METAL PACKAGING INTERNATIONAL INC
Form 424B3
March 02, 2006

Filed pursuant to Rule 424(b)(3)
Registration Nos. 333-132143 and
333-132143-01 through -16

The information in this preliminary prospectus supplement and accompanying prospectus is not complete and may be changed. A registration statement relating to these securities is effective under the Securities Act of 1933. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to completion, dated March 2, 2006

PRELIMINARY PROSPECTUS SUPPLEMENT
(TO PROSPECTUS DATED MARCH 1, 2006)

$450,000,000

Ball Corporation

% Senior Notes due 2016

Ball Corporation is offering $450 million in aggregate principal amount of its % Senior Notes due 2016. Interest is payable on the notes on March 15 and September 15 of each year beginning on September 15, 2006. The notes will mature on March 15, 2016. Ball Corporation is offering the notes as part of the financings that will be used to consummate the acquisition of the United States and Argentinean operations of U.S. Can Corporation and the acquisition of certain North American plastic bottle operations owned by Alcan Inc. This offering is conditioned on the closing of the U.S. Can Corporation acquisition but is not conditioned on the closing of the acquisition of the plastic bottle operations owned by Alcan Inc.

The notes will be Ball Corporation's senior unsecured obligations and will rank (i) equally in right of payment to all of Ball Corporation's existing and future senior unsecured indebtedness and (ii) senior in right of payment to all of Ball Corporation's future indebtedness that expressly provides for its subordination to the notes. The notes will be effectively junior to all secured indebtedness of Ball Corporation and all liabilities, including trade payables, of Ball Corporation's subsidiaries that are not guarantors of the notes. We may redeem all or part of the notes on or after March 15, 2011. Prior to March 15, 2009, we may redeem up to 35% of the notes from the proceeds of certain equity offerings. Prior to March 15, 2011, we may redeem any or all of the notes upon payment of a "make-whole" premium. Redemption prices are set forth under "Description of Notes Optional Redemption."

Investing in the notes involves risks. See "Risk Factors" beginning on page S-11 of this prospectus supplement.

	Per Note	Total
Public offering price	%	$
Underwriting discount	%	$
Proceeds, before expenses, to Ball Corporation	%	$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The notes will be ready for delivery in book-entry form only through The Depository Trust Company on or about , 2006.

Joint Book-Running Managers

LEHMAN BROTHERS

BANC OF AMERICA SECURITIES LLC

JPMORGAN

DEUTSCHE BANK SECURITIES

BNP PARIBAS

KEYBANC CAPITAL MARKETS

The date of this prospectus supplement is , 2006.

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Prospectus Supplement

Prospectus

ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part is this prospectus supplement, which describes the specific terms of this offering. The second part is the accompanying prospectus, which describes more general information, some of which may not apply to this offering. You should read both this prospectus supplement and the accompanying prospectus, together with the additional information described below under the headings "Where You Can Find More Information" and "Incorporation of Certain Documents by Reference."

If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

Any statement made in this prospectus supplement or in a document incorporated or deemed to be incorporated by reference in this prospectus supplement will be deemed to be modified or superseded for purposes of this prospectus supplement to the extent that a statement contained in this prospectus supplement or in any other subsequently filed document that is also incorporated or deemed to be incorporated by reference in this prospectus supplement modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement. See "Incorporation of Certain Documents By Reference."

WHERE YOU CAN FIND MORE INFORMATION

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

This prospectus supplement and the accompanying prospectus, which forms a part of the registration statement, do not contain all the information that is included in the registration statement. You will find additional information about us in the registration statement. Any statements made in this prospectus supplement or the accompanying prospectus concerning the provisions of legal documents are not necessarily complete and you should read the documents that are filed as exhibits to the registration statement or otherwise filed with the SEC for a more complete understanding of the document or matter.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

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

- Ball's Annual Report on Form 10-K for the fiscal year ended December 31, 2005; and
- Ball's Current Reports on Form 8-K filed with the SEC on February 15, 2006 and February 17, 2006.

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

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

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

You should rely only on the information contained in this prospectus supplement, the attached prospectus, the documents incorporated by reference and any written communication from us or the underwriters specifying the final terms of the offering. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement is accurate as of the date on the front cover of this prospectus supplement only. Our business, financial condition, results of operations and prospects may have changed since that date.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

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

- fluctuation in customer and consumer growth and demand;
- loss of one or more major customers or suppliers or changes to contracts with one or more customers or suppliers;
- insufficient production capacity;
- overcapacity in foreign and domestic metal and plastic container industry production facilities and its impact on pricing and financial results;
- failure to achieve anticipated productivity improvements or production cost reductions, including those associated with capital expenditures such as our beverage can end project;

changes in climate and weather;

fruit, vegetable and fishing yields;

power and natural resource costs;

difficulty in obtaining supplies and energy, such as gas and electric power;

availability and cost of raw materials, as well as the recent significant increases in resin, steel, aluminum and energy costs, and the ability or inability to include or pass on to customers changes in raw material costs;

changes in the pricing of the company's products and services;

competition in pricing and the possible decrease in, or loss of, sales resulting therefrom;

insufficient or reduced cash flow;

transportation costs;

the number and timing of the purchases of the company's common shares;

the German mandatory deposit or other restrictive packaging legislation such as recycling laws;

interest rates affecting our debt;

labor strikes;

increases and trends in various employee benefits and labor costs, including pension, medical and health care costs;

rates of return projected and earned on assets and discount rates used to measure future obligations and expenses of the company's defined benefit retirement plans;

boycotts;

antitrust, intellectual property, consumer and other litigation;

maintenance and capital expenditures;

goodwill impairment;

the effect of LIFO accounting on earnings;

the authorization, funding, availability and returns of contracts for the aerospace and technologies segment and the nature and continuation of those contracts and related services provided thereunder;

delays, extensions and technical uncertainties, as well as schedules of performance associated with such segment contracts;

international business and market risks such as the devaluation or revaluation of certain currencies and the activities of foreign subsidiaries;

international business risks (including foreign exchange rates and activities of foreign subsidiaries) in Europe and particularly in developing countries such as the People's Republic of China and Brazil;

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

- terrorist activity or war that disrupts the company's production, sales or supply;
- regulatory action or laws including tax, environmental and workplace safety;
- technological developments and innovations;
- successful or unsuccessful acquisitions, joint ventures or divestitures and the integration activities associated therewith;
- changes to unaudited results due to statutory audits of our financial statements or management's evaluation of the company's internal controls over financial reporting;
- loss contingencies related to income and other tax matters, including those arising from audits performed by U.S. and foreign tax authorities; and
- other risks detailed in our filings with the SEC.

If we are unable to achieve our goals, then our actual performance could vary materially from the goals we have expressed or implied in these forward-looking statements. Except as required by applicable law, including the securities laws of the United States and the rules and regulations of the SEC, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

MARKET AND INDUSTRY DATA

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

SUMMARY

This summary may not contain all the information that may be important to you. You should read this entire prospectus supplement, the accompanying prospectus and those documents incorporated by reference into this prospectus supplement and the accompanying prospectus, including the risk factors and the financial data and related notes, before making an investment decision.

On February 14, 2006, Ball Corporation agreed to acquire the United States and Argentinean operations of U.S. Can Corporation, which we refer to as the U.S. Can acquisition, and on February 24, 2006, Ball Corporation agreed to acquire certain North American plastic bottle operations owned by Alcan Inc., which we refer to as the Alcan Bottles acquisition. The acquisitions and related transactions are expected to be financed with the proceeds from the offering of the notes, together with borrowings under a new term loan facility under Ball Corporation's existing credit agreement, as described in further detail in this prospectus supplement. See " The Transactions" and "Use of Proceeds."

As used in this prospectus supplement, unless otherwise indicated herein or the context otherwise indicates, the term:

"Ball Corporation" refers only to Ball Corporation and not to any of its subsidiaries;

"Ball" refers to Ball Corporation and its subsidiaries prior to the acquisitions;

"U.S. Can" refers to U.S. Can Corporation and its subsidiaries as constituted immediately prior to the U.S. Can acquisition, after giving effect to the spin-off of its European operations;

"Alcan Bottles" refers to the North American plastic bottles operations owned by Alcan Inc. that Ball Corporation has agreed to acquire;

"we," "us," "our" and similar terms refer to Ball Corporation and its subsidiaries, including U.S. Can and Alcan Bottles, immediately after giving effect to the acquisitions; and

"acquisitions" refers, collectively, to the U.S. Can acquisition and the Alcan Bottles acquisition.

Our Company

We are one of the world's leading suppliers of metal and plastic packaging to the beverage and food industries. We believe we are one of the largest manufacturers of metal beverage containers in the world and the largest in North America. Our packaging products are produced for a variety of end uses and are currently manufactured in 49 plants around the world. We also supply aerospace and other technologies and services to governmental and commercial customers. For the twelve months ended December 31, 2005, we had net sales and EBITDA of $5.8 billion and $676 million, respectively.

Our products include:

aluminum and steel beverage cans for carbonated soft drinks, beer, energy drinks and other beverages, of which we produced approximately 44 billion units in 2005 in North America and Europe, representing approximately 31 percent of total U.S. and Canadian shipments and approximately 29 percent of total European shipments;

two- and three-piece steel food cans for packaging vegetables, fruit, soups, meat, seafood, pet food and other products, of which we produced more than 6 billion units in 2005 in North America, representing approximately 20 percent of total shipments;

polyethylene terephthalate, or PET, plastic containers for carbonated soft drinks, water, juice, sports drinks, beer and other beverages, of which we produced more than 5 billion units in 2005 in North America, representing approximately 9 percent of total shipments; and

aerospace and other high technology products and services, including defense systems, civil space systems and commercial space systems, through our wholly-owned subsidiary, Ball Aerospace & Technologies Corp.

We sell our packaging products primarily to major beverage and food producers, including SABMiller plc, PepsiCo Inc. and its affiliated bottlers, The Coca-Cola Company and its affiliated bottlers, Anheuser-Busch Companies, Inc., Molson Coors Brewing Company, InBev SA, Heineken N.V. and ConAgra Foods, Inc. We believe we have been able to develop long-term customer relationships by providing superior quality and customer service at competitive prices. Our preferred supplier status with our customers is evidenced by our large number of long-term supply contracts, our high customer retention and our numerous customer awards and recognitions. We estimate that in 2005 more than 70 percent of our sales were made pursuant to long-term contracts.

The Transactions

As used in this prospectus supplement, the term "transactions" refers, collectively, to the acquisitions, the offering of the notes, the borrowings under a new term loan facility under Ball Corporation's existing credit agreement, the tender offers and consent solicitations, the repayment of certain existing debt of U.S. Can and Ball Corporation and the payment of related fees and expenses, all of which are described more fully below and under "Use of Proceeds" and "Description of Other Indebtedness."

U.S. Can Acquisition. On February 14, 2006, Ball Corporation entered into a definitive agreement to acquire U.S. Can's United States and Argentinean operations for approximately 1.1 million shares of Ball Corporation common stock and the repayment of approximately $550 million of U.S. Can's debt. U.S. Can is the largest manufacturer of aerosol cans in the United States and also manufactures paint cans, plastic containers and custom and specialty cans. Customers include The Sherwin-Williams Company, ConAgra Foods, Inc., S.C. Johnson & Son, Inc., RPM International, Inc. and Spectrum Brands, Inc. Based on unaudited financial information provided to us by U.S. Can, we believe that the U.S. Can businesses we are acquiring had net sales of approximately $584 million and EBITDA of approximately $74 million for the twelve months ended December 31, 2005. We believe the acquisition of U.S. Can's United States and Argentinean operations will add to our portfolio of rigid packaging products and provide us a meaningful position in a sizeable market. This offering is conditioned on the closing of the U.S. Can acquisition. The U.S. Can acquisition is conditioned on, among other things, the completion of the tender offers and consent solicitations.

Alcan Bottles Acquisition. On February 24, 2006, Ball Corporation entered into a definitive agreement to acquire Alcan Bottles, a manufacturer of custom plastic containers from Alcan Inc. for approximately $180 million. Alcan Bottles uses proprietary technology focusing on multi-layer polypropylene and PET materials to provide packaging solutions to customers in the North American food and specialty beverage markets. Customers include H.J. Heinz Company, Red Gold Inc., Welch Foods Inc., DelMonte Foods Company, Ocean Spray Cranberries, Inc. and Nestlé S.A. Based on unaudited financial information provided to us by Alcan Bottles, for the twelve months ended December 31, 2005, we believe that Alcan Bottles had net sales of approximately $141 million and EBITDA of approximately $22 million (which was impacted by approximately $3 million of allocated corporate overhead that we do not expect to incur in the future). We believe the acquisition of Alcan Bottles will strengthen our PET container business and will complement our food container business. Neither this offering nor any of the other transactions are conditioned on the closing of the Alcan Bottles acquisition.

Tender Offers and Consent Solicitations. In connection with the U.S. Can acquisition, on February 16, 2006, United States Can Company, a wholly-owned subsidiary of U.S. Can Corporation, commenced cash tender offers and consent solicitations with respect to any and all of its $125 million in aggregate principal amount of outstanding $10^{7}/_{8}$% Senior Secured Notes due July 10, 2010, or the Secured Notes, and $172 million in aggregate principal amount of outstanding $12^{3}/_{8}$% Senior Subordinated Notes due October 1, 2010, or the Subordinated Notes. The total estimated consideration of approximately $339 million includes a consent payment of $30 per $1,000 principal amount of notes payable to holders who tender their notes and deliver their consents in the consent solicitation prior to the consent payment deadline. Holders who tender their notes after the consent payment deadline and prior to the expiration time will be entitled to receive the total consideration less the $30 consent payment per $1,000 principal amount of notes. In addition, holders who tender their notes will also be paid interest from, and including, the relevant previous interest payment date up to, but not including, the applicable settlement date. The completion of the tender offers is conditioned upon the tender of a majority of the outstanding principal amount of each series of notes, the payment in full of the indebtedness under U.S. Can's existing credit agreement, the completion of the U.S. Can acquisition and other conditions as described in the offer to purchase and consent solicitation statement in connection with the tender offers.

The Financings. The proceeds from this offering of notes, together with the proceeds from borrowings under a new term loan facility under Ball Corporation's existing credit agreement, will be used to finance the transactions, including the repayment of certain existing debt of U.S. Can and Ball Corporation and the payment of related fees and expenses, as described more fully under "Use of Proceeds." See "Description of Other Indebtedness New Tranche D Term Loan Facility" for a more detailed description of the new term loan facility.

Competitive Strengths

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

Significant Presence in Multiple Markets We are the largest manufacturer of metal beverage containers in North America. Our 2005 North American metal beverage container shipments of approximately 32 billion cans represented approximately 31 percent of total U.S. and Canadian shipments. In addition, we are the second largest metal beverage container producer in Europe, where our 2005 shipments of 12 billion cans represented approximately 29 percent of total European shipments. Ball is one of the largest beverage can producers in the People's Republic of China, or PRC, and participates in joint ventures in Brazil and the PRC. We also have a strong position in North American steel food container manufacturing, with an approximate 20 percent share of shipments in 2005, and a significant position in the PET container segment.

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

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

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

High Quality Products and Service We believe that the quality of our products and our customer service is among the highest in the industry, as indicated by the number of quality awards we have earned. For example, all four of Ball's beverage can facilities supplying Anheuser-Busch have earned its elite "Certified Supplier" status, which is based on both service and high-quality systems. Outside of packaging, Ball's aerospace business was awarded the Preferred Supplier Award from Raytheon Missile Systems Company for the Tactical Tomahawk Missile Antenna (2004 and 2005) and Jet Propulsion Laboratory (JPL)/NASA Public Service Medal for the Cryogenic Telescope Assembly (2004). We continually strive to improve the quality of our products and production processes through rigorous quality systems, comprehensive employee training and tight control of our manufacturing processes.

Technological Leadership We have extensive experience in improving productivity and designing innovative products. In particular, Ball has successfully increased manufacturing efficiencies and lowered unit costs through internally-developed equipment enhancements. We also have made numerous patented advancements in can and can end manufacturing techniques. During 2004 we completed our expansion of the Ball Technology & Innovation Center located near Denver, Colorado, where all of our North American research and development activities are now conducted, and we perform our European research and development activities at our modern technical center in Bonn, Germany. Current research and development efforts include the development of new sizes and types of metal and plastic containers as well as new uses for the current containers.

Business Strategy

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

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

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

Maintain Low Cost Position We will continue to pursue opportunities to strengthen our low-cost position in the metal beverage can business, as well as opportunities to lower costs in steel food cans and PET containers. Our strategy is to reduce costs and increase operating efficiencies through: (1) investments in productivity-enhancing machinery and equipment; (2) development and implementation of proprietary process technology; (3) reductions in the material content of containers; (4) improved utilization of capacity, equipment and personnel; and (5) economies of scale in purchasing.

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

Pursue Selected Growth Opportunities Our investments are driven by improving return on invested capital. During 2005, Ball completed the construction of a new aluminum beverage can manufacturing plant in Belgrade, Serbia to serve the growing demand for beverage cans in southern and eastern Europe. In addition, we are converting selected manufacturing lines in Europe and North America from the production of standard size commodity beverage cans to the production of specialty cans as our customers' needs for new sizes and styles of beverage cans continue to grow. To accommodate the many contracts we are bidding and winning for spacecraft and space instrumentation, we are expanding and upgrading our Ball Aerospace & Technologies Corp. facilities.

Capitalize on Ball Aerospace & Technologies Corp.'s World-Class Capabilities We intend to focus on our core strength in the growing defense market, as well as in the commercial space market. Geopolitical events and executive and legislative branch priorities have created considerable growth opportunities in our core competencies.

Industry Overview

We operate in the packaging industry, which consists of metal, glass, plastic and paper-based products in the form of cans, bottles, cartons, boxes, closures and flexible packages for a variety of end uses, including food and beverage, consumer products, personal care, pharmaceutical and medical, household and foodservice, among others. According to industry sources, the global packaging industry has estimated revenues in excess of $400 billion and has an average annual growth rate of approximately 3 percent to 4 percent. The industry is global with companies of various sizes operating primarily on a local/regional basis as it is generally not economic to transport containers long distances. Ball holds leading positions in two of the industry's largest, more mature markets in North America and Europe that are generally highly consolidated, have high barriers to entry and are expected to exhibit stable to moderate growth. Worldwide shipments of metal beverage cans exceeded 220 billion units in 2005. The North American beverage can industry is the largest with more than 100 billion cans shipped in 2005, followed by Europe with more than 40 billion cans. Shipments of steel food cans in the U.S. and Canada were approximately 32 billion units in 2005.

The Offering

Issuer	Ball Corporation.
Notes Offered	$450,000,000 in aggregate principal amount of % Senior Notes due 2016.
Maturity Date	March 15, 2016.
Interest Rate	% per year.
Interest Payment Dates	March 15 and September 15 of each year, commencing September 15, 2006.
Guarantees	Ball Corporation's operations are conducted through its subsidiaries. Ball Corporation's payment obligations under the notes will be fully and unconditionally guaranteed by Ball Corporation's existing and future material domestic restricted subsidiaries. The notes will not be guaranteed by any of Ball Corporation's foreign subsidiaries.
Ranking	The notes will be Ball Corporation's senior unsecured obligations and will rank:
	equally in right of payment to all of Ball Corporation's existing and future senior unsecured indebtedness, including our outstanding 6 7/8% Senior Notes due 2012, or the existing senior notes; and
	senior in right of payment to all of Ball Corporation's future indebtedness that expressly provides for its subordination to the notes.
	The subsidiary guarantee of each subsidiary guarantor will be such subsidiary guarantor's senior unsecured obligation and will rank:
	equally in right of payment to all of such subsidiary guarantor's existing and future senior unsecured debt; and
	senior in right of payment to all of such subsidiary guarantor's future debt that expressly provides for its subordination to such subsidiary guarantor's subsidiary guarantee.
	The notes will be effectively subordinated in right of payment to any secured debt of Ball Corporation and its subsidiaries to the extent of the value of the assets serving as security for such secured debt. The notes will also be structurally subordinated to all existing and future liabilities, including trade payables, of Ball Corporation's subsidiaries that are not subsidiary guarantors.
	As of December 31, 2005, on a pro forma basis:
	Ball Corporation and its subsidiaries would have had approximately $2,265.9 million principal amount of outstanding long-term debt on a consolidated basis, of which approximately $1,222.4 million would have been secured, and an additional $714 million would have been available for borrowing on a secured basis under Ball Corporation's credit facilities;

	approximately $550 million principal amount of Ball Corporation's and its subsidiary guarantors' outstanding debt would have consisted of the existing senior notes; and
	Ball's subsidiaries that are non-guarantors would have had approximately $1,749.8 million in liabilities, excluding intercompany liabilities but including trade payables.
	See "Description of Other Indebtedness."
Optional Redemption	Prior to March 15, 2009, we may redeem up to 35% of the aggregate principal amount of the notes issued under the indenture with the net proceeds of certain equity offerings, provided at least 65% of the aggregate principal amount of the notes issued under the indenture remains outstanding after the redemption.
	We may redeem some or all of the notes at any time prior to March 15, 2011 at a price equal to 100% of the principal amount of notes redeemed plus a make-whole premium. On or after March 15, 2011, we may redeem some or all of the notes at any time at the redemption prices described in the section "Description of Notes Optional Redemption."
Certain Covenants	We will issue the notes under an indenture among Ball Corporation, the subsidiary guarantors and the trustee. The indenture, among other things, will limit Ball Corporation's and its restricted subsidiaries' ability to:
	incur additional debt and issue preferred stock;
	pay dividends or make other restricted payments;
	make certain investments;
	create liens;
	allow restrictions on the ability of certain of our subsidiaries to pay dividends or make other payments to us;
	sell assets;
	merge or consolidate with other entities; and
	enter into transactions with affiliates.
	Each of the covenants is subject to a number of important exceptions and qualifications. Certain of these covenants will no longer be applicable if and when the notes are rated Baa3 or better by Moody's and BBB- or better by Standard & Poor's. See "Description of Notes."
Use of Proceeds	The proceeds of this offering, net of fees and expenses, are expected to be approximately $444 million. We intend to use the net proceeds from the offering, together with borrowings under a new term loan facility under our existing credit agreement, to finance the transactions. See " The Transactions" and "Use of Proceeds."

Risk Factors

For a discussion of certain risks that should be considered in connection with an investment in the notes, see "Risk Factors" beginning on page S-11 of this prospectus supplement.

Corporate Information

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

Summary Historical Financial Data

The following table sets forth selected historical consolidated financial data for Ball. The selected historical consolidated financial data as of and for each of the five years in the period ended December 31, 2005 have been derived from Ball's audited consolidated financial statements. The following data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical consolidated financial statements and the related notes all contained in our Annual Report on Form 10-K filed with the Commission on February 22, 2006, which is incorporated by reference into this prospectus supplement and the accompanying prospectus.

	Year Ended December 31,				
	2001	2002	2003	2004	2005
	(dollars in millions)				
Statement of Earnings Data:					
Net sales	$ 3,686.1	$ 3,858.9	$ 4,977.0	$ 5,440.2	$ 5,751.2
Cost of sales(1)	3,142.2	3,230.4	4,080.2	4,433.5	4,822.4
Depreciation and amortization	152.5	149.2	205.5	215.1	213.5
Business consolidation costs and other	271.2	(2.3)	(3.7)	(15.2)	21.2
Selling and administrative	145.6	170.6	234.2	267.9	231.6
Earnings (loss) before interest and taxes	(25.4)	311.0	460.8	538.9	462.5
Net earnings (loss)	$ (99.2)	$ 156.1	$ 229.9	$ 295.6	$ 261.5
Earnings (loss) per share(2):					
Basic	$ (0.92)(6)	$ 1.39	$ 2.06	$ 2.67	$ 2.43
Diluted	(0.92)(6)	1.36	2.01	2.60	2.38
Other Data:					
EBITDA(3)(4)	$ 127.1	$ 460.2	$ 666.3	$ 754.0	$ 676.0
EBITDA margin	3.4%	11.9%	13.4%	13.9%	11.8%
Interest expense(5)	$ 88.3	$ 80.8	$ 141.1	$ 103.7	$ 116.4
Cash flow from operations	320.8	452.3	364.0	535.9	558.8
Capital expenditures	68.5	158.4	137.2	196.0	291.7
Cash dividends per common share	0.15	0.18	0.24	0.35	0.40
Ratio of earnings to fixed charges (unaudited)	(7)	3.3x	2.9x	4.4x	3.4x

	As of December 31,				
	2001	2002	2003	2004	2005
	(dollars in millions)				
Balance Sheet Data:					
Cash and cash equivalents	$ 83.1	$ 259.2	$ 36.5	$ 198.7	$ 61.0
Working capital	218.8	155.6	62.4	249.3	49.8
Total assets	2,313.6	4,132.4	4,069.6	4,477.7	4,343.4
Total debt, including current maturities	1,064.1	1,981.0	1,686.9	1,660.7	1,589.7
Shareholders' equity	504.1	492.9	807.8	1,086.6	835.3

(1) Excludes depreciation and amortization expense.

(2)

Share amounts have been retroactively adjusted for two-for-one stock splits, which were effected on August 23, 2004 and February 22, 2002.

(3)

EBITDA represents earnings before interest, taxes, depreciation and amortization. We present EBITDA because we consider it an important supplemental measure of our liquidity and our ability to service our debt and believe it is frequently used by securities analysts, investors and other interested parties in the evaluation of companies' liquidity in our industry. EBITDA is not a measurement of financial performance under accounting principles generally accepted in the U.S. and other companies in our industry may calculate EBITDA differently than we do. EBITDA should not be considered an alternative to cash flow from other operating activities or as a measure of liquidity or an alternative to net earnings as indicators of our operating performance. A reconciliation of EBITDA to Ball's earnings (loss) before taxes follows:

	Year Ended December 31,				
	2001	**2002**	**2003**	**2004**	**2005**
	(dollars in millions)				
EBITDA	$ 127.1	$ 460.2	$ 666.3	$ 754.0	$ 676.0
Depreciation and amortization	(152.5)	(149.2)	(205.5)	(215.1)	(213.5)
Earnings (loss) before interest and taxes	(25.4)	311.0	460.8	538.9	462.5
Interest expense	(88.3)	(80.8)	(141.1)	(103.7)	(116.4)
Earnings (loss) before taxes	$ (113.7)	$ 230.2	$ 319.7	$ 435.2	$ 346.1

(4)
EBITDA was impacted by business consolidation (costs) gains of $(271.2) million, $2.3 million, $3.7 million, $15.2 million and $(21.2) million in 2001, 2002, 2003, 2004 and 2005, respectively. See Note 4, Business Consolidation Activities, accompanying Ball Corporation's consolidated financial statements contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2005 for details about business consolidation costs or gains.

(5)
Includes $19.3 million, $15.2 million and $5.2 million of debt refinancing costs in 2005, 2003 and 2002, respectively, reported as interest expense.

(6)
The diluted loss per share is the same as the basic loss per share because the assumed exercise of stock options and conversion of Ball's employee stock ownership plan preferred stock would have been antidilutive.

(7)
During the year ended December 31, 2001, there was a deficiency of earnings to fixed charges of $112.8 million.

RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this prospectus supplement before purchasing the notes offered pursuant to this prospectus supplement. The risks described below are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business operations. Any of the following risks could materially and adversely affect our business, financial condition or results of operations.

Risks Relating to Our Business and Operations

The loss of a key customer could have a significant negative impact on our sales.

While we have diversified our customer base, we do sell a majority of our packaging products to relatively few major beverage and packaged food companies, some of which operate in North America, Europe and Asia.

Although approximately two-thirds of Ball's customer contracts are long-term, these contracts are terminable under certain circumstances, such as our failure to meet quality or volume requirements. Because we depend on relatively few major customers, our business, financial condition or results of operations could be adversely affected by the loss of one or more of these customers, a reduction in the purchasing levels of these customers, a strike or work stoppage by a significant number of these customers' employees or an adverse change in the terms of the supply agreements with these customers.

The primary customers for our aerospace work are U.S. government agencies or their prime contractors. These sales represented approximately 11 percent of Ball's consolidated 2005 net sales. Our contracts with these customers are subject to, among other things, the following risks:

- unilateral termination for convenience by the customers;
- reduction or modification in the scope of the contracts due to changes in the customer's requirements or budgetary constraints;
- under fixed-price contracts, increased or unexpected costs causing losses or reduced profits; and
- under cost reimbursement contracts, unallowable costs causing losses or reduced profits.

We face competitive risks from many sources that may negatively impact our profitability.

Competition within the packaging industry is intense. Increases in productivity, combined with surplus capacity in the industry, have maintained competitive pricing pressures. The principal methods of competition in the general packaging industry are price, service and quality. Some of our competitors may have greater financial, technical and marketing resources than we do. Our current or potential competitors may offer products at a lower price or products that are superior to ours.

We cannot assure you that U.S. Can and Alcan Bottles will be successfully integrated with Ball.

If we cannot successfully integrate U.S. Can's and Alcan Bottles' operations with those of Ball, we may experience material negative consequences to our business, financial condition or results of operations. The integration of companies that have previously been operated separately involves a number of risks, including, but not limited to:

- demands on management related to the increase in our size after the acquisition;
- the diversion of management's attention from the management of daily operations to the integration of operations;

difficulties in the assimilation and retention of employees;

difficulties in the integration of departments, systems, including accounting systems, technologies, books and records and procedures, as well as in maintaining uniform standards, controls, including internal accounting controls, procedures and policies; and

expenses of any undisclosed or potential legal liabilities.

Prior to the acquisitions, Ball, U.S. Can and Alcan Bottles operated as separate entities. We may not be able to maintain the levels of revenue, earnings or operating efficiency that each entity had achieved or might achieve separately. Successful integration of U.S. Can's and Alcan Bottles' operations will depend on our ability to manage those operations, realize opportunities for revenue growth presented by strengthened product offerings and, to some degree, to eliminate redundant and excess costs.

This prospectus supplement contains only limited financial information regarding the operations of U.S. Can and Alcan Bottles. Because the historical financial information incorporated by reference or included elsewhere in this prospectus supplement will not be representative of our results as a combined company or capital structure after the acquisitions, you have limited financial information on which to evaluate your investment decision.

Ball, U.S. Can and Alcan Bottles operated separately prior to the acquisitions. We have no history as a combined entity and our operations have not previously been managed on a combined basis. This prospectus supplement contains only limited financial information regarding the operations of U.S. Can and Alcan Bottles. The historical financial statements incorporated by reference or presented in this prospectus supplement and the limited financial information regarding the operations of U.S. Can and Alcan Bottles presented in this prospectus supplement does not reflect what our results of operations, financial position and cash flows would have been had we operated on a combined basis and will not be indicative of what our results of operations, financial position and cash flows will be in the future. As a result, the historical financial statements of Ball and the limited financial information regarding the operations of U.S. Can and Alcan Bottles incorporated by reference or included elsewhere in this prospectus supplement is of limited relevance to an investor in this offering.

Future acquisition activities may not be successful.

We may seek to acquire additional companies or assets. The acquisition of any company or group of assets is subject to substantial risks, including the failure to identify material problems during due diligence, the risk of over-paying for assets and the inability to arrange financing for an acquisition as may be required or desired. Further, the integration and consolidation of acquisitions requires substantial human, financial and other resources and, ultimately, our acquisitions may not be successfully integrated. There can be no assurances that any future acquisitions will perform as expected or that the returns from such acquisitions will support the indebtedness incurred to acquire them or the capital expenditures needed to develop them.

We are subject to competition from alternative products which could result in lower profits and reduced cash flows.

The metal beverage can is subject to significant competition from substitute products, particularly plastic carbonated soft drink bottles made from PET, single serve beer bottles, and containers made of glass, cardboard or other materials. The steel aerosol cans manufactured by U.S. Can are subject to selective competition from aluminum aerosol cans. Competition from plastic carbonated soft drink bottles is particularly intense in the United States and the United Kingdom. There can be no assurance that we will successfully compete against alternative beverage containers which could result in a reduction in our profits or cash flow.

We have a narrow product range and our business would suffer if usage of our products decreased.

For the 12 months ended December 31, 2005, 65 percent of Ball's consolidated net sales were from the sale of metal beverage cans, and we expect to derive a significant portion of our future revenues from the sale of metal beverage cans. We sell no PET bottles in Europe. Our business would suffer if the use of metal beverage cans decreased. Accordingly, broad acceptance by consumers of aluminum and steel cans for a wide variety of beverages is critical to our future success. If demand for glass and PET bottles increases relative to cans, or the demand for aluminum and steel cans does not develop as expected, our business, financial condition or results of operations could be materially adversely affected.

Our business, financial condition and results of operations are subject to risks resulting from increased international operations.

Ball derived 24 percent of its total net sales from outside of North America in the year ended December 31, 2005. The increased scope of international operations may lead to more volatile financial results and make it more difficult for us to manage our business. Reasons for this include, but are not limited to, the following:

- political and economic instability in foreign markets;
- foreign governments' restrictive trade policies;
- the imposition of duties, taxes or government royalties;
- foreign exchange rate risks;
- difficulties in enforcement of contractual obligations and intellectual property rights; and
- the geographic, time zone, language and cultural differences between personnel in different areas of the world.

Any of these factors could materially adversely affect our business, financial condition or results of operations.

We are exposed to exchange rate fluctuations.

For the 12 months ended December 31, 2005, 72 percent of Ball's net sales were attributable to operations with U.S. dollars as their functional currency, and 28 percent of Ball's net sales were attributable to operations having other functional currencies, with 12 percent of net sales attributable to the euro.

Our reporting currency is the U.S. dollar. Historically, Ball's foreign operations, including assets and liabilities and revenues and expenses, have been denominated in various currencies other than the U.S. dollar, and we expect that our foreign operations will continue to be so denominated. As a result, the U.S. dollar value of Ball's foreign operations have varied, and will continue to vary, with exchange rate fluctuations. In this respect, historically Ball has been primarily exposed to fluctuations in the exchange rate of the euro, British pound, Canadian dollar, Polish zloty, Chinese renminbi, Brazilian real and Serbian dinar.

A decrease in the value of any of these currencies, especially the euro, relative to the U.S. dollar could reduce our profits from foreign operations and the value of the net assets of our foreign operations when reported in U.S. dollars in our financial statements. This could have a material adverse effect on our business, financial condition or results of operations as reported in U.S. dollars.

In addition, fluctuations in currencies relative to currencies in which the earnings are generated may make it more difficult to perform period-to-period comparisons of our reported results of operations. For purposes of accounting, the assets and liabilities of our foreign operations, where the local currency is the functional currency, are translated using period-end exchange rates, and the revenues and expenses of our foreign operations are translated using average exchange rates during each period. Translation gains and losses are reported in accumulated other comprehensive loss as a component of shareholders' equity.

We actively manage our exposure to foreign currency fluctuations in order to mitigate the effect of foreign cash flow and reduce earnings volatility associated with foreign exchange rate changes. We primarily use forward contracts and options to manage our foreign currency exposures and, as a result, we experience gains and losses on these derivative positions offset, in part, by the impact of currency fluctuations on existing assets and liabilities.

Our business, operating results and financial condition are subject to particular risks in certain regions of the world.

We may experience an operating loss in one or more regions of the world for one or more periods, which could have a material adverse effect on our business, operating results or financial condition. Moreover, overcapacity, which often leads to lower prices, exists in a number of regions, including Asia and Latin America, and may persist even if demand grows. Our ability to manage such operational fluctuations and to maintain adequate long-term strategies in the face of such developments will be critical to our continued growth and profitability.

If we fail to retain key management and personnel we may be unable to implement our key objectives.

We believe that our future success depends, in large part, on our experienced management team. Losing the services of key members of our management team could make it difficult for us to manage our business and meet our objectives.

Decreases in our ability to apply new technology and know-how may affect our competitiveness.

Our success depends in part on our ability to improve production processes and services. We must also introduce new products and services to meet changing customer needs. If we are unable to implement better production processes or to develop new products, we may not be able to remain competitive with other manufacturers. As a result, our business, financial condition or results of operations could be adversely affected.

Bad weather and climate changes may result in lower sales.

We manufacture packaging products primarily for beverages and foods. Unseasonably cool weather can reduce demand for certain beverages packaged in our containers. In addition, poor weather conditions or changes in climate that reduce crop yields of fruits and vegetables can adversely affect demand for our food containers, creating potentially adverse effects on our business.

We are vulnerable to fluctuations in the supply and price of raw materials.

We purchase aluminum, steel, plastic resin and other raw materials and packaging supplies from several sources. While all such materials are available from many independent suppliers, raw materials are subject to fluctuations in price attributable to a number of factors, including general economic conditions, the demand by other industries for the same raw materials and the availability of complementary and substitute materials. Although we enter into commodities purchase agreements from time to time and use derivative instruments to hedge our risk, we cannot ensure that our current suppliers of raw materials will be able to supply us with sufficient quantities or at reasonable prices. Increases in raw material costs could have a material adverse effect on our business, financial condition or results of operations. Because our North American contracts often pass raw material costs directly on to the customer, increasing raw materials costs may not impact our near-term profitability but could decrease our sales volume over time. In Europe, our contracts do not typically allow us to pass on increased raw material costs and we regularly use derivative agreements to manage this risk; however, our hedging procedures may be insufficient and our results could be materially impacted if materials costs increase suddenly in Europe.

Prolonged work stoppages at plants with union employees could jeopardize our financial position.

As of December 31, 2005, on a pro forma basis, approximately 47 percent of our North American packaging employees and most of our employees in Europe were covered by one or more collective bargaining agreements. These collective bargaining agreements have staggered expirations over the next several years. Although we consider our employee relations to be generally good, a prolonged work stoppage or strike at certain facilities with union employees could have a material adverse effect on our business, financial condition or results of operations. In addition, we cannot assure you that upon the expiration of existing collective bargaining agreements new agreements will be reached without union action or that any such new agreements will be on terms satisfactory to us.

Our business is subject to substantial environmental remediation and compliance costs.

Our operations are subject to federal, state and local laws and regulations relating to environmental hazards, such as emissions to air, discharges to water, the handling and disposal of hazardous and solid wastes and the cleanup of hazardous substances. The U.S. Environmental Protection Agency has designated us, along with numerous other companies, as a potentially responsible party for the cleanup of several hazardous waste sites. Based on available information, we do not believe that any costs incurred in connection with such sites will have a material adverse effect on our financial condition, results of operations, capital expenditures or competitive position.

If we were required to write down all or part of our goodwill, our net earnings and net worth could be materially adversely affected.

Ball had $1,258.6 million of net goodwill recorded on our consolidated balance sheet as of December 31, 2005. The acquisitions of U.S. Can and Alcan Bottles are expected to increase the amount of goodwill on our balance sheet in future periods. We are required to periodically determine if our goodwill has become impaired, in which case we would write down the impaired portion of our goodwill. If we were required to write down all or part of our goodwill, our net earnings and net worth could be materially adversely affected.

If the investments in Ball's pension plans do not perform as expected, we may have to contribute additional amounts to the plans, which would otherwise be available to cover operating expenses, including debt service.

Ball maintains noncontributory, defined benefit pension plans covering substantially all of its U.S. employees, which we fund based on certain actuarial assumptions. The plans' assets consist primarily of common stocks and fixed income securities. If the investments in the plan do not perform at expected levels, then we will have to contribute additional funds to ensure that the program will be able to pay out benefits as scheduled. Such an increase in funding could result in a decrease in our available cash flow and net earnings and the recognition of such an increase could result in a reduction to our shareholders' equity. We recorded an increase in our minimum pension liability in the fourth quarter of 2005 largely as a reduction in the assumed discount rate. This increase in pension liability was reflected as an increase in other liabilities and a corresponding decrease in stockholders' equity.

Risks Relating to the Notes

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

We have now and, after the transactions, will continue to have a significant amount of debt. On December 31, 2005, on a pro forma basis, we would have had total long-term debt of $2,265.9 million (of which $450 million would have consisted of the notes, $1,204.6 million would have consisted of borrowings under our credit facilities, $550 million would have consisted of our existing senior notes and $61.3 million would have consisted of other debt, including assumed debt of U.S. Can). On a pro forma basis, our ratio of earnings to fixed charges would have been 2.9 times for the year ended December 31, 2005. Our high level of debt could have important consequences, including the following:

- use of a large portion of our cash flow to pay principal and interest on our notes, our credit facilities and our other debt, which will reduce the availability of our cash flow to fund working capital, capital expenditures, research and development expenditures and other business activities;
- increase our vulnerability to general adverse economic and industry conditions;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restrict us from making strategic acquisitions or exploiting business opportunities;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to make capital expenditures in order to maintain our manufacturing plants in good working order and repair; and
- limit, along with the financial and other restrictive covenants in our debt, among other things, our ability to borrow additional funds, dispose of assets or pay cash dividends.

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

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

Our ability to make payments on and to refinance our debt, including the notes, and to fund planned capital expenditures and research and development efforts, will depend on our ability to generate cash in the future. This is subject to general economic, financial, competitive, legislative, regulatory and other factors that may be beyond our control.

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

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

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

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

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

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

As of December 31, 2005, on a pro forma basis, the aggregate amount of our secured debt would have been approximately $1,222.4 million, and approximately $714 million would have been available for additional borrowings under our credit facilities. We may be permitted to borrow substantial additional debt, including secured debt, in the future under the terms of the indenture governing the notes.

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

The notes will be structurally subordinated to all existing and future liabilities, including trade payables, of our subsidiaries that do not guarantee the notes, and the claims of creditors of those subsidiaries, including trade creditors, will have priority as to the assets and cash flows of those subsidiaries. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding of any of the non-guarantor subsidiaries, holders of their liabilities, including their trade creditors, will generally be entitled to payment on their claims from assets of those subsidiaries before any assets are made available for distribution to us. None of our foreign subsidiaries will guarantee the notes and certain of our domestic subsidiaries will not guarantee the notes. As of December 31, 2005, on a pro forma basis, our non-guarantor subsidiaries would have had $1,749.8 million of outstanding liabilities, excluding intercompany liabilities but including trade payables. Under some circumstances, the terms of the notes will permit Ball Corporation and the guarantor subsidiaries to incur additional debt. In addition, the non-guarantor subsidiaries generated 24 percent of our net sales and 37 percent of our EBITDA for the 12 months ended December 31, 2005 and represented 54 percent of our assets as of December 31, 2005. The percentage of our net sales, EBITDA and assets attributable to the non-guarantor subsidiaries would have been lower on a pro forma basis.

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

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

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

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

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

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

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

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

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

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

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

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

- we are only required to repurchase the notes under certain circumstances if there are excess proceeds of the asset sale; or
- we may be prohibited from repurchasing the notes by the terms of our senior debt.

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

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

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

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

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

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

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

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets; or
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each subsidiary guarantor, after giving effect to each subsidiary guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

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

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

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

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

then a court could:

- avoid all or a portion of our obligations to the holders of the notes;
- subordinate our obligations to the holders of the notes to other existing and future debt of us, the effect of which would be to entitle the other creditors to be paid in full before any payment could be made on the notes; or
- take other action harmful to the holders of the notes, including in certain circumstances, invalidating the notes.

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

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

An active trading market may not develop for the notes.

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

USE OF PROCEEDS

We estimate that the net proceeds from the sale of the notes offered by this prospectus supplement will be approximately $444 million after deducting the underwriting discounts and estimated offering expenses we will pay. The net proceeds from the notes offered hereby, together with borrowings under the new term loan facility under our existing credit agreement, will be used to finance the transactions.

The following table summarizes the estimated sources and uses of funds for the transactions, assuming a closing on March 27, 2006.

	Amount (in millions)
Sources of Funds:	
Tranche D Term Loan Facility(1)	$ 500
Notes Offered Hereby	450
Ball Corporation Common Stock(2)	47
Total Sources	$ 997
Uses of Funds:	
Purchase Price for Alcan Bottles(1)	$ 180
Stock Portion of Purchase Price for U.S. Can(2)	47
Repayment of U.S. Can Credit Facilities	255
Repurchase of U.S. Can's $12^{3}/_{8}$% Senior Subordinated Notes Due 2010(3)	125
Repurchase of U.S. Can's $10^{7}/_{8}$% Senior Secured Notes Due 2010(3)	172
Repayment of Borrowings Under Ball's Multicurrency Revolving Credit Facility	167
Estimated Tender Offer Premiums, Accrued Interest, Fees and Expenses(3)	51
Total Uses	$ 997

(1) Neither this offering nor any of the other transactions are conditioned on the closing of the Alcan Bottles acquisition. If the Alcan Bottles acquisition does not close, borrowings under the Tranche D Term Loan Facility will be $320 million and total sources and uses of funds will be $817 million.

(2) The stock portion of the purchase price for the U.S. Can acquisition is 1.1 million shares of Ball Corporation common stock, subject to certain adjustments. The table above assumes the entire 1.1 million shares of Ball Corporation common stock will be issued at closing, and the value of the shares is based on a per share value of $42.47, the average of the closing prices of the shares for the ten trading days ending February 28, 2006. The actual number of shares to be issued in the U.S. Can acquisition will be adjusted pursuant to the acquisition agreement based on, among other things, the amount of U.S. Can's net debt and working capital compared to specified targets. For purposes of calculating adjustments to the purchase price, the additional shares of Ball Corporation common stock to be issued, or the shares of Ball Corporation common stock to be withheld, will be valued based on the average of the closing prices of the shares for the ten trading days ending on the day immediately prior to the closing date of the acquisition.

(3) Assumes that 100% of U.S. Can's Subordinated Notes are tendered for total consideration of $1,067 per $1,000 principal amount of Subordinated Notes and that 100% of U.S. Can's Secured Notes are tendered for total estimated consideration of $1,122 per $1,000 principal amount of Secured Notes, in each case including a consent payment of $30 per $1,000 principal amount of notes payable to holders who tender their notes and deliver their consents in the consent solicitation prior to the consent payment deadline. The total consideration for the Secured Notes will be determined in accordance with the formula set forth in the offer to purchase and consent

solicitation statement in connection with the tender offers, pricing to the earliest redemption date (July 15, 2007) at a fixed spread of 50 basis points over the bid side yield on the $3^{5}/_{8}$% Treasury Notes due June 30, 2007. Also assumes payment of interest on each series of notes from, and including, the relevant previous interest payment date up to, but not including, the assumed settlement date of March 27, 2006.

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and capitalization as of December 31, 2005 (1) on an actual basis and (2) on an as adjusted basis after giving effect to the transactions as if they had occurred on December 31, 2005.

	As of December 31, 2005	
	Actual	As Adjusted
	(dollars in millions)	
Cash and cash equivalents	$ 61.0	$ 61.0
Long-term debt, including current portion:		
Senior Credit Facilities:		
Revolving Credit Facilities(1)	$ 169.1	$ 2.1
Term Loan Facilities(2)	702.5	1,202.5
$6^{7}/_{8}$% Senior Notes due 2012	550.0	550.0
% Senior Notes due 2016 offered hereby		450.0
Other debt(3)(4)	61.3	61.3
Total long-term debt, including current portion(4)	$ 1,482.9	$ 2,265.9
Shareholders' equity(5)	835.3	882.0
Total capitalization	$ 2,318.2	$ 3,147.9

(1) Comprised of $60.0 million, €50.0 million, £22.0 million and C$14.0 million outstanding under our multi-currency Revolving Credit Facilities on an actual basis and $2.1 million on an as adjusted basis.

(2) On an actual basis, comprised of a £85.0 million Term A Loan, a €350.0 million Term B Loan and a C$165.0 million Term C Loan. On an as adjusted basis, also includes the new $500.0 million Tranche D Term Loan Facility. Neither this offering nor any of the other transactions are conditioned on the closing of the Alcan Bottles acquisition. If the Alcan Bottles acquisition does not close, borrowings under the Tranche D Term Loan Facility will be $320 million and as adjusted total borrowings under term loan facilities will be $1,022.5 million.

(3) As of December 31, 2005, on an actual and adjusted basis, other debt consisted of $16.0 million of industrial revenue bonds, $23.7 million of loans from the European Bank for Reconstruction and Development and $21.6 million of other debt. Includes amounts payable within one year of $9.6 million, on an actual and adjusted basis. Other debt excludes $106.8 million of short-term uncommitted debt and Ball's accounts receivable securitization facility which is reported as an off-balance sheet liability in accordance with U.S. GAAP. As of December 31, 2005, Ball had $210.0 million outstanding under its accounts receivable securitization facility.

(4) Assumes that 100% of U.S. Can's Subordinated Notes and Secured Notes are tendered.

(5) The stock portion of the purchase price for the U.S. Can acquisition is 1.1 million shares of Ball Corporation common stock, subject to certain adjustments. The table above assumes the entire 1.1 million shares of Ball Corporation common stock will be issued at closing, and the value of the shares is based on a per share value of $42.47, the average of the closing prices of the shares for the ten trading days ending February 28, 2006. The actual number of shares to be issued in the U.S. Can acquisition will be adjusted pursuant to the acquisition agreement based on, among other things, the amount of U.S. Can's net debt and working capital compared to specified targets. For purposes of calculating adjustments to the purchase price, the additional shares of Ball Corporation common stock to be

issued, or the shares of Ball Corporation common stock to be withheld, will be valued based on the average of the closing prices of the shares for the ten trading days ending on the day immediately prior to the closing date of the acquisition.

DESCRIPTION OF OTHER INDEBTEDNESS

Existing Credit Facilities

General

On October 13, 2005, Ball Corporation and certain of its subsidiaries, as borrowers, entered into a credit agreement in the amount of up to an aggregate U.S. dollar equivalent of approximately $1.6 billion in various tranches and currencies, referred to as the existing credit facilities, with Deutsche Bank AG, New York Branch, as administrative agent, and various financial institutions, as lenders.

The following is a description of the general terms that are included in the credit facilities. This information relating to the credit facilities is qualified in its entirety by reference to the complete text of the documents entered into in connection therewith. A copy of the credit agreement was filed by Ball Corporation with the SEC as Exhibit 99.2 to Ball Corporation's Current Repot on 8-K, dated October 13, 2005 and filed on October 17, 2005.

The credit facilities are comprised of the following as of February 24, 2006:

- a multicurrency secured revolving credit facility in the U.S. dollar equivalent amount of $715 million, which will terminate on October 13, 2011;
- a Canadian dollar secured revolving credit facility in the U.S. dollar equivalent amount of $35 million, which will mature on October 13, 2011;
- a British sterling denominated secured term loan facility in the amount of £85 million (or approximately $148 million) which will mature October 13, 2011, referred to as the Sterling Term A loan facility;
- a euro denominated secured term loan facility in the amount of €350 million (or approximately $416 million) which will mature on October 13, 2011, referred to as the Euro Term B loan facility; and
- a Canadian dollar denominated secured term loan facility in the amount of Cdn. $149 million (or approximately $130 million) which will mature on October 13, 2011, referred to as the Canadian Term C loan facility.

Amortization

The term loans are amortized quarterly from December 31, 2007, through the date of maturity for each facility according to the following schedule:

Year	Sterling Term A Loan Facility	Euro Term B Loan Facility	Canadian Term C Loan Facility
2007	2.50%	2.50%	1.25%
2008	10.00%	10.00%	5.00%
2009	12.50%	12.50%	5.00%
2010	30.00%	30.00%	25.00%
2011	45.00%	45.00%	63.75%

Interest

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

Eurocurrency Rate Loans that are Dollar denominated bear interest at the interbank eurocurrency rate plus a borrowing margin as described below. Eurocurrency Rate Loans that are non-Dollar denominated bear interest at the LIBOR Rate for Sterling and EURIBOR Rate for Euros plus a borrowing margin as described below. Interest on Eurocurrency Rate Loans is payable at the end of the applicable interest period in the case of interest periods of one, two or three months and every 3 months in the case of interest periods of 6 months or longer.

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

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

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

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

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

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

Security and Guarantees

The credit facilities and any interest rate or other hedging arrangements entered into with any of the lenders under the credit facilities are obligations of Ball Corporation and the other subsidiary borrowers and guaranteed by Ball Corporation and all of its present and future material domestic subsidiaries. The credit facilities are secured by (i) a valid first priority perfected lien or pledge on 100% of the stock of each of Ball Corporation's present and future direct and indirect material domestic subsidiaries and (ii) a valid and first priority perfected lien or pledge on 65% of the stock of each of Ball Corporation's present and future material first-tier foreign subsidiaries. The obligations of each foreign subsidiary of Ball Corporation that is a subsidiary borrower are secured by a pledge of certain designated first-tier subsidiaries of such foreign subsidiary borrowers.

Covenants

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

The credit agreement also requires Ball Corporation to maintain a maximum leverage ratio of not greater than 3.75 to 1.00 and an interest coverage ratio of not less than 3.50 to 1.00. We are currently seeking an amendment to the credit agreement that will provide additional borrowing flexibility under the leverage ratio test.

Mandatory Prepayment

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

Events of Default

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

New Tranche D Term Loan Facility

Ball Corporation has received a commitment letter and a term sheet from Deutsche Bank AG New York Branch, or DBAG, and J.P. Morgan Chase Bank, N.A., or JPMC, to provide Ball Corporation with senior secured debt financing to reduce existing indebtedness of U.S. Can and its subsidiaries in connection with the acquisition and pay related fees and expenses in connection therewith. It is contemplated that the senior secured financing would be in the form of a secured term loan facility, referred to as the Tranche D Term Loan facility, in an aggregate principal amount of up to $500 million pursuant to an amendment to Ball Corporation's existing credit agreement. Ball Corporation anticipates that the definitive documentation for the Tranche D Term Loan facility will be executed concurrently with the closing of the U.S. Can acquisition.

The Tranche D Term Loan facility shall be guaranteed by Ball Corporation and all of its present and future material domestic subsidiaries and shall be secured by a valid first priority perfected lien or pledge on the capital stock securing the facilities (but not the capital stock securing only the foreign subsidiary borrowers) under Ball Corporation's existing credit agreement.

6$^{7}/_{8}$% Senior Notes Due 2012

General

The following summary of the existing senior notes does not purport to be complete and is qualified in its entirety by reference to the indenture, dated December 19, 2002, governing the existing senior notes, which was filed with the SEC by Ball Corporation on its Current Report on Form 8-K, dated December 19, 2002, and filed on December 31, 2002, and the supplemental indenture, dated August 8, 2003, which was filed with the SEC by Ball Corporation on is registration statement on Form S-4 filed September 11, 2003.

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

Principal, Maturity and Interest

The currently outstanding aggregate principal amount of the existing senior notes is $550 million, of which $300 million was issued on December 19, 2002 and $250 million was issued on August 8, 2003. The existing senior notes will mature on December 15, 2012. Interest on the existing senior notes accrues at a rate of $6^7/_8$% per annum and is payable semiannually in arrears on June 15 and December 15 of each year to holders of record on the immediately preceding June 1 and December 1.

Subsidiary Guarantees

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

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

Optional Redemption

On or after December 15, 2007, we may redeem all or some of the existing senior notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices, expressed as percentages of principal amount, set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable redemption date, if redeemed during the 12-month period beginning on December 15 of the years indicated below:

Year	**Percentage**
2007	103.438%
2008	102.292%
2009	101.146%
2010 and thereafter	100.000%

Change of Control

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

Certain Covenants

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

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

Such covenants are subject to certain other limitations and exceptions.

DESCRIPTION OF NOTES

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

Ball will issue the notes under a base indenture among itself, the Guarantors and The Bank of New York, as trustee, as amended and supplemented by a first supplemental indenture among Ball, the Guarantors and the trustee. For convenience, the base indenture, as amended and supplemented by the first supplemental indenture, is referred to as the "indenture." The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

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

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

Brief Description of the Notes and the Guarantees

The Notes

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

- equally in right of payment to all of Ball's existing and future senior unsecured Indebtedness, including the Existing Senior Notes; and
- senior in right of payment to all of Ball's future Indebtedness that expressly provides for its subordination to the notes.

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

The Guarantees

Ball's payment obligations under the notes will be fully and unconditionally guaranteed, on a joint and several basis, by the Guarantors. Initially, the Guarantors will be the Domestic Subsidiaries of Ball as of the date of the indenture, other than Ball Capital Corp. II, Ball Asia Pacific and the Excluded Subsidiaries. Additionally, all future Domestic Subsidiaries of Ball, other than those Subsidiaries that are designated as Excluded Subsidiaries or Unrestricted Subsidiaries, are expected to become Guarantors.

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

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

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

In the event that the Guarantors' secured creditors exercise their rights with respect to the Guarantors' pledged assets, the Guarantors' secured creditors, including the lenders under the Credit Facilities, would be entitled to be repaid in full from the proceeds from the sale of those assets before those proceeds would be available for distribution to their other creditors, including with respect to the guarantees of the notes. In addition, although each Domestic Subsidiary of Ball, other than Ball Capital Corp. II, Ball Asia Pacific, the Excluded Subsidiaries and the Unrestricted Subsidiaries will guarantee the notes, none of Ball's other Subsidiaries, including its Foreign Subsidiaries, will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor subsidiaries, the non-guarantor subsidiaries will pay the holders of their debt and other liabilities, including trade payables, before they will be able to distribute any of their assets to Ball. The non-guarantor subsidiaries generated 24 percent of our net sales for the year ended December 31, 2005 and represented 54 percent of our assets as of December 31, 2005. See note 19 to the consolidated financial statements of Ball incorporated by reference into this prospectus supplement for more detail about the historical division of Ball Corporation's consolidated revenues and assets between the Guarantor and non-Guarantor Subsidiaries.

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

Principal, Maturity and Interest

Ball will issue $450 million in aggregate principal amount of % Senior Notes due 2016 in this offering. Subject to its compliance with the covenants contained in the indenture, Ball may issue additional notes under the indenture from time to time after this offering. The notes offered hereby and any additional notes with the same terms subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Ball may issue one or more other classes of notes under the base indenture and subsequent supplemental indentures. Ball will issue notes in denominations of $1,000 and integral multiples of $1,000. The notes will mature on March 15, 2016.

Interest on the notes will accrue at the rate of % per annum and will be payable semi-annually in arrears on March 15 and September 15, commencing on September 15, 2006. Ball will make each interest payment to persons who were holders of record as of the immediately preceding March 1 and September 1.

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

Methods of Receiving Payments on the Notes

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

Paying Agent and Registrar for the Notes

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

Transfer and Exchange

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

Subsidiary Guarantees

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

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

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

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

(2) either:

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

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the "Asset Sale" provisions of the indenture.

The subsidiary guarantee of a Guarantor will be released:

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

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

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

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

Optional Redemption

At any time prior to March 15, 2009, Ball may, on any one or more occasions, redeem, in whole or in part, up to 35% of the aggregate principal amount of notes, including additional notes of the same class, if any, issued under the indenture at a redemption price of par plus the stated interest rate, or % of the principal amount of the notes redeemed, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more Equity Offerings; *provided*, that:

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

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

At any time prior to March 15, 2011, Ball, at its option, may redeem all or a part of the notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to the date of redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the two preceding paragraphs, the notes will not be redeemable at Ball's option prior to March 15, 2011.

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

Year	Percentage
2011	%
2012	%
2013	%
2014 and thereafter	100.000%

The redemption prices set forth in the table above will be determined based on the stated interest rate on the notes. The initial percentage will be par plus one-half of the stated interest rate on the notes, and the percentage will decline ratably to par on or after March 15, 2014.

Mandatory Redemption

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

Repurchase at the Option of Holders

Change of Control

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

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

(1) accept for payment all notes or portions of notes (in integral multiples of $1,000) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

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

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

Ball will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

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

Ball will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Ball and purchases all notes properly tendered and not withdrawn under the Change of Control Offer.

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

Asset Sales

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

(1) Ball or the Restricted Subsidiary, as the case may be, receives consideration (including assumption of liabilities) at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;

(2) the fair market value is determined by Ball's Board of Directors or Chief Financial Officer and evidenced by an officers' certificate delivered to the trustee with respect to any Asset Sale determined to have a fair market value greater than $50 million; and

(3) at least 75% of the consideration received in the Asset Sale by Ball or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on Ball's or such Restricted Subsidiary's most recent consolidated balance sheet, of Ball or any Restricted Subsidiary, other than contingent liabilities and liabilities of Ball that are by their terms subordinated to the notes or any subsidiary guarantee, that are assumed by the transferee of any such assets;

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

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

(d) Additional Assets;

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

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, Ball may, at its option and to the extent Ball elects, apply those Net Proceeds:

(1) to repay Indebtedness and other Obligations under any Credit Facility;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of Ball;

(3) to make a capital expenditure in a Permitted Business;

(4) to acquire other long-term assets that are used or useful in a Permitted Business; or

(5) to make an Investment in Additional Assets; provided, that Ball will be deemed to have complied with this clause (5) if, within 365 days of such Asset Sale, Ball shall have entered into a definitive agreement covering such Investment which is thereafter completed within 365 days after the first anniversary of such Asset Sale.

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

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $50 million, Ball will make an Asset Sale Offer to all holders of notes and all holders of other Indebtedness that is *pari passu* with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of notes and such other *pari passu* Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, Ball may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and such other *pari passu* Indebtedness to be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

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

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

Selection and Notice

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

(1) if the notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the notes are listed; or

(2) if the notes are not listed on any national securities exchange, on a pro rata basis, by lot or by such method as the trustee deems fair and appropriate.

No notes of $1,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notices of redemption may not be conditional.

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

Certain Covenants

Changes in Covenants when Notes Rated Investment Grade

If on any date after the date of the supplemental indenture:

(1) the notes are rated Baa3 (or the equivalent thereof) or better by Moody's and BBB- (or the equivalent thereof) or better by S&P (*provided* that if either such entity ceases to rate the notes for reasons outside of the control of Ball, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by Ball as a replacement agency will be deemed to satisfy the rating requirements for the rating agency so replaced); and

(2) no Default or Event of Default shall have occurred and be continuing,

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

(1) " Repurchase at the Option of Holders Asset Sales;"

(2) " Restricted Payments;"

(3) " Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock;"

(4) " Dividend and Other Payment Restrictions Affecting Subsidiaries;"

(5) " Designation of Restricted and Unrestricted Subsidiaries;"

(6) " Transactions with Affiliates;" and

(7)

clause (4) of the covenant listed under " Merger, Consolidation or Sale of Assets."

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

Restricted Payments

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

(1) declare or pay any dividend or make any other payment or distribution on account of Ball's Equity Interests, including, without limitation, any payment in connection with any merger or consolidation involving Ball, or to the direct or indirect holders of Ball's Equity Interests in their capacity as such, other than dividends or distributions payable in Equity Interests, other than Disqualified Stock, of Ball;

(2) purchase, redeem or otherwise acquire or retire for value, including, without limitation, in connection with any merger or consolidation involving Ball, any Equity Interests of Ball;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the notes or the subsidiary guarantees, except a payment of interest or principal at the Stated Maturity thereof; *provided*, that this restriction does not apply to a purchase, redemption or defeasance made in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of date of such purchase, redemption or defeasance; or

(4) make any Restricted Investment,

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

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

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

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

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

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

(c) to the extent not already included in Consolidated Net Income of Ball for such period and without duplication, any Restricted Investment that was made by Ball or any of its Restricted Subsidiaries after August 10, 1998 is sold for cash or otherwise liquidated or

repaid for cash, or any Unrestricted Subsidiary which is designated as an Unrestricted Subsidiary subsequent to August 10, 1998 is sold for cash or otherwise liquidated or repaid for cash or redesignated as a Restricted Subsidiary, 100% of the cash return of capital with respect to such Restricted Investment or Unrestricted Subsidiary, less the cost of disposition, if any, plus 50% of the excess of the fair market value of Ball's Investment in such Unrestricted Subsidiary as of the date of such redesignation over the amount of the Restricted Investment that reduced this clause (c); *provided*, that any amounts that increase this clause (3) shall not duplicatively increase amounts available as Permitted Investments.

As of February 28, 2006, approximately $110 million would have been available for Restricted Payments pursuant to clause (3) of the preceding paragraph.

The preceding provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of the dividend, if at the date of declaration the dividend payment would have complied with the provisions of the indenture;

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

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

(4) the payment of dividends on Ball's common stock up to a combined amount of $30 million per annum; provided, that up to $10 million of such amount that is not utilized by Ball to pay dividends in any calendar year may be carried forward to any subsequent year;

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

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

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

(8)

the payment of any dividend by a Restricted Subsidiary to the holders of all of its Equity Int