

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) **May 22, 2013**

BALL CORPORATION
(Exact name of Registrant as Specified in Charter)

Indiana
(State or Other Jurisdiction
of Incorporation)

001-07349
(Commission
File Number)

35-0160610
(IRS Employer
Identification No.)

10 Longs Peak Drive, P.O. Box 5000, Broomfield, Colorado
(Address of Principal Executive Offices)

80021-2510
(Zip Code)

Registrant's telephone number, including area code **(303) 469-3131**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

On May 23, 2013, Ball Corporation (the "Company") announced that it had received the requisite consents in the previously announced tender offer and related consent solicitation (the "Tender Offer") for any and all of its outstanding 7.125% Senior Notes due 2016 (the "Notes") to enter into a ninth supplemental indenture (the "Ninth Supplemental Indenture"), dated May 22, 2013, among the Company, the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee, which is filed herewith as Exhibit 4.1 and incorporated herein by reference. The Ninth Supplemental Indenture eliminates substantially all of the restrictive covenants, certain events of default and certain other provisions related to the Notes.

As of 5:00 p.m., New York City time, on May 22, 2013 (the "Consent Deadline"), \$245,420,000 aggregate principal amount of the outstanding Notes (representing approximately 65% of the outstanding Notes) had been tendered. On May 23, 2013, the Company exercised its option to accept for payment and settle the Tender Offer with respect to Notes that were validly tendered and not subsequently withdrawn at or prior to the Consent Deadline and used a portion of the net proceeds from its offering of senior notes completed on May 16, 2013 to pay the total consideration for the Notes tendered, and the Ninth Supplemental Indenture became operative at that time. The Tender Offer will expire at 9:00 a.m., New York City time, on June 7, 2013 unless the Tender Offer is extended or earlier terminated.

The above description of the material terms of the Ninth Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to Exhibit 4.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1	Ninth Supplemental Indenture, dated May 22, 2013, among Ball Corporation, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.).

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 hereunto duly authorized.

Dated: May 23, 2013

BALL CORPORATION

By: /s/ Charles E. Baker
Name: Charles E. Baker
Title: Vice President, General Counsel and Corporate Secretary

EXHIBIT INDEX

Exhibit Number	Description
4.1	Ninth Supplemental Indenture, dated May 22, 2013, among Ball Corporation, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.).

BALL CORPORATION

and

GUARANTORS

Parties hereto

7.125% SENIOR NOTES DUE 2016

NINTH SUPPLEMENTAL INDENTURE

dated as of May 22, 2013

To

INDENTURE

dated as of March 27, 2006

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust Company, N.A.)

as Trustee

THIS NINTH SUPPLEMENTAL INDENTURE (the "Ninth Supplemental Indenture"), dated as of May 22, 2013, among Ball Corporation, an Indiana corporation (the "Company"), each of the subsidiary guarantors of the Company listed on Schedule I hereto (the "Guarantors") and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Company, the Guarantors and the Trustee have executed and delivered an indenture dated as of March 27, 2006, as amended by the Second Supplemental Indenture thereto, dated as of August 20, 2009 (together, the "Indenture"), pursuant to which the Company has issued its 7.125% Senior Notes due 2016 (the "Notes");

WHEREAS, Section 9.02 of the Indenture provides that, subject to certain conditions, the Company, the Guarantors and the Trustee may amend the Indenture or the Notes with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS, the Company and each of the Guarantors are undertaking to execute and deliver this Ninth Supplemental Indenture to amend certain terms and covenants in the Indenture in connection with the Offer to Purchase and Consent Solicitation Statement of the Company, dated as of May 9, 2013, and any amendments, modifications or supplements thereto (the "Tender Offer and Solicitation"); and

WHEREAS, the Board of Directors of the Company and the Boards of Directors or Boards of Managers of the Guarantors have authorized and approved the execution and delivery of this Ninth Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE I

CAPITALIZED TERMS

Section 1.01 Amendments to the Indenture. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

ARTICLE II

AMENDMENTS AND WAIVERS

Section 2.01 Amendments to the Indenture. Effective at the time of payment or deposit with DTC (the "Payment Date") of an amount of money sufficient to pay for all Notes validly tendered and accepted pursuant to the Tender Offer and Solicitation (or at least a majority of outstanding Notes if payment is being made pursuant to any early settlement under the Tender Offer and Solicitation) and to make all consent payments required under the Tender Offer and Solicitation:

- (i) The Indenture is hereby amended to delete in their entirety Section 3.09 (Offer to Purchase by Application of Excess Proceeds), Section 4.03 (Reports), Section 4.05 (Taxes), Section 4.06 (Stay, Extension and Usury Laws), Section 4.07 (Restricted Payments), Section 4.08 (Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries), Section 4.09 (Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock), Section 4.10 (Asset Sales), Section 4.11 (Transactions With Affiliates), Section 4.12 (Liens), Section 4.13 (Business Activities), Section 4.15 (Offer to Purchase Upon

Change of Control), Section 4.16 (Additional Guarantees), Section 4.17 (Payment for Consents), Section 4.18 (Sale and Leaseback Transactions), Section 4.19 (Designation of Restricted and Unrestricted Subsidiaries), Section 4.20 (Changes in Covenants When Notes Rated Investment Grade), clauses (iii) and (iv) of Section 5.01 (which impose certain limitations on mergers, consolidations and other transactions) and clauses (d), (f) and (g) of Section 6.01 (which provide for certain Events of Default); and

- (ii) The Notes are hereby deemed to be amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Ninth Supplemental Indenture.
- (iii) All definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in sections deleted by this Supplemental Indenture are hereby deleted in their entirety; and
- (iv) All references to Sections 5.01 and 6.01 of the Indenture shall mean Sections 5.01 and 6.01 as amended by this Ninth Supplemental Indenture.

ARTICLE III

MISCELLANEOUS

Section 3.01 Ratification of Indenture; Ninth Supplemental Indenture Part of Indenture.

- (i) Except as expressly supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Ninth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of the Notes heretofore or hereafter authenticated and delivered shall be bound hereby. In the event of a conflict between the terms and conditions of the Indenture and the terms and conditions of this Ninth Supplemental Indenture, then the terms and conditions of

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this Ninth Supplemental Indenture shall prevail.

- (ii) The Notes include certain of the foregoing provisions from the Indenture. Upon the operative date of this Ninth Supplemental Indenture, such provisions from the Notes shall be deemed deleted or amended as applicable.
- (iii) Notwithstanding an earlier execution date, the provisions of this Ninth Supplemental Indenture shall not become operative until the time and date upon which the Company pays the Consent Payment (as such term is defined in the Tender Offer and Consent Solicitation) to all Holders who have validly delivered and not validly revoked consents pursuant to the terms of the Tender Offer and Consent Solicitation (which may be made on an early settlement date).

Section 3.02 Governing Law.

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS NINTH SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 3.03 Trustee Makes No Representation.

The recitals contained herein are those of the Company and the Guarantors and not the Trustee, and the Trustee assumes no responsibility for the correctness of same. The Trustee makes no representations as to the validity or sufficiency of this Ninth Supplemental Indenture. All rights, protections, privileges, indemnities and benefits granted or afforded to the Trustee under the Indenture shall be deemed incorporated herein by this reference and shall be deemed applicable to all actions taken, suffered or omitted by the Trustee under this Ninth Supplemental Indenture.

Section 3.04 Counterparts.

The parties may sign any number of copies of this Ninth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 3.05 Effect of Headings.

The section headings herein are for convenience only and shall not effect the construction thereof.

Section 3.06 Severability.

In case any one or more of the provisions in this Ninth Supplemental Indenture shall be held invalid, illegal or unenforceable in any jurisdiction, in any respect for any reason, the validity, legality and enforceability of any such provision in every other jurisdiction and in

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every other respect, and of the remaining provisions, shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.07 Successors and Assigns.

All covenants and agreements in this Ninth Supplemental Indenture by the Company and the Guarantors shall bind their respective successors and assigns. All covenants and agreements in this Ninth Supplemental Indenture by the Trustee shall bind its successor and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Ninth Supplemental Indenture to be duly executed as of the date first written above.

Ball Corporation

By: /s/ Jeff A. Knobel

Name: Jeff A. Knobel

Title: Vice President and Treasurer

Ball Aerosol and Specialty Container Holding Corporation

Ball Aerosol and Specialty Container Inc.

Ball Metal Beverage Container Corp.

Ball Metal Food Container Corp.

Ball Packaging Corp.

Latas de Aluminio Ball, Inc.

USC May Verpackungen Holding Inc.

Ball Advanced Aluminum Technologies Corp.

Ball Aerospace & Technologies Corp.

Ball Technologies Holdings Corp.

Ball Holdings Corp.

By: /s/ Jeff A. Knobel

Name: Jeff A. Knobel

Title: Treasurer

Ball Corporation, a Nevada corporation

Ball Glass Containers, Inc.

Ball Container LLC

Ball Holdings LLC

By: /s/ Charles E. Baker

Name: Charles E. Baker

Title: President and Secretary

[Ninth Supplemental Indenture]

Ball Metal Container Corporation

Ball Metal Food Container, LLC

By: /s/ Charles E. Baker

Name: Charles E. Baker

Title: Secretary

Ball Pan-European Holdings, Inc.

By: /s/ Charles E. Baker

Name: Charles E. Baker

Title: Assistant Secretary

Ball Delaware Holdings, LLC

Ball Asia Services Limited

By: /s/ Charles E. Baker

Name: Charles E. Baker

Title: Vice President and Secretary

The Bank of New York Mellon Trust Company, N.A., as Trustee

By: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

[Ninth Supplemental Indenture]

GUARANTORS

Ball Aerosol and Specialty Container Holding Corporation

Ball Aerospace & Technologies Corp.

Ball Delaware Holdings, LLC

Ball Metal Beverage Container Corp.

Ball Metal Food Container Corp.

Ball Metal Food Container, LLC

Ball Packaging Corp.

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