Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Multicurrency Revolving Facility”), by and among Ball Corporation, an Indiana corporation (the “Company”), the lenders party thereto from time to time and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent (“DBNY”), (ii) the Bridge Loan Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Bridge Loan Facility” and, together with the Multicurrency Revolving Facility, the “Facilities”), by and among the Company, the lenders party thereto and Deutsche Bank AG Cayman Islands Branch, as Administrative Agent (“DBCI”) and (iii) the proposed transaction pursuant to which the Company, through one of its subsidiaries, intends to acquire the entire issued and to be issued share capital of Target (the “Transaction”). Capitalized terms used but not defined in this letter...
agreement (as amended, modified or supplemented from time to time, this “Fee Letter”) shall have the meanings assigned thereto in the Facilities, as applicable.

1. **Titles, Economics and Roles.**

Subject to the terms and conditions set forth in each of the Multicurrency Revolving Facility and the Bridge Loan Facility, respectively:

(i) DBNY, Bank of America, N.A. (“BOA”), Goldman Sachs Bank USA (“GSB”), KeyBank National Association (“Key”), The Royal Bank of Scotland plc (“RBS”) and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch (“Rabobank”) have committed (on a several but not joint basis) to provide 24%, 24%, 16%, 16%, 10% and 10%, respectively, of the Multicurrency Revolving Facility;

(ii) DBNY (or one of its designated affiliates) has agreed to act as sole Administrative Agent and Collateral Agent under the Multicurrency Revolving Facility (in such capacity, the “Revolving Administrative Agent”);

(iii) DBCI, BOA, GSB, Key, RBS and Rabobank have committed (on a several but not joint basis) to provide 24%, 24%, 16%, 16%, 10% and 10%, respectively, of the Bridge Loan Facility;

(iv) DBCI (or one of its designated affiliates) has agreed to act as sole Administrative Agent under the Bridge Loan Facility (in such capacity, the “Bridge Administrative Agent” and, together with the Revolving Administrative Agent, the “Administrative Agents”); and

(v) Deutsche Bank Securities Inc. (“DBSI”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), GSB, KeyBanc Capital Markets Inc. (“KBCM”), RBS Securities Inc. (“RBSS”) and Rabobank have agreed (x) to act as joint lead arrangers and joint bookrunners with respect to the Multicurrency Revolving Facility (in such capacities, the “Lead Revolving Arrangers”), and (y) to act as joint lead arrangers and joint bookrunners with respect to the Bridge Loan Facility (in such capacities, the “Lead Bridge Arrangers” and collectively with the Lead Revolving Arrangers, the “Lead Arrangers”).

You agree that except for fees payable pursuant to Section 2(b) (which shall be paid 100% to DBNY) and Section 3(b) (which shall be paid 100% to DBCI), all fees hereunder shall be paid 24% to DBSI, 24% to MLPFS, 16% to GS, 16% to KBCM, 10% to RBSS and 10% to Rabobank.

You agree that no other agents, co-agents or arrangers will be appointed and no other titles will be awarded in connection with obtaining any commitment to the Facilities unless you and the Lead Arrangers shall so agree; provided that, at any time on or prior to the 30th day following the date of this Fee Letter, you may appoint up to (x) one additional bank, financial
institutions or other institutional investors to act as joint lead arranger and joint bookrunner for each of the Facilities (the “Additional Lead Arranger”) and (y) fourteen additional banks, financial institutions and other institutional lenders as documentation agents, syndication agents, co-agents, or managers reasonably acceptable to the Lead Arrangers for each of the Facilities (together with the Additional Lead Arranger, the “Additional Agents”) and the aggregate economics payable to such Additional Agents for each of the Facilities shall not exceed 40% of the total economics which would otherwise be payable to the Lead Arrangers pursuant to this Fee Letter (exclusive of (x) the Arrangement Fee (as defined below) and (y) any fees payable to an administrative agent or collateral agent in its capacity as such) (it being understood that (i) each such Additional Agent’s several commitment shall be allocated pro rata among the Facilities, (ii) the commitments of the initial Lenders will be reduced pro rata by the amount of the commitments of each such Additional Agent (or its relevant affiliate) under the applicable Facility upon the execution of customary joinder documentation satisfactory to the Lead Arrangers, (iii) the commitments assumed by such Additional Agent for each of the Facilities will be in proportion to the economics allocated to such Additional Agent and (iv) no Additional Agents (nor any affiliate thereof) shall receive greater economics in respect of any Facility than that received by any of the Lead Arrangers party hereto on the date hereof. Notwithstanding the foregoing, it is acknowledged and agreed that banks, financial institutions and other institutional lenders participating in the Farm Credit System and acting as Additional Agents shall only provide commitments under the Multicurrency Revolving Facility and shall only receive economics under the Multicurrency Revolving Facility.

It is further agreed that DBSI shall have “left side” designation and shall appear on the top left of any offering or marketing materials for the Facilities and will hold the roles and responsibilities conventionally understood to be associated with such name placement (and equivalent ranking for league table purposes). This Fee Letter will supplement each of the Multicurrency Revolving Facility and the Bridge Loan Facility by setting forth the arrangements relating to compensation for certain services rendered and to be rendered by the Lead Arrangers and the Administrative Agents in connection with the Facilities. DBNY’s, DBCI’s, BOA’s, GSB, Key’s, RBS’s and Rabobank’s several commitments under the Facilities; DBNY’s willingness to act as the Revolving Administrative Agent; DBCI’s willingness to act as the Bridge Administrative Agent; and DBSI’s, MLPFS’s, GSB’s, KBCM’s, RBSS’s and Rabobank’s agreement to act as Lead Arrangers, are subject to your acceptance and return of this Fee Letter concurrently with the execution and delivery of each of the Multicurrency Revolving Facility and the Bridge Loan Facility by each of the parties thereto.


(a) As consideration for the commitments and agreements under the Multicurrency Revolving Facility, you hereby agree to pay (or cause to be paid) to the Lead Revolving Arrangers the following non-refundable amounts:

(i) an arrangement fee (the “Arrangement Fee”) equal to 0.25% of the total commitments provided under the Multicurrency Revolving Facility as originally executed, the full amount of which fee shall be earned and payable to the Lead Revolving Arrangers on the Initial Borrowing Date; and

(ii) an upfront fee equal to 0.15% of the total commitments provided under the Multicurrency Revolving Facility as in effect on the Effective Date, which fee shall
be earned and payable to the Lead Revolving Arrangers on the Initial Borrowing Date
(it being understood that the full amount of such fee will be paid by the Lead
Revolving Arrangers to any additional lender that becomes a party to the
Multicurrency Revolving Facility during the primary syndication thereof with respect
to the commitments provided by such lender thereunder (unless you and the Lead
Revolving Arrangers shall otherwise agree)).

(b) As consideration for DBNY acting as Administrative Agent and Collateral Agent
with respect to the Multicurrency Revolving Facility, you hereby agree to pay (or cause to be
paid) an annual agent’s administration fee of $125,000, which fee shall be payable annually in
advance to DBNY (i) on the Initial Borrowing Date in respect of the first year of the
Multicurrency Revolving Facility and (ii) on each successive anniversary of the Effective Date
until the termination of the Multicurrency Revolving Facility and the repayment of all amounts
outstanding thereunder.

3. Bridge Loan Facility Fees.

(a) As consideration for the commitments and agreements under the Bridge Loan
Facility, you agree to pay (or cause to be paid) to the Lead Bridge Arrangers the following non-
refundable amounts:

(i) a commitment fee (the “Commitment Fee”) equal to 0.50% of the total
commitments (the “Bridge Commitments”) provided under the Bridge Loan Facility
as originally executed (the “Initial Commitment Fee”), plus an additional 0.125% of
the Bridge Commitments in effect on the 180th day after the Effective Date, plus an
additional 0.125% of the Bridge Commitments in effect on the 270th day after the
Effective Date. 50% of the Initial Commitment Fee shall be earned and payable to the
Lead Bridge Arrangers on the Effective Date, and the remaining Commitment Fee
shall be earned and payable on the earlier of (i) the Initial Funding Date or (ii) the
termination of all of the Bridge Commitments provided under the Bridge Loan
Facility (such earlier date, the “Termination Date”);

(ii) a funding fee (the “Bridge Funding Fee”) equal to 0.75% of the total
amount of the loans (the “Bridge Loans”) funded under the Bridge Loan Facility,
which Bridge Funding Fee shall be earned and payable to the Lead Bridge Arrangers
on each date on which any Bridge Loans are drawn (on the principal amount of the
Bridge Loans so drawn on such date);

(iii) a conversion fee (the “Conversion Fee”) equal to 1.25% of the aggregate
outstanding amount of the Bridge Loans on the Bridge Loan Maturity Date, which
Conversion Fee shall be earned and payable to the lenders of the Bridge Loans on the
Bridge Loan Maturity Date; and

(iv) a ticking fee (the “Ticking Fee”) equal to 0.50% per annum calculated on
the aggregate amount of outstanding Bridge Commitments during the period from
and including the date that is 270 days after the Effective Date to but excluding the
Termination Date, which Ticking Fee shall be earned and payable to the Lead Bridge
Arrangers on the Termination Date.
(b) As consideration for DBCI acting as Administrative Agent with respect to the Bridge Loan Facility, you hereby agree to pay (or cause to be paid) an annual agent’s administration fee of $100,000, which fee shall be payable annually in advance to DBCI (i) on the Initial Funding Date (but only if the Initial Funding Date under the Bridge Loan Facility occurs) in respect of the first year of the Bridge Loan Facility and (ii) on each successive anniversary thereof until the termination of the Bridge Loan Facility and the repayment of all amounts outstanding thereunder.

4. Alternate Transaction Fee.

If the Bridge Loan Facility does not fund and in connection with (x) the consummation of the Transaction or (y) in lieu of the Transaction, any similar transaction that results in the acquisition of all or substantially all of the Target Shares prior to the end of the Certain Funds Period (any such transaction, an “Alternate Transaction”), another financial institution provides, during the 18 month period commencing on the date hereof, either (a) a “bridge” loan or credit financing or (b) debt securities financing to you in lieu of the Bridge Loan Facility, without (i) each Lead Bridge Arranger appointed as joint lead arranger and acting on substantially the same terms and conditions as those proposed for such Alternative Transaction, and (ii) the Lead Bridge Arrangers entitled to receive not less than the aggregate percentage of compensatory economics payable to the Lead Bridge Arrangers and their affiliates hereunder, notwithstanding a willingness on the part of the Lead Bridge Arrangers or their affiliates to provide the Bridge Loan Facility, at the time of the Transaction or the Alternate Transaction then, unless (i) the Commitments of a Lead Bridge Arranger or its affiliate under the Bridge Loan Facility have been terminated by that Lead Bridge Arranger or its affiliate prior to its stated termination date or (ii) a Lead Bridge Arranger or its affiliate declines to provide the Bridge Loan Facility, on the terms and conditions set forth in the Bridge Loan Facility, you agree to pay (or cause to be paid) to such Lead Bridge Arranger or its affiliate, a non-refundable fee in an amount equal to 50% of the Conversion Fee that would have been payable to it on the Bridge Loan Maturity Date if the entire original commitment amount of the Bridge Loan Facility were in fact funded on the Initial Funding Date and such amounts remained outstanding on the Bridge Loan Maturity Date, which fee shall be due and payable to each such Lead Bridge Arranger at the time of consummation of such transaction. It being understood that the payment to the Lead Bridge Arrangers of the full amount owing under this paragraph, if any, shall discharge you from your obligations under Section 3 hereof and such payment shall terminate (to the extent not theretofore terminated) the Bridge Commitments.

5. Syndication and Marketing.

Subject to the requirements of applicable law, the Lead Arrangers intend to commence their syndication efforts with respect to the Facilities promptly upon your execution and delivery to us of this Fee Letter. Subject to the limitations set forth in clause (III) of the following sentence, all aspects of the syndication of the Facilities, including, without limitation, timing, potential syndicate members to be approached, titles, allocations and division of fees, shall be managed by (and coordinated exclusively through) the Lead Arrangers (in each case in consultation with you and, solely with respect to the primary phase of the syndication of the Bridge Loan Facility (as described below), reasonably acceptable to you). Notwithstanding the foregoing, (I) the Lead Arrangers will not syndicate to (i) those banks, financial institutions and other lenders separately identified in writing by you to us prior to the date hereof (unless you and
we otherwise agree in writing), (ii) competitors of the Company and its subsidiaries separately identified in writing by you to us (or, after the date hereof, to the respective Administrative Agents for the Multicurrency Revolving Facility and the Bridge Loan Facility, respectively) from time to time or (iii) affiliates of such persons set forth in preceding clauses (i) and (ii) that are either (x) identified in writing by you to us (or, after the date hereof, to the respective Administrative Agents for the Multicurrency Revolving Facility and the Bridge Loan Facility, respectively) from time to time or (y) clearly identifiable as an affiliate of such persons on the basis of such affiliate’s name (the foregoing, collectively, “Disqualified Lenders”); provided that to the extent persons are identified as Disqualified Lenders in writing by you after the date hereof pursuant to clauses (ii) or (iii)(x), the inclusion of such persons as Disqualified Lenders shall not retroactively apply to prior assignments or participations, (II) the syndication will take place in a primary phase and a retail phase, (III) other than assignments between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, during the primary phase, Bridge Loans and Commitments will only be syndicated to those banks and financial institutions identified by the Company to the Lead Arrangers prior to the date hereof that are Lenders under the Existing Credit Agreement or are otherwise designated by the Company with the consent of the Bridge Loan Facility Administrative Agent (such consent not to be unreasonably withheld or delayed) and meet the requirements for assignees during the Certain Funds Period as set forth in Section 12.8 of the Bridge Loan Facility and (IV) other than assignments between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, (a) no assignment, transfer or novation of the Bridge Loans or Commitments (as defined in the Bridge Loan Facility) pursuant to the retail phase of the syndication shall be effective prior to the expiration of the Certain Funds Period and (b) the initial lenders and those acquiring Bridge Loans or Commitments (as defined in the Bridge Loan Facility) in the primary phase shall retain all rights with respect to consents, modifications and supplements to the Bridge Loan Facility until the expiration of the Certain Funds Period. You agree to actively assist the Lead Arrangers in completing a syndication that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include (i) your using commercially reasonable efforts to ensure that any syndication and marketing efforts benefit from your existing lending and investment banking relationships and, to the extent determined by you to be reasonably practical, permitted and appropriate, your requesting of the Target that such syndication and marketing efforts benefit from the Target’s existing lending and investment banking relationships; (ii) direct contact between your senior management and your advisors, on the one hand, and the proposed lenders and rating agencies identified below, on the other hand, at times and places to be mutually agreed by the Lead Arrangers and you; (iii) assistance by you (and your requesting the assistance by the Target, to the extent reasonably practical, permitted and appropriate as determined by you) in the prompt preparation of a customary confidential information memorandum, or other customary disclosure document (the “Marketing Materials”) for each of the Facilities and other customary marketing materials and information reasonably deemed necessary by the Lead Arrangers to complete a syndication reasonably satisfactory to the Lead Arrangers and you (collectively, the “Information Materials”) for delivery to potential syndicate members, investors and participants, including, without limitation, projections and other forward-looking financial information regarding the future performance of the Company and your Subsidiaries (and your requesting such projections and information from the Target, to the extent reasonably practical, permitted and appropriate as determined by you) (collectively, the “Projections”); (iv) the hosting, with the Lead Arrangers, of one or more meetings or road shows (including attendance by senior management of the Company) with prospective lenders and/or investors (as applicable) at reasonable times and locations to be agreed; (v) your using commercially reasonable efforts to obtain, prior to the
launch of the retail syndication of the Facilities, public ratings for the Facilities (as applicable) from each of Standard & Poor’s Ratings Services (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”) and a public corporate credit rating of the Company from S&P and a public corporate family rating of the Company from Moody’s; (vi) during the 30-day period following delivery of a notice to the Company by the Bridge Lead Arrangers with respect to the commencement of the retail phase of syndication of the Bridge Loan Facility, your ensuring that there will not be any announcement, issuance, offering, placement or arrangement of any securities or commercial bank or other credit facilities (including refinancings and renewals of debt but excluding (a) the Facilities, (b) senior notes and any other debt securities or one or more permanent credit facilities undertaken (v) to finance the Transaction, (w) to refinance all or a portion of the Bridge Loan Facility (if funded) or to replace any undrawn Bridge Commitments thereunder, (x) to refinance all or a portion of the Multicurrency Revolving Facility or to replace any undrawn commitments thereunder, (y) to finance, redeem, replace or refinance any Designated Existing Notes or any Permitted Refinancing Indebtedness in respect thereof and loans under the Multicurrency Revolving Facility the proceeds of which were used to redeem the Designated Existing Notes, and any such issuance, offering, placement or arrangement of securities or commercial bank or other credit facilities accomplishing the foregoing may be for any amount as determined by the Company in its sole discretion, including amounts in excess of the amount necessary to finance, redeem, replace or refinance such Designated Existing Notes, Permitted Refinancing Indebtedness or loans under the Multicurrency Revolving Facility, and (z) to finance, redeem, replace or refinance any Existing Target Notes, Existing Target Subordinated Debt, other Indebtedness of Target that the Company elects, in its sole discretion, or any Permitted Refinancing Indebtedness in respect of any of the foregoing, (c) any debt incurred to finance the purchase of equity interests in or assets of Latapack-Ball Embalagens Ltda by the Company or any of its affiliates, and (d) any debt incurred in the ordinary course of business, including any factoring facilities and other receivables arrangements (whether Receivables Facility Attributable Debt, Permitted Accounts Receivable Securitizations, Receivables Factoring Facilities, or otherwise), in each case to the extent permitted under the Facilities by or on behalf of the Company or any of its Subsidiaries, in each case that could reasonably be expected to materially and adversely affect the syndication of the Facilities without the prior written consent of the Lead Arrangers (not to be unreasonably withheld or delayed); and (vii) your cooperation with the due diligence investigation by the Lead Arrangers of the Company and the Transaction, and, to the extent reasonably practical, permitted and appropriate as determined by you, requesting such cooperation from the Target.

Without limiting your obligations to assist with syndication efforts as set forth above, the parties hereto agree that neither the commencement nor completion of syndication, your agreement to keep “clear markets” or to obtain ratings, the delivery of information and documents referred to in this Section or compliance with any other agreement set forth in Sections 1 and 4 through 8 of this Fee Letter is a condition to funding of either of the Facilities.

You further agree, at the request of the Lead Arrangers and subject to the requirements of applicable law, to assist in the preparation of a version of the Marketing Materials and other marketing materials and presentations to be used in connection with the syndication of the Facilities, consisting exclusively of information and documentation that is either (i) of a type that would be publicly available or (ii) not material with respect to the Company, the Target or their respective subsidiaries (or any holding company thereof) or any of their securities for purposes of foreign, United States federal and state securities laws assuming such laws were applicable to
the Company, the Target and their respective subsidiaries (or any holding company thereof) (all such information and documentation being “Public Investor Information” and with any information and documentation that is not Public Investor Information being referred to herein as “Private Investor Information”). You agree that each document to be disseminated by the Lead Arrangers to any lender in connection with the Facilities will be identified by you as either (A) containing Private Investor Information or (B) containing solely Public Investor Information. You acknowledge that the following documents will contain solely Public Investor Information (unless you notify us promptly that any such document contains Private Investor Information): (x) drafts and final definitive documentation with respect to the Facilities; (y) administrative materials prepared by the Lead Arrangers for prospective lenders (such as a lender meeting invitation, allocation, if any, and funding and closing memoranda); and (z) notification of changes in the terms and conditions of the Facilities.

Before distribution of the Information Materials (i) to prospective lenders that do not wish to receive Private Investor Information (“Public Investors”), you shall provide us with a customary letter authorizing the dissemination of the Information Materials to Public Investors and confirming the absence of Private Investor Information therefrom and (ii) to prospective lenders that are not Public Investors, you shall provide us with a customary letter authorizing the dissemination of such materials. The Information Materials shall exculpate us with respect to any liability related to the use of the contents of such Information Materials or any related offering and marketing materials by the recipients thereof and exculpate you and the Target with respect to any liability related to the misuse of the contents of such Information Materials or any related offering and marketing materials by the recipients thereof. In addition, at the request of any Lead Arranger, you shall identify Public Investor Information by clearly and conspicuously marking the same as “PUBLIC.”

6. Information.

You represent, warrant and covenant (with respect to Information relating to the Target, to the best of your knowledge) that (a) no written information which has been or is hereafter furnished by you or on your behalf in connection with the transactions contemplated hereby (other than the Projections, information of a general economic or general industry nature and other forward looking information) (such information being referred to herein collectively as the “Information”) taken as a whole contained (or, in the case of Information furnished after the date hereof, will contain), as of the time it was (or hereafter is) furnished, any material misstatement of fact or omitted (or will omit) as of such time to state any material fact necessary to make the statements therein taken as a whole not misleading, in light of the circumstances under which they were (or hereafter are) made, and (b) the Projections that have been or will be made available to the Lead Arrangers by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made, it being recognized by the Lead Arrangers that such Projections are not to be viewed as facts and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized. You agree that if at any time prior to completion of syndication of the Facilities any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations and warranties were being made, at such time, then you will promptly advise the Lead Arrangers and supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances. You
understand that, in arranging and syndicating the Facilities, we will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof.

7. Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities.

Each Lead Arranger reserves the right to employ the services of its affiliates (including, in the case of DBSI, Deutsche Bank AG) in providing services contemplated by this Fee Letter and to allocate, in whole or in part, to its affiliates certain fees payable to such Lead Arranger in such manner as such Lead Arranger and its affiliates may agree in their sole discretion. You acknowledge that (i) solely in connection with the Transactions, each Lead Arranger may share with any of its affiliates, and such affiliates may share with such Lead Arranger, any information related to the Transaction, the Company and the Target (and your and their respective subsidiaries and affiliates), or any of the matters contemplated hereby and (ii) each Lead Arranger and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you or the Target may have conflicting interests regarding the transactions described herein or otherwise. We will not, however, furnish confidential information obtained from you by virtue of the transactions contemplated by this Fee Letter or our other relationships with you to other companies (other than your affiliates). You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Fee Letter, or to furnish to you, confidential information obtained by us from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and us is intended to be or has been created in respect of any of the transactions contemplated by this Fee Letter or the Facilities, irrespective of whether we or our affiliates have advised or are advising you on other matters; provided that this clause (a) shall not affect or limit the relationship between you and DBSI (or any of its affiliates) in connection with its separate retention by you as financial advisor in connection with the Acquisition, (b) we, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on our part in respect of the transactions contemplated hereby, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Fee Letter and the Facilities, (d) you have been advised that we and our affiliates are engaged in a broad range of transactions that may involve interests that differ from your interests and that we and our affiliates have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against us or our affiliates for breach of fiduciary duty or alleged breach of fiduciary duty in respect of the transactions contemplated hereby and agree that we and our affiliates shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting such a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors. As you know, DBSI and Goldman, Sachs & Co. have been retained by the Company (or one of its affiliates) as financial advisors (in such capacity, the “Financial Advisors”) in connection with the acquisition of the Target Shares. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from the engagement of the Financial Advisors, on the one hand, and our and our affiliates’ relationships with you as described and referred to herein, on the other. Each of the Lead Arrangers acknowledges (i) the retention of DBSI and Goldman, Sachs & Co. as the
Financial Advisors and (ii) that such relationship does not create any fiduciary duties or fiduciary responsibilities to such Lead Arranger on the part of DBSI, Goldman Sachs or their respective affiliates.

Additionally, you acknowledge and agree that no Lead Arranger nor any affiliate thereof has, except as expressly contemplated in the preceding paragraph, advised or is advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction in connection with this Syndication & Fee Letter. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby, and, except as expressly contemplated in the preceding paragraph, no Lead Arranger nor any affiliate thereof shall have any responsibility or liability to you with respect thereto. Accordingly, it is specifically understood that you will base your decisions regarding whether and how to pursue the transactions contemplated by this Syndication & Fee Letter or any portion thereof based on the advice of your legal, tax and other business advisors and such other factors that you consider appropriate.

MLPFS and/or its affiliates have been retained as the sell-side advisor (in such capacity, the “Sell-Side Advisor”) to the Target in connection with the Transaction. You agree to any such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Sell-Side Advisor or from MLPFS’ and/or its affiliates’ arranging or providing or contemplating arranging or providing financing for a competing bidder and, on the other hand, our relationship with you as described and referred to herein.

In particular, you acknowledge that you have been advised of the role of MLPFS and/or its affiliates as Sell-Side Advisor and that, in such capacity, (i) the Sell-Side Advisor may recommend to the Target that the Target not pursue or accept your offer or proposal for the Acquisition, (ii) the Sell-Side Advisor may advise the Target in other manners adverse to your interests, including, without limitation, by providing advice on pricing, leverage levels, and timing and conditions of closing with respect to your bid, taking other actions with respect to your bid and taking action under any definitive agreement between you and/or the Target, and (iii) the Sell-Side Advisor may possess information about the Target Group, the Acquisition, and other potential purchasers and their respective strategies and proposals, but the Sell-Side Advisor shall have no obligation to disclose to you the substance of such information or the fact that it is in possession thereof. In addition, you acknowledge that MLPFS and its affiliates (collectively the “Merrill Lynch Entities”) may be arranging or providing (or contemplating arranging or providing) a committed form of acquisition financing to other potential purchasers of the Target Group and that, in such capacity, such Merrill Lynch Entities may acquire information about the Target Group, the sale thereof, and such other potential purchasers and their strategies and proposals, but such Merrill Lynch Entities shall have no obligation to disclose to you the substance of such information or the fact that such Merrill Lynch Entities are in possession thereof.

You further acknowledge that each of DBSI, MLPFS, GS, KBCM, RBSS and Rabobank is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, DBSI, MLPFS, GS, KBCM, RBSS, Rabobank or any of their respective affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own
accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Target and your and their respective subsidiaries and other companies with which you, the Target or its or your subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by DBSI, MLPFS, GS, KBCM, RBSS, Rabobank any of their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, each Lead Arranger or its affiliates may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments.

Each Lead Arranger or its affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you, the Target or other companies which may be the subject of the arrangements contemplated by this Fee Letter or engage in commodities trading with any thereof.

8. General.

You agree that (i) once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances (except as expressly provided above), (ii) all fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of each Agents’ reasonable and documented out-of-pocket expenses to the extent reimbursable pursuant to the Bank Engagement Letter, Bond Engagement Letter or the Facilities, (iii) all fees payable hereunder are in addition to any fees payable under the Bank Engagement Letter, Bond Engagement Letter or Facilities, (iv) all fee amounts herein are payable in Dollars and in immediately available funds and are stated net of any taxes applicable thereto (and you shall indemnify the Agents for all such taxes, other than U.S. taxes imposed on net income) and (v) any fee set forth in Section 3(a) hereof expressed as a percentage of Bridge Commitments or Bridge Loans shall be calculated as such percentage of the Dollar Equivalent thereof on the date of determination.

You further agree that (i) except to the extent required by law (and following consultation with us), you will not disclose this Fee Letter or the contents hereof without the prior written consent of each Agent, except (a) to your affiliates and your and their respective officers, directors, employees, attorneys, accountants and advisors who are directly involved in the consideration of this matter and on a confidential and need-to-know basis (provided that you may also disclose this Fee Letter redacted in a manner reasonably satisfactory to the Agents in their sole discretion to the Target and its affiliates, officers, directors, employees, agents, attorneys, accountants and advisors on a confidential and need-to-know basis), (b) you may disclose the aggregate fee amounts contained in this Fee Letter as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transaction to the extent customary or required in offering and marketing materials for the Facilities or in any public filings related to the Facilities and/or the Transaction or (c) pursuant to the order of any court or administrative agency in any pending legal or administrative proceeding, or otherwise as required by applicable law or regulation or as requested by a governmental authority, including to the extent required by, and in accordance with, the City Code and any practice statements issued by the Panel on Takeovers and Mergers in connection...
with the City Code (in which case you agree to inform the Lead Arrangers promptly thereof to the extent lawfully permitted to do so), (ii) to your auditors for customary accounting purposes and (iii) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Fee Letter or the enforcement of your rights hereunder and (ii) your obligations under this Fee Letter shall survive the expiration or termination of the Facilities and any fundings thereunder.

**THIS FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** You hereby irrevocably and unconditionally submit, for yourself and your property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Fee Letter, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Fee Letter shall affect any right that the Agents may otherwise have to bring any action or proceeding relating to this Fee Letter against any other party hereto or their properties in the courts of any jurisdiction.

It is understood that this Fee Letter shall not constitute or give rise to any obligation on the part of the Agents to provide or arrange any financing; such an obligation will arise only under the Facilities. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter. Section headings used herein are for convenience of reference only, are not part of this Fee Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Letter.

[Remainder of this page intentionally left blank]
If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Letter shall become a binding agreement between us.

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By:  
Name: ED ROLAND  
Title: MANAGING DIRECTOR

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH

By:  
Name: ED ROLAND  
Title: MANAGING DIRECTOR

DEUTSCHE BANK SECURITIES INC.

By:  
Name: ED ROLAND  
Title: MANAGING DIRECTOR
BANK OF AMERICA, N.A.

By: ____________________________
Name: David McCauley
Title: Senior Vice President

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: ____________________________
Name: ____________________________
Title: ____________________________
BANK OF AMERICA, N.A.

By: 
   Name: 
   Title: 

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: 
   Name: Mark Halmrast 
   Title: Managing Director
GOLDMAN SACHS BANK USA

By: [Signature]

Name: Charles D. Johnston
Title: Authorized Signatory

Signature page to Project Bridge Syndication & Fee Letter
KEYBANK NATIONAL ASSOCIATION

By: [Signature]
Name: Marcel Fournier
Title: Vice President

KEYBANC CAPITAL MARKETS INC.

By: [Signature]
Name: Stacy Moritz
Title: Managing Director
THE ROYAL BANK OF SCOTLAND PLC

By: L. Peter Yetman
Name: L. Peter Yetman
Title: Director

RBS SECURITIES INC.

By: [Signature]
Name: Michael Newcomb
Title: Managing Director
COÖPERATIEVE CENTRALE RAFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH

By: Nader Pash
Name: Nader Pash
Title: Managing Director

By: Eric Rogowski
Name: Eric Rogowski
Title: Vice President

Signature page to Project Bridge Syndication & Fee Letter
Accepted and agreed to as of the date first above written:

BALL CORPORATION,
an Indiana corporation

By: [Signature]
Name: Jeff A. Krobel
Title: Vice President and Treasurer