

HILLARY E. CINOCCA
Senior Attorney
The Williams Companies, Inc.
One Williams Center, Suite 4700
Tulsa, OK 74172
918/573-5609
918/573-6928 fax



December 1, 2008

SENT VIA FEDEX OVERNIGHT DELIVERY

Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

RE: Top Hat Plan Statement under Department of Labor Regulation Section 2520.104-23 for The Williams Companies, Inc. Change in Control Severance Agreements (Tier 1) and The Williams Companies, Inc. Change in Control Severance Agreements (Tier 2)

Dear Sir or Madam:

The Williams Companies, Inc. has established Change in Control Severance Agreements for the benefit of certain executives of The Williams Companies, Inc. We are hereby submitting this letter as a statement described in Department of Labor regulation Section 2520.104-23.


- 1) Employer: The Williams Companies, Inc.
One Williams Center
Tulsa, OK 74172
- 2) Name of Plans: The Williams Companies, Inc. Change in Control Severance Agreements (Tier 1) and The Williams Companies, Inc. Change in Control Severance Agreements (Tier 2)
- 3) Employer Identification Number: 73-0569878
- 4) Declaration: The Employer maintains the plans primarily for the purpose of providing financial assistance through severance and other benefits to certain management or highly compensated employees in the event of involuntary or constructive termination of employment upon or within a certain period after a Change in Control, as such is defined in The Williams

December 1, 2008

Companies, Inc. Change in Control Severance Agreements (Tier 1) and (Tier 2). Benefits under the plan will be payable either from the general assets of The Williams Companies, Inc. and/or its subsidiaries, or through insurance contracts or policies or both, as provided in regulations Section 2520.104-23(d)(2).

5) Number of Employees: The number of participants in the plans as of November 2008 is as follows: approximately 50 Participants.

Sincerely,


Hillary E. Cinocca

From: Origin ID: TULA (918) 573-2005
 Carol Bryan
 THE WILLIAMS COMPANIES INC
 ONE WILLIAMS CENTER
 47th Floor
 TULSA, OK 74172



JCLS111288/28/23

Ship Date: 01DEC08
 ActWgt: 1.0 LB
 CAD: 2954921/NET8091
 Account#: S *****

Delivery Address Bar Code



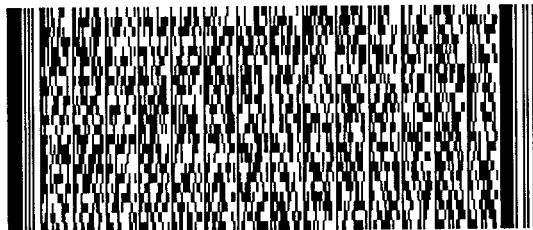
Ref # 113338
 Invoice #
 PO #
 Dept #

SHIP TO: (202) 693-6000 BILL SENDER
**Top Hat Plan Exemption Secretary of
 U.S. Dept of LaborP & W Bene. Admi
 200 CONSTITUTION AVE NW RM N-1513**

WASHINGTON, DC 20210

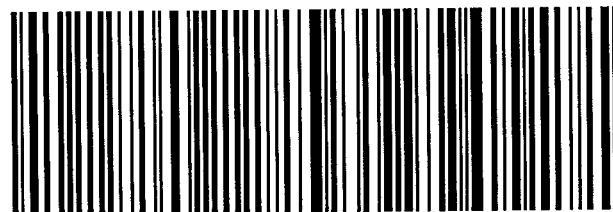
**TUE - 02DEC A2
 STANDARD OVERNIGHT**

TRK# 7961 5051 4492
 0201



XC TSGA

**20210
 DC-US
 DCA**



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.