employment (or resumed employment) with either Buyer or the Business and no provision of this Article shall create any such rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any Plan or arrangement which may be established by Buyer or any of its Affiliates.

ARTICLE 9

CONDITIONS TO CLOSING

SECTION 9.1 Conditions to Obligations of Each Party. The obligations of each party to consummate the Closing are subject to the satisfaction of the following conditions:

(a) Any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated.

(b) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall (i) prohibit the consummation of the Closing or (ii) restrain, prohibit or otherwise interfere with the effective operation or enjoyment by Buyer of all or any material portion of the Business or the Assets.

(c) The closing of the transactions contemplated by the ANC Purchase Agreement and the LLC Agreement (including without limitation delivery of the Parent Sideletter (as defined in the LLC Agreement)) shall have occurred simultaneously and such agreements shall be in full force and effect.

SECTION 9.2 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) (i) Seller and Ball shall have performed in all material respects all of their obligations hereunder required to be performed by them on or prior to the Closing Date, (ii) the representations and warranties of Seller and Ball contained in this Agreement and in any certificate or other writing delivered by Seller or Ball pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true in all material respects at and as of the Closing Date, as if made at and as of such date (other than the representation and warranty set forth in Section 3.13(c), which shall only be made as of the date of this Agreement) and (iii) Buyer shall have received a certificate signed by the President of each of Seller and Ball to the foregoing effect.

(b) Buyer shall have received an opinion of Skadden, Arps, Slate, Meagher & Flom, counsel to Seller and Ball, dated the Closing Date, in form and substance reasonably satisfactory to Buyer. In rendering such opinion, such counsel may rely (i) upon certificates of public officers, (ii) as to matters governed by the laws of jurisdictions other than the State of New York, the General Corporation Law of the State of Delaware or the federal laws of the United States of America, upon opinions of counsel reasonably satisfactory to Buyer, copies of which shall be contemporaneously delivered to Buyer, and (iii) as to matters of fact, upon certificates of officers of Seller and Ball.

(c) Each of the Ancillary Agreements shall have been executed and delivered by the parties thereto other than Buyer and assuming due execution and delivery by Buyer, each such Ancillary Agreement shall be in full force and effect.

(d) Seller shall have received all Required Consents and all consents, authorizations or approvals from the governmental agencies referred to in Section 3.3, in each case in form and substance reasonably satisfactory to Buyer, and no such consent, authorization or approval shall have been revoked.

(e) Buyer shall have obtained at its election and its sole cost an ALTA extended coverage form of owner's title insurance policy, or in the case of leased, plant Real Property a leasehold owner's title insurance policy, or the local equivalent in the jurisdiction where such Real Property is located, or a binder to issue the same, dated the Closing Date, insuring or committing to insure, at ordinary premium rates, title to the Real Property in question and the easements appurtenant thereto and necessary for the use thereof, in each case free and clear of Liens except the Permitted Liens, such policy or binder to be issued by a responsible title insurance company selected by Buyer, to be in an amount reasonably satisfactory to Buyer, to be in form and substance and include such endorsements and affirmative coverages (including without limitation coverage over general exceptions, survey coverage, contiguity endorsement (if applicable), location endorsement, subdivision endorsement, zoning endorsement, tie-in endorsement and an endorsement that Real Estate Tax assessments do not include other properties, in each case to the extent available in the applicable jurisdiction) reasonably satisfactory to Buyer, and to be reinsured by reinsurers, in which amounts and under reinsurance agreements reasonably satisfactory to Buyer. The cost of any such policy, binder or

equivalent and any surveys, opinions, searches or other materials, information or title "proofs" necessary to obtain the same shall be borne solely by Buyer. In addition, the election of Buyer not to obtain any such policy, binder or equivalent or the failure by Buyer to obtain the same due to Buyer's election or failure to bear the cost of any such surveys, opinions, searches or other materials, information or title "proofs" (which are not in Seller's possession or control and made available to Buyer) shall not constitute an unfulfilled condition to Buyer's obligation to consummate the Closing. Seller shall provide Buyer and its title insurance company with surveys, opinions, searches, abstracts, materials, information and other "proofs" which are currently in its possession or control and without incurring any expense charged by a third party that is not borne by Buyer. In addition, Seller shall provide Buyer's title insurance company such title "proofs", affidavits, "gap" and other reasonable indemnities as may be reasonably requested by such title insurance company and which are reasonably acceptable to Seller and contain such qualifications, limitations, conditions and exclusions therein as are reasonably acceptable to Seller.

(f) The Net Financial Indebtedness of the Business (excluding Madera) shall be zero and the Net Financial Indebtedness of Madera shall be zero.

(g) Since the Balance Sheet Date there shall not have been any event, change or development involving the Business which has had, or which is reasonably likely to have, a Material Adverse Effect.

(h) No proceeding challenging this Agreement or seeking to restrain or prohibit the ownership or operation by Buyer or any of its Affiliates of all or any material portion of the Assets or the Business or to compel Buyer or any of its Affiliates to dispose of all or any material portion of the Business or Assets shall have been instituted by any Person and be pending before any court, arbitrator or governmental body, agency or official.

(i) All receivables, liabilities and loans owing between Seller, on the one hand, and any of its Affiliates (including without limitation Madera), on the other hand, shall have been settled and repaid, other than any differences between estimates of such amounts as of the Closing Date and actual amounts reflected on the Final Balance Sheet or the Madera Final Balance Sheet, which differences will be settled pursuant to Section 2.9.

(j) Buyer shall have received all documents it may reasonably request relating to the existence of Seller and Ball and the authority of Seller and Ball for entering into and the validity of, this Agreement and the Ancillary Agreements, and any other matters relevant hereto or thereto, all in form and substance reasonably satisfactory to Buyer.

SECTION 9.3 Conditions to Obligations of Seller and Ball. The obligations of Seller and Ball to consummate the Closing are subject to the satisfaction of the following further conditions:

(a) (i) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date, (ii) the representations and warranties of Buyer contained in this Agreement and in any certificate or other writing delivered by Buyer pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality, shall be true in all material respects at and as of the Closing Date, as if made at and as of such date and (iii) Seller shall have received a certificate signed by the Chief Executive Officer of Buyer to the foregoing effect.

(b) Each of the Ancillary Agreements shall have been executed and delivered by the parties thereto other than Seller or Ball and, assuming due execution and delivery thereof by Seller and Ball, each such Ancillary Agreement shall be in full force and effect.

(c) Seller and Ball shall have received all documents they may reasonably request relating to the existence of Buyer and the authority of Buyer for entering into and the validity of this Agreement and the Ancillary Agreements and any other matters relevant hereto or thereto, all in form and substance reasonably satisfactory to Seller and Ball.

ARTICLE 10

SURVIVAL; INDEMNIFICATION

SECTION 10.1 Survival. The representations and warranties of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until the second anniversary of the Closing Date or (i) in the case of the representations and warranties contained in Article 7, until expiration of the applicable statutory period of limitations (giving effect to any waiver, mitigation or extension thereof), (ii) in the case of Section 3.23, until the eighth anniversary of the Closing Date and (iii) in the case of Section 3.12, indefinitely. The covenants and agreements to be performed hereunder (including without limitation those set forth in Article 2) shall remain in full force and

effect in accordance with their terms (or, if no survival period is specified, indefinitely); provided that the indemnification obligation of Seller and Ball pursuant to Section 10.2(a)(iv) shall survive the Closing until the eighth anniversary of the Closing Date. Notwithstanding the preceding two sentences, any representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, if notice of the inaccuracy thereof giving rise to such right to indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

SECTION 10.2 Indemnification. (a) Seller and Ball, on a joint and several basis, hereby indemnify Buyer and its Affiliates against and agree to hold each of them harmless from any and all damage, loss, liability and expense (including without limitation reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding, including any expenses incurred in connection with the enforcement of rights of any party pursuant to this Agreement) (collectively, "Loss") incurred or suffered by Buyer or any of its Affiliates arising out of:

(i) any misrepresentation or breach of warranty made by Seller or Ball pursuant to this Agreement, disregarding all qualifications and exceptions contained therein relating to knowledge (except as used in Section 3.14), materiality or Material Adverse Effect;

(ii) any breach of any covenant or agreement to be performed by Seller or Ball pursuant to this Agreement;

(iii)the failure of Seller or Ball to perform their obligations with respect to any Excluded Liability; and

(iv) any Environmental Liabilities;

provided that Seller and Ball shall not be liable (i) under this Section 10.2(a) with respect to any individual item of Loss, unless such item exceeds $50,000 and (ii) under Section 10.2(a)(i) (other than in connection with a misrepresentation or breach of Section 7.2) or 10.2(a)(iv) unless the aggregate amount of Loss with respect to all matters referred to in Section 10.2(a)(i) or 10.2(a)(iv) exceeds $3,000,000 and then only the extent of such excess. Buyer and its Affiliates shall not be entitled to indemnification pursuant to this Section 10.2(a) with respect to any Loss to the extent that such Loss has been reimbursed pursuant to Section 2.9. Buyer and its Affiliates shall not be entitled to indemnification pursuant to Section 10.2(a)(iv) with respect to any Loss to the extent that Buyer and its Affiliates have been indemnified for such Loss pursuant to Section 10.2(a)(i).

(b) Buyer hereby indemnifies Seller, Ball and their respective Affiliates against and agrees to hold each of them harmless from any and all Loss incurred or suffered by Seller, Ball or any of such Affiliates arising out of:

(i) any misrepresentation or breach of warranty made by Buyer pursuant to this Agreement, disregarding all qualifications and exceptions contained therein relating to knowledge, materiality or Material Adverse Effect;

(ii) any breach of covenant or agreement to be performed by Buyer pursuant to this Agreement;

(iii)the failure of Buyer to perform its obligations with respect to any Assumed Liability; and

(iv) the conduct of the Business by Buyer following the Closing;

provided that Buyer shall not be liable (i) under this Section 10.2(b) with respect to any individual item of Loss, unless such item exceeds $50,000 and (ii) under Section 10.2(b)(i) unless the aggregate amount of Loss with respect to all matters referred to in Section 10.2(b)(i) exceeds $3,000,000 and then only the extent of such excess.

SECTION 10.3 Procedures; Exclusivity. (a) The party seeking indemnification under Section 10.2 (the "Indemnified Party") shall give prompt written notice to the party against whom indemnity is sought (the "Indemnifying Party") of any claim, assertion, event or proceeding of which such Indemnified Party has knowledge concerning any Loss as to which such Indemnified Party may request indemnification under such Section or any Loss as to which the $3,000,000 amount referred to in the provisos to Sections 10.2(a) and 10.2(b) may be applied; provided that the failure to give such notice shall not relieve the Indemnifying Party from any liability under Section 10.2, except to the extent that the Indemnifying Party has been prejudiced by such failure. With respect to any such claim or proceeding by or in respect of a third party, the Indemnifying Party shall have the right to direct, through counsel of its own choosing, reasonably satisfactory to the Indemnified Party, the defense or settlement thereof at its own expense. If the Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnifying Party thereby waives, except to the extent such right is expressly reserved by the Indemnifying Party, its right to contest its obligation to indemnify the Indemnified Party pursuant to this Section with respect to such claim or

proceeding and the Indemnified Party may participate in such defense, but in such case the expenses of the Indemnified Party shall be paid by the Indemnified Party; provided that the fees and expenses of such Indemnified Party's counsel shall be borne by the Indemnifying Party if representation of both parties would be inappropriate due to actual or potential differing interests between them. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its records and personnel relating to any such claim, assertion, event or proceeding during normal business hours and shall otherwise cooperate with the Indemnifying Party in the defense or settlement thereof, and the Indemnifying Party shall reimburse the Indemnified Party for all of its reasonable out-of-pocket expenses in connection therewith. Upon assumption of the defense of any such claim or proceeding by the Indemnifying Party, the Indemnified Party shall not pay, or permit to be paid, any part of any claim or demand arising from such asserted liability for so long as the Indemnifying Party is diligently defending such claim or demand and has posted any required appeal bonds in connection therewith, unless the Indemnifying Party consents in writing to such payment or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnifying Party is entered against the Indemnified Party for such liability. No such third party claim may be settled by the Indemnified Party without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. Any such settlement shall include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release of the Indemnified Party from all liability in respect of such claim. If the Indemnifying Party shall fail to promptly defend or fail to promptly prosecute or withdraws from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such claim or proceeding pursuant to this Section and proposes to settle such claim or proceeding prior to a final judgment thereon or to forego any appeal with respect thereto, then the Indemnified Party shall give the Indemnifying Party prompt written notice thereof and the Indemnifying Party shall have the right to participate in the settlement or assume or reassume the defense of such claim or proceeding. Payments pursuant to Section 10.2 shall be limited to the amount of any liability or damage that remains after deducting therefrom any net Tax benefit to the Indemnified Party arising from the insurance proceeds and any incidence or payment of the liability or damage and any indemnity, contribution or other similar payment recovered by the Indemnified Party from any third party with respect thereto. A Tax benefit will be considered to be recognized by the Indemnified Party for purposes of this Section if the Indemnified Party is entitled to a current deduction (for Tax purposes) with respect to an item arising from the incidence or payment of the liability or damage and shall be deemed to be recognized in the tax period in which the indemnity payment occurs, and the amount of the Tax benefit shall be determined by applying the then applicable effective tax rate of the Indemnified Party after any deductions or other allowances reportable with respect to a payment hereunder.

(b) After the Closing, Section 10.2 will provide the exclusive remedy for any claim relating to the subject matter of this Agreement (other than any claim for fraud), except as otherwise provided in Section 12.9.

ARTICLE 11

TERMINATION

SECTION 11.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Seller and Buyer;

(b) by either Seller or Buyer if the Closing shall not have been consummated on or before December 31, 1995;

(c) by either Seller or Buyer if there shall be any law or regulation that makes the consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of any court or governmental body having competent jurisdiction; or

(d) by either Seller or Buyer if the ANC Asset Purchase Agreement is terminated.

The party desiring to terminate this Agreement pursuant to clauses (b) or (c) shall give notice of such termination to the other parties.

SECTION 11.2 Effect of Termination. If this Agreement is terminated as permitted by Section 11.1, such termination shall be without liability of any party (or any stockholder, director, officer, employee, agent, member, consultant or representative of such party) to the other parties to this Agreement; provided that if such termination shall result from the willful and deliberate failure of any party to fulfill a condition to the performance of the obligations of any other party, or the willful and deliberate failure to perform a covenant of this Agreement or willful and deliberate breach by any party to this Agreement of any representation or warranty or agreement contained herein,

such party shall be fully liable for any and all Losses incurred or suffered by the other parties as a result of such failure or breach. The provisions of Section 6.1 shall survive any termination hereof pursuant to Section 11.1.

ARTICLE 12

MISCELLANEOUS

SECTION 12.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to Buyer, to:

Foster Ball, L.L.C.
c/o Saint-Gobain Corporation
750 E. Swedesford Road
P.O. Box 860
Valley Forge, PA 19487-7087
Telecopy: (610) 341-7728

with copies to:

William L. Rosoff
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Telecopy: (212) 450-4800

Thomas A. Decker
Saint-Gobain Corporation
750 E. Swedesford Road
P.O. Box 860
Valley Forge, PA 19487-7087
Telecopy: (610) 341-7728

if to Seller or Ball, to:

R. David Hoover
Ball Corporation
Corporate Headquarters
345 South High Street
P.O. Box 2407
Muncie, Indiana 47305
Telecopy: (317) 747-6813

with a copy to:

Charles W. Mulaney, Jr.
Skadden, Arps, Slate, Meagher & Flom
333 West Wacker Drive
Suite 2100
Chicago, Illinois 60606
Telecopy: (312) 407-0411

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is any day (a "working day") other than a Saturday, Sunday or other day on which commercial banking institutions in the place of receipt are authorized to close. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding working day in the place of receipt.

SECTION 12.2 Amendments and Waivers. (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 12.3 Records. (a) Buyer shall retain for such period as may be prescribed by law, but, except as otherwise provided herein, in any event not less than three years from the Closing, the books and records of Seller delivered to Buyer at the Closing.

(b) Seller shall retain for such period as may be prescribed by law, but, except as otherwise provided herein, in any event not less than three years from the Closing, the originals of all books, records and other documents of which Seller turned over to Buyer copies at the Closing and, before disposing of any

such original documents, shall give Buyer reasonable written notice that it proposes to dispose of such documents; and if Buyer so elects, upon receipt of such notice, Seller will deliver such original documents to Buyer.

SECTION 12.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

SECTION 12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

SECTION 12.6 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 12.7 Entire Agreement; Third Party Beneficiaries. This Agreement, together with the Ancillary Agreements and the Confidentiality Agreements, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 12.8 Bulk Sales Laws. Each party hereto hereby waives compliance by Seller with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state. Seller and Ball agree, on a joint and several basis, to indemnify and hold Buyer harmless against any and all claims, losses, damages, liabilities (including Tax liabilities), costs and expenses incurred by Buyer or any of its Affiliates as a result of any failure to comply with any such "bulk sales", "bulk transfer" or similar laws.

SECTION 12.9 Specific Performance. Each party acknowledges and agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of this fact, the parties agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, each party, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

SECTION 12.10 Disputes; Submission to Jurisdiction. (a) If any dispute or controversy shall arise among the parties as to any matter arising out of or in connection with the transactions contemplated by this Agreement or the Ancillary Agreements, the parties shall attempt in good faith to resolve such controversy by mutual agreement. If such dispute or controversy cannot be so resolved, it shall be resolved solely by adjudication in accordance with the provisions of Section 12.10(b).

(b) Any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, the transactions contemplated by this Agreement or the Ancillary Agreements shall be brought only in the United States District Court for the Southern District of New York, or the courts of the State of New York, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such proceeding) and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding in any such court or that any such proceeding which is brought in any such court has been brought in an inconvenient forum. Subject to applicable law, process in any such proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing and subject to applicable law, each party agrees that service of process on such party as provided in Section 12.1 shall be deemed effective service of process on such party. Nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. WITH RESPECT TO ANY SUCH PROCEEDING IN ANY SUCH COURT, EACH OF THE PARTIES IRREVOCABLY WAIVES AND RELEASES TO THE OTHER ITS RIGHT TO A TRIAL BY JURY, AND AGREES THAT IT WILL NOT SEEK A TRIAL BY JURY IN ANY SUCH PROCEEDING.

SECTION 12.11 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BALL GLASS CONTAINER CORPORATION

By: /s/ R. David Hoover
Name:R. David Hoover

Title: Vice President

BALL CORPORATION

By: /s/ George A. Sissel
Name:George A. Sissel
Title: President and Chief Executive Officer

By: /s/ R. David Hoover
Name:R. David Hoover
Title: Senior Vice President and Chief Financial Officer

FOSTER BALL, L.L.C.

By: /s/ Claude Picot
Name:Claude Picot
Title: Chairman

The undersigned is executing and delivering this Agreement solely for the purpose of agreeing to the provisions of Sections 2.6(c) and 6.6.

SAINT-GOBAIN CORPORATION

By: /s/ Thomas A. Decker
Name: Thomas A. Decker
Title: Executive Vice President

Exhibit 2.2

FOSTER BALL, L.L.C.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

dated as of

June 26, 1995

among

SAINT-GOBAIN HOLDINGS I CORP.

BG HOLDINGS I, INC.

and

BG HOLDINGS II, INC.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

FOSTER BALL, L.L.C.

AMENDED AND RESTATED AGREEMENT dated as of June 26, 1995 among Saint-Gobain Holdings I Corp., a Delaware corporation ("SGH"), BG Holdings I, Inc., a Delaware corporation ("BGHI"), and BG Holdings, II, Inc., a Delaware corporation, ("BGHII"), each in its respective capacity as a Member (as hereinafter defined).

W I T N E S S E T H

WHEREAS, Foster Ball, L.L.C. (the "Company"), Ball Parent and Ball Glass Container Corporation will enter into an Asset Purchase Agreement (the "Ball Purchase Agreement") pursuant to which the Company will purchase substantially all of the glass bottle and jar business of Ball Glass Container Corporation;

WHEREAS, the Company and American National Can Company ("ANC") will enter into an Asset Purchase Agreement (the "ANC Purchase Agreement") pursuant to which the Company will purchase substantially all of the glass bottle and jar business of the Foster Forbes division of ANC; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Ball Purchase Agreement and the ANC Purchase Agreement, the parties wish to associate themselves as members of the Company and to form the Company as a limited liability company under the laws of the State of Delaware and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1. Definitions. (a) As used herein, the following terms have the following meanings:

"Actual Value" means, if the Tropicana Call Right is exercised in 2003, or if Tropicana is terminated on or prior to January 25, 2003, the actual exit value of the Company's ownership interest in Tropicana, which actual value shall be calculated at the time of such exercise or termination, as the case may be, on the basis of the aggregate amounts paid or payable to the Company in connection with such exercise or termination plus the amount of dividends and distributions actually received by or credited to the Company from Tropicana following the date of the purchase of the interests pursuant to Article 10 to the date of termination or exercise.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person; provided that, for purposes of this Agreement, (i) the Company shall not be treated as an Affiliate of any Member or such Member's Affiliates and (ii) no Member or its Affiliates shall be treated as an Affiliate of the Company or as an Affiliate of any other Member or such other Member's Affiliates solely by reason of its ownership interest in the Company. For the purpose of this definition, the term "control" (including its correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Amended and Restated Limited Liability Company Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Applicable Price Range" means the Initial Price Range, or, if a Price Adjustment has occurred, the Adjusted Price Range.

"Average Working Capital Amount" means the sum of (i) the average trade working capital (calculated consistent with the calculation of Base Trade Working Capital and Madera Base Trade Working Capital under the Ball Purchase Agreement) of the business acquired pursuant to the Ball Purchase Agreement for the twelve full months ending immediately prior to the Closing Date, (ii) the working capital of the business acquired pursuant to the ANC Purchase Agreement as reflected on the final audited financial statements of such business as of December 31, 1994 (as determined by the parties hereto to their mutual satisfaction) and (iii) $12 million.

"Ball Members" means BGHI and BGHII and each other Member which is a direct or indirect Subsidiary of Ball Parent.

"Ball Parent" means Ball Corporation.

"Benchmark Amount" means, at any time, the dollar amount equal to the product of (i) the aggregate Ownership Percentage of the Ball Members at such time and (ii) (A) the aggregate Capital Account balances and Preferred Interest Account balances of all of the Members immediately following any distribution or Capital Contribution contemplated by Section 5.1(c) or 3.2(d), respectively, plus (B) the aggregate amount of all other Capital Contributions and Preferred Contributions made by the Members, minus (C) amounts paid in redemption of Preferred Interests pursuant to Section 3.3.

"Business" means the business of designing, developing, manufacturing, marketing and selling glass bottles and jars (excluding perfume and pharmaceutical bottles).

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banking institutions in New York City, New York are authorized to close.

"Call Cycle" means, together, each First Call Period and the successive Second Call Periods which immediately follow such First Call Period.

"Call Price" means, as of any date, the sum of (1) the product of (A) the aggregate Ownership Percentage of the Ball Members on such date times (B) (u) 50% of 7.4 times EBITA of the Company for the most recent fiscal year for which audited financial statements of the Company are available, plus (v) 50% of 5 times EBITDA of the Company for the most recent fiscal year for which audited financial statements of the Company are available, plus (w) the aggregate purchase price paid (including the fair market value of all non-cash consideration and the aggregate principal amount plus accrued interest of all

indebtedness assumed) in connection with any Recent Acquisition, minus (x) the sum of (A) the average Net Financial Indebtedness (excluding Recent Acquisition Indebtedness) of the Company outstanding during the 90-day period prior to the receipt of the applicable Call Notice and (B) Recent Acquisition Indebtedness, minus (y) the aggregate Preferred Interest Amount of all Members, plus (z) the value of any ownership interest of the Company or any Subsidiary in any Person that is not a consolidated Subsidiary determined by applying the Call Price formula to such Person (substituting, for "(A) the aggregate Ownership Percentage of the Ball Members on such date", "(A) the ownership percentage of the Company or such Subsidiary in such Person"), plus (2) the aggregate Preferred Interest Amounts of the Ball Members.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money contributed by such Member to the Company, including without limitation any Preferred Contribution pursuant to Article 3 that has not previously been redeemed.

"Capitalized Lease Obligations" means any obligation to pay rent or other amounts under a lease of (or other agreement conveying the right to use) any property (whether real, personal or mixed) that is or is required to be classified and accounted as a capital lease obligation under GAAP, and, for the purposes of this Agreement, the amount of such obligation at any date shall be the capitalized amount thereof at such date, determined in accordance with GAAP.

"Closing Date" means the date of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. References to specific provisions of the Code include references to corresponding provisions of successor law.

"Company" has the meaning set forth in the recitals hereto.

"Consolidated Interest Expense" of any Person means, for any period, the aggregate interest expense in respect of Indebtedness (including amortization of original issue discount and non-cash interest payments or accruals) and amounts paid or credited as distributions on preferred stock or preferred interests of such Person and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" of any Person for any period means the net income (loss), after minority interests of third parties, of such Person and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (to the extent included in calculating net income (loss)) (i) Extraordinary Charges and Credits, (ii) the cumulative effect of a change in accounting principle, (iii) amounts paid as dividends in cash on preferred stock of such Person and (iv) net income (loss) of such Person and its Subsidiaries for such period in respect of any Person or assets that constitutes a Recent Acquisition. For purposes of clauses (i) through (iv), to the extent related to a Person less than 100% owned by the Company, each amount excluded from Consolidated Net Income pursuant to the foregoing definition shall be excluded only to the extent of such amount times the Company's ownership percentage of such Person.

"Consolidated Net Worth" means at any date the consolidated members equity of the Company and its Subsidiaries at such date.

"Debt Service Amounts" means all cash disbursements required or permitted to be made by the Company for repayment of principal and payment of interest and all other amounts payable under or in respect of (i) the Financing Facilities or (ii) any other Indebtedness of the Company.

"Designated Date" means, with respect to any year, the later to occur of (i) March 30 of such year and (ii) thirty days following the delivery of the audited financial statements of the Company for the prior year.

"Drawdown" means a drawdown of cash contributions from Members pursuant to a Drawdown Notice in accordance with Article 3.

"EBITA" means, with respect to any Person for any period, Consolidated Net Income of such Person for such period (excluding that portion of such Consolidated Net Income attributed to investments of such Person accounted for using the equity or cost basis method), plus, in each case to the extent deducted in determining such Consolidated Net Income of such Person for such period (without duplication), (i) Consolidated Interest Expense of such Person for such period, (ii) provisions for taxes based on or measured by net income or capital of such Person or any Subsidiary of such Person with respect to such period, determined on a consolidated basis for such Person and its Subsidiaries, and (iii) amortization expense for such period, determined on a consolidated basis for such Person and its Subsidiaries. For purposes of clauses (i), (ii) and (iii), to the extent related to a Person less than 100% owned by the Company, each amount added to Consolidated Net Income pursuant to the foregoing definition shall be added only to the extent of such amount times the Company's ownership percentage of such Person. "EBITA" shall be calculated on a "molds expensed" basis (to the extent that molds expensed during such fiscal year does not exceed 115% of molds expensed for the immediately preceding fiscal

year) and (y) amortization expense shall not be added to Consolidated Net Income pursuant to clause (iii) above until such amortization expense exceeds $6 million, and then only to the extent of such excess.

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period (excluding that portion of such Consolidated Net Income attributed to investments of such Person accounted for using the equity or cost basis method), plus, in each case to the extent deducted in determining such Consolidated Net Income of such Person for such period (without duplication), (i) Consolidated Interest Expense of such Person for such period, (ii) provisions for taxes based on or measured by net income or capital of such Person or any Subsidiary of such Person with respect to such period, determined on a consolidated basis for such Person and its Subsidiaries, and (iii) depreciation and amortization expense for such period, determined on a consolidated basis for such Person and its Subsidiaries. For purposes of clauses (i), (ii) and (iii), to the extent related to a Person less than 100% owned by the Company, each amount added to Consolidated Net Income pursuant to the foregoing definition shall be added only to the extent of such amount times the Company's ownership percentage of such Person. "EBITDA" shall be calculated on a "molds expensed" basis (to the extent that molds expensed during such fiscal year does not exceed 115% of molds expensed for the immediately preceding fiscal year).

"Escrow Agreement" means the Escrow Agreement, in form and substance satisfactory to the parties, to be entered into between the Ball Members and the SG Members in the absence of an election by the Ball Members to provide a Letter of Credit pursuant to clause (ii) of Section 10.8(d), which Escrow Agreement, if entered into, shall provide that (i) the funds deposited into escrow pursuant to Section 10.8 shall not be released from escrow to the Ball Members prior to January 25, 2003 and (ii) any amount so released shall be reduced by the amount of any Adjustment Payment payable by the Ball Members to the SG Members pursuant to Section 10.7.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Extraordinary Charges and Credits" means, with respect to any Person for any period any individual, significant, unusual and non-recurring charge or credit of such Person for such period that are not representative of ordinary course operating earnings of such Person including without limitation but by way of example, plant closings, business restructurings, litigation settlements, casualty losses and dispositions of a business segment or product line; provided that, with respect to any product liability or workers compensation claim, no charge shall be deemed an "Extraordinary Charge" unless such charge is in an amount in excess of $1,500,000, net of any insurance recovery in respect thereof, in which case the full amount of such charge shall be deemed an "Extraordinary Charge".

"Financing Facilities" means the bank and/or other debt financing facilities, loans, leases and other arrangements entered into or to be entered into by the Company in connection with obtaining financing for the operation of the Company, including without limitation (i) one or more Loan Agreements to be entered into between the Company and SG Parent or one or more of its Subsidiaries, in form and substance satisfactory to each of the Members, and (ii) instruments, notes, certificates, security documents, financing statements and other documents entered into in connection with, or evidencing any Indebtedness (or Lien securing payment of any Indebtedness) outstanding in respect of, the Financing Facilities, including any amendments thereto and modifications, restatements, waivers, extensions and renewals thereof and any loan or other agreement extending the maturity of, providing additional facilities under, increasing, refinancing or otherwise restructuring or replacing all or any portion of such Indebtedness and other obligations or facilities under any such agreements, instruments or other documents, in each case entered into from time to time in accordance with the provisions of this Agreement; provided that the Financing Facilities shall not include any loan or other agreement or facility relating to Indebtedness between the Company and any Subsidiary of the Company or between Subsidiaries of the Company.

"First Call Period" means the 180-day period commencing on the Designated Date in 2001 and each 180-day period commencing on the Designated Date each succeeding sixth year after 2001; provided that if a First Call Period is scheduled to commence during the pendency of any Put Period (other than any Put Period ending on a Designated Date on which such First Call Period is scheduled to commence), such First Call Period shall instead commence in the year following such Put Period.

"GAAP" means United States generally accepted accounting principles as in effect from time to time or, for purposes of determining the Put Price or Call Price pursuant to Article 10, as in effect on the date hereof.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" of any Person means (i) all indebtedness of such Person for borrowed money, (ii) all indebtedness of such Person evidenced by

notes, bonds, debentures or other similar instruments and (iii) all Capitalized Lease Obligations of such Person.

"Indemnified Losses" means any and all Losses incurred or suffered by any Indemnified Person as a result of or arising from any Specified Proceeding; provided that Indemnified Losses shall not include (x) any Specified Losses or (y) any loss of profit or return on any Indemnified Person's direct or indirect investment in the Company (including any diminution in the value thereof).

"Indemnified Person" means each Member, each Affiliate and Representative of such Member and each employee, officer, director, agent or authorized representative of such Affiliate or Member.

"Interest" means, with respect to any Member, such Member's Ordinary Interest and such Member's Preferred Interest, if any.

"Joint Venture Transactions" means the transactions contemplated by the Transaction Documents.

"Leverage Ratio" means, for any year, the ratio of Net Financial Indebtedness as of December 31 of such year to Consolidated Net Worth as of December 31 of such year.

"License Agreement" means, collectively, one or more license or sublicense agreements that may be entered into between the Company and Ball Parent or its Affiliates, in form and substance satisfactory to the parties hereto.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, or encumbrance in respect of such property or asset. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"Losses" means any and all losses, claims, expenses, damages, costs or liabilities arising from or in connection with or related to any Transaction Documents or the Company's business or affairs.

"Member" means each Person that continues or is admitted as a member of the Company on the date hereof as provided in Section 2.1, and each Person that is admitted as a member of the Company after the date hereof in accordance with the provisions of this Agreement, in each case in such Person's capacity as a member of the Company. For purposes of the Delaware Act, the Members shall constitute one class or group of members.

"Net Adjustment Amount" means the sum of (i) the amount of any purchase price adjustment finally determined to be payable pursuant to Section 2.07 of the ANC Purchase Agreement, plus (ii) the amount of any adjustment payment finally determined to be payable pursuant to Section 2.9 of the Ball Purchase Agreement; provided that the amount of any adjustment referred to in clause (i) above which results in an increase to the purchase price payable under the ANC Purchase Agreement shall be a positive number for purposes hereof and the amount of any such adjustment which result in a decrease to such purchase price shall be a negative number for purposes hereof; and provided further that the amount of any adjustment referred to in clause (ii) above payable by the Company shall be a positive number for purposes hereof and the amount of any such adjustment payable to the Company shall be a negative number for purposes hereof.

"Net Financial Indebtedness" of any Person as of any date means (A) for purposes of determining the Put Price or the Call Price pursuant to Article 10 and for purposes of Section 3.3(f), the (i) Indebtedness of such Person outstanding at such date, plus (with respect to any charge) and minus (with respect to any credit) (ii) the net present value using a discount rate of 9% of the estimated future after-tax cash flows related to any reserve or asset recorded in connection with an Extraordinary Charge or Credit of such Person, minus (iii) cash and cash equivalents of such Person at such date or (B) for all other purposes hereunder, (i) the Indebtedness of such Person outstanding at such date, minus (ii) cash and cash equivalents of such Person at such date.

"Ordinary Interest" means, with respect to any Member, such Member's limited liability company interest in the Company, other than any such interest that is a Preferred Interest.

"Ownership Percentage" means, with respect to any Member at any time, the percentage derived by dividing the aggregate amount of Capital Contributions (excluding Preferred Contributions until such time as any corresponding Preferred Interest is converted to an Ordinary Interest pursuant to Section 3.3(e)) made by such Member as of such time by the aggregate amount of Capital Contributions (excluding Preferred Contributions until such time as any corresponding Preferred Interest is converted to an Ordinary Interest pursuant to Section 3.3(e)) made by all Members as of such time, as such

Ownership Percentage may be adjusted from time to time pursuant to Section 3.3(f).

"Parent" means, except as provided in Section 10, SG Parent and Ball Parent.

"Parent Sideletter" means, collectively, each of the Guaranties executed by Compagnie de Saint-Gobain, SG Parent and Ball Parent as of the date hereof.

"Person" means an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including a government or political subdivision or an agency, unit or instrumentality thereof.

"Preferred Interest" means, with respect to any Member, the limited liability company interest in the Company to be received by such Member pursuant to Section 3.2(e), with respect to which such Member is entitled to the preferential and other rights specified in Section 3.3.

"Preferred Interest Amount" means the aggregate Preferred Interest Accounts (plus any accrued Preferred Return that has not had a corresponding allocation pursuant to Section 4.1(b)(i) or (ii)).

"Preferred Return" means a preferential return on Preferred Interests equal to (i) in the case of an issuance of Preferred Interests (including any Preferred Interests to be issued on a Delayed Contribution Date) to the Ball Members, on the one hand, and the SG Members, on the other hand, pro rata in accordance with their Ownership Percentages, a rate agreed to by the Ball Members and the SG Members at the time of issuance or (ii) in the case of any other issuance of Preferred Interests, the lowest compounded rate which would be applicable in connection with an arms-length issuance by the Company to third parties of a convertible debt security with a two-year maturity, assuming that such indebtedness is not guaranteed by Compagnie de Saint-Gobain but the outstanding indebtedness of the Company is provided, made available or guaranteed by Compagnie de Saint-Gobain up to $645 million. Notwithstanding the foregoing, if the Ball Members default on their obligation to purchase Preferred Interests on a Delayed Contribution Date pursuant to the terms of Section 3.2, at the election of the SG Members, such Preferred Interests (together with all other Preferred Interests issued on the same date as such Preferred Interests) may bear the Preferred Return set forth in clause (ii) above, which Preferred Return shall be deemed to have accrued from the date such Preferred Interests were issued.

"Prime Rate" means the rate of interest publicly announced from time to time by Citibank, N.A. as its prime rate.

"Proceeding" means any suit, proceeding, action, arbitration, investigation or claim by, in or before any court, arbitrator, administrative tribunal, governmental body or agency or other forum.

"Public Offering" means any underwritten public offering of equity securities (or securities convertible into equity securities) of SGH (or any successor) pursuant to an effective registration statement under the Securities Act other than pursuant to a registration statement on Form S-4 or Form S-8 or any successor or similar form.

"Public Offering Call Price" means (i) in the event that the Ball Members have requested, pursuant to Article 11, that SGH issue in a Public Offering a number of securities the net proceeds of which are sufficient to purchase all of the Interests then held by the Ball Members pursuant to Article 11, the product of (x) the number of such securities and (y) the price per share equal to the mid-point of the Initial Price Range or, if a Price Adjustment has occurred, at a price per share equal to 25% higher than the bottom of the Adjusted Price Range or (ii) in the event that the Ball Members have requested, pursuant to Article 11, that SGH issue in a Public Offering a number of securities the proceeds of which are not sufficient to purchase pursuant to Article 11 all of the Interests then held by the Ball Members (or in the event that, following a request to have a number of securities the proceeds of which are sufficient to purchase all of the Interests of the Ball Members be so included, the size of the offering is reduced) the sum of "A" plus "B", where "A" equals the product of (i) the number of securities of SGH included in such Public Offering and (ii) the price per share equal to the bottom of the Applicable Price Range and "B" equals an amount equal to the Put Price; provided that for purposes of calculating the Put Price pursuant to this definition, the Ownership Percentage of the Ball Members shall be equal to the percentage of all outstanding Ordinary Interests which are not purchased for cash pursuant to Article 11.

"Put Commencement Year" means 1998 and each succeeding sixth year thereafter; provided that if a Put Commencement Year is scheduled to occur during the pendency of any Call Cycle, such Put Commencement Year instead shall be the year following the year in which such Call Cycle ends.

"Put Period" means the period commencing on the Designated Date in

each Put Commencement Year and ending on the Designated Date in the year three years following such Put Commencement Year.

"Put Price" means, as of any date, the sum of (1) the product of (A) the aggregate Ownership Percentage of the Ball Members on such date times (B) (u) 50% of 7 times EBITA of the Company for the most recent fiscal year for which audited financial statements of the Company are available, plus (v) 50% of 4.5 times EBITDA of the Company for the most recent fiscal year for which audited financial statements of the Company are available, plus (w) the aggregate purchase price paid (including the fair market value of all non-cash consideration and the aggregate principal amount plus accrued interest of all indebtedness assumed) in connection with any Recent Acquisition, minus (x) the sum of (A) the average Net Financial Indebtedness (excluding Recent Acquisition Indebtedness) of the Company, outstanding during the 90-day period prior to receipt of the applicable Put Notice and (B) Recent Acquisition Indebtedness, minus (y) the aggregate Preferred Interest Amounts of all Members, plus (z) the value of any ownership interest of the Company or any Subsidiary in any Person that is not a consolidated Subsidiary determined by applying the Put Price formula to such Person (substituting, for "(A) the aggregate Ownership Percentage of the Ball Members on such date", "(A) by the ownership percentage of the Company or such Subsidiary in such Person"), plus (2) the aggregate Preferred Interest Amount of the Ball Members. For purposes of this definition, audited financial statements for any fiscal year shall not be deemed to be available until at least 45 days following the end of such fiscal year.

"Recent Acquisition" means, as of any date or with respect to any date of determination, the acquisition (by merger or otherwise) of any Person or assets constituting all or substantially all of a business or operating unit acquired by the Company (by merger or otherwise) during the period commencing on the first day of the most recent fiscal year for which audited financial statements are available and ending on such date.

"Recent Acquisition Indebtedness" means, (i) with respect to any calculation of the Put Price or the Call Price, Indebtedness incurred or assumed during the 90-day period prior to the receipt of the applicable Put Notice or Call Notice, as the case may be, in respect of a Recent Acquisition that is consummated during the 90-day period prior to the receipt of the applicable Put Notice or Call Notice, as the case may be, and (ii) for purposes of Section 3.3(f), as of any date, Indebtedness incurred or assumed during the 90-day period prior to such date in respect of a Recent Acquisition that is consummated during the 90-day period prior to such date.

"Regulations" means the Treasury Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are in effect from time to time. References to specific provisions of the Regulations include references to corresponding provisions of successor regulations.

"Regulatory Approvals" means, with respect to any proposed transaction, all United States and foreign governmental and regulatory authorizations, approvals, consents and clearances required by applicable law to be obtained in connection with such transaction.

"Representative" means, with respect to any Member at any time, each individual who has been appointed by such Member as of such time to serve as one of such Member's representatives on the Members Committee.

"Second Call Period" means (i) the 180-day period commencing on the Designated Date in 2002 and each 180-day period commencing on the Designated Date in each succeeding sixth year after 2002; provided that, with respect to each such period, either (x) a Call Blocking Notice was delivered during the First Call Period immediately preceding such period or (y) a Call Notice was not delivered during the First Call Period immediately preceding such period or (ii) the 180-day period commencing on the Designated Date in each year immediately following a year in which a Call Blocking Notice was delivered during the Second Call Period in such year.

"Securities Act" means the Securities Act of 1933, as amended.

"Services Agreement" means the Services Agreement to be entered into between the Company and Ball Parent or its Affiliates, in form and substance satisfactory to the parties hereto.

"SG Members" means SGH and each other Member which is a direct or indirect Subsidiary of SG Parent.

"SG Parent" means Saint-Gobain Corporation.

"Specified Losses" means, with respect to any Losses incurred by an Indemnified Person, all such Losses arising from, in respect of or in connection with any criminal conduct, intentional tortious conduct, willful misconduct, gross negligence, fraud, violation of public policy or any material breach of any of the terms of the Transaction Documents, in each case on the part of such Indemnified Person or its Affiliates or any of their respective employees, officers, directors, employers, agents or authorized representatives.

"Specified Proceeding" means a Proceeding conducted, brought or threatened by a Person other than the Company or any Indemnified Person.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person; provided that for purposes of this Agreement (i) Tropicana, Madera Glass Company and Heye-America, L.P. shall be deemed Subsidiaries of the Company and (ii) the Company shall not be deemed a Subsidiary of any Member or its Affiliates.

"Taxable Income or Taxable Loss" means the taxable income or loss of the Company for federal income tax purposes, determined in accordance with Section 703(a) of the Code (and for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), increased by the income and gain exempt from tax, and decreased by expenditures of the Company described in Section 705(a)(2)(B) of the Code (including expenditures treated as described in Section 705(a)(2)(B) of the Code under Treasury Regulation Section 1.704-1(b)(2)(iv)(i)). To the extent consistent with the foregoing, Taxable Income and Taxable Loss shall be determined under the accrual method of accounting and in accordance with GAAP.

"Third Party" means any Person other than (i) the Company, (ii) any Member or any Affiliate of such Member, and (iii) any beneficial owner of 5% or more of the capital stock of any Member or Affiliate of such Member.

"Transaction Documents" means this Agreement, the Escrow Agreement, the License Agreement, the Services Agreement, the Parent Sideletter and the Financing Facilities.

"Transfer" means any direct or indirect sale, transfer, exchange, pledge, hypothecation, or other disposition, by operation of law or otherwise, (i) by any Member to any Person (including an Affiliate of such Member but excluding a wholly owned Subsidiary of such Member) of all or any portion of such Member's Interest in the Company or (ii) by any Parent to any Person (other than a wholly owned Subsidiary of such Parent) of all or any portion of such Parent's direct or indirect ownership interest in a Member, and "Transfer", used as a verb, has a corresponding meaning.

"Tropicana" means Tropicana Industrial Glass Company, a Delaware general partnership.

"Tropicana Call Right" means the call right of the Tropicana Partner in year 2003 pursuant to the terms of the Joint Venture Agreement between ANC and Tropicana Partner.

"Tropicana Partner" means Tropicana Products, Inc.

"Tropicana Value" means that portion of the Put Price or the Call Price, as the case may be, that is attributable to Tropicana based upon the application of the formula used in calculating such price to Tropicana on a stand-alone basis.

(b) Each of the following terms is defined in the Section set forth opposite such term:

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(c) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, and all accounting determinations hereunder shall be made, in accordance with GAAP.

ARTICLE 2

FORMATION AND PURPOSES OF THE COMPANY

SECTION 2.1. Formation of the Company. Upon the execution of this Agreement or a counterpart hereof by each of the parties hereto and the filing of a Certificate of Formation with the State of Delaware, SGH and the Ball Members hereby form and establish the Company under this Agreement and the provisions of the Delaware Limited Liability Company Act, 6 Del. C. Section Section 18-101 et seq. (as amended, and any successor to such statute, the "Delaware Act"). Effective upon the execution hereof, the rights, duties and liabilities of the Members shall be as provided in this Agreement and, except as herein otherwise expressly provided, in the Delaware Act.

SECTION 2.2. Name of the Company. The name of the Company shall be "Foster Ball, L.L.C.". The business of the Company shall be conducted under such name or such other names (upon notice to all the Members) as the Members may from time to time determine.

SECTION 2.3. Purpose of the Company. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is engaging in, any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in any and all activities necessary or incidental to the foregoing. In furtherance of its purpose, (a) the Company shall have and may exercise all of the powers now or hereafter conferred by Delaware law on limited liability companies formed under the Delaware Act and (b) the Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the protection and benefit of the Company.

SECTION 2.4. Office; Registered Agent. (a) The Company's registered agent and office in the State of Delaware shall be The Corporation Trust

Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

(b) The business address of the Company will be such address as may be designated by action of the Members.

SECTION 2.5. Term. The term of this Agreement shall commence on the date hereof and the Company shall have a perpetual existence unless earlier dissolved in accordance with the provisions of Article 15.

SECTION 2.6. Title to Company Property. All property of the Company, whether real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in such property.

SECTION 2.7. Filing of Certificates. SGH is hereby designated as an authorized person, within the meaning of the Delaware Act, to execute, deliver and file, or to cause the execution, delivery and filing of, any amendments or restatements of the certificate of formation of the Company and any other certificates, notices, statements or other instruments (and any amendments or restatements thereof) necessary or advisable for the formation of the Company or the operation of the Company in all jurisdictions where the Company may elect to do business.

ARTICLE 3

CAPITAL CONTRIBUTIONS

SECTION 3.1. General. The aggregate amount of Capital Contributions made by any Member as of any time shall not be reduced by the aggregate amount theretofore distributed (as a return of capital or otherwise) to such Member, and amounts so distributed to such Member shall not be available for any future Drawdown from such Member.

SECTION 3.2. Capital Contributions. (a) Each Member agrees to make its Capital Contributions to the Company from time to time as hereinafter set forth. The Company shall, as and when required pursuant to Section 3.2(d) (but subject to Section 6.9 (j)) or 3.2(e), deliver to each Member a notice (a "Drawdown Notice") setting forth the Capital Contribution required or permitted to be made by such Member and the other Members at such time in accordance with Section 3.2(d) or (e), as the case may be. Each Member shall make Capital Contributions in such amounts and at such times as the Company shall specify in the Drawdown Notices so delivered from time to time to such Member. All Capital Contributions shall be paid to the Company in immediately available funds in United States Dollars, by wire transfer to an account designated by the Company prior to the close of business (New York City time) on the date (the "Drawdown Date") specified in the applicable Drawdown Notice (which date shall not be less than five Business Days following delivery of the Drawdown Notice) or, in the case of Capital Contributions made pursuant to Section 3.2(c), on the Closing Date.

(b) Immediately following the execution hereof, the Capital Contributions and Ownership Percentages of the Members shall be as follows:

Member	Capital Contribution	Ownership Percentage
SGH	$580	58%
BGHI	$210	21%
BGHII	$210	21%

(c) At the Closing, SGH and the Ball Members shall make additional capital contributions ("Closing Capital Contributions") in the amounts set forth on Annex 3.2(c). Immediately following the making of the Closing Capital Contributions, the aggregate Capital Contributions and Ownership Percentages of the Members shall be as follows:

Member	Capital Contribution	Ownership Percentage
SGH	$249,400,000	58%
BGHI	$ 90,300,000	21%
BGHII	$ 90,300,000	21%

(d) Within five Business Days following the determination of the Net Adjustment Amount, the Company shall deliver to each Member a Drawdown Notice setting forth any additional Capital Contribution required to be made by such Member pursuant to this Section 3.2(d). If the Net Adjustment Amount is a positive number, (i) that portion of the Net Adjustment Amount representing a net adjustment payment in excess of the Average Working Capital Amount resulting from an increase in working capital shall be funded by the Company by borrowing under the Financing Facility, and (ii) with respect to the remaining portion of such Net Adjustment Amount (including that portion resulting from an increase in working capital of less than or equal to the Average Working Capital Amount and

that portion representing a net adjustment payment other than in respect of increases in working capital), the Members shall be required to make additional Capital Contributions (which shall not be Preferred Contributions) in proportion to their Ownership Percentages.

(e) If for any four consecutive fiscal quarters of the Company, the Net Financial Indebtedness of the Company exceeds $620 million, the SG Members shall have the right to cause the Company to deliver a Drawdown Notice to each Member calling for additional Capital Contributions (each, a "Preferred Contribution") to be made to the Company in an aggregate amount equal to the excess of the average Net Financial Indebtedness for such four fiscal quarters over $620 million in exchange for the issuance of Preferred Interests to the contributing Members; provided that a Drawdown Notice may not be delivered pursuant to this paragraph (e) more than once during any period of two consecutive fiscal quarters. Except as otherwise provided below, any such Preferred Contributions shall be made by the SG Members and, at the option of the Ball Members exercisable by written notice (the "Election Notice") to the SG Members delivered no later than two Business Days prior to the applicable Drawdown Date, by the Ball Members pro rata (or in such lesser amount as the Ball Members shall specify in such notice) with the SG Members in proportion to their respective Ownership Percentages. If the Ball Members so elect to make a Preferred Contribution pursuant to the foregoing sentence, such Preferred Contribution (the "Ball Preferred Contribution") may be made on the Drawdown Date or at the election of the Ball Members on a date (the "Delayed Contribution Date") no later than six months following the Drawdown Date otherwise applicable to such Preferred Contribution (the "Original Drawdown Date"), which Delayed Contribution Date shall be set forth in the applicable Election Notice. If the Ball Members elect to make a Ball Preferred Contribution on the Delayed Contribution Date, the amount of Preferred Contribution to be made by the SG Members on the Original Drawdown Date shall be increased by the amount of the Ball Preferred Contribution, and the amount of Preferred Interests issued to the SG Members shall be increased accordingly. On the Delayed Contribution Date, the SG Members shall transfer to the Ball Members the portion of the Preferred Interests representing the Ball Preferred Contribution plus any accrued Preferred Return thereon in consideration for a payment by the Ball Members to the SG Members of an amount in cash equal to the Ball Preferred Contribution, together with interest thereon from the date of issuance of such Preferred Interests to the Delayed Contribution Date at a rate that is equal to the sum of (x) the rate set forth in clause (ii) of the definition of "Preferred Return" in this Agreement and (y) 1%. On the Delayed Contribution Date, the portion of the positive balance of the Preferred Interest Accounts of the SG Members representing the Preferred Interests to be transferred to the Ball Members on such date shall be deemed transferred, in respect of such Preferred Interests, to the Preferred Interest Accounts of the Ball Members.

SECTION 3.3. Preferred Interests. (a) Each Member holding a Preferred Interest shall be entitled to receive the Preferred Return with respect thereto.

(b) The Preferred Return will accrue cumulatively on a daily basis and be compounded annually from the date of issuance until the earlier to occur of the Redemption Date or the conversion of the Preferred Interest to an Ordinary Interest pursuant to Section 3.3(e).

(c) If, for two consecutive fiscal quarters of the Company, Net Financial Indebtedness of the Company has been less than $620 million, the Company shall make distributions to the Members in proportion to their respective Preferred Interest Account balances (plus any accrued Preferred Return that has not had a corresponding allocation pursuant to Section 4.1(b)(i) or (ii)) of the Distributable Amount, if any, which distributions shall be applied to the redemption of all or any portion of the Preferred Interests then outstanding; provided that if more than one tranche of Preferred Interests has been issued and remains outstanding (pursuant to multiple Drawdown Notices delivered from time to time pursuant to Section 3.2(c)), the earliest issued tranche of Preferred Interests shall be redeemed first. The redemption price (the "Redemption Price") for such Preferred Interests (or portion thereof) shall be equal to the amount of the Preferred Contribution made in connection with the issuance of such Preferred Interests (or portion thereof) in cash, together with the accrued Preferred Return (less any distributions with respect to the Preferred Interests) thereon to such Redemption Date, without interest. If only a portion of the Preferred Interests are redeemed pursuant to this Section 3.3, the Company shall redeem all or part of the remaining Preferred Interests as soon as the Company may effect such redemption consistent with the provisions of this Section 3.3. The Company shall effect any redemption pursuant to Section 3.3 of only a portion of any tranche of the then outstanding Preferred Interests pro rata according to the then outstanding amounts of the Preferred Contributions made with respect to such tranche by each Member holding Preferred Interests of such tranche.

(d) In the event the Company shall redeem the Preferred Interests, notice of such redemption shall be given by first class mail, postage prepaid, mailed not less than 5 days prior to the redemption date (the "Redemption Date") to each Member holding a Preferred Interest at such Member's address as the same appears on the books of the Company; provided that neither the failure to give such notice nor any defect therein shall affect the validity of the giving of

notice for the redemption of the Preferred Interests to be redeemed except as to the Member holding a Preferred Interest to whom the Company has failed to give said notice or except as to any Member whose notice was defective. Each such notice shall state: (i) the Redemption Date; (ii) the Redemption Price; (iii) the portion of the Preferred Interests to be redeemed; and (iv) that the Preferred Return on the Preferred Interests to be redeemed will cease to accrue on such Redemption Date.

(e) Notwithstanding anything herein to the contrary, if the Company has not delivered to the Members the notice of redemption of the Preferred Interests referred to in Section 3.3(d) within twenty-four months following the date of issuance of such Preferred Interests, either the SG Members or the Ball Members may elect to cause the Company to convert all, but not less than all, of such Preferred Interests outstanding for more than twenty-four months (including such Preferred Interests held by all other Members) to Ordinary Interests; provided that the electing Members hold Preferred Interests at the time of such election. Any such election shall be made by delivery of written notice to the Company and the other Members within 15 Business Days following such twenty-four month anniversary. Such conversion shall be deemed to have been effected as of the close of business on the date of such notice and the Member or Members holding such Preferred Interests shall be deemed to have become the holders of the Ordinary Interests represented thereby. At the time of such conversion, the positive balance of the Preferred Interest Account of each Member holding a Preferred Interest to be converted shall be deemed transferred, in respect of the Preferred Interest so converted, to the Capital Account of such Member. The Capital Accounts of the Members shall be adjusted at such time and in the manner provided in Section 4.1(c).

(f) Upon any conversion of Preferred Interests pursuant to this Section 3.3, the Ownership Percentage of each Member shall be adjusted in the manner set forth on Annexes 3.3(f)-1 and 3.3(f)-2.

SECTION 3.4. No Return of or Income on Capital Contributions. (a) Except as otherwise provided in this Agreement, no Member shall be permitted to borrow, make an early withdrawal of, or demand or receive a return of any portion of its Capital Contributions. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or Preferred Interest Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise contemplated by the Transaction Documents (including without limitation the Services Agreement).

ARTICLE 4

CAPITAL ACCOUNTS; PREFERRED INTEREST ACCOUNTS AND ALLOCATIONS

SECTION 4.1. Capital Accounts; Preferred Interest Accounts; Allocations. (a) A capital account (a "Capital Account") shall be established for each Member on the books and records of the Company. The initial balance of each Member's Capital Account shall give effect to the Capital Contributions (other than Preferred Contributions) made by such Member as of the date hereof. Each Member's Capital Account shall be increased by any allocations of Taxable Income to the Capital Account of such Member pursuant to Section 4.1(b) to, and by any additional Capital Contributions (other than Preferred Contributions) hereunder by, that Member and to reflect any conversions of Preferred Interests pursuant to Section 3.3(e), and shall be reduced by any allocations of Taxable Loss and by any distributions (other than any distributions in respect of Preferred Interest Accounts) to that Member. In addition to each Member's Capital Account, the Company shall establish another account (the "Preferred Interest Account") for each Member, which shall be increased by any Preferred Contributions by that Member, by any Preferred Interests transferred to such Member pursuant to Section 3.2(e) and by any allocations to the Preferred Interest Account of such Member of Taxable Income pursuant to Section 4.1(b)(i) and (ii) to that Member. The Preferred Interest Account shall be reduced by any distributions made pursuant to Section 3.3(c) or 15.3(b) (in each case, other than distributions with respect to the accrued Preferred Return that has not had a corresponding allocation to the Preferred Interest Account pursuant to Section 4.1(b)(i) or (ii)), any transfers of Preferred Interests by such Member to any other Member pursuant to Section 3.2(e) or any conversion of Preferred Interests pursuant to Section 3.3(e).

(b) Except as otherwise provided herein, Taxable Income of the Company for any year shall be allocated as follows: (i) first, to the Preferred Interest Account (or Capital Account, in the case of any Member that has converted all or a portion of its Preferred Interest to an Ordinary Interest pursuant to Section 3.3(e) or has had all or a portion of its Preferred Interest redeemed pursuant to Section 3.3(c)) of each Member in an amount equal to the excess, if any, of the Preferred Return that has accrued with respect to such Member's Preferred Interest (prior to any corresponding conversion or redemption) for prior years (earliest years first) over the amount of Taxable

Income that previously has been allocated to such Member's Preferred Interest Account (or Capital Account, as the case may be) with respect to such Preferred Return under clause (i) or (ii) of this Section 4.1(b), (ii) second, any Taxable Income for the year not allocated under clause (i) shall be allocated to the Preferred Interest Account (or Capital Account, in the case of any Member that converted all or a portion of its Preferred Interest to an Ordinary Interest during such year or had all or a portion of its Preferred Interest redeemed during such year) of each Member in an amount equal to the Preferred Return that has accrued with respect to such Member's Preferred Interest (prior to any corresponding conversion or redemption) for such year and (iii) third, any remaining Taxable Income of the Company for the year not allocated under clause (i) or (ii), or any Taxable Loss of the Company for the year, shall be allocated to the Capital Accounts of the Members in proportion to their Ownership Percentages.

(c) The Capital Accounts of each Member shall be adjusted, as provided in this Section 4.1(c), immediately prior to the conversion of any Preferred Interest pursuant to Section 3.3(e). Each Member's Capital Account will be adjusted to be equal to (immediately prior to any such conversion):

(P x A) - B

WHERE

P = The Current Value, as defined in Step 1 of Annex 3.3(f)-1.

A = Such Member's Ownership Percentage in effect immediately prior to such conversion.

B = In the case of any Member that has previously converted any Preferred Interest to an Ordinary Interest pursuant to Section 3.3(e) or has previously had any Preferred Interest redeemed pursuant to Section 3.3(c), an amount equal to the excess, if any, of the Preferred Return that had accrued with respect to such previously converted or redeemed Preferred Interest over the Taxable Income that previously has been allocated to such Member's Preferred Interest Account or Capital Account with respect to such Preferred Interest pursuant to Section 4.1(b)(i) or (ii); and in the case of any other Member, zero.

SECTION 4.2. Tax Allocations. Except as otherwise provided herein or required by the Code or the Regulations or applicable state law, Taxable Income, Taxable Loss and any other items of the Company shall be allocated among the Members for federal and state income tax purposes in the same proportions as they share the corresponding items pursuant to Section 4.1.

ARTICLE 5

DISTRIBUTIONS

SECTION 5.1. Distributions. (a) If the Company shall have any Taxable Income with respect to any fiscal year in which no Preferred Interests were outstanding, the Company shall distribute to the Members in proportion to their Ownership Percentages an amount (the "Annual Tax Amount") equal to the sum of (A) the product of the Taxable Income of the Company and the highest marginal local income tax rate for such fiscal year that would be imposed on the Company if the Company were a corporation (the "local tax rate"), (B) the product of the Taxable Income of the Company (which shall be reduced by any hypothetical deduction available to the Company with respect to the local income tax deemed to be imposed on the Company under clause (A)) and the highest marginal state income tax rate for such fiscal year that would be imposed on the Company if the Company were a corporation (the "state tax rate"), (C) the product of the Taxable Income of the Company (which shall be reduced by the sum of the amounts calculated in clauses (A) and (B)) and the highest marginal federal income tax rate (or, if the taxable income of the Company is computed with reference to alternative minimum taxable income, the highest alternative minimum tax rate) for such fiscal year imposed on a domestic corporation (the "federal tax rate"), and (D) the amount of any positive or negative adjustment to the sum of (A), (B) and (C) then required under the last sentence of this Section 5.1(a). With respect to fiscal years during which Preferred Interests were outstanding at any time, solely for purposes of calculating the Annual Tax Amount, the Taxable Income of the Company shall be reduced (but not below zero) by the aggregate allocation of Taxable Income pursuant to Section 4.1(b)(i) and (ii) during such year (the "Preferred Income Amount"), and the Company shall distribute to the Members, in proportion to the amount of the Member's allocation of Taxable Income pursuant to Section 4.1(b)(i) and (ii) for the year over the total of all of the Member's allocation of Taxable Income pursuant to Section 4.1(b)(i) and (ii), an amount (the "Preferred Tax Amount") equal to the sum of (E) the product of the Preferred Income Amount and the local tax rate, (F) the product of the Preferred Income Amount and the state tax rate, and (G) the product of the Preferred Income Amount and the federal tax rate. The Company shall make a good faith estimate of the Annual Tax Amount and Preferred Tax Amount with respect to each year, and cash distributions shall be made to the Members in an amount equal to 25% of such estimate on April 14, June 14, September 14 and December 14

of such year. To the extent that the Company has made any cash distribution under Section 5.1(b) during a fiscal year, the Annual Tax Amount and Preferred Tax Amount for such year shall be reduced by such distribution. Notwithstanding the foregoing provisions of this Section 5.1(a), a distribution of cash otherwise required by this Section 5.1(a), (i) shall not be made to the extent that, after giving effect to such distribution, taking into account the Company's expected cash flow, the Company would have insufficient financial resources to satisfy its operating requirements, to make any payments of Debt Service Amounts and to make any capital expenditures that it is then legally obligated to make and (ii) shall be subject to any restrictions then applicable under the Financing Facilities or then applicable to any other Indebtedness of the Company or any of its Subsidiaries incurred in accordance with this Agreement. In the event that the Annual Tax Amount or Preferred Tax Amount for any fiscal year exceeds (by reason of clause (i) or (ii) of the preceding sentence or an underestimate of the Annual Tax Amount for such year) or is less than the aggregate amount of the quarterly distributions made by the Company under this Section 5.1(a) with respect to such fiscal year, the Company shall, subject to clauses (i) and (ii) of the preceding sentence and the second preceding sentence, make appropriate adjustment to the amount of cash distributions otherwise to be made under this Section 5.1(a) in subsequent fiscal years in order to give effect to the net cumulative amount of such excess or deficiency, as the case may be, as promptly as possible.

(b) Subject to any restrictions contained in the Financing Facilities or applicable to any other Indebtedness of the Company or its Subsidiaries incurred in accordance with this Agreement, the Company, no later than June 30 of each year, shall distribute to the Members in proportion to their respective positive Capital Account balances as of the end of the prior year the percentage of the Company's Consolidated Net Income (the "Distributable Amount") for the prior year determined to be so available, after giving effect to any payments made pursuant to Section 5.1(a), set forth opposite the applicable Leverage Ratio for such year as set forth below:

<TABLE>

Leverage Ratio For Any Fiscal Year	Percent of Consolidated Net Income
<S>	<C>
less than 0.5:1	at least 75%; provided that any such distribution shall be made only to the extent that such distribution would not cause the Leverage Ratio to be equal to or greater than 0.5:1.
greater than 0.5:1 and less than or equal to 1:1	at least 50%; provided that any such distribution shall be made only to the extent that such distribution would not cause the Leverage Ratio to be greater than 1:1.
greater than 1:1 and less than or equal to 1.2:1	at least 25%; provided that any such distribution shall be made only to the extent that such distribution would not cause the Leverage Ratio to be greater than 1.2:1.
greater than 1.2:1	No obligation to distribute Consolidated Net Income.

</TABLE>

Notwithstanding the foregoing and the requirements of Section 3.3(c), the Company shall first make any distributions pursuant to this Section 5.1(b) in respect of any Preferred Interests then outstanding until such Preferred Interests are redeemed in full and then to the Members in proportion to their respective Capital Account Balances as set forth above.

(c) If the Net Adjustment Amount is a negative number, the Company shall distribute to the Members in proportion to their Ownership Percentages, within 10 Business Days following the determination of the Net Adjustment Amount, an aggregate amount in cash equal to the Net Adjustment Amount.

(d) Notwithstanding any provision of this Agreement to the contrary, the Company shall not make any distributions pursuant to this Agreement except to the extent permitted under the Delaware Act and other applicable law.

SECTION 5.2. Amounts Withheld. Promptly upon learning of any requirement under any provision of the Code or any other applicable law requiring the Company to withhold any sum from a distribution to a Member or to make any payment to any taxing authority in respect of such Member, the Company shall give written notice to such Member of such requirement and, if practicable, shall cooperate with such Member in all lawful respects to minimize or to eliminate any such withholding or payment. The Company is authorized to withhold from distributions to the Members and to pay over to any taxing authority any amounts which it reasonably determines are required to be so withheld pursuant to the Code or any provisions of any other applicable law. All amounts withheld pursuant to the Code or any provision of any other applicable law with respect to any distribution to any Member shall be treated as amounts distributed to such Member pursuant to this Article 5 for all purposes under this Agreement.

SECTION 5.3. Distributions upon Dissolution. Upon dissolution and winding up of the Company, the Company shall make distributions in accordance with Section 15.3.

ARTICLE 6

GOVERNANCE AND MANAGEMENT OF THE COMPANY

SECTION 6.1. Management by the Members. (a) The Company shall be managed by the Members.

(b) Subject to Section 6.9, each Member shall be entitled to vote on or approve or consent to any action permitted or required to be taken or any determination required to be made by the Company or the Members under this Agreement or the Delaware Act. With respect to any action to be taken by the Members on any matter submitted to the Members at any time, each Member shall be entitled to the number of votes equal to (i) such Member's Ownership Percentage at such time times (ii) 100.

(c) Any vote or consent of the Members under this Agreement shall be taken at meetings of the Members Committee held pursuant to Section 6.2 or by written consent pursuant to Section 6.4. No management or voting power hereunder shall be vested in the Members Committee or in any of the Representatives, and all management and voting power hereunder shall be vested in and reserved to the Members as provided herein.

SECTION 6.2. Forum for Meetings; Composition of the Members Committee; Voting Agents; Holding of Meetings. (a) The forum for meetings of the Members shall be a committee consisting of the Members (the "Members Committee"). Each Member shall be represented at Members Committee meetings by its Representatives and each Member shall appoint and authorize one of its Representatives as its Voting Agent. The total number of Representatives of the Members that shall initially be entitled to attend Members Committee meetings shall be five, of which three initially shall be designated by SGH and one each initially shall be designated by BGHI and BGHII. Each Member will also be entitled to appoint one or more alternates who may serve in the absence of such Members' Representatives. In the event of any change in the respective Ownership Percentages of the Members in the aggregate, the total number of Representatives permitted to attend Members Committee meetings shall, if necessary, be increased or decreased effective as of such time in order that attendance at Members Committee meetings by Representatives will be in proportion, as nearly as practicable, to the respective Ownership Percentages of the Members, with BGHI and BGHII having the right, at all times that such Person is a Member, to designate at least one Representative. Any Representative or alternate appointed by a Member may be replaced at any time by such Member (with or without cause), but such Representative or alternate may not be replaced or removed by any other Member. Any appointment or replacement (with or without cause) of a Representative or an alternate by a Member shall be effective upon written notice of such appointment or replacement given to the Company and the other Members. Each Representative or alternate shall serve for indefinite terms at the pleasure of the appointing Member.

(b) Each Member shall appoint and authorize one of its Representatives (a "Voting Agent"), or successive alternates in the event such Voting Agent is not in attendance at a meeting of the Members Committee, to act for such Member, as directed by such Member, for purposes of casting such Member's votes, acting by consent, taking any other actions pursuant to this Article 6 and making any election or decision to be made by such Member pursuant to this Agreement. The appointment and authorization of a Voting Agent by a Member hereunder shall be revocable by such Member at any time in its discretion; provided that any appointment or revocation of a Voting Agent hereunder shall be effective upon written notice of such appointment or revocation given to the Company and the other Members. To the fullest extent permitted by law, a Voting Agent shall be deemed the agent of the Member that so appointed such Representative as Voting Agent, and such Voting Agent shall not be deemed an agent or subagent of the Company or the other Members, shall have no independent authority. Each Member, by execution of this Agreement, agrees and consents to the actions and decisions of such Voting Agents within the scope of such Voting Agents' authority as provided herein as if such actions or decisions had been taken or made by the Member appointing such Voting Agents.

(c) The Members Committee shall meet quarterly at such place and time as shall be determined by mutual agreement of the Members. Special meetings of the Members Committee, to be held at the offices of the Company as above provided (or such other place as shall be determined by mutual agreement of the Members), shall be called at the direction of any Member, and for reasonable cause shown, upon not less than 10 Business Days' written notice given by the CEO or the Secretary of the Company to all Members (which officer shall give such notice if properly directed so to do as aforesaid). Emergency meetings of the Members Committee may be held at the offices of the Company as above provided (or such other place as shall be determined by the Members upon not less than forty-eight (48) hours' telephone notice to all Members specifying in reasonable detail the nature of such emergency (to be confirmed promptly by written telecopier notice) by any Member or the CEO or Secretary of the Company.

(d) With respect to quarterly meetings, not later than seven Business Days before each such meeting and, with respect to non-quarterly non-emergency meetings, together with the notice of each such meeting, the Secretary of the Company (or such other Person who is giving such notice) shall deliver to each Member an agenda specifying in reasonable detail the topics to be discussed at the applicable Members Committee meeting. Any Member that wishes to have any additional matter discussed at any such meeting for which notice has been given shall use reasonable efforts to give notice to the Secretary of the Company and each other Member, not later than two Business Days prior to any such meeting, of each matter it so wishes to discuss; provided that the failure to give such notice shall not preclude any Member from requesting during any meeting that such additional matters be addressed at such meeting.

SECTION 6.3. Quorum; Manner of Acting; Adjournments. Except as otherwise provided in Section 6.9, the presence, in person or by proxy, of one or more Members with a majority of the total number of votes of the Members shall constitute a quorum for the transaction of business. Except as otherwise provided in Section 6.9, the affirmative vote of one or more Members with a majority of the total number of votes held by the Members present in person or by proxy at a meeting at which a quorum exists, shall control the actions of the Members. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Members may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Members Committee, the Members present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At each meeting of the Members Committee, an individual chosen by Members with a majority of the total votes held by the Members present thereat shall act as chairman of the meeting and preside thereat. The secretary of the Company (the "Secretary") or, in the case of his absence, any person whom the chairman shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

SECTION 6.4. Action by Written Consent. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if all of the Members unanimously consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Representatives.

SECTION 6.5. Telephonic Meetings. Representatives may participate in a meeting of the Members Committee by means of conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 6.6. Company Minutes. The decisions and resolutions of the Members Committee will be reported in the minutes, which will state the date, time and place of the meeting (or the date of the written consent in lieu of a meeting), the Representatives present at a meeting, the resolutions put to a vote (or the subject of a written consent) and the results of such voting (or written consent). The minutes will be entered in a minute book kept at the principal office of the Company and a copy of the minutes will be provided to each Representative.

SECTION 6.7. Conflicts of Interest. Except as otherwise provided in this Agreement or the other Transaction Documents, with respect to any action to be taken by the Representatives as to which any Member appointing such Representative has a conflict of interest of which such Representative is aware, such Representative shall disclose such conflict and the nature thereof to each other Representative prior to the taking of any action thereon by the Representatives.

SECTION 6.8. Officers and Employees. (a) The principal officers of the Company shall be a chief executive officer ("CEO"), who shall, subject to Section 6.9 and any action taken by the Members, be responsible for the day-to-day operations of the Company, a chief financial officer, a controller, a director of operations and a Secretary, who shall have the duty, among other things, to record the proceedings of the meetings of the Members Committee in a book kept for that purpose, and such other persons as the Members may in their discretion determine. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of CEO and Secretary. It is understood that the Members may at any time act, as contemplated by Section 6.2, to override any determination or decision made by the CEO or other officers of the Company at or prior to the effectiveness of such determination or decision (or, in the case of any matter other than a transaction with a Third Party entered into in accordance with Section 6.9, at or prior to such time). No officer or employee of the Company (or Representative or Member) shall be or be designated, or be deemed to be or be designated, a manager of the Company within the meaning of the Delaware Act.

(b) Except as otherwise provided herein, the principal officers of the Company shall be employees of the Company. Each such officer shall hold office until his successor is appointed, or until his earlier death, resignation

or removal. The remuneration of all principal officers shall be fixed by the Members Committee.

(c) In addition to the principal officers contemplated by Section 6.8(a), the Company may have such other subordinate officers as the Members Committee may deem necessary. Subject to the supervision and review of the Members Committee, the CEO shall have the authority to appoint any such subordinate officers (and to fix compensation for) and to remove such officers.

(d) In addition to the authority granted to the CEO pursuant to Section 6.8(c), any officer may be removed, with or without cause, at any time, by the Members Committee.

(e) Any officer may resign at any time by giving written notice to the Secretary. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(f) Except as otherwise provided herein and at all times subject to the supervision and direction of the Members Committee, each of the principal officers of the Company shall have such powers as would be incident to the comparable officer of a Delaware corporation and such other powers and perform such other duties as may from time to time be conferred upon or assigned to such officer by or pursuant to authority delegated by the Members Committee.

SECTION 6.9. Actions Requiring Consent of Parties. Except as may be specifically contemplated pursuant to this Agreement or any other Transaction Document, the Company shall not, and shall not permit any of its Subsidiaries to, take any of the following actions without the written consent of each Member, which consent shall not unreasonably be withheld:

(a) Certificate of Formation. Alter, repeal, amend or adopt any provision of the certificate of formation or other constituent documents of the Company or any Subsidiary of the Company;

(b) Indebtedness. (i) Incur, assume, or at any time be liable with respect to, any Indebtedness or (ii) refinance, replace, amend, extend or renew any Indebtedness, including, without limitation, the Financing Facilities;

(c) Other Business. Engage in any business or activity other than the Business or activities incidental thereto; or engage in any business outside of the United States of America, other than in connection with the exportation of products manufactured by the Company;

(d) Accounting; Tax. (i) Make any change in the tax or financial accounting principles of the Company or its Subsidiaries from those in effect on the date hereof, except for changes required by generally accepted accounting principles or applicable law or regulation or (ii) remove or appoint the independent auditors of the Company or its Subsidiaries;

(e) Business Combination. Effect any merger, sale, consolidation or any other similar business combination, of the Company or any Subsidiary of the Company with another Person or amend or waive any provision of the ANC Purchase Agreement;

(f) Purchase or Sale of Assets. Purchase or acquire, sell, assign, lease, exchange, transfer or dispose of assets of the Company or its Subsidiaries, in one transaction or a series of transactions, having a fair market value in excess of $10 million, other than (w) sales of inventory or purchases of inventory or supplies in the ordinary course of business, (x) as may be specified in an annual capital expenditure budget approved pursuant to Section 6.9(l), (y) as contemplated by the ANC Purchase Agreement or (z) as may be permitted pursuant to Section 6.10;

(g) Dissolution. (i) Dissolve or liquidate, or adopt any plan of dissolution or liquidation, (ii) consent to or commence any suit, proceeding or other action or file a petition or consent to a petition (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization of relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it, or (B) seeking appointment of a receiver, liquidator, assignee, trustee, custodian or other similar official for it or all or any substantial part of its assets, (iii) make any assignment for the benefit of creditors, (iv) admit in writing its inability to pay its debts generally as they become due, (v) voluntarily dissolve itself or (vi) take any corporate action in furtherance of any such action;

(h) Transactions with Affiliates. Except as expressly contemplated by the Transaction Documents or the ancillary agreements entered into in connection with the ANC Purchase Agreement or the Ball Purchase Agreement, directly or indirectly do any of the following: lease, sell or transfer any property or services to or lease or purchase any property or services from, make any investment in, make any loan or advance to, or receive any loan, advance or

investment from, incur or suffer any Lien, liability, or obligation to, or guaranty, extend credit for, or suffer any liability for any obligation of, or modify the terms of any existing transaction or arrangement with, or engage in any other transaction or arrangement with, or commit to such a transaction or arrangement with, any Member, any Affiliate of the Company or any Member, or any director or executive officer of any Member; provided that the foregoing provisions of this Section 6.9(h) shall not prohibit (i) the Company or any Subsidiary of the Company from declaring or paying any lawful distribution permitted hereunder, (ii) any transaction or arrangement specifically permitted by the certificate of formation of the Company in effect on the date hereof, (iii) any transaction or arrangement between the Company and any wholly-owned Subsidiary of the Company or (iv) any transaction or arrangement of a class and to the extent previously approved as a class of transactions pursuant to this Section 6.9;

(i) Certain Officers. Appoint the CEO, Chief Financial Officer, Controller or Director of Operations of the Company;

(j) Equity Issuance and Repurchase. Issue (other than an issuance of Preferred Interests pursuant to Section 3.2(e) or any conversion thereof pursuant to Section 3.3), sell, dividend, distribute, redeem (other than a redemption of Preferred Interests pursuant to Section 3.3), convert, exchange, repurchase, cancel, retire or otherwise dispose of equity interests, phantom equity or similar rights or interests or any warrants, options or other rights to purchase, substitute for or acquire equity interests, phantom equity or similar rights or interests or securities convertible into or exchangeable for any equity interests, phantom equity or similar rights or interests of the Company or any of its Subsidiaries;

(k) Litigation; Tax Claims. Settle any Proceeding or any tax claim or audit adjustment, or series of related Proceedings, claims or adjustments, with any Person for an amount in excess of $500,000;

(l) Budgets. Subject to Section 6.10, adopt any annual capital expenditure budget;

(m) Registration. Except as provided pursuant to Article 11 or in connection with a transaction specifically approved pursuant to this Section 6.9, file any registration statement under the Securities Act;

(n) Employee Benefits. Implement, adopt, amend or alter any (i) severance or termination policy covering any Representative, officer or employee of the Company or any Subsidiary of the Company, (ii) employment, deferred compensation, severance, termination or other similar agreement with any Representative, officer or employee of the Company or any Subsidiary of the Company and (iii) compensation, bonus or other benefit plan (including without limitation any welfare, pension, profit-sharing, retirement or other plan or commitment) of the Company or any Subsidiary of the Company;

(o) Other Transactions. Enter into any other agreement, arrangement or transaction which is either out of the ordinary course of business of the Company and its Subsidiaries or which creates a commitment on the part of the Company or any of its Subsidiaries for a period in excess of one year, other than agreements, arrangements or transactions which (i) pursuant to the terms hereof are specifically permitted without prior approval pursuant to this Section 6.9 or (ii) previously have been approved pursuant to this Section 6.9.

SECTION 6.10. Budgets. If a proposed annual capital expenditure budget for a given fiscal year is submitted for approval pursuant to Section 6.9(l) and is not approved by the Members, the annual capital expenditure budget most recently approved by the Members pursuant to Section 6.9(l) shall remain in effect as the annual capital expenditure budget for such fiscal year; provided that for (i) each of the 1995 and 1996 fiscal years of the Company, aggregate capital expenditures may be made in an amount not to exceed 120% of the forecasted depreciation and amortization expense set forth in the business operating budget referred to in Section 7.1 for such fiscal year, (ii) each of the 1996 and 1997 fiscal years of the Company, aggregate capital expenditures may be made in an amount not to exceed 120% of depreciation and amortization expense of the Company for the prior fiscal year and, with respect to the annual capital expenditure budget for each fiscal year commencing with the 1998 fiscal year, aggregate capital expenditures may be made in an amount not to exceed 110% of the actual depreciation and, to the extent such amortization expense relates to a prior capital expenditure, amortization expense of the Company for the prior fiscal year. For purposes of this Section 6.10, all calculations of amortization expense shall exclude amortization of purchase accounting intangibles.

SECTION 6.11. Authorization to Enter into Transaction Documents; Ratification. Notwithstanding any other provision of this Agreement to the contrary, each of the Company and the CEO on behalf of the Company is hereby authorized to enter into, and execute, deliver, acknowledge and perform, each Transaction Document to which the Company is a party, all without any further act, approval or vote of the Members.

SECTION 6.12. Certain Agreements of Members Committee. The Members

Committee shall attempt in good faith to maintain a level of Indebtedness of the Company outstanding at any time which is at least 30% of the sum of (x) outstanding Indebtedness of the Company at such time and (y) the aggregate Capital Account balances and Preferred Interest Account Balances of the Members at such time.

ARTICLE 7

FINANCIAL MATTERS; INFORMATION

SECTION 7.1. Provision of Financial Information. For each fiscal year during the term of this Agreement, the Company shall present annually to the Members Committee, with respect to the Company and each of its Subsidiaries (presented separately and on a consolidated basis), (i) a business operating budget and, subject to approval pursuant to Section 6.10, a capital expenditure budget for the then immediately succeeding fiscal year and (ii) a business plan for the then next succeeding three-year period.

SECTION 7.2. Fiscal Year. The fiscal year of the Company shall end on December 31 in each year.

SECTION 7.3. Books of Account. At all times during the continuance of the Company, the Company shall maintain separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Business in accordance with GAAP consistently applied, including without limitation the accounting principles, which principles may be amended or modified from time to time subject to the provisions of Section 6.9. As soon as practicable following the date hereof, but in any event prior to the Closing, the parties shall use their reasonable best efforts to agree on a list of certain fundamental accounting principles (in each case in accordance with GAAP) to be used initially by the Company, which principles may be amended or modified from time to time subject to the provisions of Section 6.9. Such books of account, together with a copy of this Agreement and of the Certificate of Formation of the Company, shall at all times be maintained at the business address of the Company. The books of account and the records of the Company shall be examined by and reported upon as of the end of each fiscal year by Price Waterhouse unless and until another firm of independent public accountants is selected by the Members in accordance with Section 6.9. Any Member shall have the right to have a private audit of the Company books and records conducted at reasonable times and after reasonable advance notice to the Company for any purpose reasonably related to such Member's Interest in the Company, but any such private audit shall be at the expense of the Member desiring it, and shall not be paid for out of Company funds.

SECTION 7.4. Financial Statements. (a) With respect to each fiscal year, the Company shall use its commercially reasonable efforts to cause to be prepared and submitted to each Member no later than 45 (or, in the case of the Company's first fiscal year, 60) calendar days after the end of such fiscal year, the following financial statements, accompanied by the report thereon of the independent accountants for the Company:

(i) a consolidated balance sheet of the Company as at the end of such fiscal year;

(ii) consolidated statements of income, members' equity and cash flows for such fiscal year; and

(iii) a statement of the Members' respective Capital Accounts and Preferred Interest Accounts and changes therein for such fiscal year.

(b) With respect to each fiscal quarter, the Company shall use its commercially reasonable efforts to cause to be prepared and submitted to each Member within 15 (or, in the case of fiscal quarters ending during the Company's first fiscal year, 20) Business Days of the end of such fiscal quarter, the following financial statements, prepared in accordance with GAAP consistent with past practice:

(i) a consolidated balance sheet of the Company as at the end of such fiscal quarter;

(ii) consolidated statements of income, members' equity and cash flows for such fiscal quarter; and

(iii) a statement of the Members' respective Capital Accounts and Preferred Interest Accounts and changes therein for such fiscal quarter.

(c) With respect to each month of December (such month being the last month of the Company's fiscal year), the Company shall use its commercially reasonable efforts to cause to be prepared and submitted to each Member, within 20 (or, in the case of December of 1995, 25) Business Days of the end of such month, the following financial statements, prepared in accordance with GAAP

consistent with past practice:

(i) a consolidated balance sheet of the Company as at the end of such month;

(ii) consolidated statements of income, members' equity and cash flows for such month; and

(iii) a statement of the Members' respective Capital Accounts and Preferred Interest Accounts and changes therein for such month.

(d) With respect to each month other than December, the Company shall use its commercially reasonable efforts to cause to be prepared and submitted to each Member the following financial statements within the times indicated:

(i) consolidated balance sheet and consolidated statement of cash flows for such month, within 10 (or, in the case of the Company's first fiscal year, 15) Business Days of the end of such month; and

(ii) consolidated statements of income and members' equity for such month, within 5 (or, in the case of the Company's first fiscal year, 10) Business Days of the end of such month.

SECTION 7.5. Inspection Rights of Members. Any Member, and any accountants, attorneys, financial advisers and other representatives of such Member and its Affiliates, may, from time to time at such Member's sole expense, for any reasonable purpose visit and inspect the properties of the Company, examine (and make copies and extracts of) the Company's books, records and documents of every kind, and discuss the Company's affairs with its officers, employees and independent accountants, all at such reasonable times as such Member may request on reasonable notice.

ARTICLE 8

TAX MATTERS

SECTION 8.1. Partnership for Tax Purposes. The Members agree that it is their intention that the Company shall be treated as a partnership for purposes of United States Federal, state and local income tax laws, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent herewith. In furtherance of the foregoing, the Company will file as a partnership for United States federal income tax purposes. If a change in applicable law (including a revenue ruling, revenue procedure or other administrative pronouncement) would cause the Company not to be treated as a partnership for United States federal income tax purposes, the Members shall endeavor in good faith to reach an agreement on restructuring the Company so that it will be so treated (which may, subject to the following proviso, entail a merger of the Company into an entity treated as a partnership for federal income tax purposes); provided that no Member shall be required to agree to any restructuring that it reasonably determines would have an adverse effect on the assets, properties, business or condition, or otherwise would be adverse to the interests of or cause the incurrence of any material expenditure by, such Member or any Affiliate of such Member.

SECTION 8.2. Tax Returns. Subject to Section 6.9, all matters relating to all tax returns (including amended returns) filed by the Company, including tax audits and related matters and controversies, shall be determined and conducted by the Tax Matters Partner after consultation with the other Members. The Tax Matters Partner shall prepare and file or cause to be prepared and filed all tax returns (including amended returns) filed by the Company. Copies of all federal income tax returns and all other material tax returns shall be provided to each of the Members at least 30 days prior to filing. As promptly as practicable, and in any event in sufficient time to permit timely preparation and filing by each Member of its respective state and Federal tax returns, the Company shall deliver to each Member a copy of each state and Federal tax return or tax report filed by the Company.

SECTION 8.3. Tax Elections. Subject to Section 6.9, elections for Federal income tax purposes (and corresponding elections for state, local and foreign purposes), except as stated in Section 8.1, required or permitted to be made by the Company, and all material decisions with respect to the calculation of its income or loss for tax purposes, shall be made in such manner as the Tax Matters Partner shall determine after consultation with the other Members.

SECTION 8.4. Tax Matters Partner. SGH is hereby designated as the Company's "Tax Matters Partner" for such taxable year under Section 6231(a)(7) of the Code (and shall be the tax matters partner under all other applicable laws). SGH is specifically directed and authorized to take whatever steps it, in its discretion, deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under Treasury regulations.

ARTICLE 9

CERTAIN COVENANTS OF THE MEMBERS

SECTION 9.1. Confidentiality. Each Member shall keep confidential and not reveal, and shall cause its Affiliates and the officers, directors, employees, agents and Representatives of such Member and its Affiliates, to keep confidential and not reveal, to any other Person (other than to the Company or its officers and employees, to any Affiliate or any officer, director, employee, agent or Representative of such Member or its Affiliates (each of whom shall be subject to the confidentiality obligations set forth herein), or to any other Member or such other Member's Affiliates), from the date hereof through the third anniversary of the first date on which such Member is no longer a member of the Company, any and all confidential documents, trade secrets, secret processes or methods and other confidential information concerning, relating to or in connection with the Company, the Business, the Joint Venture Transactions, the manufacture or sale of products by the Company, or the processes and designs owned by the Company, that come to the knowledge of such Member or its Affiliates or their respective representatives or agents by reason of the relationship of such Member or Affiliate with the Company ("Information"), except for such Information that (a) is generally available to the public (other than as a result of a disclosure by such Member or its Affiliates), (b) is available to such Person on a non-confidential basis from a source that is not prohibited from disclosing such Information to such Person or (c) after notice and an opportunity to contest, such Person is required to disclose under any applicable law, subpoena or other legal process or pursuant to any agreement with a national securities exchange; provided that nothing in this Section 9.1 shall preclude any Member or its Affiliates from using any Information in any manner reasonably connected to its investment in the Company or as contemplated by the Transaction Documents.

SECTION 9.2. Noncompetition. (a) Each Member agrees that, commencing on the Closing Date and during the term of this Agreement, neither it nor any of its Affiliates shall:

(i) engage, either directly or indirectly, as a principal or for its own account or solely or jointly with others, or as stockholders or equity owners in any corporation or other entity, in any business (whether such business was established by such Member or any of its Affiliates or was acquired as an existing business) that designs, develops or manufactures glass bottles and jars other than perfume and pharmaceutical bottles (the "Competing Business") in the United States; provided that nothing herein shall prohibit the acquisition by any Member or any of its Affiliates of a diversified company having not more than 10% of its sales (based on its latest published annual audited financial statements) attributable to any business engaged in the Competing Business; or

(ii) solicit for employment any employee of the Company.

(b) From and after the Closing Date, if any Member or any of its Affiliates proposes to establish any new glass bottle or jar manufacturing facility located in Mexico or Canada which, when constructed, would sell products in a manner that would compete with the Business in the United States, then such Member (the "Offering Member") or Affiliate shall first offer to the Company the opportunity for the Company or any of its Subsidiaries to establish, in lieu of the Offering Member and its Affiliates, such facility (the "Offer"), which Offer shall be made in writing and shall set forth in reasonable detail the nature and scope of the activity proposed to be engaged in, including all material terms thereof. The Company, for itself and any of its Subsidiaries, shall have thirty (30) days from receipt of the Offer to accept or reject it. If the Company does not accept (for itself or any of its Subsidiaries) the Offer within such thirty (30) day period, it shall be deemed to have rejected the Offer, and the Offering Member or its Affiliates shall be permitted to establish such facility on terms no more favorable to such Offering Member or its Affiliates than those described in the Offer. If the Company, for itself or any of its Subsidiaries, accepts the Offer, the Offering Member and its Affiliates shall not pursue such opportunity to establish such facility; provided that if the Company or such Subsidiary, as applicable, does not within a commercially reasonable period of time after such acceptance take reasonable steps to pursue such opportunity, other than as a result of a violation of this Agreement or wrongful acts or bad faith on the part of the Offering Member or its Affiliates, then the Offering Member or its Affiliates shall be permitted to pursue such opportunity on terms no more favorable to the Offering Member than those terms described in the Offer. If the Offering Member or its Affiliates do not take reasonable steps to pursue such opportunity contemplated by the Offer within a reasonable period of time after acquiring the right to do so in accordance with the foregoing provisions of this Section, then they shall lose their right to pursue such opportunity and thereafter be required to reoffer the opportunity to do so to the Company in accordance with, and shall otherwise comply with, this Section.

(c) From and after the Closing Date, if any Member or any of its Affiliates acquires a majority ownership interest in any company or business in

Mexico or Canada which is engaged in (in whole or in part) the manufacture of glass bottles or jars and sells such products in a manner that would compete with the Business in the United States, such Person will use reasonable good faith efforts to enter into an arrangement if reasonably feasible pursuant to which the other Members would receive, directly or indirectly through the Company, a percentage interest in the portion of the acquired business or assets consisting of the Competing Business equal to the Ownership Percentage of such Member. Any such arrangement shall be entered into subject to applicable law and on terms and conditions to be agreed by the parties.

(d) If any provision contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Section, but this Section shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the parties that if any of the restrictions or covenants contained herein is held to cover a geographic area or to be for a length of time which is not permitted by applicable law, or in any way construed to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable law, a court of competent jurisdiction shall construe and interpret or reform this Section to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable law. Each Member acknowledges that the Company would be irreparably harmed by any breach of this Section and that there would be no adequate remedy at law or in damages to compensate the Company for any such breach. Each Member agrees that the Company shall be entitled to injunctive relief requiring specific performance by any Member of this Section, and each Member consents to the entry thereof.

SECTION 9.3. SG Guaranty. For so long as any one or more SG Members collectively retain an Ownership Percentage in excess of 50%, Compagnie de Saint-Gobain or one of its Subsidiaries reasonably acceptable to the Ball Members shall guarantee, provide or otherwise make available to the Company a Financing Facility providing for Indebtedness of the Company of up to $645 million.

SECTION 9.4. Certain Activities. Each Member hereby agrees that it shall not hold any assets, or engage in any activities or business, or take any actions, other than in connection with its Interests in the Company and the transactions contemplated hereby or by the other Transaction Documents.

ARTICLE 10

TRANSFER OF INTERESTS; EXIT RIGHTS

SECTION 10.1. General Restrictions on Transfer. (a) No Transfer may be made by any Ball Member unless such Transfer is expressly permitted by, and is otherwise in accordance with, the provisions of this Article 10 or Article 11.

(b) Each SG Member may make Transfers; provided that each such Transfer is made in accordance with the provisions of this Article 10.

SECTION 10.2. Certain Permitted Transfers. Subject to Sections 10.9 and 10.10 hereof and notwithstanding anything herein to the contrary, any Member may at any time make Transfers to another wholly owned direct or indirect Subsidiary of the Parent of such Member.

SECTION 10.3. Right of First Refusal with Respect to SG Interests. (a) Except as provided in Section 10.3(g), if an SG Member or any of its Affiliates shall receive from or otherwise negotiate with a Third Party a bona fide offer to sell to such Third Party all or any portion of such SG Member's Interest, either directly or indirectly through the sale of the equity interests in such Member (the "Offered Interest"), and such SG Member, or the applicable Affiliate thereof, intends to pursue the sale, directly or indirectly, of the Offered Interest to such Third Party, then such SG Member will provide the Ball Members with written notice of such offer (an "Offer Notice"), setting forth the type of Transfer, the type of Interest being Transferred (preferred or ordinary), the identity of the Third Party, the consideration proposed to be paid by such Third Party for the Offered Interest (the "Offer Price") and all the other material terms and conditions of such offer (the "Third Party Offer Terms").

(b) Upon receipt of an Offer Notice from such SG Member, the Ball Members shall then have the right, subject to Section 10.3(d), to purchase from such SG Member all, but not less than all, of the Offered Interest at the Offer Price, payable in cash and otherwise on the Third Party Offer Terms. To the extent the Offer Price includes non-cash consideration, the value of such non-cash consideration will be determined by agreement of such SG Member and the Ball Members or, if they are unable to agree, by an independent investment banking firm selected by such SG Member and the Ball Members. The right of the

Ball Members pursuant to this Section 10.3(b) will be exercisable by the delivery of notice to such SG Member (the "Notice of Exercise"), within 10 Business Days after the date of receipt of the Offer Notice. The right of the Ball Members pursuant to this Section 10.3(b) will terminate if not exercised within 10 Business Days after the date the Offer Notice is received. In no event will the sale of any Offered Interest be consummated sooner than 20 Business Days following the date of the Offer Notice

(c) In the event that the Ball Members exercise their rights to purchase the Offered Interest in accordance with Section 10.3(b), then such SG Member will Transfer the Offered Interest to the Ball Members, in such amounts and as among such Ball Members as the Ball Members shall designate in writing to such SG Member, as promptly as practicable after the date of delivery of the Notice of Exercise received by such SG Member at the Offer Price and otherwise on the Third Party Offer Terms.

(d) At the closing of any purchase and sale pursuant to this Section 10.3, such SG Member shall deliver its Offered Interest, free and clear of all Liens (other than any Lien created under the Financing Facilities), together with duly executed written instruments of transfer with respect thereto, in form and substance reasonably satisfactory to the purchasers of the Offered Interest, against delivery by such purchasers of the Offer Price for such Offered Interest by wire transfer, in immediately available funds, to the account of such SG Member which is designated for such purpose at least two Business Days prior to the closing date of such purchase and sale.

(e) If such SG Member has complied with the provisions of Section 10.3(a) and the Ball Members have determined not to exercise their rights to purchase the Offered Interest, then such SG Member shall have the right for a period of 90 days from the earlier of (i) the expiration of the period specified in Section 10.3(b) or (ii) the date on which such SG Member receives notice from the Ball Members that they will not exercise their rights under this Section 10.3, to complete the Transfer of the Offered Interest to the Third Party specified in the Offer Notice at a price not less than the Offer Price and otherwise on terms and conditions no less favorable to such SG Member than the Third Party Offer Terms; provided that (i) such Transfer will be consummated in accordance with Sections 10.9 and 10.10 and (ii) such Transfer will not violate any applicable laws.

(f) In the event that the Ball Members do not exercise their rights to purchase the Offered Interest in accordance with this Section 10.3, and such SG Member shall not have Transferred the Offered Interest in accordance with Section 10.3(e) before the expiration of the 90-day period described in Section 10.3(e), then such SG Member and its Affiliates may not Transfer the Offered Interest without again complying with this Section 10.3.

(g) The provisions of this Section 10.3 will not apply to any Transfer pursuant to Section 10.2.

SECTION 10.4. Tag-along Rights. (a) Except as provided in Section 10.4(e), if any SG Member proposes to Transfer, either directly or indirectly through the sale of the equity interests in such Member, all or any portion of its Interest to any Third-Party (a "Tag-along Purchaser") pursuant to a bona fide offer to purchase, in one transaction or series of similar transactions (a "Tag-along Offer"), such SG Member shall provide written notice (the "Tag-along Offer Notice") of such Tag-along Offer to the Ball Members (the effective date of such notice being the "Tag-along Notice Date") in the manner set forth in this Section 10.4. The Tag-along Offer Notice shall identify the type of Transfer, the type of Interest being Transferred (preferred or ordinary), the Tag-along Purchaser, the portion of the Interest proposed to be Transferred, the consideration for the Interest being Transferred (the "Tag-along Offer Price") and other material terms and conditions of the Tag-along Offer (the "Tag-along Offer Terms") and, in the case of a Tag-along Offer in which the Tag-along Offer Price consists in part or in whole of consideration other than cash, such information relating to such consideration as the Ball Members may reasonably request as being necessary for the Ball Members to evaluate such non-cash consideration, it being understood that such request shall not obligate such SG Member to deliver any information to the Ball Members not provided to such SG Member by the Tag-along Purchaser.

The Ball Members shall have the right, exercisable as set forth below, to accept the Tag-along Offer, for up to the portion of their aggregate Interests determined pursuant to Section 10.4(b), at the proportion of the Tag-along Offer Price for the Interests being transferred by the Ball Members and on the Tag-along Offer Terms. If one or more Ball Members desire to accept the Tag-along Offer, such Ball Members shall provide such SG Member with written notice (a "Tag-along Notice") (specifying the type and portion of their Interests which such Ball Members desire to Transfer) within 10 Business Days after the Tag-along Notice Date (the "Tag-along Notice Period"). The Tag-along Notice shall be irrevocable and binding, and shall constitute an irrevocable acceptance of the Tag-along Offer, at the proportion of the Tag-along Offer Price for the Interests being transferred by the Ball Members and on the Tag-along Offer Terms by such Ball Members for the portion of their Interests specified therein.

As soon as practicable after the expiration of the Tag-along Notice Period, such SG Member shall notify the accepting Ball Members of the portion of the Interest such Ball Members are obligated to Transfer pursuant to the Tag-along Offer and Section 10.4(b). Such SG Member shall notify the Ball Members of the proposed date of any sale ("Sale Date") pursuant to this Section 10.4 no less than 10 Business Days prior to the Sale Date, and the accepting Ball Members shall deliver to such SG Member a limited power-of-attorney authorizing such SG Member to Transfer such Interest pursuant to the terms of the Tag-along Offer and all other documents required to Transfer the Interests pursuant to the Tag-along Offer or to be executed in connection with Tag-along Offer, no less than two days prior to the Sale Date.

(b) (i) The Ball Members shall have the right to Transfer, pursuant to the Tag-along Offer, with respect to each type of Interest (preferred and ordinary) held by them, a portion of such type of Interests up to the product (the "Tag-along Ratio") of the total Interest of such type offered to be Transferred by such SG Member or offered to be purchased by the Tag-along Purchaser as set forth in such Tag-along Offer multiplied by the percentage of all outstanding Interests of such type owned by the Ball Members.

(ii) In no event may the Ball Members Transfer pursuant to any given Tag-along Offer more than the portion of their Interest specified in the Tag-along Notice applicable to such Tag-along Offer. If at the termination of the Tag-along Notice Period the Ball Members shall not have accepted the Tag-along Offer, the Ball Members will be deemed to have waived any and all of their rights under this Section 10.4 with respect to the Transfer of any portion of their Interests pursuant to such Tag-along Offer.

(c) Such SG Member shall have 90 days from the termination of the Tag-along Notice Period (assuming that the Ball Members shall not have accepted the Tag-along Offer) in which to consummate the Transfer contemplated by the Tag-along Offer to the Tag-along Purchaser at the Tag-along Offer Price and on the Tag-along Offer Terms. If, at the end of such 90-day period, such SG Member has not completed the Transfer contemplated by the Tag-along Offer Notice, all of the restrictions on Transfer contained in this Agreement with respect to the Interest owned by the SG Member shall again be in effect.

(d) Promptly after the consummation of the Transfer of the Interests pursuant to the Tag-along Offer, such SG Member shall notify each participating Ball Member thereof, shall remit to such Ball Member the total sales price of the Interest of such Ball Member Transferred pursuant thereto, and shall furnish such other evidence of such Transfer (including the time of completion) and the terms thereof as may be reasonably requested by such Ball Member.

(e) The provisions of this Section 10.4 shall not apply to any proposed Transfer of the Interests by an SG Member pursuant to Section 10.2.

(f) Notwithstanding anything contained in this Section 10.4, there shall be no liability on the part of any SG Member to any Ball Member if the Transfer of Interests pursuant to Section 10.4(c) is not consummated for whatever reason. Whether to effect a Transfer of Interests pursuant to this Section 10.4 by an SG Member is in the sole and absolute discretion of such SG Member.

(g) Each Ball Member shall be required to bear its proportionate share up to but in no event in excess of the net proceeds received by such Ball Member for the Interest Transferred by it pursuant to such Tag-along Offer, of any escrows, holdbacks or adjustments in purchase price under the terms of the purchase agreement relating to such Tag-along Offer.

SECTION 10.5. Saint-Gobain Purchase Rights. (a) The SG Members shall have the right, exercisable by written notice (a "Call Notice") to the Ball Members during any First Call Period to purchase (or to cause any of their Affiliates to purchase) all, but not less than all, of the Interests held by the Ball Members for an aggregate amount in cash equal to the Call Price (subject to Section 10.8(d)) on the date of such Call Notice; provided that the Ball Members may block any such purchase by delivering to the SG Members, within 10 Business Days following receipt of such Call Notice, a written notice (a "Call Blocking Notice") stating that the Ball Members are exercising their right to block such purchase pursuant to this Section 10.5.

(b) The SG Members shall have the right, exercisable by delivery of a Call Notice to the Ball Members delivered during any Second Call Period, to purchase (or to cause any of their Affiliates to purchase) all, but not less than all, of the Interests held by the Ball Members for an aggregate amount in cash equal to the Put Price on the date of such Call Notice; provided that if the Put Price is less than the Benchmark Amount, the Ball Members shall have the right, by delivery of a Call Blocking Notice, to block the exercise of the Second Call Right unless the SG Members agree to purchase the Interest of the Ball Members pursuant to this Section 10.5 for a purchase price equal to the Benchmark Amount, in which case the Ball Members shall be obligated to Transfer their Interest to the SG Members for the Benchmark Amount.

(c) The SG Members shall have the right, exercisable by written notice delivered to the Ball Members within the 2 Business Day period (i) prior to the commencement of any "road show" relating to a Public Offering being effected at the request of the Ball Members pursuant to Article 11 (a "Proposed Offering"), (ii) following any reduction (for any reason) in the size of a Proposed Offering once such "road show" has commenced or (iii) following any Price Adjustment, to purchase (or to cause any of its Affiliates to purchase) all, but not less than all, of the Interests held by the Ball Members for an amount in cash equal to the Public Offering Call Price (subject to Section 10.8(d)) on the date of such notice.

(d) If the registration statement with respect to the Proposed Offering has not been declared effective within the 180-day period following the filing thereof or if the Proposed Offering is otherwise terminated at the election or direction of any Ball Member, the SG Members shall have the right, by written notice delivered to the Ball Members within 90 days following such 180-day period or such termination, as the case may be, to purchase (or to cause any of their Affiliates to purchase) all, but not less than all, of the Interests held by the Ball Members for an amount in cash equal to the Put Price on the date of such notice.

(e) Any purchase by the SG Members of the Interests of the Ball Members pursuant to this Section 10.5 shall be, as among such SG Members, in such amounts and as among such SG Members as the SG Members shall designate in writing to the Ball Members. Any closing of the purchase of Interests held by the Ball Members pursuant to this Section 10.5 shall be consummated by the later of (i) 10 Business Days following final determination of the purchase price (the "Determination Date") applicable to such purchase pursuant to this Section 10.5 or (ii) 10 Business Days following receipt of all required consents and approvals, but in any event not later than the 100th day following the Determination Date.

(f) Any purchase of Interests of the Ball Members pursuant to this Section 10.5 on or prior to January 25, 2003 is subject to the making of an Adjustment Payment to the extent that the purchase price of such purchase is determined by reference to the Put Price or the Call Price.

(g) Notwithstanding anything herein to the contrary, any purchase of Interests by the SG Members (or any of its Affiliates) pursuant to this Section 10.5 may, at the election of the SG Members, instead be structured as a redemption of such Interests by the Company.

SECTION 10.6. Ball Sale Rights. (a) The Ball Members shall have the right, exercisable by written notice (the "Put Notice") to the SG Members during any Put Period, to cause the SG Members (or Affiliates of the SG Members designated by the SG Members) to purchase all, but not less than all, of the Interests held by the Ball Members for an aggregate amount in cash equal to the Put Price (subject to Section 10.8(d)) on the date of such Put Notice.

(b) Any purchase by SG Members of the Interests of the Ball Members pursuant to this Section 10.6 shall be, as among such SG Members, in such amounts and as among such SG Members as the SG Members shall designate in writing to the Ball Members. Any closing of the purchase of the Interests held by the Ball Members pursuant to this Section 10.6 shall be consummated by the later of (i) 10 Business Days following the Determination Date or (ii) 10 Business Days following receipt of all required consents and approvals, but in any event not later than the 100th day following the Determination Date.

(c) Any purchase of Interests of the Ball Members pursuant to this Section 10.6 on or prior to January 25, 2003 is subject to the making of an Adjustment Payment.

(d) Notwithstanding anything herein to the contrary, any purchase of Interests by the SG Members pursuant to this Section 10.6 may, at the election of the SG Members, instead be structured as a redemption of such Interests by the Company.

SECTION 10.7. Adjustment Payment. (a) Following any purchase on or prior to January 25, 2003 by the SG Members (or any of their Affiliates) of the Interests of the Ball Members pursuant to Section 10.5 or 10.6 or Article 11 in which the purchase price for such Interests was equal to (or was calculated on the basis of) the Call Price or the Put Price, as the case may be, and if the Tropicana Call Right is exercised in 2003 or if Tropicana is terminated on or before January 25, 2003, a payment (an "Adjustment Payment") will be made in an amount equal to the difference between the (i) Tropicana Value used in the calculation of such Put Price or Call Price, as the case may be, and (ii) Actual Value. The amount of any Adjustment Payment shall bear interest from and including the date of payment of the Put Price or Call Price, as the case may be, to but excluding the date of payment at a rate per annum equal to the Prime Rate during the period from the Closing Date to the date of payment. Such interest shall be payable at the same time as the Adjustment Payment to which it relates and shall be calculated daily on the basis of a year of 365 days and the actual number of days elapsed.

(b) Any Adjustment Payment shall be made by the SG Members to the

Ball Members to the extent that the Actual Value exceeds the Tropicana Value and by the Ball Members to the SG Members to the extent that the Tropicana Value exceeds the Actual Value.

(c) Any Adjustment Payment shall be made as promptly as practicable following January 25, 2003 by wire transfer of immediately available funds to an account designated by the SG Members or the Ball Members, as the case may be, by written notice to the other.

SECTION 10.8. Calculation of Purchase Price. (a) If the (i) Ball Members disagree with the SG Members' calculation of the Call Price, Put Price or Public Offering Call Price as set forth in any Call Notice or other written notice required to be delivered by the SG Members to the Ball Members pursuant to Section 10.5 or (ii) SG Members disagree with the Ball Members' calculation of the Put Price as set forth in the Put Notice delivered pursuant to Section 10.6 (in either case, the Members receiving such Call Notice, Put Notice or other required written notice are sometimes hereinafter referred to as the "Receiving Party" and the Members delivering such Call Notice, Put Notice or other required written notice are sometimes hereinafter referred to as the "Delivering Party"), then the Receiving Party may, within 10 days after delivery of such Call Notice, Put Notice or other required written notice, deliver a notice to the Delivering Party disagreeing with such calculation and setting forth the Receiving Party's calculation. Any such notice of disagreement shall specify those items or amounts as to which the Receiving Party disagrees, and the Receiving Party shall be deemed to have agreed with all other items and amounts contained in such Call Notice, Put Notice or other required written notice.

(b) If a notice of disagreement is duly delivered pursuant to Section 10.8(a), the Receiving Party and the Delivering Party shall, during the 15 days following such delivery, use their best efforts to reach agreement on the disputed items or amounts in order to determine, as may be required, the Call Price, Put Price or Public Offering Call Price. If, during such period, the Receiving Party and the Delivering Party are unable to reach such agreement, they shall promptly thereafter cause Arthur Andersen & Co. (the "Accounting Firm") promptly to review this Agreement and the disputed items or amounts for the purpose of calculating, as may be required, the Call Price, Put Price or Public Offering Call Price. In making such calculation, the Accounting Firm shall consider only those items or amounts in respect of the calculation as to which the Receiving Party has disagreed. The Accounting Firm shall deliver to the Receiving Party and the Delivering Party, as promptly as practicable, a report setting forth such calculation. Such report shall be final and binding upon the Receiving Party and the Delivering Party. The cost of such review and report shall be borne equally by the Receiving Party and the Delivering Party.

(c) The Ball Members and the SG Members agree that they will, and agree to cause their respective independent accountants to, cooperate and assist in the conduct of the review by the Accounting Firm referred to in this Section 10.8, including without limitation the making available to the extent necessary of books, records and personnel.

(d) Notwithstanding anything herein to the contrary, immediately following receipt of the Put Price, the Call Price or the Public Offering Call Price, as the case may be, the Ball Members shall, at their election, either (i) deposit in escrow an amount equal to 20% of the applicable Tropicana Value pursuant to the terms of the Escrow Agreement or (ii) provide a letter of credit in an amount equal to 20% of the applicable Tropicana Value reasonably satisfactory to the SG Members.

SECTION 10.9. Approvals. Notwithstanding any other provision of this Article 10, no Transfer will occur unless and until any and all necessary Regulatory Approvals and third-party approvals have been obtained, including, without limitation, any required approvals under the HSR Act. The Members agree to cooperate and to cause their Affiliates to cooperate in the preparation and filing of any and all reports or other submissions required in connection with obtaining such Regulatory Approvals and in obtaining any necessary third-party approvals.

SECTION 10.10. Recognition of Transfer of Member Interests. Notwithstanding anything to the contrary in this Agreement, no Transfer or attempted Transfer of all or any portion of an Interest (other than pursuant to Article 11) will be valid and no purchaser, assignee, transferee or other recipient (a "transferee") of an Interest will be admitted as a Member of the Company unless (a) such Transfer is in accordance with this Article 10, (b) such transferee shall have executed and delivered to each Member (other than the Member proposing to transfer its Interest (the "transferor")) a counterpart of this Agreement and such other documents or agreements as shall be reasonably requested by each such Member to confirm such transferee's admission as a Member and its agreement to be bound by the terms of this Agreement and any other Transaction Document under which the transferor has any rights or obligations, (c) to the extent applicable, any Person that ultimately controls such transferee (which Person shall be a "Parent" for purposes of this Agreement) will have executed such documents or agreements, in form and substance satisfactory to each such Member, as will be necessary to confirm such Person's agreement to be bound by the provisions of the Transaction Documents applicable

to the Parent of the transferor and to effectuate the assumption by such Person of the rights and obligations of such Parent under the Transaction Documents, (d) all necessary Regulatory Approvals shall have been obtained in respect of such Transfer, (e) such Transfer would not, in the opinion of counsel to the Company, jeopardize the status of the Company as a partnership for United States federal income tax purposes and (f) in the case of a Transfer by SGH, such transferee shall agree to sell the Interests so transferred back to SGH in connection with and immediately prior to any Public Offering effected at the request of the Ball Members pursuant to Article 11, for a number of shares of newly issued common stock of SGH which, after giving effect to such issuance, represents the percentage of all outstanding shares of common stock of SGH equal to the percentage of outstanding interests of the Company owned by such transferee immediately prior to the purchase of Interests. Upon the satisfaction of the foregoing conditions, such transferee will be admitted to the Company as a Member and will be listed in the books and records of the Company as a Member, and the newly admitted Member will succeed to the rights and obligations of the transferor Member under the Transaction Documents. Immediately following such admission, the transferor will cease to be a Member of the Company, and the Members are hereby authorized to continue the business of the Company without dissolution, except as otherwise provided in Section 15.1. The provisions of this Section 10.10 shall not apply to any Transfer pursuant to Article 11.

ARTICLE 11

REGISTRATION RIGHTS

SECTION 11.1. Definitions. The following terms, as used in this Article 11, have the following meanings:

"Commission" means the Securities and Exchange Commission.

"Maximum Percentage" means, at any time, a percentage equal to the aggregate Ownership Percentage of the Ball Members.

"Registration Expenses" means all (i) registration, qualification and filing fees, (ii) fees and expenses of compliance with securities or blue sky laws, (iii) printing expenses and escrow fees, (iv) fees and disbursements of counsel for SGH, (v) customary fees and expenses for independent certified public accountants retained by SGH (including the expenses of any comfort letters or costs associated with the delivery by independent certified public accountants of a comfort letter or comfort letters), (vi) fees and expenses of any special experts retained by SGH in connection with such registration, (vii) fees and expenses of listing the securities on a securities exchange and (viii) underwriting fees or discounts or commissions attributable to the sale of the securities.

"Section 11.4 Percentage" means the percentage of outstanding shares of common stock of SGH issued in connection with the Public Offering, determined on a pro forma basis after giving effect to the consummation of the Public Offering and the issuance of the Section 11.4 Share Consideration to the Ball Members pursuant to this Article 11 and the issuance of any shares of common stock pursuant to Section 10.10(f).

"Section 11.4 Share Consideration" means a number of shares of newly issued common stock of SGH which, after giving effect to such issuance, represents the percentage of all outstanding shares of common stock of SGH equal to the Ownership Percentage of the Ball Members immediately prior to the purchase of Interests pursuant to Section 11.4(b), after giving effect to the purchases pursuant to Section 11.4(a).

SECTION 11.2. Demand Registration. (a) Registration on Request of the Ball Members. Subject to Section 10.5, the Ball Members may make one written request, during any Put Period, that SGH effect the registration and sale under the Securities Act and any applicable state securities laws of newly issued securities of SGH representing not less than 21%, and not more than the Maximum Percentage, of the equity securities of SGH outstanding immediately following such offering, determined on a pro forma basis after giving effect to the issuance of Section 11.4 Share Consideration pursuant to this Article 11 and the issuance of any shares of common stock pursuant to Section 10.10(f). SGH will use its best efforts (including entering into such customary underwriting agreements and arrangements and participating in such selling efforts, in each case as is customary for an initial public offering of common stock of a corporation comparable to SGH) to effect, as promptly as practicable, the registration and sale under the Securities Act and any applicable state securities laws of the securities which SGH has been so requested to register, provided that:

(x) SGH shall in no event be obligated to effect pursuant to this Section 11.2 more than one registration;

(y) the lead managing underwriter of the Public Offering shall be selected by the Ball Members, subject to the approval of SGH, which shall not unreasonably be withheld; provided that the Public Offering may be co-managed by an underwriter designated by SGH, subject to the approval of

the Ball Members, which shall not unreasonably be withheld; and

(z) any underwriting agreement entered into in connection with the registration shall provide that the underwriters shall not knowingly sell any securities to any person or group (as defined in Rule 13d-3 of the Exchange Act) which beneficially owns or as a result of such acquisition would beneficially own 5% or more of SGH's outstanding voting securities.

SGH shall not be liable under this Article 11 for the failure of any such registration to become effective, or the failure to successfully sell all of the securities so requested to be sold, if SGH uses its best efforts to effect such registration and sale as provided herein.

(b) Expenses. The Ball Members promptly shall reimburse SGH for all Registration Expenses in connection with the registration requested pursuant to this Section 11.2.

SECTION 11.3. Price Range. SGH hereby agrees that the range of the initial Public Offering price per share set forth on the cover of the preliminary prospectus, less applicable underwriting discounts and commissions (the "Initial Price Range") shall not exceed 10%; provided that SGH upon advice of the lead managing underwriter and the request of the Ball Members, shall adjust (a "Price Adjustment") the Initial Price Range to a range not to exceed 20% (as so adjusted, the "Adjusted Price Range"). In no event may SGH sell its securities at a Public Offering price per share less than the Applicable Price Range.

SECTION 11.4. Purchase of Ball's Interests. (a) Promptly following consummation of the Public Offering referred to in Section 11.2, SGH shall purchase from the Ball Members a portion of the aggregate Interests held by the Ball Members equal to the Section 11.4 Percentage for an aggregate purchase price in cash equal to the net proceeds of such Public Offering received by SGH; provided that any such purchase shall be made first from BGHI until all of the Interests of BGHI are so purchased and, to the extent that all of the Interests of BGHI are so purchased, from BGHII.

(b) To the extent that less than all of the Interests of the Ball Members are purchased pursuant to Section 11.4(a), SGH, concurrently with the consummation of the purchase pursuant to Section 11.4(a), shall purchase all of such remaining Interests in exchange for the Section 11.4 Share Consideration (which Section 11.4 Share Consideration shall not be registered under the Securities Act). The parties shall use their reasonable best efforts to cause any such purchase to qualify as a reorganization within the meaning of Section 368 of the Code, unless the amount of cash received by Ball Members precludes such treatment. The Ball Members agree not to sell, transfer or otherwise dispose of any of the Section 11.4 Share Consideration other than in accordance with applicable securities laws. In such event, SGH and the Ball Members will enter into a registration rights agreement, in form and substance reasonably satisfactory to each of them, providing for one demand registration right and an unlimited number of piggyback registration rights with respect to the Section 11.4 Share Consideration. Such registration rights agreement shall provide, among other things, that (i) the Ball Members shall reimburse SGH for all expenses incurred in connection with such demand registration and (ii) any underwriting agreement shall provide that the underwriters shall not knowingly sell any shares to any person or group (as defined in Rule 13d-3 of the Exchange Act) which beneficially owns or as a result of such acquisition would beneficially own 5% or more of SGH's outstanding voting securities.

SECTION 11.5. Termination of Provisions. Notwithstanding anything herein to the contrary, upon the effectiveness of the Public Offering requested by the Ball Members pursuant to this Article 11, all rights of the Members under Articles 6, 7, 10 and 11 shall terminate and such Articles shall be of no further force or effect.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

SECTION 12.1. Representations and Warranties of the SG Members. Each SG Member represents and warrants, on a joint and several basis together with each other SG Member, to the Ball Members on the date hereof and on the Closing Date that:

(a) Corporate Existence and Power. Such SG Member is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to execute and deliver this Agreement and each of the other Transaction Documents to which such SG Member is a party and to perform its obligations contemplated hereunder and thereunder. This Agreement constitutes, and when executed and delivered, each other Transaction Document to which such SG Member is a party will constitute, a valid and binding agreement of such SG Member enforceable against such Member in accordance with its terms, except as (i) the enforceability hereof may be limited by bankruptcy, insolvency, fraudulent

transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability. Such SG Member is a wholly owned Subsidiary of SG Parent.

(b) Corporate and Governmental Authorization; Non- Contravention. The execution, delivery and performance by such SG Member of this Agreement and of each other Transaction Document to which it is a party are within its corporate powers, have been duly authorized by all necessary corporate action, require no action by or in respect of, or filing with, any governmental body, agency or official (other than (i) compliance with any applicable requirements of the HSR Act and (ii) such actions which have been taken or made or the failure of which to take or make would not in the aggregate have a material adverse effect on the transactions contemplated hereby) and do not contravene, or constitute a default under, any provision of applicable law, rule or regulation or of the certificate of incorporation or by-laws of such SG Member or of any material agreement, judgment, injunction, order, decree or other instrument binding upon such SG Member, except for such contraventions or defaults which would not in the aggregate have a material adverse effect on the transactions contemplated hereby and by the other Transaction Documents to which such SG Member is a party.

(c) Litigation. There is no action, suit or proceeding pending against or, to the knowledge of such SG Member, threatened against or affecting any SG Member or any of its Affiliates before any court or arbitrator or any governmental body, agency or official which in any manner (i) draws into question the validity of any Transaction Document or the ability of such SG Member to perform its obligations thereunder or (ii) challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated thereby.

(d) No Brokers or Finders. No person retained by or authorized to act for the SG Members has, or as a result of the transactions contemplated by the Transaction Documents will have, any right or valid claim against the Ball Members or the Company for any commission, fee or other compensation as an investment banker, financial advisor, finder or broker, or in any similar capacity.

SECTION 12.2. Representations and Warranties of the Ball Members. Each Ball Member represents and warrants, on a joint and several basis together with the other Ball Members, to the SG Members on the date hereof and on the Closing Date that:

(a) Corporate Existence and Power. Such Ball Member is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to execute and deliver this Agreement and each of the other Transaction Documents to which such Ball Member is a party and to perform its obligations contemplated hereunder and thereunder. This Agreement constitutes, and when executed and delivered, each other Transaction Document to which such Ball Member is a party will constitute a valid and binding agreement of such Ball Member enforceable against such Member in accordance with its terms, except as (i) the enforceability hereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) the availability of equitable remedies may be limited by equitable principles of general applicability. Such Ball Member is an indirect wholly owned Subsidiary of Ball Parent.

(b) Corporate and Governmental Authorization; Non- Contravention. The execution, delivery and performance by such Ball Member of this Agreement and of each other Transaction Document to which it is a party are within its corporate powers, have been duly authorized by all necessary corporate action, require no action by or in respect of, or filing with, any governmental body, agency or official (other than (i) compliance with any applicable requirements of the HSR Act and (ii) such actions which have been taken or made or the failure of which to take or make would not in the aggregate have a material adverse effect on the transactions contemplated hereby) and do not contravene, or constitute a default under, any provision of applicable law, rule or regulation or of the certificate of incorporation or by-laws of such Ball Member or of any material agreement, contract, judgment, injunction, order, decree or other instrument binding upon such Ball Member, except for such contraventions or defaults which would not in the aggregate have a material adverse effect on the transactions contemplated hereby and by each other Transaction Document to which such Ball Member is a party.

(c) Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of such Ball Member, threatened against or affecting any Ball Member or any of its Affiliates before any court or arbitrator or any governmental body, agency or official which in any manner (i) draws into question the validity of any Transaction Document or the ability of such Ball Member to perform its obligations thereunder or (ii) challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated thereby.

(d) No Brokers or Finders. No person retained by or authorized to act for the Ball Members has, or as a result of the transactions contemplated by the Transaction Documents will have, any right or valid claim against the SG Members or the Company for any commission, fee or other compensation as an investment banker, financial advisor, finder or broker, or in any similar capacity.

ARTICLE 13

CLOSING; CLOSING CONDITIONS

SECTION 13.1. Closing. The Closing Capital Contributions shall be made at a closing (the "Closing") which shall take place at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York concurrently with the closing of the transactions contemplated by the Ball Purchase Agreement and the ANC Purchase Agreement, but in no event prior to the satisfaction of the conditions set forth in this Article 13, or at such other time or place as the Members may agree.

SECTION 13.2. Conditions to the Obligation of Each Member. The obligation of each Member to consummate the Closing is subject to the satisfaction of the following conditions:

(a) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall (i) prohibit the consummation of the Closing or (ii) restrain, prohibit or otherwise interfere with the transactions contemplated by the Transaction Documents or the effective operation of the Business in accordance with the provisions of this Agreement.

(b) All actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Closing, and all material third party consents necessary in connection with the consummation of the Closing, shall have been obtained.

(c) The closing of the transactions contemplated by the Ball Purchase Agreement and the ANC Purchase Agreement shall occur simultaneously with the Closing.

SECTION 13.3. Conditions to the Obligation of Each SG Member. The obligation of each SG Member to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) The representations and warranties made by the Ball Members in Article 12, disregarding all qualifications and exceptions contained herein relating to materiality or material adverse effect, shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

(b) The Ball Members shall have complied with and performed in all material respects all of their obligations under the Transaction Documents required to be performed by the Ball Members on or prior to the Closing Date.

(c) Each of the Transaction Documents (other than the Escrow Agreement) shall have been executed and delivered by the parties thereto other than such SG Member, its Affiliates or the Company and, assuming due execution and delivery by such SG Member, its Affiliates and the Company, each such Transaction Document shall be in full force and effect.

(d) Such SG Member shall have received all documents it may reasonably request relating to the existence of the Ball Members and the authority of the Ball Members to enter into the Transaction Documents to which they are parties, all in form and substance reasonably satisfactory to such SG Member.

(e) Ball Parent shall have delivered to such SG Member a certificate dated the date of the Closing signed by its President certifying to the satisfaction of the conditions specified in paragraphs (a) and (b) of this Section 13.3.

SECTION 13.4. Conditions to the Obligation of Each Ball Member. The obligation of each Ball Member to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) The representations and warranties made by the SG Members in Article 12, disregarding all qualifications and exceptions contained herein relating to materiality or material adverse effect, shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

(b) The SG Members shall have complied with and performed in all material respects all of their obligations under the Transaction Documents required to be performed by the SG Members on or prior to the Closing Date.

(c) Each of the Transaction Documents (other than the Escrow

Agreement) shall have been executed and delivered by the parties thereto other than such Ball Member, its Affiliates or the Company and, assuming due execution and delivery by such Ball Member, its Affiliates and the Company, each such Transaction Document shall be in full force and effect.

(d) Such Ball Member shall have received all documents it may reasonably request relating to the existence of the SG Members and the authority of the SG Members to enter into the Transaction Documents to which they are parties, all in form and substance reasonably satisfactory to such Ball Member.

(e) SG Parent shall have delivered to the Ball Members a certificate dated the date of the Closing signed by an executive officer of SG Parent reasonably satisfactory to the Ball Members certifying to the satisfaction of the conditions specified in paragraphs (a) and (b) of this Section 13.4.

ARTICLE 14

LIABILITY; EXCULPATION; INDEMNIFICATION

SECTION 14.1. Liability for Debts of the Company; Limited Liability. (a) Except as otherwise provided in the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

(b) Except as otherwise expressly required by law, a Member, in its capacity as such, shall have no liability to the Company, any other Member or to the creditors of the Company in excess of such Member's obligation to make Capital Contributions (to the extent such Capital Contributions have not yet been made) and other payments required to be made by such Member under this Agreement.

SECTION 14.2. Exculpation. To the fullest extent permitted by applicable law (including Section 18-1101(c) of the Delaware Act), no individual Representative (in such Person's capacity as a Representative) shall have any liability to any Member (or Affiliate of such Member) that is not an Affiliate of such Person, with respect to or in connection with such Person's actions or omissions with respect to the Company based on any claim of breach of fiduciary duty to the extent that such Person acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company. Except as otherwise expressly provided in this Agreement, no Member shall be liable to another Member for actions taken consistent with the duty of loyalty and care applicable to a member of the board of directors of a Delaware corporation, in good faith and not for the purposes of adversely affecting the rights and benefits of the other Members under this Agreement. Without limiting the foregoing, to the fullest extent permitted by applicable law (including Section 18-1101(c) of the Delaware Act), and except as otherwise provided in Section 9.2, the doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to the Company, and no Affiliate of a Member shall have any obligation to refrain from (i) engaging in the same or similar activities or lines of business as the Company or developing or marketing any products or services that compete, directly or indirectly, with those of the Company, (ii) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company, (iii) doing business with any client or customer of the Company or (iv) employing or otherwise engaging a former officer or employee of the Company; and except as otherwise expressly provided herein, neither the Company nor any Member (or Affiliate of such Member) shall have any right by virtue of this Agreement in or to, or to be offered any opportunity to participate or invest in, any venture engaged or to be engaged in by any Affiliate of any other Member or any right by virtue of this Agreement in or to any income or profits derived therefrom.

SECTION 14.3. Indemnification. (a) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Indemnified Person against any and all Indemnified Losses. Without limiting the foregoing, this indemnification provision shall include any Indemnified Losses (x) relating to the costs of prosecuting a claim under this Section, (y) resulting from any injury to Persons or damage to property, and (z) irrespective of whether such Indemnified Losses are caused or alleged to be caused by a failure to act by the Indemnified Person or as a result of the Indemnified Person's strict liability.

(b) Subject to Section 14.4, the Company will periodically reimburse each Indemnified Person for all Indemnified Losses (including fees and expenses of counsel) as such Indemnified Losses are incurred in connection with investigating, preparing, pursuing or defending any Specified Proceeding arising from or in connection with or related to any Transaction Documents or the Company's business or affairs; provided that such Indemnified Person shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall be judicially determined by judgment or order not subject to further appeal or discretionary review that such Indemnified Person is not entitled to be indemnified by the Company in connection with such matter.

SECTION 14.4. Procedures. (a) In the event that any Specified Proceeding shall be instituted or asserted or any Indemnified Losses shall arise in respect of which indemnity may be sought by an Indemnified Person pursuant to Section 14.3, such Indemnified Person shall promptly notify the Company thereof in writing. Failure to provide notice shall not affect the Company's obligations hereunder except to the extent the Company is actually prejudiced thereby.

(b) The Company shall have the right to participate in and control the defense of any such Specified Proceeding and, in connection therewith, to retain counsel reasonably satisfactory to each Indemnified Person, at the Company's expense, to represent each Indemnified Person and any others the Company may designate in such Specified Proceeding. The Company shall keep the Indemnified Person advised of the status of such Specified Proceeding and the defense thereof and shall consider in good faith recommendations made by the Indemnified Person with respect thereto.

(c) In any such Specified Proceeding, any Indemnified Person shall have the right to retain its own counsel at its own expense; provided that the fees and expenses of such Indemnified Person's counsel shall be at the expense of the Company if (i) the Company and such Indemnified Person shall have mutually agreed to the retention of such counsel, (ii) the Company has failed, within a reasonable time after having been notified of the existence of an indemnified claim, to assume the defense of such indemnified claim or (iii) the named parties to any such Specified Proceeding (including any impleaded parties) include both the Company and such Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Company shall not, in respect of the legal expenses of any Indemnified Person in connection with any Specified Proceeding or related Specified Proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Persons and that all such fees and expenses shall be reimbursed as they are incurred.

(d) The Company shall not be liable for any settlement of any Specified Proceeding effected without its written consent (which consent shall not be unreasonably withheld or delayed), but if settled with such consent or if there be a final judgment for the plaintiff, the Company agrees to indemnify each Indemnified Person, to the extent provided in Section 14.3, from and against all Indemnified Losses by reason of such settlement or judgment. The Company shall not effect any settlement of any pending or threatened Specified Proceeding in respect of which any Indemnified Person is seeking indemnification hereunder without the prior written consent of each such Indemnified Person (which consent shall not be unreasonably withheld or delayed by any such Indemnified Person), unless such settlement includes an unconditional release of each such Indemnified Person from all liability and claims that are the subject matter of such Specified Proceeding.

(e) As necessary or useful to the defending party in effecting the foregoing procedures, the parties shall cooperate in the execution and delivery of agreements, instruments and other documents and in the provision of access to witnesses, documents and property (including access to perform interviews, physical investigations or other activities).

SECTION 14.5. Non-Exclusive Remedy. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 14 shall not be deemed exclusive of, and shall not limit, any other rights or remedies to which any Indemnified Person may be entitled or which may otherwise be available to any Indemnified Person at law or in equity.

SECTION 14.6. Continuing Provisions. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 14 shall continue as to a Person notwithstanding that such Person has ceased to be an Indemnified Person.

ARTICLE 15

DISSOLUTION AND WINDING UP; RESIGNATION OF A MEMBER

SECTION 15.1. Dissolution Events. The Company shall dissolve and commence winding up upon the first to occur of any of the following events (each a "Dissolution Event"):

(a) the expulsion, withdrawal, resignation, retirement, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company; provided that the Company shall not be dissolved or required to be wound up in connection with any of the events specified in this clause (a) if at the time of the occurrence of such event the Company is continued by the consent of remaining Members representing not less than a majority of the profits interests in the Company, Ownership Percentages and Capital Account balances of all remaining Members;

(b) the sale of all or substantially all of the Company's assets;

(c) the unanimous vote of the Members to dissolve, wind up and liquidate the Company;

(d) the failure of the Closing to occur prior to December 31, 1995; and

(e) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Delaware Act.

SECTION 15.2. Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying or making reasonable provision for the satisfaction of the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement (other than those contained in Sections 10.5, 10.6 and Article 11) shall continue to be fully binding upon the Members until such time as the assets or property or the proceeds from the sale thereof have been distributed pursuant to this Article 15 and the existence of the Company has been terminated by the filing of a Certificate of Cancellation of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. The Members shall be responsible for overseeing the winding up and dissolution of the Company. The Members shall take full account of the Company's assets and liabilities, and the Company's affairs shall be wound up in an orderly manner in accordance with the following procedures:

(a) each Member (and its Affiliates) shall pay to the Company all amounts then owing by it (and them) to the Company;

(b) to the extent that the Members determine that any or all of the assets of the Company shall be sold, such assets shall be sold as promptly as possible, but in a business-like and commercially reasonable manner;

(c) any property or assets of the Company to be distributed in kind to the Members pursuant to Section 15.3(b) will be distributed in such a manner that each Member will receive its proportionate interest in each of the assets available for such distribution; that is to say, each Member will receive an undivided interest, corresponding to the proportion to which it is entitled under Section 15.3(b), in all interests in real estate and leaseholds and other indivisible properties, and as nearly as practicable, of each divisible asset; and

(d) the Capital Account of each Member shall be adjusted to take into account the profit and loss resulting from the sale or exchange of the Company's assets and all other transactions in connection with the winding up of the Company. For this purpose, the distribution of any of the Company's assets to a Member shall be deemed to be a sale of such asset for fair market value.

SECTION 15.3. Distribution Upon Dissolution of the Company. The Company's assets or the proceeds from the sale thereof pursuant to this Article 15 to the extent sufficient therefor shall be applied and distributed to the maximum extent permitted by law, in the following order:

(a) first, to the satisfaction (whether by payment or by the making of reasonable provision for payment) of all of the Company's debts and liabilities to creditors, including the expenses of liquidation and including, to the fullest extent permitted by law, any Member or any of its Affiliates that is a creditor of the Company;

(b) second, to the Members, in an amount equal to the aggregate of the positive balances, if any, of their Preferred Interest Accounts (plus any accrued Preferred Return that has not had a corresponding allocation pursuant to Section 4.1(b)(i) or (ii)) in proportion to the respective positive balances of their Preferred Interest Accounts (determined after giving effect to all contributions, distributions, and allocations for all periods); and

(c) the balance, if any, to the Members, in proportion to the respective positive balances of their Capital Accounts (determined after giving effect to all contributions, distributions, and allocations for all periods).

SECTION 15.4. Claims of the Members. The Members will look solely to the Company's assets for the return of their Capital Account balances, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Account and Preferred Interest Account balances, the Members will have no recourse against the Company or any other Member or any other Person. No Member with a negative balance in such Member's Capital Account or Preferred Interest Account will have any obligation to the Company or to the other Members or to any creditor or other Person to restore such negative balance upon dissolution or termination of the Company or otherwise.

SECTION 15.5. No Resignations by Members. Except in connection with a Transfer of all of its Interest pursuant to Article 10, no Member shall resign from the Company prior to the dissolution and winding up of the Company in

accordance with this Agreement.

ARTICLE 16

MISCELLANEOUS

SECTION 16.1. Notices. All notices, requests and other communications to any party or to the Company hereunder shall be in writing (including telecopy or similar writing) and shall be given,

if to the Company, to such address determined pursuant to Section 2.4, with a copy to each of the Members;

if to SGH, to:

Saint-Gobain Holdings I Corp.
c/o Thomas A. Decker
Saint-Gobain Corporation
750 E. Swedesford Road
P.O. Box 860
Valley Forge, PA 19482-7087

with copies to:

Thomas A. Decker
Saint-Gobain Corporation
750 E. Swedesford Road
P.O. Box 860
Valley Forge, PA 19482-7087

William L. Rosoff
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017

if to the BGHI or BGHII, to:

BG Holdings I, Inc.
BG Holdings II, Inc.
c/o Ball Corporation
Corporate Headquarters
345 South High Street
P.O. Box 2407
Muncie, IN 47305-2326

with a copy to:

Charles W. Mulaney, Jr.
Skadden, Arps, Slate, Meagher & Flom
333 West Wacker Drive
Chicago, Illinois 60606

or to such other address or telecopier number as such party or the Company may hereafter specify for the purpose by notice to the other parties and the Company in the manner provided in this Section 16.1. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is any day (a "working day") other than a Saturday, Sunday or other day on which commercial banking institutions in the place of receipt are authorized to close. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding working day in the place of receipt.

SECTION 16.2. Amendments and Waivers. (a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment by all parties hereto, or in the case of a waiver, by the party or parties against whom the waiver is to be effective; provided that this Agreement shall be deemed amended from time to time to reflect the admission of a new Member, the withdrawal or resignation of a Member and the adjustment of the Interests of the Members resulting from any sale, transfer or other disposition of an Interest, in each case that is made in accordance with the provisions hereof.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 16.3. Status of Parents. Notwithstanding the fact that the Parents have executed one or more of the Transaction Documents (and may have certain rights and obligations referred to in this Agreement), (i) none of the

Parents is, and none shall be deemed to be, a "member" or a "manager" of the Company within the meaning of the Delaware Act, (ii) this Agreement does not constitute a partnership between any Parent and the Company or between any Parent and any Member and (iii) the provisions herein related to any Parent are included herein rather than in a separate agreement for convenience only; provided that this Section 16.3 shall not alter or relieve any Parent of its obligations under any Transaction Document to which such Parent is a party.

SECTION 16.4. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Notwithstanding anything herein to the contrary, the SG Members may at any time assign their rights hereunder to purchase Interests of the Ball Members to SG Parent or to a direct or indirect wholly owned Subsidiary of SG Parent; provided that the obligations of such other Subsidiary shall be guaranteed pursuant to the Parent Sideletter of such Parent. This Agreement is for the sole benefit of the parties hereto and, except as otherwise contemplated herein, nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto, any legal or equitable rights hereunder.

SECTION 16.5. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In particular, it shall be construed to the maximum extent possible to comply with all of the terms and conditions of the Delaware Act. If it shall be determined by court order not subject to appeal or discretionary review that any provision or wording of this Agreement shall be invalid or unenforceable under the Delaware Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement and shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

SECTION 16.6. Disputes; Submission to Jurisdiction. (a) If any dispute or controversy shall arise among the parties, or any of them, as to any matter arising out of or in connection with the Transaction Documents or the Joint Venture Transactions, the parties shall attempt in good faith to resolve such controversy by mutual agreement. If such dispute or controversy cannot be so resolved, it shall be resolved solely in accordance with the provisions of Section 16.6(b).

(b) Any dispute, controversy or claim between or among the parties hereto (the "Disputing Parties"), including without limitation disputes, controversies and claims arising out of or related to this Agreement, or the breach thereof, and the subject matter hereof (except with respect to the calculation of the Put Price, Call Price or Public Offering Call Price, which shall be resolved in accordance with Section 10.8), shall, except as provided below, be settled by a single arbitrator by arbitration in New York, New York in accordance with the Rules for Commercial Arbitration of the American Arbitration Association ("AAA") as amended from time to time and as modified by this Agreement.

The arbitrator shall be selected by the Disputing Parties within 15 days after demand for arbitration is made by a Disputing Party. If the Disputing Parties are unable to agree on an arbitrator within such period, then each Disputing Party shall select one arbitrator, and each such arbitrator shall select a third arbitrator and the dispute shall be settled by the panel consisting of such three arbitrators. The arbitrator shall possess substantive legal experiences in the principal issues in dispute.

Except as may otherwise be agreed in writing by the Disputing Parties or as ordered by the arbitrator upon substantial justification, the hearings of the dispute shall be held and concluded within 90 days of submission of the dispute to arbitration. The arbitrator shall render its final award within 30 days following conclusion of the hearing. The arbitrator shall state the factual and legal basis for the award. The decision of the arbitrator shall be final and binding except as provided in the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq., and except for errors of law based on findings of fact. Final judgment may be entered upon such an award in any court of competent jurisdiction, but entry of such judgment shall not be required to make such award effective.

Nothing in this Section 16.6(b) shall limit any right that any Member may otherwise have to seek (on its own behalf or in the right of the Company) to obtain preliminary injunctive relief in order to preserve the status quo pending the disposition of any such arbitration proceeding.

Each of the parties hereto hereby consents to the exclusive jurisdiction of the United States District Court for the Southern District of New York, the United States District Court for the District of Delaware and the Chancery Court of the State of Delaware (and of the appropriate appellate courts therefrom) and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue in any such court or that any such proceeding which is brought in any such court has been brought in an inconvenient forum. Subject to applicable law, process in any such

proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing and subject to applicable law, each party agrees that service of process on such party as provided in Section 16.1 shall be deemed effective service of process on such party. Nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. WITH RESPECT TO A PROCEEDING IN ANY SUCH COURT, EACH OF THE PARTIES IRREVOCABLY WAIVES AND RELEASES TO THE OTHER ITS RIGHT TO A TRIAL BY JURY, AND AGREES THAT IT WILL NOT SEEK A TRIAL BY JURY IN ANY SUCH PROCEEDING.

SECTION 16.7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 16.8. Further Assurances. The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

SECTION 16.9. Entire Agreement. This Agreement and the other Transaction Documents, including any exhibits or schedules hereto or thereto, or any other instruments, agreements or documents referenced herein or therein, constitute the entire agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all other prior agreements or undertakings with respect thereto, both written and oral.

SECTION 16.10. Headings. Headings are for ease of reference only and shall not form a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Limited Liability Company Agreement or have caused this Amended and Restated Agreement to be duly executed by their respective authorized officers, in each case as of the day and year first above written.

SAINT-GOBAIN HOLDINGS I CORP.

By:
Name: Thomas A. Decker
Title: Vice President

BG HOLDINGS I, INC.

By:
Name: R. David Hoover
Title: Vice President and Secretary

BG HOLDINGS II, INC.

By:
Name: R. David Hoover
Title: Vice President and Secretary

Member admitted after the date hereof in accordance with Article 10:

Name of Member:

By:
Name:
Title:

Date of Admission:

ANNEX 3.2(c)

Closing Capital Contributions

<TABLE>
<S> <C>

Member	Capital Contributions
SGH	$249,399,410
BGHI	90,299,790
BGHII	90,299,790

</TABLE>

Exhibit 99.1

Contacts: Ball Corporation
Harold Sohn
317/747-6483

Group Saint-Gobain
Nicole Grisoni-Bachelier
(Paris, France)
47-62-30-52

New Glass Container Company Formed

MUNCIE, Ind., Sept. 18, 1995 -- Ball-Foster Glass Container Co., L.L.C., a joint venture of Ball Corporation and Paris-based Saint-Gobain, has officially begun operations. The company manufactures glass containers for the food and beverage industry for customers throughout the United States.

The new company is now the second largest U.S. glass container manufacturer. It is owned 58 percent by Saint-Gobain and 42 percent by Ball and combines the assets of Ball Glass Container Corporation (a Ball subsidiary) with the assets of American National Can's Foster-Forbes glass container business.

Headquartered in Muncie, Ind., Ball-Foster Glass Container Co., L.L.C., has 22 manufacturing facilities in 15 states and has approximately 8,500 employees. It is estimated that the company's 1995 sales will be approximately $1.5 billion.

Herbert H. Thompson, previously a senior vice president of American National Can, is president and chief executive officer of the new venture. Says Thompson, "I'm extremely enthusiastic about being part of this operation. Ball, Foster-Forbes and Saint-Gobain each have special strengths, and Ball -Foster will benefit from all three."

George A. Sissel, Ball's president and CEO, says, "The new company will have considerable resources and an enhanced ability to focus on meeting the needs of the glass customers. The creation of Ball-Foster presents the marketplace with a new, strong supplier, whose background includes many years of providing quality glass containers and top-notch customer service."

According to Claude Picot, president of Saint-Gobain's Containers Division, "Creation of the new Ball-Foster company is a major opportunity for Saint-Gobain in North America and represents a milestone in our overall goal to grow in this very important market."

Ball Corporation is a manufacturer of rigid packaging products, and supplies aerospace and other technology products and services to government and commercial customers. The company had sales of nearly $2.6 billion in 1994.

Saint-Gobain, one of the top 100 industrial corporations in the world, is a leading producer of flat glass, containers, fiber reinforcements, insulation, building materials, piping, abrasives and industrial ceramics. With its investment in Ball-Foster and completion of its first American perfume bottle plant in Georgia next year, Saint-Gobain will become the world's leading glass container company. The company's 1994 sales totaled $13.6 billion.

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