

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2006

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-4174

The Williams Companies, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

73-0569878
(IRS Employer
Identification No.)

One Williams Center, Tulsa, Oklahoma
(Address of Principal Executive Offices)

74172
(Zip Code)

918-573-2000

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Common Stock, \$1.00 par value

Name of Each Exchange
on Which Registered
New York Stock Exchange and
NYSE Arca Equities Exchange

Preferred Stock Purchase Rights

New York Stock Exchange and
NYSE Arca Equities Exchange

Securities registered pursuant to Section 12(g) of the Act:
5.50% Junior Subordinated Convertible Debentures due 2033

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, as of the last business day of the registrant's most recently completed second quarter was approximately \$13,912,313,182.

The number of shares outstanding of the registrant's common stock outstanding at February 22, 2007 was 597,861,925.

DOCUMENTS INCORPORATED BY REFERENCE

Document
Proxy Statement for the Annual Meeting of Stockholders to be held May 17, 2007 (Proxy Statement)

Parts Into Which Incorporated
Part III

THE WILLIAMS COMPANIES, INC.
FORM 10-K

TABLE OF CONTENTS

		<u>Page</u>
	<u>PART I</u>	
<u>Item 1.</u>	<u>Business</u>	1
	<u>Website Access to Reports and Other Information</u>	1
	<u>General</u>	1
	<u>2006 Highlights</u>	2
	<u>Financial Information About Segments</u>	3
	<u>Business Segments</u>	3
	<u>Exploration & Production</u>	4
	<u>Gas Pipeline</u>	7
	<u>Midstream Gas & Liquids</u>	11
	<u>Power</u>	15
	<u>Other</u>	16
	<u>Additional Business Segment Information</u>	17
	<u>Regulatory Matters</u>	17
	<u>Environmental Matters</u>	18
	<u>Competition</u>	19
	<u>Employees</u>	20
	<u>Financial Information about Geographic Areas</u>	20
<u>Item 1A.</u>	<u>Forward Looking Statements/Risk Factors and Cautionary Statement for Purposes of the "Safe Harbor" Provisions of the Private Securities Litigation Reform Act of 1995</u>	20
	<u>Risk Factors</u>	21
<u>Item 1B.</u>	<u>Unresolved Staff Comments</u>	31
<u>Item 2.</u>	<u>Properties</u>	31
<u>Item 3.</u>	<u>Legal Proceedings</u>	32
<u>Item 4.</u>	<u>Submission of Matters to a Vote of Security Holders</u>	32
	<u>Executive Officers of the Registrant</u>	32
	<u>PART II</u>	
<u>Item 5.</u>	<u>Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	34
<u>Item 6.</u>	<u>Selected Financial Data</u>	36
<u>Item 7.</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	37
<u>Item 7A.</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	76
<u>Item 8.</u>	<u>Financial Statements and Supplementary Data</u>	78
<u>Item 9.</u>	<u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	149
<u>Item 9A.</u>	<u>Controls and Procedures</u>	149
<u>Item 9B.</u>	<u>Other Information</u>	149
	<u>PART III</u>	
<u>Item 10.</u>	<u>Directors, Executive Officers and Corporate Governance</u>	149
<u>Item 11.</u>	<u>Executive Compensation</u>	150
<u>Item 12.</u>	<u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	150
<u>Item 13.</u>	<u>Certain Relationships and Related Transactions, and Director Independence</u>	150
<u>Item 14.</u>	<u>Principal Accounting Fees and Services</u>	150
	<u>PART IV</u>	
<u>Item 15.</u>	<u>Exhibits, Financial Statement Schedules</u>	151
	<u>2001 Stock Plan</u>	
	<u>2002 Incentive Plan for Non-Employee Director Stock Option Agreement</u>	
	<u>Credit Agreement</u>	
	<u>Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividend Requirements</u>	
	<u>Subsidiaries</u>	
	<u>Consent of Independent Registered Public Accounting Firm</u>	
	<u>Consent of Independent Petroleum Engineers and Geologists</u>	
	<u>Consent of Independent Petroleum Engineers and Geologists</u>	
	<u>Power of Attorney</u>	
	<u>Certification of CEO Pursuant to Section 302</u>	
	<u>Certification of CFO Pursuant to Section 302</u>	
	<u>Certification of CEO and CFO Pursuant to Section 906</u>	

DEFINITIONS

We use the following oil and gas measurements in this report:

Bcfe — means one billion cubic feet of gas equivalent determined using the ratio of one barrel of oil or condensate to six thousand cubic feet of natural gas.

British Thermal Unit or BTU — means a unit of energy needed to raise the temperature of one pound of water by one degree Fahrenheit.

BBtud — means one billion BTUs per day.

Dekatherms or Dth or Dt — means a unit of energy equal to one million BTUs.

Mbbls/d — means one thousand barrels per day.

Mcfe — means one thousand cubic feet of gas equivalent using the ratio of one barrel of oil or condensate to six thousand cubic feet of natural gas.

Mdt/d — means one thousand dekatherms per day.

MMcf — means one million cubic feet.

MMcf/d — means one million cubic feet per day.

MMcfe — means one million cubic feet of gas equivalent using the ratio of one barrel of oil or condensate to six thousand cubic feet of natural gas.

MMdt — means one million dekatherms or approximately one trillion BTUs.

MMdt/d — means one million dekatherms per day.

PART I

Item 1. Business

In this report, Williams (which includes The Williams Companies, Inc. and, unless the context otherwise requires, all of our subsidiaries) is at times referred to in the first person as “we,” “us” or “our.” We also sometimes refer to Williams as the “Company.”

WEBSITE ACCESS TO REPORTS AND OTHER INFORMATION

We file our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other documents electronically with the Securities and Exchange Commission (SEC) under the Securities Exchange Act of 1934, as amended (Exchange Act). You may read and copy any materials that we file with the SEC at the SEC’s Public Reference Room at 450 Fifth Street, N.W., Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. You may also obtain such reports from the SEC’s Internet website at <http://www.sec.gov>.

Our Internet website is <http://www.williams.com>. We make available free of charge on or through our Internet website our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Our Corporate Governance Guidelines, Code of Ethics, Board committee charters and Code of Business Conduct are also available on our Internet website. We will also provide, free of charge, a copy of any of our corporate documents listed above upon written request to our Secretary at Williams, One Williams Center, Suite 4700, Tulsa, Oklahoma 74172.

GENERAL

We are a natural gas company originally incorporated under the laws of the state of Nevada in 1949 and reincorporated under the laws of the state of Delaware in 1987. We were founded in 1908 when two Williams brothers began a construction company in Fort Smith, Arkansas.

We continue to use Economic Value Added® (EVA®)¹ as the basis for disciplined decision making around the use of capital. EVA® is a tool that considers both financial earnings and a cost of capital in measuring performance. It is based on the idea that earning profits from an economic perspective requires that a company cover not only all of its operating expenses but also all of its capital costs. The two main components of EVA® are net operating profit after taxes and a charge for the opportunity cost of capital. We derive these amounts by making various adjustments to our reported results and financial position, and by applying a cost of capital. We look for opportunities to improve EVA® because we believe there is a strong correlation between EVA® improvement and creation of shareholder value.

Today, we primarily find, produce, gather, process and transport natural gas. We also manage a wholesale power business. Our operations are concentrated in the Pacific Northwest, Rocky Mountains, Gulf Coast, Southern California and Eastern Seaboard.

In 2006 we focused on continued disciplined growth. During 2006 we:

- Continued to improve both EVA® and segment profit;
- Invested in our natural gas businesses in a way that improves EVA®, meets customer needs, and enhances our competitive position;
- Continued to increase natural gas production in a responsible manner;
- Accelerated additional asset transactions between us and Williams Partners L.P., our master limited partnership;

¹ Economic Value Added® (EVA®) is a registered trademark of Stern, Stewart & Co.

- Increased the scale of our gathering and processing business in key growth basins;
- Filed new rates to enable our Gas Pipeline segment to remain competitive and value-creating, and completed a capacity replacement project;
- Executed power contracts that reduce risk while adding new business and strengthening future cash flow potential.

Our principal executive offices are located at One Williams Center, Tulsa, Oklahoma 74172. Our telephone number is 918-573-2000.

2006 HIGHLIGHTS

In November 2005, we initiated an offer to convert our 5.5 percent junior subordinated convertible debentures into our common stock. In January 2006, we converted approximately \$220.2 million of the debentures in exchange for 20.2 million shares of common stock, a \$25.8 million cash premium, and \$1.5 million of accrued interest.

In April 2006, Transcontinental Gas Pipe Line Corporation (Transco) issued \$200 million aggregate principal amount of 6.4 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Transco completed an offer to exchange all of these notes for substantially identical notes registered under the Securities Act of 1933, as amended.

In April 2006, we retired a secured floating-rate term loan for \$488.9 million, including outstanding principal and accrued interest. The loan was due in 2008 and secured by substantially all of the assets of Williams Production RMT Company. The loan was retired using a combination of cash and revolving credit borrowings.

In May 2006, we replaced our \$1.275 billion secured revolving credit facility with a \$1.5 billion unsecured revolving credit facility. The new facility contains similar terms and financial covenants as the secured facility, but contains certain additional restrictions. (See Note 11 of Notes to Consolidated Financial Statements.)

In May 2006, our Board of Directors approved a regular quarterly dividend of 9 cents per share of common stock, which reflects an increase of 20 percent compared with the 7.5 cents per share paid in each of the three prior quarters.

In June 2006, Northwest Pipeline Corporation (Northwest Pipeline) issued \$175 million aggregate principal amount of 7 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Northwest Pipeline Corporation completed an offer to exchange all of these notes for substantially identical notes registered under the Securities Act of 1933, as amended.

In June 2006, we reached an agreement-in-principle to settle class-action securities litigation filed on behalf of purchasers of our securities between July 24, 2000, and July 22, 2002, for a total payment of \$290 million to plaintiffs. We funded our \$145 million portion of the settlement with cash-on-hand in November 2006, with the balance funded through insurance proceeds. We recorded a pre-tax charge for approximately \$161 million in second-quarter 2006. This settlement did not have a material effect on our liquidity position. (See Note 15 of Notes to Consolidated Financial Statements.)

In June 2006, Williams Partners L.P. acquired 25.1 percent of our interest in Williams Four Corners LLC for \$360 million. The acquisition was completed after Williams Partners L.P. successfully closed a \$150 million private debt offering of senior unsecured notes due 2011 and an equity offering of approximately \$225 million in net proceeds. In December 2006, Williams Partners L.P. acquired the remaining 74.9 percent interest in Williams Four Corners LLC for \$1.223 billion. The acquisition was completed after Williams Partners L.P. successfully closed a \$600 million private debt offering of senior unsecured notes due 2017, a private equity offering of approximately \$350 million of common and Class B units, and a public equity offering of approximately \$294 million in net proceeds. The debt and equity issued by Williams Partners L.P. is reported as a component of our consolidated debt balance and minority interest balance, respectively. Williams Four Corners LLC owns certain gathering, processing and treating assets in the San Juan Basin in Colorado and New Mexico.

On July 31, 2006, and August 1, 2006, we received a verdict in civil litigation related to a contractual dispute surrounding certain natural gas processing facilities known as Gulf Liquids. We recorded a pre-tax charge for approximately \$88 million in second quarter 2006 related to this loss contingency. (See Note 15 of Notes to Consolidated Financial Statements.)

Northwest Pipeline and Transco have each filed a general rate case with the Federal Energy Regulatory Commission (FERC). Northwest Pipeline reached a settlement in its pending rate case. The settlement is subject to FERC approval, which is expected by mid-2007. The new transportation and storage rates for both pipelines will be effective, subject to refund, in the first quarter of 2007.

In December 2006, Northwest Pipeline completed and placed into service its capacity replacement project in the state of Washington. The project involved abandoning 268 miles of 26-inch pipeline and replacing it with approximately 80 miles of 36-inch pipeline constructed in four sections along the same pipeline corridor. Additionally, Northwest Pipeline modified five existing compressor stations which created additional net horsepower.

Our property insurance coverage levels and premiums were revised during the second quarter of 2006. In general, our coverage levels have decreased while our premiums have increased. These changes reflect general trends in our industry due to hurricane-related damages in recent years.

FINANCIAL INFORMATION ABOUT SEGMENTS

See Note 17 of our Notes to Consolidated Financial Statements for information with respect to each segment's revenues, profits or losses and total assets. See Note 9 for information with respect to property, plant and equipment for each segment.

BUSINESS SEGMENTS

Substantially all our operations are conducted through our subsidiaries. To achieve organizational and operating efficiencies, our activities are primarily operated through the following business segments:

- *Exploration & Production* — produces, develops and manages natural gas reserves primarily located in the Rocky Mountain and Mid-Continent regions of the United States and is comprised of several wholly owned and partially owned subsidiaries including Williams Production Company LLC and Williams Production RMT Company.
- *Gas Pipeline* — includes our interstate natural gas pipelines and pipeline joint venture investments organized under our wholly owned subsidiary, Williams Gas Pipeline Company, LLC.
- *Midstream Gas & Liquids* — includes our natural gas gathering, treating and processing business and is comprised of several wholly owned and partially owned subsidiaries including Williams Field Services Group LLC and Williams Natural Gas Liquids, Inc. Midstream also includes Williams Partners L.P., our master limited partnership formed in 2005.
- *Power* — manages our wholesale power and natural gas commodity businesses through purchases, sales and other related transactions, under our wholly owned subsidiary Williams Power Company, Inc. and its subsidiaries.
- *Other* — primarily consists of corporate operations. Other also includes our interest in Longhorn Partners Pipeline, L.P. (Longhorn).

This report is organized to reflect this structure.

Detailed discussion of each of our business segments follows.

Exploration & Production

Our Exploration & Production segment, which is comprised of several wholly owned and partially owned subsidiaries, including Williams Production Company LLC and Williams Production RMT Company (RMT), produces, develops, and manages natural gas reserves primarily located in the Rocky Mountain (primarily New Mexico, Wyoming and Colorado) and Mid-Continent (Oklahoma and Texas) regions of the United States. We specialize in natural gas production from tight-sands formations and coal bed methane reserves in the Piceance, San Juan, Powder River, Arkoma, Green River and Fort Worth basins. Over 99 percent of Exploration & Production's domestic reserves are natural gas. Our Exploration & Production segment also has international oil and gas interests, which include a 69 percent equity interest in Apco Argentina, Inc. (Apco Argentina), an oil and gas exploration and production company with operations in Argentina, and a four percent interest in Petrowayu S.A., a Venezuelan corporation that is the operator of a 100 percent interest in the La Concepcion block located in Western Venezuela.

Exploration & Production's primary strategy is to utilize its expertise in the development of tight-sands, shale, and coal bed methane reserves. Exploration & Production's current proved undeveloped and probable reserves provide us with strong capital investment opportunities for several years into the future. Exploration & Production's goal is to drill its existing proved undeveloped reserves, which comprise over 47 percent of proved reserves and to drill in areas of probable reserves. In addition, Exploration & Production provides a significant amount of equity production that is gathered and/or processed by our Midstream facilities in the San Juan basin.

Information for our Exploration & Production segment relates only to domestic activity unless otherwise noted. We use the terms "gross" to refer to all wells or acreage in which we have at least a partial working interest and "net" to refer to our ownership represented by that working interest.

Gas reserves and wells

The following table summarizes our U.S. natural gas reserves as of December 31 (using prices at December 31 held constant) for the year indicated:

	<u>2006</u>	<u>2005</u> (Bcfe)	<u>2004</u>
Proved developed natural gas reserves	1,945	1,643	1,348
Proved undeveloped natural gas reserves	1,756	1,739	1,638
Total proved natural gas reserves	<u>3,701</u>	<u>3,382</u>	<u>2,986</u>

The following table summarizes our proved natural gas reserves by basin as of December 31, 2006:

<u>Basin</u>	<u>Percentage of</u> <u>Proved Reserves</u>
Piceance	67%
San Juan	17%
Powder River	10%
Other	6%
	<u>100%</u>

No major discovery or other favorable or adverse event has caused a significant change in estimated gas reserves since year-end 2006. We have not filed on a recurring basis estimates of our total proved net oil and gas reserves with any U.S. regulatory authority or agency other than the Department of Energy (DOE) and the SEC. The estimates furnished to the DOE have been consistent with those furnished to the SEC, although Exploration & Production has not yet filed any information with respect to its estimated total reserves at December 31, 2006, with the DOE. Certain estimates filed with the DOE may not necessarily be directly comparable due to special DOE reporting requirements, such as the requirement to report gross operated reserves only. The underlying estimated reserves for the DOE did not differ by more than five percent from the underlying estimated reserves utilized in preparing the estimated reserves reported to the SEC.

Approximately 98 percent of our year-end 2006 United States proved reserves estimates were audited in each separate basin by Netherland, Sewell & Associates, Inc. (NSAI). When compared on a well-by-well basis, some of our estimates are greater and some are less than the estimates of NSAI. However, in the opinion of NSAI, the estimates of our proved reserves are in the aggregate reasonable by basin and have been prepared in accordance with generally accepted petroleum engineering and evaluation principles. These principles are set forth in the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserve Information promulgated by the Society of Petroleum Engineers. NSAI is satisfied with our methods and procedures in preparing the December 31, 2006 reserve estimates and saw nothing of an unusual nature that would cause NSAI to take exception with the estimates, in the aggregate, as prepared by us. Reserves estimates related to properties underlying the Williams Coal Seam Gas Royalty Trust which comprise another approximately two percent of our total U.S. proved reserves were prepared by Miller and Lents, LTD.

Oil and gas properties

Following is a discussion of our oil and gas properties for our significant areas.

Piceance basin

The Piceance basin is located in northwestern Colorado. In 2006, we drilled 494 gross wells of which we operate 477, and owned working interests in a total of 1,889 gross producing wells at year-end. We produced a net of approximately 152 Bcfe of natural gas from the Piceance basin during 2006. Our estimated proved reserves in this basin at year-end 2006 were 2,469 Bcfe. The Piceance basin is our largest area of concentrated development comprising approximately 67 percent of our proved reserves at December 31, 2006. This area has approximately 1,500 undrilled proved locations in inventory. Within this basin, we are also the owner and operator of a natural gas gathering and processing system. In March 2005 we entered into a contract with Helmerich & Payne for the operation of 10 new FlexRig® drilling rigs, each for a term of three years. By December 2006, all 10 of these rigs were operating in the Piceance basin. We also have 15 rigs operating in the Piceance basin under contract with other vendors, for a total of 25 rigs operating in the Piceance basin by December 2006.

San Juan basin

The San Juan basin is located in northwest New Mexico and southwest Colorado. In 2006, we participated in the drilling of 214 gross wells, of which we operate 56 and owned working interests in a total of 2,864 gross producing wells at year-end. We produced a net of approximately 56 Bcfe of natural gas from the San Juan basin during 2006. Our estimated proved reserves in the San Juan basin at year-end 2006 were 614 Bcfe.

Powder River basin

The Powder River basin is located in northeast Wyoming. In 2006, we drilled 858 gross wells of which we operate 449, and owned working interests in a total of 4,454 gross producing wells at year-end. We produced a net of approximately 52 Bcfe of natural gas from the Powder River basin during 2006. Our estimated proved reserves in this basin at year-end 2006 were 372 Bcfe. The Powder River basin comprises approximately 10 percent of our proved reserves at December 31, 2006. The Powder River basin includes large areas with multiple coal seam potential, targeting thick coal bed methane formations at shallow depths. We have a significant inventory of undrilled locations, providing long-term drilling opportunities.

Mid-Continent properties

The Mid-Continent properties are located in the southeastern Oklahoma portion of the Arkoma basin and the Barnett Shale in the Fort Worth basin of Texas. In 2006, we drilled 112 gross wells, of which we operate 61 and owned working interests in a total of 475 gross producing wells at year-end. We produced a net of approximately 11 Bcfe of natural gas from the Mid-Continent in 2006. Our estimated proved reserves in the Arkoma and Fort Worth basins at year-end 2006 were 167 Bcfe.

The following table summarizes our leased acreage as of December 31, 2006:

	<u>Gross Acres</u>	<u>Net Acres</u>
Developed	803,772	423,025
Undeveloped	1,220,422	623,538

At December 31, 2006, we owned working interests in 9,965 gross wells producing hydrocarbons (4,890 net).

Operating statistics

We focus on lower-risk development drilling. Our drilling success rate was 99 percent in 2006, 2005 and 2004. The following tables summarize domestic drilling activity by number and type of well for the periods indicated:

<u>Number of Wells</u>	<u>Gross Wells</u>	<u>Net Wells</u>
Development:		
Drilled		
2006	1,783	954
2005	1,627	867
2004	1,395	710
Successful		
2006	1,770	948
2005	1,615	859
2004	1,384	706

Substantially all our natural gas production is currently being sold to Power at prevailing market prices. Power then resells the majority of our production to unrelated third parties. Because we currently have a low-risk drilling program in proven basins, the main component of risk that we manage is price risk. We have recently entered into a five-year unsecured credit agreement with certain banks in order to reduce margin requirements related to our hedging activities as well as lower transaction fees. Margin requirements, if any, under this new facility are dependent on the level of hedging with the banks and on natural gas reserves value. Exploration & Production natural gas hedges for 2007 consist of derivative contracts with Power that hedge 172 BBtud in fixed price hedges (whole year) and approximately 270 BBtud in NYMEX and regional collars (whole year) for projected 2007 domestic natural gas production. Power then enters into offsetting derivative contracts with unrelated third parties. Our natural gas production hedges in 2006 consisted of 299 BBtud in fixed price hedges and 64 BBtud in NYMEX collars and an additional 50 BBtud in regional collars. A collar is a financial instrument that sets a gas price floor and ceiling for a certain volume of natural gas. Hedging decisions are made considering the overall Williams commodity risk exposure and are not executed independently by Exploration & Production; there are gas purchase hedging contracts executed on behalf of other Williams entities which taken as a net position may counteract Exploration & Production gas sales hedging derivatives.

The following table summarizes our domestic sales and cost information for the years indicated:

	<u>2006</u>	<u>2005</u>	<u>2004</u>
Total net production sold (in Bcfe)	274.4	223.5	189.4
Average production costs including production taxes per thousand cubic feet of gas equivalent (Mcf) produced	\$ 1.02	\$.92	\$.88
Average sales price per Mcfe	\$ 5.24	\$ 6.41	\$ 4.48
Realized impact of hedging contracts (Loss)	\$ (0.73)	\$ (1.61)	\$ (1.32)

Acquisitions & divestitures

Exploration & Production expanded its acreage position and purchased producing properties in the Fort Worth basin in north-central Texas through transactions totaling approximately \$64 million.

Other information

In 1993, Exploration & Production conveyed a net profits interest in certain of its properties to the Williams Coal Seam Gas Royalty Trust. Substantially all of the production attributable to the properties conveyed to the trust was from the Fruitland coal formation and constituted coal seam gas. We subsequently sold trust units to the public in an underwritten public offering and retained 3,568,791 trust units then representing 36.8 percent of outstanding trust units. We have previously sold trust units on the open market, with our last sales in June 2005. As of February 1, 2007, we own 789,291 trust units. We sold no additional trust units during 2006.

International exploration and production interests

We also have investments in international oil and gas interests. If combined with our domestic proved reserves, our international interests would make up 4.2 percent of our total proved reserves.

Gas Pipeline

We own and operate, through Williams Gas Pipeline Company, LLC and its subsidiaries, a combined total of approximately 14,400 miles of pipelines with a total annual throughput of approximately 2,500 trillion British Thermal Units of natural gas and peak-day delivery capacity of approximately 12 MMdt of gas. Gas Pipeline consists of Transcontinental Gas Pipe Line Corporation and Northwest Pipeline Corporation. Gas Pipeline also holds interests in joint venture interstate and intrastate natural gas pipeline systems including a 50 percent interest in Gulfstream Natural Gas System, L.L.C.

Transcontinental Gas Pipe Line Corporation (Transco)

Transco is an interstate natural gas transportation company that owns and operates a 10,500-mile natural gas pipeline system extending from Texas, Louisiana, Mississippi and the offshore Gulf of Mexico through Alabama, Georgia, South Carolina, North Carolina, Virginia, Maryland, Pennsylvania, and New Jersey to the New York City metropolitan area. The system serves customers in Texas and 11 southeast and Atlantic seaboard states, including major metropolitan areas in Georgia, North Carolina, New York, New Jersey, and Pennsylvania.

Pipeline system and customers

At December 31, 2006, Transco's system had a mainline delivery capacity of approximately 4.7 MMdt of natural gas per day from its production areas to its primary markets. Using its Leidy Line along with market-area storage and transportation capacity, Transco can deliver an additional 3.5 MMdt of natural gas per day for a system-wide delivery capacity total of approximately 8.2 MMdt of natural gas per day. Transco's system includes 44 compressor stations, five underground storage fields, two liquefied natural gas (LNG) storage facilities. Compression facilities at a sea level-rated capacity total approximately 1.5 million horsepower.

Transco's major natural gas transportation customers are public utilities and municipalities that provide service to residential, commercial, industrial and electric generation end users. Shippers on Transco's system include public utilities, municipalities, intrastate pipelines, direct industrial users, electrical generators, gas marketers and producers. One customer accounted for approximately 10 percent of Transco's total revenues in 2006. Transco's firm transportation agreements are generally long-term agreements with various expiration dates and account for the major portion of Transco's business. Additionally, Transco offers storage services and interruptible transportation services under short-term agreements.

Transco has natural gas storage capacity in five underground storage fields located on or near its pipeline system or market areas and operates three of these storage fields. Transco also has storage capacity in an LNG storage facility and operates the facility. The total usable gas storage capacity available to Transco and its customers in such underground storage fields and LNG storage facility and through storage service contracts is approximately 216 billion cubic feet of gas. In addition, wholly owned subsidiaries of Transco operate and hold a 35 percent ownership interest in Pine Needle LNG Company, LLC, an LNG storage facility with 4 billion cubic feet of storage capacity. Storage capacity permits Transco's customers to inject gas into storage during the summer and off-peak periods for delivery during peak winter demand periods.

Transco expansion projects

Leidy to Long Island Expansion Project

The Leidy to Long Island Expansion Project will involve an expansion of Transco's existing natural gas transmission system in Zone 6 from the Leidy Hub in Pennsylvania to Long Island, New York. The project will provide 100 Mdt/d of incremental firm transportation capacity, which has been fully subscribed by one shipper for a 20-year primary term. The project facilities will include pipeline looping in Pennsylvania, pipeline looping, replacement and a natural gas compressor facility in New Jersey and appurtenant facilities in New York. Transco expects that over three-quarters of the project expenditures will occur in 2007. Transco filed an application for FERC authorization of the project in December 2005, which the FERC approved by order issued on May 18, 2006. On October 20, 2006, Transco filed an application to amend the FERC authorizations to reflect Transco's ownership of certain appurtenant facilities as part of the project and to adjust the cost of facilities and rates, which the FERC approved on January 11, 2007. The estimated capital cost of the project is approximately \$141 million. The target in-service date for the project is November 1, 2007.

Potomac Expansion Project

The Potomac Expansion Project will involve an expansion of Transco's existing natural gas transmission system from receipt points in North Carolina to delivery points in the greater Baltimore and Washington, D.C. metropolitan areas. The project will provide 165 Mdt/d of incremental firm transportation capacity, which has been fully subscribed by shippers under long-term firm arrangements. The estimated capital cost of the project is approximately \$74 million. On July 17, 2006, Transco filed an application for FERC approval of the project. The target in-service date for the project is November 1, 2007.

Sentinel Expansion Project

The Sentinel Expansion Project will involve an expansion of Transco's existing natural gas transmission system from the Leidy Hub in Clinton County, Pennsylvania and from the Pleasant Valley Interconnection with Cove Point LNG in Fairfax County, Virginia to various delivery points requested by the shippers under the project. The project will provide 142 Mdt/d of incremental firm transportation capacity, which has been fully subscribed by the shippers under long-term firm arrangements. The project facilities will include pipeline looping in Pennsylvania and New Jersey and minor compressor station modifications. The estimated capital cost of the project excluding any customer meter station upgrades is approximately \$140 million. In order to accommodate certain shippers, Transco is planning to place the incremental firm transportation capacity into service in two phases, the first phase commencing on November 1, 2008 for 67 Mdt/d of service and the second phase commencing on November 1, 2009 for an additional 75 Mdt/d of service. The FERC has granted our request for a pre-application environmental review of the project, soliciting early input from citizens, governmental entities and other interested parties. Transco expects to file a formal application with the FERC in the second quarter of 2007.

Operating statistics

The following table summarizes transportation data for the Transco system for the periods indicated:

	2006	2005 (In trillion British Thermal Units)	2004
Market-area deliveries:			
Long-haul transportation	795	755	782
Market-area transportation	817	853	817
Total market-area deliveries	1,612	1,608	1,599
Production-area transportation	247	278	317
Total system deliveries	1,859	1,886	1,916
Average Daily Transportation Volumes	5.1	5.2	5.2
Average Daily Firm Reserved Capacity	6.6	6.6	6.6

Transco's facilities are divided into eight rate zones. Five are located in the production area, and three are located in the market area. Long-haul transportation involves gas that Transco receives in one of the production-area zones and delivers to a market-area zone. Market-area transportation involves gas that Transco both receives and delivers within the market-area zones. Production-area transportation involves gas that Transco both receives and delivers within the production-area zones.

Northwest Pipeline Corporation (Northwest Pipeline)

Northwest Pipeline is an interstate natural gas transportation company that owns and operates a natural gas pipeline system extending from the San Juan basin in northwestern New Mexico and southwestern Colorado through Colorado, Utah, Wyoming, Idaho, Oregon and Washington to a point on the Canadian border near Sumas, Washington. Northwest Pipeline provides services for markets in California, New Mexico, Colorado, Utah, Nevada, Wyoming, Idaho, Oregon and Washington directly or indirectly through interconnections with other pipelines.

Pipeline system and customers

At December 31, 2006, Northwest Pipeline's system, having long-term firm transportation agreements with peaking capacity of approximately 3.4 MMdt of natural gas per day, was composed of approximately 3,900 miles of mainline and lateral transmission pipelines and 41 transmission compressor stations having a combined sea level-rated capacity of approximately 473,000 horsepower.

In 2003, we experienced two breaks in a segment of one of our natural gas pipelines in western Washington. In response to these breaks, we received Corrective Action Orders from the Office of Pipeline Safety, elected to idle the pipeline segment until its integrity could be assured, and began the process of replacing the capacity served by the pipeline segment.

In September 2005 we received a FERC certificate authorizing us to construct and operate the "Capacity Replacement Project." This project entailed the abandonment of approximately 268 miles of the existing 26-inch pipeline, and the construction of approximately 80 miles of new 36-inch pipeline and an additional 10,760 net horsepower of compression at two existing compressor stations. As of December 2006, all of the facilities were placed in service, and abandonment of the 26-inch pipeline was completed.

The rate case we filed on June 30, 2006 seeks to recover, among other things, the capitalized costs relating to the Capacity Replacement Project.

In 2006, Northwest Pipeline served a total of 141 transportation and storage customers. Transportation customers include distribution companies, municipalities, interstate and intrastate pipelines, gas marketers and direct industrial users. The two largest customers of Northwest Pipeline in 2006 accounted for approximately 19.9 percent and 10.9 percent, of its total operating revenues. No other customer accounted for more than 10 percent of Northwest Pipeline's total operating revenues in 2006. Northwest Pipeline's firm transportation agreements are

generally long-term agreements with various expiration dates and account for the major portion of Northwest Pipeline's business. Additionally, Northwest Pipeline offers interruptible and short-term firm transportation service.

As a part of its transportation services, Northwest Pipeline utilizes underground storage facilities in Utah and Washington enabling it to balance daily receipts and deliveries. Northwest Pipeline also owns and operates an LNG storage facility in Washington that provides service for customers during a few days of extreme demands. These storage facilities have an aggregate firm delivery capacity of approximately 600 million cubic feet of gas per day.

Northwest Pipeline expansion projects

Parachute Lateral Project

In January 2006, we filed an application with the FERC to construct a 38-mile lateral that would provide additional transportation capacity from the Parachute area to the Greasewood area in northwest Colorado. The planned lateral would increase capacity by 450 Mdt/d through a 30-inch diameter line and is estimated to cost \$86 million. We anticipate beginning service on the expansion in March 2007.

Greasewood Lateral Project

In March 2006, we executed an agreement with a shipper for 200 Mdt/d of capacity on a proposed new lateral to be constructed from the vicinity of Greasewood, Colorado, to our mainline system near Sands Springs, Colorado. On February 20, 2007, following a meeting with representatives of the shipper, we decided to postpone applying with the FERC for a certificate to construct the proposed Greasewood Lateral Project. We will be continuing to work with potential shippers to determine whether to proceed with the project at a future date.

Operating statistics

The following table summarizes volume and capacity data for the Northwest Pipeline system for the periods indicated:

	<u>2006</u>	<u>2005</u>	<u>2004</u>
	<small>(In trillion British Thermal Units)</small>		
Total Transportation Volume	676	673	650
Average Daily Transportation Volumes	1.9	1.8	1.8
Average Daily Reserved Capacity Under Long-Term Base Firm Contracts, excluding peak capacity	2.5	2.5	2.5
Average Daily Reserved Capacity Under Short-Term Firm Contracts(1)	.9	.8	.6

(1) Consists primarily of additional capacity created from time to time through the installation of new receipt or delivery points or the segmentation of existing mainline capacity. Such capacity is generally marketed on a short-term firm basis, because it does not involve the construction of additional mainline capacity.

Gulfstream Natural Gas System, L.L.C. (Gulfstream)

Gulfstream is a natural gas pipeline system extending from the Mobile Bay area in Alabama to markets in Florida. In December 2001, Gulfstream filed an application with the FERC to allow Gulfstream to complete the construction of its approved facilities in phases. In May 2002, the first phase of the project was placed into service at a cost of approximately \$1.5 billion. The second phase of the project was placed into service on February 1, 2005. The total capital cost of both phases of the project is approximately \$1.7 billion. At December 31, 2006, our equity investment in Gulfstream was \$387 million. Gas Pipeline and Spectra Energy (formerly known as Duke Energy), through their respective subsidiaries, each hold a 50 percent ownership interest in Gulfstream and provide operating services for Gulfstream.

Gulfstream expansion projects

Gulfstream has entered into a precedent agreement and a related firm transportation service agreement pursuant to which, subject to the receipt of all necessary regulatory approvals and other conditions precedent therein, we intend to extend the pipeline system into South Florida and fully subscribe the remaining 345 Mdt/d of firm capacity on the existing pipeline system on a long-term basis. The estimated capital cost of this project is anticipated to be approximately \$135 million. Gulfstream also has executed a precedent agreement and a related firm transportation service agreement pursuant to which, subject to the receipt of all necessary regulatory approvals and other conditions precedent therein, we intend to construct and fully subscribe on a long-term basis the first incremental expansion of Gulfstream's mainline capacity, increasing the current mainline capacity of 1.1 MMdt/d to 1.255 MMdt/d. The project will include the construction of additional pipeline in Florida and the installation of new compression in Alabama and Florida. The estimated capital cost of this expansion is anticipated to be approximately \$117 million. No significant increase in operations personnel is expected as a result of these two projects.

Midstream Gas & Liquids

Our Midstream segment, one of the nation's largest natural gas gatherers and processors, has primary service areas concentrated in the major producing basins in Colorado, New Mexico, Wyoming, the Gulf of Mexico, Venezuela and western Canada. Midstream's primary businesses — natural gas gathering, treating, and processing; natural gas liquids (NGL) fractionation, storage and transportation; and oil transportation — fall within the middle of the process of taking natural gas and crude oil from the wellhead to the consumer. NGLs, ethylene and propylene are extracted/produced at our plants, including our Canadian and Gulf Coast olefins plants. These products are used primarily for the manufacture of plastics, home heating and refinery feedstock.

Although most of our gas services are performed for a volumetric-based fee, a portion of our gas processing contracts are commodity-based and include two distinct types of commodity exposure. The first type includes "Keep Whole" processing contracts whereby we own the NGLs extracted and replace the lost heating value with natural gas. Under these contracts, we are exposed to the spread between NGLs and natural gas prices. The second type consists of "Percent of Liquids" contracts whereby we receive a portion of the extracted liquids with no direct exposure to the price of natural gas. Under these contracts, we are only exposed to NGL price movements.

Our Canadian and Gulf Liquids olefin facilities have commodity exposure. In Canada, we are exposed to the spread between the price for natural gas and the olefinic products we produce. In the Gulf Coast, our feedstock for the ethane cracker is ethane and propane; as a result, we are exposed to the price spread between ethane and propane and ethylene and propylene. In the Gulf Coast, we also purchase refinery grade propylene and fractionate it into polymer grade propylene and propane; as a result we are exposed to the price spread between those commodities.

Key variables for our business will continue to be:

- retaining and attracting customers by continuing to provide reliable services;
- revenue growth associated with additional infrastructure either completed or currently under construction;
- disciplined growth in our core service areas;
- prices impacting our commodity-based processing and olefin activities.

Domestic gathering and processing

We own and/or operate domestic gas gathering and processing assets primarily within the western states of Wyoming, Colorado and New Mexico, and the onshore and offshore shelf and deepwater areas in and around the Gulf Coast states of Texas, Louisiana, Mississippi and Alabama. These assets consist of approximately 8,200 miles of gathering pipelines, nine processing plants (one partially owned) and five natural gas treating plants with a combined daily inlet capacity of nearly 6.2 billion cubic feet per day. Some of these assets are owned through our interest in Williams Partners L.P. (see Williams Partners L.P. section below).

Geographically, our Midstream natural gas assets are positioned to maximize commercial and operational synergies with our other assets. For example, most of our offshore gathering and processing assets attach and process or condition natural gas supplies delivered to the Transco pipeline. Also, our gathering and processing facilities in the San Juan basin handle about 85 percent of our Exploration & Production group's wellhead production in this basin. Both our San Juan Basin and Southwest Wyoming systems deliver gas volumes into Northwest Pipeline's interstate system.

In addition to these natural gas assets, we own and operate three crude oil pipelines totaling approximately 270 miles with a capacity of more than 300,000 barrels per day. This includes our Mountaineer, Alpine and BANJO crude oil pipeline systems in the deepwater Gulf of Mexico.

The BANJO oil pipeline and Seahawk gas pipeline run parallel and deliver production across two producer-owned spar-type floating production systems from the Kerr-McGee-operated Boomvang and Nansen field areas in the western Gulf of Mexico. These pipelines were placed in service on January 28, 2002.

Our 18 inch oil pipeline, Alpine, which became operational on December 14, 2003, is our second western gulf crude oil pipeline. The pipeline extends 96 miles from Garden Banks Block 668 in the central Gulf of Mexico to our shallow-water platform at Galveston Area Block A244. From this platform, the oil is delivered onshore through ExxonMobil's Hoover Offshore Oil Pipeline System under a joint tariff agreement. This production is coming from the Gunnison field, which is located in 3,150 feet of water and operated by Kerr-McGee.

Our Devils Tower floating production system and associated pipelines were placed in service on May 5, 2004. Initially built to serve Dominion Exploration & Production's Devils Tower field, the floating production system is located in Mississippi Canyon Block 773, approximately 150 miles south-southwest of Mobile, Alabama. During the fourth quarter of 2005, the platform's service expanded to include tie-backs of production from the Triton and Goldfinger fields in addition to the host Devils Tower field. Located in 5,610 feet of water, it is the world's deepest dry tree spar. The platform, which is operated by Dominion on our behalf, is capable of producing 60 MMcf/d of natural gas and 60 Mbbls/d of oil.

The Devils Tower project includes gas and oil pipelines. The 102-mile Canyon Chief gas pipeline consists of 18-inch diameter pipe. The 118-mile Mountaineer oil pipeline is a combination of 18- and 20-inch diameter pipe. The gas is delivered into Transco's pipeline, and processed at our Mobile Bay plant to recover the NGLs. The oil is transported to ChevronTexaco's Empire Terminal in Plaquemines Parish, Louisiana. These associated pipelines are significantly oversized relative to the Devils Tower spar top-side capacity.

Included in the natural gas assets listed above are the assets of Discovery Producer Services LLC and its subsidiary Discovery Gas Transmission Services LLC (Discovery). We own a partial interest in Discovery and operate its facilities. Discovery's assets include a cryogenic natural gas processing plant near Larose, Louisiana, a natural gas liquids fractionator plant near Paradis, Louisiana and an offshore natural gas gathering and transportation system.

Gulf Coast petrochemical and olefins

We own a 5/12 interest in and are the operator for an ethane cracker at Geismar, Louisiana, with a total production capacity of 1.3 billion pounds per year of ethylene. We also own an ethane pipeline system in Louisiana. Our Gulf Liquids New River LLC (Gulf Liquids) business consists of a propylene splitter and its related pipeline system.

Canada

Our Canadian operations include an olefin liquids extraction plant located near Ft. McMurray, Alberta and an olefin fractionation facility near Edmonton, Alberta. Our facilities extract olefinic liquids from the off-gas produced from third party oil sands bitumen upgrading and then fractionate, treat, store, terminal and sell the propane, propylene, butane and condensate recovered from this process. We continue to be the only olefins fractionator in Western Canada and the only treater-processor of oil sands upgrader off-gas. These operations extract valuable petrochemical feedstocks from upgrader off-gas streams allowing the upgraders to burn cleaner natural gas streams

and reduce overall air emissions. The extraction plant has processing capacity in excess of 100 MMcf/d with the ability to recover in excess of 15 Mbbbls/d of NGL products.

Venezuela

Our Venezuelan investments involve gas compression and gas processing and natural gas liquids fractionation operations. We own controlling interests and operate three gas compressor facilities which provide roughly 70 percent of the gas injections in eastern Venezuela. These facilities help stabilize the reservoir and enhance the recovery of crude oil by re-injecting natural gas at high pressures. We also own a 49.25 percent interest in two 400 MMcf/d natural gas liquids extraction plants, a 50,000 barrels per day natural gas liquids fractionation plant and associated storage and refrigeration facilities.

Other

We own interests in and/or operate NGL fractionation and storage assets. These assets include two partially owned NGL fractionation facilities near Conway, Kansas and Baton Rouge, Louisiana that have a combined capacity in excess of 167,000 barrels per day. We also own approximately 20 million barrels of NGL storage capacity in central Kansas. Some of these assets are owned through our interest in Williams Partners L.P.

Williams Partners L.P.

Williams Partners L.P. (Williams Partners) was formed to engage in the business of gathering, transporting and processing natural gas and fractionating and storing NGLs. We own approximately 22.5 percent of Williams Partners. Williams Partners provides us with an acquisition currency that is expected to enable growth of our Midstream business. Williams Partners also creates a vehicle to monetize our qualifying assets. Such transactions, which are subject to approval by both our and Williams Partners' general partner's board of directors, allow us to retain control of the assets through our ownership interest in Williams Partners.

During 2006, Williams Partners L.P. acquired Williams Four Corners, LLC which includes a 3,500-mile natural gas gathering system in the San Juan Basin in New Mexico and Colorado with capacity of nearly 2 billion cubic feet per day; the Ignacio natural gas processing plant in Colorado and the Kutz and Lybrook natural gas processing plants in New Mexico, which have a combined processing capacity of 760 million cubic feet per day; and the Milagro and Esperanza natural gas treating plants in New Mexico, which are designed to remove carbon dioxide from up to 750 million cubic feet of natural gas per day.

In addition, Williams Partners owns a 40 percent equity investment in the Discovery gathering, transportation, processing and NGL fractionation system; the Carbonate Trend sour gas gathering pipeline; three integrated NGL storage facilities near Conway, Kansas; and a 50 percent interest in an NGL fractionator near Conway, Kansas.

Expansion projects

Gathering and processing

In May 2006, we entered into an agreement to develop new pipeline capacity for transporting natural gas liquids from production areas in southwestern Wyoming to central Kansas. The other party to the agreement reimbursed us for the development costs we incurred to date for the proposed pipeline and initially will own 99 percent of the pipeline, known as Overland Pass Pipeline Company, LLC. We retained a 1 percent interest and have the option to increase our ownership to 50 percent and become the operator within two years of the pipeline becoming operational. Start-up is planned for early 2008. Additionally, we have agreed to dedicate our equity NGL volumes from our two Wyoming plants for transport under a long-term shipping agreement. The terms represent significant savings compared with the existing tariff and other alternatives considered.

We are constructing a fifth cryogenic processing train at our existing gas plant in Opal, Wyoming, which is scheduled for start-up in the first quarter of 2007. The expansion is designed to boost the plant's processing capacity by more than 30 percent to 1.45 billion cubic feet per day. Opal also will be able to recover a total of approximately 67,000 barrels per day of natural gas liquids.

Gathering and processing — deepwater projects

The deepwater Gulf continues to be an attractive growth area for our Midstream business. Since 1997, we have invested almost \$1 billion in new midstream assets in the Gulf of Mexico. These facilities provide both onshore and offshore services through pipelines, platforms and processing plants. The new facilities could also attract incremental gas volumes to Transco's pipeline system in the southeastern United States.

Chevron and Kerr-McGee are dedicating to us the transport of production from their current and future ownership in a defined area surrounding the Blind Faith discovery in the deepwater Gulf of Mexico. To accommodate production from the Blind Faith acreage and the surrounding blocks, we have agreed to extend our Canyon Chief and Mountaineer pipelines to the producer-owned floating production facility. We expect to have the extensions ready for service in second quarter 2008. The approximately \$200 million project will facilitate a 37-mile extension of each pipeline. The agreement also creates opportunities for us to move natural gas from the Blind Faith discovery through our Mobile Bay, Alabama, processing plant and our Transco and Gulfstream interstate pipeline systems. Recovered natural gas liquids from Blind Faith also could be fractionated at our facilities in Baton Rouge or Paradis, Louisiana.

Customers and operations

Our domestic gas gathering and processing customers are generally natural gas producers who have proved and/or producing natural gas fields in the areas surrounding our infrastructure. During 2006, these operations gathered and processed gas for approximately 220 gas gathering and processing customers. Our top three gathering and processing customers accounted for about 44 percent of our domestic gathering and processing revenue. Our gathering and processing agreements are generally long-term agreements.

In addition to our gathering and processing operations, we market NGLs and petrochemical products to a wide range of users in the energy and petrochemical industries. We provide these products to third parties from the production at our domestic facilities. The majority of domestic sales are based on supply contracts of less than one year in duration. The production from our Canadian facilities is marketed in Canada and in the United States.

Our Venezuelan assets were constructed and are currently operated for the exclusive benefit of Petróleos de Venezuela S.A. The significant contracts have a remaining term between 11 and 15 years and our revenues are based on a combination of fixed capital payments, throughput volumes, and, in the case of one of the gas compression facilities, a minimum throughput guarantee. The Venezuelan government has continued its public criticism of U.S. economic and political policy, has implemented unilateral changes to existing energy related contracts, and continues to publicly declare that additional energy contracts will be unilaterally amended and privately held assets will be expropriated, indicating that a level of political risk still remains.

Operating statistics

The following table summarizes our significant operating statistics for Midstream:

	<u>2006</u>	<u>2005</u>	<u>2004</u>
Volumes(1):			
Domestic Gathering (trillion British Thermal Units)	1,181	1,253	1,252
Domestic Natural Gas Liquid Production (Mbbbls/d)(2)	152	144	155
Crude Oil Gathering (Mbbbls/d)(2)	86	88	83
Processing Volumes (trillion British Thermal Units)	833	721	768

(1) Excludes volumes associated with partially owned assets that are not consolidated for financial reporting purposes.

(2) Annual Average Mbbbls/d

Power

Our Power business buys, sells, stores and transports energy and energy-related commodities, primarily power and natural gas. Power's focus is not only on its objective of maximizing expected cash flows, but also on executing new contracts to hedge its portfolio and providing services that support our natural gas businesses across Williams. Our contracts include physical forward purchases and sales, various financial instruments and structured transactions. Our financial instruments include exchange-traded futures, as well as exchange-traded and over-the-counter options and swaps. Structured transactions include tolling contracts, full requirements contracts, tolling resales and heat rate options.

Tolling contracts represent the most significant portion of our portfolio. Under the tolling contracts, we have the right to request a plant owner to convert our fuel (usually natural gas) to electricity in exchange for a fixed fee. We have the right to request approximately 7,700 megawatts of electricity under six tolling agreements. The table below lists the locations and available capacity of each of our tolling agreements. These capacity numbers are subject to change, and our contractual rights to capacity may not reflect actual availability at the plants.

<u>Location</u>	<u>Megawatts</u>
California	4,141
Alabama	844
Louisiana	758
New Jersey	766
Pennsylvania	664
Michigan	545
Total	7,718

We use portions of the electricity produced under the tolling agreements to supply obligations under various arrangements such as power sales, tolling resales, and full requirements contracts. Under full requirements contracts, we supply the electricity required by our counterparties to serve their customers. Through full requirements contracts, we supply approximately 600 to 1,500 megawatts of electricity to our customers in Georgia and approximately 515 to 600 megawatts of electricity to our customers in Pennsylvania. The amount of electricity we supply under these contracts varies year to year but is expected to grow annually. Each year, the amount of electricity we supply is subject to a growth cap.

Through tolling resale agreements, we enter into transactions that mirror, to varying degrees, some or all of our rights under our underlying tolling arrangements, which remain in place with our tolling counterparties. We have resold part of our rights (1,934 to 3,875 megawatts) under the California tolling arrangement to two counterparties for periods through 2011. These volumes include amounts sold under contracts executed in 2007.

We also own two natural gas-fired electric generating plants located near Bloomfield, New Mexico (60 megawatts, Milagro facility) and in Hazleton, Pennsylvania (147 megawatts).

In 2006, we managed natural gas throughout North America with total physical volumes averaging 2.3 billion cubic feet per day. We use approximately 10 percent of this natural gas to fuel electric generating plants we own or in which we have contractual rights. We sell approximately 70 percent of this natural gas to customers including local distribution companies, utilities, producers, industrials and other gas marketers. With the remaining 20 percent, we procure gas supply for our Midstream operations.

In 2004, we substantially exited our crude oil and refined products activities.

Operating statistics

The following table summarizes marketing and trading gross sales volumes, including sales volumes to other segments, for the periods indicated:

	Year Ending December 31,		
	2006	2005	2004
Marketing and trading physical volumes:			
Power (thousand megawatt hours)	53,866	66,779	93,998
Natural gas (billion cubic feet per day)	2.1	2.1	2.3
Petroleum products (thousand barrels per day)	—	—	50

In 2006, Power managed 2.3 billion cubic feet per day of natural gas. The natural gas volumes managed include the following (in billion cubic feet per day):

	2006
Sales to third parties	1.7
Sales to other segments	.4
For use in tolling agreements and by owned generation	.2
Total natural gas managed	<u>2.3</u>

As of December 31, 2006, Power had approximately 350 customers compared with approximately 300 customers at the end of 2005.

Other

At December 31, 2004, we owned approximately 94.7 percent of the Class B Interests and 21.3 percent of the Common Interests in Longhorn Partners Pipeline LP (Longhorn), which owned a refined petroleum products pipeline from Houston, Texas to El Paso, Texas. The Class B Interests are preferred interests but subordinate to other preferred interests, and the Common Interests are subordinate to both.

During the first quarter of 2005, Longhorn became fully operational as deliveries commenced through both the Odessa and El Paso terminals. However, the pipeline's throughput fell significantly short of management expectations. The primary driver behind this volume shortfall was the narrowing of the refined product pricing differentials between the Gulf Coast and El Paso markets. During the second quarter of 2005, Longhorn management indicated the shortfall was likely to continue and that the original business model was no longer feasible.

As a result of the other-than-temporary decline in fair value identified in the second quarter of 2005, we impaired the Common Interests by \$16.2 million and the Class B shares by \$32.7 million. After these adjustments, the book value of our investment in Longhorn (as of June 30, 2005) totaled \$51.6 million, comprised of \$25.0 million of Common Interests and \$26.6 million of Class B shares.

During the third quarter of 2005, we provided \$10 million of a \$50 million fully collateralized bridge loan to fund operations of Longhorn until an economically feasible operational alternative was developed. In the fourth quarter of 2005, management of Longhorn concluded that its best alternative would be to sell the Longhorn assets. Accordingly, they directed a financial advisor to solicit offers from several entities. After reviewing the terms and conditions of bids received, our management determined that a full impairment of our investment in the Class B and Common Interests was appropriate. This decision resulted in a December 31, 2005 write-down of the remaining \$38.1 million in book value which had been further reduced by additional equity losses during the third and fourth quarters.

The management of Longhorn completed an installment sale of the pipeline during the third quarter of 2006, and as a result we received full payment of the \$10 million secured bridge loan that we provided to Longhorn during 2005. It is uncertain whether we will ever receive any payments related to our Class B Interests or our Common

Interests, however any such amounts related to these fully impaired interests will only be recognized as income when received.

We continue to receive payments associated with the 2005 transfer of the First Amended and Restated Pipeline Operating Services Agreement to a third party. The sale of the pipeline did not impact these ongoing payments which are recognized as income when received.

Additional business segment information

Our ongoing business segments are accounted for as continuing operations in the accompanying financial statements and notes to financial statements included in Part II.

Operations related to certain assets in "Discontinued Operations" sold in 2003 and 2004 have been reclassified from their traditional business segment to "Discontinued Operations" in the accompanying financial statements and notes to financial statements included in Part II.

Our corporate parent company performs certain management, legal, financial, tax, consultative, administrative and other services for our subsidiaries.

Our corporate parent company's principal sources of cash are from external financings, dividends and advances from our subsidiaries, investments, payments by subsidiaries for services rendered, interest payments from subsidiaries on cash advances and net proceeds from asset sales. The amount of dividends available to us from subsidiaries largely depends upon each subsidiary's earnings and operating capital requirements. The terms of certain of our subsidiaries' borrowing arrangements limit the transfer of funds to our corporate parent.

We believe that we have adequate sources and availability of raw materials and commodities for existing and anticipated business needs. In support of our energy commodity activities, primarily conducted through Power, our counterparties require us to provide various forms of credit support such as margin, adequate assurance amounts and pre-payments for gas supplies. Our pipeline systems are all regulated in various ways resulting in the financial return on the investments made in the systems being limited to standards permitted by the regulatory agencies. Each of the pipeline systems has ongoing capital requirements for efficiency and mandatory improvements, with expansion opportunities also necessitating periodic capital outlays.

REGULATORY MATTERS

Exploration & Production. Our Exploration & Production business is subject to various federal, state and local laws and regulations on taxation, the development, production and marketing of oil and gas, and environmental and safety matters. Many laws and regulations require drilling permits and govern the spacing of wells, rates of production, water discharge, prevention of waste and other matters. Such laws and regulations have increased the costs of planning, designing, drilling, installing, operating and abandoning our oil and gas wells and other facilities. In addition, these laws and regulations, and any others that are passed by the jurisdictions where we have production, could limit the total number of wells drilled or the allowable production from successful wells, which could limit our reserves.

Gas Pipeline. Gas Pipeline's interstate transmission and storage activities are subject to FERC regulation under the Natural Gas Act of 1938 (NGA) and under the Natural Gas Policy Act of 1978, and, as such, its rates and charges for the transportation of natural gas in interstate commerce, its accounting, and the extension, enlargement or abandonment of its jurisdictional facilities, among other things, are subject to regulation. Each gas pipeline company holds certificates of public convenience and necessity issued by the FERC authorizing ownership and operation of all pipelines, facilities and properties for which certificates are required under the NGA. Each gas pipeline company is also subject to the Natural Gas Pipeline Safety Act of 1968, as amended, which regulates safety requirements in the design, construction, operation and maintenance of interstate natural gas transmission facilities. FERC Standards of Conduct govern how our interstate pipelines communicate and do business with their marketing affiliates. Among other things, the Standards of Conduct require that interstate pipelines not operate their systems to preferentially benefit their marketing affiliates.

Each of our interstate natural gas pipeline companies establishes its rates primarily through the FERC's ratemaking process. Key determinants in the ratemaking process are:

- costs of providing service, including depreciation expense;
- allowed rate of return, including the equity component of the capital structure and related income taxes;
- volume throughput assumptions.

The allowed rate of return is determined in each rate case. Rate design and the allocation of costs between the demand and commodity rates also impact profitability. As a result of these proceedings, certain revenues previously collected may be subject to refund.

Midstream. For our Midstream segment, onshore gathering is subject to regulation by states in which we operate and offshore gathering is subject to the Outer Continental Shelf Lands Act (OCSLA). Of the states where Midstream gathers gas, currently only Texas actively regulates gathering activities. Texas regulates gathering primarily through complaint mechanisms under which the state commission may resolve disputes involving an individual gathering arrangement. Although gathering facilities located offshore are not subject to the NGA (although offshore transmission pipelines may be), some controversy exists as to how the FERC should determine whether offshore facilities function as gathering. These issues are currently before the FERC. Most gathering facilities offshore are subject to the OCSLA, which provides in part that outer continental shelf pipelines "must provide open and nondiscriminatory access to both owner and non-owner shippers."

Midstream also owns and operates two offshore transmission pipelines that are regulated by the FERC because they are deemed to transport gas in interstate commerce. Black Marlin Pipeline Company provides transportation service for offshore Texas production in the High Island area and redelivers that gas to intrastate pipeline interconnects near Texas City. Discovery Gas Transmission LLC provides transportation service for offshore Louisiana production from the South Timbalier, Grand Isle, Ewing Bank and Green Canyon (deepwater) areas to an onshore processing facility and downstream interconnect points with major interstate pipelines. FERC regulation requires all terms and conditions of service, including the rates charged, to be filed with and approved by the Commission before any changes can go into effect. Currently, Black Marlin has a major rate change application pending before the Commission to increase its rates for service.

Our remaining Midstream Canadian assets are regulated by the Alberta Energy & Utilities Board (AEUB) and Alberta Environment. The regulatory system for the Alberta oil and gas industry incorporates a large measure of self-regulation, providing that licensed operators are held responsible for ensuring that their operations are conducted in accordance with all provincial regulatory requirements. For situations in which non-compliance with the applicable regulations is at issue, the AEUB and Alberta Environment have implemented an enforcement process with escalating consequences.

Power. Our Power business is subject to a variety of laws and regulations at the local, state and federal levels, including FERC and the Commodity Futures Trading Commission regulation. In addition, electricity and natural gas markets in California and elsewhere continue to be subject to numerous and wide-ranging federal and state regulatory proceedings and investigations. We are also subject to various federal and state actions and investigations regarding, among other things, market structure, behavior of market participants, market prices, and reporting to trade publications. We may be liable for refunds and other damages and penalties as a result of ongoing actions and investigations. The outcome of these matters could affect our creditworthiness and ability to perform contractual obligations as well as other market participants' creditworthiness and ability to perform contractual obligations to us.

See Note 15 of our Notes to Consolidated Financial Statements for further details on our regulatory matters.

ENVIRONMENTAL MATTERS

Our generation facilities, natural gas pipelines, and exploration and production operations are subject to federal environmental laws and regulations as well as the state and tribal laws and regulations adopted by the jurisdictions in which we operate. We could incur liability to governments or third parties for any unlawful

discharge of oil, gas or other pollutants into the air, soil, or water, as well as liability for clean up costs. Materials could be released into the environment in several ways including, but not limited to:

- from a well or drilling equipment at a drill site;
- leakage from gathering systems, pipelines, transportation facilities and storage tanks;
- damage to oil and gas wells resulting from accidents during normal operations;
- blowouts, cratering and explosions.

Because the requirements imposed by environmental laws and regulations are frequently changed, we cannot assure you that laws and regulations enacted in the future, including changes to existing laws and regulations, will not adversely affect our business. In addition we may be liable for environmental damage caused by former operators of our properties.

We believe compliance with environmental laws and regulations will not have a material adverse effect on capital expenditures, earnings or competitive position. However, environmental laws and regulations could affect our business in various ways from time to time, including incurring capital and maintenance expenditures, imposing limitations on generation facility availability, fines and penalties, and creating the need to seek relief from the FERC for rate increases to recover the costs of certain capital expenditures and operation and maintenance expenses (which we believe would be granted).

For a discussion of specific environmental issues, see “Environmental” under Management’s Discussion and Analysis of Financial Condition and Results of Operations and “Environmental Matters” in Note 15 of our Notes to Consolidated Financial Statements.

COMPETITION

Exploration & Production. Our Exploration & Production segment competes with other oil and gas concerns, including major and independent oil and gas companies in the development, production and marketing of natural gas. We compete in areas such as acquisition of oil and gas properties and obtaining necessary equipment, supplies and services. We also compete in recruiting and retaining skilled employees.

Gas Pipeline. Our Gas Pipeline segment faces increased competition as a result of various actions taken by the FERC and several states in which we operate to strengthen market forces in the natural gas pipeline industry. In a number of key markets, interstate pipelines are now facing competitive pressures from other major pipeline systems, enabling local distribution companies and end users to choose a supplier or switch suppliers based on the short-term price of gas and the cost of transportation. We expect competition for natural gas transportation to continue to intensify in future years due to increased customer access to other pipelines, rates, competitiveness among pipelines, customers’ desire to have more than one transporter, shorter contract terms, regulatory developments, and development of LNG facilities particularly in our market areas. Future utilization of pipeline capacity will depend on competition from other pipelines and LNG facilities, use of alternative fuels, the general level of natural gas demand, and weather conditions.

Suppliers of natural gas are able to compete for any gas markets capable of being served by pipelines using nondiscriminatory transportation services provided by the pipeline companies. As the regulated environment has matured, many pipeline companies have faced reduced levels of subscribed capacity as contractual terms expire and customers opt to reduce firm capacity under contract in favor of alternative sources of transmission and related services. This situation, known in the industry as “capacity turnback,” is forcing the pipeline companies to evaluate the consequences of major demand reductions in traditional long-term contracts. It could also result in significant shifts in system utilization, and possible realignment of cost structure for remaining customers because all interstate natural gas pipeline companies continue to be authorized to charge maximum rates approved by the FERC on a cost of service basis. Gas Pipeline does not anticipate any significant financial impact from “capacity turnback.” We anticipate that we will be able to remarket most future capacity subject to future capacity turnback, although competition may cause some of the remarketed capacity to be sold at lower rates or for shorter terms.

Midstream. In our Midstream segment, we face regional competition with varying competitive factors in each basin. Our gathering and processing business competes with other midstream companies, interstate and intrastate pipelines, master limited partnerships (MLP), producers and independent gatherers and processors. We primarily compete with five to ten companies across all basins in which we provide services. Numerous factors impact any given customer's choice of a gathering or processing services provider, including rate, location, term, timeliness of well connections, pressure obligations and contract structure. We also compete in recruiting and retaining skilled employees. In 2005 we formed Williams Partners to help compete against other master limited partnerships for midstream projects. By virtue of the master limited partnership structure, Williams Partners provides us with an alternative and low-cost source of capital. We expect the alternative, low-cost capital will allow Williams Partners to compete with other MLPs when pursuing acquisition opportunities of gathering and processing assets.

Power. In our Power segment, we compete directly with large independent energy marketers, marketing affiliates of regulated pipelines and utilities, and natural gas producers. We also compete with brokerage houses, energy hedge funds and other energy-based companies offering similar services.

EMPLOYEES

At February 1, 2007, we had approximately 4,313 full-time employees including 972 at the corporate level, 584 at Exploration & Production, 1,694 at Gas Pipeline, 928 at Midstream, and 135 at Power. None of our employees are represented by unions or covered by collective bargaining agreements.

FINANCIAL INFORMATION ABOUT GEOGRAPHIC AREAS

See Note 17 of our Notes to Consolidated Financial Statements for amounts of revenues during the last three fiscal years from external customers attributable to the United States and all foreign countries. Also see Note 17 of our Notes to Consolidated Financial Statements for information relating to long-lived assets during the last three fiscal years, other than financial instruments, long-term customer relationships of a financial institution, mortgage and other servicing rights and deferred policy acquisition costs, located in the United States and all foreign countries.

Item 1A. Risk Factors

FORWARD-LOOKING STATEMENTS/RISK FACTORS AND CAUTIONARY STATEMENT FOR PURPOSES OF THE "SAFE HARBOR" PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Certain matters contained in this report include "forward-looking statements" within the meaning of section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements discuss our expected future results based on current and pending business operations. We make those forward-looking statements in reliance on the safe harbor protections provided under the Private Securities Litigation Reform Act of 1995.

All statements, other than statements of historical facts, included in this report which address activities, events or developments that we expect, believe or anticipate will exist or may occur in the future, are forward-looking statements. Forward-looking statements can be identified by various forms of words such as "anticipates," "believes," "could," "may," "should," "continues," "estimates," "expects," "forecasts," "might," "planned," "potential," "projects," "scheduled" or similar expressions. These forward-looking statements include, among others, statements regarding:

- amounts and nature of future capital expenditures;
- expansion and growth of our business and operations;
- business strategy;

- estimates of proved gas and oil reserves;
- reserve potential;
- development drilling potential;
- cash flow from operations;
- seasonality of certain business segments;
- power, natural gas and natural gas liquids prices and demand.

Forward-looking statements are based on numerous assumptions, uncertainties and risks that could cause future events or results to be materially different from those stated or implied in this document. Many of the factors that will determine these results are beyond our ability to control or project. Specific factors which could cause actual results to differ from those in the forward-looking statements include:

- availability of supplies (including the uncertainties inherent in assessing and estimating future natural gas reserves), market demand, volatility of prices, and increased costs of capital;
- inflation, interest rates, fluctuation in foreign exchange, and general economic conditions;
- the strength and financial resources of our competitors;
- development of alternative energy sources;
- the impact of operational and development hazards;
- costs of, changes in, or the results of laws, government regulations including proposed climate change legislation, environmental liabilities, litigation, and rate proceedings;
- changes in the current geopolitical situation;
- risks related to strategy and financing, including restrictions stemming from our debt agreements and our lack of investment grade credit ratings;
- risk associated with future weather conditions and acts of terrorism.

Given the uncertainties and risk factors that could cause our actual results to differ materially from those contained in any forward-looking statement, we caution investors not to unduly rely on our forward-looking statements. We disclaim any obligations to and do not intend to update the above list to announce publicly the result of any revisions to any of the forward-looking statements to reflect future events or developments.

In addition to causing our actual results to differ, the factors listed above and referred to below may cause our intentions to change from those statements of intention set forth in this report. Such changes in our intentions may also cause our results to differ. We may change our intentions, at any time and without notice, based upon changes in such factors, our assumptions, or otherwise.

Because forward-looking statements involve risks and uncertainties, we caution that there are important factors, in additions to those listed above, that may cause actual results to differ materially from those contained in the forward-looking statements. These factors include the following:

RISK FACTORS

You should carefully consider the following risk factors in addition to the other information in this report. Each of these factors could adversely affect our business, operating results, and financial condition as well as adversely affect the value of an investment in our securities.

Risks Inherent to our Industry and Business

The long-term financial condition of our natural gas transmission and midstream businesses is dependent on the continued availability of natural gas supplies in the supply basins that we access, demand for those supplies in our traditional markets, and market demand for natural gas.

The development of the additional natural gas reserves that are essential for our gas transmission and midstream businesses to thrive requires significant capital expenditures by others for exploration and development drilling and the installation of production, gathering, storage, transportation and other facilities that permit natural gas to be produced and delivered to our pipeline systems. Low prices for natural gas, regulatory limitations, or the lack of available capital for these projects could adversely affect the development and production of additional reserves, as well as gathering, storage, pipeline transmission and import and export of natural gas supplies, adversely impacting our ability to fill the capacities of our gathering, transmission and processing facilities. Additionally, in some cases, new LNG import facilities built near our markets could result in less demand for our gathering and transmission facilities.

Estimating reserves and future net revenues involves uncertainties. Negative revisions to reserve estimates and oil and gas price declines may lead to decreased earnings, losses or impairment of oil and gas assets.

Reserve engineering is a subjective process of estimating underground accumulations of oil and gas that cannot be measured in an exact manner. Reserves that are "proved reserves" are those estimated quantities of crude oil, natural gas, and natural gas liquids that geological and engineering data demonstrate with reasonable certainty are recoverable in future years from known reservoirs under existing economic and operating conditions, but should not be considered as a guarantee of results for future drilling projects.

The process relies on interpretations of available geological, geophysical, engineering and production data. There are numerous uncertainties inherent in estimating quantities of proved reserves and in projecting future rates of production and timing of developmental expenditures, including many factors beyond the control of the producer. The reserve data included in this report represent estimates. In addition, the estimates of future net revenues from our proved reserves and the present value of such estimates are based upon certain assumptions about future production levels, prices and costs that may not prove to be correct over time.

Quantities of proved reserves are estimated based on economic conditions in existence during the period of assessment. Lower oil and gas prices may have the impact of shortening the economic lives of certain fields because it becomes uneconomic to produce all recoverable reserves on such fields, which reduces proved property reserve estimates.

If negative revisions in the estimated quantities of proved reserves were to occur, it would have the effect of increasing the rates of depreciation, depletion and amortization on the affected properties, which would decrease earnings or result in losses through higher depreciation, depletion and amortization expense. The revisions may also be sufficient to trigger impairment losses on certain properties which would result in a further non-cash charge to earnings. The revisions could also possibly affect the evaluation of Exploration & Production's goodwill for impairment purposes.

Our past success rate for drilling projects and the historic performance of our exploration and production business is no predictor of future performance.

Our past success rate for drilling projects in 2006 should not be considered a predictor of future performance.

Performance of our exploration and production business is affected in part by factors beyond our control (any of which could cause the results of this business to decrease materially), such as:

- regulations and regulatory approvals;
- availability of capital for drilling projects which may be affected by other risk factors discussed in this report;
- cost-effective availability of drilling rigs and necessary equipment;

- availability of skilled labor;
- availability of cost-effective transportation for products;
- market risks (including price risks and competition) discussed in this report.

Our drilling, production, gathering, processing and transporting activities involve numerous risks that might result in accidents, and other operating risks and hazards.

Our operations are subject to all the risks and hazards typically associated with the development and exploration for, and the production and transportation of oil and gas. These operating risks include, but are not limited to:

- blowouts, cratering and explosions;
- uncontrollable flows of oil, natural gas or well fluids;
- fires;
- formations with abnormal pressures;
- pollution and other environmental risks;
- natural disasters.

In addition, there are inherent in our gas gathering, processing and transporting properties a variety of hazards and operating risks, such as leaks, spills, explosions and mechanical problems that could cause substantial financial losses. In addition, these risks could result in loss of human life, significant damage to property, environmental pollution, impairment of our operations and substantial losses to us. In accordance with customary industry practice, we maintain insurance against some, but not all, of these risks and losses, and only at levels we believe to be appropriate. The location of certain segments of our pipelines in or near populated areas, including residential areas, commercial business centers and industrial sites, could increase the level of damages resulting from these risks. In spite of our precautions, an event could cause considerable harm to people or property, and could have a material adverse effect on our financial condition and results of operations, particularly if the event is not fully covered by insurance. Accidents or other operating risks could further result in loss of service available to our customers. Such circumstances could materially impact our ability to meet contractual obligations and retain customers, with a resulting impact on our results of operations.

Costs of environmental liabilities and complying with existing and future environmental regulations could exceed our current expectations.

Our operations are subject to extensive environmental regulation pursuant to a variety of federal, provincial, state and municipal laws and regulations. Such laws and regulations impose, among other things, restrictions, liabilities and obligations in connection with the generation, handling, use, storage, extraction, transportation, treatment and disposal of hazardous substances and wastes, in connection with spills, releases and emissions of various substances into the environment, and in connection with the operation, maintenance, abandonment and reclamation of our facilities.

Compliance with environmental laws requires significant expenditures, including for clean up costs and damages arising out of contaminated properties. In addition, the possible failure to comply with environmental laws and regulations might result in the imposition of fines and penalties. We are generally responsible for all liabilities associated with the environmental condition of our facilities and assets, whether acquired or developed, regardless of when the liabilities arose and whether they are known or unknown. In connection with certain acquisitions and divestitures, we could acquire, or be required to provide indemnification against, environmental liabilities that could expose us to material losses, which may not be covered by insurance. In addition, the steps we could be required to take to bring certain facilities into compliance could be prohibitively expensive, and we might be required to shut down, divest or alter the operation of those facilities, which might cause us to incur losses. Although we do not expect that the costs of complying with current environmental laws will have a material adverse effect on

our financial condition or results of operations, no assurance can be given that the costs of complying with environmental laws in the future will not have such an effect.

We make assumptions and develop expectations about possible expenditures related to environmental conditions based on current laws and regulations and current interpretations of those laws and regulations. If the interpretation of laws or regulations, or the laws and regulations themselves, change, our assumptions may change. Our regulatory rate structure and our contracts with customers might not necessarily allow us to recover capital costs we incur to comply with the new environmental regulations. Also, we might not be able to obtain or maintain from time to time all required environmental regulatory approvals for certain development projects. If there is a delay in obtaining any required environmental regulatory approvals or if we fail to obtain and comply with them, the operation of our facilities could be prevented or become subject to additional costs, resulting in potentially material adverse consequences to our results of operations.

Our operating results for certain segments of our business might fluctuate on a seasonal and quarterly basis.

Revenues from certain segments of our business, including gas transmission and the sale of electric power, can have seasonal characteristics. In many parts of the country, demand for power peaks during the summer months, with market prices also peaking at that time. In other areas, demand for power peaks during the winter. In addition, demand for natural gas and other fuels peaks during the winter. As a result, our overall operating results in the future might fluctuate substantially on a seasonal basis. Demand for natural gas and other fuels could vary significantly from our expectations depending on the nature and location of our facilities and pipeline systems and the terms of our power sale agreements and natural gas transmission arrangements relative to demand created by unusual weather patterns. Additionally, changes in the price of natural gas could benefit one of our business units, but disadvantage another. For example, our Exploration & Production business may benefit from higher natural gas prices, and Power, which uses gas as a fuel source, may not.

Risks Related to the Current Geopolitical Situation

Our investments and projects located outside of the United States expose us to risks related to the laws of other countries, and the taxes, economic conditions, fluctuations in currency rates, political conditions and policies of foreign governments. These risks might delay or reduce our realization of value from our international projects.

We currently own and might acquire and/or dispose of material energy-related investments and projects outside the United States. The economic and political conditions in certain countries where we have interests or in which we might explore development, acquisition or investment opportunities present risks of delays in construction and interruption of business, as well as risks of war, expropriation, nationalization, renegotiation, trade sanctions or nullification of existing contracts and changes in law or tax policy, that are greater than in the United States. The uncertainty of the legal environment in certain foreign countries in which we develop or acquire projects or make investments could make it more difficult to obtain non-recourse project financing or other financing on suitable terms, could adversely affect the ability of certain customers to honor their obligations with respect to such projects or investments and could impair our ability to enforce our rights under agreements relating to such projects or investments. Recent events in certain South American countries, particularly the proposed nationalization of certain energy-related assets in Venezuela, could have a material negative impact on our results of operations. We may not receive adequate compensation, or any compensation, if our assets in Venezuela are nationalized.

Operations and investments in foreign countries also can present currency exchange rate and convertibility, inflation and repatriation risk. In certain situations under which we develop or acquire projects or make investments, economic and monetary conditions and other factors could affect our ability to convert to U.S. dollars our earnings denominated in foreign currencies. In addition, risk from fluctuations in currency exchange rates can arise when our foreign subsidiaries expend or borrow funds in one type of currency, but receive revenue in another. In such cases, an adverse change in exchange rates can reduce our ability to meet expenses, including debt service obligations. Foreign currency risk can also arise when the revenues received by our foreign subsidiaries are not in U.S. dollars. In such cases, a strengthening of the U.S. dollar or a weakening of the foreign currency could reduce the amount of

cash and income we receive from these foreign subsidiaries. We have put contracts in place designed to mitigate our most significant foreign currency exchange risks. We have some exposures that are not hedged and which could result in losses or volatility in our results of operations.

Risks Related to Strategy and Financing

Our debt agreements impose restrictions on us that may adversely affect our ability to operate our business.

Certain of our debt agreements contain covenants that restrict or limit among other things, our ability to create liens, sell assets, make certain distributions, repurchase equity and incur additional debt. In addition, our debt agreements contain, and those we enter into in the future may contain, financial covenants and other limitations with which we will need to comply. Our ability to comply with these covenants may be affected by many events beyond our control, and we cannot assure you that our future operating results will be sufficient to comply with the covenants or, in the event of a default under any of our debt agreements, to remedy that default.

Our failure to comply with the covenants in our debt agreements and other related transactional documents could result in events of default. Upon the occurrence of such an event of default, the lenders could elect to declare all amounts outstanding under a particular facility to be immediately due and payable and terminate all commitments, if any, to extend further credit. An event of default or an acceleration under one debt agreement could cause a cross-default or cross-acceleration of another debt agreement. Such a cross-default or cross-acceleration could have a wider impact on our liquidity than might otherwise arise from a default or acceleration of a single debt instrument. If an event of default occurs, or if other debt agreements cross-default, and the lenders under the affected debt agreements accelerate the maturity of any loans or other debt outstanding to us, we may not have sufficient liquidity to repay amounts outstanding under such debt agreements.

Our lack of investment grade credit ratings increases our costs of doing business in certain ways and attainment of an investment grade rating is within the control of independent third parties.

Because we do not have an investment grade credit rating, our transactions in each of our businesses require greater credit assurances, both to be given from, and received by, us to satisfy credit support requirements. In addition, we are more vulnerable to the impact of market disruptions or a further downgrade of our credit rating that might further increase our cost of borrowing or further impair our ability to access capital markets. Such disruptions could include:

- economic downturns;
- deteriorating capital market conditions generally;
- declining market prices for electricity and natural gas;
- terrorist attacks or threatened attacks on our facilities or those of other energy companies;
- the overall health of the energy industry, including the bankruptcy or insolvency of other companies.

Credit rating agencies perform independent analysis when assigning credit ratings. Given the significant changes in capital markets and the energy industry over the last few years, credit rating agencies continue to review the criteria for attaining investment grade ratings and make changes to those criteria from time to time. Our goal is to attain investment grade ratings. However, there is no guarantee that the credit rating agencies will assign us investment grade ratings even if we meet or exceed their criteria for investment grade ratings.

Long-term power generation purchase contracts without corresponding long-term purchase sale contracts might expose us to fluctuations in the wholesale power markets and negatively affect our results of operations.

We have entered into agreements with certain power generation facilities to purchase all or a substantial portion of their generation capacity. These facilities operate as “merchant” facilities, many without corresponding long-term power sales agreements, and therefore are exposed to market fluctuations. Without the benefit of such

long-term power sales agreements, we cannot be sure that we will be able to sell any or all of the power generated by these facilities at commercially attractive rates or that these power generation relationships will be profitable.

We sell all or a portion of the energy, capacity and other products from certain generation facilities to wholesale power markets, including energy markets operated by independent system operators, or ISOs, or regional transmission organizations, or RTOs, as well as wholesale purchasers. We are not subject to traditional cost-based regulation, therefore we sell electric generation capacity, power and ancillary services to wholesale purchasers at prices determined by the market. As a result, we are not guaranteed any rate of return on our capital investments through mandated rates, and our revenues and results of operations depend upon current and forward market prices for power.

Prices for electricity, natural gas liquids, natural gas and other commodities are volatile and this volatility could adversely affect our financial results, cash flows, access to capital and ability to maintain existing businesses.

Our revenues, operating results, future rate of growth and the value of our power and gas businesses depend primarily upon the prices we receive for electricity, natural gas liquids, natural gas, or other commodities, and the differences between prices of these commodities. Prices also affect the amount of cash flow available for capital expenditures and our ability to borrow money or raise additional capital. In particular, market prices for power, generation capacity and ancillary services tend to fluctuate substantially. Unlike other commodities, electricity can only be stored on a very limited basis and generally must be produced concurrently with its use. As a result, market prices for electricity are subject to significant volatility from supply and demand imbalances, especially in the day-ahead and spot markets.

The markets for electricity, natural gas liquids, and natural gas are likely to continue to be volatile. Wide fluctuations in prices might result from relatively minor changes in the supply of and demand for these commodities, market uncertainty and other factors that are beyond our control, including:

- worldwide and domestic supplies of and demand for electricity, natural gas, petroleum, and related commodities;
- turmoil in the Middle East and other producing regions;
- terrorist attacks on production or transportation assets;
- weather conditions;
- the level of consumer demand;
- the development of federal and state power markets, including actions of ISOs and RTOs;
- the price and availability of other types of fuels;
- the availability of pipeline capacity;
- supply disruptions, including plant outages and transmission disruptions;
- the price and level of foreign imports;
- domestic and foreign governmental regulations and taxes;
- volatility in the natural gas markets;
- the overall economic environment;
- the credit of participants in the markets where products are bought and sold.

We might not be able to successfully manage the risks associated with selling and marketing products in the wholesale energy markets.

Our portfolio of derivative and other energy contracts consists of wholesale contracts to buy and sell commodities, including contracts for electricity, natural gas, natural gas liquids and other commodities that are

settled by the delivery of the commodity or cash throughout the United States. If the values of these contracts change in a direction or manner that we do not anticipate or cannot manage, it could negatively affect our results of operations. In the past, certain marketing and trading companies have experienced severe financial problems due to price volatility in the energy commodity markets. In certain instances this volatility has caused companies to be unable to deliver energy commodities that they had guaranteed under contract. If such a delivery failure were to occur in one of our contracts, we might incur additional losses to the extent of amounts, if any, already paid to, or received from, counterparties. In addition, in our businesses, we often extend credit to our counterparties. Despite performing credit analysis prior to extending credit, we are exposed to the risk that we might not be able to collect amounts owed to us. If the counterparty to such a financing transaction fails to perform and any collateral that secures our counterparty's obligation is inadequate, we will suffer a loss.

If we are unable to perform under our energy agreements, we could be required to pay damages. These damages generally would be based on the difference between the market price to acquire replacement energy or energy services and the relevant contract price. Depending on price volatility in the wholesale energy markets, such damages could be significant.

Risks Related to Regulations that Affect our Industry

Our natural gas sales, transmission, and storage operations are subject to government regulations and rate proceedings that could have an adverse impact on our results of operations.

Our interstate natural gas sales, transmission, and storage operations conducted through our Gas Pipelines business are subject to the FERC's rules and regulations in accordance with the Natural Gas Act of 1938 and the Natural Gas Policy Act of 1978. The FERC's regulatory authority extends to:

- transportation and sale for resale of natural gas in interstate commerce;
- rates and charges;
- construction;
- acquisition, extension or abandonment of services or facilities;
- accounts and records;
- depreciation and amortization policies;
- operating terms and conditions of service.

Regulatory actions in these areas can affect our business in many ways, including decreasing tariff rates and revenues, decreasing volumes in our pipelines, increasing our costs and otherwise altering the profitability of our business.

The FERC has taken certain actions to strengthen market forces in the natural gas pipeline industry that have led to increased competition throughout the industry. In a number of key markets, interstate pipelines are now facing competitive pressure from other major pipeline systems, enabling local distribution companies and end users to choose a transmission provider based on considerations other than location.

Competition in the markets in which we operate may adversely affect our results of operations.

We have numerous competitors in all aspects of our businesses, and additional competitors may enter our markets. Other companies with which we compete may be able to respond more quickly to new laws or regulations or emerging technologies, or to devote greater resources to the construction, expansion or refurbishment of their facilities than we can. In addition, current or potential competitors may make strategic acquisitions or have greater financial resources than we do, which could affect our ability to make investments or acquisitions. There can be no assurance that we will be able to compete successfully against current and future competitors and any failure to do so could have a material adverse effect on our businesses and results of operations.

Expiration of firm transportation agreements.

A substantial portion of the operating revenues of our Gas Pipelines are generated through firm transportation agreements that expire periodically and must be renegotiated and extended or replaced. We cannot give any assurance as to whether any of these agreements will be extended or replaced or that the terms of any renegotiated agreements will be as favorable as the existing agreements. Upon the expiration of these agreements, should customers turn back or substantially reduce their commitments, we could experience a negative effect to our results of operations.

Our revenues might decrease if we are unable to gain adequate, reliable and affordable access to transmission and distribution assets due to regulation by the FERC and regional authorities of wholesale market transactions for electricity and natural gas.

We depend on transmission and distribution facilities owned and operated by utilities and other energy companies to deliver the electricity and natural gas we buy and sell in the wholesale market. If transmission is disrupted, if capacity is inadequate, or if credit requirements or rates of such utilities or energy companies are increased, our ability to sell and deliver products might be hindered. The FERC has issued power transmission regulations that require wholesale electric transmission services to be offered on an open-access, non-discriminatory basis. Although these regulations are designed to encourage competition in wholesale market transactions for electricity, some companies may fail to provide fair and equal access to their transmission systems or may not provide sufficient transmission capacity to enable other companies to transmit electric power.

In addition, the independent system operators who oversee the transmission systems in regional power markets, such as California, have in the past been authorized to impose, and might continue to impose, price limitations and other mechanisms to address volatility in the power markets. These types of price limitations and other mechanisms might adversely impact the profitability of our wholesale power marketing and trading. Given the extreme volatility and lack of meaningful long-term price history in many of these markets and the imposition of price limitations by regulators, ISOs, RTOs or other market operators, we can offer no assurance that we will be able to operate profitably in all wholesale power markets or that our results of operations will not be adversely affected by the actions of these parties.

Our businesses are subject to complex government regulations. The operation of our businesses might be adversely affected by changes in these regulations or in their interpretation or implementation.

Existing regulations might be revised or reinterpreted, new laws and regulations might be adopted or become applicable to us or our facilities, and future changes in laws and regulations might have a detrimental effect on our business. Over the past few years, certain restructured energy markets have experienced supply problems and price volatility. In some of these markets, proposals have been made by governmental agencies and other interested parties to re-regulate areas of these markets which have previously been deregulated. Various forms of market controls and limitations including price caps and bid caps have already been implemented and new controls and market restructuring proposals are in various stages of development, consideration and implementation. We cannot assure you that changes in market structure and regulation will not adversely affect our business and results of operations. We also cannot assure you that other proposals to re-regulate will not be made or that legislative or other attention to these restructured energy markets will not cause the deregulation process to be delayed or reversed or otherwise adversely affect our business and results of operations.

The outcome of pending rate cases to set the rates we can charge customers on certain of our pipelines might result in rates that do not provide an adequate return on the capital we have invested in those pipelines.

We have filed rate cases with the FERC to request changes to the rates we charge on Northwest Pipeline and Transco. Although we have a pending settlement of our Northwest Pipeline rate case, we must still obtain approval of the settlement. Therefore, the outcome of both rate cases remains uncertain. There is a risk that rates set by the FERC will be lower than is necessary to provide us with an adequate return on the capital we have invested in these

assets. There is also the risk that higher rates will cause our customers to look for alternative ways to transport their natural gas.

Legal and regulatory proceedings and investigations relating to the energy industry and capital markets have adversely affected our business and may continue to do so.

Public and regulatory scrutiny of the energy industry and of the capital markets has resulted in increased regulation being either proposed or implemented. Such scrutiny has also resulted in various inquiries, investigations and court proceedings in which we are a named defendant. Both the shippers on our pipelines and regulators have rights to challenge the rates we charge under certain circumstances. Any successful challenge could materially affect our results of operations.

Certain inquiries, investigations and court proceedings are ongoing and continue to adversely affect our business as a whole. We might see these adverse effects continue as a result of the uncertainty of these ongoing inquiries and proceedings, or additional inquiries and proceedings by federal or state regulatory agencies or private plaintiffs. In addition, we cannot predict the outcome of any of these inquiries or whether these inquiries will lead to additional legal proceedings against us, civil or criminal fines or penalties, or other regulatory action, including legislation, which might be materially adverse to the operation of our business and our revenues and net income or increase our operating costs in other ways. Current legal proceedings or other matters against us arising out of our ongoing and discontinued operations including environmental matters, disputes over gas measurement, royalty payments, shareholder class action suits, regulatory appeals and similar matters might result in adverse decisions against us. The result of such adverse decisions, either individually or in the aggregate, could be material and may not be covered fully or at all by insurance.

Risks Related to Accounting Standards

Potential changes in accounting standards might cause us to revise our financial results and disclosures in the future, which might change the way analysts measure our business or financial performance.

Accounting irregularities discovered in the past few years across various industries have forced regulators and legislators to take a renewed look at accounting practices, financial disclosures, companies' relationships with their independent registered public accounting firms and retirement plan practices. We cannot predict the ultimate impact of any future changes in accounting regulations or practices in general with respect to public companies or the energy industry or in our operations specifically.

In addition, the Financial Accounting Standards Board (FASB) or the SEC could enact new accounting standards that might impact how we are required to record revenues, expenses, assets, liabilities and equity.

Risks Related to Market Volatility and Risk Measurement and Hedging Activities

Our risk measurement and hedging activities might not be effective and could increase the volatility of our results.

We manage our commodity price risk for our unregulated businesses as a whole. Although we have systems in place that use various methodologies to quantify risk, these systems might not always be followed or might not always be effective. Further, such systems do not in themselves manage risk, particularly risks outside of our control, and adverse changes in energy commodity market prices, volatility, adverse correlation of commodity prices, the liquidity of markets, changes in interest rates and other risks discussed in this report might still adversely affect our earnings, cash flows and balance sheet under applicable accounting rules, even if risks have been identified.

In an effort to manage our financial exposure related to commodity price and market fluctuations, we have entered into contracts to hedge certain risks associated with our assets and operations, including our long-term tolling agreements. In these hedging activities, we have used fixed-price, forward, physical purchase and sales contracts, futures, financial swaps and option contracts traded in the over-the-counter markets or on exchanges, as well as long-term structured transactions when feasible. Nevertheless, no single hedging arrangement can adequately address all risks present in a given contract. For example, a forward contract that would be effective

in hedging commodity price volatility risks would not hedge the tolling contract's counterparty credit or performance risk. Therefore, unhedged risks will always continue to exist. While we attempt to manage counterparty credit risk within guidelines established by our credit policy, we may not be able to successfully manage all credit risk and as such, future cash flows and results of operations could be impacted by counterparty default.

Our use of hedging arrangements through which we attempt to reduce the economic risk of our participation in commodity markets could result in increased volatility of our reported results and could also result in reported cash flows in future years not reflecting the realization of increases in the fair value of derivatives that have already been reflected in our income statements. Changes in the fair values (gains and losses) of derivatives that qualify as hedges under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," (SFAS 133) to the extent that such hedges are not fully effective in offsetting changes to the value of the hedged commodity, as well as changes in the fair value of derivatives that do not qualify as hedges under SFAS 133, must be recorded in our income. This creates the risk of volatility in earnings even if no economic impact to the Company has occurred during the applicable period. During the period from 2002 to 2004 when our Power business was for sale, most changes in the fair value of derivatives used in our Power business were reflected in our earnings as net forward unrealized mark-to-market gains. As a result, in future periods if the cash benefits associated with those hedges are actually realized, the value will not be reflected as earnings on our income statement, having already been recorded as earnings in prior years.

The impact of changes in market prices for natural gas on the average gas prices received by us may be reduced based on the level of our hedging strategies. These hedging arrangements may limit our potential gains if the market prices for natural gas were to rise substantially over the price established by the hedge. In addition, our hedging arrangements expose us to the risk of financial loss in certain circumstances, including instances in which:

- production is less than expected;
- a change in the difference between published price indexes established by pipelines in which our hedged production is delivered and the reference price established in the hedging arrangements is such that we are required to make payments to our counterparties;
- the counterparties to our hedging arrangements fail to honor their financial commitments.

Risks Related to Employees, Outsourcing of Non-Core Support Activities, and Technology

Institutional knowledge residing with current employees nearing retirement eligibility might not be adequately preserved.

In certain segments of our business, institutional knowledge resides with employees who have many years of service. As these employees reach retirement age, we may not be able to replace them with employees of comparable knowledge and experience. In addition, we may not be able to retain or recruit other qualified individuals and our efforts at knowledge transfer could be inadequate. If knowledge transfer, recruiting and retention efforts are inadequate, access to significant amounts of internal historical knowledge and expertise could become unavailable to us.

Failure of the outsourcing relationships might negatively impact our ability to conduct our business.

Some studies indicate a high failure rate of outsourcing relationships. Although we have taken steps to build a cooperative and mutually beneficial relationship with our outsourcing providers and to closely monitor their performance, a deterioration in the timeliness or quality of the services performed by the outsourcing providers or a failure of all or part of these relationships could lead to loss of institutional knowledge and interruption of services necessary for us to be able to conduct our business.

Our ability to receive services from outsourcing provider locations outside of the United States might be impacted by cultural differences, political instability, or unanticipated regulatory requirements in jurisdictions outside the United States.

Certain of our accounting, information technology, application development, and helpdesk services are currently provided by an outsourcing provider from service centers outside of the United States. The economic and political conditions in certain countries from which our outsourcing providers may provide services to us present similar risks of business operations located outside of the United States previously discussed, including risks of interruption of business, war, expropriation, nationalization, renegotiation, trade sanctions or nullification of existing contracts and changes in law or tax policy, that are greater than in the United States.

Our current information technology infrastructure is aging and may adversely affect our ability to conduct our business.

Limited capital spending for information technology infrastructure during 2001-2003 resulted in an aging server environment that may be less efficient, may require more personnel and capital resources to maintain and upgrade than more current systems, and may not be adequate for our current business needs. While efforts are ongoing to update the environment, the current age and condition of equipment could result in loss of internal and external communications, loss of data, inability to access data when needed, excessive software downtime (including downtime for critical software applications), and other disruptions that could have a material adverse impact on our business and results of operations.

Risks Related to Weather, other Natural Phenomena and Business Disruption

Our assets and operations can be adversely affected by weather and other natural phenomena.

Our assets and operations, including those located offshore, can be adversely affected by hurricanes, earthquakes, tornadoes and other natural phenomena and weather conditions including extreme temperatures, making it more difficult for us to realize the historic rates of return associated with these assets and operations.

Acts of terrorism could have a material adverse effect on our financial condition, results of operations and cash flows.

Our assets and the assets of our customers and others may be targets of terrorist activities that could disrupt our business or cause significant harm to our operations, such as full or partial disruption to our ability to generate, produce, process, transmit, transport or distribute electricity, natural gas or natural gas liquids. Acts of terrorism as well as events occurring in response to or in connection with acts of terrorism could cause environmental repercussions that could result in a significant decrease in revenues or significant reconstruction or remediation costs, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

We own property in 32 states plus the District of Columbia in the United States and in Argentina, Canada and Venezuela.

Power's primary assets are its term contracts, related systems and technological support. In addition, affiliates of Power own the Hazelton and Milagro generating facilities described above. In our Gas Pipeline and Midstream segments, we generally own our facilities, although a substantial portion of our pipeline and gathering facilities is constructed and maintained pursuant to rights-of-way, easements, permits, licenses or consents on and across properties owned by others. In our Exploration & Production segment, the majority of our ownership interest in exploration and production properties is held as working interests in oil and gas leaseholds.

Item 3. Legal Proceedings

The information called for by this item is provided in Note 15 of the Notes to Consolidated Financial Statements of this report, which information is incorporated by reference into this item.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Executive Officers of the Registrant

The name, age, period of service, and title of each of our executive officers as of February 22, 2007, are listed below.

Alan S. Armstrong	Senior Vice President, Midstream Age: 44 Position held since February 2002. From 1999 to February 2002, Mr. Armstrong was Vice President, Gathering and Processing for Midstream. From 1998 to 1999 he was Vice President, Commercial Development for Midstream.
James J. Bender	Senior Vice President and General Counsel Age 50 Position held since December 2002. Prior to joining us, Mr. Bender was Senior Vice President and General Counsel with NRG Energy, Inc., a position held since June 2000, prior to which he was Vice President, General Counsel and Secretary of NRG Energy Inc. since June 1997. NRG Energy, Inc. filed a voluntary bankruptcy petition during 2003 and its plan of reorganization was approved in December 2003.
Donald R. Chappel	Senior Vice President and Chief Financial Officer Age: 55 Position held since April 2003. Prior to joining us, Mr. Chappel during 2000 founded and served as chief executive officer of a development business in Chicago, Illinois through April 2003, when he joined us. Mr. Chappel joined Waste Management, Inc. in 1987 and held various financial, administrative and operational leadership positions, including twice serving as chief financial officer, during 1997 and 1998 and most recently during 1999 through February 2000.
Ralph A. Hill	Senior Vice President, Exploration & Production Age: 47 Position held since December 1998. Mr. Hill was vice president of the exploration and production unit from 1993 to 1998 as well as Senior Vice President Petroleum Services from 1998 to 2003.
William E. Hobbs	Senior Vice President, Power Age: 47 Position held since October 2002. From February 2000 to October 2002, Mr. Hobbs was President and Chief Executive Officer of Williams Energy Marketing & Trading. From 1997 to February 2000, he served as a Vice President of various Williams subsidiaries.

Michael P. Johnson, Sr.

Senior Vice President and Chief Administrative Officer

Age: 59

Position held since May 2004.

Mr. Johnson was named our Senior Vice President of Human Resources and Administration in April 1999. Prior to joining us in December 1998, he held officer level positions, such as Vice President of Human Resources, Vice President for Corporate People Strategies, and Vice President Human Resource Services, for Amoco Corporation from 1991 to 1998.

Steven J. Malcolm

Chairman of the Board, Chief Executive Officer and President

Age: 58

Position held since September 2001.

Mr. Malcolm was elected Chief Executive Officer of Williams in January 2002 and Chairman of the Board in May 2002. He was elected President and Chief Operating Officer in September 2001. Prior to that, he was our Executive Vice President from May 2001, President and Chief Executive Officer of our subsidiary Williams Energy Services, LLC, since December 1998 and the Senior Vice President and General Manager of our subsidiary, Williams Field Services Company, since November 1994.

Phillip D. Wright

Senior Vice President, Gas Pipeline

Age: 51

Position held since January 2005.

From October 2002 to January 2005, Mr. Wright served as Chief Restructuring Officer. From September 2001 to October 2002, Mr. Wright served as President and Chief Executive Officer of our subsidiary Williams Energy Services. From 1996 until September 2001, he was Senior Vice President, Enterprise Development and Planning for our energy services group. Mr. Wright has held various positions with us since 1989.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

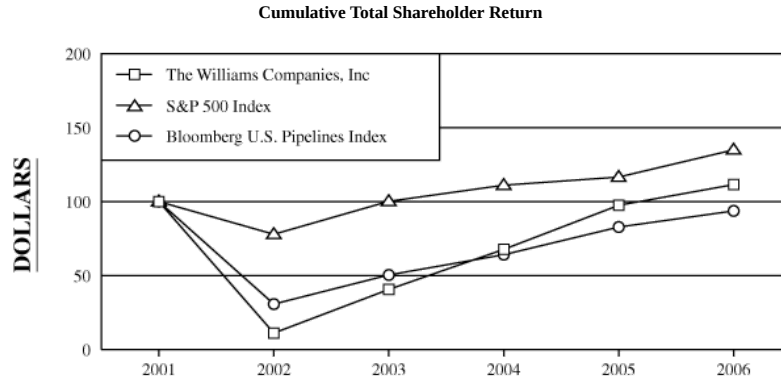
Our common stock is listed on the New York Stock Exchange and NYSE Arca Equities Exchanges under the symbol "WMB." At the close of business on February 22, 2007, we had approximately 11,875 holders of record of our common stock. The high and low closing sales price ranges (New York Stock Exchange composite transactions) and dividends declared by quarter for each of the past two years are as follows:

Quarter	2006			2005		
	High	Low	Dividend	High	Low	Dividend
1st	\$ 25.12	\$ 19.49	\$.075	\$ 19.29	\$ 15.29	\$.05
2nd	\$ 23.36	\$ 20.33	\$.09	\$ 19.21	\$ 16.29	\$.05
3rd	\$ 25.23	\$ 22.51	\$.09	\$ 25.05	\$ 19.16	\$.075
4th	\$ 27.95	\$ 22.95	\$.09	\$ 25.40	\$ 19.97	\$.075

Some of our subsidiaries' borrowing arrangements limit the transfer of funds to us. These terms have not impeded, nor are they expected to impede, our ability to pay dividends. However, until January 20, 2005, the credit agreements underlying our two unsecured revolving credit facilities totaling \$500 million prohibited us from paying quarterly cash dividends on our common stock in excess of \$0.05 per share. On January 20, 2005, these facilities were terminated and replaced with two new facilities. As part of the transaction, the dividend restriction, along with most of the other restrictive covenants, was removed from the new credit agreements.

Performance Graph

Set forth below is a line graph comparing our cumulative total stockholder return on our common stock (assuming reinvestment of dividends) with the cumulative total return of the S&P 500 Stock Index and the Bloomberg U.S. Pipeline Index for the period of five fiscal years commencing January 1, 2002. The Bloomberg U.S. Pipeline Index is composed of El Paso, Equitable Resources, Questar, Kinder Morgan, TransCanada, Spectra Energy, Enbridge and Williams. The graph below assumes an investment of \$100 at the beginning of the period.



	2001	2002	2003	2004	2005	2006
The Williams Companies, Inc.	100.0	11.1	40.6	67.7	97.5	111.5
S&P 500 Index	100.0	77.9	100.2	111.1	116.6	135.0
Bloomberg U.S. Pipelines Index	100.0	30.7	50.4	64.1	82.8	93.7

Item 6. Selected Financial Data

The following financial data as of December 31, 2006 and 2005, and for the three years ended December 31, 2006, are an integral part of, and should be read in conjunction with, the consolidated financial statements and related notes. All other amounts have been prepared from our financial records. Certain amounts below have been restated or reclassified. See Note 1 of Notes to Consolidated Financial Statements in Part II Item 8 for discussion of changes in 2006, 2005 and 2004. Information concerning significant trends in the financial condition and results of operations is contained in *Management's Discussion & Analysis of Financial Condition and Results of Operations* of this report.

	2006	2005	(Millions, except per-share amounts)		2003	2002
Revenues(1)	\$ 11,812.9	\$ 12,583.6	\$ 12,461.3	\$ 16,651.0	\$ 3,434.5	
Income (loss) from continuing operations(2)	332.8	317.4	93.2	(57.5)	(618.4)	
Income (loss) from discontinued operations(3)	(24.3)	(2.1)	70.5	326.6	(136.3)	
Cumulative effect of change in accounting principles(4)	—	(1.7)	—	(761.3)	—	
Diluted earnings (loss) per common share:						
Income (loss) from continuing operations	.55	.53	.18	(.17)	(1.37)	
Income (loss) from discontinued operations	(.04)	—	.13	.63	(.26)	
Cumulative effect of change in accounting principles	—	—	—	(1.47)	—	
Total assets at December 31	25,402.4	29,442.6	23,993.0	27,021.8	34,988.5	
Short-term notes payable and long-term debt due within one year at December 31	392.1	122.6	250.1	938.5	2,077.1	
Long-term debt at December 31	7,622.0	7,590.5	7,711.9	11,039.8	11,075.7	
Stockholders' equity at December 31	6,073.2	5,427.5	4,955.9	4,102.1	5,049.0	
Cash dividends per common share	.345	.25	.08	.04	.42	

- (1) As part of our adoption of Emerging Issues Task Force Issue No. 02-3 "Issues Involved in Accounting for Derivative Contracts Held for Trading Purposes and Contracts Involved in Energy Trading and Risk Management Activities," (EITF 02-3), we concluded that revenues and costs of sales from nonderivative contracts and certain physically settled derivative contracts should generally be reported on a gross basis. Prior to the adoption on January 1, 2003, these revenues were presented net of costs. As permitted by EITF 02-3, prior year amounts have not been restated. Additionally, *revenues* within our Power segment in 2003 includes approximately \$117 million related to the correction of the accounting treatment previously applied to certain third-party derivative contracts during 2002 and 2001.
- (2) See Note 4 of Notes to Consolidated Financial Statements for discussion of asset sales and other accruals in 2006, 2005, and 2004.
- (3) See Note 2 of Notes to Consolidated Financial Statements for the analysis of the 2006, 2005 and 2004 income (loss) from discontinued operations. Results for the years 2003 and 2002 also include amounts related to the discontinued operations of certain gas processing and natural gas liquid operations in Canada, a soda ash mining operation, our interest and investment in Williams Energy Partners, a bio-energy operation, certain natural gas production properties, Texas Gas Transmission Corporation, refining and marketing operations in the midsouth, retail travel centers in the midsouth, Central natural gas pipeline, Mid-America pipeline, Seminole pipeline and Kern River pipeline.
- (4) The 2005 *cumulative effect of change in accounting principles* is due to implementation of Interpretation (FIN) 47, "Accounting for Conditional Asset Retirement Obligations — an Interpretation of FASB Statement No. 143." The 2003 cumulative effect of change in accounting principles includes a \$762.5 million charge related to the adoption of EITF 02-3, slightly offset by \$1.2 million related to the adoption of Statement of Financial Accounting Standards (SFAS) No. 143, "Accounting for Asset Retirement Obligations." The \$762.5 million charge primarily consisted of the then fair value of power tolling, load serving, gas transportation and gas storage contracts. These contracts are not derivatives and, therefore, are no longer reported at fair value.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**General**

We are primarily a natural gas company, engaged in finding, producing, gathering, processing, and transporting natural gas. We also manage a wholesale power business. Our operations are located principally in the United States and are organized into the following reporting segments: Exploration & Production, Gas Pipeline, Midstream Gas & Liquids (Midstream), and Power. (See Note 1 of Notes to Consolidated Financial Statements for further discussion of reporting segments.)

Unless indicated otherwise, the following discussion of critical accounting estimates, discussion and analysis of results of operations and financial condition and liquidity relates to our current continuing operations and should be read in conjunction with the consolidated financial statements and notes thereto included in Part II Item 8 of this document.

Overview of 2006

Our plan for 2006 was focused on continued disciplined growth. Objectives and highlights of this plan included:

Objectives	Highlights
Continuing to improve both EVA [®] and segment profit.	2006 segment profit increased \$185.8 million to \$1,468.3 million, which contributed to improving our EVA [®] .
Investing in our natural gas businesses in a way that improves EVA [®] , meets customer needs, and enhances our competitive position.	Total capital expenditures were approximately \$2.5 billion, of which approximately \$1.4 billion was invested in Exploration & Production.
Continuing to increase natural gas production in a responsible and efficient manner.	Exploration & Production increased its average daily production by approximately 21% over last year and also added 597 billion cubic feet equivalent in net reserves during 2006. Additionally, we received 2006 industry awards including Hydrocarbon Producer of the Year and North America's Best Field Rejuvenation.
Accelerating additional asset transactions between us and Williams Partners L.P., our master limited partnership.	Williams Partners L.P. acquired 100 percent of Williams Four Corners LLC for a total of \$1.583 billion.
Increasing the scale of our gathering and processing business in key growth basins.	We invested approximately \$257 million in capital expenditures in Midstream including Deepwater Gulf expansion projects and completing the expansion of our Opal gas processing facility.
Filing new rates to enable our Gas Pipeline segment to create additional value.	Northwest Pipeline and Transco each filed a general rate case with the Federal Energy Regulatory Commission (FERC). In January 2007, Northwest Pipeline reached a settlement in its pending rate case. The settlement is subject to FERC approval, which is expected by mid-2007.

Objectives	Highlights
Executing power contracts that reduce risk while adding new business and strengthening future cash flow potential.	During 2006, Power completed several new power sales contracts that increase the value of the portfolio and provide additional cash-flow certainty in future periods. Additionally, in early 2007, Power executed power sales agreements in southern California through 2011.

Our 2006 *income from continuing operations* increased to \$332.8 million, as compared to \$317.4 million in 2005. Our *net cash provided by operating activities* was \$1,889.6 million in 2006 compared to \$1,449.9 million in 2005. These comparative results reflect the benefit of strong natural gas liquid margins partially offset with resolution of certain legacy litigation issues. In addition to achieving these results, the following represent significant actions or events that occurred during the year:

Recent Events

In June 2006, Williams Partners L.P. acquired 25.1 percent of our interest in Williams Four Corners LLC for \$360 million. The acquisition was completed after Williams Partners L.P. successfully closed a \$150 million private debt offering of senior unsecured notes due 2011 and an equity offering of approximately \$225 million in net proceeds. In December 2006, Williams Partners L.P. acquired the remaining 74.9 percent interest in Williams Four Corners LLC for \$1.223 billion. The acquisition was completed after Williams Partners L.P. successfully closed a \$600 million private debt offering of senior unsecured notes due 2017, a private equity offering of approximately \$350 million of common and Class B units, and a public equity offering of approximately \$294 million in net proceeds. The debt and equity issued by Williams Partners L.P. is reported as a component of our consolidated debt balance and minority interest balance, respectively. Williams Four Corners LLC owns certain gathering, processing and treating assets in the San Juan Basin in Colorado and New Mexico.

In December 2006, Northwest Pipeline completed and placed into service its capacity replacement project in the state of Washington. The project involved abandoning 268 miles of 26-inch pipeline and replacing it with approximately 80 miles of 36-inch pipeline constructed in four sections along the same pipeline corridor. Additionally, Northwest Pipeline modified five existing compressor stations and created additional net horsepower.

Northwest Pipeline and Transco have each filed a general rate case with the FERC. Northwest Pipeline reached a settlement in its pending rate case. The settlement is subject to FERC approval, which is expected by mid-2007. The new rates for Northwest Pipeline are effective in January 2007, subject to refund. The new rates for Transco are expected to be effective in March 2007, subject to refund.

In April 2006, Transco issued \$200 million aggregate principal amount of 6.4 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Transco completed an offer to exchange all of these notes for substantially identical notes registered under the Securities Act of 1933, as amended.

In April 2006, we retired a secured floating-rate term loan for \$488.9 million, including outstanding principal and accrued interest. The loan was due in 2008 and secured by substantially all of the assets of Williams Production RMT Company. The loan was retired using a combination of cash and revolving credit borrowings.

In May 2006, we replaced our \$1.275 billion secured revolving credit facility with a \$1.5 billion unsecured revolving credit facility. The new facility contains similar terms and financial covenants as the secured facility, but contains certain additional restrictions. (See Note 11 of Notes to Consolidated Financial Statements.)

In May 2006, our Board of Directors approved a regular quarterly dividend of 9 cents per share of common stock, which reflects an increase of 20 percent compared with the 7.5 cents per share paid in each of the three prior quarters.

In June 2006, Northwest Pipeline issued \$175 million aggregate principal amount of 7 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Northwest

Pipeline completed an offer to exchange all of these notes for substantially identical notes registered under the Securities Act of 1933, as amended.

In June 2006, we reached an agreement-in-principle to settle class-action securities litigation filed on behalf of purchasers of our securities between July 24, 2000, and July 22, 2002, for a total payment of \$290 million to plaintiffs. We funded our \$145 million portion of the settlement with cash-on-hand in November 2006, with the balance funded directly by our insurers. We recorded a pre-tax charge for approximately \$161 million in second quarter 2006. This settlement did not have a material effect on our liquidity position. (See Note 15 of Notes to Consolidated Financial Statements.)

On July 31, 2006, and August 1, 2006, we received a verdict in civil litigation related to a contractual dispute surrounding certain natural gas processing facilities known as Gulf Liquids. We recorded a pre-tax charge for approximately \$88 million in second quarter 2006 related to this loss contingency. (See Note 15 of Notes to Consolidated Financial Statements.)

Our property insurance coverage levels and premiums were revised during the second quarter of 2006. In general, our coverage levels have decreased while our premiums have increased. These changes reflect general trends in our industry due to hurricane-related damages in recent years.

In November 2005, we initiated an offer to convert our 5.5 percent junior subordinated convertible debentures into our common stock. In January 2006, we converted approximately \$220.2 million of the debentures in exchange for 20.2 million shares of common stock, a \$25.8 million cash premium, and \$1.5 million of accrued interest.

Outlook for 2007

Our plan for 2007 is focused on continued disciplined growth. Objectives of this plan include:

- Continue to improve both EVA[®] and segment profit.
- Invest in our natural gas businesses in a way that improves EVA[®], meets customer needs, and enhances our competitive position.
- Continue to increase natural gas production and reserves.
- Increase the scale of our gathering and processing business in key growth basins.
- Successfully resolving the rate cases for both Northwest Pipeline and Transco.
- Execute power contracts that offset a significant percentage of our financial obligations associated with our tolling agreements.

Potential risks and/or obstacles that could prevent us from achieving these objectives include:

- Volatility of commodity prices;
- Lower than expected levels of cash flow from operations;
- Decreased drilling success at Exploration & Production;
- Exposure associated with our efforts to resolve regulatory and litigation issues (see Note 15 of Notes to Consolidated Financial Statements);
- General economic and industry downturn.

We continue to address these risks through utilization of commodity hedging strategies, focused efforts to resolve regulatory issues and litigation claims, disciplined investment strategies, and maintaining our desired level of at least \$1 billion in liquidity from cash and revolving credit facilities.

New Accounting Standards and Emerging Issues

Accounting standards that have been issued and are not yet effective may have a material effect on our Consolidated Financial Statements in the future. These include:

- SFAS No. 157 “Fair Value Measurements” (SFAS 157). The effective date for this Statement is for fiscal years beginning after November 15, 2007. We will assess the impact on our Consolidated Financial Statements.
- FASB Interpretation No. 48 “Accounting for Uncertainty in Income Taxes — an interpretation of FASB Statement No. 109” (FIN 48).

FIN 48 prescribes guidance for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. To recognize a tax position, the enterprise determines whether it is more likely than not that the tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured at the largest amount of benefit, determined on a cumulative probability basis, that is greater than 50 percent likely of being realized upon ultimate settlement.

We adopted FIN 48 as of January 1, 2007. The cumulative effect of applying the Interpretation will be reported as an adjustment to the opening balance of retained earnings. The net impact of the cumulative effect of adopting FIN 48 is expected to be in the range of a \$10 million to \$20 million decrease in retained earnings.

See *Recent Accounting Standards* in Note 1 of Notes to Consolidated Financial Statements for further information on these and other recently issued accounting standards.

Critical Accounting Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts therein. We have discussed the following accounting estimates and assumptions as well as related disclosures with our Audit Committee. We believe that the nature of these estimates and assumptions is material due to the subjectivity and judgment necessary, or the susceptibility of such matters to change, and the impact of these on our financial condition or results of operations.

Revenue Recognition — Derivative Instruments and Hedging Activities

We hold a substantial portfolio of energy trading and nontrading contracts for a variety of purposes. We review these contracts to determine whether they are nonderivatives or derivatives. If they are derivatives, we further assess whether the contracts qualify for either cash flow hedge accounting or the normal purchases and normal sales exception.

The determination of whether a derivative contract qualifies as a cash flow hedge includes an analysis of historical market price information to assess whether the derivative is expected to be highly effective in achieving offsetting cash flows attributed to the hedged risk. We also assess whether the hedged forecasted transaction is probable of occurring. This assessment requires us to exercise judgment and consider a wide variety of factors in addition to our intent, including internal and external forecasts, historical experience, changing market and business conditions, our financial and operational ability to carry out the forecasted transaction, the length of time until the forecasted transaction is projected to occur, and the quantity of the forecasted transaction. In addition, we compare actual cash flows to those that were expected from the underlying risk. If a hedged forecasted transaction is not probable of occurring, or if the derivative contract is not expected to be highly effective, the derivative does not qualify for hedge accounting.

For derivatives that are designated as cash flow hedges, we do not reflect changes in their fair value in earnings until the associated hedged item affects earnings. For those that have not been designated as hedges or do not qualify for hedge accounting, we recognize the net change in their fair value in income currently (marked to market).

For derivatives that are designated as cash flow hedges, we prospectively discontinue hedge accounting and recognize future changes in fair value directly in earnings if we no longer expect the hedge to be highly effective, or if we believe that the hedged forecasted transaction is no longer probable of occurring. If the forecasted transaction becomes probable of not occurring, we must also reclass amounts previously recorded in other comprehensive income into earnings in addition to prospectively discontinuing hedge accounting. If the effectiveness of the derivative improves and is again expected to be highly effective in offsetting cash flows attributed to the hedged risk, or if the forecasted transaction again becomes probable, we may prospectively re-designate the derivative as a hedge of the underlying risk.

Derivatives for which the normal purchases and normal sales exception has been elected are accounted for on an accrual basis. In determining whether a derivative is eligible for this exception, we assess whether the contract provides for the purchase or sale of a commodity that will be physically delivered in quantities expected to be used or sold over a reasonable period in the normal course of business. In making this assessment, we consider numerous factors, including the quantities provided under the contract in relation to our business needs, delivery locations per the contract in relation to our operating locations, duration of time between entering the contract and delivery, past trends and expected future demand, and our past practices and customs with regard to such contracts. Additionally, we assess whether it is probable that the contract will result in physical delivery of the commodity and not net financial settlement.

The fair value of derivative contracts is determined based on the nature of the transaction and the market in which transactions are executed. We also incorporate assumptions and judgments about counterparty performance and credit considerations in our determination of their fair value. Contracts are executed in the following environments:

- Organized commodity exchange or over-the-counter markets with quoted prices;
- Organized commodity exchange or over-the-counter markets with quoted market prices but limited price transparency, requiring increased judgment to determine fair value;
- Markets without quoted market prices.

The number of transactions executed without quoted market prices is limited. We estimate the fair value of these contracts by using readily available price quotes in similar markets and other market analyses. The fair value of all derivative contracts is continually subject to change as the underlying commodity market changes and our assumptions and judgments change.

Additional discussion of the accounting for energy contracts at fair value is included in Energy Trading Activities within Item 7 and Note 1 of Notes to Consolidated Financial Statements.

Oil- and Gas-Producing Activities

We use the successful efforts method of accounting for our oil- and gas-producing activities. Estimated natural gas and oil reserves and forward market prices for oil and gas are a significant part of our financial calculations. Following are examples of how these estimates affect financial results:

- An increase (decrease) in estimated proved oil and gas reserves can reduce (increase) our unit-of-production depreciation, depletion and amortization rates.
- Changes in oil and gas reserves and forward market prices both impact projected future cash flows from our oil and gas properties. This, in turn, can impact our periodic impairment analyses, including that for goodwill.

The process of estimating natural gas and oil reserves is very complex, requiring significant judgment in the evaluation of all available geological, geophysical, engineering, and economic data. After being estimated internally, 99.9 percent of our reserve estimates are either audited or prepared by independent experts. The data may change substantially over time as a result of numerous factors, including additional development activity, evolving production history, and a continual reassessment of the viability of production under changing economic conditions. As a result, material revisions to existing reserve estimates could occur from time to time. A revision of our reserve estimates within reasonably likely parameters is not expected to result in an impairment of our oil and

gas properties or goodwill. However, reserve estimate revisions would impact our depreciation and depletion expense prospectively. For example, a change of approximately 10 percent in oil and gas reserves for each basin would change our annual *depreciation, depletion and amortization* expense between approximately \$25 million and \$31 million. The actual impact would depend on the specific basins impacted and whether the change resulted from proved developed, proved undeveloped or a combination of these reserve categories.

Forward market prices, which are utilized in our impairment analyses, include estimates of prices for periods that extend beyond those with quoted market prices. This forward market price information is consistent with that generally used in evaluating our drilling decisions and acquisition plans. These market prices for future periods impact the production economics underlying oil and gas reserve estimates. The prices of natural gas and oil are volatile and change from period to period, thus impacting our estimates. An unfavorable change in the forward price curve within reasonably likely parameters is not expected to result in an impairment of our oil and gas properties or goodwill.

Contingent Liabilities

We record liabilities for estimated loss contingencies, including environmental matters, when we assess that a loss is probable and the amount of the loss can be reasonably estimated. Revisions to contingent liabilities are reflected in income in the period in which new or different facts or information become known or circumstances change that affect the previous assumptions with respect to the likelihood or amount of loss. Liabilities for contingent losses are based upon our assumptions and estimates and upon advice of legal counsel, engineers, or other third parties regarding the probable outcomes of the matter. As new developments occur or more information becomes available, our assumptions and estimates of these liabilities may change. Changes in our assumptions and estimates or outcomes different from our current assumptions and estimates could materially affect future results of operations for any particular quarterly or annual period. See Note 15 of Notes to Consolidated Financial Statements.

Valuation of Deferred Tax Assets and Tax Contingencies

We have deferred tax assets resulting from certain investments and businesses that have a tax basis in excess of the book basis and from tax carry-forwards generated in the current and prior years. We must evaluate whether we will ultimately realize these tax benefits and establish a valuation allowance for those that may not be realizable. This evaluation considers tax planning strategies, including assumptions about the availability and character of future taxable income. At December 31, 2006, we have approximately \$926 million of deferred tax assets for which a \$36 million valuation allowance has been established. When assessing the need for a valuation allowance, we considered forecasts of future company performance, the estimated impact of potential asset dispositions and our ability and intent to execute tax planning strategies to utilize tax carryovers. Based on our projections, we believe that it is probable that we can utilize our year-end 2006 federal tax net operating losses carryovers and charitable contribution carryovers prior to their expiration. We do not expect to be able to utilize \$36 million of foreign deferred tax assets related to carryovers. See Note 5 of Notes to Consolidated Financial Statements for additional information regarding the tax carryovers. The ultimate amount of deferred tax assets realized could be materially different from those recorded, as influenced by potential changes in jurisdictional income tax laws and the circumstances surrounding the actual realization of related tax assets.

We regularly face challenges from domestic and foreign tax authorities regarding the amount of taxes due. These challenges include questions regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. In evaluating the liability associated with our various filing positions, we record a liability for probable tax contingencies. The ultimate disposition of these contingencies could have a significant impact on net cash flows. To the extent we were to prevail in matters for which accruals have been established or were required to pay amounts in excess of our accrued liability, our effective tax rate in a given financial statement period may be materially impacted.

Pension and Postretirement Obligations

We have employee benefit plans that include pension and other postretirement benefits. Pension and other postretirement benefit plan expense and obligations are calculated by a third-party actuary and are impacted by various estimates and assumptions. These estimates and assumptions include the expected long-term rates of return

on plan assets, discount rates, expected rate of compensation increase, health care cost trend rates, and employee demographics, including retirement age and mortality. These assumptions are reviewed annually and adjustments are made as needed. The assumptions utilized to compute expense and the benefit obligations are shown in Note 7 of Notes to Consolidated Financial Statements. The following table presents the estimated increase (decrease) in pension and other postretirement benefit expense and obligations resulting from a one-percentage-point change in the specified assumption.

	Benefit Expense		Benefit Obligation	
	One-Percentage-Point Increase	One-Percentage-Point Decrease	One-Percentage-Point Increase	One-Percentage-Point Decrease
	(Millions)			
Pension benefits:				
Discount rate	\$ (12)	\$ 14	\$ (129)	\$ 151
Expected long-term rate of return on plan assets	(10)	10	—	—
Rate of compensation increase	2	(2)	14	(13)
Other postretirement benefits:				
Discount rate	(1)	1	(41)	47
Expected long-term rate of return on plan assets	(2)	2	—	—
Assumed health care cost trend rate	6	(5)	61	(48)

The expected long-term rates of return on plan assets are determined by combining a review of historical returns realized within the portfolio, the investment strategy included in the plans' Investment Policy Statement, and the capital market projections provided by our independent investment consultant for the asset classifications in which the portfolio is invested as well as the target weightings of each asset classification. These rates are impacted by changes in general market conditions, but because they are long-term in nature, short-term market swings do not significantly impact the rates. Changes to our target asset allocation would also impact these rates. Our expected long-term rate of return on plan assets used for our pension plans is 7.75 percent for 2006 and was 8.5 percent from 2002-2005. Over the past ten years, our actual average return on plan assets for our pension plans has been approximately 7.9 percent.

The discount rates are used to discount future benefit cash flows to today's dollars. Decreases in these rates increase the obligation and, generally, increase the related expense. The discount rates for our pension and other postretirement benefit plans were determined separately based on an approach specific to our plans and their respective expected benefit cash flows as described in Note 7 of Notes to Consolidated Financial Statements. Our discount rate assumptions are impacted by changes in general economic and market conditions that affect interest rates on long-term high-quality corporate bonds.

The expected rate of compensation increase represents average long-term salary increases. An increase in this rate causes pension obligation and expense to increase.

The assumed health care cost trend rates are based on our actual historical cost rates that are adjusted for expected changes in the health care industry.

Results of Operations

Consolidated Overview

The following table and discussion is a summary of our consolidated results of operations for the three years ended December 31, 2006. The results of operations by segment are discussed in further detail following this consolidated overview discussion.

	Years ended December 31,						
	2006 (Millions)	\$ Change from 2005(1)	% Change from 2005(1)	2005 (Millions)	\$ Change from 2004(1)	% Change from 2004(1)	2004 (Millions)
Revenues	\$ 11,812.9	\$ -770.7	-6%	\$ 12,583.6	\$ +122.3	+1%	\$ 12,461.3
Costs and expenses:							
Costs and operating expenses	9,973.6	+897.4	+8%	10,871.0	-119.3	-1%	10,751.7
Selling, general and administrative expenses	449.2	-123.8	-38%	325.4	+30.1	+8%	355.5
Other (income) expense — net	20.7	+40.5	+66%	61.2	-112.8	NM	(51.6)
General corporate expenses	132.1	+13.4	+9%	145.5	-25.7	-21%	119.8
Securities litigation settlement and related costs	167.3	-157.9	NM	9.4	-9.4	NM	—
Total costs and expenses	10,742.9			11,412.5			11,175.4
Operating income	1,070.0			1,171.1			1,285.9
Interest accrued — net	(658.9)	+5.6	+1%	(664.5)	+163.2	+20%	(827.7)
Investing income	173.0	+149.3	NM	23.7	-24.3	-51%	48.0
Early debt retirement costs	(31.4)	-31.0	NM	(.4)	+281.7	+100%	(282.1)
Minority interest in income of consolidated subsidiaries	(40.0)	-14.3	-56%	(25.7)	-4.3	-20%	(21.4)
Other income — net	26.4	-0.7	-3%	27.1	+5.3	+24%	21.8
Income from continuing operations before income taxes and cumulative effect of change in accounting principle	539.1			531.3			224.5
Provision for income taxes	206.3	+7.6	+4%	213.9	-82.6	-63%	131.3
Income from continuing operations	332.8			317.4			93.2
Income (loss) from discontinued operations	(24.3)	-22.2	NM	(2.1)	-72.6	NM	70.5
Income before cumulative effect of change in accounting principle	308.5			315.3			163.7
Cumulative effect of change in accounting principle	—	+1.7	+100%	(1.7)	-1.7	NM	—
Net income	\$ 308.5			\$ 313.6			\$ 163.7

(1) + = Favorable change to net income; — = Unfavorable change to net income; NM = A percentage calculation is not meaningful due to change in signs, a zero-value denominator or a percentage change greater than 200.

2006 vs. 2005

The decrease in revenues is primarily due to lower power and natural gas realized revenues at Power. These revenues declined due to lower sales volumes associated with reducing the scope of our trading activities and lower natural gas sales prices. Partially offsetting these decreases are increased crude, olefin and natural gas liquid (NGL) marketing revenues and higher NGL production revenue at Midstream and increased production revenue at Exploration & Production.

The decrease in costs and operating expenses is largely due to decreased power purchase volumes and reduced natural gas purchase prices at Power. Partially offsetting these decreases are increased crude, olefin and NGL.

marketing purchases and operating expenses at Midstream and increased depreciation, depletion and amortization and lease operating expense at Exploration & Production.

The increase in *selling, general and administrative (SG&A) expenses* is primarily due to increased personnel costs, insurance expense, higher information systems support costs and the absence of a \$17.1 million reduction of pension expense at Gas Pipeline in 2005. Additionally, Exploration & Production experienced higher costs due to increased staffing in support of increased drilling and operational activity.

Other (income) expense — net within operating income in 2006 includes:

- A \$72.7 million accrual for a Gulf Liquids litigation contingency;
- Income of \$12.7 million due to reducing contingent obligations associated with our former distributive power generation business at Power;
- Income of \$9 million due to a settlement of an international contract dispute at Midstream;

Other (income) expense — net within operating income in 2005 includes:

- An \$82.2 million accrual for litigation contingencies at Power, associated primarily with agreements reached to substantially resolve exposure related to certain natural gas price and volume reporting issues;
- Gains totaling \$29.6 million on the sale of certain natural gas properties at Exploration & Production;
- A gain of \$9 million on a sale of land in our Other segment.

General corporate expenses decreased primarily due to the absence of \$13.8 million of insurance settlement charges in 2005 associated with certain insurance coverage allocation issues.

The *securities litigation settlement and related costs* is the result of settling class-action securities litigation filed on behalf of purchasers of our securities between July 24, 2000 and July 22, 2002.

Interest accrued — net in 2006 includes \$22 million in interest expense associated with our Gulf Liquids litigation contingency.

The increase in *investing income* is due to:

- The absence of an \$87.2 million impairment in 2005 on our investment in Longhorn Partners Pipeline, L.P. (Longhorn);
- The absence of a \$23 million impairment in 2005 of our Aux Sable Liquid Products, L.P. (Aux Sable) equity investment;
- An approximate \$37 million increase in interest income primarily associated with increased earnings on cash and cash equivalent balances associated with higher rates of return;
- Increased equity earnings of \$33.3 million due largely to the absence of equity losses in 2006 on Longhorn and increased earnings of our Discovery Producer Services LLC (Discovery) and Aux Sable investments;

These increases are partially offset by:

- A \$16.4 million impairment of a Venezuelan cost-based investment at Exploration & Production;
- The absence of an \$8.6 million gain on sale of our remaining Mid-America Pipeline (MAPL) and Seminole Pipeline (Seminole) investments at Midstream in 2005.

Early debt retirement costs in 2006 includes \$25.8 million in premiums and \$1.2 million in fees related to the January 2006 debt conversion and \$4.4 million of accelerated amortization of debt expenses related to the retirement of the debt secured by assets of Williams Production RMT Company.

The increase in *minority interest in income of consolidated subsidiaries* is primarily due to the growth of Williams Partners L.P., our consolidated master limited partnership.

Provision for income taxes changed favorably during the year. The effective income tax rate for 2006 is slightly higher than the federal statutory rate primarily due to state income taxes, the effect of taxes on foreign operations, nondeductible convertible debenture expenses and an accrual for income tax contingencies, partially offset by the favorable resolution of federal income tax litigation and the utilization of charitable contribution carryovers not previously benefited. The 2006 effective income tax rate has been increased by an adjustment to increase overall deferred income tax liabilities. The effective income tax rate for 2005 is higher than the federal statutory rate due primarily to state income taxes, nondeductible expenses, the effect of taxes on foreign operations and the inability to utilize charitable contribution carryovers. The 2005 effective income tax rate was reduced by an adjustment to reduce overall deferred income tax liabilities and favorable settlements on federal and state income tax matters. (See Note 5 of Notes to Consolidated Financial Statements.)

Income (loss) from discontinued operations in 2006 includes:

- An \$11.9 million net-of-tax litigation settlement related to our former chemical fertilizer business;
- A \$3.7 million net-of-tax charge associated with the settlement of a loss contingency related to a former exploration business;
- A \$9.1 million net-of-tax charge associated with an oil purchase contract related to our former Alaska refinery.

Cumulative effect of change in accounting principle in 2005 is due to the implementation of FIN 47. (See Note 9 of Notes to Consolidated Financial Statements.)

2005 vs. 2004

The increase in revenues is due primarily to increased revenues at Exploration & Production due to higher natural gas prices and production volumes sold and gas management income, and at Midstream due primarily to increased NGL prices and crude marketing revenue. Partially offsetting these increases is decreased revenue at Power due primarily to the absence of crude and refined products activity and reduced net forward unrealized mark-to-market gains.

The increase in *costs and operating expenses* is due primarily to increased crude marketing costs and increased NGL costs at Midstream in addition to increased depreciation, depletion and amortization and gas management expense at Exploration & Production. Partially offsetting these increases are decreased costs at Power primarily due to the absence of crude and refined products activity.

The decrease in *SG&A expenses* is primarily due to the \$17.1 million reduction in expenses at Gas Pipeline to record the cumulative impact of a correction to pension expense attributable to the periods 2003 and 2004 and a \$9.7 reduction of bad debt expense at Power resulting from the sale of certain receivables to a third party. Partially offsetting these items is increased staffing costs at Exploration & Production in support of increased operational drilling activity.

Other (income) expense — net, within *operating income*, in 2004 includes:

- Income of \$93.6 million from an insurance arbitration award associated with Gulf Liquids at Midstream;
- Gains of \$16.2 million from the sale of Exploration & Production's securities, invested in a coal seam royalty trust, that were purchased for resale;
- A \$9.5 million gain on the sale of Louisiana olefins assets at Midstream;
- A \$15.4 million loss provision related to an ownership dispute on prior period production included at Exploration & Production;
- An \$11.8 million environmental expense accrual related to the Augusta refinery facility included in our Other segment;
- A \$9 million write-off of previously capitalized costs on an idled segment of Northwest Pipeline's system included at Gas Pipeline.

The increase in *general corporate expenses* is due primarily to the \$13.8 million of expense related to the settlement of certain insurance coverage issues and a \$16 million increase in outside legal costs associated primarily with securities class action matters.

The decrease in *interest accrued — net* is due primarily to lower average borrowing levels in 2005 as compared to 2004.

The decrease in *investing income* is due primarily to a \$76.4 increase in impairment charges on our investment in Longhorn, a \$13.9 million increase in Longhorn equity losses, and the \$23 million impairment of our Aux Sable equity investment. Partially offsetting these decreases are the following increases:

- A \$30.4 million increase in domestic and international equity earnings, excluding Longhorn and Aux Sable;
- The absence in 2005 of a \$20.8 million impairment of an international cost-based investment;
- The absence in 2005 of a \$16.9 million impairment of our Discovery equity investment;
- The \$8.6 million gain on the sale of our remaining interests in the MAPL and Seminole assets;
- The absence in 2005 of a \$6.5 million Longhorn recapitalization fee.

Early debt retirement costs include premiums, fees and expenses related to the retirement of debt.

Provision for income taxes changed unfavorably primarily due to increased pre-tax income in 2005 as compared to 2004. The effective income tax rate for 2005 is higher than the federal statutory rate due primarily to state income taxes, nondeductible expenses, the effect of taxes on foreign operations and the inability to utilize charitable contribution carryovers. The 2005 effective income tax rate has been reduced by an adjustment to reduce the overall deferred income tax liabilities and favorable settlements on federal and state income tax matters. The effective income tax rate for 2004 is higher than the federal statutory rate due primarily to state income taxes, a charge associated with charitable contribution carryovers and the effect of taxes on foreign operations. A 2004 accrual for income tax contingencies was offset by favorable settlements of certain federal and state income tax matters. (See Note 5 of Notes to Consolidated Financial Statements.)

Income (loss) from discontinued operations in 2004 is comprised of gains on the sales of the Canadian straddle plants and the Alaska refinery of \$189.8 million and \$3.6 million, respectively, as well as \$22 million in income from our Canadian straddles discontinued operation. Partially offsetting these are \$153 million of charges to increase our accrued liability associated with certain Quality Bank litigation matters.

Results of Operations — Segments

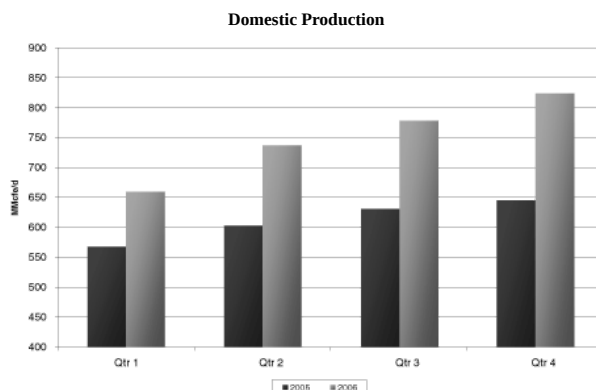
We are currently organized into the following segments: Exploration & Production, Gas Pipeline, Midstream, Power, and Other. Other primarily consists of corporate operations. Our management currently evaluates performance based on segment profit (loss) from operations. (See Note 17 of Notes to Consolidated Financial Statements.)

Exploration & Production

Overview of 2006

In 2006, we focused on our objective to rapidly expand development of our drilling inventory. This resulted in significant growth as evidenced by the following accomplishments:

- We increased average daily domestic production levels by approximately 23 percent over last year, surpassing our goal of 15 to 20 percent. The average daily domestic production was approximately 752 million cubic feet of gas equivalent (MMcfe) compared to 612 MMcfe in 2005. The increased production is primarily due to increased development within the Piceance and Powder River basins.



2006 domestic production grew 23 percent or 140 MMcfe per day over 2005

- We continued to increase our development drilling program during 2006. We drilled 1,783 gross wells in 2006 compared to 1,627 in 2005. This contributed to the addition of 597 billion cubic feet equivalent (Bcfe) in net reserves — a replacement rate for our domestic production of 216 percent in 2006 compared to 277 percent in 2005. Capital expenditures for domestic drilling, development, gathering facilities and acquisition activity in 2006 were approximately \$1.4 billion compared to approximately \$768 million in 2005.

The benefit of higher production volumes to operating results was more than offset by the downward trending of natural gas market prices during the year and increased operating costs. The increase in operating costs reflects an increase in our production volumes combined with a general industry condition of greater demand for services and products as production activities increase in our key basins.

Significant events

At December 31, 2006, all ten new state-of-the-art FlexRig⁴ drilling rigs have been placed into service pursuant to our lease agreement with Helmerich & Payne. The March 2005 contract provided for the operation of the drilling rigs, each for a primary lease term of three years. This arrangement supports our continuing objective to

accelerate the pace of natural gas development in the Piceance basin through both deployment of the additional rigs and through the drilling and operational efficiencies of the new rigs.

In 2006, we increased our position in the Fort Worth basin by acquiring producing properties and undeveloped leasehold interests for approximately \$64 million. These acquisitions increased our diversification into the Mid-Continent region and will allow us to use our horizontal drilling expertise to develop wells in the Barnett Shale formation.

Outlook for 2007

Our expectations and objectives for 2007 include:

- Maintaining our development drilling program in our key basins of Piceance, Powder River, San Juan, Arkoma, and Fort Worth through planned capital expenditures of \$1.3 to \$1.4 billion.
- Continuing to grow our domestic average daily production level with a goal of 10 to 20 percent annual growth.

Approximately 172 MMcfe, or 18 percent, of our forecasted 2007 daily production is hedged by NYMEX and basis fixed price contracts at prices that average \$3.90 per Mcfe at a basin level. In addition, we have collar agreements for each month in 2007 as follows:

- NYMEX collar agreement for approximately 15 MMcfe per day at a weighted-average floor price of \$6.50 per Mcfe and a weighted-average ceiling price of \$8.25 per Mcfe.
- Northwest Pipeline/Rockies collar agreement for approximately 50 MMcfe per day at a floor price of \$5.65 per Mcfe and a ceiling price of \$7.45 per Mcfe at a basin level.
- El Paso/San Juan collar agreements totaling approximately 130 MMcfe per day at a weighted average floor price of \$5.98 per Mcfe and a weighted average ceiling price of \$9.63 per Mcfe at a basin level.
- Mid-Continent (PEPL) collar agreements totaling approximately 75 MMcfe per day at a weighted average floor price of \$6.82 per Mcfe and a weighted average ceiling price of \$10.80 per Mcfe at a basin level.

We have recently entered into a five-year unsecured credit agreement with certain banks in order to reduce margin requirements related to our hedging activities as well as lower transaction fees. Margin requirements, if any, under this new facility are dependent on the level of hedging and on natural gas reserves value.

Additional risks to achieving our expectations include weather conditions at certain of our locations during the first and fourth quarters of 2007, drilling rig availability, obtaining permits as planned for drilling, and market price movements.

Year-Over-Year Operating Results

	Years Ended December 31,		
	2006	2005 (Millions)	2004
Segment revenues	\$ 1,487.6	\$ 1,269.1	\$ 777.6
Segment profit	\$ 551.5	\$ 587.2	\$ 235.8

2006 vs. 2005

Total *segment revenues* increased \$218.5 million, or 17 percent, primarily due to the following:

- \$165 million, or 15 percent, increase in domestic production revenues reflecting \$245 million primarily associated with a 23 percent increase in natural gas production volumes sold, offset by a decrease of \$80 million associated with a 6 percent decrease in net realized average prices. The increase in production volumes is primarily from the Piceance and Powder River basins and the decrease in prices reflects the downward trending of market prices in the latter part of 2006.

- \$10 million increase in production revenues from our international operations primarily due to increases in net realized average prices for crude oil production volumes sold.
- \$14 million of net unrealized gains in 2006 from hedge ineffectiveness and forward mark-to-market gains on certain basis swaps not designated as hedges as compared to \$10 million in net unrealized losses attributable to hedge ineffectiveness from NYMEX collars in 2005.

To manage the commodity price risk and volatility of owning producing gas properties, we enter into derivative sales contracts that fix the sales price relating to a portion of our future production. Approximately 40 percent of domestic production in 2006 was hedged by NYMEX and basis fixed price contracts at a weighted average price of \$3.82 per Mcfe at a basin level compared to 47 percent hedged at a weighted average price of \$3.99 per Mcfe in 2005. In addition, approximately 15 percent of domestic production was hedged by the following collar agreements in 2006:

- NYMEX collar agreement for approximately 49 MMcfe per day at a floor price of \$6.50 per Mcfe and a ceiling price of \$8.25 per Mcfe.
- NYMEX collar agreement for approximately 15 MMcfe per day at a floor price of \$7.00 per Mcfe and a ceiling price of \$9.00 per Mcfe.
- Northwest Pipeline/Rockies collar agreement for approximately 50 MMcfe per day at a floor price of \$6.05 per Mcfe and a ceiling price of \$7.90 per Mcfe at a basin level.

In 2005, approximately 10 percent of domestic production was hedged by a NYMEX collar agreement for approximately 50 MMcfe per day at a floor price of \$7.50 per Mcfe and a ceiling price of \$10.49 per Mcfe in the first quarter and at a floor price of \$6.75 per Mcfe and a ceiling price of \$8.50 per Mcfe in the second, third, and fourth quarters, and a Northwest Pipeline/Rockies collar agreement for approximately 50 MMcfe per day in the fourth quarter at a floor price of \$6.10 per Mcfe and a ceiling price of \$7.70 per Mcfe.

Our hedges are executed with our Power segment, which, in turn, executes offsetting derivative contracts with unrelated third parties. Generally, Power bears the counterparty performance risks associated with unrelated third parties. Hedging decisions are made considering our overall commodity risk exposure and are not executed independently by Exploration & Production.

Total costs and expenses increased \$257 million, primarily due to the following:

- \$107 million higher depreciation, depletion and amortization expense primarily due to higher production volumes and increased capitalized drilling costs;
- \$54 million higher lease operating expense primarily due to the increased number of producing wells and higher well service and industry costs due to increased demand and approximately \$6 million for out-of-period expenses related to 2005. Our management has concluded that the effect of this item is not material to our consolidated results for 2006, or prior periods, or to our trend of earnings;
- \$19 million higher operating taxes primarily due to higher production volumes sold and increased tax rates;
- \$33 million higher selling, general and administrative expenses primarily due to higher compensation for additional staffing in support of increased drilling and operational activity. In addition, we incurred higher legal, insurance, and information technology support costs related to the increased activity;
- The absence in 2006 of \$29.6 million of gains on the sales of properties in 2005.

The \$35.7 million decrease in *segment profit* is primarily due to lower net realized average prices and higher *costs and expenses* as discussed previously, and the absence in 2006 of \$29.6 million of gains on the sales of properties in 2005. Partially offsetting these decreases are a 23 percent increase in domestic production volumes sold and an increase in income from ineffectiveness and forward mark-to-market gains. *Segment profit* also includes an \$8 million increase in our international operations primarily due to higher revenue and equity earnings as a result of increases in net realized average prices for crude oil production volumes sold.

2005 vs. 2004

The \$491.5 million, or 63 percent increase in *segment revenues* is primarily due to an increase in domestic production revenues of \$434 million during 2005 reflecting higher net realized average prices and higher production volumes sold. Also contributing to the increase is a \$58 million increase in revenues from gas management activities, offset in *costs and expenses*, and \$13 million increased production revenues from our international operations. Partially offsetting these increases is \$10 million in net unrealized losses attributable to NYMEX collars from hedge ineffectiveness.

The increase in domestic production revenues primarily results from \$319 million higher revenues associated with a 42 percent increase in net realized average prices for production sold as well as a \$115 million increase associated with an 18 percent increase in average daily production volumes. The higher net realized average prices reflect the benefit of the lower volumes hedged in 2005 as compared to 2004 coupled with higher market prices for natural gas in 2005. The increase in production volumes primarily reflects an increase in the number of producing wells resulting from our successful 2005 drilling program.

Approximately 77 percent of domestic production in 2004 was hedged at a weighted average price of \$3.65 per Mcfe at a basin level.

Total *costs and expenses* increased \$147 million, primarily due to the following:

- \$62 million higher depreciation, depletion and amortization expense primarily due to higher production volumes and increased capitalized drilling costs;
- \$16 million higher lease operating expense from the increased number of producing wells and generally higher industry costs;
- \$23 million higher operating taxes primarily due to increased market prices and production volumes sold;
- \$18 million higher selling, general and administrative expenses primarily due to higher compensation and increased staffing in 2005 in support of increased drilling and operational activity;
- \$58 million higher gas management expenses associated with higher revenues from gas management activities, offset in *segment revenues*;
- \$11 million lower gain in 2005 than in 2004 on the sale of securities associated with our coal seam royalty trust that were previously purchased for resale.

These increased *costs and expenses* are partially offset by the absence in 2005 of a \$15.4 million loss provision related to an ownership dispute on prior period production in 2004, a \$7.9 million gain on the sale of an undeveloped leasehold position in Colorado in the first quarter of 2005, and a \$21.7 million gain on the sale of certain outside operated properties in the Powder River basin area of Wyoming in the third quarter of 2005.

The \$351.4 million increase in *segment profit* is primarily due to increased revenues from higher volumes and higher net realized average prices, as well as the gains on sales of assets, partially offset by higher expenses as discussed above. *Segment profit* also includes a \$19 million increase in our international operations reflecting higher revenue and equity earnings resulting from higher net realized oil and gas prices.

Gas Pipeline

Overview

We operate, through our Northwest Pipeline and Transco subsidiaries, approximately 14,400 miles of pipeline from the Gulf Coast to the northeast United States and from northern New Mexico to the Pacific Northwest with a total annual throughput of approximately 2,500 trillion BTUs. Additionally, we hold a 50 percent interest in Gulfstream Natural Gas System, L.L.C. (Gulfstream). This asset, which extends from the Mobile Bay area in Alabama to markets in Florida, has current transportation capacity of 1.1 MMd/d.

Our strategy to create value for our shareholders focuses on maximizing the utilization of our pipeline capacity by providing high quality, low cost transportation of natural gas to large and growing markets.

Gas Pipeline's interstate transmission and storage activities are subject to regulation by the FERC and as such, our rates and charges for the transportation of natural gas in interstate commerce, and the extension, expansion or abandonment of jurisdictional facilities and accounting, among other things, are subject to regulation. The rates are established through the FERC's ratemaking process. Changes in commodity prices and volumes transported have little impact on revenues because the majority of cost of service is recovered through firm capacity reservation charges in transportation rates.

Significant events of 2006 include:

Filing of rate cases

During 2006, Northwest Pipeline and Transco each filed general rate cases with the FERC for increases in rates due to higher costs in recent years. The new rates are effective, subject to refund, in January 2007 for Northwest Pipeline and in March 2007 for Transco. We expect the new rates to result in significantly higher revenues.

In January 2007, Northwest Pipeline reached a settlement in its pending rate case. The settlement is subject to FERC approval, which is expected by mid-2007.

Gulfstream

In March 2006, our equity method investee, Gulfstream, announced a new long-term agreement with a Florida utility company, which fully subscribed the pipeline's mainline capacity on a long-term basis. Under the agreement, Gulfstream will extend its existing pipeline approximately 35 miles within Florida. The agreement is subject to the approval of various authorities. Construction of the extension is anticipated to begin in early 2008 with a targeted completion of summer 2008.

In May 2006, Gulfstream announced a new agreement to provide 155 Mdt/d of natural gas to a Florida utility. In December 2006, Gulfstream filed an application with the FERC seeking approval to expand its pipeline system to provide the additional capacity. Under this agreement, Gulfstream will construct approximately 17.5 miles of 20 inch pipeline and the installation of a new compressor facility. If approved, all of the facilities will be placed into service by January 2009.

Parachute Lateral project

In August 2006, we received FERC approval to construct a 37.6-mile expansion that will provide additional natural gas transportation capacity in northwest Colorado. The planned expansion will increase capacity by 450 Mdt/d through the 30-inch diameter line and is estimated to cost approximately \$86 million. The expansion is expected to be in service in March 2007.

Grays Harbor

Effective January 2005, Duke Energy Trading and Marketing, LLC (Duke) terminated its firm transportation agreement related to Northwest Pipeline's Grays Harbor lateral. In January 2005, Duke paid Northwest Pipeline \$94 million for the remaining book value of the asset and the related income taxes. We and Duke have not agreed on the amount of the income taxes due Northwest Pipeline as a result of the contract termination. We have deferred the \$6 million difference between the proceeds and net book value of the lateral pending resolution of the disputed early termination obligation.

On June 16, 2005, we filed a Petition for a Declaratory Order with the FERC requesting that it rule on our interpretation of our tariff to aid in resolving the dispute with Duke. On July 15, 2005, Duke filed a motion to intervene and provided comments supporting its position concerning the issues in dispute.

On October 4, 2006, the FERC issued its Order on Petition for Declaratory Order, providing clarification on issues relating to Duke's obligation to reimburse us for future tax expenses. We reviewed the Order and filed a request for rehearing requesting further clarification of certain items. Based upon the order, as written, we do not anticipate any adverse impact to our results of operations or financial position.

Northwest Pipeline capacity replacement project

In September 2005, we received FERC approval to construct and operate approximately 80 miles of 36-inch pipeline loop as a replacement for most of the capacity previously served by 268 miles of 26-inch pipeline in the Washington state area. The capacity replacement as well as the abandonment of the old capacity was completed in December 2006. In addition to the capacity replacement, five existing compressor stations were modified, and we increased net horsepower.

Outlook for 2007

Leidy to Long Island expansion project

In May 2006, we received FERC approval to expand Transco's natural gas pipeline in the northeast United States. The estimated cost of the project is approximately \$141 million with three-quarters of that spending expected to occur in 2007. The expansion will provide 100 Mdt/d of incremental firm capacity and is expected to be in service by November 2007.

Potomac expansion project

In July 2006, we filed an application with the FERC to expand Transco's existing facilities in the Mid-Atlantic region of the United States by constructing 16.5 miles of 42-inch pipeline. The project will provide 165 Mdt/d of incremental firm capacity. The estimated cost of the project is approximately \$74 million, with an anticipated in-service date of November 2007.

Year-Over-Year Operating Results

	Years Ended December 31,		
	2006	2005 (Millions)	2004
Segment revenues	\$ 1,347.7	\$ 1,412.8	\$ 1,362.3
Segment profit	\$ 467.4	\$ 585.8	\$ 585.8

Significant 2005 adjustments

Operating results for 2005 included:

- Adjustments of \$17.7 million reflected as a \$12.1 million reduction of *costs and operating expenses* and a \$5.6 million reduction of *SG&A expenses*. These cost reductions were corrections of the carrying value of certain liabilities that were recorded in prior periods. Based on a review by management, these liabilities were no longer required.
- Pension expense reduction of \$17.1 million in the second quarter of 2005 to reflect the cumulative impact of a correction of an error attributable to 2003 and 2004. The error was associated with our third-party actuarial computation of annual net periodic pension expense and resulted from the identification of errors in certain Transco participant data involving annuity contract information utilized for 2003 and 2004.
- Adjustments of \$37.3 million reflected as increases in *costs and operating expenses* related to \$32.1 million of prior period accounting and valuation corrections for certain inventory items and an accrual of \$5.2 million for contingent refund obligations.

Our management concluded that the effects of these adjustments were not material to our consolidated results for 2005 or prior periods, or to our trend of earnings.

2006 vs. 2005

Revenues decreased \$65.1 million, or 5 percent, due primarily to \$75 million lower revenues associated with exchange imbalance settlements (offset in *costs and operating expenses*). Partially offsetting this decrease is a \$9 million increase in revenue due to an adjustment for the recovery of state income tax rate changes (offset in *provision for income taxes*).

Costs and operating expenses decreased \$17 million, or 2 percent, due primarily to:

- A decrease in costs of \$75 million associated with exchange imbalance settlements (offset in *revenues*);
- A decrease in costs of \$37.3 million related to the absence of \$32.1 million of 2005 prior period accounting and valuation corrections for certain inventory items and an accrual of \$5.2 million for contingent refund obligations.

Partially offsetting these decreases are:

- An increase in contract and outside service costs of \$23 million due primarily to higher pipeline assessment and repair costs;
- An increase in depreciation expense of \$15 million due to property additions;
- An increase in operating and maintenance expenses of \$15 million;
- An increase in operating taxes of \$10 million;
- The absence of \$14.2 million of income in 2005 associated with the resolution of litigation;
- The absence of \$12.1 million of expense reductions during 2005 related to the carrying value of certain liabilities.

SG&A expenses increased \$77 million, or 92 percent, due primarily to:

- An increase in personnel costs of \$18 million;
- The absence of a 2005 \$17.1 million reduction in pension costs to correct an error in prior periods;
- An increase in information systems support costs of \$16 million;
- An increase in property insurance expenses of \$14 million;
- The absence of \$5.6 million of cost reductions in 2005 that related to correcting the carrying value of certain liabilities.

The \$118.4 million, or 20 percent, decrease in *segment profit* is due primarily to the absence of significant 2005 adjustments as previously discussed, increases in *costs and operating expenses* and *SG&A expenses* as previously discussed, and the absence of a \$4.6 million construction completion fee recognized in 2005 related to our investment in Gulfstream.

2005 vs. 2004

The \$50.5 million, or 4 percent, increase in Gas Pipeline *revenues* is due primarily to \$86 million higher revenues associated with exchange imbalance cash-out settlements (offset in *costs and operating expenses*). Partially offsetting this increase is \$24 million lower transportation revenues due primarily to the termination of the Grays Harbor contract, and \$11 million lower revenues associated with reimbursable costs, which are passed through to customers (offset in *costs and operating expenses* and *SG&A expenses*).

Costs and operating expenses increased \$109 million, or 16 percent, due primarily to:

- An increase in costs of \$86 million associated with exchange imbalances (offset in *revenues*);
- The increase in costs of \$32.1 million due to prior period accounting and valuation corrections related to inventory, as previously discussed;
- An increase in operating and maintenance expense of \$14 million due primarily to increased contract service costs, materials and supplies and rental fees;
- The increase in costs of \$5.2 million due to an accrual for contingent refund obligations, as previously discussed.

Partially offsetting these increases are decreases due to:

- Income of \$14.2 million associated with the resolution of the litigation related to recovery of gas costs;
- The cost reduction of \$12.1 million due to adjusting the carrying value of certain liabilities, as previously discussed;
- Lower reimbursable costs of \$5 million (offset in *revenues*).

SG&A *expenses* decreased approximately \$38 million, or 31 percent, due to the \$17.1 million reduction in pension costs to correct a prior period error, \$6 million lower reimbursable costs (offset in *revenues*), and the reversal of \$5.6 million of prior period accruals.

Comparative *segment profit* is unchanged from 2004. The following are significant components of 2005 segment profit:

- The reduction in pension costs of \$17.1 million to correct a prior period error, as previously discussed;
- An increase in Gulfstream equity earnings of \$14 million due to the realization of a \$4.6 million construction fee award on the completion of the Phase II expansion project coupled with increased revenues associated with the Gulfstream expansions;
- Income of \$14.2 million from the reversal of the contingency related to recovery of gas costs;
- The \$17.7 million reversal of prior period accruals;
- The increase in costs of \$32.1 million due to prior period accounting and valuation corrections related to inventory;
- An increase in operating and maintenance expense of \$14 million due primarily to increased contract service costs, materials and supplies and rental fees;
- A decrease in transportation revenue of \$24 million due primarily to the termination of the Grays Harbor contract.

Midstream Gas & Liquids

Overview of 2006

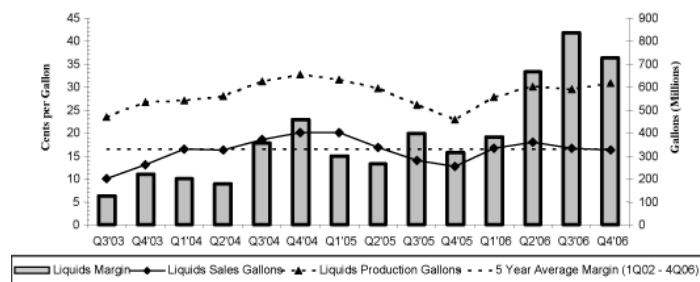
Midstream's ongoing strategy is to safely and reliably operate large-scale midstream infrastructure where our assets can be fully utilized and drive low per-unit costs. Our business is focused on consistently attracting new business by providing highly reliable service to our customers.

Significant events during 2006 included the following:

Favorable commodity price margins

The actual realized NGL per unit margins at our processing plants exceeded Midstream's rolling five-year average for the last four quarters. The geographic diversification of Midstream assets contributed significantly to our actual realized unit margins resulting in margins generally greater than that of the industry benchmarks for gas processed in the Henry Hub area and fractionated and sold at Mont Belvieu. The largest impact was realized at our western United States gas processing plants, which benefited from lower regional market natural gas prices. During 2006, NGL production rebounded from levels experienced in fourth-quarter 2005 in response to improved gas processing spreads as crude prices, which correlate to NGL prices, averaged \$66 per barrel and natural gas prices decreased.

Domestic Gathering and Processing Per Unit NGL Margin with Production and Sales Volumes by Quarter
(excludes partially owned plants)



Expansion efforts in growth areas

Consistent with our strategy, we continued to expand our midstream operations where we have large-scale assets in growth basins.

We continued construction at our existing gas processing plant located near Opal, Wyoming, to add a fifth cryogenic train capable of processing up to 350 MMcf/d, bringing total Opal capacity to approximately 1,450 MMcf/d. This plant expansion is being placed into service during the first quarter of 2007 to begin processing gas from the Pinedale Anticline field.

Also, we continued construction on a 37-mile extension of our oil and gas pipelines from our Devils Tower spar to the Blind Faith prospect located in Mississippi Canyon. This extension, estimated to cost approximately \$200 million, is expected to be ready for service by the second quarter of 2008.

In May 2006, we entered into an agreement to develop new pipeline capacity for transporting natural gas liquids from production areas in southwestern Wyoming to central Kansas. The other party to the agreement reimbursed us for the development costs we incurred to date for the proposed pipeline and initially will own 99 percent of the pipeline, known as Overland Pass Pipeline Company, LLC. We retained a 1 percent interest and have the option to increase our ownership to 50 percent and become the operator within two years of the pipeline becoming operational. Start-up is planned for early 2008. Additionally, we have agreed to dedicate our equity NGL volumes from our two Wyoming plants for transport under a long-term shipping agreement. The terms represent significant savings compared with the existing tariff and other alternatives considered.

Williams Partners L.P. acquires Four Corners gathering and processing business

In June 2006, Williams Partners L.P. acquired 25.1 percent of our interest in Williams Four Corners LLC for \$360 million. The acquisition was completed after Williams Partners L.P. closed a \$150 million private debt offering of senior unsecured notes due 2011 and an equity offering of approximately \$225 million in net proceeds. In December 2006, Williams Partners L.P. acquired the remaining 74.9 percent interest in Williams Four Corners LLC for \$1.223 billion. The acquisition was completed after Williams Partners L.P. closed a \$600 million private debt offering of senior unsecured notes due 2017, a private equity offering of approximately \$350 million of common and Class B units, and a public equity offering of approximately \$294 million in net proceeds. Williams Four Corners LLC owns certain gathering, processing and treating assets in the San Juan basin in Colorado and New Mexico.

We currently own approximately 22.5 percent of Williams Partners L.P., including the interests of the general partner, which is wholly owned by us. Considering the presumption of control of the general partner in accordance

with EITF Issue No. 04-5, Williams Partners L.P. is consolidated within the Midstream segment. (See Note 1 of Notes to Consolidated Financial Statements.) Midstream's segment profit includes 100 percent of Williams Partners L.P.'s segment profit, with the minority interest's share deducted below segment profit. The debt and equity issued by Williams Partners L.P. is reported as a component of our consolidated debt balance and minority interest balance, respectively.

Gulf Coast operations return to normal after 2005's hurricanes

In 2005, Hurricanes Dennis, Katrina and Rita caused temporary shut-downs of most of our facilities and our producers' facilities in the Gulf Coast region, which reduced product flows in the second half of 2005. Our major facilities resumed normal operations shortly after the passage of each hurricane except for our Devils Tower spar which returned to service in early November 2005 and our Cameron Meadows gas processing plant which returned to partial service in February 2006 and achieved full service in January 2007. Generally, overall product flows returned to pre-hurricane levels during the first quarter of 2006.

Gulf Liquids litigation

We recorded pre-tax charges totalling \$94.7 million resulting from jury verdicts in civil litigation. (See Note 15 of Notes to Consolidated Financial Statements.) These charges reflect our estimated exposure for actual damages of \$72.7 million, including estimated legal fees of \$4.7 million, and potential pre-judgment interest of \$22 million. Midstream Other segment profit reflects the \$72.7 million charge for the estimated actual damages and legal fees. The matter is related to a contractual dispute surrounding construction in 2000 and 2001 of certain refinery off-gas processing facilities by Gulf Liquids. In addition, it is reasonably possible that any ultimate judgment may include additional amounts of \$199 million in excess of our accrual, which represents our estimate of potential punitive damage exposure under Texas law. The jury verdicts are subject to trial and appellate court review. Entry of a judgment in the trial court is expected in the second or third quarter of 2007. If the trial court enters a judgment consistent with the jury's verdicts against us, we will seek a reversal through appeal.

Outlook for 2007

The following factors could impact our business in 2007 and beyond.

- As evidenced in recent years, natural gas and crude oil markets are highly volatile. NGL margins earned at our gas processing plants in the last four quarters were above our rolling five-year average, due to global economics maintaining high crude prices which correlate to strong NGL prices in relationship to natural gas prices. Forecasted domestic demand for ethylene and propylene, whose feedstock are ethane and propane, along with political instability in many of the key oil producing countries will continue to support unit margins in 2007 exceeding our rolling five-year average. We do not expect to achieve the record levels we experienced in 2006.
- Margins in our olefins unit are highly dependent upon continued economic growth within the U.S. and any significant slow down in the economy would reduce the demand for the petrochemical products we produce in both Canada and the U.S. Based on recent market price forecasts, we anticipate olefins unit margins to be slightly lower than 2006 levels.
- Gathering and processing revenues at our facilities are expected to be at or above levels of previous years due to continued strong drilling activities in our core basins.
- Revenues from deepwater production areas are often subject to risks associated with the interruption and timing of product flows which can be influenced by weather and other third-party operational issues.
- We will continue to invest in facilities in the growth basins in which we provide services. We expect continued expansion of our gathering and processing systems in our Gulf Coast and West regions to keep pace with increased demand for our services.
- We expect continued growth in the deepwater areas of the Gulf of Mexico to contribute to, and become a larger component of, our future segment revenues and segment profit. We expect these additional fee-

based revenues to lower our proportionate exposure to commodity price risks. We expect revenues from our deepwater production areas to decrease as volumes decline in 2007 and increase in 2008 as the extension of our oil and gas pipelines from our Devils Tower spar to the Blind Faith prospect is placed into service.

- In 2007 we will begin construction on our Perdido Norte project which includes oil and gas lines that expand the scale of our existing infrastructure in the western deepwater of the Gulf of Mexico. Additionally, we will be expanding our Markham gas processing facility to adequately serve this new gas production. The project is estimated to cost approximately \$480 million and be in service in the third quarter of 2009.
- We are currently negotiating with our customer in Venezuela to resolve approximately \$14 million in past due invoices related to labor escalation charges. The customer is not disputing the index used to calculate these charges and we have calculated the charges according to the terms of the contract. The customer does, however, believe the index has resulted in a disproportionate escalation over time. We believe the receivables, net of associated reserves, are fully collectible. Although we believe our negotiations will be successful, failure to resolve this matter could ultimately trigger default noncompliance provisions in the services agreement.
- The Venezuelan government continues its public criticism of U.S. economic and political policy, has implemented unilateral changes to existing energy related contracts, continues to publicly declare that additional energy contracts will be unilaterally amended, and that privately held assets will be expropriated, indicating that a level of political risk still remains.

Year-Over-Year Results

	Years Ended December 31,		
	2006	2005 (Millions)	2004
Segment revenues	\$ 4,124.7	\$ 3,232.7	\$ 2,882.6
Segment profit			
<i>Domestic gathering & processing</i>	626.8	379.7	385.8
<i>Venezuela</i>	98.4	94.7	85.6
<i>Other</i>	3.4	62.3	134.0
<i>Indirect general and administrative expense</i>	(70.3)	(65.5)	(55.7)
Total	<u>\$ 658.3</u>	<u>\$ 471.2</u>	<u>\$ 549.7</u>

In order to provide additional clarity, our management's discussion and analysis of operating results separately reflects the portion of general and administrative expense not allocated to an asset group as *indirect general and administrative expense*. These charges represent any overhead cost not directly attributable to one of the specific asset groups noted in this discussion.

2006 vs. 2005

The \$892.0 million increase in *segment revenues* is largely due to:

- A \$561 million increase in crude marketing revenues, which is offset by a similar change in costs, resulting from additional deepwater production coming on-line in November 2005;
- A \$165 million increase in revenues associated with the production of NGLs, primarily due to higher NGL prices combined with higher volumes;
- A \$137 million increase in the marketing of NGLs and olefins, which is offset by a similar change in costs;
- An \$83 million increase in fee-based revenues including \$52 million in higher production handling revenues;

- A \$44 million increase in revenues in our olefins unit due to higher volumes.

These increases were partially offset by an \$84 million reduction in NGL revenues due to a change in classification of NGL transportation and fractionation expenses from costs of goods sold to net revenues (offset in costs and operating expenses).

Segment costs and expenses increased \$707.3 million primarily as a result of:

- A \$561 million increase in crude marketing purchases, which is offset by a similar change in revenues;
- A \$137 million increase in NGL and olefins marketing purchases, offset by a similar change in revenues;
- An \$82 million increase in operating expenses including a \$10.6 million accounts payable accrual adjustment, higher system losses, depreciation, insurance expense, personnel and related benefit expenses, turbine overhauls, materials and supplies, compression and post-hurricane inspection and survey costs required by a government agency;
- A \$59 million increase in other expense including the \$68 million estimated exposure for actual damages for the Gulf Liquids litigation, partially offset by a \$9 million favorable settlement of a contract dispute;
- A \$20 million increase in costs associated with production in our olefins unit.

These increases were partially offset by:

- An \$84 million reduction in NGL transportation and fractionation expenses due to the above-noted change in classification (offset in revenues);
- A \$77 million decrease in plant fuel and costs associated with the production of NGLs due primarily to lower gas prices.

The \$187.1 million increase in Midstream *segment profit* is primarily due to higher NGL margins, higher deepwater production handling revenues, higher gathering and processing revenues, higher margins from our olefins unit, and a settlement of an international contract dispute, largely offset by the \$72.7 million charge related to the Gulf Liquids litigation contingency combined with higher operating costs and lower margins related to the marketing of olefins and NGLs. A more detailed analysis of the *segment profit* of Midstream's various operations is presented as follows.

Domestic gathering & processing

The \$247.1 million increase in *domestic gathering and processing segment profit* includes a \$143 million increase in the West region and a \$104 million increase in the Gulf Coast region.

The \$143 million increase in our West region's *segment profit* primarily results from higher product margins and higher gathering and processing revenues, partially offset by higher operating expenses. The significant components of this increase include the following:

- NGL margins increased \$166 million compared to 2005. This increase was driven by a decrease in costs associated with the production of NGLs, an increase in average per unit NGL prices and higher volumes resulting from lower NGL recoveries during the fourth quarter of 2005 caused by intermittent periods of uneconomical market commodity prices and a power outage and associated operational issues at our Opal, Wyoming facility. NGL margins are defined as NGL revenues less BTU replacement cost, plant fuel, transportation and fractionation expense.
- Gathering and processing fee revenues increased \$26 million. Gathering fees are higher as a result of higher average per-unit gathering rates. Processing volumes are higher due to customers electing to take liquids and pay processing fees.
- Operating expenses increased \$51 million including \$11 million in higher net system product losses as a result of system gains in 2005 compared to losses in 2006, a \$7 million accounts payable accrual adjustment; \$8 million in higher personnel and related benefit expenses; \$6 million in higher materials

and supplies; \$6 million in higher gathering fuel, \$4 million in higher leased compression costs; \$4 million in higher turbine overhaul costs; and \$4 million in higher depreciation.

The \$104 million increase in the Gulf Coast region's *segment profit* is primarily a result of higher NGL margins, higher volumes from our deepwater facilities, partially offset by higher operating expenses. The significant components of this increase include the following:

- NGL margins increased \$77 million compared to 2005. This increase was driven by an increase in average per unit NGL prices and a decrease in costs associated with the production of NGLs.
- Fee revenues from our deepwater assets increased \$52 million as a result of \$51 million in higher volumes flowing across the Devils Tower facility and \$22 million in higher Devils Tower unit-of-production rates recognized as a result of a new reserve study. These increases are partially offset by a \$21 million decline in other gathering and production handling revenues due to volume declines in other areas.
- Operating expenses increased \$25 million primarily as a result of \$12 million in higher insurance costs, \$4 million in higher depreciation expense on our deepwater assets, \$3 million in higher net system product losses as a result of lower gain volumes in 2006, \$2 million in post-hurricane inspection and survey costs required by a government agency, and a \$1 million accounts payable accrual adjustment.

Venezuela

Segment profit for our Venezuela assets increased \$3.7 million and includes \$9 million resulting from the settlement of a contract dispute and \$1 million in higher revenues due to higher natural gas volumes and prices at our compression facility. These are partially offset by \$4 million in higher expenses related to higher insurance, personnel and contract labor costs and a \$2 million increase in the reserve for uncollectible accounts.

Other

The \$58.9 million decrease in *segment profit* of our other operations is largely due to the \$72.7 million of charges related to the Gulf Liquids litigation contingency combined with \$13 million in lower margins related to the marketing of olefins. The decrease also reflects \$12 million in lower margins related to the marketing of NGLs due to more favorable changes in pricing while product was in transit during 2005 as compared to 2006. These were partially offset by \$24 million in higher margins in our olefins unit, \$7 million in higher earnings from our equity investment in Discovery Producer Services, L.L.C. (Discovery), \$7 million in higher fractionation, storage and other fee revenues, and a \$4 million favorable transportation settlement.

2005 vs. 2004

The \$350.1 million increase in *segment revenues* is largely due to:

- A \$196 million increase in crude marketing revenues, which is offset by a similar change in costs, resulting from the start up of a deepwater pipeline in the second quarter of 2004;
- A \$72 million increase in revenues associated with production of NGLs, primarily due to \$180 million in higher NGL prices partially offset by \$108 million in lower sales volumes. The decline in sales volumes in our Gulf Coast region is largely due to the impact of summer hurricanes, while the decline in the West region is largely due to the higher levels of NGL rejection as well as maintenance issues with our gas processing facility at Opal, Wyoming;
- A \$58 million increase in the marketing of NGLs, which is offset by a similar change in costs, resulting from higher prices and additional spot sales;
- A \$21 million increase in fee-based revenues in part due to higher customer production volumes flowing to our West region and deepwater assets.

Costs and operating expenses increased \$364.1 million primarily as a result of:

- A \$196 million increase in crude marketing purchases, which is offset by a similar change in revenues;

- A \$92 million increase in costs related to the production of NGLs as a result of \$100 million in higher natural gas purchases due largely to higher prices, partially offset by lower volumes;
- A \$58 million increase related to the marketing of NGLs and additional spot purchases, which is offset by a similar change in revenues;
- A \$33 million increase in operating expenses mostly due to higher fuel expense and commodity costs associated with our NGL storage and fractionation business and higher depreciation expense.

The \$78.5 million decline in Midstream *segment profit* is primarily due to the absence of the \$93.6 million gain from the Gulf Liquids' insurance arbitration award in 2004. The offsetting increase in segment profit is primarily due to higher fee revenues from our domestic gathering and processing and Venezuela businesses and higher earnings from our investment in the Discovery partnership, partially offset by lower NGL margins and higher operating costs. A more detailed analysis of the segment profit of Midstream's various operations is presented below.

Domestic gathering & processing

The \$6.1 million decrease in *domestic gathering and processing segment profit* includes a \$30 million decline in the Gulf Coast region, largely offset by a \$24 million increase in the West region.

The \$24 million increase in our West region's *segment profit* primarily results from higher gathering and processing fee revenues, and the absence of an asset write-down and other 2004 charges, offset partially by higher operating expenses and lower NGL margins. The significant drivers to these items are as follows:

- Gathering and processing fee revenues increased \$18 million primarily as a result of higher average per-unit gathering and processing rates and higher volumes in the Rocky Mountain production area due to increased drilling activity. A portion of this increase is also due to the increase in volumes subject to fee-based processing contracts.
- A favorable variance due to the absence of the write-down of \$7.6 million for an idle treating facility in 2004.
- NGL margins decreased \$6 million due to a \$17 million impact from lower sales volumes resulting from lower fourth quarter 2005 NGL recoveries caused by intermittent periods of uneconomical market commodity prices and a power outage and associated operational issues at our Opal, Wyoming facility. NGL margins are defined as NGL revenues less BTU replacement cost, plant fuel, transportation and fractionation expense. The impact of lower volumes is partially offset by an \$11 million impact of higher per unit NGL margins.

The \$30 million decrease in the Gulf Coast region's *segment profit* is primarily a result of higher operating and depreciation expenses and lower NGL margins. The significant components of this decline include the following:

- Operating expenses increased \$10 million primarily due to higher maintenance expenses related to our gathering assets, compressor overhauls, and an increase in hurricane-related costs of \$2 million. Inspection and repair expenses related to the hurricanes were recorded as incurred up to the level of our insurance deductible.
- Depreciation expense increased \$13 million primarily due to placing in service our Devils Tower spar and associated deepwater gas and oil pipelines in May and June 2004, respectively.
- NGL margins declined \$14 million due to lower volumes, largely due to the impact of summer hurricanes, and the increase in natural gas prices. While revenues from the Devils Tower deepwater facility are recognized as volumes are delivered over the life of the reserves, cash payments from our customers are based on a contractual fixed fee received over a defined term. As a result, \$44 million of cash received in 2005, which is included in cash flow from operations, was deferred at December 31, 2005 and will be recognized as revenue in periods subsequent to 2005. The total amount deferred for all years as of December 31, 2005 was \$80 million.

Venezuela

Segment profit for our Venezuela assets increased \$9.1 million as a result of higher plant volumes and higher equity earnings from our investment in the ACCROVEN partnership. The higher equity earnings are largely due to the renegotiation of a power supply contract and the absence of 2004 legal fees associated with the Jose Terminal.

Other

The \$71.7 million decrease in *segment profit* of our other operations is largely due to the absence of the \$93.6 million gain from the Gulf Liquids' insurance arbitration award and a \$9.5 million gain on the sale of the Choctaw ethylene distribution assets in 2004 partially offset by \$7 million in higher olefins and commodity margins, \$6 million in higher earnings from our equity investment in the Discovery partnership, and the absence of a 2004 \$16.9 million impairment charge also related to our equity investment in the Discovery partnership.

Indirect general and administrative expense

The \$9.8 million unfavorable variance for our *indirect general and administrative expenses* is primarily due to higher employee expenses and administrative costs associated with the creation of Williams Partners L.P.

Power

Overview of 2006

Power's operating results for 2006 reflect an accrual gross margin loss on its nonderivative tolling contracts. Power's results in 2006 were also influenced by a decrease in forward power prices against a net long derivative position, which caused net forward unrealized mark-to-market (MTM) losses. Power's results do not reflect, however, cash flows that Power realized in 2006 from hedges for which mark-to-market gains or losses had been previously recognized.

In 2006, Power continued to focus on its objectives of minimizing financial risk, maximizing cash flow, meeting contractual commitments, executing new contracts to hedge its portfolio and providing services that support our natural gas businesses.

Outlook for 2007

For 2007, Power intends to service its customers' needs while increasing the certainty of cash flows from its long-term tolling contracts by executing new long-term electricity and capacity sales contracts. In the first quarter of 2007, Power executed agreements to sell dispatch and tolling rights and supply natural gas in southern California for periods through 2011. These contracts mirror Power's rights under its California tolling agreement and represent up to 1,920 megawatts of power.

As Power continues to apply hedge accounting in 2007, its future earnings may be less volatile. However, not all of Power's derivative contracts qualify for hedge accounting. Application of hedge accounting requires quantitative and qualitative analysis. To qualify for hedge accounting, Power must assess derivatives for their expected effectiveness in offsetting the risk being hedged. In addition, it must assess whether the hedged forecasted transaction is probable of occurring. If Power no longer expects the hedge to be highly effective, or if it believes that the hedged forecasted transaction is no longer probable of occurring, it would discontinue hedge accounting prospectively and recognize future changes in fair value directly to earnings.

Because certain derivative contracts qualifying for hedge accounting were previously marked-to-market through earnings prior to their designation as cash flow hedges, the amounts recognized in future earnings under hedge accounting will not necessarily align with the expected cash flows to be realized from the settlement of those derivatives. For example, future earnings may reflect losses from underlying transactions, such as natural gas purchases and power sales associated with our tolling contracts, which have been hedged by derivatives. A portion of the offsetting gains from these hedges, however, has already been recognized in prior periods under mark-to-market accounting. So, while earnings in a reported period may not reflect the full amount realized from our hedges, cash flows will continue to reflect the total amount from both the hedged transactions and the

hedges. In 2006, 2005 and 2004 Power had positive cash flows from operations, and expects to continue to have positive cash flows from operations in 2007.

Even with the application of hedge accounting, Power's earnings will continue to reflect mark-to-market volatility from unrealized gains and losses resulting from:

- Market movements of commodity-based derivatives that represent economic hedges but which do not qualify for hedge accounting;
- Ineffectiveness of cash flow hedges, primarily caused by locational differences between the hedging derivative and the hedged item or changes in the creditworthiness of counterparties;
- Market movements of commodity-based derivatives that are held for trading purposes.

The fair value of Power's tolling, full requirements, transportation, storage and transmission contracts is not reflected on the balance sheet since these contracts are not derivatives. Some of these contracts have a significant negative estimated fair value and could result in future operating losses. Power's estimate of fair value may differ significantly from a third party's estimate. Power's estimate of fair value is based on internal valuation assumptions, which include assumptions of natural gas prices, electricity prices, price volatility, correlation of gas and electricity, and many other inputs. Some of these assumptions are readily available in the market, while others are not.

Key factors that may influence Power's financial condition and operating performance include:

- Prices of power and natural gas, including changes in the margin between power and natural gas prices;
- Changes in power and natural gas price volatility;
- Changes in power and natural gas supply and demand;
- Changes in the regulatory environment;
- The inability of counterparties to perform under contractual obligations due to their own credit constraints;
- Changes in interest rates;
- Changes in market liquidity, including changes in the ability to effectively hedge commodity price risk;
- The inability to apply hedge accounting.

Year-Over-Year Results

	Years Ended December 31,		
	2006	2005	2004
	(Millions)		
Realized revenues	\$ 7,484.6	\$ 8,921.8	\$ 8,954.7
Net forward unrealized mark-to-market gains (losses)	(22.2)	172.1	304.0
Segment revenues	7,462.4	9,093.9	9,258.7
Cost of sales	7,619.8	9,150.3	9,073.3
Gross margin	(157.4)	(56.4)	185.4
Operating expenses	18.0	22.2	23.7
Selling, general and administrative expenses	62.2	64.5	83.2
Other (income) expense — net	(26.8)	113.6	1.8
Segment profit (loss)	\$ (210.8)	\$ (256.7)	\$ 76.7

2006 vs. 2005

The \$1.4 billion decrease in *realized revenues* is primarily due to a decrease in power and natural gas realized revenues. Realized revenues represent (1) revenue from the sale of commodities or completion of energy-related services and (2) gains and losses from the net financial settlement of derivative contracts.

Power and natural gas realized revenues decreased primarily due to a 20 percent decrease in power sales volumes and a 17 percent decrease in average natural gas sales prices. Power sales volumes decreased because certain long-term physical contracts were not replaced due to reducing the scope of trading activities subsequent to 2002.

Net forward unrealized mark-to-market gains (losses) represent changes in the fair values of certain derivative contracts with a future settlement or delivery date that have not been designated as cash flow hedges and the impact of the ineffectiveness of cash flow hedges. The effect of changes in forward prices on power contracts not designated as cash flow hedges primarily caused the \$194.3 million decrease in *net forward unrealized mark-to-market gains (losses)*. A 2005 increase in forward power prices caused gains on the net forward purchase position, while a 2006 decrease in forward power prices caused losses on the net forward power purchase contracts.

The \$1.5 billion decrease in Power's *cost of sales* is primarily due to a 20 percent decrease in power purchase volumes and an 18 percent decrease in average natural gas purchase prices.

The decrease in *selling, general and administrative expenses* is due primarily to increased gains from the sale of certain Enron receivables to a third party. Power recognized a \$24.8 million gain in 2006 compared to a \$9.7 million gain in 2005.

Other (income) expense — net in 2006 includes a \$12.7 million reduction of contingent obligations associated with our former distributive power generation business.

Other (income) expense — net in 2005 includes:

- An \$82.2 million accrual for estimated litigation contingencies, primarily associated with agreements reached to substantially resolve exposure related to natural gas price and volume reporting issues (see Note 15 of Notes to Consolidated Financial Statements);
- A \$4.6 million accrual for a regulatory settlement;
- A \$23 million impairment of an equity investment (see Note 3 of Notes to Consolidated Financial Statements).

The decrease in *segment loss* is primarily due to favorable changes in *other (income) expense — net* described above, partially offset by a decrease in gross margin.

2005 vs. 2004

The \$164.8 million decrease in revenues includes a \$32.9 million decrease in *realized revenues* and a \$131.9 million decrease in *net forward unrealized mark-to-market gains (losses)*.

The \$32.9 million decrease in *realized revenues* is primarily due to the absence in 2005 of \$471 million in crude and refined products realized revenues, partially offset by a \$444 million increase in power and natural gas realized revenues. The absence of crude and refined products revenues is due to the sale of the refined products business in 2004. Power and natural gas realized revenues increased primarily due to a 33 percent increase in average natural gas sales prices and a 17 percent increase in average power sales prices. Hurricane Katrina, among other factors, contributed to the increase in prices. A 29 percent decrease in power sales volumes partially offsets the increase in prices. Power sales volumes decreased because Power did not replace certain long-term physical contracts that expired or were terminated and because of mild weather in California, which resulted in lower demand.

The \$131.9 million decrease in *net forward unrealized mark-to-market gains (losses)* is primarily due to a \$165 million decrease associated with power and gas derivative contracts, partially offset by the absence in 2005 of a \$38 million unrealized loss on the interest rate portfolio in 2004.

The decrease in power and gas unrealized mark-to-market gains primarily results from the impact of cash flow hedge accounting, which was prospectively applied to certain of Power's derivative contracts beginning October 1, 2004. Net unrealized gains of \$711 million related to the effective portion of the hedges are reported in *accumulated other comprehensive loss* in 2005 compared to \$15 million in 2004. If Power had not applied cash flow hedge accounting in 2005, we would have reported the \$711 million in *revenues* instead of in *accumulated other comprehensive loss*. Also in 2005, Power recognized losses of \$6.8 million representing a correction of unrealized losses associated with a prior year. Our management concluded that the effects of this correction are not material to prior periods, 2005 results, or our trend of earnings. Partially offsetting these decreases is the effect of a greater increase in forward power prices on a greater volume of power purchase contracts in 2005 compared to 2004, resulting in increased unrealized mark-to-market gains on net power derivatives that are not accounted for as cash flow hedges.

The absence in 2005 of the unrealized loss on the interest rate portfolio is due to the termination and liquidation of all remaining interest-rate derivatives in fourth quarter 2004. A decrease in forward interest rates caused unrealized losses in the interest rate portfolio in 2004.

The \$77 million increase in Power's *cost of sales* is primarily due to an increase in power and natural gas costs of \$563 million, partially offset by a decrease in crude and refined products costs of \$486 million. Power and natural gas costs increased primarily due to a 32 percent increase in average power purchase prices and a 44 percent increase in average natural gas purchase prices, partially offset by a 29 percent decrease in power purchase volumes. Hurricane Katrina, among other factors, contributed to the increase in prices. Costs in 2005 include approximately \$8 million in purchases due to an outage at an electric generating facility that Power has access to via a fuel conversion service agreement. A 2004 reduction to certain contingent loss accruals of \$10.4 million associated with power marketing activities in California during 2000 and 2001 also contributes to the increase in costs. Costs in 2004 include \$486 million of crude and refined products costs, which are absent in 2005 due to the sale of the refined products business in 2004. Costs in 2004 also reflect a \$13 million payment made to terminate a nonderivative power sales contract.

Selling, general and administrative expenses decreased primarily due to decreased employee incentive compensation and decreased costs for outside services. A \$9.7 million reduction of allowance for bad debts resulting from the sale of certain receivables to a third party also contributed to the decrease in *SG&A expenses*. *SG&A expenses* in 2004 include a \$6.3 million reduction of allowance for bad debts resulting from a 2004 settlement with certain California utilities.

Other (income) expense — net in 2004 includes \$6.1 million in fees paid related to the sale of certain receivables to a third party.

Although increased gas prices favorably impacted the fair value of Power's derivative natural gas hedges, the \$333.4 million change from a *segment profit* to a *segment loss* is primarily due to the impact of cash flow hedge accounting. Additionally, plant outages and depressed margin spreads between the cost of gas and sales price of electricity contributed to lower *segment profit*. Accruals in 2005 for litigation contingencies and an impairment of an equity investment also contributed to the change in *segment profit (loss)*. Partially offsetting the decrease in *segment profit* is the absence in 2005 of unrealized and realized losses from the interest rate portfolio, which was liquidated in the fourth quarter of 2004.

Other

Overview of 2006

While we continue to have an equity ownership interest in Longhorn, the management of Longhorn completed an asset sale of the pipeline during the third quarter of 2006. As a result, we received full payment of the \$10 million secured bridge loan that we provided Longhorn during 2005. The carrying value of our equity investment in Longhorn is zero as of December 31, 2006.

We continue to receive payments associated with the 2005 transfer of the Longhorn operating agreement to a third party. These payments totaled approximately \$3.3 million for the year ended December 31, 2006. Any ongoing

payments received or through monetization of the contract will be recognized as income when received. These ongoing payments were not impacted by the sale of the pipeline.

Year-Over-Year Operating Results

	Years Ended December 31,		
	2006	2005 (Millions)	2004
Segment revenues	\$ 26.5	\$ 27.2	\$ 32.8
Segment profit (loss)	\$ 1.9	\$ (105.0)	\$ (41.6)

2006 vs. 2005

Other *segment profit* for 2006 includes \$3.3 million in payments received related to the 2005 transfer of the Longhorn operating agreement.

Other *segment loss* for 2005 includes \$87.2 million of impairment charges, of which \$38.1 million was recorded during the fourth quarter, related to our investment in Longhorn. In a related matter, we wrote off \$4 million of capitalized project costs associated with Longhorn. We also recorded \$23.7 million of equity losses associated with our investment in Longhorn. Partially offsetting these charges and losses was a \$9 million fourth quarter gain on the sale of land.

2005 vs. 2004

Other *segment loss* for 2005 includes various items which are discussed above.

Other *segment loss* for 2004 includes \$11.8 million of accrued environmental remediation expense associated with the Augusta refinery. Also included in Other *segment loss* is \$10.8 million of impairment charges related to our investment in Longhorn, \$9.8 million of equity losses associated with our investment in Longhorn, and \$6.5 million of net unreimbursed advisory fees related to the recapitalization of Longhorn.

Energy Trading Activities

Fair Value of Trading and Nontrading Derivatives

The chart below reflects the fair value of derivatives held for trading purposes as of December 31, 2006. We have presented the fair value of assets and liabilities by the period in which we expect them to be realized.

Net Assets (Liabilities) — Trading (Millions)					
To be Realized in 1-12 Months (Year 1)	To be Realized in 13-36 Months (Years 2-3)	To be Realized in 37-60 Months (Years 4-5)	To be Realized in 61-120 Months (Years 6-10)	To be Realized in 121+ Months (Years 11+)	Net Fair Value
\$3	\$ —	\$ —	\$ —	\$ —	\$ 3

As the table above illustrates, we are not materially engaged in trading activities. However, we hold a substantial portfolio of nontrading derivative contracts. Nontrading derivative contracts are those that hedge or could possibly hedge forecasted transactions on an economic basis. We have designated certain of these contracts as cash flow hedges of Power's forecasted purchases of gas, its purchases and sales of power related to its long-term structured contracts and owned generation, and Exploration & Production's forecasted sales of natural gas production. Certain of Power's other derivatives have not been designated as or do not qualify as SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS 133) cash flow hedges. The chart below reflects the fair value of derivatives held for nontrading purposes as of December 31, 2006, for the Power and Exploration & Production businesses. Of the total fair value of nontrading derivatives, SFAS 133 cash flow hedges had a net asset value of \$360 million as of December 31, 2006, which includes the existing fair value of the derivatives at the time of their designation as SFAS 133 cash flow hedges.

**Net Assets (Liabilities) — Nontrading
(Millions)**

To be Realized in 1-12 Months (Year 1)	To be Realized in 13-36 Months (Years 2-3)	To be Realized in 37-60 Months (Years 4-5)	To be Realized in 61-120 Months (Years 6-10)	To be Realized in 121+ Months (Years 11+)	Net Fair Value
\$94	\$ 227	\$ 88	\$ 24	\$ —	\$ 433

Methods of Estimating Fair Value

Most of the derivatives we hold settle in active periods and markets in which quoted market prices are available. These include futures contracts, option contracts, swap agreements and physical commodity purchases and sales in the commodity markets in which we transact. While an active market may not exist for the entire period, quoted prices can generally be obtained for natural gas through 2012 and power through 2011.

These prices reflect current economic and regulatory conditions and may change because of market conditions. The availability of quoted market prices in active markets varies between periods and commodities based upon changes in market conditions. The ability to obtain quoted market prices also varies greatly from region to region. The time periods noted above are an estimation of aggregate availability of quoted prices. An immaterial portion of our total net derivative value of \$436 million relates to periods in which active quotes cannot be obtained. We estimate energy commodity prices in these illiquid periods by incorporating information about commodity prices in actively quoted markets, quoted prices in less active markets, and other market fundamental analysis. Modeling and other valuation techniques, however, are not used significantly in determining the fair value of our derivatives.

Counterparty Credit Considerations

We include an assessment of the risk of counterparty nonperformance in our estimate of fair value for all contracts. Such assessment considers (1) the credit rating of each counterparty as represented by public rating agencies such as Standard & Poor's and Moody's Investors Service, (2) the inherent default probabilities within these ratings, (3) the regulatory environment that the contract is subject to and (4) the terms of each individual contract.

Risks surrounding counterparty performance and credit could ultimately impact the amount and timing of expected cash flows. We continually assess this risk. We have credit protection within various agreements to call on additional collateral support if necessary. At December 31, 2006, we held collateral support, including letters of credit, of \$695 million.

We also enter into master netting agreements to mitigate counterparty performance and credit risk. During 2006 and 2005, we did not incur any significant losses due to recent counterparty bankruptcy filings.

The gross credit exposure from our derivative contracts as of December 31, 2006, is summarized below.

Counterparty Type	Investment Grade(a)	Total
	(Millions)	
Gas and electric utilities	\$ 248.0	\$ 249.9
Energy marketers and traders	412.7	1,784.3
Financial institutions	2,219.4	2,219.4
Other	23.3	29.8
	<u>\$ 2,903.4</u>	<u>4,283.4</u>
Credit reserves		<u>(20.3)</u>
Gross credit exposure from derivatives		<u>\$ 4,263.1</u>

We assess our credit exposure on a net basis to reflect master netting agreements in place with certain counterparties. We offset our credit exposure to each counterparty with amounts we owe the counterparty under derivative contracts. The net credit exposure from our derivatives as of December 31, 2006, is summarized below.

Counterparty Type	Investment	Total
	Grade(a) (Millions)	
Gas and electric utilities	\$ 120.4	\$ 120.5
Energy marketers and traders	209.0	455.4
Financial institutions	325.5	325.5
Other	20.4	20.4
	<u>\$ 675.3</u>	<u>921.8</u>
Credit reserves		(20.3)
Net credit exposure from derivatives		<u>\$ 901.5</u>

- (a) We determine investment grade primarily using publicly available credit ratings. We included counterparties with a minimum Standard & Poor's rating of BBB- or Moody's Investors Service rating of Baa3 in investment grade. We also classify counterparties that have provided sufficient collateral, such as cash, standby letters of credit, adequate parent company guarantees, and property interests, as investment grade.

Trading Policy

We have policies and procedures that govern our trading and risk management activities. These policies cover authority and delegation thereof in addition to control requirements, authorized commodities and term and exposure limitations. Power's value-at-risk is limited in aggregate and calculated at a 95 percent confidence level.

Management's Discussion and Analysis of Financial Condition

Outlook

We believe we have, or have access to, the financial resources and liquidity necessary to meet future requirements for working capital, capital and investment expenditures and debt payments while maintaining a sufficient level of liquidity to reasonably protect against unforeseen circumstances requiring the use of funds. In 2007, we expect to maintain liquidity from cash and cash equivalents and unused revolving credit facilities of at least \$1 billion. We maintain adequate liquidity to manage margin requirements related to significant movements in commodity prices, unplanned capital spending needs, near term scheduled debt payments, and litigation and other settlements. We expect to fund capital and investment expenditures, debt payments, dividends, and working capital requirements through cash flow from operations, which is currently estimated to be between \$2 billion and \$2.3 billion in 2007, proceeds from debt issuances and sales of units of Williams Partners L.P., as well as cash and cash equivalents on hand as needed.

We enter 2007 positioned for growth through disciplined investments in our natural gas businesses. Examples of this planned growth include:

- Exploration & Production will continue to maintain its development drilling program in its key basins of Piceance, Powder River, San Juan, Arkoma, and Fort Worth. During 2006, all ten state-of-the-art FlexRig4® drilling rigs were placed in service in the Piceance basin pursuant to our March 2005 contract with Helmerich & Payne. Each rig is leased for three years.
- Gas Pipeline will continue to expand its system to meet the demand of growth markets.
- Midstream will continue to pursue significant deepwater production commitments and expand capacity in the western United States.

We estimate capital and investment expenditures will total approximately \$2.2 billion to \$2.4 billion in 2007. As a result of increasing our development drilling program, \$1.3 billion to \$1.4 billion of the total estimated 2007

capital expenditures is related to Exploration & Production. Also within the total estimated expenditures for 2007 is approximately \$215 million to \$270 million for maintenance-related projects at Gas Pipeline, including pipeline replacement and Clean Air Act compliance. Commitments for construction and acquisition of property, plant and equipment are approximately \$406 million at December 31, 2006.

Potential risks associated with our planned levels of liquidity and the planned capital and investment expenditures discussed above include:

- Lower than expected levels of cash flow from operations due to commodity pricing volatility. To mitigate this exposure, Exploration & Production has economically hedged the price of natural gas for approximately 172 MMcfe per day of its expected 2007 production. In addition, Exploration & Production has collar agreements for each month of 2007 which hedge approximately 270 MMcfe per day of expected 2007 production. Power has entered into various sales contracts that economically cover substantially all of its fixed demand obligations through 2010.
- Sensitivity of margin requirements associated with our marginable commodity contracts. As of December 31, 2006, we estimate our exposure to additional margin requirements through 2007 to be no more than \$521 million, using a statistical analysis at a 99 percent confidence level.
- Exposure associated with our efforts to resolve regulatory and litigation issues (see Note 15 of Notes to Consolidated Financial Statements).

In August 2006, the Pension Protection Act of 2006 was signed into law. The Act makes significant changes to the requirements for employer-sponsored retirement plans, including revisions affecting the funding of defined benefit pension plans beginning in 2008. We are assessing the impact of the legislation on our future funding requirements, but do not expect a significant increase in required contributions over current levels, assuming long-term rates of return on assets and current discount rates do not experience a significant decline.

Overview

In November 2005, we initiated an offer to induce conversion of up to \$300 million of the 5.5 percent junior subordinated convertible debentures into our common stock. The conversion was executed in January 2006 and approximately \$220.2 million of the debentures were exchanged for common stock. We paid \$25.8 million in premiums that are included in *early debt retirement costs* in the Consolidated Statement of Income. See Note 12 of Notes to Consolidated Financial Statements for further information.

In April 2006, Transco issued \$200 million aggregate principal amount of 6.4 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement to fund general corporate expenses and capital expenditures. In October 2006, Transco completed an exchange of these notes for substantially identical new notes that are registered under the Securities Act of 1933, as amended.

In April 2006, we retired a secured floating-rate term loan for \$488.9 million, including outstanding principal and accrued interest. The loan was due in 2008 and secured by substantially all of the assets of Williams Production RMT Company. The loan was retired using a combination of cash and revolving credit borrowings.

In May 2006, we replaced our \$1.275 billion secured revolving credit facility with a \$1.5 billion unsecured revolving credit facility. The new facility contains similar terms and financial covenants as the secured facility, but contains certain additional restrictions. (See Note 11 of Notes to Consolidated Financial Statements.)

In June 2006, Northwest Pipeline issued \$175 million aggregate principal amount of 7 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement to fund general corporate expenses and capital expenditures. In October 2006, Northwest Pipeline completed an exchange of these notes for substantially identical new notes that are registered under the Securities Act of 1933, as amended.

In June 2006, we reached an agreement-in-principle to settle class-action securities litigation filed on behalf of purchasers of our securities between July 24, 2000 and July 22, 2002, for a total payment of \$290 million to plaintiffs. On February 9, 2007, the court gave its final approval of the settlement. We recorded a pre-tax charge for approximately \$161 million in second quarter 2006. Our portion of the total payment was \$145 million.

On June 1, 2006, the FERC entered its final order (FERC Final Order) concerning the Trans-Alaska Pipeline System (TAPS) Quality Bank litigation. The Quality Bank Administrator will determine and invoice for amounts due based on the FERC Final Order, subject to the final disposition of the FERC Final Order appeals. We estimate that our net obligation could be as much as \$116 million. (See Note 15 of Notes to Consolidated Financial Statements.)

In June 2006, Williams Partners L.P. acquired 25.1 percent of our interest in Williams Four Corners LLC for \$360 million. The acquisition was completed after Williams Partners L.P. successfully closed a \$150 million private debt offering of 7.5 percent senior unsecured notes due 2011 and an equity offering of approximately \$225 million in net proceeds. In December 2006, Williams Partners L.P. acquired the remaining 74.9 percent interest in Williams Four Corners LLC for \$1.223 billion. The acquisition was completed after Williams Partners L.P. successfully closed a \$600 million private debt offering of 7.25 percent senior unsecured notes due 2017, a private equity offering of approximately \$350 million of common and Class B units, and a public equity offering of approximately \$294 million in net proceeds. The debt and equity issued by Williams Partners L.P. is reported as a component of our consolidated debt balance and minority interest balance, respectively. Williams Four Corners LLC owns certain gathering, processing and treating assets in the San Juan Basin in Colorado and New Mexico.

Exploration & Production has recently entered into a five-year unsecured credit agreement with certain banks in order to reduce margin requirements related to our hedging activities as well as lower transaction fees. Margin requirements, if any, under this new facility are dependent on the level of hedging and on natural gas reserves value.

Credit ratings

On May 4, 2006, Standard & Poor's raised our senior unsecured debt rating from a B+ to a BB- with a positive ratings outlook. With respect to Standard & Poor's, a rating of "BBB" or above indicates an investment grade rating. A rating below "BBB" indicates that the security has significant speculative characteristics. A "BB" rating indicates that Standard & Poor's believes the issuer has the capacity to meet its financial commitment on the obligation, but adverse business conditions could lead to insufficient ability to meet financial commitments. Standard & Poor's may modify its ratings with a "+" or "-" sign to show the obligor's relative standing within a major rating category.

On June 7, 2006, Moody's Investors Service raised our senior unsecured debt rating from a B1 to a Ba2 with a stable ratings outlook. With respect to Moody's, a rating of "Baa" or above indicates an investment grade rating. A rating below "Baa" is considered to have speculative elements. A "Ba" rating indicates an obligation that is judged to have speculative elements and is subject to substantial credit risk. The "1", "2" and "3" modifiers show the relative standing within a major category. A "1" indicates that an obligation ranks in the higher end of the broad rating category, "2" indicates a mid-range ranking, and "3" ranking at the lower end of the category.

On May 15, 2006, Fitch Ratings raised our senior unsecured rating from BB to BB+ with a stable ratings outlook. With respect to Fitch, a rating of "BBB" or above indicates an investment grade rating. A rating below "BBB" is considered speculative grade. A "BB" rating from Fitch indicates that there is a possibility of credit risk developing, particularly as the result of adverse economic change over time; however, business or financial alternatives may be available to allow financial commitments to be met. Fitch may add a "+" or "-" sign to show the obligor's relative standing within a major rating category.

Our goal is to attain investment grade ratios at some point in the future.

Liquidity

Our internal and external sources of liquidity include cash generated from our operations, bank financings, and proceeds from the issuance of long-term debt and equity securities, and proceeds from asset sales. While most of our sources are available to us at the parent level, others are available to certain of our subsidiaries, including equity and debt issuances from Williams Partners L.P. Our ability to raise funds in the capital markets will be impacted by our financial condition, interest rates, market conditions, and industry conditions.

Available Liquidity

	Year Ended December 31, 2006 (Millions)
Cash and cash equivalents*	\$ 2,268.6
Auction rate securities and other liquid securities	103.2
Available capacity under our four unsecured revolving and letter of credit facilities totaling \$1.2 billion	304.9
Available capacity under our \$1.5 billion unsecured revolving and letter of credit facility**	1,471.2
	<u>\$ 4,147.9</u>

* *Cash and cash equivalents* includes \$128.7 million of funds received from third parties as collateral. The obligation for these amounts is reported as *customer margin deposits payable* on the Consolidated Balance Sheet. Also included is \$347 million of cash and cash equivalents that is being utilized by certain subsidiary and international operations.

** This facility is guaranteed by Williams Gas Pipeline Company, L.L.C. Northwest Pipeline and Transco each have access to \$400 million under this facility to the extent not utilized by us. Williams Partners L.P. has access to \$75 million, to the extent not utilized by us, that we guarantee.

In addition to the above, Northwest Pipeline and Transco have shelf registration statements available for the issuance of up to \$350 million aggregate principal amount of debt securities. The ability of Northwest Pipeline to utilize their registration statement to issue debt securities is restricted by certain covenants of its debt agreements. If the credit rating of Northwest Pipeline or Transco is below investment grade, they can only use their shelf registration statements to issue debt if such debt is guaranteed by us.

Williams Partners L.P. has a shelf registration statement available for the issuance of approximately \$1.2 billion aggregate principal amount of debt and limited partnership unit securities.

In addition, at the parent-company level, we have a shelf registration statement that allows us to issue publicly registered debt and equity securities as needed. This registration statement, filed May 19, 2006, replaces our previously filed shelf registration.

Sources (Uses) of Cash

	Years Ended December 31,		
	2006	2005 (Millions)	2004
Net cash provided (used) by:			
Operating activities	\$ 1,889.6	\$ 1,449.9	\$ 1,487.9
Financing activities	1,103.2	36.5	(3,505.5)
Investing activities	(2,321.4)	(819.2)	629.4
Increase (decrease) in cash and cash equivalents	<u>\$ 671.4</u>	<u>\$ 667.2</u>	<u>\$ (1,388.2)</u>

Operating Activities

Our *net cash provided by operating activities* in 2006 increased from 2005 due largely to higher operating income at Midstream, partially offset by a \$145 million securities litigation settlement payment in fourth quarter 2006.

Our 2005 *net cash provided by operating activities* decreased slightly from 2004. A primary driver in *net cash provided by operating activities* is *income from continuing operations*, which increased primarily as a result of higher gas production volumes and net average realized prices for production sold. Also contributing to the increase in income from continuing operations is the reduction in interest expense due to lower average borrowing levels.

Cash payments for interest decreased \$224 million from 2004. In addition to the changes in results of operations, net cash inflows from margin deposits and customer margin deposits payable decreased significantly from 2004. In 2004, our Power subsidiary issued a significant number of letters of credit to replace its cash margin deposits. As the letters of credit were issued, the counterparties returned our cash margin deposits to us. Due to fewer letters of credit being issued to replace cash margin deposits in 2005, we have fewer receipts of margin deposits than in 2004.

Other, including changes in noncurrent assets and liabilities, includes contributions to our tax-qualified pension plans of \$42.1 million in 2006, \$52.1 million in 2005 and \$136.8 million in 2004. It is our policy to make annual contributions to our tax-qualified pension plans in an amount at least equal to the greater of the actuarially computed annual normal cost plus any unfunded actuarial accrued liability, amortized over approximately five years, or the minimum required contribution under existing laws. Additional amounts may be contributed to increase the funded status of the plans. In an effort to strengthen our funded status and take advantage of strong cash flows, we contributed approximately \$26.5 million, \$41.1 million and \$98.9 million more than our funding policy required in 2006, 2005 and 2004, respectively.

Financing Activities

During the first quarter of 2006, we paid \$25.8 million in premiums for early debt retirement costs relating to the debt conversion previously discussed.

See Overview, within this section, for a discussion of 2006 debt issuances, debt retirement, and additional financing by Williams Partners L.P.

During January 2005, we retired \$200 million of 6.125 percent notes issued by Transco, which matured January 15, 2005. In the first quarter of 2005, we received approximately \$273 million in *proceeds from the issuance of common stock* purchased under the FELINE PACS equity forward contracts. During August 2005, we completed an initial public offering of approximately 40 percent of our interest in Williams Partners L.P. resulting in net proceeds of \$111 million.

During 2004, we repaid long-term debt through tender offers and early retirements. We also reduced our debt through our FELINE PACS exchange. This noncash exchange resulted in payments of fees and expenses reported as *premiums paid on tender offer, early debt retirements and FELINE PACS exchange*.

Quarterly dividends paid on common stock increased from 7.5 cents to 9 cents per common share during the second quarter of 2006 and totaled \$206.6 million for year ended December 31, 2006. For the fourth quarter of 2005, dividends paid on common stock were 7.5 cents per share and totaled \$143 million for the year ended December 31, 2005.

Investing Activities

During 2006, capital expenditures totaled \$2,509.2 million and were primarily related to Exploration & Production's increased drilling activity, mostly in the Piceance basin, and Northwest Pipeline's capacity replacement project.

During 2006, we purchased \$386.3 million and received \$414.1 million from the sale of auction rate securities. These instruments are utilized as a component of our overall cash management program.

In January 2005, Northwest Pipeline received an \$87.9 million contract termination payment, representing reimbursement of the net book value of the related assets.

In January 2005, we received approximately \$54.7 million proceeds from the sale of our note with Williams Communications Group, our previously owned subsidiary (WiTel).

During 2005, we received \$310.5 million in proceeds from the Gulfstream recapitalization.

In 2004, we sold all of our restricted investments resulting in proceeds of \$851.4 million. When our \$800 million revolving and letter of credit facility that required 105 percent cash collateral was replaced with a new revolving credit facility in January 2005, we were no longer required to hold the restricted investments.

In 2004, we had numerous asset sales resulting in proceeds in 2004 of \$877.8 million.

Off-balance sheet financing arrangements and guarantees of debt or other commitments

In January 2005, we terminated our two unsecured revolving and letter of credit facilities totaling \$500 million and replaced them with two new facilities that contain similar terms but fewer restrictions. In September 2005, we also entered into two new revolving and letter of credit facilities that have a similar structure. (See Note 11 of Notes to Consolidated Financial Statements.)

We have provided a guarantee for obligations of Williams Partners L.P. under the \$1.5 billion unsecured revolving and letter of credit facility.

We have various other guarantees and commitments which are disclosed in Notes 3, 10, 11, 14, and 15 of Notes to Consolidated Financial Statements. We do not believe these guarantees or the possible fulfillment of them will prevent us from meeting our liquidity needs.

Contractual Obligations

The table below summarizes the maturity dates of our contractual obligations by period.

	<u>2007</u>	<u>2008- 2009</u>	<u>2010- 2011</u> (Millions)	<u>Thereafter</u>	<u>Total</u>
Long-term debt, including current portion:					
Principal	\$ 391	\$ 291	\$ 1,385	\$ 5,974	\$ 8,041
Interest	606	1,147	1,083	5,713	8,549
Capital leases	2	3	—	—	5
Operating leases(1)	227	433	366	1,121	2,147
Purchase obligations:					
Fuel conversion and other service contracts(2)(5)	249	505	495	2,377	3,626
Other(5)(6)	877	1,134	1,144	2,943(4)	6,098
Other long-term liabilities, including current portion:					
Physical and financial derivatives(3)(5)	628	392	204	304	1,528
Other(7)	72	31	16	—	119
Total	<u>\$ 3,052</u>	<u>\$ 3,936</u>	<u>\$ 4,693</u>	<u>\$ 18,432</u>	<u>\$ 30,113</u>

- (1) Excludes sublease income of \$1.2 billion consisting of \$331 million in 2007, \$564 million in 2008-2009, and \$258 million in 2010-2011. Includes a Power tolling agreement that is accounted for as an operating lease.
- (2) Power has entered into certain contracts giving us the right to receive fuel conversion services as well as certain other services associated with electric generation facilities that are currently in operation throughout the continental United States. Certain of Power's tolling agreements could be considered leases pursuant to the guidance in EITF Issue 01-8, "Determining Whether an Arrangement Contains a Lease," if in the future the agreements are modified for any reason. If deemed to be a capital lease, the net present value of the fixed demand payments would be reported on the Consolidated Balance Sheet consistent with other capital lease obligations, and as an asset in *property, plant and equipment — net*. See Note 1 of Notes to the Consolidated Financial Statements for further information.
- (3) The obligations for physical and financial derivatives are based on market information as of December 31, 2006. Because market information changes daily and has the potential to be volatile, significant changes to the values in this category may occur.
- (4) Includes one year of annual payments totaling \$2 million for contracts with indefinite termination dates.

- (5) Expected offsetting cash inflows of \$7.2 billion at December 31, 2006, resulting from product sales or net positive settlements, are not reflected in these amounts. In addition, product sales may require additional purchase obligations to fulfill sales obligations that are not reflected in these amounts.
- (6) Includes \$4.5 billion of natural gas purchase obligations at market prices at our Exploration & Production segment. The purchased natural gas can be sold at market prices.
- (7) Does not include estimated contributions to our pension and other postretirement benefit plans. We made contributions to our pension and other postretirement benefit plans of \$58 million in 2006 and \$73 million in 2005. In 2007, we expect to contribute approximately \$57 million to these plans (see Note 7 of Notes to Consolidated Financial Statements), including \$40 million to our tax-qualified pension plans. There were no minimum funding requirements to our tax-qualified pension plans in 2006 or 2005, and we do not expect any minimum funding requirements in 2007. We anticipate that future contributions will not vary significantly from recent historical contributions, assuming actual results do not differ significantly from estimated results for assumptions such as discount rates, returns on plan assets, retirement rates, mortality and other significant assumptions, and assuming no further changes in current and prospective legislation and regulations. Based on these anticipated levels of future contributions, we do not expect to trigger any minimum funding requirements in the future.

Effects of Inflation

Our operations in recent years have benefited from relatively low inflation rates. Approximately 46 percent of our gross property, plant and equipment is at Gas Pipeline and the remainder is at other operating units. Gas Pipeline is subject to regulation, which limits recovery to historical cost. While amounts in excess of historical cost are not recoverable under current FERC practices, we anticipate being allowed to recover and earn a return based on increased actual cost incurred to replace existing assets. Cost-based regulation, along with competition and other market factors, may limit our ability to recover such increased costs. For the other operating units, operating costs are influenced to a greater extent by both competition for specialized services and specific price changes in oil and natural gas and related commodities than by changes in general inflation. Crude, refined product, natural gas, natural gas liquids and power prices are particularly sensitive to OPEC production levels and/or the market perceptions concerning the supply and demand balance in the near future. However, our exposure to these price changes is reduced through the use of hedging instruments.

Environmental

We are a participant in certain environmental activities in various stages including assessment studies, cleanup operations and/or remedial processes at certain sites, some of which we currently do not own. (See Note 15 of Notes to Consolidated Financial Statements.) We are monitoring these sites in a coordinated effort with other potentially responsible parties, the U.S. Environmental Protection Agency (EPA), or other governmental authorities. We are jointly and severally liable along with unrelated third parties in some of these activities and solely responsible in others. Current estimates of the most likely costs of such activities are approximately \$52 million, all of which are recorded as liabilities on our balance sheet at December 31, 2006. We will seek recovery of approximately \$11 million of the accrued costs through future natural gas transmission rates. The remainder of these costs will be funded from operations. During 2006, we paid approximately \$12 million for cleanup and/or remediation and monitoring activities. We expect to pay approximately \$17 million in 2007 for these activities. Estimates of the most likely costs of cleanup are generally based on completed assessment studies, preliminary results of studies or our experience with other similar cleanup operations. At December 31, 2006, certain assessment studies were still in process for which the ultimate outcome may yield significantly different estimates of most likely costs. Therefore, the actual costs incurred will depend on the final amount, type and extent of contamination discovered at these sites, the final cleanup standards mandated by the EPA or other governmental authorities, and other factors.

We are subject to the federal Clean Air Act and to the federal Clean Air Act Amendments of 1990, which require the EPA to issue new regulations. We are also subject to regulation at the state and local level. In September 1998, the EPA promulgated rules designed to mitigate the migration of ground-level ozone in certain states. In March 2004 and June 2004, the EPA promulgated additional regulation regarding hazardous air pollutants, which may impose additional controls. Capital expenditures necessary to install emission control devices on our Transco gas pipeline system to comply with rules were approximately \$41 million in 2006 and are estimated to be between \$35 million and \$40 million through 2010. The actual costs incurred will depend on the final implementation plans developed by each state to comply with these regulations. We consider these costs on our Transco system associated with compliance with these environmental laws and regulations to be prudent costs incurred in the ordinary course of business and, therefore, recoverable through its rates.

Item 7A. Qualitative and Quantitative Disclosures About Market Risk

Interest Rate Risk

Our current interest rate risk exposure is related primarily to our debt portfolio. The majority of our debt portfolio is comprised of fixed rate debt in order to mitigate the impact of fluctuations in interest rates. The maturity of our long-term debt portfolio is partially influenced by the expected lives of our operating assets.

The tables below provide information about our interest rate risk-sensitive instruments as of December 31, 2006 and 2005. Long-term debt in the tables represents principal cash flows, net of (discount) premium, and weighted-average interest rates by expected maturity dates. The fair value of our publicly traded long-term debt is valued using indicative year-end traded bond market prices. Private debt is valued based on the prices of similar securities with similar terms and credit ratings.

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>Thereafter(1)</u>	<u>Total</u>	<u>Fair Value</u>
	<u>(Dollars in millions)</u>							<u>December 31,</u>
								<u>2006</u>
Long-term debt, including current portion(4):								
Fixed rate	\$ 381	\$ 153	\$ 41	\$ 205	\$ 1,161	\$ 5,922	\$ 7,863	\$ 8,343
Interest rate	7.7%	7.7%	7.7%	7.5%	7.6%	7.8%		
Variable rate	\$ 10	\$ 85	\$ 12	\$ 12	\$ 7	\$ 23	\$ 149	\$ 137
Interest rate(2)								

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>Thereafter(1)</u>	<u>Total</u>	<u>Fair Value</u>
	<u>(Dollars in millions)</u>							<u>December 31,</u>
								<u>2005</u>
Long-term debt, including current portion(4):								
Fixed rate	\$ 104	\$ 381	\$ 153	\$ 41	\$ 205	\$ 6,179	\$ 7,063	\$ 7,952
Interest rate	7.7%	7.7%	7.8%	7.8%	7.8%	7.8%		
Variable rate	\$ 15	\$ 15	\$ 563	\$ 12	\$ 12	\$ 30	\$ 647	\$ 647
Interest rate(3)								

- (1) Including unamortized discount and premium.
- (2) The weighted-average interest rate for 2006 is LIBOR plus 1 percent.
- (3) The weighted-average interest rate for 2005 was LIBOR plus 2 percent.
- (4) Excludes capital leases.

Commodity Price Risk

We are exposed to the impact of fluctuations in the market price of natural gas, electricity, and natural gas liquids, as well as other market factors, such as market volatility and commodity price correlations, including correlations between natural gas and power prices. We are exposed to these risks in connection with our owned energy-related assets, our long-term energy-related contracts and our proprietary trading activities. We manage the risks associated with these market fluctuations using various derivatives and nonderivative energy-related contracts. The fair value of derivative contracts is subject to changes in energy-commodity market prices, the liquidity and volatility of the markets in which the contracts are transacted, and changes in interest rates. We measure the risk in our portfolios using a value-at-risk methodology to estimate the potential one-day loss from adverse changes in the fair value of the portfolios.

Value at risk requires a number of key assumptions and is not necessarily representative of actual losses in fair value that could be incurred from the portfolios. Our value-at-risk model uses a Monte Carlo method to simulate hypothetical movements in future market prices and assumes that, as a result of changes in commodity prices, there is a 95 percent probability that the one-day loss in fair value of the portfolios will not exceed the value at risk. The simulation method uses historical correlations and market forward prices and volatilities. In applying the value-at-risk methodology, we do not consider that the simulated hypothetical movements affect the positions

or would cause any potential liquidity issues, nor do we consider that changing the portfolio in response to market conditions could affect market prices and could take longer than a one-day holding period to execute. While a one-day holding period has historically been the industry standard, a longer holding period could more accurately represent the true market risk given market liquidity and our own credit and liquidity constraints.

We segregate our derivative contracts into trading and nontrading contracts, as defined in the following paragraphs. We calculate value at risk separately for these two categories. Derivative contracts designated as normal purchases or sales under SFAS 133 and nonderivative energy contracts have been excluded from our estimation of value at risk.

Trading

Our trading portfolio consists of derivative contracts entered into for purposes other than economically hedging our commodity price-risk exposure. Our value at risk for contracts held for trading purposes was approximately \$1 million at December 31, 2006, and \$4 million at December 31, 2005. During the year ended December 31, 2006, our value at risk for these contracts ranged from a high of \$4 million to a low of \$1 million.

Nontrading

Our nontrading portfolio consists of derivative contracts that hedge or could potentially hedge the price risk exposure from the following activities:

Segment	Commodity Price Risk Exposure
Exploration & Production	• Natural gas sales
Midstream	• Natural gas purchases
Power	• Natural gas purchases and sales • Electricity purchases and sales

The value at risk for derivative contracts held for nontrading purposes was \$12 million at December 31, 2006, and \$28 million at December 31, 2005. During the year ended December 31, 2006, our value at risk for these contracts ranged from a high of \$25 million to a low of \$12 million. Certain of the derivative contracts held for nontrading purposes are accounted for as cash flow hedges under SFAS 133. Though these contracts are included in our value-at-risk calculation, any change in the fair value of these hedge contracts would generally not be reflected in earnings until the associated hedged item affects earnings.

Foreign Currency Risk

We have international investments that could affect our financial results if the investments incur a permanent decline in value as a result of changes in foreign currency exchange rates and/or the economic conditions in foreign countries.

International investments accounted for under the cost method totaled \$42 million at December 31, 2006, and \$45 million at December 31, 2005. These investments are primarily in nonpublicly traded companies for which it is not practicable to estimate fair value. We believe that we can realize the carrying value of these investments considering the status of the operations of the companies underlying these investments. If a 20 percent change occurred in the value of the underlying currencies of these investments against the U.S. dollar, the fair value at December 31, 2006, could change by approximately \$8.3 million assuming a direct correlation between the currency fluctuation and the value of the investments.

Net assets of consolidated foreign operations whose functional currency is the local currency are located primarily in Canada and approximate 6 percent of our net assets at December 31, 2006 and 2005. These foreign operations do not have significant transactions or financial instruments denominated in other currencies. However, these investments do have the potential to impact our financial position, due to fluctuations in these local currencies arising from the process of re-measuring the local functional currency into the U.S. dollar. As an example, a 20 percent change in the respective functional currencies against the U.S. dollar could have changed *stockholders' equity* by approximately \$68 million at December 31, 2006.

Item 8. *Financial Statements and Supplementary Data*

**MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING**

Williams' management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934) and for the assessment of the effectiveness of internal control over financial reporting. Our internal control system was designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorization of our management and board of directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of Williams' internal control over financial reporting as of December 31, 2006. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control — Integrated Framework*. Management's assessment included an evaluation of the design of our internal control over financial reporting and testing of the operational effectiveness of our internal control over financial reporting. Based on our assessment we believe that, as of December 31, 2006, Williams' internal control over financial reporting is effective based on those criteria.

Ernst & Young, LLP, our independent registered public accounting firm, has issued an audit report on our assessment of the company's internal control over financial reporting. A copy of this report is included in this Annual Report on Form 10-K.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING
FIRM ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

The Board of Directors and Stockholders of
The Williams Companies, Inc.

We have audited management's assessment, included in the accompanying Management's Report on Internal Control Over Financial Reporting, that The Williams Companies, Inc. maintained effective internal control over financial reporting as of December 31, 2006, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). The Williams Companies, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assessment that The Williams Companies, Inc. maintained effective internal control over financial reporting as of December 31, 2006, is fairly stated, in all material respects, based on the COSO criteria. Also, in our opinion, The Williams Companies, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2006, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of The Williams Companies, Inc. as of December 31, 2006 and 2005, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2006 of The Williams Companies, Inc. and our report dated February 22, 2007 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Tulsa, Oklahoma
February 22, 2007

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of
The Williams Companies, Inc.

We have audited the accompanying consolidated balance sheet of The Williams Companies, Inc. as of December 31, 2006 and 2005, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2006. Our audits also included the financial statement schedule listed in the index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Williams Companies, Inc. at December 31, 2006 and 2005, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2006, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

As explained in Note 1 to the consolidated financial statements, effective January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123(R), *Share-Based Payment* and as explained in Note 7 to the consolidated financial statements, effective December 31, 2006, the Company adopted Statement of Financial Accounting Standards No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans*. Also, as explained in Note 9 to the consolidated financial statements, effective December 31, 2005, the Company adopted FASB Interpretation No. 47, *Accounting for Conditional Asset Retirement Obligations*.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of The Williams Companies, Inc.'s internal control over financial reporting as of December 31, 2006, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 22, 2007 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Tulsa, Oklahoma
February 22, 2007

THE WILLIAMS COMPANIES, INC.
CONSOLIDATED STATEMENT OF INCOME

	Years Ended December 31,		
	2006	2005	2004
	(Millions, except per-share amounts)		
Revenues:			
Exploration & Production	\$ 1,487.6	\$ 1,269.1	\$ 777.6
Gas Pipeline	1,347.7	1,412.8	1,362.3
Midstream Gas & Liquids	4,124.7	3,232.7	2,882.6
Power	7,462.4	9,093.9	9,272.4
Other	26.5	27.2	32.8
Intercompany eliminations	(2,636.0)	(2,452.1)	(1,866.4)
Total revenues	<u>11,812.9</u>	<u>12,583.6</u>	<u>12,461.3</u>
Segment costs and expenses:			
Costs and operating expenses	9,973.6	10,871.0	10,751.7
Selling, general and administrative expenses	449.2	325.4	355.5
Other (income) expense — net	20.7	61.2	(51.6)
Total segment costs and expenses	<u>10,443.5</u>	<u>11,257.6</u>	<u>11,055.6</u>
General corporate expenses	132.1	145.5	119.8
Securities litigation settlement and related costs	167.3	9.4	—
Operating income (loss):			
Exploration & Production	529.7	568.4	223.9
Gas Pipeline	430.3	542.2	557.6
Midstream Gas & Liquids	631.3	446.6	552.2
Power	(223.8)	(236.8)	86.5
Other	1.9	5.6	(14.5)
General corporate expenses	(132.1)	(145.5)	(119.8)
Securities litigation settlement and related costs	(167.3)	(9.4)	—
Total operating income	<u>1,070.0</u>	<u>1,171.1</u>	<u>1,285.9</u>
Interest accrued	(676.1)	(671.7)	(834.4)
Interest capitalized	17.2	7.2	6.7
Investing income	173.0	23.7	48.0
Early debt retirement costs	(31.4)	(0.4)	(282.1)
Minority interest in income of consolidated subsidiaries	(40.0)	(25.7)	(21.4)
Other income — net	26.4	27.1	21.8
Income from continuing operations before income taxes and cumulative effect of change in accounting principle	539.1	531.3	224.5
Provision for income taxes	206.3	213.9	131.3
Income from continuing operations	332.8	317.4	93.2
Income (loss) from discontinued operations	(24.3)	(2.1)	70.5
Income before cumulative effect of change in accounting principle	308.5	315.3	163.7
Cumulative effect of change in accounting principle	—	(1.7)	—
Net income	<u>\$ 308.5</u>	<u>\$ 313.6</u>	<u>\$ 163.7</u>
Basic earnings (loss) per common share:			
Income from continuing operations	\$.56	\$.55	\$.18
Income (loss) from discontinued operations	(.04)	—	.13
Income before cumulative effect of change in accounting principle	.52	.55	.31
Cumulative effect of change in accounting principle	—	—	—
Net income	<u>\$.52</u>	<u>\$.55</u>	<u>\$.31</u>
Weighted-average shares (thousands)	<u>595,053</u>	<u>570,420</u>	<u>529,188</u>
Diluted earnings (loss) per common share:			
Income from continuing operations	\$.55	\$.53	\$.18
Income (loss) from discontinued operations	(.04)	—	.13
Income before cumulative effect of change in accounting principle	.51	.53	.31
Cumulative effect of change in accounting principle	—	—	—
Net income	<u>\$.51</u>	<u>\$.53</u>	<u>\$.31</u>
Weighted-average shares (thousands)	<u>608,627</u>	<u>605,847</u>	<u>535,611</u>

See accompanying notes.

THE WILLIAMS COMPANIES, INC.
CONSOLIDATED BALANCE SHEET

	December 31,	
	2006	2005
(Dollars in millions, except per-share amounts)		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 2,268.6	\$ 1,597.2
Restricted cash	91.6	92.9
Accounts and notes receivable (net of allowance of \$15.9 million in 2006 and \$86.6 million in 2005)	1,212.9	1,613.8
Inventories	241.4	272.6
Derivative assets	1,878.2	5,299.7
Margin deposits	59.3	349.2
Deferred income taxes	337.2	241.0
Other current assets and deferred charges	232.8	230.9
Total current assets	6,322.0	9,697.3
Restricted cash	34.5	36.5
Investments	866.0	887.8
Property, plant and equipment — net	14,180.7	12,409.2
Derivative assets	2,384.9	4,656.9
Goodwill	1,011.4	1,014.5
Other assets and deferred charges	602.9	740.4
Total assets	\$ 25,402.4	\$ 29,442.6
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,148.5	\$ 1,360.6
Accrued liabilities	1,241.4	1,123.1
Customer margin deposits payable	128.7	320.7
Derivative liabilities	1,782.9	5,523.2
Long-term debt due within one year	392.1	122.6
Total current liabilities	4,693.6	8,450.2
Long-term debt	7,622.0	7,590.5
Deferred income taxes	2,879.9	2,508.9
Derivative liabilities	2,043.8	4,331.1
Other liabilities and deferred income	1,009.1	920.3
Contingent liabilities and commitments (Note 15)		
Minority interests in consolidated subsidiaries	1,080.8	214.1
Stockholders' equity:		
Common stock (960 million shares authorized at \$1 par value; 602.8 million shares issued at December 31, 2006, and 579.1 million shares issued at December 31, 2005)	602.8	579.1
Capital in excess of par value	6,605.7	6,327.8
Accumulated deficit	(1,034.0)	(1,135.9)
Accumulated other comprehensive loss	(60.1)	(297.8)
Other	—	(4.5)
	6,114.4	5,468.7
Less treasury stock, at cost (5.7 million shares of common stock in 2006 and 2005)	(41.2)	(41.2)
Total stockholders' equity	6,073.2	5,427.5
Total liabilities and stockholders' equity	\$ 25,402.4	\$ 29,442.6

See accompanying notes.

THE WILLIAMS COMPANIES, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

	Common Stock	Capital in Excess of Par Value	Accumulated Deficit	Accumulated Other Comprehensive Loss	Other	Treasury Stock	Total
	(Dollars in millions)						
Balance, December 31, 2003	\$ 524.0	\$ 5,195.1	\$ (1,426.8)	\$ (121.0)	\$ (28.0)	\$ (41.2)	\$ 4,102.1
Comprehensive income:							
Net income — 2004	—	—	163.7	—	—	—	163.7
Other comprehensive loss:							
Net unrealized losses on cash flow hedges, net of reclassification adjustments	—	—	—	(142.7)	—	—	(142.7)
Net unrealized appreciation on marketable equity securities, net of reclassification adjustments	—	—	—	1.9	—	—	1.9
Foreign currency translation adjustments	—	—	—	15.8	—	—	15.8
Minimum pension liability adjustment	—	—	—	1.8	—	—	1.8
Total other comprehensive loss	—	—	—	(123.2)	—	—	(123.2)
Total comprehensive income							40.5
Issuance of common stock and settlement of forward contracts as a result of FELINE PACS exchange	33.1	782.9	—	—	—	—	816.0
Cash dividends — Common stock (\$.08 per share)	—	—	(43.4)	—	—	—	(43.4)
Allowance for and repayment of stockholders' notes	—	—	—	—	6.1	—	6.1
Stock award transactions, including tax benefit	6.7	27.9	—	—	—	—	34.6
Balance, December 31, 2004	563.8	6,005.9	(1,306.5)	(244.2)	(21.9)	(41.2)	4,955.9
Comprehensive income:							
Net income — 2005	—	—	313.6	—	—	—	313.6
Other comprehensive loss:							
Net unrealized losses on cash flow hedges, net of reclassification adjustments	—	—	—	(65.4)	—	—	(65.4)
Foreign currency translation adjustments	—	—	—	11.4	—	—	11.4
Minimum pension liability adjustment	—	—	—	.4	—	—	.4
Total other comprehensive loss	—	—	—	(53.6)	—	—	(53.6)
Total comprehensive income							260.0
Issuance of common stock and settlement of forward contracts as a result of FELINE PACS exchange	10.9	261.9	—	—	—	—	272.8
Cash dividends — Common stock (\$.25 per share)	—	—	(143.0)	—	—	—	(143.0)
Allowance for and repayment of stockholders' notes	—	—	—	—	17.4	—	17.4
Stock award transactions, including tax benefit	4.4	60.0	—	—	—	—	64.4
Balance, December 31, 2005	579.1	6,327.8	(1,135.9)	(297.8)	(4.5)	(41.2)	5,427.5
Comprehensive income:							
Net income — 2006	—	—	308.5	—	—	—	308.5
Other comprehensive income:							
Net unrealized gains on cash flow hedges, net of reclassification adjustments	—	—	—	394.2	—	—	394.2
Foreign currency translation adjustments	—	—	—	(4.7)	—	—	(4.7)
Minimum pension liability adjustment	—	—	—	(9)	—	—	(9)
Total other comprehensive income	—	—	—	388.6	—	—	388.6
Total comprehensive income							697.1
Adjustment to initially apply SFAS No. 158, net of tax:							
Pension benefits:							
Prior service cost	—	—	—	(3.5)	—	—	(3.5)
Net actuarial loss	—	—	—	(150.7)	—	—	(150.7)
Minimum pension liability	—	—	—	5.3	—	—	5.3
Other postretirement benefits:							
Prior service cost	—	—	—	(4.1)	—	—	(4.1)
Net actuarial gain	—	—	—	2.1	—	—	2.1
Issuance of common stock from 5.5% debentures conversion (Note 12)	20.2	193.2	—	—	—	—	213.4
Cash dividends — Common stock (\$.35 per share)	—	—	(206.6)	—	—	—	(206.6)
Repayment of stockholders' notes	—	—	—	—	4.5	—	4.5
Stock award transactions, including tax benefit	3.5	84.7	—	—	—	—	88.2
Balance, December 31, 2006	\$ 602.8	\$ 6,605.7	\$ (1,034.0)	\$ (60.1)	\$ —	\$ (41.2)	\$ 6,073.2

See accompanying notes.

THE WILLIAMS COMPANIES, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS

	Years Ended December 31,		
	2006	2005 (Millions)	2004
OPERATING ACTIVITIES:			
Net income	\$ 308.5	\$ 313.6	\$ 163.7
Adjustments to reconcile to net cash provided by operations:			
(Income) loss from discontinued operations	24.3	2.1	(70.5)
Cumulative effect of change in accounting principle	—	1.7	—
Depreciation, depletion and amortization	865.5	740.0	668.5
Provision (benefit) for deferred income taxes	169.2	(45.3)	123.0
Provision for loss on investments, property and other assets	25.5	118.7	86.7
Net gain on dispositions of assets	(22.5)	(58.3)	(18.1)
Early debt retirement costs	31.4	.4	282.1
Minority interest in income of consolidated subsidiaries	40.0	25.7	21.4
Amortization of stock-based awards	43.9	12.7	9.5
Cash provided (used) by changes in current assets and liabilities:			
Restricted cash	4.2	(14.0)	(14.1)
Accounts and notes receivable	378.1	(240.9)	234.6
Inventories	31.3	(9.7)	(18.3)
Margin deposits and customer margin deposits payable	97.9	85.5	414.1
Other current assets and deferred charges	(34.2)	5.9	112.8
Accounts payable	(183.9)	232.5	(118.5)
Accrued liabilities	(147.9)	22.9	(218.9)
Changes in current and noncurrent derivative assets and liabilities	303.2	173.9	(160.4)
Changes in noncurrent restricted cash	—	—	86.5
Other, including changes in noncurrent assets and liabilities	(51.5)	82.5	(112.0)
Net cash provided by operating activities of continuing operations	1,883.0	1,449.9	1,472.1
Net cash provided by operating activities of discontinued operations	6.6	—	15.8
Net cash provided by operating activities	1,889.6	1,449.9	1,487.9
FINANCING ACTIVITIES:			
Proceeds from long-term debt	1,299.4	—	75.0
Payments of long-term debt	(776.7)	(251.2)	(3,263.2)
Proceeds from issuance of common stock	34.3	309.9	20.6
Proceeds from sale of limited partner units of consolidated partnership	863.4	111.0	—
Tax benefit of stock-based awards	15.5	—	—
Dividends paid	(206.6)	(143.0)	(43.4)
Payments for debt issuance costs and amendment fees	(37.0)	(29.6)	(26.0)
Premiums paid on tender offer, early debt retirements and FELINE PACS exchange	(25.8)	(.4)	(246.9)
Dividends and distributions paid to minority interests	(36.2)	(20.7)	(5.9)
Changes in restricted cash	(4.6)	(2.7)	21.7
Changes in cash overdrafts	(25.3)	63.2	(21.4)
Other — net	(1.2)	—	(14.8)
Net cash provided (used) by financing activities of continuing operations	1,103.2	36.5	(3,504.3)
Net cash used by financing activities of discontinued operations	—	—	(1.2)
Net cash provided (used) by financing activities	1,103.2	36.5	(3,505.5)
INVESTING ACTIVITIES:			
Property, plant and equipment:			
Capital expenditures	(2,509.2)	(1,299.0)	(787.4)
Net proceeds from dispositions	22.9	47.3	12.0
Proceeds from contract termination payment	3.3	87.9	—
Changes in accounts payable and accrued liabilities	104.7	65.1	—
Purchases of investments/advances to affiliates	(48.9)	(116.1)	(2.1)
Purchases of restricted investments	(386.3)	(224.0)	—
Proceeds from sales of businesses	—	31.4	(471.8)
Proceeds from sales of auction rate securities	414.1	137.9	—
Proceeds from sale of restricted investments	—	—	851.4
Proceeds from dispositions of investments and other assets	62.3	64.2	94.1
Proceeds received on sale of note from WilTel	—	54.7	—
Payments received on notes receivable from WilTel	—	—	69.1
Proceeds from Gulfstream recapitalization	—	310.5	—
Other — net	15.7	20.9	(12.9)
Net cash provided (used) by investing activities of continuing operations	(2,321.4)	(819.2)	630.2
Net cash used by investing activities of discontinued operations	—	—	(.8)
Net cash provided (used) by investing activities	(2,321.4)	(819.2)	629.4
Increase (decrease) in cash and cash equivalents	671.4	667.2	(1,388.2)
Cash and cash equivalents at beginning of year	1,597.2	930.0	2,318.2
Cash and cash equivalents at end of year	\$ 2,268.6	\$ 1,597.2	\$ 930.0

See accompanying notes.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Description of Business, Basis of Presentation, and Summary of Significant Accounting Policies

Description of Business

Operations of our company are located principally in the United States and are organized into the following reporting segments: Exploration & Production, Gas Pipeline, Midstream Gas & Liquids (Midstream), and Power.

Exploration & Production includes natural gas development, production and gas management activities primarily in the Rocky Mountain and Mid-Continent regions of the United States and oil and natural gas interests in Argentina.

Gas Pipeline is comprised primarily of two interstate natural gas pipelines, as well as investments in natural gas pipeline-related companies. The Gas Pipeline operating segments have been aggregated for reporting purposes and include Northwest Pipeline Corporation (Northwest Pipeline), which extends from the San Juan basin in northwestern New Mexico and southwestern Colorado to Oregon and Washington, and Transcontinental Gas Pipe Line Corporation (Transco), which extends from the Gulf of Mexico region to the northeastern United States. In addition, we own a 50 percent interest in Gulfstream. Gulfstream is a natural gas pipeline system extending from the Mobile Bay area in Alabama to markets in Florida.

Midstream is comprised of natural gas gathering and processing and treating facilities in the Rocky Mountain and Gulf Coast regions of the United States, oil gathering and transportation facilities in the Gulf Coast region of the United States, majority-owned natural gas compression facilities in Venezuela, and assets in Canada, consisting primarily of a natural gas liquids extraction facility and a fractionation plant.

Power is an energy services provider that buys, sells, stores, and transports energy and energy-related commodities, primarily power and natural gas, on a wholesale level. Power focuses on its objectives of minimizing financial risk, maximizing cash flow, meeting contractual commitments, executing new contracts to hedge its portfolio, and providing commodity marketing and supply services that support our natural gas businesses.

Basis of Presentation

Unless indicated otherwise, the information in the Notes to the Consolidated Financial Statements relates to our continuing operations.

Certain amounts have been reclassified to conform to the current classifications.

In February 2005, we formed Williams Partners L.P., a limited partnership engaged in the business of gathering, transporting and processing natural gas and fractionating and storing natural gas liquids. We currently own approximately 22.5 percent of Williams Partners L.P., including the interests of the general partner, which is wholly owned by us. Considering the presumption of control of the general partner in accordance with Emerging Issues Task Force (EITF) Issue No. 04-5, "Determining Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights," Williams Partners L.P. is consolidated within our Midstream segment.

Summary of Significant Accounting Policies

Principles of consolidation

The consolidated financial statements include the accounts of our corporate parent and our majority-owned or controlled subsidiaries and investments. We apply the equity method of accounting for investments in unconsolidated companies in which we and our subsidiaries own 20 to 50 percent of the voting interest, or otherwise exercise significant influence over operating and financial policies of the company.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Use of estimates

Management makes estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Significant estimates and assumptions include:

- Impairment assessments of investments, long-lived assets and goodwill;
- Litigation-related contingencies;
- Valuations of derivatives;
- Environmental remediation obligations;
- Hedge accounting correlations and probability;
- Realization of deferred income tax assets;
- Valuation of Exploration & Production's reserves;
- Asset retirement obligations;
- Pension and postretirement valuation variables.

These estimates are discussed further throughout these notes.

Cash and cash equivalents

Cash and cash equivalents includes demand and time deposits, certificates of deposit, and other marketable securities with maturities of three months or less when acquired.

Restricted cash

Restricted cash within *current assets* consists primarily of collateral required by certain loan agreements for our Venezuelan operations, escrow accounts established to fund payments required by Power's California settlement (see Note 15), and an escrow account used to collect and manage margin dollars. *Restricted cash* within noncurrent assets relates primarily to certain borrowings by our Venezuelan operations as previously mentioned and letters of credit. We do not expect this cash to be released within the next twelve months. The current and noncurrent *restricted cash* is primarily invested in short-term money market accounts with financial institutions.

The classification of *restricted cash* is determined based on the expected term of the collateral requirement and not necessarily the maturity date of the investment vehicle.

Auction rate securities

Auction rate securities are instruments with long-term underlying maturities, but for which an auction is conducted periodically, as specified, to reset the interest rate and allow investors to buy or sell the instruments. Because auctions generally occur more often than annually, and because we hold these investments in order to meet short-term liquidity needs, we classify auction rate securities as short-term and include them in *other current assets and deferred charges* on our Consolidated Balance Sheet. Consistent with our other securities that are classified as available-for-sale, our Consolidated Statement of Cash Flows reflects the gross amount of the *purchases of auction rate securities* and the *proceeds from sales of auction rate securities*.

Accounts receivable

Accounts receivable are carried on a gross basis, with no discounting, less the allowance for doubtful accounts. We estimate the allowance for doubtful accounts based on existing economic conditions, the financial conditions of

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

the customers and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Interest income related to past due accounts receivable is generally recognized at the time full payment is received or collectibility is assured. Past due accounts are generally written off against the allowance for doubtful accounts only after all collection attempts have been exhausted.

Inventory valuation

All inventories are stated at the lower of cost or market. We determine the cost of certain natural gas inventories held by Transco using the last-in, first-out (LIFO) cost method. We determine the cost of the remaining inventories primarily using the average-cost method.

Property, plant and equipment

Property, plant and equipment is recorded at cost. We base the carrying value of these assets on estimates, assumptions and judgments relative to capitalized costs, useful lives and salvage values.

As regulated entities, Northwest Pipeline and Transco provide for depreciation using the straight-line method at Federal Energy Regulatory Commission (FERC)-prescribed rates. Depreciation rates used for major regulated gas plant facilities for all years presented, are as follows:

Category of Property	Depreciation Rates
Gathering facilities	0% - 3.80%
Storage facilities	1.05% - 2.50%
Onshore transmission facilities	2.35% - 7.25%
Offshore transmission facilities	0.85% - 1.50%

Depreciation for nonregulated entities is provided primarily on the straight-line method over estimated useful lives, except as noted below for oil and gas exploration and production activities. The estimated useful lives are as follows:

Category of Property	Estimated Useful Lives (In years)
Natural gas gathering and processing facilities	10 to 40
Power generation facilities	30
Transportation equipment	3 to 30
Building and improvements	5 to 45
Right of way	4 to 40
Office furnishings and computer software and hardware	3 to 20

Gains or losses from the ordinary sale or retirement of property, plant and equipment for regulated pipelines are credited or charged to accumulated depreciation; other gains or losses are recorded in *other (income) expense — net* included in *operating income*.

Ordinary maintenance and repair costs are generally expensed as incurred. Costs of major renewals and replacements are capitalized as *property, plant, and equipment — net*.

Oil and gas exploration and production activities are accounted for under the successful efforts method. Costs incurred in connection with the drilling and equipping of exploratory wells, as applicable, are capitalized as incurred. If proved reserves are not found, such costs are charged to expense. Other exploration costs, including lease rentals, are expensed as incurred. All costs related to development wells, including related production equipment and lease acquisition costs, are capitalized when incurred. Unproved properties are evaluated annually, or as conditions warrant, to determine any impairment in carrying value. *Depreciation, depletion and amortization* is provided under the units of production method on a field basis.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Proved properties, including developed and undeveloped, and costs associated with unproven reserves, are assessed for impairment using estimated future cash flows on a field basis. Estimating future cash flows involves the use of complex judgments such as estimation of the proved and unproven oil and gas reserve quantities, risk associated with the different categories of oil and gas reserves, timing of development and production, expected future commodity prices, capital expenditures, and production costs.

We record an asset and a liability equal to the present value of each expected future asset retirement obligation (ARO). The ARO asset is depreciated in a manner consistent with the depreciation of the underlying physical asset. We measure changes in the liability due to passage of time by applying an interest method of allocation. This amount is recognized as an increase in the carrying amount of the liability and as a corresponding accretion expense included in *other (income) expense — net* included in *operating income*, except for regulated entities, for which the liability is offset by a regulatory asset.

Goodwill

Goodwill represents the excess of cost over fair value of the assets of businesses acquired. It is evaluated annually for impairment by first comparing our management's estimate of the fair value of a reporting unit with its carrying value, including goodwill. If the carrying value of the reporting unit exceeds its fair value, a computation of the implied fair value of the goodwill is compared with its related carrying value. If the carrying value of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in the amount of the excess. We have *goodwill* of approximately \$1 billion at December 31, 2006, and 2005, at our Exploration & Production segment.

When a reporting unit is sold or classified as held for sale, any goodwill of that reporting unit is included in its carrying value for purposes of determining any impairment or gain/loss on sale. If a portion of a reporting unit with goodwill is sold or classified as held for sale and that asset group represents a business, a portion of the reporting unit's goodwill is allocated to and included in the carrying value of that asset group. None of the operations sold during 2005 and 2004 represented reporting units with goodwill or businesses within reporting units to which goodwill was required to be allocated.

Judgments and assumptions are inherent in our management's estimate of undiscounted future cash flows used to determine the estimate of the reporting unit's fair value. The use of alternate judgments and/or assumptions could result in the recognition of different levels of impairment charges in the financial statements.

Treasury stock

Treasury stock purchases are accounted for under the cost method whereby the entire cost of the acquired stock is recorded as treasury stock. Gains and losses on the subsequent reissuance of shares are credited or charged to *capital in excess of par value* using the average-cost method.

Derivative instruments and hedging activities

We utilize derivatives to manage our commodity price risk. These instruments consist primarily of futures contracts, swap agreements, option contracts, and forward contracts involving short- and long-term purchases and sales of a physical energy commodity. We execute most of these transactions on an organized commodity exchange or in over-the-counter markets in which quoted prices exist for active periods. For contracts with terms that exceed the time period for which actively quoted prices are available, we determine fair value by estimating commodity prices during the illiquid periods utilizing internally developed valuations incorporating information obtained from commodity prices in actively quoted markets, quoted prices in less active markets, prices reflected in current transactions, and other market fundamental analysis.

We report the fair value of derivatives, except for those for which the normal purchases and normal sales exception has been elected, on the Consolidated Balance Sheet in *derivative assets and derivative liabilities* as

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

either current or noncurrent. We determine the current and noncurrent classification based on the timing of expected future cash flows of individual contracts.

The accounting for changes in the fair value of a commodity derivative is governed by Statement of Financial Accounting Standard (SFAS) No. 133 and depends on whether the derivative has been designated in a hedging relationship and whether we have elected the normal purchases and normal sales exception. The accounting for the change in fair value can be summarized as follows:

<u>Derivative Treatment</u>	<u>Accounting Method</u>
Normal purchases and normal sales exception	Accrual accounting
Designated in a qualifying hedging relationship	Hedge accounting
All other derivatives	Mark-to-market accounting

We have elected the normal purchases and normal sales exception for certain short- and long-term purchases and sales of a physical energy commodity. Under accrual accounting, any change in the fair value of these derivatives is not reflected on the balance sheet after the initial election of the exception. Some contracts had a fair value at the date of the election and are reflected on the balance sheet at their fair value on the date of the election less the amount of that fair value realized during settlement periods subsequent to the election. For other contracts, we made the election at the inception of the contract and thus there is no recorded fair value.

We have also designated a hedging relationship for certain commodity derivatives. Prior to September 2004, Power's derivative contracts did not qualify for hedge accounting because of our stated intent to exit the Power business. In September 2004, we announced our decision to continue operating the Power business. As a result of that decision, Power's derivative contracts became eligible for hedge accounting. Power elected cash flow hedge accounting on a prospective basis beginning October 1, 2004, for certain qualifying derivative contracts.

For a derivative to qualify for designation in a hedging relationship, it must meet specific criteria and we must maintain appropriate documentation. We establish hedging relationships pursuant to our risk management policies. We evaluate the hedging relationships at the inception of the hedge and on an ongoing basis to determine whether the hedging relationship is, and is expected to remain, highly effective in achieving offsetting changes in fair value or cash flows attributable to the underlying risk being hedged. We also regularly assess whether the hedged forecasted transaction is probable of occurring. If a derivative ceases to be or is no longer expected to be highly effective, or if we believe the likelihood of occurrence of the hedged forecasted transaction is no longer probable, hedge accounting is discontinued prospectively, and future changes in the fair value of the derivative are recognized currently in *revenues*.

For commodity derivatives designated as a cash flow hedge, the effective portion of the change in fair value of the derivative is reported in *other comprehensive income (loss)* and reclassified into earnings in the period in which the hedged item affects earnings. Any ineffective portion of the derivative's change in fair value is recognized currently in *revenues*. Gains or losses deferred in *accumulated other comprehensive loss* associated with terminated derivatives, derivatives that cease to be highly effective hedges, derivatives for which the forecasted transaction is reasonably possible but no longer probable of occurring, and cash flow hedges that have been otherwise discontinued remain in *accumulated other comprehensive loss* until the hedged item affects earnings. If it becomes probable that the forecasted transaction designated as the hedged item in a cash flow hedge will not occur, any gain or loss deferred in *accumulated other comprehensive loss* is recognized in *revenues* at that time. The change in likelihood is a judgmental decision that includes qualitative assessments made by management.

For commodity derivatives that are not designated in a hedging relationship, and for which we have not elected the normal purchases and normal sales exception, we report changes in fair value currently in *revenues*.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Certain gains and losses on derivative instruments included in the Consolidated Statement of Income are netted together to a single net gain or loss, while other gains and losses are reported on a gross basis. Gains and losses recorded on a net basis include:

- Unrealized gains and losses on all derivatives that are not designated as hedges and for which we have not elected the normal purchases and normal sales exception;
- The ineffective portion of unrealized gains and losses on derivatives that are designated as cash flow hedges;
- Realized gains and losses on all derivatives that settle financially;
- Realized gains and losses on derivatives held for trading purposes;
- Realized gains and losses on derivatives entered into as a pre-contemplated buy/sell arrangement.

Realized gains and losses on derivatives that require physical delivery, and which are not held for trading purposes nor were entered into as a pre-contemplated buy/sell arrangement, are recorded on a gross basis. In reaching our conclusions on this presentation, we evaluated the indicators in EITF Issue No. 99-19 "Reporting Revenue Gross as a Principal versus as an Agent," including whether we act as principal in the transaction; whether we have the risks and rewards of ownership, including credit risk; and whether we have latitude in establishing prices.

Assessment of energy-related contracts for lease classification

EITF 01-8, "Determining Whether an Arrangement Contains a Lease," became effective on July 1, 2003, and provides guidance for determining whether certain contracts such as transportation, transmission, storage, full requirements, and tolling agreements are executory service arrangements or leases pursuant to SFAS No. 13, "Accounting for Leases." The consensus is applied prospectively to arrangements consummated or modified after July 1, 2003. Prior to July 1, 2003, we accounted for energy-related contracts as executory service arrangements and continue this accounting unless a contract is subsequently modified and evaluated to be a lease. For executory service arrangements, the monthly demand payments are expensed as incurred. Certain of Power's tolling agreements will likely be considered leases under the consensus if the tolling agreements are ever modified. One tolling agreement was modified in 2004 and is accounted for as an operating lease. For tolling agreements that are modified and deemed to be operating leases, the monthly demand payments are expensed as incurred. If the monthly demand payments are not incurred on a straight-line basis, expense is nevertheless recognized on a straight-line basis. If such tolling agreements are modified and deemed to be capital leases, the net present value of the demand payments would be reported on the Consolidated Balance Sheet as *long-term debt* and as an asset in *property, plant and equipment — net*.

Gas Pipeline revenues

Revenues from the transportation of gas are recognized in the period the service is provided, and revenues for sales of products are recognized in the period of delivery. Gas Pipeline is subject to FERC regulations and, accordingly, certain revenues collected may be subject to possible refunds upon final orders in pending rate cases. Gas Pipeline records estimates of rate refund liabilities considering Gas Pipeline and other third-party regulatory proceedings, advice of counsel and estimated total exposure, as discounted and risk weighted, as well as collection and other risks.

Exploration & Production revenues

Revenues from the domestic production of natural gas in properties for which Exploration & Production has an interest with other producers are recognized based on the actual volumes sold during the period. Any differences between volumes sold and entitlement volumes, based on Exploration & Production's net working interest, that are

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

determined to be nonrecoverable through remaining production are recognized as accounts receivable or accounts payable, as appropriate. Cumulative differences between volumes sold and entitlement volumes are not significant.

Revenues, other than Gas Pipeline, Exploration & Production, and energy commodity risk management and trading activities

Revenues generally are recorded when services are performed or products have been delivered.

Impairment of long-lived assets and investments

We evaluate the long-lived assets of identifiable business activities for impairment when events or changes in circumstances indicate, in our management's judgment, that the carrying value of such assets may not be recoverable. When an indicator of impairment has occurred, we compare our management's estimate of undiscounted future cash flows attributable to the assets to the carrying value of the assets to determine whether an impairment has occurred. We apply a probability-weighted approach to consider the likelihood of different cash flow assumptions and possible outcomes including selling in the near term or holding for the remaining estimated useful life. If an impairment of the carrying value has occurred, we determine the amount of the impairment recognized in the financial statements by estimating the fair value of the assets and recording a loss for the amount that the carrying value exceeds the estimated fair value.

For assets identified to be disposed of in the future and considered held for sale in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," we compare the carrying value to the estimated fair value less the cost to sell to determine if recognition of an impairment is required. Until the assets are disposed of, the estimated fair value, which includes estimated cash flows from operations until the assumed date of sale, is recalculated when related events or circumstances change.

We evaluate our investments for impairment when events or changes in circumstances indicate, in our management's judgment, that the carrying value of such investments may have experienced an other-than-temporary decline in value. When evidence of loss in value has occurred, we compare our estimate of fair value of the investment to the carrying value of the investment to determine whether an impairment has occurred. If the estimated fair value is less than the carrying value and we consider the decline in value to be other-than-temporary, the excess of the carrying value over the fair value is recognized in the consolidated financial statements as an impairment.

Judgments and assumptions are inherent in our management's estimate of undiscounted future cash flows and an asset's fair value. Additionally, judgment is used to determine the probability of sale with respect to assets considered for disposal. The use of alternate judgments and/or assumptions could result in the recognition of different levels of impairment charges in the consolidated financial statements.

Capitalization of interest

We capitalize interest on major projects during construction. Interest is capitalized on borrowed funds and, where regulation by the FERC exists, on internally generated funds as a component of *other income — net*. The rates used by regulated companies are calculated in accordance with FERC rules. Rates used by unregulated companies are based on the average interest rate on debt. The benefit of interest capitalized on internally generated funds for regulated entities is reported in *other income — net* below *operating income*.

Additionally, Exploration & Production capitalizes interest on those construction projects with construction periods of at least three months and a total project cost in excess of \$1 million. Exploration & Production capitalizes interest on equity investments when the investee is undergoing construction in preparation for its planned principal operations.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Employee stock-based awards

Prior to January 1, 2006, we accounted for stock-based awards to employees and nonmanagement directors (see Note 13) under the recognition and measurement provisions of Accounting Principles Board (APB) Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations, as permitted by Financial Accounting Standards Board (FASB) Statement No. 123, "Accounting for Stock-Based Compensation" (SFAS No. 123). Compensation cost for stock options was not recognized in the Consolidated Statement of Income for the years prior to 2006 as all options granted had an exercise price equal to the market value of the underlying common stock on the date of the grant. Prior to January 1, 2006, compensation cost was recognized for restricted stock units. Effective January 1, 2006, we adopted the fair value recognition provisions of FASB Statement No. 123(R), "Share-Based Payment" (SFAS No. 123(R)), using the modified-prospective method. Under this method, compensation cost recognized in 2006 includes: (1) compensation cost for all share-based payments granted through December 31, 2005, but for which the requisite service period had not been completed as of December 31, 2005, based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123, and (2) compensation cost for most share-based payments granted subsequent to December 31, 2005, based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123(R). The performance targets for certain performance-based restricted stock units have not been established and therefore expense is not currently recognized. Expense associated with these performance-based awards will be recognized in future periods when performance targets are established. Results for prior periods have not been restated.

Total stock-based compensation expense for the year ending December 31, 2006, was \$43.9 million. This amount reflects a reduction of \$.3 million of previously recognized compensation cost for restricted stock units related to the estimated number of awards expected to be forfeited. This adjustment is not considered material for reporting as a cumulative effect of a change in accounting principle. Measured but unrecognized stock-based compensation expense at December 31, 2006, was approximately \$50 million, which does not include the effect of estimated forfeitures of \$1.9 million. This amount is comprised of approximately \$13 million related to stock options and approximately \$37 million related to restricted stock units. These amounts are expected to be recognized over a weighted-average period of 1.9 years.

As a result of adopting SFAS No. 123(R), our *income from continuing operations before income taxes* and *net income* for the year ending December 31, 2006, are approximately \$18.4 million and \$11.3 million lower, respectively, than if we continued to account for share-based compensation under APB No. 25. For the year ending December 31, 2006, both basic and diluted earnings per share are \$.02 lower due to the implementation of SFAS No. 123(R).

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table illustrates the effect on *net income* and *earnings per common share* for the years ending December 31, 2005 and 2004, if we had applied the fair value recognition provisions of SFAS No. 123 to options granted. For purposes of this pro forma disclosure, the value of the options was estimated using a Black-Scholes option pricing model and amortized to expense over the vesting period of the options.

	<u>Years Ended December 31,</u>	
	<u>2005</u>	<u>2004</u>
	<u>(Dollars in millions, except per share amounts)</u>	
Net income, as reported	\$ 313.6	\$ 163.7
Add: Stock-based employee compensation expense included in the consolidated statement of income, net of related tax effects	8.9	8.9
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax effects	(17.0)	(25.1)
Pro forma net income	<u>\$ 305.5</u>	<u>\$ 147.5</u>
Earnings per common share:		
Basic — as reported	\$.55	\$.31
Basic — pro forma	<u>\$.54</u>	<u>\$.28</u>
Diluted — as reported	\$.53	\$.31
Diluted — pro forma	<u>\$.52</u>	<u>\$.28</u>

Pro forma amounts for 2005 include compensation expense from awards of our company stock made in 2005, 2004, 2003, and 2002. Pro forma amounts for 2004 include compensation expense from awards made in 2004, 2003, 2002, and 2001. Also included in 2004 pro forma expense is \$3.3 million of incremental expense associated with a stock option exchange program.

Income taxes

We include the operations of our subsidiaries in our consolidated tax return. Deferred income taxes are computed using the liability method and are provided on all temporary differences between the financial basis and the tax basis of our assets and liabilities. Our management's judgment and income tax assumptions are used to determine the levels, if any, of valuation allowances associated with deferred tax assets.

Earnings (loss) per common share

Basic earnings (loss) per common share is based on the sum of the weighted-average number of common shares outstanding and issuable restricted stock units. *Diluted earnings (loss) per common share* includes any dilutive effect of stock options, unvested restricted stock units and, for applicable periods presented, convertible debt, unless otherwise noted.

Foreign currency translation

Certain of our foreign subsidiaries and equity method investees use their local currency as their functional currency. These foreign currencies include the Canadian dollar, British pound and Euro. Assets and liabilities of certain foreign subsidiaries and equity investees are translated at the spot rate in effect at the applicable reporting date, and the combined statements of operations and our share of the results of operations of our equity affiliates are translated into the U.S. dollar at the average exchange rates in effect during the applicable period. The resulting cumulative translation adjustment is recorded as a separate component of *other comprehensive income (loss)*.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Transactions denominated in currencies other than the functional currency are recorded based on exchange rates at the time such transactions arise. Subsequent changes in exchange rates result in transaction gains and losses which are reflected in the Consolidated Statement of Income.

Issuance of equity of consolidated subsidiary

Sales of residual equity interests in a consolidated subsidiary are accounted for as capital transactions. No adjustments to capital are made for sales of preferential interests in a subsidiary. No gain or loss is recognized on these transactions.

Recent Accounting Standards

In September 2005, the FASB ratified EITF Issue No. 04-13, "Accounting for Purchases and Sales of Inventory with the Same Counterparty" (EITF 04-13). The consensus states that two or more inventory purchase and sales transactions with the same counterparty that are entered into in contemplation of one another should be combined as a single exchange transaction for purposes of applying APB Opinion No. 29, "Accounting for Nonmonetary Transactions." A nonmonetary exchange of inventory within the same line of business where finished goods inventory is transferred in exchange for the receipt of either raw materials or work in process inventory should be recognized at fair value by the entity transferring the finished goods inventory if fair value is determinable within reasonable limits and the transaction has commercial substance. All other nonmonetary exchanges of inventory within the same line of business should be recognized at the carrying amount of the inventory transferred. EITF 04-13 is effective for new arrangements entered into, and modifications or renewals of existing arrangements, beginning in the first reporting period beginning after March 15, 2006. We applied this Issue during 2006 with no significant impact on our Consolidated Financial Statements.

In February 2006, the FASB issued SFAS No. 155, "Accounting for Certain Hybrid Financial Instruments, an amendment of FASB Statements No. 133 and 140" (SFAS No. 155). With regard to SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," (SFAS No. 133) this Statement permits fair value remeasurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation, clarifies which interest-only and principal-only strips are not subject to the requirements of SFAS No. 133, and requires the holder of an interest in securitized financial assets to determine whether the interest is a freestanding derivative or contains an embedded derivative requiring bifurcation. SFAS No. 155 also amends SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities," (SFAS No. 140) to eliminate a restriction on the passive derivative financial instruments that a qualifying special purpose entity may hold. SFAS No. 155 is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. The fair value election regarding hybrid financial instruments may also be applied upon adoption of SFAS No. 155 to hybrid financial instruments that had been bifurcated prior to adoption of SFAS No. 155. We applied the provisions of SFAS No. 155 beginning in January 2007 with no impact on our Consolidated Financial Statements.

In March 2006, the FASB issued SFAS No. 156, "Accounting for Servicing of Financial Assets, an amendment of FASB Statement No. 140" (SFAS No. 156). This Statement amends SFAS No. 140 with respect to the accounting for separately recognized servicing assets and liabilities from undertaking an obligation to service a financial asset by entering into a servicing contract. SFAS No. 156 is effective as of the beginning of an entity's first fiscal year that begins after September 15, 2006. We applied the provisions of SFAS No. 156 beginning in January 2007 with no impact on our Consolidated Financial Statements.

In April 2006, the FASB issued a Staff Position (FSP) on a previously issued Interpretation (FIN), FSP FIN 46(R)-6, "Determining the Variability to Be Considered in Applying FASB Interpretation No. 46(R)." When determining the variability of an entity in applying FIN 46(R), a reporting enterprise must analyze the design of the entity and consider the nature of the risks in the entity, and determine the purpose for which the entity was created and determine the variability the entity is designed to create and pass along to its interest holders. The FSP is

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

effective beginning in the third quarter of 2006 on a prospective basis. We applied this FSP with no impact on our Consolidated Financial Statements.

In June 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109" (FIN 48). The Interpretation clarifies the accounting for uncertainty in income taxes under FASB Statement No. 109, "Accounting for Income Taxes." The Interpretation prescribes guidance for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. To recognize a tax position, the enterprise determines whether it is more likely than not that the tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured at the largest amount of benefit, determined on a cumulative probability basis, that is greater than 50 percent likely of being realized upon ultimate settlement.

FIN 48 is effective for fiscal years beginning after December 15, 2006. The cumulative effect of applying the Interpretation must be reported as an adjustment to the opening balance of retained earnings in the year of adoption. We adopted FIN 48 beginning January 1, 2007, as required. The net impact of the cumulative effect of adopting FIN 48 is expected to be in the range of a \$10 million to \$20 million decrease in retained earnings.

In June 2006, the FASB ratified EITF No. 06-3, "How Taxes Collected from Customers and Remitted to Governmental Authorities Should Be Presented in the Income Statement (That Is, Gross versus Net Presentation)" (EITF 06-3). EITF 06-3 addresses the income statement presentation of any tax collected from customers and remitted to a government authority and concludes the presentation of taxes on either a gross basis or a net basis is an accounting policy decision that should be disclosed pursuant to APB Opinion No. 22 "Disclosure of Accounting Policies." This is effective for interim and annual reporting periods beginning after December 15, 2006 and will require the financial statement disclosure of any significant taxes recognized on a gross basis. We are reviewing the presentation in our Consolidated Financial Statements and will apply the disclosure provisions of EITF 06-3 with our first quarter 2007 filing.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" (SFAS No. 157). This Statement establishes a framework for fair value measurements in the financial statements by providing a definition of fair value, provides guidance on the methods used to estimate fair value and expands disclosures about fair value measurements. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007 and is generally applied prospectively. We will assess the impact of SFAS No. 157 on our Consolidated Financial Statements.

In September 2006, the FASB issued FSP AUG AIR-1, "Accounting for Planned Major Maintenance Activities" (FSP AUG AIR-1). This FSP addresses the planned major maintenance of assets and prohibits the use of the "accrue-in-advance" method of accounting for these activities in annual and interim reporting periods. The FSP continues to allow the direct expense, built-in overhaul and deferral methods. FSP AUG AIR-1 requires disclosure of the method of accounting for planned major maintenance activities as well as information related to the change from the "accrue-in-advance" method to another method. This FSP is effective for the first fiscal year beginning after December 15, 2006 and should be applied retrospectively. We adopted this FSP in January 2007 with no significant impact on our Consolidated Financial Statements.

In December 2006, the FASB issued FSP EITF 00-19-2, "Accounting for Registration Payment Arrangements" (FSP EITF 00-19-2). The FSP specifies the contingent obligation to make future payments or otherwise transfer consideration under a registration payment arrangement, whether issued as a separate agreement or included as a provision of a financial instrument or other agreement, should be recognized and measured separately in accordance with FASB SFAS No. 5, "Accounting for Contingencies" and related literature. FSP EITF 00-19-2 further clarifies that a financial instrument subject to a registration payment arrangement should be accounted for in accordance with other applicable generally accepted accounting principles without regard to the contingent obligation to transfer consideration. The FSP applies immediately to registration payment arrangements and the

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

financial instruments subject to those arrangements that are entered into or modified subsequent to December 21, 2006. Whereas, for registration payment arrangements and the financial instruments subject to those arrangements entered into prior to its issuance, the FSP applies to our financial statements for the fiscal year beginning in 2007. We adopted the provisions of FSP EITF 00-19-2 beginning in January 2007 with no impact on our Consolidated Financial Statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities — Including an Amendment of FASB Statement No. 115" (SFAS No. 159). SFAS No. 159 establishes a fair value option permitting entities to elect the option to measure eligible financial instruments and certain other items at fair value on specified election dates. Unrealized gains and losses on items for which the fair value option has been elected will be reported in earnings. The fair value option may be applied on an instrument-by-instrument basis, with a few exceptions, is irrevocable and is applied only to entire instruments and not to portions of instruments. SFAS No. 159 is effective as of the beginning of the first fiscal year beginning after November 15, 2007 and should not be applied retrospectively to fiscal years beginning prior to the effective date, except as permitted for early adoption. Early adoption is permitted as of the beginning of a fiscal year provided the entity makes that choice in the first 120 days of the fiscal year and elects to simultaneously adopt the provisions of SFAS No. 157. At the effective date, an entity may elect the fair value option for eligible items existing at that date and the adjustment for the initial remeasurement of those items to fair value should be reported as a cumulative effect adjustment to the opening balance of retained earnings. We will assess the impact of SFAS No. 159 on our Consolidated Financial Statements.

Note 2. Discontinued Operations

The businesses discussed below represent components that have been sold as of December 31, 2006, and are classified as discontinued operations. Therefore, their results of operations (including any impairments, gains or losses), financial position and cash flows have been reflected in the consolidated financial statements and notes as discontinued operations.

Summarized Results of Discontinued Operations

The following table presents the summarized results of discontinued operations for the years ended December 31, 2006, 2005, and 2004. *Loss from discontinued operations before income taxes* for the year ended December 31, 2004, includes charges of approximately \$153 million to increase our accrued liability associated with certain Quality Bank litigation matters. (See Note 15.) The *provision for income taxes* for the year ended December 31, 2004, is less than the federal statutory rate due primarily to the effect of net Canadian tax benefits realized from the sale of the Canadian straddle plants partially offset by the United States tax effect of earnings associated with these assets.

	2006	2005 (Millions)	2004
Revenues	\$ —	\$ —	\$ 353.4
Loss from discontinued operations before income taxes	\$ (39.3)	\$ (3.9)	\$ (121.3)
Gain on sales	—	.5	200.5
Benefit (provision) for income taxes	15.0	1.3	(8.7)
Income (loss) from discontinued operations	<u>\$ (24.3)</u>	<u>\$ (2.1)</u>	<u>\$ 70.5</u>

2006 Activities

During 2006, we recorded charges of \$19.2 million for an adverse arbitration award related to our former chemical fertilizer business and a \$6 million accrual for a loss contingency in connection with a former exploration

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

business. In addition, we made a \$14.7 million accrual associated with an oil purchase contract related to our former Alaska refinery.

2004 Completed Transactions

Canadian straddle plants

On July 28, 2004, we completed the sale of the Canadian straddle plants for approximately \$544 million and recognized a \$189.8 million pre-tax gain on the sale. These assets were previously written down to estimated fair value, resulting in impairments of \$41.7 million during 2003 and \$36.8 million in 2002. In 2004, the fair value of the assets increased substantially due primarily to renegotiation of certain customer contracts and a general improvement in the market for processing assets. These operations were part of the Midstream segment.

Alaska refining, retail and pipeline operations

On March 31, 2004, we completed the sale of our Alaska refinery, retail and pipeline operations for approximately \$304 million. We received \$279 million in cash at the time of sale and \$25 million in cash during the second quarter of 2004. Based on information we obtained throughout the sales negotiations process, we recorded impairments of \$8 million in 2003 and \$18.4 million in 2002. We recognized a \$3.6 million pre-tax gain on the sale during first quarter 2004. These operations were part of the previously reported Petroleum Services segment.

We are party to a pending matter involving pipeline transportation rates charged to our former Alaska refinery in prior periods. While we have no loss exposure in this matter, favorable resolution could result in a refund.

Note 3. Investing Activities

Investing Income

Investing income for the years ended December 31, 2006, 2005 and 2004, is as follows:

	<u>2006</u>	<u>2005</u>	<u>2004</u>
		(Millions)	
Equity earnings*	\$ 98.9	\$ 65.6	\$ 49.9
Loss from investments*	—	(109.1)	(35.5)
Impairments of cost-based investments	(20.4)	(2.2)	(28.5)
Interest income and other	94.5	69.4	62.1
Total	<u>\$ 173.0</u>	<u>\$ 23.7</u>	<u>\$ 48.0</u>

* Items also included in *segment profit*. (See Note 17.)

Loss from investments for the year ended December 31, 2005, includes:

- An \$87.2 million impairment of our investment in Longhorn Partners Pipeline L.P. (Longhorn), which is included in our Other segment;
- A \$23 million impairment of our investment in Aux Sable Liquid Products, L.P. (Aux Sable), which is included in our Power segment.

Loss from investments for the year ended December 31, 2004, includes:

- A \$10.8 million impairment of our Longhorn investment;
- \$6.5 million net unreimbursed Longhorn recapitalization advisory fees;

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

- A \$16.9 million impairment of our investment in Discovery Producer Services, L.L.C. (Discovery), which is included in our Midstream segment.

Impairments of cost-based investments for the year ended December 31, 2006, includes a \$16.4 million impairment of a Venezuelan investment primarily due to a decline in reserve estimates. In 2006, our 10 percent direct working interest in an operating contract was converted to a 4 percent equity interest in a Venezuelan corporation which owns and operates oil and gas activities. Our 4 percent interest is reported as a cost method investment; previously, we accounted for our working interest using the proportionate consolidation method.

Impairments of cost-based investments for the year ended December 31, 2004, includes a \$20.8 million impairment of our investment in an Indonesian toll road, primarily due to increased uncertainty of the Indonesian economy.

Investments

Investments at December 31, 2006 and 2005, are as follows:

	2006	2005
	(Millions)	
Equity method		
Gulfstream Natural Gas System, L.L.C. — 50%	\$ 387.5	\$ 395.4
Discovery Producer Services, L.L.C. — 60%*	221.2	227.9
Petrolera Entre Lomas S.A. — 40.8%	58.8	51.9
ACCROVEN — 49.3%	57.4	60.0
Other	89.5	95.9
	<u>814.4</u>	<u>831.1</u>
Cost method	51.6	56.7
	<u>\$ 866.0</u>	<u>\$ 887.8</u>

* We own 20% directly and 40% indirectly through Williams Partners L.P., of which we own approximately 22.5%.

The difference between the carrying value of our equity investments and the underlying equity in the net assets of the investees is primarily related to impairments previously recognized.

Dividends and distributions, including those discussed below, received from companies accounted for by the equity method were \$115.6 million in 2006 and \$447.4 million in 2005. These transactions reduced the carrying value of our investments.

Gulfstream

In 2005, we received a \$310.5 million distribution from Gulfstream Natural Gas System, L.L.C. (Gulfstream) following its debt offering. We also received dividends from Gulfstream of \$41.5 million in 2006 and \$60.5 million in 2005.

Discovery

During 2005, our Midstream subsidiary acquired an additional 16.67 percent in Discovery, which was later reduced by 6.67 percent due to a nonaffiliated member exercising its purchase option. After these transactions, we hold a 60 percent interest in Discovery. We continue to account for this investment under the equity method due to

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

the voting provisions of Discovery's limited liability company which provide the other member of Discovery significant participatory rights such that we do not control the investment.

Additionally, we contributed \$40.7 million during 2005 to Discovery for planned capital expenditures. Each owner contributed an amount equal to their respective ownership percentage, thus having no impact on the overall ownership allocation. We received distributions from Discovery of \$27.2 million in 2006 and \$31.3 million in 2005, which reduced the carrying value of our investment.

Longhorn

Based on management's outlook for Longhorn at the end of the second quarter 2005, we assessed our equity investment in Longhorn to determine if there had been an other-than-temporary decline in its fair value. As a result, we recorded an impairment of \$49.1 million. In the fourth quarter of 2005, management of Longhorn decided to pursue a strategy of the sale of Longhorn. Based on initial indications from potential buyers, we determined that our Longhorn investment would require full impairment. Therefore, in fourth quarter 2005, we recorded a \$38.1 million impairment to write off the remaining investment in Longhorn.

We continue to have an equity ownership interest in Longhorn, including 94.7 percent of the Class B Interests and 21.3 percent of the Common Interests, even though the management of Longhorn completed an asset sale of the pipeline during the third quarter of 2006. Summarized results of operations of equity method investments in 2006, as presented below, reflect the impact of Longhorn's loss on this sale. As a result of the sale, we received full payment of the \$10 million secured bridge loan that we provided Longhorn during 2005.

Aux Sable

During 2005, we decided to solicit sales offers for our equity investment in Aux Sable, a natural gas liquids extraction and fractionation facility. Based on initial indications of potential sales proceeds, management concluded that there was an other-than-temporary decline in fair value below carrying value. Accordingly, we recorded an impairment of \$23 million.

Summarized Financial Position and Results of Operations of Equity Method Investments

Financial position at December 31:

	2006	2005
	(Millions)	
Current assets	\$ 296.5	\$ 470.5
Noncurrent assets	3,301.7	3,674.4
Current liabilities	198.0	362.0
Noncurrent liabilities	1,311.5	1,225.6

Results of operations for the years ended December 31:

	2006	2005	2004
	(Millions)		
Gross revenue	\$ 970.4	\$ 1,337.5	\$ 1,064.7
Operating income	401.2	236.3	185.0
Net income (loss)	(14.6)	105.3	107.8

Guarantees on Behalf of Investees

We have guaranteed commercial letters of credit totaling \$20 million on behalf of ACCROVEN. These expire in January 2008 and have no carrying value.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

We have provided guarantees on behalf of certain entities in which we have an equity ownership interest. These generally guarantee operating performance measures and the maximum potential future exposure cannot be determined. There are no expiration dates associated with these guarantees. No amounts have been accrued at December 31, 2006 and 2005.

Note 4. Asset Sales and Other Accruals

Significant gains or losses from asset sales and other accruals or adjustments reflected in *other (income) expense — net* within *segment costs and expenses* for the years noted are as follows:

	Year Ended December 31,		
	2006	2005 (Millions)	2004
Exploration & Production			
Gains on sales of certain natural gas properties	\$ —	\$ (29.6)	\$ —
Loss provision related to an ownership dispute	—	—	15.4
Midstream			
Accrual for Gulf Liquids litigation contingency. Associated with this contingency is an interest expense accrual of \$22 million, which is included in <i>interest accrued</i> (see Note 15)	72.7	—	—
Arbitration award on a Gulf Liquids insurance claim dispute	—	—	(93.6)
Power			
Accrual for litigation contingencies	4.8	82.2	—
Reduction of contingent obligations associated with our former distributive power generation business	(12.7)	—	—
Other			
Environmental accrual related to the Augusta refinery facility	—	—	11.8

Additional Items

Costs and operating expenses within our Gas Pipeline segment reported in 2005 includes:

- An adjustment to reduce costs by \$12.1 million to correct the carrying value of certain liabilities recorded in prior periods;
- Adjustments of \$37.3 million reflected as increases in costs and operating expenses related to \$32.1 million of prior period accounting and valuation corrections for certain inventory items and an accrual of \$5.2 million for contingent refund obligations.

Selling, general and administrative expenses within our Gas Pipeline segment in 2005 includes:

- An adjustment to reduce costs by \$5.6 million to correct the carrying value of certain liabilities recorded in prior periods;
- A \$17.1 million reduction in pension expense for the cumulative impact of a correction of an error attributable to 2003 and 2004. (See Note 7.)

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 5. Provision for Income Taxes

The provision for income taxes from continuing operations includes:

	2006	2005 (Millions)	2004
Current:			
Federal	\$ (9.0)	\$ 225.0	\$ 11.0
State	2.7	2.8	(13.7)
Foreign	43.4	31.4	11.0
	<u>37.1</u>	<u>259.2</u>	<u>8.3</u>
Deferred:			
Federal	140.9	(52.9)	75.1
State	3.3	15.6	38.7
Foreign	25.0	(8.0)	9.2
	<u>169.2</u>	<u>(45.3)</u>	<u>123.0</u>
Total provision	<u>\$ 206.3</u>	<u>\$ 213.9</u>	<u>\$ 131.3</u>

Reconciliations from the provision for income taxes from continuing operations at the federal statutory rate to the realized provision for income taxes are as follows:

	2006	2005 (Millions)	2004
Provision at statutory rate	\$ 188.7	\$ 186.0	\$ 78.6
Increases (decreases) in taxes resulting from:			
State income taxes (net of federal benefit)	6.5	21.5	27.9
Foreign operations — net	25.3	6.7	6.1
Utilization/valuation/expiration of charitable contributions	(9.3)	8.4	13.8
Federal income tax litigation	(40.0)	3.6	1.6
Non-deductible convertible debenture expenses	9.5	—	—
Adjustment of excess deferred taxes	7.4	(20.2)	—
Non-deductible penalties	—	17.7	(9)
Other — net	18.2	(9.8)	4.2
Provision for income taxes	<u>\$ 206.3</u>	<u>\$ 213.9</u>	<u>\$ 131.3</u>

Utilization of foreign operating loss carryovers reduced the provision for income taxes by \$3 million and \$13 million in 2006 and 2005, respectively. During 2004, the utilization of foreign tax credits reduced the provision for income taxes by \$12 million.

Income from continuing operations before income taxes and cumulative effect of change in accounting principle includes \$141 million, \$59 million, and \$51 million of international income in 2006, 2005, and 2004, respectively.

We provide for income taxes using the asset and liability method as required by SFAS No. 109, "Accounting for Income Taxes." As a result of additional analysis of our tax basis and book basis asset and liabilities, we recorded a tax provision of \$7.4 million and a tax benefit of \$20.2 million in 2006 and 2005, respectively, to adjust the overall deferred income tax liabilities on the Consolidated Balance Sheet.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

During the course of audits of our business by domestic and foreign tax authorities, we frequently face challenges regarding the amount of taxes due. These challenges include questions regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. In evaluating the liability associated with our various tax filing positions, we record a liability for probable tax contingencies. In association with this liability, we record an estimate of related interest and tax exposure as a component of our current tax provision. The impact of this accrual is included within *other — net* in our reconciliation of the tax provision to the federal statutory rate.

One of our wholly owned subsidiaries, Transco Coal Gas Company, was engaged in a dispute with the Internal Revenue Service (IRS) in which the principle issue was the recapture of certain income tax credits associated with the construction and operation of a coal gasification plant in North Dakota by Great Plains Gasification Associates, a partnership in which Transco Coal Gas Company was a partner in the 1980's. The IRS took alternative positions that alleged a disposition date for purposes of tax credit recapture that was earlier than the position taken in the partnership tax return. After settlement negotiations failed, the matter was tried before the U.S. Tax Court in February 2005. On December 27, 2006, the Tax Court ruled that the partnership utilized the appropriate disposition date for purposes of tax credit recapture.

Significant components of *deferred tax liabilities* and *deferred tax assets* as of December 31, 2006, and 2005, are as follows:

	2006	2005
	(Millions)	
Deferred tax liabilities:		
Property, plant and equipment	\$ 2,898.5	\$ 2,718.9
Derivatives — net	223.4	61.3
Investments	210.2	158.6
Other	100.4	96.7
Total deferred tax liabilities	<u>3,432.5</u>	<u>3,035.5</u>
Deferred tax assets:		
Minimum tax credits	145.6	163.8
Accrued liabilities	510.2	285.2
Receivables	17.3	39.3
Federal carryovers	182.8	286.0
Foreign carryovers	36.1	30.4
Other	33.9	—
Total deferred tax assets	<u>925.9</u>	<u>804.7</u>
Less valuation allowance	<u>36.1</u>	<u>37.1</u>
Net deferred tax assets	<u>889.8</u>	<u>767.6</u>
Overall net deferred tax liabilities	<u>\$ 2,542.7</u>	<u>\$ 2,267.9</u>

The *valuation allowance* at December 31, 2006, serves to reduce the recognized tax benefit associated with foreign carryovers to an amount that will, more likely than not, be realized. The *valuation allowance* at December 31, 2005 serves to reduce the recognized tax benefit associated with charitable contribution carryovers and foreign carryovers to an amount that will, more likely than not, be realized.

Undistributed earnings of certain consolidated foreign subsidiaries at December 31, 2006, totaled approximately \$198 million. No provision for deferred U.S. income taxes has been made for these subsidiaries because we intend to permanently reinvest such earnings in foreign operations.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Cash payments for income taxes (net of refunds) were \$79 million, \$230 million, and \$8 million in 2006, 2005, and 2004, respectively. Cash tax payments include settlements with taxing authorities associated with prior period audits of \$42 million and \$204 million in 2006 and 2005, respectively.

At December 31, 2006, federal net operating loss carryovers are \$509 million. We expect to utilize our net operating loss carryovers prior to expiration in 2022 through 2025. We also expect to utilize \$13 million of charitable contribution carryovers prior to their expiration in 2007 through 2010. We do not expect to be able to utilize our \$36.1 million foreign deferred tax assets related to carryovers.

In June 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109" (FIN 48). We adopted the Interpretation beginning January 1, 2007. The impact of this adoption is more fully described in Note 1.

Note 6. Earnings Per Common Share from Continuing Operations

Basic and diluted earnings per common share for the years ended December 31, 2006, 2005 and 2004, are:

	2006	2005	2004
	(Dollars in millions, except per-share amounts; shares in thousands)		
Income from continuing operations available to common stockholders for basic and diluted earnings per share(1)	\$ 332.8	\$ 317.4	\$ 93.2
Basic weighted-average shares(2)	595,053	570,420	529,188
Effect of dilutive securities:			
Unvested restricted stock units(3)	1,029	2,890	2,631
Stock options	4,440	4,989	3,792
Convertible debentures	8,105	27,548	—
Diluted weighted-average shares	608,627	605,847	535,611
Earnings per common share from continuing operations:			
Basic	\$.56	\$.55	\$.18
Diluted	\$.55	\$.53	\$.18

(1) The years ended December 31, 2006 and 2005, include \$3.0 million and \$10.2 million of interest expense, net of tax, associated with our convertible debentures. (See Note 12.) These amounts have been added back to *income from continuing operations available to common stockholders* to calculate diluted earnings per common share. (See discussion of antidilutive items below.)

(2) During January 2006, we issued 20.2 million shares of common stock related to a conversion offer for our 5.5 percent convertible debentures. In February 2005 and October 2004, we issued 10.9 million and 33.1 million, respectively, common shares associated with our FELINE PACS units.

(3) The unvested restricted stock units outstanding at December 31, 2006, will vest over the period from January 2007 to December 2009.

Approximately 27.5 million weighted-average shares related to the assumed conversion of convertible debentures, as well as the related interest, have been excluded from the computation of diluted earnings per common share for the year ended December 31, 2004. Inclusion of these shares would have an antidilutive effect on diluted earnings per common share. If no other components used to calculate diluted earnings per common share change, we estimate the assumed conversion of convertible debentures would have become dilutive and therefore would be included in diluted earnings per common share at an *income from continuing operations available to common stockholders* amount of \$198.1 million for the year ended December 31, 2004.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The table below includes information related to stock options that were outstanding at the end of each respective year but have been excluded from the computation of weighted-average stock options due to the option exercise price exceeding the fourth quarter weighted-average market price of our common shares.

	2006	2005	2004
Options excluded (millions)	3.6	4.7	8.5
Weighted-average exercise prices of options excluded	\$ 36.14	\$ 35.22	\$ 28.21
Exercise price ranges of options excluded	\$ 26.79 - \$42.29	\$ 22.68 - \$42.29	\$ 14.61 - \$42.29
Fourth quarter weighted-average market price	\$ 25.77	\$ 22.41	\$ 14.41

Note 7. Employee Benefit Plans

We have noncontributory defined benefit pension plans in which all eligible employees participate. Currently, eligible employees earn benefits primarily based on a cash balance formula. Various other formulas, as defined in the plan documents, are utilized to calculate the retirement benefits for plan participants not covered by the cash balance formula. At the time of retirement, participants may receive annuity payments, a lump sum payment or a combination of lump sum and annuity payments. In addition to our pension plans, we currently provide subsidized medical and life insurance benefits (other postretirement benefits) to certain eligible participants. Generally, employees hired after December 31, 1991, are not eligible for these benefits, except for participants that were employees of Transco Energy Company on December 31, 1995, and other miscellaneous defined participant groups. Certain of these other postretirement benefit plans, particularly the subsidized medical benefit plans, provide for retiree contributions and contain other cost-sharing features such as deductibles, co-payments, and co-insurance. The accounting for these plans anticipates future cost-sharing that is consistent with our expressed intent to increase the retiree contribution level generally in line with health care cost increases.

SFAS No. 158 Adoption

In September 2006, the FASB issued SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans — an amendment of FASB Statements No. 87, 88, 106 and 132(R)" (SFAS No. 158). This Statement requires sponsors of defined benefit pension and other postretirement benefit plans to recognize the funded status of their pension and other postretirement benefit plans in the statement of financial position, measure the fair value of plan assets and benefit obligations as of the date of the fiscal year-end statement of financial position, and provide additional disclosures. On December 31, 2006, we adopted the recognition and disclosure provisions of SFAS No. 158, the effect of which has been reflected in the accompanying consolidated financial statements as of December 31, 2006, as described below. The adoption had no impact on the consolidated financial statements at December 31, 2005 or 2004. SFAS No. 158's provisions regarding the change in the measurement date of postretirement benefit plans are not applicable as we already use a measurement date of December 31. There is no effect on our Consolidated Statement of Income for the year ended December 31, 2006, or for any periods presented related to the adoption of SFAS No. 158, nor will our future operating results be affected by the adoption.

Prior to the adoption of SFAS No. 158, accounting rules allowed for the delayed recognition of certain actuarial gains and losses caused by differences between actual and assumed outcomes, as well as charges or credits caused by plan changes impacting the benefit obligations which were attributed to participants' prior service. These unrecognized net actuarial gains or losses and unrecognized prior service costs or credits represented the difference between the plans' funded status and the amount recognized on the Consolidated Balance Sheet. In accordance with SFAS No. 158, we recorded adjustments to *accumulated other comprehensive loss*, net of income taxes, to recognize the funded status of our pension and other postretirement benefit plans on our Consolidated Balance Sheet. For our FERC-regulated gas pipelines, we recorded the adjustment to *net regulatory liabilities* for our other postretirement benefit plans. These

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

adjustments represent the previously unrecognized net actuarial gains and losses and unrecognized prior service costs or credits. The detail of the effect of adopting SFAS No. 158 is provided in the following table.

The adjustments recorded to *accumulated other comprehensive loss* and *net regulatory liabilities* will be recognized as components of *net periodic pension expense* or *net periodic other postretirement benefit expense* and amortized over future periods in accordance with SFAS No. 87, "Employers' Accounting for Pensions," and SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," in the same manner as prior to the adoption of SFAS No. 158. Actuarial gains and losses that arise in subsequent periods and are not recognized as *net periodic pension* or *other postretirement benefit expense* in the same period will now be recognized in *other comprehensive income (loss)* and *net regulatory liabilities*. These amounts will be recognized subsequently as a component of *net periodic pension* or *other postretirement benefit expense* following the same basis as the amounts recognized in *accumulated other comprehensive loss* and *net regulatory liabilities* upon adoption of SFAS No. 158.

The effects of adopting SFAS No. 158 on our Consolidated Balance Sheet at December, 31, 2006, are presented in the following tables. The disclosures in this note exclude the impact of a pension plan of an equity method investee.

	Prior to SFAS No. 158 Adoption(1)	Effect of SFAS No. 158 Adoption(1) (Millions)	After SFAS No. 158 Adoption(1)
Balances related to pension plans within:			
Assets:			
Noncurrent assets	\$ 330.8	\$ (216.7)	\$ 114.1
Liabilities:			
Current liabilities	—	1.0	1.0
Net regulatory liabilities	10.5	2.2	12.7
Noncurrent liabilities	18.9	20.2	39.1
Deferred income tax liabilities	(3.1)	(91.6)	(94.7)
Stockholders' equity:			
Accumulated other comprehensive loss	(4.9)	(148.5)	(153.4)
Balances related to other postretirement benefits plans within:			
Assets:			
Noncurrent assets	\$ 13.6	\$ (13.6)	\$ —
Liabilities:			
Current liabilities	10.6	(1.4)	9.2
Net regulatory liabilities	(8.0)	12.8	4.8
Noncurrent liabilities	133.2	(10.5)	122.7
Deferred income tax liabilities	—	(12.5)	(12.5)
Stockholders' equity:			
Accumulated other comprehensive loss	—	(2.0)	(2.0)

(1) Amounts in brackets represent a reduction within the line item balance included on the Consolidated Balance Sheet.

Prior to the adoption of SFAS No. 158, we had computed an additional minimum pension liability of \$10.2 million. The effect of recognizing this additional minimum pension liability is included as *accumulated other comprehensive loss* of \$4.9 million (net of taxes of \$3.1 million) and *net regulatory liabilities* of \$2.2 million under the "Prior to SFAS No. 158 Adoption" column within the previous table.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Accumulated other comprehensive loss at December 31, 2006 includes the following:

	Pension Benefits		Other Postretirement Benefits	
	Gross	Net of Tax	Gross	Net of Tax
	(Millions)			
Amounts not yet recognized in net periodic benefit expense:				
Unrecognized prior service cost	\$ (5.7)	\$ (3.5)	\$ (6.7)	\$ (4.1)
Unrecognized net actuarial gains (losses)	(242.4)	(149.9)	(7.8)	2.1
Amounts expected to be recognized in net periodic benefit expense (income) in 2007:				
Prior service cost (credit)	\$ (.4)	\$ (.3)	\$ 1.1	\$.7
Net actuarial (gains) losses	16.5	10.2	—	(.1)

Net regulatory liabilities includes unrecognized prior service credits of \$4.6 million and unrecognized net actuarial gains of \$8.2 million associated with our FERC-regulated gas pipelines. These amounts have not yet been recognized in *net periodic other postretirement benefit expense*. The prior service credit included in *net regulatory liabilities* and expected to be recognized in *net periodic other postretirement benefit expense* in 2007 is \$1.5 million. No actuarial gains included in *net regulatory liabilities* are expected to be recognized in *net periodic other postretirement benefit expense* in 2007.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Benefit Obligations

The following table presents the changes in benefit obligations and plan assets for pension benefits and other postretirement benefits for the years indicated. It also presents a reconciliation of the funded status of these benefit plans to the amounts recorded in the Consolidated Balance Sheet at December 31, 2005. The annual measurement date for our plans is December 31.

	Pension Benefits		Other Postretirement Benefits	
	2006	2005	2006	2005
	(Millions)			
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 897.4	\$ 893.0	\$ 375.4	\$ 268.4
Service cost	22.1	21.5	3.2	3.3
Interest cost	50.9	47.6	17.3	20.3
Plan participants' contributions	—	—	4.7	4.3
Settlement benefits paid	—	(4.0)	—	—
Benefits paid	(52.4)	(58.2)	(24.0)	(24.0)
Plan amendments	—	—	—	51.2
Actuarial (gain) loss	13.3	(2.5)	(64.2)	51.9
Benefit obligation at end of year	<u>931.3</u>	<u>897.4</u>	<u>312.4</u>	<u>375.4</u>
Change in plan assets:				
Fair value of plan assets at beginning of year	887.6	835.5	163.6	158.9
Actual return on plan assets	126.8	56.4	21.6	9.5
Employer contributions	43.3	57.9	14.6	14.9
Plan participants' contributions	—	—	4.7	4.3
Benefits paid	(52.4)	(58.2)	(24.0)	(24.0)
Settlement benefits paid	—	(4.0)	—	—
Fair value of plan assets at end of year	<u>1,005.3</u>	<u>887.6</u>	<u>180.5</u>	<u>163.6</u>
Funded status — overfunded (underfunded)	<u>\$ 74.0</u>	<u>(9.8)</u>	<u>\$ (131.9)</u>	<u>(211.8)</u>
Unrecognized net actuarial loss		309.7		74.4
Unrecognized prior service cost		5.1		1.7
Prepaid (accrued) benefit cost		<u>\$ 305.0</u>		<u>\$ (135.7)</u>
Accumulated benefit obligation	<u>\$ 871.6</u>	<u>\$ 831.4</u>		

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Amounts recognized in the Consolidated Balance Sheet at December 31, 2005 consist of:

	Pension Benefits	Other Postretirement Benefits (Millions)
Prepaid benefit cost	\$ 312.6	\$ —
Accrued benefit cost	(16.8)	(135.7)
Regulatory asset	2.3	—
Accumulated other comprehensive loss (before tax)	6.9	—
Prepaid (accrued) benefit cost	<u>\$ 305.0</u>	<u>\$ (135.7)</u>

The net underfunded/overfunded status of our pension plans presented in the previous table is recognized in the December 31, 2006, Consolidated Balance Sheet in *noncurrent assets* as \$114.1 million for our overfunded pension plans and in *current liabilities* as \$1.0 million and in *noncurrent liabilities* as \$39.1 million for our underfunded pension plans. The underfunded status of our other postretirement benefit plans presented in the previous table is recognized in the December 31, 2006, Consolidated Balance Sheet in *current liabilities* as \$9.2 million and in *noncurrent liabilities* as \$122.7 million. The plan assets within our other postretirement benefit plans are intended to be used for the payment of benefits for certain groups of participants. The *current liabilities* for the other postretirement benefit plans represent the actuarial present value of benefits included in the benefit obligation payable in 2007 for the groups of participants whose benefits are not expected to be paid from plan assets.

The *regulatory asset* shown in 2005 in the table above is the portion of the additional minimum pension liability recognized by our FERC-regulated gas pipelines. As required by FERC accounting guidelines, our FERC-regulated gas pipelines were required to record the effect of an additional minimum pension liability to a *regulatory asset* instead of *accumulated other comprehensive loss*.

The 2006 *actuarial loss* of \$13.3 million for our pension plans included in the table of changes in benefit obligation is due primarily to the impact of actual results differing from assumed results such as compensation and participant deaths, offset by the net impact of changes in assumptions utilized to calculate the benefit obligation including the discount rate, mortality and expected form of benefit payments. The 2005 *actuarial gain* of \$2.5 million for our pension plans included in the table of changes in benefit obligation reflects a gain of approximately \$68 million for the cumulative impact of a correction of an error determined to have occurred in 2003 and 2004. The error was associated with our third-party actuarial computation of the benefit obligation which resulted in the identification of errors in certain Transco participant data involving annuity contract information utilized for 2003 and 2004. This gain is offset substantially by the impact of changes to the discount rates utilized to determine the benefit obligation. The 2006 *actuarial gain* of \$64.2 million for our other postretirement benefit plans included in the table of changes in benefit obligation is due primarily to the impact of changes in assumptions utilized to calculate the benefit obligation including claims costs, health care cost trend rates and the discount rate, as well as actual results differing from assumed results such as participant deaths and terminations prior to retirement. The 2005 *actuarial loss* of \$51.9 million for our other postretirement benefit plans included in the table of changes in benefit obligation is due primarily to the impact of changes in assumptions utilized to calculate the benefit obligation including the health care cost trend rates, discount rate and estimated cost savings related to the Medicare Prescription Drug Act.

The current accounting rules for the determination of *net periodic pension* and *other postretirement benefit expense* allow for the delayed recognition of gains and losses caused by differences between actual and assumed outcomes for items such as estimated return on plan assets, or caused by changes in assumptions for items such as discount rates or estimated future compensation levels. The *unrecognized net actuarial loss* presented in the previous tables and recorded in *accumulated other comprehensive loss* and *net regulatory liabilities* at December 31, 2006, represents the cumulative net deferred losses from these types of differences or changes which have not yet

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

been recognized in the Consolidated Statement of Income. A portion of the net unrecognized gains and losses are amortized over the participants' average remaining future years of service, which is approximately 12 years for our pension plans and 13 years for our other postretirement benefit plans.

We have multiple pension plans that are aggregated as prescribed for reporting purposes including both overfunded and underfunded pension plans.

Information for pension plans with a projected benefit obligation in excess of plan assets:

	December 31,	
	2006	2005
	(Millions)	
Projected benefit obligation	\$ 479.8	\$ 428.6
Fair value of plan assets	439.7	359.7

Information for pension plans with an accumulated benefit obligation in excess of plan assets:

	December 31,	
	2006	2005
	(Millions)	
Accumulated benefit obligation	\$ 18.9	\$ 16.7
Fair value of plan assets	—	—

Net Periodic Pension and Other Postretirement Benefit Expense (Income)

Net periodic pension expense (income) and other postretirement benefit expense for the years ended December 31, 2006, 2005, and 2004, consists of the following:

	Pension Benefits		
	2006	2005	2004
	(Millions)		
Components of net periodic pension expense (income):			
Service cost	\$ 22.1	\$ 21.5	\$ 24.0
Interest cost	50.9	47.6	50.5
Expected return on plan assets	(66.8)	(71.1)	(64.9)
Amortization of prior service credit	(.6)	(.4)	(1.5)
Recognized net actuarial (gain) loss	20.6	(4.9)	9.4
Regulatory asset amortization (deferral)	(.2)	.6	2.0
Settlement/curtailment expense	—	2.7	.1
Net periodic pension expense (income)	<u>\$ 26.0</u>	<u>\$ (4.0)</u>	<u>\$ 19.6</u>

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Other Postretirement Benefits		
	2006	2005	2004
	(Millions)		
Components of net periodic other postretirement benefit expense:			
Service cost	\$ 3.2	\$ 3.3	\$ 3.2
Interest cost	17.3	20.3	18.8
Expected return on plan assets	(11.0)	(11.5)	(12.4)
Amortization of transition obligation	—	—	2.7
Amortization of prior service cost (credit)	(.4)	(4.3)	.6
Recognized net actuarial loss	—	3.2	—
Regulatory asset amortization	7.1	6.8	6.7
Net periodic other postretirement benefit expense	\$ 16.2	\$ 17.8	\$ 19.6

Net periodic pension expense (income) for 2005 includes a \$17.1 million reduction to expense to record the cumulative impact of a correction of an error determined to have occurred in 2003 and 2004. The error was associated with our third-party actuarial computation of annual *net periodic pension expense* which resulted from the identification of errors in certain Transco participant data involving annuity contract information utilized for 2003 and 2004. The adjustment is reflected as \$16.1 million within *recognized net actuarial (gain) loss* and \$1.0 million within *regulatory asset amortization (deferral)*.

The differences in the amount of actuarially determined *net periodic other postretirement benefit expense* and the other postretirement benefit costs recovered in rates for our FERC-regulated gas pipelines are deferred as a regulatory asset or liability. At December 31, 2006, we have a regulatory asset of \$8.5 million for Transco and a regulatory liability of \$13.3 million for Northwest Pipeline related to these deferrals. At December 31, 2005, we had a regulatory asset of \$24.3 million for Transco and a regulatory liability of \$10.8 million at Northwest Pipeline related to these deferrals. These amounts will be reflected in future rates based on Transco and Northwest Pipeline's rate structures.

Key Assumptions

The weighted-average assumptions utilized to determine benefit obligations as of December 31, 2006, and 2005, are as follows:

	Pension Benefits		Other Postretirement Benefits	
	2006	2005	2006	2005
Discount rate	5.80%	5.65%	5.80%	5.60%
Rate of compensation increase	5.00	5.00	N/A	N/A

The weighted-average assumptions utilized to determine *net periodic pension and other postretirement benefit expense* for the years ended December 31, 2006, 2005, and 2004, are as follows:

	Pension Benefits			Other Postretirement Benefits		
	2006	2005	2004	2006	2005	2004
Discount rate	5.65%	5.86%	6.25%	5.60%	5.63%	6.25%
Expected long-term rate of return on plan assets	7.75	8.50	8.50	6.95	7.45	8.50
Rate of compensation increase	5.00	5.00	5.00	N/A	N/A	N/A

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The discount rates for our pension and other postretirement benefit plans were determined separately based on an approach specific to our plans and their respective expected benefit cash flows. With the assistance of our third-party actuary, the plans were analyzed and discount rates based on a yield curve comprised of high-quality corporate bonds published by a large securities firm were matched to a highly correlated published index of high-quality corporate bonds. Based on an analysis performed between each of the plans' yield curve discount rates and the index, a formula was developed to determine the December 31, 2006, discount rates based upon the year-end published index.

The expected long-term rates of return on plan assets were determined by combining a review of the historical returns realized within the portfolio, the investment strategy included in the plans' Investment Policy Statement, and the capital market projections provided by our independent investment consultant for the asset classifications in which the portfolio is invested and the target weightings of each asset classification.

The mortality assumptions used to determine the obligations for our pension and other postretirement benefit plans are related to the experience of the plans and to our third-party actuary's best estimate of expected plan mortality. The selected mortality tables are among the most recent tables available.

The assumed health care cost trend rate for 2007 is 9.3 percent, and systematically decreases to 5.5 percent by 2013. The health care cost trend rate assumption has a significant effect on the amounts reported. A one-percentage-point change in assumed health care cost trend rates would have the following effects:

	Point increase	(Millions)	Point decrease
Effect on total of service and interest cost components	\$	3.3	\$ (4.1)
Effect on postretirement benefit obligation		60.5	(48.1)

Medicare Prescription Drug Act

In December 2003, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the Act) was signed into law. The Act introduced a prescription drug benefit under Medicare (Medicare Part D) beginning in 2006 as well as a federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. Our health care plans for retirees include prescription drug coverage. Prior to 2005, our plans were amended to coordinate and pay secondary to any part of Medicare, including prescription drug benefits covered by Medicare Part D, which resulted in a decrease in the benefit obligation of \$75.5 million. Beginning in 2005, the net reduction to the obligation was being amortized over approximately seven years which was the participants' average remaining years of service to full eligibility for benefits. It is reflected in the *amortization of prior service credit* in the table of components of *net periodic other postretirement benefit expense* for 2005.

Due to anticipated difficulties to administer our plans as previously amended to coordinate and pay secondary to Medicare Part D in 2006, we amended our plans in June 2005 to generally provide primary prescription drug coverage and apply for the federal subsidy in 2006. As a result of the amendment, generally our plans are designed to be actuarially equivalent to the standard coverage under Medicare Part D. The amendment increased our benefit obligation by \$51.2 million at June 30, 2005, and is reflected as a *plan amendment* in the table of changes in benefit obligation for 2005. Beginning in the third quarter of 2005, the increase to the obligation is being amortized over the participants' average remaining years of service to full eligibility for benefits, which is approximately seven years. *Net periodic other postretirement benefit expense* for 2005, reflects an increase of \$7.1 million, including an increase in *recognized net actuarial loss* of \$.3 million, an increase in *service cost* of \$.3 million, an increase in *interest cost* of \$2.6 million, and an increase in *amortization of prior service credit* of \$3.9 million, resulting from the plan amendment. We are continuing to evaluate coordination with Medicare Part D as a strategy to decrease our benefit obligation in the future and will closely monitor the development of systems and capabilities of third-party administrators to coordinate prescription drug benefits with the Centers for Medicare & Medicaid Services.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Plan Assets

The investment policy for our pension and other postretirement benefit plans articulates an investment philosophy in accordance with ERISA which governs the investment of the assets in a diversified portfolio. The investment strategy for the assets of the pension plans and approximately one half of the assets of the other postretirement benefit plans include maximizing returns with reasonable and prudent levels of risk. The investment returns on the approximate one half of remaining assets of the other postretirement benefit plans is subject to federal income tax, therefore the investment strategy also includes investing in a tax efficient manner.

The following table presents the weighted-average asset allocations at December 31, 2006, and 2005 and target asset allocation at December 31, 2006, by asset category.

	Pension Benefits			Other Postretirement Benefits		
	2006	2005	Target	2006	2005	Target
Equity securities	82%	81%	84%	77%	78%	80%
Debt securities	12	13	16	12	13	20
Other	6	6	—	11	9	—
	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>

Included in equity securities are investments in commingled funds that invest entirely in equity securities and comprise 38 percent and 37 percent of the pension plans' weighted-average assets at December 31, 2006, and 2005, respectively, and 27 percent and 26 percent of the other postretirement benefit plans' weighted-average assets at December 31, 2006, and 2005, respectively. Other assets are comprised primarily of cash and cash equivalents for the pension plans and other postretirement benefit plans.

The assets are invested in accordance with the target allocations identified in the previous table. The investment policy provides for minimum and maximum ranges for the broad asset classes in the previous table. Additional target allocations are identified for specific classes of equity securities. The asset allocation ranges established by the investment policy are based upon a long-term investment perspective. The ranges are more heavily weighted toward equity securities since the liabilities of the pension and other postretirement benefit plans are long-term in nature and historically equity securities have significantly outperformed other asset classes over long periods of time.

Equity security investments are restricted to high-quality, readily marketable securities that are actively traded on the major U.S. and foreign national exchanges. Investment in Williams' securities or an entity in which Williams has a majority ownership is prohibited except where these securities may be owned in a commingled investment vehicle in which the pension plans' trust invests. No more than five percent of the total stock portfolio valued at market may be invested in the common stock of any one corporation. The following securities and transactions are not authorized: unregistered securities, commodities or commodity contracts, short sales or margin transactions or other leveraging strategies. Investment strategies using options or futures are not authorized.

Debt security investments are restricted to high-quality, marketable securities that include U.S. Treasury, federal agencies and U.S. Government guaranteed obligations, and investment grade corporate issues. The overall rating of the debt security assets is required to be at least "A", according to the Moody's or Standard & Poor's rating system. No more than five percent of the total portfolio at the time of purchase may be invested in the debt securities of any one issuer. U.S. Government guaranteed and agency securities are exempt from this provision.

During 2006, 11 active investment managers and one passive investment manager managed substantially all of the pension and other postretirement benefit plans' funds, each of whom had responsibility for managing a specific portion of these assets.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Periodically, an asset and liability study is performed to determine the optimal asset mix to meet future benefit obligations. The most recent pension asset and liability study was performed in 2001.

Plan Benefit Payments and Employer Contributions

The following are the expected benefits to be paid by the plan and the expected federal prescription drug subsidy to be received in the next ten years. These estimates are based on the same assumptions previously discussed and reflect future service as appropriate. The actuarial assumptions are based on long-term expectations and include, but are not limited to, assumptions as to average expected retirement age and form of benefit payment. Actual benefit payments could differ significantly from expected benefit payments if near-term participant behaviors differ significantly from the actuarial assumptions.

	Pension Benefits	Other Postretirement Benefits (Millions)	Federal Prescription Drug Subsidy
2007	\$ 45.5	\$ 21.3	\$ (2.0)
2008	39.6	21.9	(1.9)
2009	35.7	22.2	(2.1)
2010	33.7	22.3	(2.2)
2011	34.5	21.5	(2.3)
2012-2016	240.3	105.8	(13.4)

We expect to contribute approximately \$41 million to our pension plans and approximately \$16 million to our other postretirement benefit plans in 2007.

Defined Contribution Plans

We also maintain defined contribution plans for the benefit of substantially all of our employees. Generally, plan participants may contribute a portion of their compensation on a pre-tax and after-tax basis in accordance with the plan's guidelines. We match employees' contributions up to certain limits. Costs recognized for these plans were \$18.7 million in 2006, \$16.8 million in 2005, and \$16.9 million in 2004. One of our defined contribution plans was amended as of July 1, 2005, to convert one of the funds within the plan to a nonleveraged employee stock ownership plan (ESOP). The 2005 compensation cost related to the ESOP of \$.7 million is included in the \$16.8 million of contributions, previously mentioned above, and represents the contribution made in consideration for employee services rendered in 2005. It is measured by the amount of cash contributed to the ESOP. The shares held by the ESOP are treated as outstanding when computing earnings per share and the dividends on the shares held by the ESOP are recorded as a component of retained earnings. For 2006 and future years, there are no contributions to this ESOP, other than dividend reinvestment, as contributions for purchase of our stock is now restricted within this defined contribution plan.

Note 8. Inventories

Inventories at December 31, 2006, and 2005, are as follows:

	2006	2005
	(Millions)	
Natural gas liquids	\$ 77.9	\$ 100.0
Natural gas in underground storage	77.6	90.4
Materials, supplies and other	85.9	82.2
	<u>\$ 241.4</u>	<u>\$ 272.6</u>

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Inventories determined using the LIFO cost method were approximately 11 percent and 8 percent of *inventories* at December 31, 2006 and 2005, respectively. The remaining *inventories* were primarily determined using the average-cost method.

If *inventories* valued using the LIFO cost method at December 31, 2006 and 2005, were valued at current replacement cost, the amounts would increase by \$22 million and \$59 million, respectively.

Natural gas in underground storage reflects a \$32.1 million charge recorded in 2005 for prior period accounting and valuation corrections.

Note 9. Property, Plant and Equipment

Property, plant and equipment — net at December 31, 2006, and 2005, is as follows:

	2006	2005
	(Millions)	
Cost:		
Exploration & Production	\$ 5,918.2	\$ 4,458.9
Gas Pipeline	9,127.3	8,371.1
Midstream Gas & Liquids(1)	4,545.5	4,351.4
Power	155.3	154.9
Other	245.6	235.5
	19,991.9	17,571.8
Accumulated depreciation, depletion and amortization	(5,811.2)	(5,162.6)
	<u>\$ 14,180.7</u>	<u>\$ 12,409.2</u>

(1) Certain assets above are currently pledged as collateral to secure debt. (See Note 11.)

Depreciation, depletion and amortization expense for *property, plant and equipment — net* was \$865.1 million in 2006, \$739 million in 2005, and \$667.4 million in 2004.

Property, plant and equipment — net includes approximately \$685 million at December 31, 2006, and \$374 million at December 31, 2005, of construction in progress which is not yet subject to depreciation. In addition, property of Exploration & Production includes approximately \$414 million at December 31, 2006, and \$443 million at December 31, 2005, of capitalized costs related to properties with unproven reserves not yet subject to depletion.

Property, plant and equipment — net includes approximately \$1.1 billion at December 31, 2006, and \$1.2 billion at December 31, 2005, related to amounts in excess of the original cost of the regulated facilities within Gas Pipeline as a result of our prior acquisitions. This amount is being amortized over 40 years using the straight-line amortization method. Current FERC policy does not permit recovery through rates for amounts in excess of original cost of construction.

Asset Retirement Obligations

In March 2005, the FASB issued FIN 47, "Accounting for Conditional Asset Retirement Obligations — an interpretation of FASB Statement No. 143." The Interpretation clarifies that the term "conditional asset retirement" as used in SFAS No. 143, "Accounting for Asset Retirement Obligations," refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement are conditional on a future event that may or may not be within the control of the entity. The Interpretation also clarifies when an entity would have sufficient information to reasonably estimate the fair value of an asset retirement obligation.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

We adopted the Interpretation on December 31, 2005. In accordance with the Interpretation, we estimated future retirement obligations for certain assets previously considered to have an indeterminate life. As a result, we recorded an increase in *other liabilities and deferred income* of \$29.4 million, an increase in *property, plant and equipment — net* of \$12.2 million, and a *cumulative effect of change in accounting principle* of \$1.7 million (net of \$1.0 million of taxes). We also recorded a \$14.5 million regulatory asset in *other assets and deferred charges* for retirement costs expected to be recovered through regulated rates. Had we implemented the Interpretation at the beginning of 2003, the financial statement impact at December 31, 2004 would not be substantially different than the impact at December 31, 2005.

The asset retirement obligation at December 31, 2006 and 2005 is \$333 million and \$93 million, respectively. The increase in the obligation in 2006 is due primarily to obtaining additional information that revised our estimation of our asset retirement obligation for certain assets in our Exploration & Production, Gas Pipeline and Midstream segments. Factors affected by the additional information included estimated settlement dates, estimated settlement costs and inflation rates.

The accrued obligations relate to producing wells, underground storage caverns, offshore platforms, fractionation facilities, gas gathering well connections and pipelines, and gas transmission facilities. At the end of the useful life of each respective asset, we are legally obligated to plug both producing wells and storage caverns and remove any related surface equipment, remove surface equipment and restore land at fractionation facilities, to dismantle offshore platforms, to cap certain gathering pipelines at the wellhead connection and remove any related surface equipment, and to remove certain components of gas transmission facilities from the ground.

Note 10. Accounts Payable and Accrued Liabilities

Under our cash-management system, certain cash accounts reflected negative balances to the extent checks written have not been presented for payment. These negative balances represent obligations and have been reclassified to *accounts payable*. *Accounts payable* includes approximately \$44 million of these negative balances at December 31, 2006, and \$69 million at December 31, 2005.

On May 26, 2004, we were released from certain historical indemnities, primarily related to environmental remediation, for an agreement to pay \$117.5 million. We had previously deferred \$113 million of a gain on sale related to these indemnities. At the date of sale, the deferred revenue and identified obligations related to the indemnities totaled \$102 million. The carrying value of this obligation is \$33.9 million at December 31, 2006, and \$51.3 million at December 31, 2005. The obligation will be settled with a payment of \$35 million on July 1, 2007.

Accrued liabilities at December 31, 2006, and 2005, are as follows:

	2006	2005
	(Millions)	
Interest	\$ 243.3	\$ 245.0
Employee costs	165.8	147.2
Taxes other than income taxes	151.9	141.4
Accrual for Gulf Liquids litigation contingency	94.7*	—
Income taxes	80.8	58.2
Accrual for Power litigation contingencies	43.4	52.2
Guarantees and payment obligations related to WiTel	41.1	42.7
Structured indemnity settlement	33.9	19.4
Other	386.5	417.0
	<u>\$ 1,241.4</u>	<u>\$ 1,123.1</u>

* Includes \$22 million of interest

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 11. Debt, Leases and Banking Arrangements

Long-Term Debt

Long-term debt at December 31, 2006 and 2005, is:

	Weighted-Average Interest Rate(1)	December 31,	
		2006	2005
(Millions)			
Secured(2)			
6.62%-9.45%, payable through 2016	8.0%	\$ 171.7	\$ 195.7
Adjustable rate, payable through 2016	6.2%	74.4	572.2
Capital lease obligations	9.3%	2.5	2.8
Unsecured			
5.5%-10.25%, payable through 2033	7.6%	7,690.4	6,867.3
Adjustable rate, due 2008	6.7%	75.0	75.0
Other, payable through 2007	6.0%	.1	.1
Total long-term debt, including current portion		8,014.1	7,713.1
Long-term debt due within one year		(392.1)	(122.6)
Long-term debt		\$ 7,622.0	\$ 7,590.5

(1) At December 31, 2006.

(2) Includes \$246.1 million at December 31, 2006, collateralized by certain fixed assets of two of our Venezuelan subsidiaries with a net book value of \$380 million at December 31, 2006.

Revolving credit and letter of credit facilities (credit facilities)

In May 2006, we obtained an unsecured, three-year, \$1.5 billion revolving credit facility, replacing our \$1.275 billion secured revolving credit facility. The new unsecured facility contains similar terms and financial covenants as the secured facility, but contains additional restrictions on asset sales, certain subsidiary debt and sale-leaseback transactions. The facility is guaranteed by Williams Gas Pipeline Company, LLC and we guarantee obligations of Williams Partners L.P. for up to \$75 million. Northwest Pipeline and Transco each have access to \$400 million and Williams Partners L.P. has access to \$75 million under the facility to the extent not otherwise utilized by us. Interest is calculated based on a choice of two methods: a fluctuating rate equal to the lender's base rate plus an applicable margin or a periodic fixed rate equal to LIBOR plus an applicable margin. We are required to pay a commitment fee (currently .25 percent annually) based on the unused portion of the facility. The margins and commitment fee are generally based on the specific borrower's senior unsecured long-term debt ratings. Significant financial covenants under the credit agreement include the following:

- Our ratio of debt to capitalization must be no greater than 65 percent. At December 31, 2006, we are in compliance with this covenant as our ratio of debt to capitalization, as calculated under this covenant, is approximately 53 percent.
- Ratio of debt to capitalization must be no greater than 55 percent for Northwest Pipeline and Transco. At December 31, 2006, we are in compliance with this covenant as our ratio of debt to capitalization, as calculated under this covenant, is approximately 44 percent for Northwest Pipeline and 32 percent for Transco.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

- Our ratio of EBITDA to interest, on a rolling four quarter basis, must be no less than 2.5 for the period ending December 31, 2007 and 3.0 for the remaining term of the agreement. Through December 31, 2006, we are in compliance with this covenant as we exceed the compliance level by approximately 50 percent.

Our \$500 million and \$700 million facilities provide for both borrowings and issuing letters of credit but are expected to be used primarily for issuing letters of credit. We are required to pay the funding bank fixed fees at a weighted-average interest rate of 3.64 percent and 2.29 percent for the \$500 million and \$700 million facilities, respectively, on the total committed amount of the facilities. In addition, we pay interest on any borrowings at a fluctuating rate comprised of either a base rate or LIBOR.

The funding bank syndicated its associated credit risk through a private offering that allows for the resale of certain restricted securities to qualified institutional buyers. To facilitate the syndication of these facilities, the bank established trusts funded by the institutional investors. The assets of the trusts serve as collateral to reimburse the bank for our borrowings in the event that the facilities are delivered to the investors as described below. Thus, we have no asset securitization or collateral requirements under the facilities. Upon the occurrence of certain credit events, letters of credit under the agreement become cash collateralized creating a borrowing under the facilities. Concurrently, the funding bank can deliver the facilities to the institutional investors, whereby the investors replace the funding bank as lender under the facilities. Upon such occurrence, we will pay:

	\$500 Million Facility		\$700 Million Facility	
	\$400 million	\$100 million	\$500 million	\$200 million
Interest Rate	3.57 percent	LIBOR	4.35 percent	LIBOR
Facility Fixed Fee	3.19 percent		2.29 percent	

At December 31, 2006, no loans are outstanding under our credit facilities. Letters of credit issued under our credit facilities are:

	Letters of Credit at December 31, 2006 (Millions)	
\$500 million unsecured credit facilities	\$	370.1
\$700 million unsecured credit facilities	\$	525.0
\$1.5 billion unsecured credit facility	\$	28.8

Exploration & Production's Credit Agreement

Exploration & Production has recently entered into a five-year unsecured credit agreement with certain banks in order to reduce margin requirements related to our hedging activities as well as lower transaction fees. Margin requirements, if any, under this new facility are dependent on the level of hedging and on natural gas reserves value.

Issuances and retirements

On May 28, 2003, we issued \$300 million of 5.5 percent junior subordinated convertible debentures due 2033. These notes, which are callable after seven years, are convertible at the option of the holder into our common stock at a conversion price of approximately \$10.89 per share. In November 2005, we initiated an offer to convert these debentures to shares of our common stock. In January 2006, we converted approximately \$220.2 million of the debentures. (See Note 12.)

In April 2006, Transco issued \$200 million aggregate principal amount of 6.4 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Transco completed an exchange of these notes for substantially identical new notes that are registered under the Securities Act of 1933, as amended.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

In April 2006, we retired a secured floating-rate term loan for \$488.9 million, including outstanding principal and accrued interest. The loan was due in 2008 and secured by substantially all of the assets of Williams Production RMT Company. The loan was retired using a combination of cash and revolving credit borrowings.

In June 2006, Northwest Pipeline issued \$175 million aggregate principal amount of 7 percent senior unsecured notes due 2016 to certain institutional investors in a private debt placement. In October 2006, Northwest Pipeline completed an exchange of these notes for substantially identical new notes that are registered under the Securities Act of 1933, as amended.

In June 2006, Williams Partners L.P. acquired 25.1 percent of our interest in Williams Four Corners LLC for \$360 million. The acquisition was completed after Williams Partners L.P. successfully closed a \$150 million private debt offering of 7.5 percent senior unsecured notes due 2011 and an equity offering of approximately \$225 million in net proceeds. In December 2006, Williams Partners L.P. acquired the remaining 74.9 percent interest in Williams Four Corners LLC for \$1.223 billion. The acquisition was completed after Williams Partners L.P. successfully closed a \$600 million private debt offering of 7.25 percent senior unsecured notes due 2017, a private equity offering of approximately \$350 million of common and Class B units, and a public equity offering of approximately \$294 million in net proceeds. The debt and equity issued by Williams Partners L.P. is reported as a component of our consolidated debt balance and minority interest balance, respectively. Williams Four Corners LLC owns certain gathering, processing and treating assets in the San Juan Basin in Colorado and New Mexico.

Aggregate minimum maturities of *long-term debt* (excluding capital leases and unamortized discount and premium) for each of the next five years are as follows:

	<u>(Millions)</u>
2007	\$ 391.4
2008	238.0
2009	53.1
2010	217.3
2011	1,168.0

Cash payments for interest (net of amounts capitalized) were as follows: 2006 — \$611 million; 2005 — \$625 million; and 2004 — \$849 million.

Leases-Lessee

Future minimum annual rentals under noncancelable operating leases as of December 31, 2006, are payable as follows:

	<u>(Millions)</u>
2007	\$ 225.4
2008	227.0
2009	205.9
2010	185.8
2011	179.8
Thereafter	1,120.9
Total	<u>\$ 2,144.8</u>

The above amounts include obligations of approximately \$1.9 billion related to a tolling agreement at Power that is accounted for as an operating lease as a result of changes to the contract terms in 2004 after implementation of EITF 01-8. (See Note 1.) Under the tolling agreement, Power has the exclusive right to capacity and fuel conversion services as well as ancillary services associated with electric generation facilities that are currently in

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

operation in southern California. Current annual rentals under this tolling agreement range from approximately \$157 million to \$169 million through 2017, with approximately \$70 million remaining to be paid in 2018. Certain transactions resulting from the tolling agreements are accounted for as operating subleases. Total rentals to be received from these operating subleases are approximately \$1.1 billion with approximately 4 years remaining on the agreements as of December 31, 2006.

Total rent expense was \$242 million in 2006, \$226 million in 2005 and \$206 million in 2004. Rent expense at Power, primarily related to the tolling agreement, was \$175 million (including \$11 million of contingent rentals) in 2006 and \$161 million (including \$1 million of contingent rentals) in 2005. Power's rent expense was offset by approximately \$264 million (including \$8 million of contingent rental income) in 2006 and \$172 million (including \$7 million of contingent rental income) in 2005 resulting from sales and other transactions made possible by the tolling agreement. Contingent rentals are primarily based on utilization of the leased property or changes in the capacity and availability of the power generating facility.

Note 12. Stockholders' Equity

In November 2005, we initiated an offer to convert our 5.5 percent junior subordinated convertible debentures into our common stock. In January 2006, we converted approximately \$220.2 million of the debentures in exchange for 20.2 million shares of common stock, a \$25.8 million cash premium, and \$1.5 million of accrued interest.

We maintain a Stockholder Rights Plan, as amended and restated on September 21, 2004, under which each outstanding share of our common stock has a right (as defined in the plan) attached. Under certain conditions, each right may be exercised to purchase, at an exercise price of \$50 (subject to adjustment), one two-hundredth of a share of Series A Junior Participating Preferred Stock. The rights may be exercised only if an Acquiring Person acquires (or obtains the right to acquire) 15 percent or more of our common stock or commences an offer for 15 percent or more of our common stock. The rights, which until exercised do not have voting rights, expire in 2014 and may be redeemed at a price of \$.01 per right prior to their expiration, or within a specified period of time after the occurrence of certain events. In the event a person becomes the owner of more than 15 percent of our common stock, each holder of a right (except an Acquiring Person) shall have the right to receive, upon exercise, our common stock having a value equal to two times the exercise price of the right. In the event we are engaged in a merger, business combination, or 50 percent or more of our assets, cash flow or earnings power is sold or transferred, each holder of a right (except an Acquiring Person) shall have the right to receive, upon exercise, common stock of the acquiring company having a value equal to two times the exercise price of the right.

Note 13. Stock-Based Compensation*Plan Information*

The Williams Companies, Inc. 2002 Incentive Plan (the Plan) was approved by stockholders on May 16, 2002, and amended and restated on May 15, 2003, and January 23, 2004. The Plan provides for common-stock-based awards to both employees and nonmanagement directors. Upon approval by the stockholders, all prior stock plans were terminated resulting in no further grants being made from those plans. However, awards outstanding in those prior plans remain in those plans with their respective terms and provisions.

The Plan permits the granting of various types of awards including, but not limited to, stock options and restricted stock units. Restricted stock units represent deferred share awards subject to time and/or performance-based vesting requirements. Awards may be granted for no consideration other than prior and future services or based on certain financial performance targets being achieved. At December 31, 2006, 41.7 million shares of our common stock were reserved for issuance pursuant to existing and future stock awards, of which 20 million shares were available for future grants. At December 31, 2005, 45 million shares of our common stock were reserved for issuance, of which 21.6 million were available for future grants.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Stock Options

Stock options are valued at the date of award, which does not precede the approval date, and compensation cost is recognized on a straight-line basis, net of estimated forfeitures, over the requisite service period. Stock options generally become exercisable over a three-year period from the date of grant and generally expire ten years after the grant.

The following summary reflects stock option activity and related information for the year ending December 31, 2006.

<u>Stock Options</u>	<u>Options</u> <u>(Millions)</u>	<u>Weighted-Average</u> <u>Exercise</u> <u>Price</u>	<u>Aggregate</u> <u>Intrinsic</u> <u>Value</u> <u>(Millions)</u>
Outstanding at December 31, 2005	20.4	\$ 16.63	
Granted	1.2	\$ 21.66	
Exercised	(2.9)	\$ 11.72	<u>\$ 36.4</u>
Cancelled	(1.0)	\$ 32.05	
Outstanding at December 31, 2006	<u>17.7</u>	<u>\$ 16.96</u>	<u>\$ 198.7</u>
Exercisable at December 31, 2006	<u>13.2</u>	<u>\$ 16.90</u>	<u>\$ 157.9</u>

The total intrinsic value of options exercised during the years ended December 31, 2006, 2005, and 2004 was \$36.4 million, \$42.2 million, and \$42.4 million, respectively.

The following summary provides additional information about stock options that are outstanding and exercisable at December 31, 2006.

<u>Range of Exercise Prices</u>	<u>Stock Options Outstanding</u>			<u>Stock Options Exercisable</u>		
	<u>Options</u> <u>(Millions)</u>	<u>Weighted-Average</u> <u>Exercise</u> <u>Price</u>	<u>Weighted-Average</u> <u>Remaining</u> <u>Contractual</u> <u>Life</u> <u>(Years)</u>	<u>Options</u> <u>(Millions)</u>	<u>Weighted-Average</u> <u>Exercise</u> <u>Price</u>	<u>Weighted-Average</u> <u>Remaining</u> <u>Contractual</u> <u>Life</u> <u>(Years)</u>
\$2.27 to \$10.00	8.4	\$ 7.05	5.9	7.1	\$ 6.52	5.7
\$10.38 to \$16.40	.9	\$ 15.43	4.5	.9	\$ 15.49	4.5
\$17.10 to \$31.58	5.4	\$ 21.22	6.9	2.2	\$ 22.81	4.7
\$33.51 to \$42.29	3.0	\$ 37.59	1.7	3.0	\$ 37.59	1.7
Total	<u>17.7</u>	<u>\$ 16.96</u>	<u>5.4</u>	<u>13.2</u>	<u>\$ 16.90</u>	<u>4.5</u>

The estimated fair value at date of grant of options for our common stock granted in 2006, 2005, and 2004, using the Black-Scholes option pricing model, is as follows:

	<u>2006</u>	<u>2005</u>	<u>2004</u>
Weighted-average grant date fair value of options for our common stock granted during the year	<u>\$ 8.36</u>	<u>\$ 6.70</u>	<u>\$ 4.54</u>
Weighted-average assumptions:			
Dividend yield	1.4%	1.6%	0.4%
Volatility	36.3%	33.3%	50.0%
Risk-free interest rate	4.7%	4.1%	3.3%
Expected life (years)	6.5	6.5	5.0

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The expected dividend yield is based on the average annual dividend yield as of the grant date. Expected volatility is based on the historical volatility of our stock and the implied volatility of our stock based on traded options. In calculating historical volatility, returns during calendar year 2002 were excluded as the extreme volatility during that time is not reasonably expected to be repeated in the future. The risk-free interest rate is based on the U.S. Treasury Constant Maturity rates as of the grant date. The expected life of the option is based on historical exercise behavior and expected future experience.

Cash received from stock option exercises was \$34.3 million, \$39.4 million and \$21.6 million during 2006, 2005 and 2004, respectively. The tax benefit realized from stock options exercised during 2006, 2005 and 2004 was \$13.9 million, \$14.2 million and \$13.7 million, respectively.

Nonvested Restricted Stock Units

Restricted stock units are generally valued at market value on the grant date of the award and generally vest over three years. Restricted stock unit expense, net of estimated forfeitures, is generally recognized over the vesting period on a straight-line basis.

The following summary reflects nonvested restricted stock unit activity and related information for the year ended December 31, 2006.

Restricted Stock Units	Shares (Millions)	Weighted-Average Fair Value*
Nonvested at December 31, 2005	2.8	\$ 14.60
Granted	1.7	\$ 23.39
Forfeited	(.2)	\$ 17.76
Vested	(.6)	\$ 11.63
Nonvested at December 31, 2006	<u>3.7</u>	<u>\$ 20.57</u>

* Performance-based shares are valued at the end-of-period market price. All other shares are valued at the grant-date market price.

Other restricted stock unit information

	2006	2005	2004
Weighted-average grant date fair value of restricted stock units granted during the year, per share	<u>\$ 23.39</u>	<u>\$ 19.35</u>	<u>\$ 10.54</u>
Total fair value of restricted stock units vested during the year (\$'s in millions)	<u>\$ 14.5</u>	<u>\$ 13.7</u>	<u>\$ 18.6</u>

Performance-based share awards issued under the Plan represent 34 percent of nonvested restricted stock units outstanding at December 31, 2006. These awards are generally earned at the end of a three-year period based on actual performance against a performance target. Expense associated with these performance-based awards will be recognized in future periods when performance targets are established. Based on the extent to which certain financial targets are achieved, vested shares may range from zero percent to 200 percent of the original award amount.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 14. Financial Instruments, Derivatives, Guarantees and Concentration of Credit Risk

Financial Instruments

Fair-value methods

We use the following methods and assumptions in estimating our fair-value disclosures for financial instruments:

Cash and cash equivalents and restricted cash: The carrying amounts of cash equivalents reported in the balance sheet approximate fair value due to the short-term maturity of these instruments.

Other securities, notes and other noncurrent receivables, structured indemnity settlement obligation, margin deposits, and customer margin deposits payable: The carrying amounts reported in the balance sheet approximate fair value as these instruments have interest rates approximating market. *Other securities* in the table below consists of auction rate securities and held-to-maturity securities and are reported in *other current assets and deferred charges* in the Consolidated Balance Sheet.

Long-term debt: The fair value of our publicly traded long-term debt is valued using indicative year-end traded bond market prices. Private debt is valued based on the prices of similar securities with similar terms and credit ratings. At December 31, 2006 and 2005, approximately 87 percent and 89 percent, respectively, of our long-term debt was publicly traded. We use the expertise of outside investment banking firms to assist with the estimate of the fair value of our long-term debt.

Guarantees: The *guarantees* represented in the table below consists primarily of guarantees we have provided in the event of nonpayment by our previously owned communications subsidiary, Williams Communications Group (WilTel), on certain lease performance obligations. To estimate the fair value of the guarantees, the estimated default rate is determined by obtaining the average cumulative issuer-weighted corporate default rate for each guarantee based on the credit rating of WilTel's current owner and the term of the underlying obligation. The default rates are published by Moody's Investors Service.

Energy derivatives: Energy derivatives include:

- Futures contracts;
- Forward contracts;
- Swap agreements;
- Option contracts.

The fair value of energy derivatives is determined based on the nature of the underlying transaction and the market in which the transaction is executed. We execute most of these transactions on an organized commodity exchange or in over-the-counter markets in which quoted prices exist for active periods. For contracts with terms that exceed the time period for which actively quoted prices are available, we determine fair value by estimating commodity prices during the illiquid periods utilizing internally developed valuations incorporating information obtained from commodity prices in actively quoted markets, quoted prices in less active markets, prices reflected in current transactions, and other market fundamental analysis.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Carrying amounts and fair values of our financial instruments

Asset (Liability)	2006		2005	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
		(Millions)		
Cash and cash equivalents	\$ 2,268.6	\$ 2,268.6	\$ 1,597.2	\$ 1,597.2
Restricted cash (current and noncurrent)	126.1	126.1	129.4	129.4
Other securities	103.2	103.2	122.9	122.9
Notes and other noncurrent receivables	3.6	3.6	26.6	26.6
Cost based investments (see Note 3)	51.6	(a)	56.7	(a)
Long-term debt, including current portion (see Note 11)(b)	(8,011.6)	(8,480.0)	(7,710.3)	(8,599.4)
Structured indemnity settlement obligation (see Note 10)	(33.9)	(33.9)	(51.3)	(51.3)
Margin deposits	59.3	59.3	349.2	349.2
Customer margin deposits payable	(128.7)	(128.7)	(320.7)	(320.7)
Guarantees	(41.6)	(34.8)	(43.3)	(43.3)
Net energy derivatives:				
Energy commodity cash flow hedges	365.1	365.1	(5.5)	(5.5)
Other energy derivatives	69.8	69.8	106.9	106.9
Other derivatives(c)	1.5	1.5	.9	.9

(a) These investments are primarily in nonpublicly traded companies for which it is not practicable to estimate fair value.

(b) Excludes capital leases.

(c) Consists of nonenergy cash flow hedges.

Energy Derivatives

Our energy derivative contracts include the following:

Futures contracts: Futures contracts are standardized commitments through an organized commodity exchange to either purchase or sell a commodity at a future date for a specified price. Futures are generally settled in cash, but may be settled through delivery of the underlying commodity. The fair value of these contracts is generally determined using quoted prices.

Forward contracts: Forward contracts are over-the-counter commitments to either purchase or sell a commodity at a future date for a specified price, which involve physical delivery of energy commodities, and may contain either fixed or variable pricing terms. Forward contracts are valued based on prices of the underlying energy commodities over the contract life and contractual or notional volumes with the resulting expected future cash flows discounted to a present value using a risk-free market interest rate.

Swap agreements: Swap agreements require us to make payments to (or receive payments from) counterparties based upon the differential between a fixed and variable price or between variable prices of energy commodities at different locations. Swap agreements are valued based on prices of the underlying energy commodities over the contract life and contractual or notional volumes with the resulting expected future cash flows discounted to a present value using a risk-free market interest rate.

Option contracts: Physical and financial option contracts give the buyer the right to exercise the option and receive the difference between a predetermined strike price and a market price at the date of exercise. These

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

contracts are valued based on option pricing models considering prices of the underlying energy commodities over the contract life, volatility of the commodity prices, contractual volumes, estimated volumes under option and other arrangements, and a risk-free market interest rate.

Energy commodity cash flow hedges

We are exposed to market risk from changes in energy commodity prices within our operations. We utilize derivatives to manage our exposure to the variability in expected future cash flows from forecasted purchases and sales of natural gas and electricity attributable to commodity price risk. Certain of these derivatives have been designated as cash flow hedges under SFAS No. 133.

Our Power segment sells electricity produced by our electric generation facilities, obtained contractually through tolling agreements or obtained through marketplace transactions at different locations throughout the United States. We also buy electricity and capacity to serve our full requirements agreements in the Southeast. To reduce exposure to a decrease in revenues and increase in costs from fluctuations in electricity prices, we enter into fixed-price forward physical sales and purchase contracts and financial option contracts to mitigate the price risk on forecasted electricity sales and purchases.

Our electric generation facilities and tolling agreements require natural gas for the production of electricity. To reduce our exposure to increasing costs of natural gas due to changes in market prices, we enter into natural gas futures contracts, swap agreements, fixed-price forward physical purchases and financial option contracts to mitigate the price risk on anticipated purchases of natural gas.

Power's cash flow hedges are expected to be highly effective in offsetting cash flows attributable to the hedged risk during the term of the hedge. However, ineffectiveness may be recognized primarily as a result of locational differences between the hedging derivative and the hedged item, changes in the creditworthiness of counterparties, and the hedging derivative contract having an initial fair value upon designation.

Our Exploration & Production segment produces, buys and sells natural gas at different locations throughout the United States. To reduce exposure to a decrease in revenues from fluctuations in natural gas market prices, we hedge price risk by entering into natural gas futures contracts, swap agreements, and financial option contracts to mitigate the price risk on forecasted sales and purchases of natural gas. We also enter into basis swap agreements to reduce the locational price risk associated with our producing basins. Exploration & Production's cash flow hedges are expected to be highly effective in offsetting cash flows attributable to the hedged risk during the term of the hedge. However, ineffectiveness may be recognized primarily as a result of locational differences between the hedging derivative and the hedged item.

Changes in the fair value of our cash flow hedges are deferred in other comprehensive income and are reclassified into *revenues* in the same period or periods in which the hedged forecasted purchases or sales affect earnings, or when it is probable that the hedged forecasted transaction will not occur by the end of the originally specified time period. During 2006, we reclassified approximately \$1 million of net gains from other comprehensive income to earnings as a result of the discontinuance of cash flow hedges because the forecasted transaction did not occur by the end of the originally specified time period. Approximately \$20 million and \$2 million of net gains from hedge ineffectiveness are included in *revenues* in the Consolidated Statement of Income during 2006 and 2005, respectively. For 2006 and 2005, there are no derivative gains or losses excluded from the assessment of hedge effectiveness. As of December 31, 2006, we have hedged portions of future cash flows associated with anticipated energy commodity purchases and sales for up to nine years. Based on recorded values at December 31, 2006, approximately \$9 million of net gains (net of income tax provision of \$6 million) will be reclassified into earnings within the next year. These recorded values are based on market prices of the commodities as of December 31, 2006. Due to the volatile nature of commodity prices and changes in the creditworthiness of counterparties, actual gains or losses realized in 2007 will likely differ from these values. These gains or losses will offset net losses or gains that

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

will be realized in earnings from previous unfavorable or favorable market movements associated with underlying hedged transactions.

Power elected hedge accounting for certain of its nontrading derivatives in the fourth quarter of 2004 after our Board decided in September 2004 to retain the Power business. Before this election, net changes in the fair value of these derivatives were recognized as revenues in the Consolidated Statement of Income.

Other energy derivatives

Our Power segment has other energy derivatives that have not been designated or do not qualify as SFAS No. 133 hedges. As such, the net change in their fair value is recognized in revenues in the Consolidated Statement of Income. Even though they do not qualify for hedge accounting (see *derivative instruments and hedging activities* in Note 1 for a description of hedge accounting), certain of these derivatives hedge Power's future cash flows on an economic basis.

In addition, our Exploration & Production segment enters into natural gas basis swap agreements that are not designated in a hedging relationship under SFAS No. 133. The fair value of these contracts is approximately \$22 million as of December 31, 2006.

Other energy-related contracts

We also hold significant nonderivative energy-related contracts in our Power portfolios. These have not been included in the financial instruments table above or in our Consolidated Balance Sheet because they are not derivatives as defined by SFAS No. 133.

Guarantees

In addition to the guarantees and payment obligations discussed elsewhere in these footnotes (see Notes 3 and 15), we have issued guarantees and other similar arrangements with off-balance sheet risk as discussed below.

In connection with agreements executed prior to our acquisition of Transco to resolve take-or-pay and other contract claims and to amend gas purchase contracts, Transco entered into certain settlements with producers which may require the indemnification of certain claims for additional royalties that the producers may be required to pay as a result of such settlements. Transco, through its agent, Power, continues to purchase gas under contracts which extend, in some cases, through the life of the associated gas reserves. Certain of these contracts contain royalty indemnification provisions that have no carrying value. Producers have received certain demands and may receive other demands, which could result in claims pursuant to royalty indemnification provisions. Indemnification for royalties will depend on, among other things, the specific lease provisions between the producer and the lessor and the terms of the agreement between the producer and Transco. Consequently, the potential maximum future payments under such indemnification provisions cannot be determined. However, management believes that the probability of material payments is remote.

In connection with the 1993 public offering of units in the Williams Coal Seam Gas Royalty Trust (Royalty Trust), our Exploration & Production segment entered into a gas purchase contract for the purchase of natural gas in which the Royalty Trust holds a net profits interest. Under this agreement, we guarantee a minimum purchase price that the Royalty Trust will realize in the calculation of its net profits interest. We have an annual option to discontinue this minimum purchase price guarantee and pay solely based on an index price. The maximum potential future exposure associated with this guarantee is not determinable because it is dependent upon natural gas prices and production volumes. No amounts have been accrued for this contingent obligation as the index price continues to substantially exceed the minimum purchase price.

We are required by certain foreign lenders to ensure that the interest rates received by them under various loan agreements are not reduced by taxes by providing for the reimbursement of any domestic taxes required to be paid

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

by the foreign lender. The maximum potential amount of future payments under these indemnifications is based on the related borrowings. These indemnifications generally continue indefinitely unless limited by the underlying tax regulations and have no carrying value. We have never been called upon to perform under these indemnifications.

We have provided guarantees in the event of nonpayment by our previously owned communications subsidiary, WilTel, on certain lease performance obligations that extend through 2042. The maximum potential exposure is approximately \$46 million at December 31, 2006, and \$47 million at December 31, 2005. Our exposure declines systematically throughout the remaining term of WilTel's obligations. The carrying value of these guarantees is approximately \$41 million at December 31, 2006.

Former managing directors of Gulf Liquids are involved in litigation related to the construction of gas processing plants. Gulf Liquids has indemnity obligations to the former managing directors for legal fees and potential losses that may result from this litigation. Claims against these former managing directors have been settled and dismissed after payments on their behalf by directors and officers insurers. Some unresolved issues remain between us and these insurers, but no amounts have been accrued for any potential liability.

We have guaranteed the performance of a former subsidiary of our wholly owned subsidiary MAPCO Inc., under a coal supply contract. This guarantee was granted by MAPCO Inc. upon the sale of its former subsidiary to a third-party in 1996. The guaranteed contract provides for an annual supply of a minimum of 2.25 million tons of coal. Our potential exposure is dependent on the difference between current market prices of coal and the pricing terms of the contract, both of which are variable, and the remaining term of the contract. Given the variability of the terms, the maximum future potential payments cannot be determined. We believe that our likelihood of performance under this guarantee is remote. In the event we are required to perform, we are fully indemnified by the purchaser of MAPCO Inc.'s former subsidiary. This guarantee expires in December 2010 and has no carrying value.

Concentration of Credit Risk

Cash equivalents

Our cash equivalents consist of high-quality securities placed with various major financial institutions with credit ratings at or above BBB by Standard & Poor's or Baa1 by Moody's Investors Service.

Accounts and notes receivable

The following table summarizes concentration of receivables, net of allowances, by product or service at December 31, 2006 and 2005:

	2006	2005
	(Millions)	
Receivables by product or service:		
Sale or transportation of natural gas and related products	\$ 894.7	\$ 1,142.6
Sales of power and related services	270.2	394.5
Interest	38.6	32.4
Other	9.4	44.3
Total	<u>\$ 1,212.9</u>	<u>\$ 1,613.8</u>

Natural gas customers include pipelines, distribution companies, producers, gas marketers and industrial users primarily located in the eastern and northwestern United States, Rocky Mountains, Gulf Coast, Venezuela and Canada. Customers for power include the California Independent System Operator (ISO), the California Department of Water Resources, and other power marketers and utilities located throughout the United States. As a general policy, collateral is not required for receivables, but customers' financial condition and credit worthiness are evaluated regularly.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Derivative assets and liabilities

We have a risk of loss as a result of counterparties not performing pursuant to the terms of their contractual obligations. Risk of loss results from items including credit considerations and the regulatory environment for which a counterparty transacts. We attempt to minimize credit-risk exposure to derivative counterparties and brokers through formal credit policies, consideration of credit ratings from public ratings agencies, monitoring procedures, master netting agreements and collateral support under certain circumstances.

The concentration of counterparties within the energy and energy trading industry impacts our overall exposure to credit risk in that these counterparties are similarly influenced by changes in the economy and regulatory issues. Additional collateral support could include the following:

- Letters of credit;
- Payment under margin agreements;
- Guarantees of payment by credit worthy parties.

We also enter into master netting agreements to mitigate counterparty performance and credit risk.

The gross credit exposure from our derivative contracts as of December 31, 2006, is summarized below.

<u>Counterparty Type</u>	<u>Investment Grade(a)</u> (Millions)	<u>Total</u>
Gas and electric utilities	\$ 248.0	\$ 249.9
Energy marketers and traders	412.7	1,784.3
Financial institutions	2,219.4	2,219.4
Other	23.3	29.8
	<u>\$ 2,903.4</u>	<u>4,283.4</u>
Credit reserves		(20.3)
Gross credit exposure from derivatives		<u>\$ 4,263.1</u>

We assess our credit exposure on a net basis to reflect master netting agreements in place with certain counterparties. We offset our credit exposure to each counterparty with amounts we owe the counterparty under derivative contracts. The net credit exposure from our derivatives as of December 31, 2006, is summarized below.

<u>Counterparty Type</u>	<u>Investment Grade(a)</u> (Millions)	<u>Total</u>
Gas and electric utilities	\$ 120.4	\$ 120.5
Energy marketers and traders	209.0	455.4
Financial institutions	325.5	325.5
Other	20.4	20.4
	<u>\$ 675.3</u>	<u>921.8</u>
Credit reserves		(20.3)
Net credit exposure from derivatives		<u>\$ 901.5</u>

(a) We determine investment grade primarily using publicly available credit ratings. We included counterparties with a minimum Standard & Poor's of BBB- or Moody's Investors Service rating of Baa3 in investment grade.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

We also classify counterparties that have provided sufficient collateral, such as cash, standby letters of credit, parent company guarantees, and property interests, as investment grade.

Revenues

In 2006, 2005 and 2004, there were no customers for which our sales exceeded 10 percent of our consolidated revenues.

Note 15. Contingent Liabilities and Commitments

Rate and Regulatory Matters and Related Litigation

Our interstate pipeline subsidiaries have various regulatory proceedings pending. As a result of rulings in certain of these proceedings, a portion of the revenues of these subsidiaries has been collected subject to refund. The natural gas pipeline subsidiaries have accrued approximately \$2 million for potential refunds as of December 31, 2006.

Issues Resulting From California Energy Crisis

Subsidiaries of our Power segment are engaged in power marketing in various geographic areas, including California. Prices charged for power by us and other traders and generators in California and other western states in 2000 and 2001 were challenged in various proceedings, including those before the FERC. These challenges included refund proceedings, summer 2002 90-day contracts, investigations of alleged market manipulation including withholding, gas indices and other gaming of the market, new long-term power sales to the State of California that were subsequently challenged and civil litigation relating to certain of these issues. We have entered into settlements with the State of California (State Settlement), major California utilities (Utilities Settlement), and others that substantially resolved each of these issues with these parties.

As a result of a December 19, 2006 Ninth Circuit Court of Appeals decision, certain contracts that Power entered into during 2000 and 2001 may be subject to partial refunds. These contracts, under which Power sold electricity, totaled approximately \$89 million in revenue. While Power is not a party to the cases involved in the appellate court decision, the buyer of electricity from Power is a party to the cases and claims that Power must refund to the buyer any loss it suffers due to the decision and the FERC's reconsideration of the contract terms at issue in the decision.

Certain other issues also remain open at the FERC and for other nonsettling parties.

Refund proceedings

Although we entered into the State Settlement and Utilities Settlement, which resolved the refund issues among the settling parties, we continue to have potential refund exposure to nonsettling parties, such as various California end users that did not participate in the Utilities Settlement. As a part of the Utilities Settlement, we funded escrow accounts that we anticipate will satisfy any ultimate refund determinations in favor of the nonsettling parties. We are also owed interest from counterparties in the California market during the refund period for which we have recorded a receivable totaling approximately \$31 million at December 31, 2006. Collection of the interest is subject to the conclusion of this proceeding. Therefore, we continue to participate in the FERC refund case and related proceedings. Challenges to virtually every aspect of the refund proceeding, including the refund period, were made to the Ninth Circuit Court of Appeals. On August 2, 2006, the Ninth Circuit issued its order that largely upheld the FERC's prior rulings, but it expanded the types of transactions that were made subject to refund. Because of our settlement, we do not expect this decision will have a material impact on us. No final refund calculation, however, has been made, and certain aspects of the refund calculation process remain unclear and prevent that final refund calculation. As part of the State Settlement, an additional \$45 million, previously accrued, remains to be paid

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

to the California Attorney General (or his designee) over the next three years, with the final payment of \$15 million due on January 1, 2010.

Reporting of Natural Gas-Related Information to Trade Publications

We disclosed on October 25, 2002, that certain of our natural gas traders had reported inaccurate information to a trade publication that published gas price indices. In 2002, we received a subpoena from a federal grand jury in northern California seeking documents related to our involvement in California markets, including our reporting to trade publications for both gas and power transactions. We have completed our response to the subpoena. Three former traders with Power have pled guilty to manipulation of gas prices through misreporting to an industry trade periodical. One former trader has pled not guilty. On February 21, 2006, we entered into a deferred prosecution agreement with the Department of Justice (DOJ) that is intended to resolve this matter. The agreement obligated us to pay a total of \$50 million, of which \$20 million was paid in March 2006. The remaining \$30 million has been paid in February 2007. Absent a breach, the agreement will expire 15 months from the date of execution of the agreement and no further action will be taken by the DOJ.

Civil suits based on allegations of manipulating the gas indices have been brought against us and others, in each case seeking an unspecified amount of damages. We are currently a defendant in:

- Class action litigation in federal court in Nevada alleging that we manipulated gas prices for direct purchasers of gas in California. We have reached settlement of this matter for \$2.4 million. Legal documents will be filed with the court and the settlement is subject to court approval.
- Class action litigation in state court in California alleging that we manipulated prices for indirect purchasers of gas in California. On December 11, 2006, the court granted final approval of our settlement of this matter for \$15.6 million.
- State court in California on behalf of certain individual gas users.
- Class action litigation in state court in Colorado, Kansas, Missouri, Tennessee and Wisconsin brought on behalf of direct and indirect purchasers of gas in those states. On February 2, 2007, the Tennessee court dismissed the case before it because the claims could only be asserted at the FERC.

Earlier this year, we settled a case for \$9.15 million in Federal court in New York based on an allegation of manipulation of the NYMEX gas market. It is reasonably possible that additional amounts may be necessary to resolve the remaining outstanding litigation in this area, the amount of which cannot be reasonably estimated at this time.

Mobile Bay Expansion

In December 2002, an administrative law judge at the FERC issued an initial decision in Transco's 2001 general rate case which, among other things, rejected the recovery of the costs of Transco's Mobile Bay expansion project from its shippers on a "rolled-in" basis and found that incremental pricing for the Mobile Bay expansion project is just and reasonable. In March 2004, the FERC issued an Order on Initial Decision in which it reversed certain parts of the administrative law judge's decision and accepted Transco's proposal for rolled-in rates. Power holds long-term transportation capacity on the Mobile Bay expansion project. If the FERC had adopted the decision of the administrative law judge on the pricing of the Mobile Bay expansion project and also required that the decision be implemented effective September 1, 2001, Power could have been subject to surcharges of approximately \$111 million, including interest, through December 31, 2006, in addition to increased costs going forward. Certain parties have filed appeals in federal court seeking to have the FERC's ruling on the rolled-in rates overturned.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Enron Bankruptcy

We have outstanding claims against Enron Corp. and various of its subsidiaries (collectively "Enron") related to its bankruptcy filed in December 2001. In 2002, we sold \$100 million of our claims against Enron to a third party for \$24.5 million. In 2003, Enron filed objections to these claims. We have resolved Enron's objections, subject to court approval. Pursuant to the sales agreement, the purchaser of the claims has demanded repayment of the purchase price for the reduced portions of the claims. In January 2007, we entered into an agreement-in-principle with the purchaser to settle any potential repayment obligations.

Environmental Matters*Continuing operations*

Since 1989, our Transco subsidiary has had studies underway to test certain of its facilities for the presence of toxic and hazardous substances to determine to what extent, if any, remediation may be necessary. Transco has responded to data requests from the U.S. Environmental Protection Agency (EPA) and state agencies regarding such potential contamination of certain of its sites. Transco has identified polychlorinated biphenyl (PCB) contamination in compressor systems, soils and related properties at certain compressor station sites. Transco has also been involved in negotiations with the EPA and state agencies to develop screening, sampling and cleanup programs. In addition, Transco commenced negotiations with certain environmental authorities and other programs concerning investigative and remedial actions relative to potential mercury contamination at certain gas metering sites. The costs of any such remediation will depend upon the scope of the remediation. At December 31, 2006, we had accrued liabilities of \$6 million related to PCB contamination, potential mercury contamination, and other toxic and hazardous substances. Transco has been identified as a potentially responsible party at various Superfund and state waste disposal sites. Based on present volumetric estimates and other factors, we have estimated our aggregate exposure for remediation of these sites to be less than \$500,000, which is included in the environmental accrual discussed above.

Beginning in the mid-1980's, our Northwest Pipeline subsidiary evaluated many of its facilities for the presence of toxic and hazardous substances to determine to what extent, if any, remediation might be necessary. Consistent with other natural gas transmission companies, Northwest Pipeline identified PCB contamination in air compressor systems, soils and related properties at certain compressor station sites. Similarly, Northwest Pipeline identified hydrocarbon impacts at these facilities due to the former use of earthen pits and mercury contamination at certain gas metering sites. The PCBs were remediated pursuant to a Consent Decree with the EPA in the late 1980s and Northwest Pipeline conducted a voluntary clean-up of the hydrocarbon and mercury impacts in the early 1990s. In 2005, the Washington Department of Ecology required Northwest Pipeline to reevaluate its previous mercury clean-ups in Washington. Currently, Northwest Pipeline is assessing the actions needed for the sites to comply with Washington's current environmental standards. At December 31, 2006, we have accrued liabilities totaling approximately \$5 million for these costs. We expect that these costs will be recoverable through Northwest Pipeline's rates.

We also accrue environmental remediation costs for natural gas underground storage facilities, primarily related to soil and groundwater contamination. At December 31, 2006, we have accrued liabilities totaling approximately \$7 million for these costs.

In August 2005, our subsidiary, Williams Production RMT Company, voluntarily disclosed to the Colorado Department of Public Health and Environment (CDPHE) two air permit violations. We have reached an agreement in principle with the CDPHE in which we agree to pay a \$500,000 penalty and conduct a supplemental environmental project. A definitive agreement will be finalized soon.

In March 2006, the CDPHE issued a notice of violation (NOV) to Williams Production RMT Company related to our operating permit for the Rulison oil separation and evaporation facility. On April 12, 2006, we met with the

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CDPHE to discuss the allegations contained in the NOV. In May 2006, we provided additional information to the agency regarding the emission estimates for operations from 1997 through 2003 and applied for updated permits.

In July 2006, the CDPHE issued an NOV to Williams Production RMT Company related to operating permits for our Roan Cliffs and Hayburn Gas Plants in Garfield County, Colorado. In September 2006, we met with the CDPHE to discuss the allegations contained in the NOV, and in October 2006, we provided additional requested information to the agency.

In August 2006, the CDPHE issued a NOV to Williams Production RMT Company related to our Grand Valley Oil Separation and Evaporation Facility located in Garfield County, Colorado in which the CDPHE alleged that we failed to obtain a construction permit and to comply with certain provisions of our existing permit. In September, 2006, we met with the CDPHE, and in October 2006, we provided additional requested information to the agency.

In July 2001, the EPA issued an information request asking for information on oil releases and discharges in any amount from our pipelines, pipeline systems, and pipeline facilities used in the movement of oil or petroleum products, during the period from July 1, 1998 through July 2, 2001. In November 2001, we furnished our response. In March 2004, the DOJ invited the new owner of Williams Energy Partners and Magellan Midstream Partners, L.P. (Magellan) to enter into negotiations regarding alleged violations of the Clean Water Act. With the exception of four minor release events that underwent earlier cleanup operation under state enforcement actions, our environmental indemnification obligations to Magellan were released in a 2004 buyout. We do not expect further enforcement action with respect to the four release events or two 2006 spills at our Colorado and Wyoming facilities after providing additional requested information to the DOJ.

Former operations, including operations classified as discontinued

In connection with the sale of certain assets and businesses, we have retained responsibility, through indemnification of the purchasers, for environmental and other liabilities existing at the time the sale was consummated, as described below.

Agrico

In connection with the 1987 sale of the assets of Agrico Chemical Company, we agreed to indemnify the purchaser for environmental cleanup costs resulting from certain conditions at specified locations to the extent such costs exceed a specified amount. At December 31, 2006, we have accrued liabilities of approximately \$9 million for such excess costs.

Other

At December 31, 2006, we have accrued environmental liabilities totaling approximately \$25 million related primarily to our:

- Potential indemnification obligations to purchasers of our former retail petroleum and refining operations;
- Former propane marketing operations, bio-energy facilities, petroleum products and natural gas pipelines;
- Discontinued petroleum refining facilities;
- Former exploration and production and mining operations.

These costs include certain conditions at specified locations related primarily to soil and groundwater contamination and any penalty assessed on Williams Refining & Marketing, L.L.C. (Williams Refining) associated with noncompliance with the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP). In 2002, Williams Refining submitted a self-disclosure letter to the EPA indicating noncompliance with those regulations. This unintentional noncompliance had occurred due to a regulatory interpretation that resulted in undercounting the total annual benzene level at Williams Refining's Memphis refinery. Also in 2002, the EPA conducted an all-

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

media audit of the Memphis refinery. In 2004, Williams Refining and the new owner of the Memphis refinery met with the EPA and the DOJ to discuss alleged violations and proposed penalties due to noncompliance issues identified in the report, including the benzene NESHAP issue. In July and August 2006, we finalized our agreements that resolved both the government's claims against us for alleged violations and an indemnity dispute with the purchaser in connection with our 2003 sale of the Memphis refinery. We have paid the required settlement amounts to the purchaser, and our payment to the government awaits the filing of the settlement with the court.

In 2004, our Gulf Liquids subsidiary initiated a self-audit of all environmental conditions (air, water, waste) at three facilities: Geismar, Sorrento, and Chalmette, Louisiana. The audit revealed numerous infractions of Louisiana environmental regulations and resulted in a Consolidated Compliance Order and Notice of Potential Penalty from the Louisiana Department of Environmental Quality (LDEQ). No specific penalty amount was assessed. Instead, LDEQ was required by Louisiana law to demand a profit and loss statement to determine the financial benefit obtained by noncompliance and to assess a penalty accordingly. Gulf Liquids offered \$91,500 as a single, final, global multi-media settlement. Subsequent negotiations have resulted in a revised offer of \$109,000, which LDEQ is currently reviewing.

Certain of our subsidiaries have been identified as potentially responsible parties at various Superfund and state waste disposal sites. In addition, these subsidiaries have incurred, or are alleged to have incurred, various other hazardous materials removal or remediation obligations under environmental laws.

Summary of environmental matters

Actual costs incurred for these matters could be substantially greater than amounts accrued depending on the actual number of contaminated sites identified, the actual amount and extent of contamination discovered, the final cleanup standards mandated by the EPA and other governmental authorities and other factors, but the amount cannot be reasonably estimated at this time.

Other Legal Matters*Will Price (formerly Quinque)*

In 2001, fourteen of our entities were named as defendants in a nationwide class action lawsuit in Kansas state court that had been pending against other defendants, generally pipeline and gathering companies, since 2000. The plaintiffs alleged that the defendants have engaged in mismeasurement techniques that distort the heating content of natural gas, resulting in an alleged underpayment of royalties to the class of producer plaintiffs and sought an unspecified amount of damages. The fourth amended petition, which was filed in 2003, deleted all of our defendant entities except two Midstream subsidiaries. All remaining defendants have opposed class certification and a hearing on plaintiffs' second motion to certify the class was held on April 1, 2005. We are awaiting a decision from the court.

Grynberg

In 1998, the DOJ informed us that Jack Grynberg, an individual, had filed claims on behalf of himself and the federal government, in the United States District Court for the District of Colorado under the False Claims Act against us and certain of our wholly owned subsidiaries. The claims sought an unspecified amount of royalties allegedly not paid to the federal government, treble damages, a civil penalty, attorneys' fees, and costs. In connection with our sales of Kern River Gas Transmission in 2002 and Texas Gas Transmission Corporation in 2003, we agreed to indemnify the purchasers for any liability relating to this claim, including legal fees. The maximum amount of future payments that we could potentially be required to pay under these indemnifications depends upon the ultimate resolution of the claim and cannot currently be determined. Grynberg had also filed claims against approximately 300 other energy companies alleging that the defendants violated the False Claims Act in connection with the measurement, royalty valuation and purchase of hydrocarbons. In 1999, the DOJ announced that it was declining to intervene in any of the Grynberg cases. Also in 1999, the Panel on Multi-District

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Litigation transferred all of these cases, including those filed against us, to the federal court in Wyoming for pre-trial purposes. Grynberg's measurement claims remained pending against us and the other defendants; the court previously dismissed Grynberg's royalty valuation claims. In May 2005, the court-appointed special master entered a report which recommended that the claims against our Gas Pipeline and Midstream subsidiaries be dismissed but upheld the claims against our Exploration & Production subsidiaries against our jurisdictional challenge. In October 2006, the District Court dismissed all claims against us and our wholly owned subsidiaries, and in November 2006, Grynberg filed his notice of appeal with the Tenth Circuit Court of Appeals.

On August 6, 2002, Jack J. Grynberg, and Celeste C. Grynberg, Trustee on Behalf of the Rachel Susan Grynberg Trust, and the Stephen Mark Grynberg Trust, served us and one of our Exploration & Production subsidiaries with a complaint in the state court in Denver, Colorado. The complaint alleges that we have used mismeasurement techniques that distort the BTU heating content of natural gas, resulting in the alleged underpayment of royalties to Grynberg and other independent natural gas producers. The complaint also alleges that we inappropriately took deductions from the gross value of their natural gas and made other royalty valuation errors. Under various theories of relief, the plaintiff is seeking actual damages of between \$2 million and \$20 million based on interest rate variations and punitive damages in the amount of approximately \$1.4 million. In 2004, Grynberg filed an amended complaint against one of our Exploration & Production subsidiaries. This subsidiary filed an answer in January 2005, denying liability for the damages claimed. Trial in this case was originally set for May 2006, but the parties have negotiated an agreement dismissing the measurement claims and deferring further proceedings on the royalty claims until resolution of an appeal in another case.

Securities class actions

Numerous shareholder class action suits were filed against us in 2002 in the United States District Court for the Northern District of Oklahoma. The majority of the suits alleged that we and co-defendants, WilTel, previously an owned subsidiary known as Williams Communications, and certain corporate officers, acted jointly and separately to inflate the stock price of both companies. Other suits alleged similar causes of action related to a public offering in early January 2002 known as the FELINE PACS offering. These cases were also filed in 2002 against us, certain corporate officers, all members of our board of directors and all of the offerings' underwriters. WilTel was dismissed as a defendant as a result of its bankruptcy. These cases were consolidated and an order was issued requiring separate amended consolidated complaints by our equity holders and WilTel equity holders. The underwriter defendants have requested indemnification and defense from these cases. If we grant the requested indemnifications to the underwriters, any related settlement costs will not be covered by our insurance policies. We covered the cost of defending the underwriters. In 2002, the amended complaints of the WilTel securities holders and of our securities holders added numerous claims related to Power. On June 13, 2006, we announced that we had reached an agreement-in-principle to settle the claims of our securities holders for a total payment of \$290 million. On October 4, 2006, the court granted preliminary approval of the settlement. On November 3, 2006, we paid into escrow approximately \$145 million in cash to fund the settlement, and the balance of the total settlement amount was funded by our insurers. On February 9, 2007, the court gave its final approval to the settlement. We entered into indemnity agreements with certain of our insurers to ensure their timely payment related to this settlement. The carrying value of our estimated liability related to these agreements is immaterial because we believe the likelihood of any future performance is remote.

Litigation with the WilTel equity holders continues but the trial has been stayed pending decisions on various motions for summary judgment. Any obligation of ours to the WilTel equity holders as a result of a settlement or as a result of trial will not likely be covered by insurance, as our insurance coverage has been fully utilized by the settlement described above. The extent of the obligation is presently unknown and cannot be estimated, but it is reasonably possible that our exposure materially exceeds amounts accrued for this matter.

Derivative shareholder suits have been filed in state court in Oklahoma all based on similar allegations. The state court approved motions to consolidate and to stay these Oklahoma suits pending action by the federal court in

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

the shareholder suits. On December 23, 2006, our insurer paid \$1.2 million on our behalf to reimburse the plaintiffs' attorneys fees and expenses which concluded the settlement of these suits. We previously implemented certain corporate governance and internal control enhancements that we agreed to under the court-approved settlement agreement.

Federal income tax litigation

One of our wholly-owned subsidiaries, Transco Coal Gas Company, was engaged in a dispute with the Internal Revenue Service (IRS) regarding the recapture of certain income tax credits associated with the construction of a coal gasification plant in North Dakota by Great Plains Gasification Associates, in which Transco Coal Gas Company was a partner. This case has been resolved. (See Note 5.)

TAPS Quality Bank

One of our subsidiaries, Williams Alaska Petroleum, Inc. (WAPI), is actively engaged in administrative litigation being conducted jointly by the FERC and the Regulatory Commission of Alaska (RCA) concerning the Trans-Alaska Pipeline System (TAPS) Quality Bank. Primary issues being litigated include the appropriate valuation of the naphtha, heavy distillate, vacuum gas oil and residual product cuts within the TAPS Quality Bank as well as the appropriate retroactive effects of the determinations. Due to the sale of WAPI's interests on March 31, 2004, no future Quality Bank liability will accrue but we are responsible for any liability that existed as of that date including potential liability for any retroactive payments that might be awarded in these proceedings for the period prior to March 31, 2004. In the third quarter of 2004, the FERC and RCA presiding administrative law judges rendered their joint and individual initial decisions. The initial decisions set forth methodologies for determining the valuations of the product cuts under review and also approved the retroactive application of the approved methodologies for the heavy distillate and residual product cuts. In third-quarter 2004, we accrued approximately \$134 million based on our computation and assessment of ultimate ruling terms that were considered probable.

The FERC and the RCA completed their reviews of the initial decisions and in 2005 issued substantially similar orders generally affirming the initial decisions. On June 1, 2006, the FERC, after two sets of rehearing requests, entered its final order (FERC Final Order). During this administrative rehearing process all other appeals of the initial decisions were stayed including ExxonMobil's appeal to the D.C. Circuit Court of Appeals asserting that the FERC's reliance on the Highway Reauthorization Act as the basis for limiting the retroactive effect violates, among other things, the separation of powers under the U.S. Constitution by interfering with the FERC's independent decision-making role. ExxonMobil filed a similar appeal in the Alaska Superior Court. We also appealed the FERC's order to the extent of its ruling on the West Coast Heavy Distillate component.

The Quality Bank Administrator issued his interpretations of the payment obligations under the FERC Final Order, and we and others filed exceptions to these instructions with the FERC. We expect the FERC's ruling on these payment instruction exceptions later in the first quarter of 2007. Once the FERC rules, the Administrator will invoice us for amounts due, and we will be required to pay the invoiced amounts, subject to the outcome of the appeals of the FERC Final Order. We estimate that our net obligation could be as much as \$116 million. Amounts accrued in excess of this estimated obligation will be retained pending resolution of all appeals.

Redondo Beach taxes

On February 5, 2005, Power received a tax assessment letter, addressed to AES Redondo Beach, L.L.C. and Power, from the city of Redondo Beach, California, in which the city asserted that approximately \$33 million in back taxes and approximately \$39 million in interest and penalties are owed related to natural gas used at the generating facility operated by AES Redondo Beach. Hearings were held in July 2005 and in September 2005 the tax administrator for the city issued a decision in which he found Power jointly and severally liable with AES Redondo Beach for back taxes of approximately \$36 million and interest and penalties of approximately

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

\$21 million. Both we and AES Redondo Beach filed notices of appeal that were heard at the city level. On December 13, 2006, the city hearing officer for the appeal of the pre-2005 amounts issued a final decision affirming our utility user tax liability and reversing AES Redondo's liability because the officer ruled that AES Redondo is an exempt public utility. Even though we appealed this decision to the Los Angeles Superior Court, we may be required to pay the full amount of any final assessment prior to the resolution of this state court appeal. Despite the city hearing officer's unfavorable decision and the potential payment to preserve our appeal rights, we do not believe a contingent loss is probable.

The City's current assessment of our liability (for the periods from 1998 through September 2006) is approximately \$69 million (inclusive of interest and penalties). We have protested all these assessments and requested hearings on them. We and AES Redondo have also filed separate refund actions in Los Angeles Superior Court related to certain taxes paid since the initial 2005 notice of assessment. We believe that under our tolling agreement related to the Redondo Beach generating facility, AES Redondo Beach is responsible for taxes of the nature asserted by the city; however, AES Redondo Beach has notified us that it does not agree.

Gulf Liquids litigation

Gulf Liquids contracted with Gulsby Engineering Inc. (Gulsby) and Gulsby-Bay for the construction of certain gas processing plants in Louisiana. National American Insurance Company (NAICO) and American Home Assurance Company provided payment and performance bonds for the projects. Gulsby and Gulsby-Bay defaulted on the construction contracts. In the fall of 2001, the contractors, sureties, and Gulf Liquids filed multiple cases in Louisiana and Texas. In January 2002, NAICO added Gulf Liquids' co-venturer Power to the suits as a third-party defendant. Gulf Liquids asserted claims against the contractors and sureties for, among other things, breach of contract requesting contractual and consequential damages from \$40 million to \$80 million, any of which is subject to a sharing arrangement with XL Insurance Company.

At the conclusion of the consolidated trial of the asserted contract and tort claims, the jury returned its actual damages verdict against Power and Gulf Liquids on July 31, 2006 and its related punitive damages verdict on August 1, 2006. The court is not expected to enter any judgment until the second or third quarter of 2007. Based on our interpretation of the jury verdicts, we have estimated exposure for actual damages of approximately \$68 million plus potential interest of approximately \$22 million, all of which have been accrued as of December 31, 2006. In addition, it is reasonably possible that any ultimate judgment may include additional amounts of approximately \$199 million in excess of our accrual, which primarily represents our estimate of potential punitive damage exposure under Texas law.

Hurricane lawsuits

We were named as a defendant in two class action petitions for damages filed in federal court in Louisiana in September and October 2005 arising from hurricanes that struck Louisiana in 2005. The class action plaintiffs, purporting to represent persons, businesses and entities in the State of Louisiana who have suffered damage as a result of the winds and storm surge from the hurricanes, allege that the operating activities of the two sub-classes of defendants, which are all oil and gas pipelines (including Transco) that dredged pipeline canals or installed pipelines in the marshes of south Louisiana and all oil and gas exploration and production companies which drilled for oil and gas or dredged canals in the marshes of south Louisiana, have altered marshland ecology and caused marshland destruction which otherwise would have averted all or almost all of the destruction and loss of life caused by the hurricanes. Plaintiffs requested that the court allow the lawsuits to proceed as class actions and sought legal and equitable relief in an unspecified amount. In September 2006, the court granted our and the other defendants' joint motion to dismiss the class action petitions on various grounds. In August 2006, an additional class action case containing substantially identical allegations was filed against the same defendants, including Transco. This case was dismissed on November 30, 2006.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Wyoming severance taxes

The Wyoming Department of Audit (DOA) audited the severance tax reporting for our subsidiary Williams Production RMT Company for the production years 2000 through 2002. In August 2006, the DOA assessed additional severance tax and interest for those periods of approximately \$3 million. In addition, the DOA notified us of an increase in the taxable value of our interests for ad valorem tax purposes, which is estimated to result in additional taxes of approximately \$2 million, including interest. We dispute the DOA's interpretation of the statutory obligation and have appealed this assessment to the Wyoming State Board of Equalization. If the DOA prevails in its interpretation of our obligation and applies the same basis of assessment to subsequent periods, it is reasonably possible that we could owe a total of approximately \$21 million to \$23 million in taxes and interest from January 1, 2003, through December 31, 2006.

Royalty litigation

In September 2006, royalty interest owners in Garfield County, Colorado, filed a class action suit in Colorado state court alleging that we improperly calculated oil and gas royalty payments, failed to account for the proceeds that we received from the sale of gas and extracted products, improperly charged certain expenses, and failed to refund amounts withheld in excess of ad valorem tax obligations. The plaintiffs claim that the class might be in excess of 500 individuals and seek an accounting and damages. The parties have agreed to stay this action in order to participate in a mediation to be scheduled.

Other Divestiture Indemnifications

Pursuant to various purchase and sale agreements relating to divested businesses and assets, we have indemnified certain purchasers against liabilities that they may incur with respect to the businesses and assets acquired from us. The indemnities provided to the purchasers are customary in sale transactions and are contingent upon the purchasers incurring liabilities that are not otherwise recoverable from third parties. The indemnities generally relate to breach of warranties, tax, historic litigation, personal injury, environmental matters, right of way and other representations that we have provided.

We sold a natural gas liquids pipeline system in 2002, and in July 2006, the purchaser of that system filed its complaint against us and our subsidiaries in state court in Houston, Texas. The purchaser alleges that we breached certain warranties under the purchase and sale agreement and seeks an unspecified amount of damages and our specific performance under certain guarantees. On September 1, 2006, we filed our answer to the purchaser's complaint denying all liability. We anticipate that the trial will occur in the fourth quarter 2007, and our prior suit filed against the purchaser in Delaware state court has been stayed pending resolution of the Texas case.

At December 31, 2006, we do not expect any of the indemnities provided pursuant to the sales agreements to have a material impact on our future financial position. However, if a claim for indemnity is brought against us in the future, it may have a material adverse effect on results of operations in the period in which the claim is made.

In addition to the foregoing, various other proceedings are pending against us which are incidental to our operations.

Summary

Litigation, arbitration, regulatory matters, and environmental matters are subject to inherent uncertainties. Were an unfavorable ruling to occur, there exists the possibility of a material adverse impact on the results of operations in the period in which the ruling occurs. Management, including internal counsel, currently believes that the ultimate resolution of the foregoing matters, taken as a whole and after consideration of amounts accrued, insurance coverage, recovery from customers or other indemnification arrangements, will not have a materially adverse effect upon our future financial position.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Commitments

Power has entered into certain contracts giving it the right to receive fuel conversion services as well as certain other services associated with electric generation facilities that are currently in operation throughout the continental United States. At December 31, 2006, Power's estimated committed payments under these contracts range from approximately \$406 million to \$424 million annually through 2017 and decline over the remaining five years to \$59 million in 2022. Total committed payments under these contracts over the next sixteen years are approximately \$5.5 billion. Included in the \$5.5 billion is a \$1.9 billion contract that is accounted for as an operating lease. (See Leases-Lessee in Note 11.) Total payments made under these contracts during 2006, 2005, and 2004 were \$409 million, \$403 million, and \$402 million, respectively.

Commitments for construction and acquisition of property, plant and equipment are approximately \$406 million at December 31, 2006.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 16. Accumulated Other Comprehensive Loss

The table below presents changes in the components of *accumulated other comprehensive loss*.

	Income (Loss)								Total
	Cash Flow Hedges	Unrealized Appreciation (Depreciation) On Securities	Foreign Currency Translation	Minimum Pension Liability (Millions)	Pension Benefits Prior Service Cost	Net Actuarial Loss	Pastretirement Benefits Prior Service Cost	Net Actuarial Gain	
Balance at December 31, 2003	\$ (165.6)	\$ (1.9)	\$ 53.1	\$ (6.6)	\$ —	\$ —	\$ —	\$ —	\$ (121.0)
2004 Change:									
Pre-income tax amount	(460.9)	(2.4)	15.8	3.0	—	—	—	—	(444.5)
Income tax benefit (provision)	176.5	.9	—	(1.2)	—	—	—	—	176.2
Net reclassification into earnings of derivative instrument losses (net of a \$87.8 million income tax benefit)	141.7	—	—	—	—	—	—	—	141.7
Realized losses on securities reclassified into earnings (net of a \$2.1 million income tax benefit)	—	3.4	—	—	—	—	—	—	3.4
	(142.7)	1.9	15.8	1.8	—	—	—	—	(123.2)
Balance at December 31, 2004	(308.3)	—	68.9	(4.8)	—	—	—	—	(244.2)
2005 Change:									
Pre-income tax amount	(395.5)	—	11.4	.6	—	—	—	—	(383.5)
Income tax benefit (provision)	151.3	—	—	(.2)	—	—	—	—	151.1
Net reclassification into earnings of derivative instrument losses (net of a \$110.8 million income tax benefit)	178.8	—	—	—	—	—	—	—	178.8
	(65.4)	—	11.4	.4	—	—	—	—	(53.6)
Balance at December 31, 2005	(373.7)	—	80.3	(4.4)	—	—	—	—	(297.8)
2006 Change:									
Pre-income tax amount	423.2	—	(4.7)	(1.3)	—	—	—	—	417.2
Income tax benefit (provision)	(161.8)	—	—	.4	—	—	—	—	(161.4)
Net reclassification into earnings of derivative instrument losses (net of a \$82.3 million income tax benefit)	132.8	—	—	—	—	—	—	—	132.8
	394.2	—	(4.7)	(.9)	—	—	—	—	388.6
Adjustment to initially apply SFAS No. 158:									
Pre-income tax amount	—	—	—	8.4	(5.7)	(243.2)*	(6.7)	(7.8)	(255.0)
Income tax benefit (provision)	—	—	—	(3.1)	2.2	92.5	2.6	9.9	104.1
	—	—	—	5.3	(3.5)	(150.7)	(4.1)	2.1	(150.9)
Balance at December 31, 2006	\$ 20.5	\$ —	\$ 75.6	\$ —	\$ (3.5)	\$ (150.7)	\$ (4.1)	\$ 2.1	\$ (60.1)

* Includes \$0.8 million for the Net Actuarial Loss of an equity method investee.

THE WILLIAMS COMPANIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Available-for-Sale Securities

During 2004, we received proceeds totaling \$851.4 million from the sale and maturity of available-for-sale securities. We realized losses of \$5.5 million from these transactions.

Note 17. Segment Disclosures

Our reportable segments are strategic business units that offer different products and services. The segments are managed separately because each segment requires different technology, marketing strategies and industry knowledge. Our master limited partnership, Williams Partners L.P., is consolidated within our Midstream segment. (See Note 1.) Other primarily consists of corporate operations.

Performance Measurement

We currently evaluate performance based on *segment profit (loss)* from operations, which includes *segment revenues* from external and internal customers, *segment costs and expenses, depreciation, depletion and amortization, equity earnings (losses) and income (loss) from investments* including impairments related to investments accounted for under the equity method. The accounting policies of the segments are the same as those described in Note 1. Intersegment sales are generally accounted for at current market prices as if the sales were to unaffiliated third parties.

During 2004, Power was party to intercompany interest rate swaps with the corporate parent, the effect of which is included in Power's *segment revenues* and *segment profit (loss)* as shown in the reconciliation within the following tables. We terminated these interest-rate derivatives in the fourth quarter of 2004.

The majority of energy commodity hedging by certain of our business units is done through intercompany derivatives with Power which, in turn, enters into offsetting derivative contracts with unrelated third parties. Power bears the counterparty performance risks associated with the unrelated third parties. External revenues of our Exploration & Production segment includes third-party oil and gas sales, more than offset by transportation expenses and royalties due third parties on intersegment sales.

The following geographic area data includes *revenues from external customers* based on product shipment origin and *long-lived assets* based upon physical location.

	<u>United States</u>	<u>Other</u> (Millions)	<u>Total</u>
Revenues from external customers:			
2006	\$ 11,418.3	\$ 394.6	\$ 11,812.9
2005	12,258.3	325.3	12,583.6
2004	12,167.8	293.5	12,461.3
Long-lived assets:			
2006	\$ 14,510.4	\$ 681.7	\$ 15,192.1
2005	12,692.7	739.8	13,432.5
2004	12,149.0	762.0	12,911.0

Our foreign operations are primarily located in Venezuela, Canada, and Argentina. *Long-lived assets* are comprised of property, plant and equipment, goodwill and other intangible assets.

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table reflects the reconciliation of *segment revenues* and *segment profit (loss)* to *revenues* and *operating income (loss)* as reported in the Consolidated Statement of Income and other financial information related to long-lived assets.

	Exploration & Production	Gas Pipeline	Midstream Gas & Liquids	Power (Millions)	Other	Eliminations	Total
2006							
Segment revenues:							
External	\$ (189.9)	\$ 1,335.6	\$ 4,071.1	\$ 6,585.9	\$ 10.2	\$ —	\$ 11,812.9
Internal	1,677.5	12.1	53.6	876.5	16.3	(2,636.0)	—
Total revenues	\$ 1,487.6	\$ 1,347.7	\$ 4,124.7	\$ 7,462.4	\$ 26.5	\$ (2,636.0)	\$ 11,812.9
Segment profit (loss)	\$ 551.5	\$ 467.4	\$ 658.3	\$ (210.8)	\$ 1.9	\$ —	\$ 1,468.3
Less equity earnings	21.8	37.1	27.0	13.0	—	—	98.9
Segment operating income (loss)	\$ 529.7	\$ 430.3	\$ 631.3	\$ (223.8)	\$ 1.9	\$ —	\$ 1,369.4
General corporate expenses							(132.1)
Securities litigation settlement and related costs							(167.3)
Consolidated operating income							\$ 1,070.0
Other financial information:							
Additions to long-lived assets	\$ 1,495.7	\$ 913.2	\$ 279.4	\$ 1.1	\$ 18.1	\$ —	\$ 2,707.5
Depreciation, depletion & amortization	\$ 360.2	\$ 281.7	\$ 201.2	\$ 10.7	\$ 11.7	\$ —	\$ 865.5
2005							
Segment revenues:							
External	\$ (201.6)	\$ 1,395.0	\$ 3,187.6	\$ 8,192.5	\$ 10.1	\$ —	\$ 12,583.6
Internal	1,470.7	17.8	45.1	901.4	17.1	(2,452.1)	—
Total revenues	\$ 1,269.1	\$ 1,412.8	\$ 3,232.7	\$ 9,093.9	\$ 27.2	\$ (2,452.1)	\$ 12,583.6
Segment profit (loss)	\$ 587.2	\$ 585.8	\$ 471.2	\$ (256.7)	\$ (105.0)	\$ —	\$ 1,282.5
Less:							
Equity earnings (losses)	18.8	43.6	23.6	3.1	(23.5)	—	65.6
Income (loss) from investments	—	—	1.0	(23.0)	(87.1)	—	(109.1)
Segment operating income (loss)	\$ 568.4	\$ 542.2	\$ 446.6	\$ (236.8)	\$ 5.6	\$ —	\$ 1,326.0
General corporate expenses							(145.5)
Securities litigation settlement and related costs							(9.4)
Consolidated operating income							\$ 1,171.1
Other financial information:							
Additions to long-lived assets	\$ 794.7	\$ 420.2	\$ 133.2	\$ 5.9	\$ 4.7	\$ —	\$ 1,358.7
Depreciation, depletion & amortization	\$ 254.2	\$ 267.3	\$ 192.0	\$ 14.9	\$ 11.6	\$ —	\$ 740.0
2004							
Segment revenues:							
External	\$ (84.0)	\$ 1,345.0	\$ 2,844.7	\$ 8,346.2	\$ 9.4	\$ —	\$ 12,461.3
Internal	861.6	17.3	37.9	912.5	23.4	(1,852.7)	—
Total segment revenues	777.6	1,362.3	2,882.6	9,258.7	32.8	(1,852.7)	12,461.3
Less intercompany interest rate swap loss	—	—	—	(13.7)	—	13.7	—
Total revenues	\$ 777.6	\$ 1,362.3	\$ 2,882.6	\$ 9,272.4	\$ 32.8	\$ (1,866.4)	\$ 12,461.3
Segment profit (loss)	\$ 235.8	\$ 585.8	\$ 549.7	\$ 76.7	\$ (41.6)	\$ —	\$ 1,406.4
Less:							
Equity earnings (losses)	11.9	29.2	14.6	3.9	(9.7)	—	49.9
Loss from investments	—	(1.0)	(17.1)	—	(17.4)	—	(35.5)
Intercompany interest rate swap loss	—	—	—	(13.7)	—	—	(13.7)
Segment operating income (loss)	\$ 223.9	\$ 557.6	\$ 552.2	\$ 86.5	\$ (14.5)	\$ —	\$ 1,405.7
General corporate expenses							(119.8)
Consolidated operating income							\$ 1,285.9
Other financial information:							
Additions to long-lived assets	\$ 445.4	\$ 300.1	\$ 91.3	\$ 1.0	\$ 6.0	\$ —	\$ 843.8
Depreciation, depletion & amortization	\$ 192.3	\$ 264.4	\$ 178.4	\$ 20.1	\$ 13.3	\$ —	\$ 668.5

THE WILLIAMS COMPANIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table reflects *total assets* and *equity method investments* by reporting segment.

	Total Assets			Equity Method Investments		
	December 31, 2006	December 31, 2005	December 31, 2004	December 31, 2006	December 31, 2005	December 31, 2004
	(Millions)					
Exploration & Production(1)	\$ 7,850.9	\$ 8,672.0	\$ 5,576.4	\$ 58.8	\$ 58.4	\$ 44.9
Gas Pipeline	8,331.7	7,581.0	7,651.8	432.4	439.1	769.5
Midstream Gas & Liquids	5,483.8	4,677.7	4,211.7	304.1	314.2	273.3
Power(2)	6,884.8	14,989.2	8,204.1	19.1	19.2	45.6
Other	4,224.6	3,942.7	3,597.6	—	.2	113.2
Eliminations(3)	(7,373.4)	(10,420.0)	(5,248.6)	—	—	—
Total Assets	\$ 25,402.4	\$ 29,442.6	\$ 23,993.0	\$ 814.4	\$ 831.1	\$ 1,246.5

- (1) The 2006 decrease and 2005 increase in Exploration & Production's total assets are due primarily to the fluctuations in derivative assets as a result of the impact of changes in commodity prices on existing derivative contracts. Exploration & Production's derivatives are primarily comprised of intercompany transactions with the Power segment.
- (2) The 2006 decrease and 2005 increase in Power's total assets are due primarily to the fluctuations in derivative assets as a result of the impact of changes in commodity prices on existing forward derivative contracts. Power's derivative assets are substantially offset by their derivative liabilities.
- (3) The 2006 decrease and 2005 increase in Eliminations are due primarily to the fluctuations in the intercompany derivative balances.

THE WILLIAMS COMPANIES, INC.
QUARTERLY FINANCIAL DATA
(Unaudited)

Summarized quarterly financial data are as follows (millions, except per-share amounts).

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
2006				
Revenues	\$ 3,027.5	\$ 2,715.1	\$ 3,300.0	\$ 2,770.3
Costs and operating expenses	2,588.7	2,273.8	2,822.4	2,288.7
Income (loss) from continuing operations	131.1	(63.9)	110.1	155.5
Net income (loss)	131.9	(76.0)	106.2	146.4
Basic earnings per common share:				
Income (loss) from continuing operations	.22	(.11)	.19	.27
Diluted earnings per common share:				
Income (loss) from continuing operations	.22	(.11)	.19	.25
2005				
Revenues	\$ 2,954.0	\$ 2,871.2	\$ 3,082.3	\$ 3,676.1
Costs and operating expenses	2,390.3	2,491.6	2,826.2	3,162.9
Income from continuing operations	202.2	40.7	5.7	68.8
Income before cumulative effect of change in accounting principle	201.1	41.3	4.4	68.5
Net income	201.1	41.3	4.4	66.8
Basic earnings per common share:				
Income from continuing operations	.36	.07	.01	.12
Income before cumulative effect of change in accounting principle	.36	.07	.01	.12
Diluted earnings per common share:				
Income from continuing operations	.34	.07	.01	.11
Income before cumulative effect of change in accounting principle	.34	.07	.01	.11

The sum of earnings per share for the four quarters may not equal the total earnings per share for the year due to changes in the average number of common shares outstanding and rounding.

Net income (loss) for fourth quarter 2006 includes a \$40 million reduction to the tax provision associated with a favorable U.S. Tax Court ruling, a \$7.4 million increase to the tax provision associated with an adjustment to deferred income taxes (see Note 5) and the following pre-tax items:

- A \$16.4 million impairment of a Venezuelan cost-based investment at Exploration & Production (see Note 3);
- A \$14.7 million charge associated with an oil purchase contract related to our former Alaska refinery (see Note 2).

Net income (loss) for third quarter 2006 includes the following pre-tax items:

- \$12.7 million of income due to a reduction of contingent obligations at our former distributive power generation business at Power (see Note 4);
- \$10.6 million of expense related to an adjustment of an accounts payable accrual at Midstream;
- \$6 million accrual for a loss contingency related to a former exploration business (see Note 2);

THE WILLIAMS COMPANIES, INC.
QUARTERLY FINANCIAL DATA — (Continued)
(Unaudited)

Net income (loss) for second quarter 2006 includes the following pre-tax items:

- \$160.7 million accrual related to our securities litigation settlement at Other (see Note 15);
- \$88 million accrual for Gulf Liquids litigation contingency and associated interest expense at Midstream (see Note 4);
- \$19.2 million accrual for an adverse arbitration award related to our former chemical fertilizer business (see Note 2).

Net income (loss) for the first quarter 2006 includes the following pre-tax items:

- \$27 million premium and conversion expenses related to the convertible debenture conversion at Other (see Note 12);
- \$23.7 million gain on sale of certain receivables at Power;
- \$9 million of income related to the settlement of an international contract dispute at Midstream;
- \$7 million associated with the reversal of an accrued litigation contingency due to a favorable court ruling and the related accrued interest income at our Gas Pipeline segment.

Net income for fourth quarter 2005 includes a \$20.2 million reduction to the tax provision associated with an adjustment to deferred income taxes (see Note 5) and the following pre-tax items:

- \$68.7 million accrual for litigation contingencies at Power (see Note 4);
- \$38.1 million impairment of our investment in Longhorn at Other (see Note 3);
- \$32.1 million charge related to accounting and valuation corrections for certain inventory items at Gas Pipeline (see Note 4);
- \$23 million impairment of our investment in Aux Sable at Power (see Note 3);
- \$5.2 million accrual for contingent refund obligations at Gas Pipeline (see Note 4).

Net income for third quarter 2005 includes the following pre-tax items:

- \$21.7 million gain on sale of certain natural gas properties at Exploration & Production (see Note 4);
- \$14.2 million of income from the reversal of a liability due to resolution of litigation at Gas Pipeline;
- \$13.8 million increase in expense related to the settlement of certain insurance coverage issues associated with ERISA and securities litigation at Other.

Net income for second quarter 2005 includes the following pre-tax items:

- \$49.1 million impairment of our investment in Longhorn at Other (see Note 3);
- \$17.1 million reduction of expense at Gas Pipeline to correct the overstatement of pension expense in prior periods (see Note 7);
- \$13.1 million accrual for litigation contingencies at Power (see Note 4);
- \$8.6 million gain on sale of our remaining interests in Mid-America Pipeline and Seminole Pipeline at Midstream.

Net income for first quarter 2005 includes the following pre-tax items:

- \$13.1 million of income due to the reversal of certain prior period accruals at Gas Pipeline;
- \$7.9 million gain on sale of certain natural gas properties at Exploration & Production (see Note 4).

THE WILLIAMS COMPANIES, INC.
SUPPLEMENTAL OIL AND GAS DISCLOSURES
(Unaudited)

The following information pertains to our oil and gas producing activities and is presented in accordance with SFAS No. 69, "Disclosures About Oil and Gas Producing Activities." The information is required to be disclosed by geographic region. We have significant oil and gas producing activities primarily in the Rocky Mountain and Mid-continent areas of the United States. Additionally, we have international oil and gas producing activities, primarily in Argentina. However, proved reserves and revenues related to international activities are approximately 4.2 percent and 4.3 percent, respectively, of our total international and domestic proved reserves and revenues. The following information relates only to the oil and gas activities in the United States.

Capitalized Costs

	As of December 31,	
	2006	2005
	(Millions)	
Proved properties	\$ 5,026.6	\$ 3,870.5
Unproved properties	500.3	503.1
	5,526.9	4,373.6
Accumulated depreciation, depletion and amortization and valuation provisions	(1,259.9)	(937.4)
Net capitalized costs	<u>\$ 4,267.0</u>	<u>\$ 3,436.2</u>

- Capitalized costs include the cost of equipment and facilities for oil and gas producing activities. These amounts for 2006 and 2005 do not include approximately \$1 billion of goodwill related to the purchase of Barrett Resources Corporation (Barrett) in 2001.
- Proved properties include capitalized costs for oil and gas leaseholds holding proved reserves; development wells and related equipment and facilities (including uncompleted development well costs); and successful exploratory wells and related equipment and facilities.
- Unproved properties consist primarily of acreage related to probable/possible reserves acquired through the Barrett acquisition in 2001. The balance is unproved exploratory acreage.

Costs Incurred

	For the Year Ended		
	December 31,		
	2006	2005	2004
	(Millions)		
Acquisition	\$ 84.0	\$ 45.3	\$ 17.2
Exploration	20.2	8.3	4.5
Development	1,172.5	723.1	419.2
	<u>\$ 1,276.7</u>	<u>\$ 776.7</u>	<u>\$ 440.9</u>

- Costs incurred include capitalized and expensed items.
- Acquisition costs are as follows: The 2006 cost is primarily for additional land and reserve acquisitions in the Fort Worth basin. The 2005 costs primarily consist of a land and reserve acquisition in the Fort Worth basin and an additional land acquisition in the Arkoma basin. The 2004 costs relate to land and reserve acquisitions in the San Juan Basin, Arkoma basin, and the Powder River basin.

THE WILLIAMS COMPANIES, INC.
SUPPLEMENTAL OIL AND GAS DISCLOSURES — (Continued)
(Unaudited)

- Exploration costs include the costs of geological and geophysical activity, drilling and equipping exploratory wells determined to be dry holes, and the cost of retaining undeveloped leaseholds including lease amortization and impairments.
- Development costs include costs incurred to gain access to and prepare development well locations for drilling and to drill and equip development wells.

Results of Operations

	For the Year Ended December 31,		
	2006	2005 (Millions)	2004
Revenues:			
Oil and gas revenues	\$ 1,237.8	\$ 1,072.4	\$ 599.9
Other revenues	186.1	143.3	137.3
Total revenues	<u>1,423.9</u>	<u>1,215.7</u>	<u>737.2</u>
Costs:			
Production costs	308.5	230.3	165.4
General & administrative	111.1	79.5	58.3
Exploration expenses	18.4	8.3	4.5
Depreciation, depletion & amortization	351.1	244.7	183.4
(Gains)/Losses on sales of interests in oil and gas properties	(.4)	(30.8)	0.1
Other expenses	136.1	141.1	115.2
Total costs	<u>924.8</u>	<u>673.1</u>	<u>526.9</u>
Results of operations	499.1	542.6	210.3
Provision for income taxes	(174.5)	(216.9)	(81.4)
Exploration and production net income	<u>\$ 324.6</u>	<u>\$ 325.7</u>	<u>\$ 128.9</u>

- Results of operations for producing activities consist of all related domestic activities within the Exploration & Production reporting unit. Other expenses in 2005 and 2004 include a \$6 million and \$16 million gain, respectively, on sales of securities associated with a coal seam royalty trust.
- Oil and gas revenues consist primarily of natural gas production sold to the Power subsidiary and includes the impact of intercompany hedges.
- Other revenues and other expenses consist of activities within the Exploration & Production segment that are not a direct part of the producing activities. These non-producing activities include acquisition and disposition of other working interest and royalty interest gas and the movement of gas from the wellhead to the tailgate of the respective plants for sale to the Power subsidiary or third party purchasers. In addition, other revenues include recognition of income from transactions which transferred certain non-operating benefits to a third party.
- Production costs consist of costs incurred to operate and maintain wells and related equipment and facilities used in the production of petroleum liquids and natural gas. These costs also include production taxes other than income taxes and administrative expenses in support of production activity. Excluded are depreciation, depletion and amortization of capitalized acquisition, exploration and development costs.

THE WILLIAMS COMPANIES, INC.
SUPPLEMENTAL OIL AND GAS DISCLOSURES — (Continued)
(Unaudited)

- Exploration costs include the costs of geological and geophysical activity, drilling and equipping exploratory wells determined to be dry holes, and the cost of retaining undeveloped leaseholds including lease amortization and impairments.
- Depreciation, depletion and amortization includes depreciation of support equipment.

Proved Reserves

	<u>2006</u>	<u>2005</u> (Bcfe)	<u>2004</u>
Proved reserves at beginning of period	3,382	2,986	2,703
Revisions	(113)	(12)	(70)
Purchases	41	28	24
Extensions and discoveries	669	615	521
Production	(277)	(224)	(191)
Sale of minerals in place	(1)	(11)	(1)
Proved reserves at end of period	<u>3,701</u>	<u>3,382</u>	<u>2,986</u>
Proved developed reserves at end of period	<u>1,945</u>	<u>1,643</u>	<u>1,348</u>

- The SEC defines proved oil and gas reserves (Rule 4-10(a) of Regulation S-X) as the estimated quantities of crude oil, natural gas, and natural gas liquids which geological and engineering data demonstrate with reasonable certainty are recoverable in future years from known reservoirs under existing economic and operating conditions. Our proved reserves consist of two categories, proved developed reserves and proved undeveloped reserves. Proved developed reserves are currently producing wells and wells awaiting minor sales connection expenditure, recompletion, additional perforations or borehole stimulation treatments. Proved undeveloped reserves are those reserves which are expected to be recovered from new wells on undrilled acreage or from existing wells where a relatively major expenditure is required for recompletion. Proved reserves on undrilled acreage are limited to those drilling units offsetting productive units that are reasonably certain of production when drilled or where it can be demonstrated with certainty that there is continuity of production from the existing productive formation.
- Natural gas reserves are computed at 14.73 pounds per square inch absolute and 60 degrees Fahrenheit. Crude oil reserves are insignificant and have been included in the proved reserves on a basis of billion cubic feet equivalents (Bcfe).

Standardized Measure of Discounted Future Net Cash Flows Relating to Proved Oil and Gas Reserves

The following is based on the estimated quantities of proved reserves and the year-end prices and costs. The average year end natural gas prices used in the following estimates were \$4.81, \$6.95, and \$5.08 per MMcfe at December 31, 2006, 2005, and 2004, respectively. Future income tax expenses have been computed considering available carry forwards and credits and the appropriate statutory tax rates. The discount rate of 10 percent is as prescribed by SFAS No. 69. Continuation of year-end economic conditions also is assumed. The calculation is based on estimates of proved reserves, which are revised over time as new data becomes available. Probable or possible reserves, which may become proved in the future, are not considered. The calculation also requires assumptions as to the timing of future production of proved reserves, and the timing and amount of future development and production costs. Of the \$3,070 million of future development costs, \$1,041 million, \$942 million and \$540 million are estimated to be spent in 2007, 2008 and 2009, respectively.

THE WILLIAMS COMPANIES, INC.
SUPPLEMENTAL OIL AND GAS DISCLOSURES — (Continued)
(Unaudited)

Numerous uncertainties are inherent in estimating volumes and the value of proved reserves and in projecting future production rates and timing of development expenditures. Such reserve estimates are subject to change as additional information becomes available. The reserves actually recovered and the timing of production may be substantially different from the reserve estimates.

Standardized Measure of Discounted Future Net Cash Flows

	At December 31,	
	2006	2005
	(Millions)	
Future cash inflows	\$ 17,821	\$ 23,510
Less:		
Future production costs	5,207	4,441
Future development costs	3,070	2,258
Future income tax provisions	3,350	6,128
Future net cash flows	6,194	10,683
Less 10 percent annual discount for estimated timing of cash flows	3,338	5,402
Standardized measure of discounted future net cash flows	<u>\$ 2,856</u>	<u>\$ 5,281</u>

Sources of Change in Standardized Measure of Discounted Future Net Cash Flows

	2006	2005	2004
	(Millions)		
Standardized measure of discounted future net cash flows beginning of period	\$ 5,281	\$ 3,147	\$ 3,349
Changes during the year:			
Sales of oil and gas produced, net of operating costs	(1,179)	(1,222)	(835)
Net change in prices and production costs	(4,052)	2,358	(306)
Extensions, discoveries and improved recovery, less estimated future costs	647	1,310	787
Development costs incurred during year	881	723	419
Changes in estimated future development costs	(1,022)	(300)	(696)
Purchase of reserves in place, less estimated future costs	63	78	29
Sales of reserves in place, less estimated future costs	(2)	(31)	(3)
Revisions of previous quantity estimates	(140)	(28)	(90)
Accretion of discount	790	488	286
Net change in income taxes	1,468	(1,272)	182
Other	121	30	25
Net changes	<u>(2,425)</u>	<u>2,134</u>	<u>(202)</u>
Standardized measure of discounted future net cash flows end of period	<u>\$ 2,856</u>	<u>\$ 5,281</u>	<u>\$ 3,147</u>

THE WILLIAMS COMPANIES, INC.
SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

	<u>Beginning Balance</u>	<u>ADDITIONS</u>			<u>Deductions</u>	<u>Ending Balance</u>
		<u>Charged to Cost and Expenses</u>	<u>Other (Millions)</u>			
Year ended December 31, 2006:						
Allowance for doubtful accounts — accounts and notes receivable(a)	\$ 86.6	\$ 3.7	\$ (65.6)(f)	\$ 8.8(c)	\$ 15.9	
Price-risk management credit reserves(a)	37.0	(6.1)(d)	(10.6)(e)	—	20.3	
Processing plant major maintenance accrual(b)	7.2	1.6	—	.9	7.9	
Year ended December 31, 2005:						
Allowance for doubtful accounts — accounts and notes receivable(a)	98.8	3.5	—	15.7(c)	86.6	
Price-risk management credit reserves(a)	26.4	(2.6)(d)	13.2(e)	—	37.0	
Processing plant major maintenance accrual(b)	5.7	1.5	—	—	7.2	
Year ended December 31, 2004:						
Allowance for doubtful accounts — accounts and notes receivable(a)	112.2	(.8)	—	12.6(c)	98.8	
Price-risk management credit reserves(a)	39.8	(12.8)(d)	(.6)(e)	—	26.4	
Processing plant major maintenance accrual(b)	4.1	1.6	—	—	5.7	

(a) Deducted from related assets.

(b) Included in *accrued liabilities* in 2006 and *other liabilities and deferred income* in 2005 and 2004.

(c) Represents balances written off, reclassifications, and recoveries.

(d) Included in *revenues*.

(e) Included in *accumulated other comprehensive loss*.

(f) During 2006, \$65.6 million in previously reserved Enron receivables were sold.

Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure*

None

Item 9A. *Controls and Procedures*

Evaluation of Disclosure Controls and Procedures

An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act) (Disclosure Controls) was performed as of the end of the period covered by this report. This evaluation was performed under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that these Disclosure Controls are effective at a reasonable assurance level.

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our Disclosure Controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. We monitor our Disclosure Controls and make modifications as necessary; our intent in this regard is that the Disclosure Controls will be modified as systems change and conditions warrant.

Management's Report on Internal Control over Financial Reporting

See "Management's Report on Internal Control over Financial Reporting" set forth in Item 8, Financial Statements and Supplementary Data.

Fourth Quarter 2006 Changes in Internal Control Over Financial Reporting

There have been no changes during the fourth quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. *Other Information*

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

The information regarding our directors and nominees for director required by Item 401 of Regulation S-K will be presented under the headings "Board of Directors — Board Committees," "Election of Directors," and "Principal Accounting Fees and Services" in our Proxy Statement prepared for the solicitation of proxies in connection with our Annual Meeting of Stockholders to be held May 17, 2007 (Proxy Statement), which information is incorporated by reference herein.

Information regarding our executive officers required by Item 401(b) of Regulation S-K is presented at the end of Part I herein and captioned “Executive Officers of the Registrant” as permitted by General Instruction G(3) to Form 10-K and Instruction 3 to Item 401(b) of Regulation S-K.

Information required by Item 405 of Regulation S-K will be included under the heading “Compliance with Section 16(a) of the Securities Exchange Act of 1934” in our Proxy Statement, which information is incorporated by reference herein.

Information required by paragraphs (c)(3), (d)(4) and (d)(5) of Item 407 of Regulation S-K will be included under the heading “Corporate Governance” in our Proxy Statement, which information is incorporated by reference herein.

We have adopted a Code of Ethics that applies to our Chief Executive Officer, Chief Financial Officer, and Controller, or persons performing similar functions. The Code of Ethics, together with our Corporate Governance Guidelines, the charters for each of our board committees, and our Code of Business Conduct applicable to all employees are available on our Internet website at <http://www.williams.com>. We will provide, free of charge, a copy of our Code of Ethics or any of our other corporate documents listed above upon written request to our Secretary at Williams, One Williams Center, Suite 4700, Tulsa, Oklahoma 74172. We intend to disclose any amendments to or waivers of the Code of Ethics on behalf of our Chief Executive Officer, Chief Financial Officer, Controller, and persons performing similar functions on our Internet website at <http://www.williams.com> under the Investor Relations caption, promptly following the date of any such amendment or waiver.

Item 11. *Executive Compensation*

The information required by Item 402 and paragraphs (e)(4) and (e)(5) of Item 407 of Regulation S-K regarding executive compensation will be presented under the headings “Board of Directors,” “Executive Compensation,” “Compensation committee interlocks and insider participation,” and “Compensation committee report” in our Proxy Statement, which information is incorporated by reference herein. Notwithstanding the foregoing, the information provided under the heading “Compensation Committee Report” in our Proxy Statement is furnished and shall not be deemed to be filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, is not subject to the liabilities of that section and is not deemed incorporated by reference in any filing under the Securities Act of 1933, as amended.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

The information regarding securities authorized for issuance under equity compensation plans required by Item 201(d) of Regulation S-K and the security ownership of certain beneficial owners and management required by Item 403 of Regulation S-K will be presented under the headings “Equity Compensation Stock Plans” and “Security Ownership of Certain Beneficial Owners and Management” in our Proxy Statement, which information is incorporated by reference herein.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The information regarding certain relationships and related transactions required by Item 404 and Item 407(a) of Regulation S-K will be presented under the heading “Certain Relationships and Related Transactions” and “Corporate Governance” in our Proxy Statement, which information is incorporated by reference herein.

Item 14. *Principal Accounting Fees and Services*

The information regarding our principal accountant fees and services required by Item 9(e) of Schedule 14A will be presented under the heading “Principal Accountant Fees and Services” in our Proxy Statement, which information is incorporated by reference herein.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) 1 and 2.

	<u>Page</u>
Covered by report of independent auditors:	
Consolidated statement of income for each of the three years ended December 31, 2006	81
Consolidated balance sheet at December 31, 2006 and 2005	82
Consolidated statement of stockholders' equity for each of the three years ended December 31, 2006	83
Consolidated statement of cash flows for each of the three years ended December 31, 2006	84
Notes to consolidated financial statements	85
Not covered by report of independent auditors:	
Quarterly financial data (unaudited)	142
Supplemental oil and gas disclosures (unaudited)	144
Schedule for each of the three years ended December 31, 2006:	
II — Valuation and qualifying accounts	148

All other schedules have been omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the financial statements and notes thereto.

(a) 3 and (b). The exhibits listed below are filed as part of this annual report.

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
3.1*	— Restated Certificate of Incorporation, as supplemented (filed as Exhibit 3.1 to our Form 10-K filed March 11, 2005).
3.2*	— Restated By-laws (filed as Exhibit 3.2 to our Form 8-K filed January 31, 2007).
4.1*	— Form of Senior Debt Indenture between Williams and Bank One Trust company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4.1 to our Form S-3 filed September 8, 1997).
4.2*	— Form of Floating Rate Senior Note (filed as Exhibit 4.3 to our Form S-3 filed September 8, 1997).
4.3*	— Form of Fixed Rate Senior Note (filed as Exhibit 4.4 to our Form S-3 filed September 8, 1997).
4.4*	— Trust Company, N.A., as Trustee, dated as of January 17, 2001 (filed as Exhibit 4(j) to Form 10-K for the fiscal year ended December 31, 2000).
4.5*	— Fifth Supplemental Indenture between Williams and Bank One Trust Company, N.A., as Trustee, dated as of January 17, 2001 (filed as Exhibit 4(k) to our Form 10-K for the fiscal year ended December 31, 2000).
4.6*	— Sixth Supplemental Indenture dated January 14, 2002, between Williams and Bank One Trust Company, National Association, as Trustee (filed as Exhibit 4.1 to our Form 8-K filed January 23, 2002).
4.7*	— Seventh Supplemental Indenture dated March 19, 2002, between The Williams Companies, Inc. as Issuer and Bank One Trust Company, National Association, as Trustee (filed as Exhibit 4.1 to our Form 10-Q filed May 9, 2002).
4.8*	— Form of Senior Debt Indenture between Williams Holdings of Delaware, Inc. and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Williams Holdings of Delaware, Inc.'s our Form 10-Q filed October 18, 1995).

Exhibit No.	Description
4.9*	— First Supplemental Indenture dated as of July 31, 1999, among Williams Holdings of Delaware, Inc., Citibank, N.A., as Trustee (filed as Exhibit 4(o) to Form 10-K for the fiscal year ended December 31, 1999).
4.10*	— Senior Indenture dated February 25, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4.4.1 to MAPCO Inc.'s Amendment No. 1 to Form S-3 dated February 25, 1997).
4.11*	— Supplemental Indenture No. 1 dated March 5, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(o) to MAPCO Inc.'s Form 10-K for the fiscal year ended December 31, 1997).
4.12*	— Supplemental Indenture No. 2 dated March 5, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(p) to MAPCO Inc.'s Form 10-K for the fiscal year ended December 31, 1997).
4.13*	— Supplemental Indenture No. 3 dated March 31, 1998, among MAPCO Inc., Williams Holdings of Delaware, Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(j) to Williams Holdings of Delaware, Inc.'s Form 10-K for the fiscal year ended December 31, 1998).
4.14*	— Supplemental Indenture No. 4 dated as of July 31, 1999, among Williams Holdings of Delaware, Inc., Williams and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(q) to our Form 10-K for the fiscal year ended December 31, 1999).
4.15*	— Revised Form of Indenture between Barrett Resources Corporation, as Issuer, and Bankers Trust Company, as Trustee, with respect to Senior Notes including specimen of 7.55% Senior Notes (filed as Exhibit 4.1 to Barrett Resources Corporation's Amendment No. 2 to our Registration Statement on Form S-3 filed February 10, 1997).
4.16*	— First Supplemental Indenture dated 2001, between Barrett Resources Corporation, as Issuer, and Bankers Trust Company, as Trustee (filed as Exhibit 4.3 to our Form 10-Q filed November 13, 2001).
4.17*	— Second Supplemental Indenture dated as of August 2, 2001, among Barrett Resources Corporation, as Issuer, Resources Acquisition Corp., The Williams Companies, Inc. and Bankers Trust Company, as Trustee (filed as Exhibit 4.4 to our Form 10-Q filed November 13, 2001).
4.18*	— Third Supplemental Indenture dated as of May 20, 2004 with respect to the Indenture dated as of February 1, 1997 between Barrett Resources Corporation (predecessor-in-interest to Williams Production RMT Company) and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as trustee (filed as Exhibit 99.2 to our Form 8-K filed May 20, 2004).
4.19*	— Indenture dated as of May 28, 2003, by and between The Williams Companies, Inc. and JPMorgan Chase Bank, as Trustee for the issuance of the 5.50% Junior Subordinated Convertible Debentures due 2033 (filed as Exhibit 4.2 to our Form 10-Q filed August 12, 2003).
4.20*	— Amended and Restated Rights Agreement dated September 21, 2004 by and between The Williams Companies, Inc. and EquiServe Trust Company, N.A., as Rights Agent (filed as Exhibit 4.1 to our Form 8-K filed September 21, 2004).
4.21*	— Senior Indenture, dated as of August 1, 1992, between Northwest Pipeline Corporation and Continental Bank, N.A., Trustee with regard to Northwest Pipeline's 9% Debentures, due 2022 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed July 2, 1992).
4.22*	— Senior Indenture, dated as of November 30, 1995, between Northwest Pipeline Corporation and Chemical Bank, Trustee with regard to Northwest Pipeline's 7.125% Debentures, due 2025 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed September 14, 1995).
4.23*	— Senior Indenture, dated as of December 8, 1997, between Northwest Pipeline Corporation and The Chase Manhattan Bank, Trustee with regard to Northwest Pipeline's 6.625% Debentures, due 2007 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed September 8, 1997).
4.24*	— Indenture dated March 4, 2003, between Northwest Pipeline Corporation and JP Morgan Chase Bank, as Trustee (filed as Exhibit 4.1 to our Form 10-Q filed May 13, 2003).

Exhibit No.	Description
4.25*	— Indenture dated as of June 22, 2006, between Northwest Pipeline Corporation and JPMorgan Chase Bank, N.A., as Trustee, with regard to Northwest Pipeline's \$175 million aggregate principal amount of 7.00% Senior Notes due 2016 (filed as Exhibit 4.1 to Northwest Pipeline's Form 8-K dated June 23, 2006).
4.26*	— Senior Indenture dated as of July 15, 1996 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-3 dated April 2, 1996)
4.27*	— Senior Indenture dated as of January 16, 1998 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-3 dated September 8, 1997).
4.28*	— Indenture dated as of August 27, 2001 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-4 dated November 8, 2001).
4.29*	— Indenture dated as of July 3, 2002 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to The Williams Companies Inc.'s Form 10-Q for the quarterly period ended June 30, 2002).
4.30*	— Indenture dated December 17, 2004 between Transcontinental Gas Pipe Line Corporation and JPMorgan Chase Bank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form 8-K filed December 21, 2004).
4.31*	— Indenture dated as of April 11, 2006, between Transcontinental Gas Pipe Line Corporation and JPMorgan Chase Bank, N.A., as Trustee with regard to Transcontinental Gas Pipe Line's \$200 million aggregate principal amount of 6.4% Senior Note due 2016 (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form 8-K dated April 11, 2006).
4.32*	— Indenture dated June 20, 2006, by and among Williams Partners L.P., Williams Partners Finance Corporation and JPMorgan Chase Bank, N.A. (filed as Exhibit 4.1 to Williams Partners L.P. Form 8-K filed June 20, 2006).
4.33*	— Indenture dated December 13, 2006, by and among Williams Partners L.P., Williams Partners Finance Corporation and The Bank of New York (filed as Exhibit 4.1 to Williams Partners L.P. filed December 19, 2006).
10.1*	— The Williams Companies, Inc. Supplemental Retirement Plan effective as of January 1, 1988 (filed as Exhibit 10(iii)(c) to our Form 10-K for the fiscal year ended December 31, 1987).
10.2*	— First Amendment to The Williams Companies, Inc. Supplemental Retirement Plan effective as of April 1, 1988 (filed as Exhibit 10.2 to our Form 10-K for the fiscal year ended December 31, 2003).
10.3*	— Second Amendment to The Williams Companies, Inc. Supplemental Retirement Plan effective as of January 1, 2002 and January 1, 2003 (filed as Exhibit 10.3 to our Form 10-K filed March, 11, 2005).
10.4*	— The Williams Companies, Inc. Stock Plan for Non-Officer Employees (filed as Exhibit 10(iii)(g) to our Form 10-K for the fiscal year ended December 31, 1995).
10.5*	— The Williams Companies, Inc. 1996 Stock Plan (filed as Exhibit A to our Proxy Statement dated March 27, 1996).
10.6*	— The Williams Companies, Inc. 1996 Stock Plan for Non-employee Directors (filed as Exhibit B to our Proxy Statement dated March 27, 1996).
10.7	— The Williams Companies, Inc. 2001 Stock Plan.
10.8	— The Williams Companies, Inc. 2002 Incentive Plan for Non-Employee Director Stock Option Agreement.
10.9*	— Indemnification Agreement effective as of August 1, 1986, among Williams, members of the Board of Directors and certain officers of Williams (filed as Exhibit 10(iii)(e) to our Form 10-K for the year ended December 31, 1986).
10.10*	— Form of Stock Option Secured Promissory Note and Pledge Agreement among Williams and certain employees, officers and non-employee directors (filed as Exhibit 10(iii)(m) to our Form 10-K for the fiscal year ended December 31, 1998).

<u>Exhibit No.</u>	<u>Description</u>
10.11*	— Form of 2004 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 10.12 to our Form 10-K filed March 11, 2005).
10.12*	— Form of 2004 Performance-Based Deferred Stock Agreement among Williams and executive officers filed as Exhibit 10.13 to our Form 10-K filed March 11, 2005).
10.13*	— Form of Stock Option Agreement among Williams and certain employees and officers (filed as Exhibit 99.1 to our Form 8-K filed March 2, 2005).
10.14*	— Form of 2005 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.2 to our Form 8-K filed March 2, 2005).
10.15*	— Form of 2005 Performance-Based Deferred Stock Agreement among Williams and executive officers.(filed as Exhibit 99.3 to our Form 8-K filed March 2, 2005).
10.16*	— Form of 2006 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.1 to our Form 8-K filed March 7, 2006).
10.17*	— Form of 2006 Stock Option Agreement among Williams and certain employees and officers (filed as Exhibit 99.2 to our Form 8-K filed March 7, 2006).
10.18*	— Form of 2006 Performance-Based Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.3 to our Form 8-K filed March 7, 2006).
10.19*	— The Williams Companies, Inc. 2001 Stock Plan (filed as Exhibit 4.1 to our Form S-8 filed August 1, 2001).
10.20*	— The Williams Companies, Inc. 2002 Incentive Plan as amended and restated effective as of January 23, 2004 (filed as Exhibit 10.1 to our Form 10-Q filed on August 5, 2004).
10.21*	— Form of Change in Control Severance Agreement between the Company and certain executive officers (filed as Exhibit 10.12 to our Form 10-Q filed November 14, 2002).
10.22*	— Settlement Agreement, by and among the Governor of the State of California and the several other parties named therein and The Williams Companies, Inc. and Williams Energy Marketing & Trading Company dated November 11, 2002 (filed as Exhibit 10.79 to our Form 10-K for the fiscal year ended December 31, 2002).
10.23*	— The Williams Companies, Inc. Severance Pay Plan as Amended and Restated Effective October 28, 2003.
10.24*	— Amendment to The Williams Companies, Inc. Severance Pay Plan dated October 28, 2003.
10.25*	— Amendment to The Williams Companies, Inc. Severance Pay Plan dated June 1, 2004.
10.26*	— Amendment to The Williams Companies, Inc. Severance Pay Plan dated January 1, 2005.
10.27*	— U.S. \$500,000,000 Term Loan Agreement among Williams Production Holdings LLC, Williams Production RMT Company, as Borrower, the Several Lenders from time to time parties thereto, Lehman Brothers Inc. and Banc of America Securities LLC as Joint Lead Arrangers, Citigroup USA, Inc. and JPMorgan Chase Bank, as Co-Syndication Agents, Bank of America, N.A., as Documentation Agent, and Lehman Commercial Paper Inc., as Administrative Agent dated as of May 30, 2003 (filed as Exhibit 10.1 to our Form 10-Q filed August 12, 2003).
10.28*	— The First Amendment to the Term Loan Agreement dated February 25, 2004, between Williams Production Holdings, LLC, Williams Production RMT Company, as Borrower, the several financial institutions as lenders and Lehman Commercial Paper Inc., as Administrative Agent dated as of May 30, 2003 (filed as Exhibit 10.3 to our Form 10-Q filed May 6, 2004).
10.29*	— Guarantee and Collateral Agreement made by Williams Production Holdings LLC, Williams Production RMT Company and certain of its Subsidiaries in favor of Lehman Commercial Paper Inc. as Administrative Agent dated as of May 30, 2003 (filed as Exhibit 10.2 to our Form 10-Q filed August 12, 2003).
10.30*	— U.S. \$1,275,000,000 Amended and Restated Credit Agreement Dated as of May 20, 2005 among The Williams Companies, Inc., Northwest Pipeline Corporation, Transcontinental Gas Pipe Line Corporation, Williams Partners L.P., as Borrowers, Citicorp USA, Inc., As Administrative Agent and Collateral Agent, Citibank, N.A. Bank of America, N.A. as Issuing Banks and The Banks Named Herein as Banks (filed as Exhibit 1.1 to our Form 8-K filed May 26, 2005).

Exhibit No.	<u>Description</u>
10.31*	— Credit Agreement dated as of May 1, 2006, among The Williams Companies, Inc., Northwest Pipeline Corporation, Transcontinental Gas Pipe Line Corporation, and Williams Partners L.P., as Borrowers and Citibank, N.A., as Administrative Agent (filed as Exhibit 10.1 to our form 8-K filed May 1, 2006).
10.32*	— U.S. \$400,000,000 Five Year Credit Agreement dated January 20, 2005 among The Williams Companies, Inc., as Borrower, the Initial Lenders named herein, as Initial Lenders, the Initial Issuing Banks named herein, as Initial Issuing Banks and Citibank, N.A, as Agent (filed as Exhibit 10.3 to our Form 8-K filed on January 26, 2005).
10.33*	— U.S. \$100,000,000 Five Year Credit Agreement dated January 20, 2005 among The Williams Companies, Inc., as Borrower, the Initial Lenders named herein, as Initial Lenders, the Initial Issuing Banks named herein, as Initial Issuing Banks and Citibank, N.A, as Agent (filed as Exhibit 10.4 to our Form 8-K filed on January 26, 2005).
10.34*	— U.S. \$500,000,000 Five Year Credit Agreement dated September 20, 2005 among The Williams Companies, Inc., as Borrower, the Initial Lenders named herein, as Initial Lenders, the Initial Issuing Banks named herein, as Initial Issuing Banks and Citibank, N.A, as Agent (filed as Exhibit 10.3 to our Form 8-K filed on September 26, 2005).
10.35*	— U.S. \$200,000,000 Five Year Credit Agreement dated September 20, 2005 among The Williams Companies, Inc., as Borrower, the Initial Lenders named herein, as Initial Lenders, the Initial Issuing Banks named herein, as Initial Issuing Banks and Citibank, N.A, as Agent (filed as Exhibit 10.3 to our Form 8-K filed on September 26, 2005).
10.36*	— Assumption Agreement dated June 17, 2003 by and between The Williams Companies, Inc. and WEG Acquisitions, L.P. (filed as Exhibit 10.10 to our Form 10-Q filed August 12, 2003).
10.37*	— Agreement for the Release of Certain Indemnification Obligations dated as of May 26, 2004 by and among Magellan Midstream Holdings, L.P., Magellan G.P. LLC and Magellan Midstream Partners, L.P., on the one hand, and The Williams Companies, Inc., Williams Energy Services, LLC, Williams Natural Gas Liquids, Inc. and Williams GP LLC, on the other hand (filed as Exhibit 10.6 to our Form 10-Q filed August 5, 2004).
10.38*	— Master Professional Services Agreement dated as of June 1, 2004, by and between The Williams Companies, Inc. and International Business Machines Corporation (filed as Exhibit 10.2 to our Form 10-Q filed August 5, 2004).
10.39*	— Amendment No. 1 to the Master Professional Services Agreement dated June 1, 2004, by and between The Williams Companies, Inc. and International Business Machines Corporation made as of June 1, 2004 (filed as Exhibit 10.3 to our Form 10-Q filed August 5, 2004).
10.40*	— Purchase and Sale Agreement, dated November 16, 2006, by and among Williams Energy Services, LLC, Williams field Services Group, LLC, Williams Field Services Company, LLC Williams Partners GP LLC, Williams Partners L.P. and Williams Partners Operating LLC (incorporated by reference to Exhibit 2.1 to Williams Partners L.P.'s current report on Form 8-K (File No. 1-32599) filed on November 21, 2006) filed as Exhibit 2.1 to our Form 8-K filed November 22, 2006).
10.41	— Credit Agreement dated February 23, 2007 among Williams Production RMT Company, Williams Production Company, LLC, Citibank, N.A., Citigroup Energy Inc., Calyon New York Branch, and the banks named therein, and Citigroup Global Markets Inc. and Calyon New York Branch as joint lead arrangers and co-book runners.
12	— Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividend Requirements.
14*	— Code of Ethics (filed as Exhibit 14 to Form 10-K for the fiscal year ended December 31, 2003).
20*	— Definitive Proxy Statement of Williams for 2007 (to be filed with the Securities and Exchange Commission on or before April , 2007).
21	— Subsidiaries of the registrant.
23.1	— Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP.
23.2	— Consent of Independent Petroleum Engineers and Geologists, Netherland, Sewell & Associates, Inc.
23.3	— Consent of Independent Petroleum Engineers and Geologists, Miller and Lents, LTD.

[Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>
24	— Power of Attorney together with certified resolution.
31.1	— Certification of the Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended, and Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	— Certification of the Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended, and Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	— Certification of the Chief Executive Officer and the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Each such exhibit has heretofore been filed with the SEC as part of the filing indicated and is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE WILLIAMS COMPANIES, INC.
(Registrant)

By: /s/ BRIAN K. SHORE

Brian K. Shore
Attorney-in-fact

Date: February 28, 2007

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
/s/ STEVEN J. MALCOLM* Steven J. Malcolm*	President, Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	February 28, 2007
/s/ DONALD R. CHAPPEL* Donald R. Chappel*	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 28, 2007
/s/ TED T. TIMMERMANS* Ted T. Timmermans*	Controller (Principal Accounting Officer)	February 28, 2007
/s/ KATHLEEN B. COOPER* Kathleen B. Cooper*	Director	February 28, 2007
/s/ IRL F. ENGELHARDT* Irl F. Engelhardt*	Director	February 28, 2007
/s/ WILLIAM R. GRANBERRY* William R. Granberry*	Director	February 28, 2007
/s/ WILLIAM E. GREEN* William E. Green*	Director	February 28, 2007
/s/ JUANITA H. HINSHAW* Juanita H. Hinshaw*	Director	February 28, 2007
/s/ W.R. HOWELL* W.R. Howell*	Director	February 28, 2007
/s/ CHARLES M. LILLIS* Charles M. Lillis*	Director	February 28, 2007
/s/ GEORGE A. LORCH* George A. Lorch*	Director	February 28, 2007

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> /s/ WILLIAM G. LOWRIE* William G. Lowrie*	Director	February 28, 2007
<hr/> /s/ FRANK T. MACINNIS* Frank T. Macinnis*	Director	February 28, 2007
<hr/> /s/ JANICE D. STONEY* Janice D. Stoney*	Director	February 28, 2007
*By: <hr/> /s/ BRIAN K. SHORE Brian K. Shore <i>Attorney-in-Fact</i>		

INDEX TO EXHIBITS

Exhibit No.	Description
3.1*	— Restated Certificate of Incorporation, as supplemented (filed as Exhibit 3.1 to our Form 10-K filed March 11, 2005).
3.2*	— Restated By-laws (filed as Exhibit 3.2 to our Form 8-K filed January 31, 2007).
4.1*	— Form of Senior Debt Indenture between Williams and Bank One Trust company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4.1 to our Form S-3 filed September 8, 1997).
4.2*	— Form of Floating Rate Senior Note (filed as Exhibit 4.3 to our Form S-3 filed September 8, 1997).
4.3*	— Form of Fixed Rate Senior Note (filed as Exhibit 4.4 to our Form S-3 filed September 8, 1997).
4.4*	— Trust Company, N.A., as Trustee, dated as of January 17, 2001 (filed as Exhibit 4(j) to Form 10-K for the fiscal year ended December 31, 2000).
4.5*	— Fifth Supplemental Indenture between Williams and Bank One Trust Company, N.A., as Trustee, dated as of January 17, 2001 (filed as Exhibit 4(k) to our Form 10-K for the fiscal year ended December 31, 2000).
4.6*	— Sixth Supplemental Indenture dated January 14, 2002, between Williams and Bank One Trust Company, National Association, as Trustee (filed as Exhibit 4.1 to our Form 8-K filed January 23, 2002).
4.7*	— Seventh Supplemental Indenture dated March 19, 2002, between The Williams Companies, Inc. as Issuer and Bank One Trust Company, National Association, as Trustee (filed as Exhibit 4.1 to our Form 10-Q filed May 9, 2002).
4.8*	— Form of Senior Debt Indenture between Williams Holdings of Delaware, Inc. and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Williams Holdings of Delaware, Inc.'s our Form 10-Q filed October 18, 1995).
4.9*	— First Supplemental Indenture dated as of July 31, 1999, among Williams Holdings of Delaware, Inc., Citibank, N.A., as Trustee (filed as Exhibit 4(o) to Form 10-K for the fiscal year ended December 31, 1999).
4.10*	— Senior Indenture dated February 25, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4.4.1 to MAPCO Inc.'s Amendment No. 1 to Form S-3 dated February 25, 1997).
4.11*	— Supplemental Indenture No. 1 dated March 5, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(o) to MAPCO Inc.'s Form 10-K for the fiscal year ended December 31, 1997).
4.12*	— Supplemental Indenture No. 2 dated March 5, 1997, between MAPCO Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(p) to MAPCO Inc.'s Form 10-K for the fiscal year ended December 31, 1997).
4.13*	— Supplemental Indenture No. 3 dated March 31, 1998, among MAPCO Inc., Williams Holdings of Delaware, Inc. and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(j) to Williams Holdings of Delaware, Inc.'s Form 10-K for the fiscal year ended December 31, 1998).
4.14*	— Supplemental Indenture No. 4 dated as of July 31, 1999, among Williams Holdings of Delaware, Inc., Williams and Bank One Trust Company, N.A. (formerly The First National Bank of Chicago), as Trustee (filed as Exhibit 4(q) to our Form 10-K for the fiscal year ended December 31, 1999).
4.15*	— Revised Form of Indenture between Barrett Resources Corporation, as Issuer, and Bankers Trust Company, as Trustee, with respect to Senior Notes including specimen of 7.55% Senior Notes (filed as Exhibit 4.1 to Barrett Resources Corporation's Amendment No. 2 to our Registration Statement on Form S-3 filed February 10, 1997).
4.16*	— First Supplemental Indenture dated 2001, between Barrett Resources Corporation, as Issuer, and Bankers Trust Company, as Trustee (filed as Exhibit 4.3 to our Form 10-Q filed November 13, 2001).
4.17*	— Second Supplemental Indenture dated as of August 2, 2001, among Barrett Resources Corporation, as Issuer, Resources Acquisition Corp., The Williams Companies, Inc. and Bankers Trust Company, as Trustee (filed as Exhibit 4.4 to our Form 10-Q filed November 13, 2001).

[Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>
4.18*	— Third Supplemental Indenture dated as of May 20, 2004 with respect to the Indenture dated as of February 1, 1997 between Barrett Resources Corporation (predecessor-in-interest to Williams Production RMT Company) and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as trustee (filed as Exhibit 99.2 to our Form 8-K filed May 20, 2004).
4.19*	— Indenture dated as of May 28, 2003, by and between The Williams Companies, Inc. and JPMorgan Chase Bank, as Trustee for the issuance of the 5.50% Junior Subordinated Convertible Debentures due 2033 (filed as Exhibit 4.2 to our Form 10-Q filed August 12, 2003).
4.20*	— Amended and Restated Rights Agreement dated September 21, 2004 by and between The Williams Companies, Inc. and EquiServe Trust Company, N.A., as Rights Agent (filed as Exhibit 4.1 to our Form 8-K filed September 21, 2004).
4.21*	— Senior Indenture, dated as of August 1, 1992, between Northwest Pipeline Corporation and Continental Bank, N.A., Trustee with regard to Northwest Pipeline's 9% Debentures, due 2022 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed July 2, 1992).
4.22*	— Senior Indenture, dated as of November 30, 1995, between Northwest Pipeline Corporation and Chemical Bank, Trustee with regard to Northwest Pipeline's 7.125% Debentures, due 2025 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed September 14, 1995).
4.23*	— Senior Indenture, dated as of December 8, 1997, between Northwest Pipeline Corporation and The Chase Manhattan Bank, Trustee with regard to Northwest Pipeline's 6.625% Debentures, due 2007 (filed as Exhibit 4.1 to Northwest Pipeline's Form S-3 filed September 8, 1997).
4.24*	— Indenture dated March 4, 2003, between Northwest Pipeline Corporation and JP Morgan Chase Bank, as Trustee (filed as Exhibit 4.1 to our Form 10-Q filed May 13, 2003).
4.25*	— Indenture dated as of June 22, 2006, between Northwest Pipeline Corporation and JPMorgan Chase Bank, N.A., as Trustee, with regard to Northwest Pipeline's \$175 million aggregate principal amount of 7.00% Senior Notes due 2016 (filed as Exhibit 4.1 to Northwest Pipeline's Form 8-K dated June 23, 2006).
4.26*	— Senior Indenture dated as of July 15, 1996 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-3 dated April 2, 1996).
4.27*	— Senior Indenture dated as of January 16, 1998 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-3 dated September 8, 1997).
4.28*	— Indenture dated as of August 27, 2001 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form S-4 dated November 8, 2001).
4.29*	— Indenture dated as of July 3, 2002 between Transcontinental Gas Pipe Line Corporation and Citibank, N.A., as Trustee (filed as Exhibit 4.1 to The Williams Companies Inc.'s Form 10-Q for the quarterly period ended June 30, 2002).
4.30*	— Indenture dated December 17, 2004 between Transcontinental Gas Pipe Line Corporation and JPMorgan Chase Bank, N.A., as Trustee (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form 8-K filed December 21, 2004).
4.31*	— Indenture dated as of April 11, 2006, between Transcontinental Gas Pipe Line Corporation and JPMorgan Chase Bank, N.A., as Trustee with regard to Transcontinental Gas Pipe Line's \$200 million aggregate principal amount of 6.4% Senior Note due 2016 (filed as Exhibit 4.1 to Transcontinental Gas Pipe Line Corporation's Form 8-K dated April 11, 2006).
4.32*	— Indenture dated June 20, 2006, by and among Williams Partners L.P., Williams Partners Finance Corporation and JPMorgan Chase Bank, N.A. (filed as Exhibit 4.1 to Williams Partners L.P. Form 8-K filed June 20, 2006).
4.33*	— Indenture dated December 13, 2006, by and among Williams Partners L.P., Williams Partners Finance Corporation and The Bank of New York (filed as Exhibit 4.1 to Williams Partners L.P. filed December 19, 2006).
10.1*	— The Williams Companies, Inc. Supplemental Retirement Plan effective as of January 1, 1988 (filed as Exhibit 10(iii)(c) to our Form 10-K for the fiscal year ended December 31, 1987).

[Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>
10.2*	— First Amendment to The Williams Companies, Inc. Supplemental Retirement Plan effective as of April 1, 1988 (filed as Exhibit 10.2 to our Form 10-K for the fiscal year ended December 31, 2003).
10.3*	— Second Amendment to The Williams Companies, Inc. Supplemental Retirement Plan effective as of January 1, 2002 and January 1, 2003 (filed as Exhibit 10.3 to our Form 10-K filed March, 11, 2005).
10.4*	— The Williams Companies, Inc. Stock Plan for Non-Officer Employees (filed as Exhibit 10(iii)(g) to our Form 10-K for the fiscal year ended December 31, 1995).
10.5*	— The Williams Companies, Inc. 1996 Stock Plan (filed as Exhibit A to our Proxy Statement dated March 27, 1996).
10.6*	— The Williams Companies, Inc. 1996 Stock Plan for Non-employee Directors (filed as Exhibit B to our Proxy Statement dated March 27, 1996).
10.7	— The Williams Companies, Inc. 2001 Stock Plan.
10.8	— The Williams Companies, Inc. 2002 Incentive Plan for Non-Employee Director Stock Option Agreement.
10.9*	— Indemnification Agreement effective as of August 1, 1986, among Williams, members of the Board of Directors and certain officers of Williams (filed as Exhibit 10(iii)(e) to our Form 10-K for the year ended December 31, 1986).
10.10*	— Form of Stock Option Secured Promissory Note and Pledge Agreement among Williams and certain employees, officers and non-employee directors (filed as Exhibit 10(iii)(m) to our Form 10-K for the fiscal year ended December 31, 1998).
10.11*	— Form of 2004 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 10.12 to our Form 10-K filed March 11, 2005).
10.12*	— Form of 2004 Performance-Based Deferred Stock Agreement among Williams and executive officers filed as Exhibit 10.13 to our Form 10-K filed March 11, 2005).
10.13*	— Form of Stock Option Agreement among Williams and certain employees and officers (filed as Exhibit 99.1 to our Form 8-K filed March 2, 2005).
10.14*	— Form of 2005 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.2 to our Form 8-K filed March 2, 2005).
10.15*	— Form of 2005 Performance-Based Deferred Stock Agreement among Williams and executive officers.(filed as Exhibit 99.3 to our Form 8-K filed March 2, 2005).
10.16*	— Form of 2006 Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.1 to our Form 8-K filed March 7, 2006).
10.17*	— Form of 2006 Stock Option Agreement among Williams and certain employees and officers (filed as Exhibit 99.2 to our Form 8-K filed March 7, 2006).
10.18*	— Form of 2006 Performance-Based Deferred Stock Agreement among Williams and certain employees and officers (filed as Exhibit 99.3 to our Form 8-K filed March 7, 2006).
10.19*	— The Williams Companies, Inc. 2001 Stock Plan (filed as Exhibit 4.1 to our Form S-8 filed August 1, 2001).
10.20*	— The Williams Companies, Inc. 2002 Incentive Plan as amended and restated effective as of January 23, 2004 (filed as Exhibit 10.1 to our Form 10-Q filed on August 5, 2004).
10.21*	— Form of Change in Control Severance Agreement between the Company and certain executive officers (filed as Exhibit 10.12 to our Form 10-Q filed November 14, 2002).
10.22*	— Settlement Agreement, by and among the Governor of the State of California and the several other parties named therein and The Williams Companies, Inc. and Williams Energy Marketing & Trading Company dated November 11, 2002 (filed as Exhibit 10.79 to our Form 10-K for the fiscal year ended December 31, 2002).
10.23*	— The Williams Companies, Inc. Severance Pay Plan as Amended and Restated Effective October 28, 2003.
10.24*	— Amendment to The Williams Companies, Inc. Severance Pay Plan dated October 28, 2003.
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10.27*	— U.S. \$500,000,000 Term Loan Agreement among Williams Production Holdings LLC, Williams Production RMT Company, as Borrower, the Several Lenders from time to time parties thereto, Lehman Brothers Inc. and Banc of America Securities LLC as Joint Lead Arrangers, Citigroup USA, Inc. and JPMorgan Chase Bank, as Co-Syndication Agents, Bank of America, N.A., as Documentation Agent, and Lehman Commercial Paper Inc., as Administrative Agent dated as of May 30, 2003 (filed as Exhibit 10.1 to our Form 10-Q filed August 12, 2003).
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10.39*	— Amendment No. 1 to the Master Professional Services Agreement dated June 1, 2004, by and between The Williams Companies, Inc. and International Business Machines Corporation made as of June 1, 2004 (filed as Exhibit 10.3 to our Form 10-Q filed August 5, 2004).

[Table of Contents](#)

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12	— Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividend Requirements.
14*	— Code of Ethics (filed as Exhibit 14 to Form 10-K for the fiscal year ended December 31, 2003).
20*	— Definitive Proxy Statement of Williams for 2007 (to be filed with the Securities and Exchange Commission on or before April , 2007).
21	— Subsidiaries of the registrant.
23.1	— Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP.
23.2	— Consent of Independent Petroleum Engineers and Geologists, Netherland, Sewell & Associates, Inc.
23.3	— Consent of Independent Petroleum Engineers and Geologists, Miller and Lents, LTD.
24	— Power of Attorney together with certified resolution.
31.1	— Certification of the Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended, and Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	— Certification of the Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended, and Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	— Certification of the Chief Executive Officer and the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Each such exhibit has heretofore been filed with the SEC as part of the filing indicated and is incorporated herein by reference.

THE WILLIAMS COMPANIES, INC.

2001 STOCK PLAN

SECTION 1. Purposes.

1.01 Pursuant to that certain Agreement and Plan of Merger among The Williams Companies, Inc., Resources Acquisition Corp and Barrett Resources Corporation dated as of May 7, 2001 ("Merger Agreement") the Company agreed to assume, effective at the Merger Date (as defined below) certain options granted under certain option plans maintained prior to the Merger Date (as defined below) by Barrett Resources Corporation, which options would become and represent options ("Substitute Options") to purchase Shares (as defined below), and to assume the Barrett Plans (as defined below), with the result that all the obligations of Barrett Resources Corporation under the Barrett Plans would become obligations of the Company following the Merger Date.

The purpose of The Williams Companies, Inc. 2001 stock Option Plan (the "Plan") as set forth herein, is to implement the provisions of the Merger Agreement by amending and restating the Barrett Plans as the Plan to reflect their assumption by the Company, and to provide for the grant of the Substitute Options pursuant to the Merger Agreement.

SECTION 2. Definitions; Construction.

2.01 Definitions. In addition to the terms defined elsewhere in the Plan, the following terms as used in the Plan shall have the following meanings when used with initial capital letters:

2.01.1 "Affiliate" means any entity other than the Company in which the Company owns, directly or indirectly, at least twenty percent (20%) of the combined voting power of all classes of stock of such entity or at least twenty percent (20%) of the ownership interests in such entity.

2.01.2 "Barrett Award Agreement" means any written agreement, contract or other instrument or document evidencing a Barrett Option.

2.01.3 "Barrett Option" means an option (including an incentive stock option under Code Section 422) granted under a Barrett Plan, to the extent such option (after effectuation of the adjustment contemplated by Section 7.2(a) of the Merger Agreement) was outstanding immediately prior to the Merger Date.

2.01.4 "Barrett Plan" means any of the following plans as in effect immediately prior to the Merger Date: Barrett Resources Corporation 2000 Stock Option Plan; Barrett Resources Corporation 1999 Stock Option Plan; Barrett Resources Corporation 1997 Stock Option Plan; Barrett Resources Corporation Non-Discretionary Stock Option Plan

as Amended March 20, 1997; Barrett Resources Corporation 1994 Stock Option Plan, Plains Petroleum Company 1992 Stock Option Plan, Plains Petroleum Company 1989 Stock Option Plan, and Plains Petroleum Company 1985 Stock Option Plan for Non-Employee Directors. A copy of each Barrett Plan is respectively attached hereto as Exhibits A through H.

2.01.5 "Board" means the Company's Board of Directors.

2.01.6 "CEO" means the Chief Executive Officer of the Company, as designated by the Board.

2.01.7 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.01.8 "Company" means The Williams Companies, Inc. together with any successor thereto.

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

2.01.10 "Fair Market Value" means, as of any date, with respect to Shares at any time that Shares are listed on the New York Stock Exchange, the mean between the highest and lowest selling prices in the consolidated transaction reporting system as of that date or nearest preceding date on which a sale was reported; and, with respect to Shares at any time that Shares are not listed on the New York Stock Exchange, or property other than Shares, the Fair Market Value of such Shares or other property determined by such methods or procedures as shall be established from time to time by the CEO.

2.01.11 "Merger" means the merger among the Company, Resources Acquisition Corp., and Barrett Resources Corporation, as defined and described in the Merger Agreement.

2.01.12 "Merger Date" means the time at which the Merger becomes effective (defined in the Merger Agreement as the "Effective Time").

2.01.13 "Merger Agreement" means such term as defined in Section 1.01.

2.01.14 "Participant" means a Person holding a Replacement Option.

2.01.15 "Person" shall have the meaning assigned in the Exchange Act.

2.01.16 "Replacement Option" means a right, granted under Section 6.02 hereof, to purchase Shares at a specified price during specified time periods.

2.01.17 "Replacement Option Agreement" means the agreement evidencing a Replacement Option.

2.01.18 "Shares" means the common stock of the Company, \$1.00 par value, and such other securities of the Company as may be substituted for Shares pursuant to Section 8.01 hereof.

2.01.19 "Williams Grantee" means any Person who, immediately prior to the Merger Date, held a Barrett Option.

2.02 Construction. For purposes of the Plan, the following rules of construction shall apply:

2.02.1 The word "or" is disjunctive but not necessarily exclusive.

2.02.2 Words in the singular include the plural; words in the plural include the singular; and words in the neuter gender include the masculine and feminine genders and words in the masculine or feminine gender include the other and neuter genders.

SECTION 3. Administration.

3.01 The Plan shall be administered by the CEO or, if the Board so designates, by a committee of the Board. (If the Board designates such a committee, references in the Plan to the CEO shall be deemed to be references to such committee.) The CEO shall have full and final authority to take the following actions, in each case subject to and consistent with the provisions of the Merger Agreement and the Plan, including but not limited to Section 6.02:

- (i) to designate Participants;
- (ii) to determine the type or types of Replacement Options to be granted to each Participant;
- (iii) to determine the number of Replacement Options to be granted, the number of Shares to which a Replacement Option will relate, the terms and conditions of any Replacement Option (including, but not limited to, any exercise price, grant price or purchase price, any limitation or restriction, any schedule for lapse of limitations, forfeiture restrictions or restrictions on exercisability or transferability, and accelerations or waivers thereof, based in each case on such considerations as the CEO shall determine), and all other matters to be determined in connection with a Replacement Option;
- (iv) to determine whether, to what extent and under what circumstances a Replacement Option may be settled in, or the exercise price of a Replacement Option may be paid in, cash, Shares, other Replacement Options or other property, or a Replacement Option may be accelerated, vested, canceled, forfeited, exchanged or surrendered;
- (v) to determine whether, to what extent and under what circumstances cash,

Shares, other Replacement Options, other property and other amounts payable with respect to a Replacement Option shall be deferred either at the election of the CEO or at the election of the Participant;

- (vi) to prescribe the form of each Replacement Option Agreement, which need not be identical for each Participant;
- (vii) to adopt, amend, suspend, waive and rescind such rules and regulations and appoint such agents as the CEO may deem necessary or advisable to administer the Plan;
- (viii) to correct any defect or supply any omissions or reconcile any inconsistency; and to construe and interpret the Plan, the rules and regulations, any Replacement Option Agreement or other instrument entered into or relating to a Replacement Option made under the Plan; including but not limited to the authority to correct any defect, supply any omission and reconcile any inconsistency between the Plan and the applicable Barrett Plan and the Replacement Option Agreement and the applicable Barrett Award Agreement; and
- (ix) to make all other decisions and determinations as may be required under the terms of the Plan or as the CEO may deem necessary or advisable for the administration of the Plan.

Any action of the CEO with respect to the Plan shall be final, conclusive and binding on all Persons, including the Company, Affiliates, Participants, any Person claiming any rights under the Plan from or through any Participant, and stockholders. The express grant of any specific power to the CEO, and the taking of any action by the CEO, shall not be construed as limiting any power or authority of the CEO. The CEO may delegate to officers or managers of the Company or of any Affiliate the authority, subject to such terms as the CEO shall determine, to take such actions and perform such functions under the Plan as the CEO may specific, including, but not limited to, administrative functions. The CEO shall be entitled to, in good faith, rely or act upon any report or other information furnished to it by any officer, manager or other employee of the Company or any Affiliate, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan. Any and all powers, authorizations and discretions granted by the Plan to the CEO (or delegated by the CEO) shall likewise be exercisable at any time by the Board.

SECTION 4. Shares Subject to the Plan.

4.01 An aggregate number of Shares is hereby made available and is reserved for delivery on account of the exercise of Replacement Options equal to the number of Shares determined pursuant to the formulas set forth in Section 6.02 to be required to replace Barrett Options held by Williams Grantees as of the Merger Date; provided that, subject to adjustment as provided in Section 8.01 hereof, the total number of Shares reserved and available for

distribution under the Plan shall not exceed 2,200,000 Shares.

Any Shares distributed pursuant to a Replacement Option may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares, including Shares repurchased by the Company for purposes of the Plan; provided, however, that if, at the time Shares are to be distributed under the Plan to a Participant (including upon exercise of a Replacement Option), the Shares are listed on the New York Stock Exchange and such Participant is a "director" or "officer" of the Company within the meaning of Sections 312.03 and 703.09 of the Listed Company Manual of the New York Stock Exchange, such that the Participant's acquisition of Stock originally issued by the Company would be subject to the requirement of stockholder approval under applicable Exchange rules, the Shares to be distributed to such Participant shall consist only of treasury Shares then held by the Company. The Company shall use its best efforts to obtain and have available, at any time that the such treasury Shares are required to be distributed in connection with a Replacement Option, a sufficient number of treasury Shares, not reserved for other uses, to be able to make prompt delivery in connection with any such Replacement Option.

SECTION 5. Eligibility.

5.01 Replacement Options maybe granted only to Williams Grantees.

SECTION 6. Specific Terms of Replacement Options.

6.01 General. Subject to the terms of the Plan and any applicable Replacement Option Agreement, Replacement Options shall be granted as provided in this Section 6 to replace and in substitution for those opportunities and benefits (under the Barrett Plans) of Williams Grantees. Immediately prior to such grant, the Barrett Option it replaces shall terminate and be of no further effect.

6.02 Replacement Options. Effective as of immediately after the Merger Date, the CEO shall grant Replacement Options to each Williams Grantee, on the following terms and conditions:

- (i) Exercise Price. The exercise price per Share of a Replacement Option shall be the quotient obtained by dividing the exercise price per share under the Barrett Option it replaces by 1.767, with such quotient rounded up to the nearest one-tenth of one cent, as determined by the CEO.
- (ii) Number of Shares. The number of Shares subject to the Replacement Option shall be the product of the number of shares of common stock of Barrett Resources Corporation, par value \$0.01 per share subject to the Barrett Option it replaces, multiplied by 1.767, with such product rounded to the nearest full share, or if there shall not be a nearest share, the next greater full share, as determined by the CEO.
- (iii) Replacement Option Terms. Each Replacement Option shall have substantially the same terms and conditions as the Barrett Option it replaces (other than the exercise

price and the number of shares and the fact that it is exercisable for Shares, but including but not limited to the remaining option term, vesting, (including, if applicable, accelerated vesting), conditions of exercisability), employment requirements, directorship requirement, requirements for acknowledgements and warranties from the Participant, sale restrictions on the Shares, and the methods of and limits on exercise of the Replacement Option), and not give the Participant any additional benefits he or she did not have, under the corresponding Barrett Option, as determined by the CEO. Subject to the foregoing, the CEO shall determine the time or times at which a Replacement Option may be exercised, the methods by which such exercise price may be paid or deemed to be paid, and the permitted form of such payment.

- (iv) Grant of Replacement Incentive Stock Options. At the time of the grant of any Replacement Option, the CEO shall, if such Replacement Option replaces an incentive stock option granted under a Barrett Plan ("ISO Replacement Option"), designate that such Replacement Option shall be made subject to additional restrictions to permit it to qualify insofar as reasonably possible as an "incentive stock option" under the requirements of Section 422 of the Code.

SECTION 7. General Terms of Replacement Options.

7.01 Limits on Transfer of Replacement Options, Beneficiaries. No right or interest of a Participant in, or relating to, any Replacement Option shall be pledged, encumbered or hypothecated to or in favor of any Person other than the Company or an Affiliate, or shall be subject to any lien, obligation or liability of such Participant to any Person other than the Company or an Affiliate. Unless otherwise determined by the CEO or permitted under the relevant Barrett Option, (consistent with Section 422 of the Code and the requirements for registration of offers and sales of Shares under the Plan with the Securities and Exchange Commission on a registration statement on Form S-8, as then in effect, or such other such registration form as may then be available, no Replacement Option shall be assignable or transferable by a Participant otherwise than by will or the laws of descent and distribution; provided, however, that, if so determined by the CEO, a Participant may, in the manner established by the CEO, designate a beneficiary or beneficiaries to exercise the rights of the Participant upon the death of the Participant. A beneficiary, guardian, legal representative or other Person claiming any rights under the Plan from or through any Participant shall be subject to all the terms and conditions of the Plan and any Replacement Option Agreement applicable to such Participant as well as any additional restrictions or limitations deemed necessary or appropriate by the CEO. An ISO Replacement Option shall be exercisable by the guardian, legal representative, beneficiary or other Person only if a ruling from the Internal Revenue Service or an opinion of counsel is obtained to the effect that neither the grant nor the exercise of such power is violative of Section 422 of the Code. Any opinion of counsel must be acceptable to the CEO both with respect to the counsel rendering the opinion and with respect to the form of opinion.

7.02 Registration and Listing Compliance. The Company shall have no obligation to make any payment or distribute Shares with respect to any Replacement Option in a transaction

subject to the registration requirements of the Securities Act of 1933, as amended, or any state securities laws or subject to a listing requirement under any listing agreement between the Company and any national securities exchange, and no Replacement Option shall confer upon any Participant any rights to such delivery or distribution, until such laws and contractual obligations of the Company have been complied within all material respects. The Company shall have no obligation to register Shares or the resale of the Shares under the Securities Act of 1933, and in the absence of such registration the Shares may not be sold unless they are subject to an exemption from registration from the Security Act of 1933.

7.03 Stock Certificates. All certificates for Shares delivered under the terms of the Plan shall be subject to such stop-transfer orders and other restrictions as the CEO may deem advisable under federal or state securities laws, rules and regulations thereunder, and the rules of any national securities exchange or automated quotation system on which Shares are listed or quoted. The CEO may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions or any other restrictions or limitations that may be applicable to Shares. In addition, during any period in which Replacement Options or Shares are subject to restrictions or limitations under the terms of the Plan or any Replacement Option Agreement, or during any period during which delivery or receipt of a Replacement Option or Shares has been deferred by the CEO or a Participant, the CEO may require any Participant to enter into an agreement providing that certificates representing Shares issuable or issued pursuant to a Replacement Option shall remain in the physical custody of the Company or such other Person as the CEO may designate.

SECTION 8. Adjustment Provisions.

8.01 In the event that the CEO shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, exchange of Shares or other securities of the Company, or other similar corporate transactions or event affects the Shares such that an adjustment is determined by the CEO to be appropriate in order to prevent dilution or enlargement of Participants' rights under the Plan, then the CEO shall, in such manner as it may deem equitable, adjust any or all of (i) the number and kind of Shares which may thereafter be issued in connection with Replacement Options; (ii) the number and kind of Shares issued or issuable in respect of outstanding Replacement Options; and (iii) the exercise price, grant price or purchase price relating to any Replacement Option or, if deemed appropriate, make provisions for a cash payment with respect to any outstanding Replacement Option. In addition, the CEO is authorized to make adjustments in the terms and conditions of, and the criteria in, Replacement Options in recognition of unusual or nonrecurring event (including, without limitation, events described in the preceding sentence) affecting the Company or any Affiliate or the financial statements of the Company or any Affiliate, or in response to changes in applicable laws, regulations or accounting principles.

SECTION 9. Amendments to and Termination of the Plan.

9.01 The Board may amend, alter, suspend, discontinue or terminate the Plan without the consent of stockholders or Participants; provided, however, that, without the consent of a

Participant, no amendment, alteration, suspension, discontinuation or termination of the Plan may materially and adversely affect the rights of such Participant under any Replacement Option theretofore granted to him. The CEO may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Replacement Option theretofore granted, prospectively or retrospectively; provided, however, that, without the consent of a Participant, no amendment, alteration, suspension, discontinuation or termination of any Replacement Option may materially and adversely affect the rights of such Participant under any Replacement Option theretofore granted to him.

Unless earlier terminated by the Board, the Plan shall terminate on the earlier of (1) the tenth (10th) anniversary of the effective date (set forth in Section 11.01) or (2) when no Shares remain reserved and available for issuance and the Company has no further obligation with respect to any Replacement Option granted under the Plan.

SECTION 10. General Provisions.

10.01 No Rights to Replacement Options; No Stockholder Rights. Except as set forth in the Merger Agreement or in Section 6.02 of the Plan, no Williams Grantee, Participant, director, or employee shall have any claim to be granted any Replacement Option under the Plan, and there is no obligation for uniformity of treatment of Williams Grantees, Participants, directors and employees, except as provided in any other compensation arrangement. No Replacement Option shall confer on any Participant any of the rights of a stockholder of the Company unless and until Shares are in fact issued to such Participant in connection with such Replacement Option.

10.02 Withholding. The Company or any Affiliate is authorized to withhold from any Replacement Option granted or any payment due under the Plan, including from a distribution of Shares, amounts of withholding taxes due with respect to a Replacement Option, its exercise or any payment thereunder, and to take such other action as the CEO may deem necessary or advisable to enable the Company and Participants to satisfy obligations for the payment of such taxes. This authority shall include authority to withhold or receive Shares, Replacement Options or other property and to make cash payments in respect thereof in satisfaction of such tax obligations. In no event shall the repurchase of Shares for tax withholding exceed the number required to satisfy the employer's minimum statutorily withholding requirements.

10.03 No Right to Employment. Nothing contained in the Plan or any Replacement Option Agreement shall confer, and no grant of a Replacement Option shall be construed as conferring, upon any Williams Grantee Participant any right continue in the service of the Company or any Affiliate or to interfere in any way with the right of the Company or any Affiliate to terminate his employment at any time or increase or decrease his compensation from the rate in existence at the time of granting of a Replacement Option, except as provided in any other compensation arrangement.

10.04 Unfunded Status of Replacement Options; Creation of Trusts. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant pursuant to a Replacement Option, nothing

Name: Name
SSN: SSN

Date: May 18, 2006

THE WILLIAMS COMPANIES, INC.
2002 INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR STOCK OPTION AGREEMENT

This Stock Option Agreement ("Option Agreement") contains the terms of the Director Option (as defined below) granted to you in this Option Agreement. Certain terms of the Director Option are defined in the Plan (as defined below).

1. **Stock Options.** Subject to the terms of The Williams Companies, Inc. 2002 Incentive Plan or any successor plan, including any supplements or amendments to it (the "Plan"), you have been granted the right ("Director Option") to purchase from the Company 6,000 shares of the Company's Common Stock, par value \$1 per share (the "Shares") effective May 18, 2006. Your Director Option is exercisable in whole or in part at the exercise price of \$20.69 (the Option Price), the closing stock price on May 18, 2006.
 2. **Incorporation of Plan.** The Plan applies as though it were included in this Option Agreement. Any capitalized word has a special meaning, which can be found in the Plan or in this Option Agreement. You agree to accept as binding, conclusive and final all decisions and interpretations of the Committee upon any questions arising under the Plan or this Option Agreement.
 3. **Exercise.** Except as otherwise provided in this Option Agreement, you may exercise these Director Options by providing notification in a form acceptable to the Company that you have elected to exercise this Director Option in whole or in part, showing the number of Shares for which the Director Option is being exercised, and providing payment in full for the Option Price. If you have not signed and delivered this Option Agreement prior to submitting a notification of such election, submission of your notification of election shall constitute your agreement with the terms and conditions of this Option Agreement. Notwithstanding the preceding sentence, the Company reserves the right to require your signature to this Option Agreement prior to accepting a notification of election to exercise this Director Option in whole or in part.
 4. **Payment.** You must pay the Option Price in full by any one or more of the following methods, subject to approval of the Committee: (i) in cash, by check or wire transfer; (ii) in Mature Shares valued at their Fair Market Value on the date of exercise, (iii) subject to applicable law and procedures approved by the Company, in cash by a broker-dealer to whom you have submitted an irrevocable exercise notice consisting of an irrevocable instruction to deliver promptly to the Company the amount of sale or loan proceeds sufficient to pay the Option Price, or (iv) any combination of (i), (ii), or (iii). Certificates for any Shares used to pay the Option Price must be attested to in writing to the Company or delivered to the Company in negotiable form, duly endorsed in blank or with separate stock powers attached, and must be free and clear of all liens, encumbrances, claims and any other charges thereon of any kind.
 5. **Director Option Term.** The Option Term of each Director Option shall expire the earlier of (i) the tenth anniversary of the Grant Date or (ii) the fifth anniversary of the date you cease to serve as a Non-Employee Director.
 6. **Notices.** All notices to the Company or to the Committee must be in writing and delivered by hand or by mail, addressed to The Williams Companies, Inc., One Williams Center, Tulsa, Oklahoma 74172, Attention: Stock Administration Department. Notices become effective upon their receipt by the Company if delivered as described in this section.
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7. Securities Law Compliance. The Company may, without liability for its good faith actions, place legend restrictions upon Shares obtained by exercising the Director Option and issue "stop transfer" instructions requiring compliance with applicable securities laws and the terms of the Director Option.

8. No Right to Continue as Director. Nothing in the Option Agreement or the Plan shall confer upon you the right to continue to serve as a director of the Company.

9. Tax Consultation. You understand you will incur tax consequences as a result of purchase or disposition of the Shares. You agree to consult with any tax consultants you think advisable in connection with the purchase of the Shares and acknowledge that you are not relying, and will not rely, on the Company for any tax advice.

The Williams
Companies, Inc.

/s/ Steven J. Malcolm

Steven J. Malcolm,
Chairman, President
and CEO

Signature of Director

CREDIT AGREEMENT
Dated as of February 23, 2007
among

WILLIAMS PRODUCTION RMT COMPANY
as Counterparty

WILLIAMS PRODUCTION COMPANY, LLC
as Guarantor

CITIBANK, N.A.
as Administrative Agent

CITIGROUP ENERGY INC.
as Computation Agent

CALYON NEW YORK BRANCH
as Collateral Agent and PV Determination Agent
and

THE BANKS NAMED HEREIN
as Banks

CITIGROUP GLOBAL MARKETS INC.
and
CALYON NEW YORK BRANCH
Joint Lead Arrangers and Co-Book Runners

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.1	Certain Defined Terms	1
SECTION 1.2	Computation of Time Periods	20
SECTION 1.3	Accounting Terms	20
SECTION 1.4	Miscellaneous	20
SECTION 1.5	Ratings	20

ARTICLE II TERMS OF THE FACILITY

SECTION 2.1	Terms	21
SECTION 2.2	Payments and Computations	21
SECTION 2.3	Taxes	22
SECTION 2.4	Fees	25
SECTION 2.5	Interest	25
SECTION 2.6	Engineering Reports and Present Value	25
SECTION 2.7	Present Value Deficiency	28
SECTION 2.8	Removal and Addition of Banks	29
SECTION 2.9	Sharing of Payments, Etc	29
SECTION 2.10	Bank Credit Support	29
SECTION 2.11	Collateral Account	30
SECTION 2.12	Use of Collateral; Interest	30

ARTICLE III CLOSING

SECTION 3.1	Payment of Fees and Documents	31
SECTION 3.2	Effectiveness of Agreement	33

ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.1	Representations and Warranties of the Credit Parties	33
-------------	--	----

ARTICLE V COVENANTS OF THE CREDIT PARTIES

SECTION 5.1	Affirmative Covenants	36
SECTION 5.2	Negative Covenants	40

ARTICLE VI EVENTS OF DEFAULT; CERTAIN REMEDIES

SECTION 6.1	Events of Default	43
SECTION 6.2	Abatement of Certain Defaults	45
SECTION 6.3	Additional Remedies	46

TABLE OF CONTENTS
(continued)

	ARTICLE VII THE AGENTS	
SECTION 7.1	Agents' Authorization and Action	46
SECTION 7.2	Agents' Reliance, Etc	47
SECTION 7.3	Rights	47
SECTION 7.4	Indemnification	48
SECTION 7.5	Successor Agents	48
SECTION 7.6	Decisions	50
SECTION 7.7	Certain Rights of the Agents	50
SECTION 7.8	Other Persons	50
SECTION 7.9	Additional Rights of Collateral Agent	50
	ARTICLE VIII MISCELLANEOUS	
SECTION 8.1	Amendments, Etc	51
SECTION 8.2	Notices, Etc	51
SECTION 8.3	No Waiver; Remedies	53
SECTION 8.4	Costs and Expenses	53
SECTION 8.5	Binding Effect; Transfers	54
SECTION 8.6	Governing Law	56
SECTION 8.7	Interest	56
SECTION 8.8	Execution in Counterparts	56
SECTION 8.9	Survival of Agreements, Representations and Warranties, Etc	56
SECTION 8.10	Confidentiality	56
SECTION 8.11	Waiver of Jury Trial	57
SECTION 8.12	Severability	57
SECTION 8.13	Forum Selection and Consent to Jurisdiction; Damages	57
SECTION 8.14	Right of Set-off	58
SECTION 8.15	Separateness	58
	ARTICLE IX GUARANTY	
SECTION 9.1	Guaranty	58
SECTION 9.2	Limit of Liability	58
SECTION 9.3	Guaranty Absolute	58
SECTION 9.4	Certain Rights and Waivers	60
SECTION 9.5	Continuing Guaranty	61

TABLE OF CONTENTS
(continued)

Schedules and Exhibits

Schedule I	Bank Information
Schedule II	Notice Information for the Credit Parties
Schedule III	Bank Credit Support Thresholds
Schedule IV	Limited Permitted Liens
Schedule V	General Permitted Liens
Exhibit A	Opinion of In-House Counsel
Exhibit B	Opinion of Gibson, Dunn & Crutcher
Exhibit C	Form of Security Agreement
Exhibit D	Form of Engineering Report
Exhibit E	Form of ISDA Master Agreement
Exhibit F	Form of Subordination Agreement
Exhibit G	Form of Counterparty Daily Report
Exhibit H	Form of Computation Agent Daily Report
Exhibit I	Form of Acceptable Letter of Credit
Exhibit J	Form of New Bank Agreement
Exhibit K	Form of Bank Guaranty
Exhibit L	Form of Report Identifying Banks
Exhibit M	Pre-Approved Delivery Points
Exhibit N	Pre-Approved Hedge Types

CREDIT AGREEMENT

This Credit Agreement dated as of February 23, 2007 (as it may be amended, modified, supplemented, renewed, extended or restated from time to time, this "Agreement"), is by and among Williams Production RMT Company, a Delaware corporation (the "Counterparty"), Williams Production Company, LLC, a Delaware limited liability company, as Guarantor, the Banks, Citibank, N.A., as Administrative Agent, Citigroup Energy Inc., as Computation Agent, and Calyon New York Branch, as Collateral Agent and as PV Determination Agent. In consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acceptable Bank Guaranty," means an agreement substantially in the form of Exhibit K executed by a Bank or a direct or indirect parent of a Bank and delivered to the Collateral Agent.

"Acceptable Collateral" means cash and direct United States treasury obligations having a remaining term to maturity of less than one year, in each case, (i) deposited into the Collateral Account and (ii) in which the Collateral Agent has an Acceptable Security Interest.

"Acceptable Credit Support" means Acceptable Collateral and Acceptable Letters of Credit (including the proceeds of any Acceptable Letter of Credit); provided that Acceptable Credit Support does not include any Bank Credit Support that is not Retained Bank Credit Support.

"Acceptable Letter of Credit" means a letter of credit (i) that is issued by a commercial bank domiciled in the United States having senior unsecured long-term Dollar-denominated debt or deposit obligations rated at least A2 by Moody's and at least A by S&P, (ii) that is delivered to the Collateral Agent, (iii) that names the Collateral Agent as sole beneficiary, subject to transfer to any successor Collateral Agent, (iv) that is in substantially the form of Exhibit I or is otherwise in form and substance satisfactory to the Collateral Agent and (v) that is specifically made transferable to any successor Collateral Agent. With respect to any Acceptable Letter of Credit, (a) phrases such as "deposit into the Collateral Account" or "deposit to the Collateral Account" or phrases of like import shall be deemed also to mean "delivered to the Collateral Agent", and (b) phrases such as "held in the Collateral Account", "retained in the Collateral Account", or "in the Collateral Account" or phrases of like import shall be deemed also to mean "delivered to and held by the Collateral Agent".

"Acceptable Security Interest" in any property means a Lien granted pursuant to a Security Document (a) which exists in favor of the Collateral Agent for the benefit of the Agents and the Banks, (b) which is superior to all other Liens, except Limited Permitted Liens, (c) which secures all of the Obligations and secures only the Obligations and (d) which is perfected and is enforceable by the Collateral Agent for the benefit of the Agents and the Banks against all other Persons in preference to any rights of any such other Persons therein (other than beneficiaries of Limited Permitted Liens); provided that such Lien may be subject to Limited Permitted Liens.

“Acquired Reserves Engineering Report” means an Audited Report covering all newly acquired Proved Reserves that the Counterparty desires to have included in the Present Value determination and Forecasted Annual Production.

“Administrative Agent” means Citibank, in its capacity as administrative agent pursuant to Article VII, and any successor Administrative Agent pursuant to Section 7.5.

“Agents” means the Administrative Agent, the Collateral Agent, the Computation Agent and the PV Determination Agent.

“Aggregate Net MTM Exposure” means, at any time, the sum of (i) the net MTM Exposure for all Qualifying Hedges most recently determined by the Computation Agent (expressed as a positive number if the Counterparty would have a net MTM Exposure to the Banks on all Qualifying Hedges (that is, such net MTM Exposure represents a potential loss of the Counterparty) and expressed as a negative number if the Banks would have a net MTM Exposure to the Counterparty on all Qualifying Hedges (that is, such net MTM Exposure represents a potential gain of the Counterparty)) plus (ii) the aggregate amount secured by any Limited Permitted Lien (other than Liens described in clause (b) of Schedule IV) that encumbers any Acceptable Credit Support (or, if less, the amount of the Acceptable Credit Support so encumbered) or encumbers any amount that would be payable by a Bank pursuant to the second sentence of Section 2.7 if a Present Value Deficiency existed (or, if less, the portion of such amount that is so encumbered) minus (iii) the amount of Acceptable Credit Support in the Collateral Account.

“Agreement” has the meaning specified in the first paragraph hereof.

“Apco Argentina” means Apco Argentina, Inc., a Cayman Islands corporation.

“Applicable Credit Support Threshold” means, for any Bank, the amount set forth in the table on Schedule III opposite the heading “Applicable Credit Support Threshold” for the relevant ratings applicable to such Bank. The Applicable Credit Support Threshold for any Bank shall change when and as any relevant rating applicable to such Bank changes.

“Applicable Office” means, as to any Bank, the principal office through which such Bank has entered into Qualifying Hedges.

“Approved Engineer” means Netherland, Sewell & Associates, Inc., Miller and Lents, Ltd., Ryder Scott Company, LP or other certified independent engineers of recognized standing satisfactory to the PV Determination Agent.

“Asset” or “property” (in each case, whether or not capitalized) means any right, title or interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible, including Equity Interests and Hydrocarbon Interests.

“Attributable Obligation” of any Person means, with respect to any Sale and Leaseback Transaction of such Person as of any particular time, the present value at such time discounted at the rate of interest implicit in the terms of the lease of the obligations of the lessee under such lease for net rental payments during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of such Person only, be extended).

“Audited Report” means an Engineering Report prepared by the Credit Party Entities and/or an Approved Engineer (provided that a portion of such report covering at least 90% of the Proved Reserves covered by such report shall be audited and/or prepared by an Approved Engineer) and based upon

pricing and other assumptions made in accordance with the rules, regulations and other applicable requirements of the United States Securities and Exchange Commission applicable to reserves reporting.

“Authorized Financial Officer” of any Person means the chief financial officer, chief accounting officer, chief risk officer or treasurer of such Person.

“Authorized Officer” of any Person means the president, the chief executive officer, any Authorized Financial Officer, the general counsel, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, or the controller of such Person or any other officer designated as an “Authorized Officer” by the board of directors (or equivalent governing body) of such Person.

“Bank Credit Support” means, with respect to any Bank, (i) all collateral that such Bank is required to provide to the Counterparty pursuant to the terms of the ISDA Master Agreement to which such Bank is a party, which collateral shall be in the form of cash or direct United States treasury obligations having a remaining term to maturity of less than one year and (ii) all payments under any Acceptable Bank Guaranty executed by such Bank or its direct or indirect parent.

“Banks” means the signatories hereto that are listed in Schedule I and each other Person that becomes a Bank pursuant to Section 2.8 or Section 8.5(a). Each reference to a “Bank” in any Credit Document shall include each of its Designated Affiliates, and a Bank and its Designated Affiliates shall be treated as one entity (including for purposes of computation of the Exposure Fee, computation of net MTM Exposure, determining whether a Bank is Out of the Money, removal of a Bank pursuant to Section 2.8 and voting matters). For avoidance of doubt, a “Bank” need not be an institution that takes deposits, a bank or other financial institution.

“Bargath Asset Transfer” means the transfer, from time to time, by the Counterparty to Bargath Inc., a Colorado corporation, of any and all gathering system assets located in Garfield and Rio Blanco Counties, state of Colorado, including gathering pipelines, delivery pipelines, lateral pipelines, easements, rights-of-way, surface leases, surface use agreements, gas processing plants, gas treatment facilities, gas compression facilities and gas dehydration facilities, all equipment associated with any of the preceding and all relevant contracts, agreements, permits, leases and licenses related to the ownership or operation of any of the assets so transferred.

“Base Rate” means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the higher of:

(a) the rate of interest announced publicly by Citibank in New York, New York, from time to time, as Citibank’s base rate; or

(b) 1/2 of 1% per annum above the Federal Funds Rate.

“Business Day” means a day of the year on which banks are not required or authorized to close in New York City.

“Business Entity” means a partnership, limited partnership, limited liability partnership, corporation (including a business trust), limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity.

“Calyon New York” means Calyon New York Branch.

“Capital Lease” means a lease that in accordance with GAAP must be reflected on a Person’s balance sheet as an asset and corresponding liability.

“Change of Control Event” means the occurrence of any of the following: (i) any Person or two or more Persons acting in concert (other than (1) Investment Grade Persons or (2) trustees or other fiduciaries holding securities under an employee benefit plan of TWC or of any Subsidiary of TWC or (3) employees of TWC or of any of its Subsidiaries) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934), directly or indirectly, of securities of TWC (or other securities convertible into such securities) representing 50% or more of the combined voting power of all securities of TWC entitled to vote in the election of directors, other than securities having such power only by reason of the happening of a contingency, (ii) any Person or two or more Persons acting in concert (other than (1) Investment Grade Persons or (2) TWC or Subsidiaries of TWC or (3) trustees or other fiduciaries holding securities under an employee benefit plan of TWC or of any Subsidiary of TWC or (4) employees of TWC or of any of its Subsidiaries) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934), directly or indirectly, of securities of any Credit Party (or other securities convertible into such securities) representing 50% or more of the combined voting power of all securities of such Credit Party entitled to vote in the election of directors or managers, other than securities having such power only by reason of the happening of a contingency or (iii) the first day on which a majority of the members of the board of directors of TWC are not Continuing Directors.

“Citibank” means Citibank, N.A., a national banking association.

“Class One Banks” shall be, at any time, all Banks that have an outstanding Qualifying Hedge (whether or not any such Bank is Out of the Money) or that are owed any obligation under a Qualifying Hedge that is no longer outstanding.

“Class Two Banks” shall be, at any time, all Class One Banks other than any Bank that is Out of the Money.

“Close-out Amount”, with respect to any Qualifying Hedge, has the meaning specified in the ISDA Master Agreement applicable to such Qualifying Hedge.

“Code” means, as appropriate, the Internal Revenue Code of 1986, as amended, or any successor federal tax code, and any reference to any statutory provision shall be deemed to be a reference to any successor provision or provisions.

“Collar” means a Hedge consisting of a put and a call, each entered into on the same day between the same parties, having the same expiration date and covering the same notional volume.

“Collateral Account” means an account established with the Collateral Agent, and under its sole control (or, in the circumstances set forth in the last paragraph of Section 2.11, the control of a collateral sub-agent), in which Acceptable Credit Support and Bank Credit Support may be deposited.

“Collateral Agent” means Calyon New York, in its capacity as collateral agent pursuant to Article VII, and any successor Collateral Agent pursuant to Section 7.5.

“Computation Agent” means Citigroup Energy Inc., in its capacity as computation agent pursuant to Article VII, and any successor Computation Agent pursuant to Section 7.5.

“Confirmation” has the meaning specified in any ISDA Master Agreement (including, for avoidance of doubt, any document or other confirming evidence related to Pre-Existing Transactions).

“Consolidated” refers to the consolidation of the accounts of any Person and its Consolidated Subsidiaries in accordance with GAAP.

“Consolidated Subsidiaries” of any Person means all Subsidiaries of such Person the financial statements of which are consolidated with those of such Person in accordance with GAAP.

“Contingent Obligation” means any direct or indirect liability, contingent or otherwise, of a Person (i) with respect to any Debt, lease, dividend or other obligation of another if the primary purpose or intent thereof is to provide assurance to the obligee of such Debt, lease, dividend or other obligation that such Debt, lease, dividend or other obligation will be paid or discharged, or that any agreements relating thereto will be complied with, or that the obligee of such Debt, lease, dividend or other obligation will be protected (in whole or in part) against loss in respect thereof or (ii) with respect to any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings. Contingent Obligations shall include, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the Debt, lease, dividend or other obligation of another, (b) the obligation to make take-or-pay or similar payments if required regardless of non-performance by any other party or parties to an agreement, and (c) any liability of such Person for the Debt, lease, dividend or other obligation of another through any agreement (contingent or otherwise) (1) to purchase, repurchase or otherwise acquire such Debt, lease, dividend or other obligation or any security therefor, or to provide funds for the payment or discharge of such Debt, lease, dividend or other obligation (whether in the form of loans, advances, purchases of Equity Interests, capital contributions or otherwise) or (2) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under subclauses (1) or (2) of this sentence, the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the amount of the obligation so guaranteed or otherwise supported or, if less, the amount to which such Contingent Obligation is specifically limited.

“Continuing Directors” means, as of any date of determination, any member of the board of directors of TWC who:

(1) was a member of such board of directors on the Effective Date; or

(2) was nominated for election or elected to such board of directors with the approval of a majority of the Continuing Directors who were members of such board of directors at the time of such nomination or election.

“Counterparty” has the meaning specified in the first paragraph hereof.

“Credit Documents” means this Agreement, the Hedge Documents, each Security Document, each Subordination Agreement, each New Bank Agreement and each document that amends, waives or otherwise modifies any Credit Document, in each case at any time executed or delivered to any Agent or any Bank in connection herewith.

“Credit Party” means the Counterparty and the Guarantor.

“Credit Party Entity” means each Credit Party and each Subsidiary of a Credit Party.

“Debt” means, in the case of any Person, the principal or equivalent amount (without duplication) of (i) indebtedness of such Person for borrowed money, (ii) obligations of such Person evidenced by bonds, debentures, notes or similar instruments (other than surety, performance and guaranty bonds), (iii) obligations of such Person to pay the deferred purchase price of property or services (other than trade payables), (iv) obligations of such Person as lessee under Capital Leases, (v) obligations of such Person under any Financing Transaction, (vi) any Attributable Obligations of such Person with respect to any Sale and Leaseback Transaction, (vii) obligations of such Person under guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, and other Contingent Obligations in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (vi) of this definition, and (viii) Contingent Obligations in respect of any production payment; provided that Debt shall not include (1) Performance Guaranties, (2) monetary obligations or guaranties of monetary obligations of Persons as lessee under leases (other than, to the extent provided hereinabove, Attributable Obligations) that are, in accordance with GAAP, recorded as operating leases, and (3) guaranties by such Person of obligations of others which are not obligations described in clauses (i) through (vi) of this definition, and provided further that where any such indebtedness or obligation of such Person is made jointly, or jointly and severally, with any third party or parties other than any Subsidiary of such Person, the amount thereof for the purpose of this definition only shall be the pro rata portion thereof payable by such Person, so long as such third party or parties have not defaulted on its or their joint and several portions thereof and can reasonably be expected to perform its or their obligations thereunder. For the avoidance of doubt, “Debt” of a Person in respect of letters of credit shall include, without duplication, only the principal amount of the obligations of such Person in respect of such letters of credit that have been drawn upon by the beneficiaries to the extent of the amount drawn, and shall include no other obligations in respect of such letters of credit.

“December 31 Engineering Report” means an Audited Report, dated as of December 31 of any year, covering all Proved Reserves that the Counterparty desires to have included in the Present Value determination and Forecasted Annual Production.

“Default” means any event or condition that, upon the giving of notice or passage of time or both, if required by Section 6.1, would constitute an Event of Default.

“Defaulting Party,” in respect of any Qualifying Hedge, has the meaning specified in the ISDA Master Agreement applicable to such Qualifying Hedge.

“Designated Affiliate” of any Bank means an affiliate of such Bank that has been designated as a Designated Affiliate of such Bank for purposes of this Agreement by notice to the Counterparty and the Administrative Agent; provided that a Bank may not so designate any Person that is, at the time of such purported designation, a Designated Affiliate of another Bank. If a Designated Affiliate of a Bank (i) is not a party to any outstanding Qualifying Hedge and (ii) is neither owed nor owes any obligation to make any payment of delivery under any Qualifying Hedge, such Bank may, by notice to the Counterparty and the Administrative Agent, terminate the designation of such Designated Affiliate as a Designated Affiliate.

“Determining Party,” in respect of any Qualifying Hedge, means the Computation Agent for purposes of determining a Close-out Amount to be used in the determination of an Early Termination Amount with respect to such Qualifying Hedge.

“Dollars” and “\$” means lawful money of the United States of America.

“Early Termination Amount”, in respect of any Qualifying Hedge, has the meaning specified in Section 6(e) of the ISDA Master Agreement applicable to such Qualifying Hedge.

“Early Termination Date”, in respect of any Qualifying Hedge, has the meaning specified in the ISDA Master Agreement applicable to such Qualifying Hedge.

“Early Termination Hedge” has the meaning specified in Section 2.6(g).

“EDGAR” means the “Electronic Data Gathering, Analysis and Retrieval” system (or any successor system thereof), a database maintained by the Securities and Exchange Commission containing electronic filings of issuers of certain securities.

“Effective Date” means February 23, 2007.

“El Furrial” means WilPro Energy Services (El Furrial) Limited, a Cayman Islands corporation.

“Engineering Report” means a report, in substantially the form of Exhibit D or otherwise reasonably satisfactory to the PV Determination Agent, setting forth, as of December 31 of any year (or as of such other date as comports with Section 2.6(a)(ii) in the event of an Unscheduled Redetermination), covering the Proved Reserves, together with a projection of the rate of production and future revenue, severance or similar taxes, operating expenses and capital expenditures with respect thereto as of such date. Such information shall be provided for each basin comprising such Proved Reserves and by category of the reserves contained in each basin, including proved developed producing, proved developed non-producing and proved undeveloped.

“Environment” shall have the meaning set forth in 42 U.S.C. § 9601(8) or any successor statute and “Environmental” shall mean pertaining or relating to the Environment.

“Environmental Law” means any United States local, state or federal, or any foreign, law, statute, regulation, order, consent decree, written agreement with a Governmental Authority or Governmental Requirement arising from or in connection with or relating to the protection or regulation of the Environment including those laws, statutes, regulations, orders, decrees, written agreements with a Governmental Authority and other Governmental Requirements relating to the disposal, cleanup, production, storing, refining, handling, transferring, processing or transporting of Hazardous Waste, Hazardous Substances or any pollutant or contaminant.

“Environmental Permits” mean all material permits, licenses, registrations, exemptions and authorizations required under any Environmental Law.

“Equity Interests” means any capital stock, partnership, joint venture, member or limited liability or unlimited liability company interest, beneficial interest in a trust or similar entity or other equity interest or investment of whatever nature or any warrant, option or other right to acquire any Equity Interest.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder from time to time.

“ERISA Affiliate” of any Credit Party means any trade or business (whether or not incorporated) which is a member of a group of which such Credit Party is a member and which is under common control or is treated as a single employer with such Credit Party within the meaning of Section 414 of the Code and the regulations promulgated thereunder.

“Events of Default” has the meaning specified in Section 6.1.

“Exposure Fee” has the meaning specified in Section 2.4(b).

“Federal Funds Rate” means, for any day, a fluctuating interest rate per annum equal for such day to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System, or any federal agency or authority of the United States from time to time succeeding to its function.

“Financing Transaction” means, with respect to any Person (i) any prepaid forward sale of oil, gas or minerals by such Person (other than gas balancing arrangements in the ordinary course of business), that is intended primarily as a borrowing of funds, excluding volumetric production payments and (ii) any interest rate, currency, commodity or other swap, collar, cap, option or other derivative that is intended primarily as a borrowing of funds (excluding interest rate, currency, commodity or other swaps, collars, caps, options or other derivatives to hedge against risks in the ordinary course of business), with the amount of the obligations of such Person thereunder being the net obligations of such Person thereunder.

“Fiscal Quarter” means any quarter of a Fiscal Year.

“Fiscal Year” means any period of twelve consecutive calendar months ending on December 31.

“Forecasted Annual Production” means, for any year, the projected amounts of oil and natural gas production for such year from the Proved Reserves (i) until the delivery of the first December 31 Engineering Report delivered after the Effective Date, as set forth in Section 5.2(c) and (ii) on and after the delivery of the first December 31 Engineering Report delivered after the Effective Date, as outlined in the most recent December 31 Engineering Report and any subsequent Acquired Reserves Engineering Reports. For avoidance of doubt, the Forecasted Annual Production is determined solely for purposes of determining compliance with Section 5.2(c) and is not necessarily the same as annual production forecasted in connection with any redetermination of the Present Value.

“GAAP” means generally accepted accounting principles in the United States as defined by the American Institute of Certified Public Accountants (the “AICPA”) Statement of Auditing Standards Number 69, including pronouncements of the Financial Accounting Standards Board and the AICPA.

“Gas Transaction” shall have the meaning set forth in the ISDA Master Agreements.

“General Permitted Liens” means Liens specifically described on Schedule V.

“Governmental Authority” means the government of the United States, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other Person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Governmental Requirements” means all judgments, orders, writs, injunctions, decrees, awards, laws, ordinances, statutes, regulations, rules, franchises, permits, certificates, licenses, authorizations and the like and any other requirements of any government or any commission, board, court, agency, instrumentality or political subdivision thereof.

“Guarantor” means WPC.

“Hazardous Substance” shall have the meaning set forth in 42 U.S.C. § 9601(14) and shall also include each other substance considered to be a hazardous substance under any Environmental Law.

“Hazardous Waste” shall have the meaning set forth in 42 U.S.C. § 6903(5) and shall also include each other substance considered to be a hazardous waste under any Environmental Law (including 40 C.F.R. § 261.3).

“Hedge” means, in each case whether settled physically, financially or otherwise, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse purchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made and (b) any combination of these transactions.

“Hedge Documents” means each ISDA Master Agreement and each Confirmation.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired in any and all oil, gas and other liquid or gaseous hydrocarbon properties and interests, including mineral fee or lease interests, concession agreements, license agreements or similar Hydrocarbon interests granted by an appropriate Governmental Authority, farmout, overriding royalty and royalty interests, net profit interests, oil payments, production payment interests and similar interests in Hydrocarbons, including any reserved or residual interests of whatever nature.

“Hydrocarbons” means oil, gas, casing head gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, all products refined, separated, settled and dehydrated therefrom, including kerosene, liquefied petroleum gas, refined lubricating oils, diesel fuel, drip gasoline, natural gasoline, helium, sulfur and all other minerals.

“Indemnified Parties” has the meaning assigned to such term in Section 8.4(b).

“Insufficiency” means, with respect to any Plan, the amount, if any, by which the present value of the vested benefits under such Plan exceeds the fair market value of the assets of such Plan allocable to such benefits.

“International Debt” means the Debt of any International Subsidiary.

“International Subsidiary” means each of El Furrial, Apco Argentina, PIGAP II and any Subsidiary of any of them; provided that no Person shall be an International Subsidiary if it is a TWC Credit Party or owns, directly or indirectly, any Equity Interest in any TWC Credit Party.

“Investment Grade Person” means any Person the senior unsecured long-term Dollar-denominated debt of which is rated at least BBB- (stable) by S&P and at least Baa3 (stable) by Moody’s immediately following the occurrence of any circumstance that would have been a Change of Control Event had such Person not been an Investment Grade Person.

“ISDA Master Agreement” means an agreement in substantially the form of Exhibit E between the Counterparty and a Bank. An agreement will be deemed to be in substantially the form of Exhibit E only if (i) it is referred to in Section 3.1(h) or (ii) it is attached to a New Bank Agreement and is not designated by the Computation Agent within fifteen Business Days of its receipt thereof as being not in substantially such form.

“Joint Lead Arrangers” means Citigroup Global Markets Inc. and Calyon New York, as joint lead arrangers and co-book runners.

“Lien” means any mortgage, lien, pledge, charge, deed of trust, security interest, encumbrance or other analogous type of preferential arrangement, whether arising by contract, operation of law or otherwise (including the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement).

“Limited Permitted Liens” means Liens specifically described on Schedule IV.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Credit Parties and their Subsidiaries taken as a whole, or (b) the ability of the Credit Parties and their Subsidiaries, taken as a whole, to perform their obligations under any Credit Document taken as a whole.

“Material Subsidiary” of any Credit Party means (i) each Subsidiary (other than any Non-Recourse Subsidiary) of such Credit Party that owns in excess of 7.5% of the book value of the Consolidated assets of the Credit Parties and their Consolidated Subsidiaries, (ii) each Subsidiary of such Credit Party that is a Credit Party, (iii) each Subsidiary of such Credit Party that owns any interest in any Oil and Gas Properties included in the most recent computation of the Present Value, (iv) until the first Redetermination Date, Williams Production Rocky Mountain Company, Williams Production Mid-Continent Company, and Williams Gulf Coast and (v) each Subsidiary of such Credit Party that is a party to any Permitted Hedge.

“MLP” means Williams Partners L.P., a Delaware limited partnership.

“Moody’s” means Moody’s Investor Service, Inc. or its successor.

“MTM Exposure” means, for any particular calendar day for any Qualifying Hedge, the amount, as determined by the Computation Agent for such calendar day (or, if such calendar day is not a Business Day, for the next preceding Business Day), that would be the Early Termination Amount in respect of such Qualifying Hedge (subject, in the case of a negative amount, to adjustment as provided in the next sentence hereof), if (i) an Early Termination Date occurred on such day in respect of such Qualifying Hedge, (ii) the Counterparty were the Defaulting Party in respect of such Qualifying Hedge, (iii) the Bank party to such Qualifying Hedge were the Non-defaulting Party in respect of such Qualifying Hedge and (iv) the Computation Agent were the Determining Party in respect of such Qualifying Hedge. If (a) the

net MTM Exposure for any day for the Qualifying Hedges to which any particular Bank is a party determined pursuant to the preceding sentence is a negative number and (b) such Bank party to such Qualifying Hedges is not in compliance on such day with any requirement of the ISDA Master Agreement to which it is a party that it provide Bank Credit Support, then for purposes of this Agreement (other than for purposes of the determination of Exposure Fees), the net MTM Exposure for such day for such Qualifying Hedges will be deemed to be an amount equal to (1) negative one times (2) the Applicable Credit Support Threshold for such Bank on such day. If the Counterparty reasonably determines, as to any Bank, based on quotes from at least two reputable brokers or, to the extent such quotes are not available, any other reasonable information, which may (but need not) include indicative pricing from other Persons whether or not a party to this Agreement (such quotes, if any, and any such other information being the “Additional Information”), that the net MTM Exposure for any day for all Qualifying Hedges to which such Bank is a party differs by more than 10% from the amount the net MTM Exposure for such day for such Qualifying Hedges would have been if the Computation Agent had used only such Additional Information and notifies the Computation Agent of such determination by 6:00 p.m. (New York City time) on the date the Counterparty receives the report relating to such day contemplated by the penultimate sentence of Section 7.1 (which notice shall set forth such Additional Information), then the Computation Agent will in good faith redetermine the net MTM Exposure for such Qualifying Hedges by 6:00 p.m. (New York City time) on the Business Day following its receipt of such notice, using such Additional Information and such other quotes and information as the Computation Agent reasonably believes appropriate; provided that the Computation Agent may exclude any Additional Information provided by the Counterparty that the Computation Agent in good faith believes is not appropriate for inclusion as a result of illiquidity in the relevant market, market disruption, broker error or other bona fide reason; provided further that until any such redetermination, the MTM Exposures originally determined by the Computation Agent for such day for such Qualifying Hedges shall continue to be the MTM Exposures for such day for such Qualifying Hedges. The Computation Agent will advise the Counterparty, the Collateral Agent and the Banks of any such redetermination by delivery to each of them of a revised report for the relevant day in substantially the form of Exhibit H. For purposes of Section 2.4(b) only, the MTM Exposure for any Qualifying Hedge will be computed without taking into account clauses 6(e)(i)(1)(B) and 6(e)(i)(2) of the relevant ISDA Master Agreement (which clauses adjust for Unpaid Amounts).

“Multiemployer Plan” means any multiemployer plan, as defined in Section 4001(a)(3) of ERISA, which is maintained by (or to which there is an obligation to contribute of) any Credit Party or an ERISA Affiliate of any Credit Party.

“Multiple Employer Plan” means an employee benefit plan as defined in Section 3(2) of ERISA, other than a Multiemployer Plan, subject to Title IV of ERISA to which any Credit Party or any ERISA Affiliate of any Credit Party, and one or more employers other than any Credit Party or an ERISA Affiliate of any Credit Party, is making or accruing an obligation to make contributions or, in the event that any such plan has been terminated, to which any Credit Party or any ERISA Affiliate of any Credit Party made or accrued an obligation to make contributions during any of the five plan years preceding the date of termination of such plan.

“New Bank Agreement” means an agreement in substantially the form of Exhibit J pursuant to which a Person becomes a new “Bank” under this Agreement.

“Non-Credit Party TWC Entity” means TWC and each of its Subsidiaries that is not a Credit Party Entity.

“Non-defaulting Party”, in respect of any Qualifying Hedge, has the meaning specified in the ISDA Master Agreement applicable to such Qualifying Hedge.

“Non-Producing Reserves” has the meaning assigned to that term in Section 2.6(d).

“Non-Recourse Debt” means any Debt incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for, any new project commenced or acquired after the Effective Date, which Debt does not provide for recourse against any Credit Party Entity (other than a Non-Recourse Subsidiary and such recourse as exists under a Performance Guaranty) or any property or asset of any Credit Party Entity (other than the Equity Interests in, or the property or assets of, a Non-Recourse Subsidiary).

“Non-Recourse Subsidiary,” means (i) any non-material Subsidiary of any Credit Party whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Business Entity created for such purpose, and substantially all the assets of which Subsidiary and such Business Entity are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (y) Equity Interests in, or Debt or other obligations of, one or more other such Subsidiaries or Business Entities, or (z) Debt or other obligations of any Person and (ii) any Subsidiary of a Non-Recourse Subsidiary. For purposes of this definition, a “non-material Subsidiary” shall mean any Consolidated Subsidiary of any Credit Party that (a) is not a Material Subsidiary, (b) is not itself a Credit Party and (c) is not an owner, directly or indirectly, of any Equity Interest in any Credit Party or any Material Subsidiary.

“Obligations” means all obligations of the Counterparty to make any payment or delivery under any Qualifying Hedge, all obligations of the Guarantor under this Agreement and all other Debt, advances, interest, debts, liabilities, obligations, indemnities, fees, expenses, charges and other amounts owing by any Credit Party to any Bank or any Agent under any Credit Document or to any other Person required to be indemnified under any Credit Document, of any kind or nature, present or future, arising under this Agreement or any other Credit Document, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired.

“Obligors” has the meaning assigned to such term in Section 9.1.

“Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) all property now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization agreements, pooling agreements and declarations of pooled units and the units created thereby (including all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, the lands covered thereby and all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbon Interests; and (f) all tenements, hereditaments, appurtenances and property in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, rights, titles, interests and estates described or referred to above, including any and all property, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property (excluding drilling rigs, automotive equipment or other personal property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors,

pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Other Present Value Obligation” means any Debt in respect of which any Credit Party Entity has any obligation or liability, any Non-Recourse Debt or any production payment to which any Credit Party Entity is a party; provided that a Subordinated Intercompany Obligation shall not be an Other Present Value Obligation.

“Other Present Value Obligations Amount” means the aggregate principal amount of Other Present Value Obligations. In determining the Other Present Value Obligations Amount, the principal amount of (i) any Sale and Leaseback Transaction shall be deemed to be the Attributable Obligation with respect thereto, (ii) any production payment (other than a volumetric production payment) shall be deemed to be the undischarged balance thereof, and (iii) any volumetric production payment shall be deemed to be the value of the remaining volumes to be delivered thereunder using the prices that the PV Determination Agent most recently used to determine the Present Value (or, if the first Redetermination Date has not occurred, using the prices used in the Engineering Report referred to in Section 3.1(g)); provided that, if such volumes have not been taken into account in determining the most recently determined Present Value (or, if the first Redetermination Date has not occurred, in determining the amount set forth in Section 2.6(b)), the aggregate principal amount of such volumetric production payment shall be zero.

“Out of the Money” means, with respect to any Bank, that the net MTM Exposure, as most recently determined by the Computation Agent, for all Qualifying Hedges to which such Bank is a party is a negative number.

“PBGC” means the Pension Benefit Guaranty Corporation.

“Performance Guaranty” means any guaranty issued in connection with any Non-Recourse Debt that (i) if secured, is secured only by assets of, or Equity Interests in, a Non-Recourse Subsidiary and (ii) guarantees the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such act in respect of, all or any portion of the project that is financed by such Non-Recourse Debt, (b) completion of the minimum agreed equity contributions to the relevant Non-Recourse Subsidiary or (c) performance by a Non-Recourse Subsidiary of obligations to Persons other than the provider of such Non-Recourse Debt.

“Permitted Dispositions” means (i) dispositions to a Credit Party, (ii) dispositions from a Subsidiary of a Credit Party to another Subsidiary of a Credit Party if the aggregate direct and indirect ownership interest held by the Credit Parties in such first Subsidiary is equal to the aggregate direct and indirect ownership interest held by the Credit Parties in such other Subsidiary, (iii) dispositions from a Credit Party to a Subsidiary of a Credit Party or from a Subsidiary of a Credit Party to another Subsidiary of a Credit Party where the aggregate direct and indirect ownership interest held by the Credit Parties in such first Subsidiary is not equal to the aggregate direct and indirect ownership interest held by the Credit Parties in such other Subsidiary if, in such case, promptly following such disposition the Counterparty delivers a certificate to the Banks certifying that, after giving effect to such disposition, (a) Non-Producing Reserves continue to constitute 25% or less of the Proved Reserves used to determine the Present Value then in effect and (b) Proved Reserves attributable to Restricted Interests continue to constitute 15% or less of the Proved Reserves used to determine the Present Value then in effect and (iv) the Bargath Asset Transfer.

“Permitted Hedge” means (i) any back-to-back Hedge between WPC or any of its Subsidiaries and the Counterparty or any of its Subsidiaries that matches in all material respects (other than price) any Qualifying Hedge entered into by the Counterparty at the request of WPC or a Subsidiary of WPC if (a) such back-to-back Hedge is changed each time such Qualifying Hedge is changed (whether such Qualifying Hedge is changed by amendment, termination or otherwise, but excluding changes related to price) and (b) all obligations of each Credit Party under such back-to-back Hedge are Subordinated Intercompany Obligations, and (ii) any WPX Hedge.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other Business Entity, or a government or any political subdivision or agency thereof.

“PIGAP II” means WilPro Energy Services (PIGAP II) Limited, a Cayman Islands corporation.

“Plan” means an employee pension benefit plan (other than a Multiemployer Plan) as defined in Section 3(2) of ERISA currently maintained by, or in the event such plan has terminated, to which contributions have been made or an obligation to make such contributions has accrued during any of the five plan years preceding the date of the termination of such plan by, any Credit Party or any ERISA Affiliate of any Credit Party for employees of any Credit Party or any such ERISA Affiliate and covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code.

“Pre-Approved Delivery Points” means the delivery points listed on Exhibit M and any other delivery points agreed to in writing from time to time by the Counterparty and Computation Agent, each in their sole discretion.

“Pre-Approved Hedge Types” means the types of Hedges listed on Exhibit N and any other types of Hedges agreed to in writing from time to time by the Counterparty and the Computation Agent, each in their sole discretion.

“Pre-Existing Transactions” means the transactions entered into prior to the Effective Date between the Counterparty and Calyon, Citibank or Citigroup Energy Inc. that, pursuant to agreements dated the Effective Date executed by the Counterparty and Calyon, Citibank or Citigroup Energy Inc., are transactions governed by an ISDA Master Agreement referred to in Section 3.1(h) executed by Calyon or Citigroup Energy Inc.

“Present Value” means at any time (i) the net present value of the projected future net revenues attributable to the Proved Reserves, determined in accordance with Section 2.6 and in effect at such time minus (ii) the Terminated Hedge Amount at such time.

A “Present Value Deficiency,” means, at any time when the Aggregate Net MTM Exposure is positive, the amount (if any) needed to be added to the Collateral Account to cause the ratio of the Present Value to the sum of (a) the Aggregate Net MTM Exposure plus (b) the Other Present Value Obligations Amount to equal 1.50 to 1.00. A Present Value Deficiency will exist at all times that (i) the Aggregate Net MTM Exposure is positive and (ii) an amount needs to be added to the Collateral Account to cause such ratio to equal 1.50 to 1.00.

“Present Value Matters” means Sections 2.6, 2.7 and 2.10 and each definition used in any of such Sections.

“Pro Forma Present Value Deficiency,” means, as to any event, that a Present Value Deficiency would have existed at the close of business one Business Day prior to the time such event occurs, utilizing

in the determination of such Present Value Deficiency a “pro forma” Present Value (rather than the actual Present Value) with such “pro forma” Present Value calculated using all the same assumptions used in the most recent Present Value determination (or if the first Redetermination Date has not occurred, used in the determination of the amount set forth in Section 2.6(b)), except for those assumptions that would be directly changed by such event. If prior to any such event, the Counterparty requests that the PV Determination Agent calculate a “pro forma” Present Value using all the same assumptions used in the most recent Present Value determination (or if the first Redetermination Date has not occurred, used in the determination of the amount set forth in Section 2.6(b)), except for those assumptions that would be directly changed by such event, then within 4 Business Days of such request, the PV Determination Agent shall calculate, and notify the Counterparty of the amount of, such “pro forma” Present Value.

“Property” has the meaning specified in the definition herein of Assets.

“Proved Reserves” means those recoverable Hydrocarbons that have been estimated with reasonable certainty, as demonstrated by geological and engineering data, to be economically recoverable by existing operating methods under existing economic conditions from the net interest owned directly by the Credit Party Entities (other than Non-Recourse Subsidiaries) in oil and gas reserves attributable to Oil and Gas Properties located in the United States. Any such net interest owned by a Subsidiary (other than Williams Gulf Coast) that is not wholly-owned by a Credit Party shall exclude the portion of such interest attributable to the minority interests in such Subsidiary. Any such net interest owned by Williams Gulf Coast shall include the entire net interest owned by Williams Gulf Coast without reduction for any interest owned in Williams Gulf Coast by any Person that is not a Credit Party Entity.

“PV Determination Agent” means Calyon New York, in its capacity as PV determination agent pursuant to Article VII, and any successor PV Determination Agent pursuant to Section 7.5.

“Qualifying Hedge” means the Pre-Existing Transactions and any bilateral hedge transaction (other than a transaction settled by physical delivery of oil) entered into pursuant to this Agreement between the Counterparty and any Bank (i) pursuant to which the Counterparty (a) hedges against basis risk or hedges against any decrease in the price of oil or natural gas (including hedges effected by way of collars, swaps, puts, calls or any combination thereof and hedges settled by physical delivery of natural gas) during all or a portion of the period from the date of such Qualifying Hedge to the earlier of the Termination Date and December 31 of the third calendar year following the date of such Qualifying Hedge or (b) unwinds, lifts, terminates the effect of, or otherwise reverses, in whole or in part, another Qualifying Hedge, and (ii) which is documented by an ISDA Master Agreement and a Confirmation, each properly completed.

“Ratable Portion” means, as to any Bank, (a) with respect to any claim, damage, loss, liability, cost, fee or expense referred to in Section 5.1(f) or Section 7.4, (i) if such Bank was a party to this Agreement (a) at the time such claim, damage, loss, liability, cost, fee or expense was incurred or (b) at the time of the occurrence or existence of the event, condition, action or inaction that constituted a basis or reason for such claim, damage, loss, liability, cost, fee or expense, a fraction, the numerator of which is one and the denominator of which is the total number of Banks that are referred to in this clause (i) with respect to such claim, damage, loss, liability, cost, fee or expense, and (ii) otherwise, zero; and (b) with respect to any specific indemnity referred to in the last sentence of Section 7.7, (i) if such Bank was a party to this Agreement at the time such specific indemnity was entered into, a fraction, the numerator of which is one and the denominator of which is the total number of Banks that are referred to in this clause (i) with respect to such specific indemnity, and (ii) otherwise, zero.

“Redetermination Date” means any date that a redetermined Present Value becomes effective in accordance with Section 2.6.

“Register” has the meaning specified in Section 8.5(c).

“Related Party,” of any Person means any other Person of which more than 10% of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors of such other Person or others performing similar functions (irrespective of whether or not at the time Equity Interests of any other class or classes of such other Person shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such first Person or which owns at the time directly or indirectly more than 10% of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors of such first Person or others performing similar functions (irrespective of whether or not at the time Equity Interests of any other class or classes of such first Person shall or might have voting power upon the occurrence of any contingency).

“Relevant Amount” has the meaning specified in Section 2.6(g).

“Required Banks” (i) means at all times when no Qualifying Hedge is outstanding and no obligation exists under a Qualifying Hedge that is no longer outstanding, (a) 2/3 in number of the Banks for all Present Value Matters, and (b) a majority in number of the Banks for all other purposes, and (ii) at all other times, shall have the meaning determined in accordance with the following:

<u>Action</u>	<u>Required Banks</u>
Amendments and waivers (other than Present Value Matters) and all other matters not covered below in this table	A majority of the Class One Banks <u>and</u> a majority of the Class Two Banks
Enforcement of Article IX, directing the Collateral Agent to draw under an Acceptable Letter of Credit or otherwise realize on Acceptable Credit Support, exercise of all other rights and remedies during an Event of Default and initiation of any Unscheduled Redetermination	A majority of the Class One Banks <u>or</u> a majority of the Class Two Banks
Approval of Present Value	The smaller of the Present Value approved by 2/3 of Class One Banks <u>or</u> the Present Value approved by 2/3 of the Class Two Banks
Amendments and waivers pertaining to Present Value Matters	2/3 of Class One Banks <u>and</u> 2/3 of Class Two Banks

All voting by Class One Banks shall be done on a one-Bank-one-vote basis. All voting by Class Two Banks shall be on the basis of each Class Two Bank’s net MTM Exposure on all Qualifying Hedges.

“Restricted Interests” means (i) all Restricted Net Profits Interests and (ii) all interests owned by any Subsidiary of a Credit Party that is not itself a Credit Party.

“Restricted Net Profits Interest” means a net profits interest in any property if a Credit Party Entity does not own a working interest in such property.

“Retained Bank Credit Support” shall have the meaning set forth in Section 2.10.

“S&P” means Standard & Poor’s Rating Group, a division of The McGraw Hill Companies, Inc. on the date hereof or its successor.

“Sale and Leaseback Transaction” of any Person means any arrangement entered into by such Person or any Subsidiary of such Person, directly or indirectly, whereby such Person or any Subsidiary of such Person shall sell or transfer any property, whether now owned or hereafter acquired to any other Person (a “Transferee”), and whereby such first Person or any Subsidiary of such first Person shall then or thereafter rent or lease as lessee such property or any part thereof or rent or lease as lessee from such Transferee or any other Person other property which such first Person or any Subsidiary of such first Person intends to use for substantially the same purpose or purposes as the property sold or transferred.

“Scheduled Redetermination” shall have the meaning set forth in Section 2.6(c).

“Security Documents” means (i) any security agreement in substantially the form of Exhibit C (or other form acceptable to the Collateral Agent), as each may be amended, modified, supplemented, renewed, extended or restated from time to time, and (ii) for purposes of Section 2.3, any letter of credit in the Collateral Account.

“Solvent” and “Solvency” means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Specified Obligations” means any obligation under a loan or production payment referred to in paragraph (i) of Schedule V.

“Subordinated Intercompany Obligations” means all liabilities under Permitted Hedges and Debt owed to TWC or any of its Subsidiaries if such liabilities and Debt are subordinate to all Obligations pursuant to a subordination agreement in substantially the form of Exhibit F.

“Subordination Agreement” means each subordination agreement referred to in the definition herein of Subordinated Intercompany Obligations (including any subordination agreement delivered pursuant to Section 3.1).

“Subsidiary” of any Person means any corporation, partnership, joint venture or other Business Entity of which more than 50% of the outstanding Equity Interests having ordinary voting power to elect

a majority of the board of directors of such corporation, partnership, joint venture or other Business Entity or others performing similar functions (irrespective of whether or not at the time Equity Interests of any other class or classes of such corporation, partnership, joint venture or other Business Entity shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such Person, and in addition, with respect to the Guarantor, includes Williams Gulf Coast, irrespective of the Guarantor's ownership of the Equity Interests of Williams Gulf Coast.

"Terminated Hedge Amount" means at any time the net aggregate amount of all Relevant Amounts for all Early Termination Hedges that have been terminated prior to their stated expiration date since the most recent Redetermination Date; provided that so long as the absolute value of such net aggregate amount is less than \$100 million, the Terminated Hedge Amount shall be zero.

"Termination Date" means December 31, 2011.

"Termination Event (ERISA)" means (i) a "reportable event", as such term is described in Section 4043(c) of ERISA (other than a "reportable event" not subject to the provision for 30-day notice to the PBGC or a "reportable event" as such term is described in Section 4043(c)(3) of ERISA) which could reasonably be expected to result in a termination of, or the appointment of a trustee to administer, a Plan, or which causes any Credit Party, due to actions of the PBGC, to be required to contribute at least \$125,000,000 in excess of the contributions which otherwise would have been made to fund a Plan based upon the contributions recommended by such Plan's actuary, or (ii) the withdrawal of a Credit Party or any ERISA Affiliate of a Credit Party from a Multiple Employer Plan during a plan year in which it was a "substantial employer," as such term is defined in Section 4001(a)(2) of ERISA, or the incurrence of liability by a Credit Party or any ERISA Affiliate of a Credit Party under Section 4064 of ERISA upon the termination of a Plan or Multiple Employer Plan, or (iii) the institution of proceedings to terminate a Plan by the PBGC under Section 4042 of ERISA, or (iv) any other event or condition which could reasonably be expected to result in the termination of, or the appointment of, a trustee to administer, any Plan under Section 4042 of ERISA, other than (in the case of clauses (ii), (iii) and (iv) of this definition) where the matters described on such clauses, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

"Transfer Agreement" means an assignment and assumption agreement in form and substance reasonably satisfactory to the Administrative Agent and the Computation Agent.

"TWC" means The Williams Companies, Inc., a Delaware corporation.

"TWC Credit Party" means TWC and any borrower or guarantor under a TWC Principal Credit Facility.

"TWC Default" means (i) TWC or any Subsidiary of TWC (other than any TWC Excluded Entity) shall fail to pay any principal of or premium or interest on the TWC Principal Credit Facility or any other TWC Principal Debt when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such TWC Principal Credit Facility or such other TWC Principal Debt; or (ii) the TWC Principal Credit Facility or any other TWC Principal Debt shall be accelerated.

"TWC Excluded Entity" means MLP, any Subsidiary of MLP, any TWC Non-Recourse Subsidiary and any International Subsidiary.

“TWC Non-Recourse Debt” means any Debt incurred by any TWC Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for, any new project commenced or acquired after the Effective Date, which Debt does not provide for recourse against TWC, or any Subsidiary of TWC (other than a TWC Non-Recourse Subsidiary and such recourse as exists under a TWC Performance Guaranty) or any property or asset of TWC, or any Subsidiary of TWC (other than the Equity Interests in, or the property or assets of, a TWC Non-Recourse Subsidiary).

“TWC Non-Recourse Subsidiary,” means (i) any non-material Subsidiary of TWC whose principal purpose is to incur TWC Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Business Entity created for such purpose, and substantially all the assets of which Subsidiary and such Business Entity are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by TWC Non-Recourse Debt, or (y) Equity Interests in, or Debt or other obligations of, one or more other such Subsidiaries or Business Entities, or (z) Debt or other obligations of any Person (other than a Credit Party Entity) and (ii) any Subsidiary of a TWC Non-Recourse Subsidiary. For purposes of this definition, a “non-material Subsidiary” shall mean any Consolidated Subsidiary of TWC that is not a TWC Credit Party and is not an owner, directly or indirectly, of any Equity Interest in any TWC Credit Party.

“TWC Performance Guaranty” means any guaranty issued in connection with any TWC Non-Recourse Debt or International Debt that (i) if secured, is secured only by assets of, or Equity Interests in, a TWC Non-Recourse Subsidiary or International Subsidiary, as applicable, and (ii) guarantees the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such act in respect of, all or any portion of the project that is financed by such TWC Non-Recourse Debt or International Debt, (b) completion of the minimum agreed equity contributions to the relevant TWC Non-Recourse Subsidiary or International Subsidiary, as applicable, or (c) performance by a TWC Non-Recourse Subsidiary or International Subsidiary of obligations to Persons other than the provider of such TWC Non-Recourse Debt or International Debt.

“TWC Principal Credit Facility” means (i) the U.S. \$1,500,000,000 Credit Agreement dated as of May 1, 2006 among TWC, certain Subsidiaries of TWC, Citibank and others, as amended, modified, supplemented, renewed, extended or restated from time to time, and (ii) following termination of the agreement referred to in clause (i) of this definition, any other credit agreement that constitutes the principal credit facility of TWC.

“TWC Principal Debt” means any “Debt” (as defined in the TWC Principal Credit Facility or, if “Debt” is not therein defined or if no TWC Principal Credit Facility then exists, as defined in the most recently existing TWC Principal Credit Facility that defined “Debt”) of TWC or any Subsidiary of TWC (other than any TWC Excluded Entity) in an aggregate principal amount outstanding of \$100,000,000 or more.

“Unaudited Report” means an Engineering Report prepared by or under the supervision of the manager of reserves of the Credit Party Entities and certified by such manager as being true and correct in all material respects and as having been prepared in accordance with the procedures used in the most recent December 31 Engineering Report delivered pursuant to Section 2.6 or Section 3.1(g). An Unaudited Report may take the form of an update to the most recently delivered December 31 Engineering Report with adjustments for acquisitions and dispositions, if any, and new pricing assumptions, if any, provided by the PV Determination Agent.

“Unpaid Amounts” has the meaning specified in the relevant ISDA Master Agreement.

“Unrated” means, as to any Bank, that no senior unsecured long-term Dollar-denominated debt or deposit obligations of such Bank is rated by S&P and no senior unsecured long-term Dollar-denominated debt or deposit obligations of such Bank is rated by Moody’s.

“Unscheduled Redetermination” shall have the meaning set forth in Section 2.6(c).

“Williams Gulf Coast” means Williams Production-Gulf Coast Company, L.P., a Delaware limited liability partnership.

“Withdrawal Liability” shall have the meaning given such term under Part I of Subtitle E of Title IV of ERISA.

“WPC” means Williams Production Company, LLC, a Delaware limited liability company.

“WPX” means WPX Gas Resources Company, a Delaware corporation.

“WPX Hedge” means a Hedge between WPX and any Non-Credit Party TWC Entity if (i) such Hedge is entered into in the normal course of business by WPX and (ii) the obligations, if any, of each Credit Party in respect of such Hedge are Subordinated Intercompany Obligations.

SECTION 1.2 Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

SECTION 1.3 Accounting Terms. All accounting terms not specifically defined shall be construed in accordance with GAAP. To the extent there are any changes in GAAP from December 31, 2005, the covenants set forth herein will continue to be determined in accordance with GAAP in effect on December 31, 2005, as applicable, until such time, if any, as such covenants are adjusted or reset to reflect such changes in GAAP and such adjustments or resets are agreed to in writing by the Counterparty and the Administrative Agent (after consultation with the Required Banks).

SECTION 1.4 Miscellaneous. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, Section, Schedule and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise specified. The term “including” shall mean “including, without limitation”. References to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof and (c) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time so long as such amended, modified or supplemented document, instrument or agreement does not violate the terms of this Agreement.

SECTION 1.5 Ratings. A rating, whether public or private, by S&P or Moody’s shall be deemed to be in effect on the date of announcement or publication by S&P or Moody’s, as the case may be, of such rating or, in the absence of such announcement or publication, on the effective date of such rating and will remain in effect until the announcement or publication of, or in the absence of such announcement or publication, the effective date of, any change in, or withdrawal or termination of, such rating. In the event the standards for any rating by Moody’s or S&P are revised, or any such rating is designated differently (such as by changing letter designations to different letter designations or to

numerical designations), the references herein to such rating shall be deemed to refer to the revised or redesignated rating for which the standards are closest to, but not lower than, the standards at the date hereof for the rating which has been revised or redesignated, all as determined by the Required Banks in good faith. Long-term debt (or deposit obligations) supported by a letter of credit, guaranty, insurance or other credit enhancement mechanism shall not be considered as senior unsecured long-term debt (or deposit obligations).

ARTICLE II

TERMS OF THE FACILITY

SECTION 2.1 Terms.

- (a) Procedure for Hedges. The Counterparty and any Bank may elect, each in its sole discretion, to enter into one or more Qualifying Hedges in accordance with the provisions of the ISDA Master Agreement between the Counterparty and such Bank.
- (b) Uncommitted Facility. No Bank shall have any obligation whatsoever to enter into any Qualifying Hedge.
- (c) No liability for other Banks' Hedges. No Bank shall be responsible for the obligations of any other Bank or the Counterparty, or have any liability, in respect of any Qualifying Hedge entered into by such other Bank.
- (d) Bank Credit Support. The Counterparty agrees, and each Bank agrees, that such Bank will not be required to provide, and will not provide, any collateral, guaranty, letter of credit or other security in connection with any Qualifying Hedge, except Bank Credit Support required by the ISDA Master Agreement to which such Bank is a party and any Acceptable Bank Guaranty contemplated hereby. No Bank Credit Support will be released or modified if a Present Value Deficiency exists or would result therefrom, except as provided in Section 2.10.
- (e) Acceptable Bank Guaranty. Each time a Bank designates a Designated Affiliate of such Bank, such Bank shall deliver or cause to be delivered to the Administrative Agent an Acceptable Bank Guaranty with respect to such Designated Affiliate. No Acceptable Bank Guaranty shall be released or materially modified so long as the Designated Affiliate referred to therein remains a Designated Affiliate.
- (f) Advance Notice of Certain Qualifying Hedges. Neither the Counterparty nor any Bank will enter into any Qualifying Hedge that either (i) relates to any delivery point that is not a Pre-Approved Delivery Point or (ii) is not a Pre-Approved Hedge Type, unless (a) the Computation Agent receives, at least five Business Days prior to the date that the Counterparty proposes to enter into such Qualifying Hedge, a notice from the Counterparty and the Bank proposing to enter into such Qualifying Hedge describing such Qualifying Hedge and (b) the Computation Agent has not given notice to the Counterparty and such Bank by the end of such five Business Day period that the Computation Agent (1) has diligently worked during such period to develop an appropriate valuation mechanism for such Qualifying Hedge and (2) reasonably believes that it does not have an appropriate valuation mechanism for such Qualifying Hedge.

SECTION 2.2 Payments and Computations.

- (a) Each Credit Party shall make each payment hereunder to be made by it not later than 2:00 p.m. (New York City time) on the day when due in Dollars (i) to the Administrative Agent at its address

referred to in Section 8.2 (excluding, for such purpose, any address to which copies are to be sent), (ii) in the case of Exposure Fees, directly to the respective Banks entitled thereto or (iii) in the case of fees referred to in Section 2.4(a), directly to the respective Agent or Joint Lead Arranger entitled thereto, in each case in same day funds, without deduction, counterclaim or offset of any kind. In the case of the foregoing clause (i), the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of any amount payable to any Bank to such Bank. In no event shall any Bank be entitled to share any fee paid to any Agent or a Joint Lead Arranger, as such, or any amount applied to reimburse any Agent or a Joint Lead Arranger, as such, as contemplated by any Credit Document.

(b) All computations of interest and fees hereunder shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or any fee hereunder, as the case may be.

(d) Payments and deliveries under each Qualifying Hedge shall be effected directly between the parties to, and in accordance with, such Qualifying Hedge, except as provided in Sections 2.7 and 2.10. If the Counterparty or any Bank fails to make any payment or delivery required under a Qualifying Hedge, the Counterparty (or, if the Counterparty has so failed to make such a payment or delivery, the Bank party to such Qualifying Hedge) shall notify the Computation Agent of such failure by the end of the Business Day next following such failure specifying the amount thereof and identifying the Qualifying Hedge to which such failure pertains.

SECTION 2.3 Taxes.

(a) Any and all payments by any Credit Party under this Agreement or any Security Document shall be made, in accordance with Section 2.2, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings with respect thereto, and all liabilities with respect thereto, excluding, in the case of each Bank and each Agent, (i) taxes imposed on its net income or net profits, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Bank, or such Agent (as the case may be) is organized or any political subdivision thereof and (ii) taxes imposed as a result of a present or former connection between such Bank or such Agent, as the case may be, and the jurisdiction imposing such tax or any political subdivision thereof (other than any such connection arising solely from such Bank or such Agent, as the case may be, having executed or delivered, or performed its obligations or received a payment or delivery under, or taken any other action related to, any Credit Document) and, in the case of each Bank, taxes imposed on its net income or net profits, and franchise taxes imposed on it, by the jurisdiction of such Bank's Applicable Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If any Credit Party shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Bank or any Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions for Taxes (including deductions for Taxes applicable to additional sums payable under this Section 2.3), such Bank or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions for Taxes been made, (ii) such Credit Party shall make such deductions and (iii) such Credit Party shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, each Credit Party agrees to pay all present or future filing or recording fees, stamp or documentary taxes and all other excise or property taxes, charges or similar levies which arise from any payment made by such Credit Party hereunder or from the execution, delivery, filing, recording or registration of, or otherwise with respect to, this Agreement or any Security Document (herein referred to as “Other Taxes”).

(c) Each Credit Party will indemnify each Bank and each Agent for the full amount of Taxes or Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.3) owed and paid by such Bank or such Agent, as the case may be, and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Bank or such Agent, as the case may be, makes written demand therefor; provided that such Credit Party shall have no liability pursuant to this clause (c) of this Section 2.3 to indemnify a Bank or an Agent for Taxes or Other Taxes which were paid by such Bank or such Agent, as the case may be, more than ninety days prior to such written demand for indemnification.

(d) In the event that a Bank or an Agent receives a written communication from any Governmental Authority with respect to an assessment or proposed assessment of any Taxes, such Bank or such Agent, as the case may be, shall promptly notify the Counterparty in writing and provide the Counterparty with a copy of such communication. An Agent’s or a Bank’s failure to provide a copy of such communication to the Counterparty shall not relieve the Counterparty of any of its obligations hereunder.

(e) Promptly following payment of Taxes by or at the direction of any Credit Party, such Credit Party will furnish to the Administrative Agent, at its address referred to in Section 8.2, the original or a certified copy of a receipt evidencing payment thereof (or, if no such receipt is reasonably available, other evidence of payment reasonably acceptable to the Administrative Agent). Should any Bank or any Agent ever receive any refund, credit or deduction from any taxing authority to which such Bank or such Agent, as the case may be, would not be entitled but for the payment by such Credit Party of Taxes or Other Taxes as required by this Section 2.3 (it being understood that the decision as to whether or not to claim, and if claimed, as to the amount of any such refund, credit or deduction shall be made by such Bank or such Agent, as the case may be, in its reasonable judgment), such Bank or such Agent, as the case may be, thereupon shall repay to such Credit Party an amount with respect to such refund, credit or deduction equal to any net reduction in taxes actually obtained by such Bank or such Agent, as the case may be, and determined by such Bank or such Agent, as the case may be, to be attributable to such refund, credit or deduction.

(f) Each Bank organized under the laws of a jurisdiction outside the United States shall on or prior to the date of its execution and delivery of this Agreement in the case of each Bank which is a party to this Agreement on the date this Agreement becomes effective and on the date any other Person becomes a Bank in the case of each other Bank, and from time to time thereafter as necessary or appropriate (but only so long thereafter as such Bank remains lawfully able to do so), provide the Administrative Agent and the Counterparty with two original Internal Revenue Service Forms W-8BEN or W-8ECI (or, in the case of a Bank that has provided a certificate to the Administrative Agent that it is not (i) a “bank” as that term is used in Section 881(c)(3)(a) of the Code, (ii) a ten-percent shareholder (within the meaning of Section 871(h)(3)(b) of the Code) of any Credit Party or (iii) a controlled foreign corporation related to any Credit Party (within the meaning of Section 864(d)(4) of the Code), Internal Revenue Service Forms W-8BEN), or any successor or other form prescribed by the Internal Revenue Service, certifying that such Bank is exempt from or entitled to a reduced rate of United States withholding tax on payments pursuant to this Agreement or any other Credit Document or, in the case of a Bank that has certified that it is not a “bank” as described above, certifying that such Bank is a foreign

corporation. If the forms provided by a Bank at the time such Bank first becomes a party to this Agreement indicate a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Bank provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms.

(g) For any period with respect to which a Bank has failed to provide the Counterparty with the appropriate form, certificate or other document required by subsection (f) of this Section 2.3 (other than if such failure is due to a change in the applicable law, or in the interpretation or application thereof, occurring after the date on which a form, certificate or other document originally was required to be provided) such Bank shall not be entitled to indemnification under subsection (a) or (c) of this Section 2.3 with respect to Taxes imposed by the United States by reason of such failure; provided, however, that should a Bank become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Credit Parties shall take such steps as such Bank shall reasonably request (at such Bank's expense) to assist such Bank in recovering such Taxes.

(h) Any Bank claiming any additional amounts payable pursuant to this Section 2.3 agrees to use reasonable efforts to change the jurisdiction of its Applicable Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Bank, be otherwise materially disadvantageous to such Bank.

(i) If a Credit Party determines in good faith that a reasonable basis exists for contesting a Tax, the relevant Bank or Agent, as applicable, shall provide reasonable cooperation to such Credit Party in challenging such Tax at such Credit Party's expense and if requested by such Credit Party in writing; provided, however, that no Bank nor Agent, as applicable, shall be required to take any action hereunder which, in the reasonable discretion of such Bank or such Agent, as applicable, would cause such Bank or its Applicable Office or such Agent, as applicable, to suffer a legal, regulatory or material economic disadvantage.

(j) Without prejudice to the survival of any other agreement of the Credit Parties hereunder, the agreements and obligations of the Credit Parties contained in this Section 2.3 shall survive the payment in full of the Obligations and the Termination Date.

(k) Notwithstanding any provision of this Agreement to the contrary, this Section 2.3 shall be the sole provision governing indemnities for and claims for Taxes under this Agreement and the Security Documents. For avoidance of doubt, it is agreed that this Section 2.3 does not apply to payments or deliveries made under any Qualifying Hedge (the tax aspects of which shall be governed by the Hedge Documents, including Section 2(d) of the ISDA Master Agreement).

(l) Notwithstanding any other provision in this Section 2.3, no additional amount shall be required to be paid by any Credit Party under Section 2.3(a) or 2.3(c) to any Bank organized under the laws of a jurisdiction outside the United States in respect of Taxes or any liabilities (including penalties, interest and expenses arising therefrom or with respect thereto), except to the extent that any change after the Effective Date (in the case of each Bank which was a party to this Agreement on the Effective Date) or after the date on which another Person becomes a Bank (in case of each other Bank) in any such requirement for a deduction, withholding or payment of Taxes described in this Section 2.3 shall result in an increase in the rate of such deduction, withholding or payment from that in effect at the Effective Date (in the case of each Bank which was a party to this Agreement on the Effective Date) or at the date of the relevant document pursuant to which another Person becomes a Bank (in the case of each other Bank). For avoidance of doubt, this Section 2.3(l) does not apply to Other Taxes.

SECTION 2.4 Fees.

(a) Agents' Fees. The Counterparty agrees to pay directly to each Agent, each collateral sub-agent referred to in Section 2.11 and each Joint Lead Arranger, for its sole account, such fees as may be separately agreed to in writing by the Counterparty and such Agent, such collateral sub-agent or such Joint Lead Arranger, as the case may be.

(b) Exposure Fees. The Counterparty agrees to pay to each Bank an exposure fee (an "Exposure Fee") in an amount equal to 0.625% per annum multiplied by the daily average of the net MTM Exposure for all Qualifying Hedges to which such Bank is a party (excluding in the computation of any Exposure Fee, those days on which the net MTM Exposure for all Qualifying Hedges to which such Bank is a party is negative). All Exposure Fees owed to any Bank will be computed by such Bank based on the reports substantially in the form of Exhibit H furnished by the Computation Agent pursuant to Section 7.1. Each Bank shall submit an invoice to the Counterparty supporting its computation of any Exposure Fees owed to such Bank with respect to each Fiscal Quarter that has elapsed and, if the Termination Date has occurred, with respect to the period from the most recent date through which its Exposure Fees have been invoiced (or the Effective Date, if Exposure Fees have not previously been invoiced by it) through the Termination Date. The Exposure Fee for each Bank will be payable in arrears directly to such Bank within ten Business Days following the receipt of each such invoice.

SECTION 2.5 Interest. Upon the occurrence and during the continuance of an Event of Default, each Credit Party agrees to pay, to the fullest extent permitted by law, interest on any amount payable hereunder that is not paid when due (after the expiration of any applicable grace period), from the date such amount shall be due until such amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the Base Rate.

SECTION 2.6 Engineering Reports and Present Value.

(a) Engineering Reports.

(i) Prior to May 1 of each year, the Counterparty agrees to deliver to the PV Determination Agent and the Banks the December 31 Engineering Report as of the immediately preceding December 31. Additionally, upon the request of the PV Determination Agent, the Counterparty agrees to deliver to the PV Determination Agent an Unaudited Report that is the same as such December 31 Engineering Report, except that such Unaudited Report will be based on the pricing assumptions specified by the PV Determination Agent.

(ii) For each Unscheduled Redetermination initiated by the Counterparty pursuant to Section 2.6(e)(i), the Counterparty agrees to deliver to the PV Determination Agent an Unaudited Report, as of a date reasonably acceptable to the Counterparty and the PV Determination Agent; provided that if such Unscheduled Redetermination was initiated pursuant to Section 2.6(e)(i)(1) and the acquired Proved Reserves have a fair market value, in the aggregate, equal to or greater than \$300 million, an Acquired Reserves Engineering Report, as of such date, covering the acquired Proved Reserves must be delivered to the PV Determination Agent with such Unaudited Report. For each Unscheduled Redetermination initiated by the Required Banks pursuant to Section 2.6(e)(ii), the Counterparty agrees to deliver to the PV Determination Agent, an Unaudited Report, as of a date reasonably acceptable to the Counterparty and the PV Determination Agent, covering the Proved Reserves that the Counterparty desires to have included in the Present Value determination.

(iii) Concurrently with the delivery of each Engineering Report, the Counterparty agrees to deliver to the PV Determination Agent a production report covering the net production of oil and gas of the Credit Party Entities, which report shall include quantities or volumes of production, realized product prices, operating expenses, taxes, capital expenditures and such other information as the PV Determination Agent may reasonably request and covering the one year period ending on the "as of" date of the Engineering Report being delivered with such production report.

(iv) Concurrently with the delivery of each Engineering Report, the Counterparty agrees to deliver to the PV Determination Agent, a certificate from an Authorized Officer of the Counterparty that, to the best of his knowledge and in all material respects, (i) the oil and natural gas reserves information set forth in such Engineering Report was estimated using generally accepted engineering and evaluation principles and is reasonable in the aggregate by basin, and any factual information contained in the reports delivered with such Engineering Report is true and correct, (ii) a Credit Party Entity owns directly good and defensible title (as defined in Section 4.1(m)) to the Proved Reserves evaluated in such Engineering Report free of all Liens except for Liens not prohibited by Section 5.2(a), (iii) except as set forth in the certificate or in the Engineering Report, on a net basis there are no material (with such materiality determined in relation to the total reserve base included in such Engineering Report) gas imbalances, take or pay or other prepayments with respect to the Proved Reserves evaluated in such Engineering Report which would require any Credit Party Entity to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor, (iv) no Oil and Gas Properties have been disposed by any Credit Party Entity since the date of the last Present Value determination except as permitted by the terms of this Agreement or, in any material respect, been destroyed or damaged (except to the extent covered by insurance and except as set forth in such certificate), (v) attached to the certificate are statements of each Credit Party's outstanding Qualifying Hedges and Permitted Hedges (other than WPX Hedges), which statements shall include for each Qualifying Hedge and each such Permitted Hedge (a) the termination date, (b) the notional amounts or volumes and the periods covered by such volumes, and (c) the price to be paid or the basis for calculating the price to be paid by such Credit Party and the other Person under such Qualifying Hedge or such Permitted Hedge, as the case may be, for each of the future periods covered by such Qualifying Hedge or such Permitted Hedge, as the case may be, and (vi) the Other Present Value Obligations Amount on the date of such certificate is the amount set forth in such certificate.

(b) During the period from the Effective Date until the first Redetermination Date, the amount of the Present Value shall be \$2,659,047,000.

(c) The Present Value shall be redetermined from time to time in accordance with Section 2.6(d) by the PV Determination Agent with the concurrence of the Required Banks. The Present Value shall be redetermined annually following delivery of each December 31 Engineering Report (each being a "Scheduled Redetermination"). Additionally, unscheduled redeterminations of the Present Value may occur from time to time in accordance with Section 2.6(e) (each being an "Unscheduled Redetermination"). Any redetermination of the Present Value shall become effective as contemplated in Section 2.6(f) and shall remain in effect until the next Redetermination Date.

(d) Upon receipt of an Engineering Report and the other items required by Section 2.6(a) and such other reports, data and supplemental information as may from time to time be reasonably requested by the PV Determination Agent, the PV Determination Agent will redetermine a new Present Value. Such redeterminations will not take into account reserves forecasted to be produced during the next twelve months and otherwise will be in accordance with the PV Determination Agent's normal and customary procedures for evaluating oil and gas reserves and other related assets as such exist at that particular time using a 9% discount rate (or such other discount rate as the PV Determination Agent may in good faith elect based on market conditions) and giving effect to all Qualifying Hedges (but not giving

effect to (I) any such Qualifying Hedges that have been terminated and as to which the PV Determination Agent has been notified of such termination sufficiently in advance of such redetermination, based on the PV Determination Agent's judgment, to allow it to take such termination into account or (II) any of the WPX Hedges) in effect on the date as of which the certificate referred to in Section 2.6(a)(iv) relating to the relevant Engineering Report is given (or, if such date is not a Business Day, on the next preceding Business Day) and all Qualifying Hedges entered into after such date if, based on the PV Determination Agent's judgment, notice of those Qualifying Hedges has been received sufficiently in advance of such redetermination to allow it to take such Qualifying Hedges into account; provided that Proved Reserves that are not proved developed producing reserves ("Non-Producing Reserves") shall be excluded from such redeterminations to the extent that inclusion thereof would result in Non-Producing Reserves constituting more than 25% of the Present Value; provided further that Proved Reserves attributable to Restricted Interests shall be excluded from such redeterminations to the extent that inclusion thereof would result in greater than 15% of the Present Value being attributable to such Restricted Interests; provided further that as to any Collar taken into account in any such redetermination (A) if the price data used by the PV Determination Agent is higher than the strike price of the call that constitutes a portion of such Collar, then such strike price and the notional volume of such call will be used in such redetermination (and the put that constitutes a portion of such Collar shall not be taken into account), (B) if the price data used by the PV Determination Agent is lower than the strike price of the put that constitutes a portion of such Collar, then such strike price and the notional volume of such put will be used in such redetermination (and the call that constitutes a portion of such Collar shall not be taken into account), and (C) if the price data used by the PV Determination Agent is (x) equal to or less than the strike price of the call that constitutes a portion of such Collar and (y) equal to or greater than the strike price of the put that constitutes a portion of such Collar, then neither such put nor such call shall be taken into account. The PV Determination Agent, in accordance with its normal and customary procedures for evaluating oil and gas reserves and other related assets as such exist at that particular time, may make adjustments to the rates, volumes, prices and other assumptions used in an Engineering Report. The PV Determination Agent shall propose a new Present Value and (i) notify the Counterparty of such proposed new Present Value, the PV Determination Agent's price assumptions used for such proposed new Present Value and other key assumptions used by the PV Determination Agent for such proposed new Present Value within 30 days following receipt by the PV Determination Agent of such Engineering Report and such other items, reports, data and information in a timely and complete manner and (ii) not less than three Business Days after such notification to the Counterparty, notify the Banks of such proposal. After having received notice of such proposal by the PV Determination Agent, each Bank shall have 10 days to agree or disagree with such proposal. Any failure of a Bank to communicate its approval or disapproval within such ten day period shall be deemed to be an approval of such proposal. If the Required Banks approve (including any such deemed approval) the PV Determination Agent's proposal, then such proposal shall be the new Present Value. If however, the Required Banks do not approve such proposal within 10 days, then (1) the Required Banks may agree on, and notify the PV Determination Agent of, a revised Present Value within seven Business Days following such 10 day period or (2) if the Required Banks fail to so agree or fail to so notify within such seven Business Day period, such proposal of the PV Determination Agent will be deemed to have been approved by the Required Banks.

(e) In addition to Scheduled Redeterminations, (i) the Counterparty may initiate an Unscheduled Redetermination (1) if the Credit Party Entities have acquired directly Proved Reserves since the most recent Redetermination Date (or December 31, 2005, if the first Redetermination Date has not occurred) having a fair market value in the aggregate of \$100 million or more, (2) at any time (but not more often than once per calendar year for requests pursuant to this clause (2)) or (3) if any Credit Party Entity has sold a volumetric production payment since the most recent date as of which the Present Value was determined (or, if the first Redetermination Date has not occurred, since December 31, 2005) at any time before the next date as of which the Present Value is determined pursuant to any provision hereof other than this clause (3) (but not more often than once per calendar year for requests pursuant to this

clause (3)), in each case by notifying the PV Determination Agent and providing an Engineering Report in accordance with Section 2.6(a), and (ii) the Required Banks may initiate an Unscheduled Redetermination (1) if Proved Reserves having a fair market value in the aggregate of \$100 million or more have, since the most recent Redetermination Date (or the Effective Date, if the first Redetermination Date has not occurred), been disposed by the Credit Party Entities (other than in Permitted Dispositions), destroyed or damaged (except to the extent covered by insurance) or taken by eminent domain or other governmental action, (2) if Proved Reserves are restated or recategorized by a Credit Party Entity and the effect thereof is to reduce the Present Value by \$100 million or more in the aggregate or (3) at any time (but not more than once per calendar year pursuant to this clause (3)), in each case by specifying in writing to the Counterparty the date (which shall in no event be less than ten Business Days following Counterparty's receipt of such writing) on which the Counterparty is to furnish an Engineering Report in accordance with Section 2.6(a).

(f) The PV Determination Agent shall promptly notify in writing the Counterparty and the Banks of the new Present Value. Any redetermination of the Present Value shall become effective on the date written notice thereof is received by the Counterparty.

(g) If

(i) since the most recent Redetermination Date, any Hedge that was taken into account in the most recent determination of the Present Value is terminated prior to its stated expiration date (each, an "Early Termination Hedge"), and

(ii) had such Early Termination Hedge and all other Early Termination Hedges terminated since the most recent Redetermination Date not been taken into account in the most recent determination of the Present Value, the Present Value would have been at least \$100 million more or less than the Present Value actually determined (for each Early Termination Hedge, the "Relevant Amount" will be the amount by which the Present Value would have differed if such Early Termination Hedge had not been taken into account in the most recent determination of the Present Value, with any such difference that would have increased such Present Value being expressed as a negative number and any such difference that would have decreased such Present Value being expressed as a positive number);

then, within 4 Business Days after any Early Termination Hedge is terminated, the PV Determination Agent will determine, and notify the Counterparty and the Banks of, the Relevant Amount for each Early Termination Hedge that has been terminated prior to its stated expiration date since the most recent Redetermination Date.

SECTION 2.7 Present Value Deficiency. If at any time a Present Value Deficiency exists, the Counterparty shall within three Business Days thereof deliver to the Collateral Agent, for deposit into the Collateral Account, Acceptable Credit Support in an amount equal to the amount of such Present Value Deficiency. Each Bank will (i) during the existence of a Present Value Deficiency of which it has received notice hereunder (and has not received notice pursuant to clause (iii) of the last sentence of Section 7.1 that such Present Value Deficiency does not exist), pay directly to the Collateral Agent for deposit into the Collateral Account all payments under any Qualifying Hedge to which such Bank is a party that would otherwise be paid to the Counterparty, and such payments will be made without exercise of any offset, defense or counterclaim (except that a Bank may net payments owed under any Qualifying Hedge to which it is a party against payments owed under any other Qualifying Hedge to which it is a party and may net payments under the same Qualifying Hedge), and (ii) by 9:00 a.m. (New York City time) on the Business Day following each day on which it has made a payment pursuant to clause (i) of this sentence or pursuant to clause (3) of Section 6.1, notify the Counterparty, the Collateral Agent and the Computation Agent of the amount of such payment. At such time as no Present Value Deficiency

exists and no Event of Default exists, the Counterparty will be entitled to return (for avoidance of doubt, "return" includes, without limitation, any delivery of interest accrued on Acceptable Credit Support) of the Acceptable Credit Support (including appropriate reduction in the amount of an Acceptable Letter of Credit) in accordance with customary procedures (but in any event within 3 Business Days from the date the Collateral Agent determines that no Present Value Deficiency exists and no Event of Default exists), to the extent that such return (or reduction) will not cause a Present Value Deficiency; provided that if a Hedge becomes an Early Termination Hedge, then no such return or reduction will be effected during the period from the date such Hedge becomes an Early Termination Hedge through and including the earlier of (x) the date that is 4 Business Days following the date that such Hedge became an Early Termination Hedge and (y) the date on which the Counterparty receives notice from the PV Determination Agent of the Relevant Amount for such Early Termination Hedge; provided further that the Collateral Agent shall not be required to effect any such return or reduction if the Counterparty has not given the Collateral Agent specific notice requesting such return or reduction.

SECTION 2.8 Removal and Addition of Banks. Any Bank (i) that has no Qualifying Hedges outstanding and (ii) that is neither owed nor owes any obligation to make any payment or delivery under any Qualifying Hedge may be removed as a party to this Agreement by the Counterparty by ten Business Days' notice to such Bank and the Administrative Agent, or may remove itself as a party to this Agreement by ten Business Days' notice to the Counterparty and the Administrative Agent, except the agreements and obligations of the Counterparty contained in Sections 2.3 and 8.4 (and the obligations of the Guarantor related thereto) shall continue. The Counterparty shall have the right to add to this Agreement any new Bank if (i) the senior unsecured long-term Dollar-denominated debt or deposit obligations of each added Bank is rated at least BBB by S&P and Baa2 by Moody's, (ii) following each such addition, the number of Banks does not exceed ten and (iii) all "know your customer" Governmental Requirements applicable to any Bank or Agent have been met. Each such addition shall be effected by execution by such Bank and the Counterparty of a New Bank Agreement, and shall be effective upon receipt by the Administrative Agent and the Computation Agent of such executed New Bank Agreement.

SECTION 2.9 Sharing of Payments, Etc. No Bank will be required to share payments, set-offs or other amounts received by it under any Qualifying Hedge, except that (i) following termination of all Qualifying Hedges pursuant to clause (2) of Section 6.1 of this Agreement or (ii) if such termination is not effected pursuant to such clause (2) and the Required Banks elect that this clause (ii) apply, following termination of all Qualifying Hedges pursuant to the other terms of the Credit Documents, the Acceptable Credit Support, any amount received pursuant to any Subordination Agreement and amounts received pursuant to the guaranties set forth in Article IX will be shared ratably by the Banks (based on the respective amounts of the Obligations then owed to the Banks and Agents and an amount estimated in good faith by the Collateral Agent to be the amount of all other Obligations that may arise thereafter as contemplated by Section 5.4 of the Security Agreement). For avoidance of doubt, this Section 2.9 does not modify the requirement set forth in the second sentence of Section 2.7 that certain payments be made without exercise of any offset, defense or counterclaim (except as provided in such sentence).

SECTION 2.10 Bank Credit Support. Each Bank agrees to deliver, directly to the Collateral Agent to be held in the Collateral Account (whether or not a Present Value Deficiency exists), all Bank Credit Support with respect to such Bank, and the Counterparty agrees that such delivery shall satisfy the requirements of the relevant Qualifying Hedge that such Bank provide such Bank Credit Support to the Counterparty. Prior to termination of a Qualifying Hedge, the Bank Credit Support provided by any Bank under such Qualifying Hedge shall be redelivered to such Bank from time to time to the extent no longer required under such Qualifying Hedge. At the termination of a Qualifying Hedge (or, in the case of clauses (ii) and (iii) of this sentence, on the second Business Day next following such termination), any remaining Bank Credit Support provided by a Bank pursuant to such Qualifying Hedge (or by such Bank or its direct or indirect parent pursuant to an Acceptable Bank Guaranty) shall be (i) if at such termination

(A) the Counterparty is entitled to a payment from such Bank and (B) a Present Value Deficiency exists (or would result from such termination or payment), retained (to the extent of such payment obligation) in the Collateral Account to secure the Obligations (and such retention shall be deemed to satisfy such payment obligation to the extent of the amount so retained, which amount in the case of treasury obligations shall be the principal amount thereof plus interest accrued to the date of such termination) ("Retained Bank Credit Support"), (ii) if at such termination (A) the Counterparty is entitled to a payment from such Bank, (B) a Present Value Deficiency does not exist (and would not result from such termination or payment) and (C) by 5:00 p.m. (New York City time) on the Business Day next following the date of such termination, the Bank has not made all or part of such payment and the Counterparty notifies the Collateral Agent of such non-payment by 5:00 p.m. (New York City time) on the second Business Day next following the date of such termination, delivered by the Collateral Agent to the Counterparty (to the extent of such unpaid payment obligation), and such delivery shall be deemed to satisfy such unpaid payment obligation to the extent of the amount so delivered or (iii) otherwise, returned by the Collateral Agent to such Bank; provided that if a Hedge becomes an Early Termination Hedge, then no action shall be taken pursuant to clause (i) or clause (ii) of this sentence during the period from the date such Hedge becomes an Early Termination Hedge through and including the earlier of (x) the date that is 4 Business Days following the date that such Hedge became an Early Termination Hedge and (y) the date on which the Counterparty receives notice from the PV Determination Agent of the Relevant Amount for such Early Termination Hedge.

SECTION 2.11 Collateral Account. The Collateral Agent shall maintain separate sub-accounts within the Collateral Account in order to keep separate and readily identifiable all Acceptable Credit Support and Bank Credit Support as follows:

(i) one such sub-account shall contain only (a) Acceptable Credit Support delivered pursuant to Section 2.7, (b) Retained Bank Credit Support and (c) all proceeds, payments, collections and other amounts and rights in respect thereof; and

(ii) a separate such sub-account shall be maintained for each Bank and shall contain only (a) Bank Credit Support delivered by such Bank pursuant to Section 2.10 and (b) all proceeds, payments, collections and other amounts and rights in respect thereof; provided that at the time any such Bank Credit Support (or proceeds, payments, collections or other amounts or rights in respect thereof) becomes Retained Bank Credit Support, such Retained Bank Credit Support shall be transferred to the sub-account referred to in Section 2.11(i).

Additionally, if the Bank that is the Collateral Agent provides any Bank Credit Support, the Counterparty will appoint a collateral sub-agent to hold such Bank Credit Support (and proceeds, payments, collections and other amounts and rights in respect thereof); provided that at the time any such Bank Credit Support (or proceeds, payments, collections or other amounts or rights in respect thereof) becomes Retained Bank Credit Support, such Retained Bank Credit Support shall be transferred to the Collateral Agent for inclusion in the sub-account referred to in Section 2.11(i). Such collateral sub-agent (a) shall hold and deal with Bank Credit Support provided by the Collateral Agent on the same terms as the Collateral Agent holds and deals with other Bank Credit Support, (b) shall have all of the rights, duties, responsibilities and protections (including rights to indemnities) provided herein to the Collateral Agent, (c) shall act as agent for the Banks (other than the Bank that is the Collateral Agent in its capacity as the provider of the Bank Credit Support) and not as agent for the Counterparty and (d) shall be a financial institution acting through an office in New York City and shall have senior unsecured long-term Dollar-denominated debt or deposit obligations that are rated A or higher by S&P and A2 or higher by Moody's. No Bank shall be required to accept appointment as a collateral sub-agent.

SECTION 2.12 Use of Collateral; Interest.

(a) So long as (i) the Collateral Agent is not in default of any of its obligations under any Credit Document and (ii) the senior unsecured long-term Dollar-denominated debt or deposit obligations of the Collateral Agent are rated AA- or higher by S&P and Aa3 or higher by Moody's, the Collateral Agent will, notwithstanding Section 9-207 of the New York Uniform Commercial Code, have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Acceptable Collateral and Bank Credit Support it holds, free from any claim or right or any nature whatsoever of the Counterparty or any Bank, including any equity or right of redemption (each a "Permitted Usage"). For purposes of any obligation to deliver Acceptable Collateral or Bank Credit Support under any Credit Document, the last sentence of Section 7.1 and any rights or remedies authorized under any Credit Document, the Collateral Agent will be deemed to continue to hold all Acceptable Collateral and Bank Credit Support that are the subject of any Permitted Usage until such Acceptable Collateral or Bank Credit Support is delivered to the Counterparty or a Bank, as the case may be. At such time as (i) the Collateral Agent is in default of any of its obligations under any Credit Document or (ii) any senior unsecured long-term Dollar-denominated debt or deposit obligations of the Collateral Agent are not rated AA- or higher by S&P or not rated Aa3 or higher by Moody's, the Collateral Agent will immediately return to the Collateral Account all Acceptable Collateral and Bank Credit Support that has been the subject of a Permitted Usage and has not been previously returned to the Collateral Account by the Collateral Agent. Additionally, the Collateral Agent will return Acceptable Collateral and Bank Credit Support, as the case may be, that are the subject of a Permitted Usage as may be necessary from time to time to meet any requirement it has under any Credit Document to return or deliver any Acceptable Collateral or Bank Credit Support. If the Acceptable Collateral or Bank Credit Support that was the subject of a Permitted Usage (i) was cash, any return pursuant to this Section 2.12 shall be effected by deposit by the Collateral Agent into the Collateral Account of cash in an amount equal to the amount of cash that was the subject of such Permitted Usage plus interest thereon as provided in Section 2.12(b) or (ii) was United States treasury obligations, any such return shall be effected by deposit by the Collateral Agent into the Collateral Account of United States treasury obligations that are in all respects (including amount, interest rate and maturity) the same as the treasury obligations that were the subject of such Permitted Usage. If any treasury obligations deposited into the Collateral Account mature, the amount of principal and interest paid in respect thereof shall thereafter be treated as cash for purposes hereof. The Collateral Agent shall have no obligation to invest any Acceptable Collateral or Bank Credit Support. Any Permitted Usage shall be solely at the Collateral Agent's risk.

(b) If the Counterparty or any Bank ("Depositor") delivers to the Collateral Agent any amount of cash, then the Collateral Agent will pay to such Depositor for each day from the date such amount is so delivered until such amount is redelivered to such Depositor (or delivered to a Bank or a Counterparty to the extent required pursuant to the terms hereof or of any other Credit Document) interest on both such amount and on all interest accrued thereon for each preceding day (or the portion of such amount and such interest that has not been delivered to the Counterparty or Bank pursuant to the terms of any Credit Document) at a per annum rate equal to the Federal Funds Rate for such day; provided that such interest shall not accrue for any period during which the Collateral Agent does not have the right of Permitted Usage set forth in the first sentence of Section 2.12(a). Interest accrued or paid on any treasury obligations shall be for the account of the Counterparty or Bank, as the case may be, that delivered such treasury obligations to the Collateral Agent; provided that interest accruing on Bank Credit Support with respect to any Bank (whether in the form of cash or treasury obligations) shall accrue (i) for the account of such Bank until such date, if any, as such Bank Credit Support becomes Retained Bank Credit Support and (ii) on and after such date, for the account of the Counterparty. Accrued interest in respect of any Acceptable Collateral or Bank Credit Support shall constitute additional Acceptable Collateral or Bank Credit Support, as the case may be, and be subject to the terms of the Credit Documents to the same extent as the Acceptable Collateral or Bank Credit Support, as the case may be, in respect of which such interest accrued.

ARTICLE III

CLOSING

SECTION 3.1 Payment of Fees and Documents. On or before the date hereof, the Counterparty agrees to (i) pay to the Administrative Agent, for the account of the respective Agents and Joint Lead Arrangers, all accrued fees of the Agents and the Joint Lead Arrangers to the extent required to be paid hereunder (or to the extent otherwise agreed to by the Administrative Agent and the Counterparty) and presented for payment, and (ii) deliver, or cause to be delivered, to the Banks counterparts of this Agreement duly executed by the Counterparty and the Guarantor and the following:

(a) Certified copies of (1) the resolutions of the Board of Directors, or an authorized committee thereof or other relevant Person, of each Credit Party authorizing the execution of this Agreement and each other Credit Document to which such Credit Party is a party and (2) all other documents, in each case evidencing any necessary company action, if any, with respect to each Credit Document and the transactions thereunder and hereunder.

(b) A certificate of the Secretary or an Assistant Secretary of each Credit Party certifying the name and true signature of an officer of such Credit Party or other relevant Person authorized to sign each Credit Document to which it is a party and the other documents to be delivered by it hereunder and thereunder.

(c) A copy of a certificate of the Secretary of State of the jurisdiction of formation of, or of an Authorized Officer or other representative of, each Credit Party, dated reasonably near the date hereof, certifying (i) as to a true and correct copy of the charter or other organizational documents of such Credit Party, and each amendment thereto on file in such Secretary's office and (ii) that such Credit Party has paid all franchise taxes due prior to the date of such certificate.

(d) Opinions of each of (i) an in-house counsel of the Counterparty or of any of its affiliates, substantially in the form of Exhibit A and (ii) Gibson, Dunn & Crutcher LLP, counsel to the Credit Parties, substantially in the form of Exhibit B.

(e) A certificate of each Credit Party (or of its representative), signed on behalf of such Credit Party by an Authorized Officer thereof or signed by another representative, dated as of the date hereof (the statements made in which certificate shall be true on and as of the date hereof), certifying as to (i) the absence of any amendments to the charter or other organizational documents of such Credit Party not included in the certificate referred to in clause (c) above, (ii) a true and correct copy of the bylaws, if any, of such Credit Party as in effect on the date on which the resolutions referred to in clause (a) were adopted and on the date hereof, (iii) the due incorporation or formation and good standing and valid existence of such Credit Party as an entity organized under the laws of the jurisdiction of its incorporation or organization, (iv) the truth, in all material respects, of the representations and warranties of such Credit Party and its Subsidiaries contained in this Agreement and the Credit Documents delivered on or before the date hereof as though made on and as of the date hereof other than any such representations or warranties that, by their terms, refer to a specific date other than the date hereof, in which case as of such specific date and (v) the absence of any event occurring and continuing, or resulting from, the consummation of the transactions hereunder or pursuant to the Credit Documents delivered on or before the date hereof, that constitutes a Present Value Deficiency, a Pro Forma Present Value Deficiency, a Default or an Event of Default.

(f) A certificate of an Authorized Officer of the Counterparty setting forth all Hedges to which any Credit Party or any Subsidiary of a Credit Party is a party on the Effective Date.

(g) The December 31 Engineering Report for 2005 comporting with the requirements of Section 2.6(a)(i), the related report contemplated by Section 2.6(a)(iii), and the certificate contemplated by Section 2.6(a)(iv).

(h) An ISDA Master Agreement for each Bank listed on the signature pages hereof, duly executed by the Counterparty.

(i) Executed subordination agreements, each in substantially the form of Exhibit F, (i) among the Administrative Agent, WPC and the Counterparty specifying WPC as the "Subordinated Creditor" and the Counterparty as the "Debtor", (ii) among the Administrative Agent, WPC and the Counterparty specifying the Counterparty as the "Subordinated Creditor" and WPC as the "Debtor" and (iii) among the Administrative Agent, the Credit Parties and one or more Non-Credit Party TWC Entities specifying such Non-Credit Party TWC Entities as the "Subordinated Creditors" and the Credit Parties as the "Debtors".

(j) A Security Document duly executed by the Counterparty.

(k) Recent lien searches in respect of the Counterparty in all relevant jurisdictions.

(l) A certificate of an Authorized Officer of each Credit Party certifying that the balance sheets and statements of income and cash flows that are referred to in Section 4.1(e) fairly present in all material respects the combined financial position of the Credit Party Entities as of December 31, 2005 and September 30, 2006 and the combined results of operations of the Credit Party Entities for the year and nine months, respectively, then ended.

SECTION 3.2 Effectiveness of Agreement. The Administrative Agent shall notify the Counterparty when it reasonably believes that this Agreement has become effective, and such notice shall be conclusive and binding on all parties to the Credit Documents (provided that such effectiveness shall not be conditioned on such notice).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the Credit Parties. Each Credit Party, with respect to itself and its Subsidiaries only, represents and warrants, on the date hereof and on each date that a Qualifying Hedge is entered into, as follows:

(a) Each Credit Party is duly organized or validly formed, validly existing and (if applicable) in good standing under the laws of the State of Delaware and has all corporate, limited partnership or limited liability company powers and all governmental licenses, authorizations, certificates, consents and approvals required to carry on its business as now conducted in all material respects, except where failure to be in good standing or to have those licenses, authorizations, certificates, consents and approvals could not reasonably be expected to have a Material Adverse Effect. Each Subsidiary of each Credit Party is duly organized or validly formed, validly existing and (if applicable) in good standing under the laws of its jurisdiction of incorporation or formation, except where the failure to be so organized or formed, existing and in good standing could not reasonably be expected to have a Material Adverse Effect. Each Subsidiary of a Credit Party has all corporate, limited partnership or limited liability company powers and all governmental licenses, authorizations, certificates, consents and approvals required to carry on its business as now conducted in all material respects, except for those licenses, authorizations, certificates,

consents and approvals the failure to have which could not reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by each Credit Party of the Credit Documents to which it is shown as being a party and the consummation of the transactions contemplated thereby are within such Credit Party's corporate, limited partnership or limited liability company powers, have been duly authorized by all necessary corporate, limited partnership or limited liability company action, do not contravene (i) such Credit Party's charter, by-laws or formation agreement or (ii) law or any restriction under any material agreement binding on or affecting such Credit Party and will not result in or require the creation or imposition of any Lien prohibited by this Agreement.

(c) No material authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by any Credit Party of any Credit Document to which it is a party, or the consummation of the transactions contemplated thereby.

(d) Each Credit Document has been duly executed and delivered by each appropriate Credit Party, and is the legal, valid and binding obligation of each such Credit Party, enforceable against each such Credit Party, in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally and by general principles of equity.

(e) The combined balance sheets of the Credit Party Entities as at December 31, 2005 and September 30, 2006, and the related combined statements of income and cash flows of the Credit Party Entities for the fiscal year ended December 31, 2005, and the nine months ended September 30, 2006, copies of which have been furnished to each Bank, have been prepared in accordance with GAAP and fairly present in all material respects the combined financial condition of the Credit Party Entities as at such dates and the combined results of operations of the Credit Party Entities for the periods indicated, subject, in the case of the September 30, 2006 financial statements, to normal year-end adjustments and subject, in the case of both sets of financial statements, to the omission of footnotes. As of the date hereof only, from December 31, 2005 to the date of this Agreement, there has been no material adverse change in the business, condition (financial or otherwise), operations, properties or prospects of the Credit Party Entities (other than Non-Recourse Subsidiaries), taken as a whole.

(f) There is, as to each Credit Party, no pending or, to the knowledge of such Credit Party as of the date hereof only, threatened action or proceeding affecting such Credit Party or any Subsidiary of such Credit Party before any court, governmental agency or arbitrator, (i) which could reasonably be expected to have a Material Adverse Effect or (ii) which purports to affect the legality, validity, binding effect or enforceability of any Credit Document.

(g) No Credit Party is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(h) No Termination Event (ERISA) has occurred or is reasonably expected to occur with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. No Credit Party nor any Subsidiary or ERISA Affiliate of any Credit Party has received any notification that any Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA that could reasonably be expected to have a Material Adverse Effect, and no Credit Party is aware of any reason to expect that any Multiemployer Plan is to be in reorganization or to be terminated within the meaning of Title IV of ERISA that would have a Material Adverse Effect.

(i) Except as disclosed in writing by the Counterparty to the Banks and the Administrative Agent after the date hereof and approved in writing by the Required Banks, each Credit Party and its Subsidiaries are in compliance with all applicable Environmental Laws, except as could not reasonably be expected to have a Material Adverse Effect. Except as disclosed in writing by any Credit Party to the Banks and the Administrative Agent after the date hereof and approved in writing by the Required Banks, the aggregate contingent and non-contingent liabilities of each Credit Party and its Subsidiaries (other than those reserved for in accordance with GAAP and excluding liabilities to the extent covered by insurance if the insurer has confirmed that such insurance covers such liabilities or which such Credit Party reasonably expects to recover from ratepayers) which to such Credit Party's knowledge are reasonably expected to arise in connection with (i) the requirements of any Environmental Law or (ii) any obligation or liability to any Person in connection with any Environmental matters (including any release or threatened release (as such terms are defined or used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980) of any Hazardous Waste, Hazardous Substance, other waste, petroleum or petroleum products into the Environment) could not reasonably be expected to have a Material Adverse Effect. Each Credit Party and its Subsidiaries holds, or has submitted a good faith application for all Environmental Permits (none of which have been terminated or denied) required for any of its current operations or for any property owned, leased, or otherwise operated by it; and is, and within the period of all applicable statutes of limitation has been, in compliance with all of its Environmental Permits, except where the failure to comply with the matters set forth in this sentence, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(j) No Default or Event of Default has occurred and is continuing. After giving effect to all Qualifying Hedges outstanding or to be entered into on any date this representation is made, no Present Value Deficiency exists and no Default or Event of Default would result therefrom.

(k) As of the date hereof only, after giving effect to the Credit Documents and each transaction thereunder (including each Hedge), each Credit Party, individually and together with its Subsidiaries, is Solvent.

(l) As of the date hereof only, none of the reports, financial statements, certificates or other written information furnished by or on behalf of any Credit Party to any Agent or any Bank on or prior to the date hereof (as modified or supplemented by other information so furnished on or prior to the date hereof), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, provided that, with respect to any projected financial information, the Credit Parties represent only that such information was prepared in good faith based upon assumptions believed by the Credit Parties to be reasonable at the time (it being recognized, however, that projections as to future events are not to be viewed as facts and that the actual results during the period or periods covered by any projections may materially differ from the projected results). None of the reports, financial statements, certificates or other written information furnished by or on behalf of any Credit Party to any Agent or any Bank after the date hereof (as modified or supplemented by other information so furnished after the date hereof), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading.

(m) Except as set out in the most recent certificate delivered pursuant to Section 3.1(g) or 2.6(a)(iv), each Credit Party and its Subsidiaries has good and defensible title to its material Oil and Gas Properties, free and clear of all Liens except Liens not prohibited by Section 5.2(a). As used in this Agreement, "good and defensible title" to Oil and Gas Properties shall be based on the standard that a prudent Person engaged in the business of ownership, development and operation of Oil and Gas Properties where such Oil and Gas Properties are located with knowledge of all of the facts and their legal

bearing would be willing to accept as good and defensible title. Except as set forth in the most recent certificate delivered pursuant to Section 3.1(g) or 2.6(a)(iv), subject to the Liens not prohibited by Section 5.2(a) and subject to permitted sales under this Agreement, the Credit Parties own the net interests in production attributable to the Hydrocarbon Interests reflected in the most recently delivered Engineering Report in all material respects and the ownership of such Properties shall not in any material respect obligate (other than obligations entered into in the ordinary course of business) any Credit Party or any Subsidiary to bear the costs and expenses relating to the maintenance, development and operation of any such Property in an amount in excess of the working interest of such Property set forth in the most recently delivered Engineering Report. All factual information contained in the most recently delivered Engineering Report is true and correct in all material respects as of the date of such Engineering Report.

(n) All leases and agreements necessary for the conduct of the business of each Credit Party and its Subsidiaries are valid and subsisting and in full force and effect and there exists no default that if not cured could lead to a right to terminate or event or circumstance which with the giving of notice or the passage of time or both would give rise to such a default under any such lease or agreement, except in either case as would not reasonably be expected to have a Material Adverse Effect.

(o) The rights, Properties and other assets presently owned, leased or licensed by each Credit Party and its Subsidiaries including all easements and rights of way, include all rights, Properties and other assets necessary to permit each Credit Party and its Subsidiaries to conduct their business in all material respects in the same manner as their business has been conducted prior to the Effective Date.

(p) All of the assets and Properties of each Credit Party and its Subsidiaries which are reasonably necessary for the operation of their business are in good working condition for their current use and are maintained in accordance with business standards of a reasonably prudent operator where such assets and Properties are located, except in either case as would not reasonably be expected to have a Material Adverse Effect.

(q) Each representation made by the Counterparty in a Hedge Document was true and correct in all material respects at the time made.

(r) The Counterparty has delivered to each Bank a copy of each executed amendment, waiver or modification of, and each consent pertaining to, this Agreement or any Security Document.

ARTICLE V

COVENANTS OF THE CREDIT PARTIES

SECTION 5.1 Affirmative Covenants. So long as any Qualifying Hedge or any obligation to make any payment or delivery under any Qualifying Hedge shall remain outstanding, each Credit Party will, unless the Required Banks shall otherwise consent in writing:

(a) Compliance with Laws, Etc. Comply, and cause each of its Material Subsidiaries to comply, with all applicable laws, rules, regulations and orders, including ERISA and all Environmental Laws, such compliance to include, without limitation, the payment and discharge before the same become delinquent of all taxes, assessments and governmental charges or levies imposed upon it or any of its Material Subsidiaries or upon any of its property or any property of any of its Material Subsidiaries, and all lawful claims which, if unpaid, would become a Lien upon any property of it or any of its Material Subsidiaries (except where failure to comply could not reasonably be expected to have a Material Adverse Effect); provided that no Credit Party nor any Subsidiary of a Credit Party shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper

proceedings and with respect to which reserves in conformity with GAAP, if required by GAAP, have been provided on the books of such Credit Party or such Subsidiary, as the case may be.

(b) **Reporting Requirements.** Furnish to the Administrative Agent (in the case of clauses (i) through (ix) and clause (xii) of this Section 5.1(b)), to the Computation Agent (in the case of clause (x) of this Section 5.1(b)), to the Collateral Agent (in the case of clause (xi) of this Section 5.1(b)) and to the PV Determination Agent (in the case of clause (xiii) of this Section 5.1(b)):

(i) as soon as possible and in any event within five Business Days after an Authorized Officer of such Credit Party obtains knowledge of the occurrence of any Default or Event of Default, continuing on the date of such statement, a statement of an Authorized Financial Officer of such Credit Party setting forth the details of such Default or Event of Default and the actions, if any, which such Credit Party has taken and proposes to take with respect thereto;

(ii) in the case of the Counterparty, as soon as available and in any event not later than 60 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Counterparty, (1) the unaudited combined balance sheet of the Credit Party Entities as of the end of such Fiscal Quarter and the unaudited combined statements of income and cash flows of the Credit Party Entities for the period commencing at the end of the previous year and ending with the end of such Fiscal Quarter, all in reasonable detail and duly certified by an Authorized Financial Officer of the Counterparty as fairly presenting in all material respects the combined financial condition of the Credit Party Entities as of the end of such Fiscal Quarter and the combined results of operations of the Credit Party Entities for such period and (2) a certificate of an Authorized Financial Officer of the Counterparty stating that he has no knowledge that a Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action, if any, which the Counterparty proposes to take with respect thereto;

(iii) in the case of the Counterparty, as soon as available and in any event not later than 105 days after the end of each Fiscal Year of the Counterparty, (1) the unaudited combined balance sheet of the Credit Party Entities as of the end of such Fiscal Year and the unaudited combined statements of income and cash flows of the Credit Party Entities for such Fiscal Year, in each case prepared in accordance with GAAP and duly certified by an Authorized Financial Officer of such Credit Party as fairly presenting in all material respects the combined financial condition of the Credit Party Entities as of the end of such Fiscal Year and the combined results of operations of the Credit Party Entities for such Fiscal Year and (2) a certificate of an Authorized Financial Officer of the Counterparty stating that he has no knowledge that a Default or Event of Default has occurred and is continuing, or if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof, and the action, if any, which the Counterparty proposes to take with respect thereto;

(iv) such other information (other than projections) respecting the business or properties, or the condition or operations, financial or otherwise, of such Credit Party or any of its Subsidiaries as any Bank through the Administrative Agent may from time to time reasonably request;

(v) promptly after the sending or filing thereof, copies of all final reports and final registration statements which such Credit Party or any Subsidiary of such Credit Party files with the Securities and Exchange Commission or any national securities exchange; ~~provided~~ that, if such reports and registration statements are readily available on-line through EDGAR, such Credit Party or Subsidiary shall not be obligated to furnish copies thereof;

(vi) as soon as possible and in any event within 30 Business Days after such Credit Party or any Subsidiary or ERISA Affiliate of such Credit Party knows or has reason to know that any

Termination Event (ERISA) with respect to any Plan has occurred or is reasonably expected to occur that could reasonably be expected to have a Material Adverse Effect, a statement of an Authorized Financial Officer of such Credit Party describing such Termination Event (ERISA) and the action, if any, which such Credit Party proposes to take with respect thereto;

(vii) promptly and in any event within 25 Business Days after receipt thereof by such Credit Party or any ERISA Affiliate of such Credit Party, copies of each notice received by such Credit Party or any ERISA Affiliate of such Credit Party from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan;

(viii) promptly and in any event within 25 Business Days after receipt thereof by such Credit Party or any ERISA Affiliate of such Credit Party from the sponsor of a Multiemployer Plan, a copy of each notice received by such Credit Party or any ERISA Affiliate of such Credit Party concerning (A) the imposition of a Withdrawal Liability by a Multiemployer Plan, (B) the determination that a Multiemployer Plan is, or is expected to be, in reorganization within the meaning of Title IV of ERISA, (C) the termination of a Multiemployer Plan within the meaning of Title IV of ERISA, or (D) the amount of liability incurred, or expected to be incurred, by such Credit Party or any ERISA Affiliate of such Credit Party in connection with any event described in clause (A), (B) or (C) above that, in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(ix) within five Business Days after the occurrence of any event that would permit the Required Banks to initiate an Unscheduled Redetermination pursuant to Section 2.6(e)(ii)(1) or Section 2.6(e)(ii)(2), (a) notice of such event and (b) if such event was a Transfer referred to in Section 5.2(l), a certificate of an Authorized Officer of the Counterparty certifying that the Credit Parties are in compliance with Section 5.2(l);

(x) no later than 5:00 p.m. (central time) on each Business Day, (i) a report in the form of Exhibit G setting forth (A) the Other Present Value Obligations Amount as of the close of such Business Day, (B) as to each Qualifying Hedge, the information contemplated by Exhibit G as of the close of such Business Day, other than the name of the Bank party thereto and (C) the aggregate amount referred to in clause (ii) of the definition herein of Aggregate Net MTM Exposure as of the close of such Business Day and (ii) a report setting forth, as to each Hedge referred to in Section 5.2(c)(i)(b) or 5.2(c)(i)(c), all of the terms thereof and all amounts owed thereunder as of the close of such Business Day;

(xi) no later than 5:00 p.m. (central time) on each Business Day, a report in the form of Exhibit L, identifying for each Qualifying Hedge in effect as of the close of such Business Day the name of the Bank that is (or a Designated Affiliate of which is) a party thereto;

(xii) within five Business Days after any disposition of Proved Reserves by a Credit Party to a Subsidiary of a Credit Party, if the sum of (a) the fair market value of such Proved Reserves plus (b) the fair market value of all other Proved Reserves disposed by a Credit Party to a Subsidiary of a Credit Party since the most recent Redetermination Date (or the Effective Date, if the first Redetermination Date has not occurred) would equal or exceed \$100 million, a brief description of such disposition; and

(xiii) immediately upon any Hedge becoming an Early Termination Hedge, notice of such event and a copy of such Hedge.

(c) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and

covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which such Credit Party or such Subsidiaries operate; provided that such Credit Party or any such Subsidiary may self-insure to the extent and in the manner normal for companies of like size, type and financial condition, provided further that any insurance required by this Section 5.1(c) may be maintained by TWC on behalf of the Credit Parties and their Subsidiaries.

(d) Preservation of Existence, Etc. Preserve and maintain, and cause each of its Material Subsidiaries to preserve and maintain, its existence as a corporation or other Business Entity, rights and franchises in the jurisdiction of its incorporation or formation, and qualify and remain qualified, and cause each Material Subsidiary to qualify and remain qualified, as a foreign entity in each jurisdiction in which qualification is necessary or desirable in view of its business and operations or the ownership of its properties, except (i) in the case of any Material Subsidiary of such Credit Party (other than another Credit Party), where the failure of such Material Subsidiary to so maintain its existence could not reasonably be expected to have a Material Adverse Effect, (ii) where the failure to preserve and maintain such rights and franchises (other than existence) or to so qualify and remain qualified could not reasonably be expected to have a Material Adverse Effect, and (iii) such Credit Party and its Material Subsidiaries may consummate any merger or consolidation permitted pursuant to Section 5.2(d) and other dispositions permitted hereunder.

(e) Oil and Gas Properties. Each Credit Party will and will cause each of its Subsidiaries to, at its own expense, (i) operate, and cause each of its Subsidiaries to operate, its Oil and Gas Properties or cause such Oil and Gas Properties to be operated in accordance with such Credit Party's or its Subsidiaries', as the case may be, practices on the Effective Date or in accordance with the practices of the industry and in compliance with all applicable contracts and agreements and in compliance in all respects with all requirements of any Governmental Authority, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (ii) do or cause to be done all things reasonably necessary to preserve and keep in good repair and working order (ordinary wear and tear excepted) all of its Oil and Gas Properties and other material Properties including all equipment, machinery and facilities, except to the extent a portion of such Properties is no longer capable of producing Hydrocarbons in economically reasonable amounts or where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. Each Credit Party will and will cause each of its Subsidiaries to promptly: (i) pay and discharge, or make reasonable and customary efforts to cause to be paid and discharged, all delay rentals accruing under the leases or other agreements affecting or pertaining to its Oil and Gas Properties, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (ii) perform or make reasonable and customary efforts to cause to be performed the obligations required by each and all of the assignments, deeds, leases, sub-leases, contracts and agreements affecting its interests in its Oil and Gas Properties and other material Properties, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iii) do all other things necessary to keep unimpaired, except for Liens not prohibited by Section 5.2(a), its rights with respect thereto and prevent any forfeiture thereof or a default thereunder, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (iv) maintain all rights of way, easements, grants, privileges, licenses, certificates, and permits necessary for the use of any Oil and Gas Property, the failure of which to maintain could reasonably be expected to result in a Material Adverse Effect.

(f) Inspection Rights. Permit, and cause each of its Material Subsidiaries to permit, any representatives designated by the Administrative Agent or the Required Banks, upon reasonable prior notice, at the Banks' expense (with each Bank to pay its Ratable Portion of such expense) so long as no Event of Default exists and no Present Value Deficiency exists and at the Counterparty's expense during the continuance of an Event of Default or a Present Value Deficiency, to visit and inspect the properties of such Credit Party or any Material Subsidiary of such Credit Party with an Authorized Officer of a

Credit Party present, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers, all at such reasonable times and as often as reasonably requested but no more frequently than quarterly so long as no Event of Default exists and no Present Value Deficiency exists.

(g) Payment of Obligations. Pay, and cause each of its Material Subsidiaries to pay, before the same shall become delinquent or in default, all obligations that, if not paid, could reasonably be expected to have a Material Adverse Effect, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and (b) such Credit Party or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

(h) Books and Records. Keep, and cause each of its Subsidiaries to keep, books of record and account in accordance with GAAP.

SECTION 5.2 Negative Covenants. So long as any Qualifying Hedge or any obligation to make any payment or delivery under any Qualifying Hedge shall remain outstanding, no Credit Party will, without the written consent of the Required Banks (it being understood that each of the permitted exceptions to each of the covenants in this Section 5.2 is in addition to, and not overlapping with, any other of such permitted exceptions to such covenant, except to the extent expressly provided therein):

(a) Liens, Etc. Create, assume, incur or suffer to exist, or permit any of its Subsidiaries (other than Non-Recourse Subsidiaries) to create, assume, incur or suffer to exist, any Lien on or in respect of any of its property, whether now owned or hereafter acquired, in each case to secure or provide for the payment of any Debt or Specified Obligation; provided that notwithstanding the foregoing, the Credit Parties or any of their Subsidiaries may create, incur, assume or suffer to exist General Permitted Liens securing obligations of any Person and Limited Permitted Liens.

(b) Other Obligations. Create, incur, assume or permit to exist, or permit any of its Subsidiaries to create, incur, assume or permit to exist, any Other Present Value Obligation if, after giving effect thereto, the Other Present Value Obligations Amount would exceed \$250,000,000.

(c) Hedges. Enter into, or permit any Subsidiary to, enter into (i) any Hedge, except (a) Qualifying Hedges, (b) Permitted Hedges and (c) Hedges entered into in the ordinary course of business in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of such Credit Party or any Subsidiary, (ii) any Hedge against any change in the price of natural gas if after giving effect to such Hedge, more than 70% (on a volumetric basis) of Forecasted Annual Production of natural gas for the year in which such Hedge is entered into or for any of the three subsequent calendar years would be covered by Hedges to which any Credit Party Entity is a party, or (iii) any Hedge against any change in the price of oil if after giving effect to such Hedge, more than 70% (on a volumetric basis) of Forecasted Annual Production of oil for the year in which such Hedge is entered into or for any of the three subsequent calendar years would be covered by Hedges to which any Credit Party Entity is a party. For purposes of any Collar, the volume hedged will be the notional volume of the put that constitutes a portion of such Collar, and the call that constitutes a portion of such Collar shall not be taken into account. Until the delivery of the first December 31 Engineering Report delivered after the Effective Date, the Forecasted Annual Production for oil and natural gas shall be as follows for the following years:

Year	Oil	Natural Gas
2007	0.753 MBO/day	841 MMcf/day
2008	0.866 MBO/day	914 MMcf/day
2009	0.713 MBO/day	774 MMcf/day
2010	0.559 MBO/day	634 MMcf/day

(d) Merger and Sale of Assets. Merge or consolidate with or into any other Person, or sell, lease or otherwise transfer all or substantially all of its assets, except that this Section 5.2(d) shall not prohibit any merger or consolidation (i) by any Credit Party with any Person that is not a Credit Party, if (A) such Credit Party is the surviving entity, (B) at the time of such merger or consolidation, no Event of Default exists and no Present Value Deficiency exists and (C) immediately after giving effect thereto, no Event of Default would exist and no Pro Forma Present Value Deficiency would result or (ii) by any Credit Party with the other Credit Party, if (A) the Counterparty is the surviving entity, (B) at the time of such merger or consolidation, no Event of Default exists and no Present Value Deficiency exists and (C) immediately after giving effect thereto, no Event of Default would exist and no Pro Forma Present Value Deficiency would result.

(e) Agreements to Restrict Certain Transfers. Enter into or suffer to exist, or permit any of its Subsidiaries to enter into or suffer to exist, any consensual encumbrance or consensual restriction on its ability or the ability of any of its Subsidiaries (i) to pay, directly or indirectly, dividends or make any other distributions in respect of its Equity Interests or pay any Debt or other obligation owed, in any case, to a Credit Party or to any Subsidiary of any Credit Party or (ii) to make loans or advances to a Credit Party or any Subsidiary thereof, except (1) encumbrances and restrictions on any Subsidiary that is not a Material Subsidiary, (2) those encumbrances and restrictions existing on May 3, 2004, and other customary encumbrances and restrictions existing after May 3, 2004 that are not more restrictive in any material respect, taken as a whole, than the encumbrances and restrictions existing on May 3, 2004 (provided that the application of any such restrictions and encumbrances to additional Subsidiaries not subject thereto on May 3, 2004 shall not be deemed to make such restrictions and encumbrances more restrictive), (3) encumbrances or restrictions on any Non-Recourse Subsidiary, including those arising in connection with Non-Recourse Debt, (4) encumbrances or restrictions existing under or by reason of (a) applicable law (including rules, regulations and agreements with regulatory authorities), (b) any agreement or instrument in effect at the time a Person is acquired by a Credit Party or any Subsidiary of a Credit Party, so long as such agreement was not entered into in contemplation of such acquisition, (c) any agreement for the sale or other disposition of a Subsidiary of a Credit Party that restricts distributions by that Subsidiary pending its sale or other disposition or (d) provisions with respect to distributions of assets or property in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements; provided that such encumbrances or restrictions apply only to the assets or property subject to such joint venture, asset sale, stock sale or similar agreement or to the assets or property being sold, as the case may be, and (5) encumbrances or restrictions existing under or by reason of Limited Permitted Liens or General Permitted Liens securing debt otherwise permitted to be incurred under this Section 5.2 that limit the right of the debtor to dispose of the assets subject to such Limited Permitted Liens or General Permitted Liens.

(f) Contingent Obligations. Create, incur, assume or permit to exist, or permit any of its Subsidiaries to create, incur, assume or permit to exist, any Contingent Obligation, except (i) Other

Present Value Obligations permitted by Section 5.2(b), (ii) Hedges permitted by Section 5.2(c), (iii) Contingent Obligations created by the Credit Documents, (iv) Contingent Obligations incurred in the ordinary course of business, (v) Contingent Obligations with respect to Other Present Value Obligations or letters of credit backing any Qualifying Hedge and (vi) Contingent Obligations that are, in the aggregate, not material to the Credit Parties and their Subsidiaries, taken as a whole.

(g) Compliance with ERISA. (i) Terminate, or permit any ERISA Affiliate of such Credit Party to terminate, any Plan so as to result in any material liability of such Credit Party, any Material Subsidiary of such Credit Party or any such ERISA Affiliate to the PBGC, if such material liability of such ERISA Affiliate could reasonably be expected to have a Material Adverse Effect or (ii) permit to occur any Termination Event (ERISA) with respect to a Plan that would have a Material Adverse Effect.

(h) Transactions with Related Parties. Make any sale to, make any purchase from, extend credit to, make payment for services rendered by, or enter into any other transaction with, or permit any Subsidiary of such Credit Party to make any sale to, make any purchase from, extend credit to, make payment for services rendered by, or enter into any other transaction with, any Related Party of such Credit Party or of such Subsidiary, unless as a whole such sales, purchases, extensions of credit, rendition of services and other transactions are (at the time such sale, purchase, extension of credit, rendition of services or other transaction is entered into) on terms and conditions reasonably fair in all material respects to such Credit Party or such Subsidiary in the good faith judgment of such Credit Party; provided that the following items will not be deemed to be subject to the provisions of this Section 5.2(h): (i) declaring or paying any dividend or distribution or purchasing, redeeming, retiring, defeasing or otherwise acquiring for value any Equity Interests, in each case not otherwise prohibited hereunder, (ii) any agreement, instrument or arrangement as in effect on the date hereof or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) or in any replacement agreement thereto so long as any such amendment or replacement agreement is not more disadvantageous to the Banks in any material respect than the original agreement as in effect on the date hereof as determined in good faith by an Authorized Financial Officer of such Credit Party, (iii) (a) corporate sharing agreements among a Credit Party and its Subsidiaries with respect to tax sharing and general overhead and other administrative matters and (b) any other intercompany arrangements disclosed or described in TWC's report on Form 10-K for the year ended December 31, 2005 (including the exhibits attached to each), all as in effect on December 31, 2005, and any amendment or replacement of any of the foregoing so long as such amendment or replacement agreement is not less advantageous to any Credit Party thereto in any material respect than the agreement so amended or replaced, as such agreement was in effect on December 31, 2005, (iv) any transaction wholly between the Counterparty and WPC or (v) the Bargath Asset Transfer.

(i) Restricted Payments. (i) Declare or pay any dividends (other than in common stock of such Credit Party), purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Interests now or hereafter outstanding, return any capital to its stockholders, partners or members (or the equivalent Persons thereof) as such, make any other distribution of assets, Equity Interests, obligations or securities to its stockholders, partners or members (or the equivalent Persons thereof) as such, or (ii) permit any of its Subsidiaries to purchase, redeem, retire, defease or otherwise acquire for value any Equity Interests in any Credit Party (any action described in clause (i) or (ii) of this sentence being a "Restricted Payment"), except (x) cash dividends paid to a parent of a Credit Party to the extent necessary to permit such parent to pay any taxes that are due and payable by the Credit Party Entities as part of a consolidated group, (y) any Restricted Payment made if no Present Value Deficiency shall exist and no Event of Default shall have occurred and be continuing at the time of such Restricted Payment and no Pro Forma Present Value Deficiency or Event of Default would result therefrom and (z) cash dividends paid to a Credit Party Entity.

(j) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction, if after giving effect thereto the sum of (i) the aggregate amount of all Attributable Obligations of such Credit Party and its Subsidiaries plus (ii) the aggregate amount of all obligations of such Credit Party and its Subsidiaries secured by any Lien referred to in paragraph (k) of Schedule V would exceed \$40,000,000.

(k) Change of Business. Enter into, or permit any of its Subsidiaries to enter into, any business except for those businesses in which the Credit Party Entities are engaged on the Effective Date or that are reasonably related or incidental thereto.

(l) Sale of Oil and Gas Properties. Except for (i) Hydrocarbons sold in the ordinary course of business as and when produced, (ii) Hydrocarbon Interests transferred in the ordinary course of business to Persons that are neither a Credit Party Entity nor TWC nor an Affiliate of either a Credit Party Entity or TWC and (iii) Permitted Dispositions, sell, assign, transfer, dispose, farm-out or convey, directly or indirectly, by way of merger or sale of Equity Interests in a Subsidiary or otherwise ("Transfer"), or permit any Subsidiary to do so, any interest in any of its Oil and Gas Properties, unless no Present Value Deficiency exists and no Event of Default shall have occurred and be continuing at the time thereof and no Pro Forma Present Value Deficiency or Event of Default would result therefrom.

ARTICLE VI

EVENTS OF DEFAULT; CERTAIN REMEDIES

SECTION 6.1 Events of Default. Subject to Section 6.2, if any of the following events ("Events of Default") shall occur and be continuing:

(a) Any Credit Party (i) shall fail to comply with Section 2.7 when required by Section 2.7 or shall fail to comply with Section 6.2 when required by Section 6.2, (ii) shall fail to make any payment or, except with respect to Gas Transactions, delivery when required by any Qualifying Hedge, or (iii) shall fail to pay any interest, fee or other amount (other than any amount referred to in clause (i) or (ii) of this Section 6.1(a)) presented in writing to be paid by it hereunder or under any Credit Document to which it is a party within ten days after the same becomes due and payable; or

(b) Any certification, representation or warranty made by any Credit Party herein or in any other Credit Document or by any Credit Party (or any Authorized Officer of any Credit Party) in writing under or in connection with this Agreement or any other Credit Document or any instrument executed in connection herewith shall prove to have been incorrect in any material respect when made or deemed made; or

(c) Any Credit Party shall fail to perform or observe (i) any term, covenant or agreement contained in this Agreement (other than a term, covenant or agreement contained in Section 2.7 or Section 5.2) or any other Credit Document (other than a Qualifying Hedge or a Subordination Agreement) on its part to be performed or observed and such failure shall continue for 30 days after the earlier of the date notice thereof shall have been given to the Counterparty by the Administrative Agent or any Bank or the date an Authorized Officer of such Credit Party shall have knowledge of such failure or (ii) any term, covenant or agreement contained in Section 5.2; or

(d) Any Credit Party or any Subsidiary of any Credit Party (other than a Non-Recourse Subsidiary) shall fail to pay any principal of or premium or interest on any Debt which is outstanding in a principal amount of at least \$50,000,000 in the aggregate of such Credit Party or any Subsidiary of such Credit Party (as the case may be) (other than a Non-Recourse Subsidiary), when the same becomes due

and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any such Debt shall be accelerated; or

(e) Any Credit Party or any Material Subsidiary of any Credit Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Credit Party or any Material Subsidiary of any Credit Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), shall remain undismissed or unstayed for a period of 60 days; or any Credit Party or any Material Subsidiary of any Credit Party shall take any action to authorize any of the actions set forth above in this subsection (e) (for the avoidance of doubt, Non-Recourse Subsidiaries are not subject to this clause (e)); or

(f) One or more judgments or orders for the payment of money in excess of \$50,000,000 in the aggregate (to the extent not paid or to the extent not covered by insurance or indemnities that the Counterparty, in its reasonable good faith judgment, believes will be paid when due by the parties providing such indemnities or insurance) shall be rendered against any Credit Party or any Material Subsidiary of any Credit Party and remain unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect (for the avoidance of doubt, Non-Recourse Subsidiaries are not subject to this clause (f)); or

(g) Any Termination Event (ERISA) with respect to a Plan shall have occurred and, 30 days after notice thereof shall have been given to the Counterparty by the Administrative Agent, (i) such Termination Event (ERISA) shall still exist and (ii) the sum (determined as of the date of occurrence of such Termination Event (ERISA)) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which a Termination Event (ERISA) shall have occurred and then exist (or in the case of a Plan with respect to which a Termination Event (ERISA) described in clause (ii) of the definition herein of Termination Event (ERISA) shall have occurred and then exist, the liability related thereto) is equal to or greater than \$125,000,000; or

(h) Any Credit Party or any Subsidiary or ERISA Affiliate of any Credit Party shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount which, when aggregated with all other amounts required to be paid to Multiemployer Plans in connection with Withdrawal Liabilities (determined as of the date of such notification), exceeds \$125,000,000 in the aggregate; or

(i) Any Credit Party or any Subsidiary or ERISA Affiliate of any Credit Party shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, if as a result of such reorganization or termination the aggregate annual contributions of the Credit Parties and their respective ERISA Affiliates to all Multiemployer Plans which are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the respective plan years which include the Effective Date by an amount exceeding \$125,000,000; or

(j) The guarantee given by the Guarantor pursuant to Article IX for any reason is not a legal, valid, binding and enforceable obligation of the Guarantor or any Credit Party shall so state in writing; or

(k) A Change of Control Event shall occur; or

(l) Any TWC Default shall occur; or

(m) Any party to a Subordination Agreement (other than the Administrative Agent) shall fail to perform or observe any term, covenant or agreement contained in such Subordination Agreement on its part to be performed or observed (provided that a five Business Day grace period shall apply to breaches of Section 1.6 of any Subordination Agreement, the last sentence of Section 1.11 of any Subordination Agreement and Section 4.1 of any Subordination Agreement); or

(n) Any Subordination Agreement for any reason is not a legal, valid, binding and enforceable obligation of any party thereto (other than the Administrative Agent) or any such party shall so state in writing;

then, and in any such event, (1) each Bank shall have the right to terminate all (but not less than all) of the Qualifying Hedges to which it is a party (which, for avoidance of doubt, includes, without limitation, any Qualifying Hedge to which any of its Designated Affiliates is a party) and shall have all other rights and remedies provided by the Hedge Documents to which it is a party, by law or otherwise, (2) as of the Business Day specified by notice to the Counterparty given by the Administrative Agent at the request of the Required Banks, all Qualifying Hedges shall be deemed terminated in accordance with Section 6(a) of each ISDA Master Agreement, (3) each Bank will, so long as it has actual knowledge of the continuance of such event, pay directly to the Collateral Agent for deposit into the Collateral Account all payments under any Qualifying Hedge that would otherwise be paid to the Counterparty, and such payments will be made without exercise of any offset, defense or counterclaim (except that a Bank may net payments owed under any Qualifying Hedge to which it is a party against payments owed under any other Qualifying Hedge to which it is a party and may net payments under the same Qualifying Hedge) and (4) the Administrative Agent while such event exists shall at the request, or may with the consent, of the Required Banks, by notice to the Counterparty, declare all amounts payable by any Credit Party under this Agreement and any other Credit Document to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable, without requirement of any presentment, demand, protest, notice of intent to accelerate, further notice of acceleration or other further notice of any kind (other than the notice expressly provided for above), all of which are hereby expressly waived by the Credit Parties; provided, however, that in the event of any Event of Default described in Section 6.1(e), all such amounts (other than amounts payable under any Hedge Document) shall automatically become and be due and payable, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or any other notice of any kind, all of which are hereby expressly waived by the Credit Parties.

SECTION 6.2 Abatement of Certain Defaults. Notwithstanding Section 6.1, if (i) any event (other than an event referred to in Section 6.1(a) or 6.1(e)) occurs that would constitute an Event of Default, (ii) within one Business Day of such occurrence, the Counterparty delivers to the Collateral Agent, for deposit into the Collateral Account, Acceptable Credit Support in an amount sufficient to cause the aggregate amount of all Acceptable Credit Support in the Collateral Account to be equal to the aggregate of the net MTM Exposure of each Bank for the day of such occurrence for all Qualifying Hedges to which such Bank is a party (determined separately for each Bank and then aggregated, but excluding any Bank as to which such net MTM Exposure is negative), and (iii) on each subsequent Business Day so long as such occurrence continues, the Counterparty delivers to the Collateral Agent, for deposit into the Collateral Account, Acceptable Credit Support in an amount, if any, sufficient to cause the aggregate amount of all Acceptable Credit Support in the Collateral Account to be equal to the

aggregate of the net MTM Exposure of each Bank for the immediately preceding Business Day for all Qualifying Hedges to which such Bank is a party (determined separately for each Bank and then aggregated, but excluding any Bank as to which such net MTM Exposure is negative), then (I) such event shall not constitute an Event of Default hereunder or under any other Credit Document, except such event shall constitute an "Event of Default" as such term is used in Sections 2.7, 5.1(f), 5.2(d), 5.2(i), 5.2(l) and 8.4 and this Section 6.2, and (II) the rights and remedies that would otherwise exist, in respect of such event, pursuant to clauses (1), (2) and (4) of Section 6.1 shall not be applicable so long as the Counterparty is in compliance with this Section 6.2, provided that this clause (II) shall not apply to the extent any such event would constitute an Event of Default as a result of a failure to comply with any of Sections 5.1(f), 5.2(d), 5.2(i), 5.2(l) or 8.4 at a time when another event constitutes an "Event of Default", as such term is used in such Section pursuant to the exception set forth in clause (I) of this sentence. The Counterparty agrees to make the deliveries contemplated by clause (ii) of the foregoing sentence and the deliveries contemplated by clause (iii) of the foregoing sentence, in each case on the days contemplated therein.

SECTION 6.3 Additional Remedies. Upon the occurrence and during the continuance of any "Event of Default" (as defined in any Qualifying Hedge) with respect to the Counterparty, the Bank party to such Qualifying Hedge shall have all rights and remedies provided therein.

ARTICLE VII

THE AGENTS

SECTION 7.1 Agents' Authorization and Action. Each of the Banks hereby appoints and authorizes (i) the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (ii) the Computation Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to the Computation Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (iii) the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to the Collateral Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, and (iv) the PV Determination Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to the PV Determination Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by the Credit Documents (including enforcement of the terms of this Agreement or collection of any amount) no Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Banks, and such instructions shall be binding upon all Banks; provided, however, that no Agent shall be required to take any action which exposes such Agent to personal liability, is contrary to the Credit Documents or applicable law or is an action within the power or authority of another Agent. Each Agent agrees to give to each Bank and each of the other Agents prompt notice of each notice given to it, in its capacity as such Agent, by any Credit Party pursuant to the terms of this Agreement (other than Section 5.1(b)(xi)) or any other Credit Document. The Administrative Agent will promptly furnish to each Bank all items furnished to the Administrative Agent pursuant to Section 5.1(b). The Computation Agent will furnish to each Bank and the Counterparty by noon (central time) on the Business Day following each day on which the Computation Agent receives a report from the Counterparty pursuant to Section 5.1(b)(x), a report (which report shall be as of the close of business of the same Business Day as to which such report from the Counterparty pursuant to Section 5.1(b)(x) relates) in substantially the form of Exhibit H, but will not be obligated to send to any Bank or Agent any

such report received from the Counterparty. The Collateral Agent (i) will promptly notify each Bank if, based on the information contained in the most recent Computation Agent's report in substantially the form of Exhibit H, the information delivered pursuant to Section 5.1(b)(xi) and the relevant S&P and Moody's ratings, a Bank has not provided the Bank Credit Support required by the ISDA Master Agreement to which such Bank is a party, which notice shall include the name of such Bank, the Applicable Credit Support Threshold for such Bank, the amount of Bank Credit Support so required and the amount of Bank Credit Support with respect to such Bank then held in the Collateral Account, (ii) if, based on the information contained in the most recent Computation Agent's report in substantially the form of Exhibit H, a Present Value Deficiency exists, will promptly notify each Bank that compliance with the second sentence of Section 2.7 is required as a result of such Present Value Deficiency, (iii) if a notice pursuant to clause (ii) of this sentence has been given and thereafter, based on the information contained in the most recent Computation Agent's report in substantially the form of Exhibit H, no Present Value Deficiency exists, will promptly notify each Bank that such compliance is no longer required as a result of the Present Value Deficiency that resulted in such notice (but without limiting any further requirement of compliance with the second sentence of Section 2.7 if a Present Value Deficiency subsequently exists), and (iv) will notify the Computation Agent no later than 5:00 p.m. (central time) on each Business Day of the amount of Acceptable Credit Support then in the Collateral Account.

SECTION 7.2 Agents' Reliance, Etc. To the extent that the information provided to the Computation Agent, in its capacity as the Computation Agent, with respect to any Qualifying Hedge is sensitive market information, the Computation Agent agrees to use reasonable business efforts to keep such information confidential and separate and apart from its personnel (or personnel of its subsidiaries and other subsidiaries of the Computation Agent's ultimate parent) that are engaged in energy trading activities with any Credit Party, except as otherwise provided in any Credit Document. Without limiting other actions that may constitute reasonable business efforts, the Computation Agent will be deemed to have satisfied the requirements of the preceding sentence to the extent it affords such information the same treatment as it affords other similar information in similar circumstances. No Agent nor any director, officer, agent or employee of any Agent shall be liable for any action taken or omitted to be taken by any of them or under or in connection with this Agreement or any other Credit Document, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, each Agent: (i) may consult with legal counsel (including counsel for any Credit Party), accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Bank or Agent and shall not be responsible to any Bank or Agent for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or any other Credit Document; (iii) shall not have any duty to ascertain or to inquire as to the title to any property or as to the satisfaction, performance or observance of any of the terms, covenants or conditions of this Agreement or any other Credit Document on the part of any Credit Party Entity or to inspect the property (including the books and records) of any Credit Party Entity; (iv) shall not be responsible to any Bank or Agent for the perfection, priority, existence, sufficiency or value of any security, security interest, guaranty or insurance or for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; (v) shall incur no liability under or in respect of any Credit Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telecopier, telegram, email, telex or otherwise) believed by it in its reasonable judgment to be genuine and signed or sent by the proper party or parties; and (vi) may treat a Bank as the obligee of any Obligation at any time owed to such Bank, until such Agent receives a Transfer Agreement executed by such Bank and all other required parties. Without limiting the generality of the foregoing, insofar as the Administrative Agent is concerned, each Bank shall be deemed to have consented to, approved and accepted and to be satisfied with each matter required under Section 3.1 of this Agreement, unless the officer of the Administrative Agent responsible for the transactions contemplated by the Credit

Documents shall have received written notice from such Bank prior to such Bank entering into any Qualifying Hedge specifying its objection thereto; provided that this sentence is solely for the benefit of the Administrative Agent (and not any Credit Party) and shall not amend, waive or otherwise modify Section 3.1, Section 6.1(b) or any other provision applicable to any Credit Party.

SECTION 7.3 Rights. With respect to its Qualifying Hedges, each of Citibank, Citigroup Energy Inc. and Calyon New York shall have the same rights and powers under the Credit Documents as any other Bank and may exercise the same as though it was not an Agent. Citibank, Citigroup Energy Inc., Calyon New York and the respective affiliates of each may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, any Credit Party, any Person who may do business with or own, directly or indirectly, securities of any Credit Party and any other Person, all as if Citibank, Citigroup Energy Inc. and Calyon New York were not Agents, in each case without any duty to account therefor to the Banks. In the event that Citibank or any of its affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "Trust Indenture Act") in respect of any securities issued or guaranteed by any Credit Party, the parties hereto acknowledge and agree that any payment or property received in satisfaction of or in respect of any Obligation of such Credit Party hereunder or under any other Credit Document by or on behalf of Citibank (or any of its affiliates) in its capacity as an Agent for the benefit of any Bank under any Credit Document (other than Citibank or an affiliate of Citibank) and which is applied in accordance with the Credit Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

SECTION 7.4 Indemnification. Each Bank agrees to indemnify each Agent (to the extent not reimbursed by the Credit Parties), from and against such Bank's Ratable Portion of all claims, damages, losses, liabilities, costs, fees and expenses (including reasonable fees and disbursements of external counsel) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Credit Document or any action taken or omitted by any Agent under this Agreement or any other Credit Document, including any of the foregoing incurred in connection with any action taken under Section 5.1(f) (**expressly including any such claim, damage, loss, liability, cost, fee or expense attributable to the ordinary, sole or contributory negligence of such Agent, but excluding any such claim, damage, loss, liability, cost, fee or expense attributable to the gross negligence or willful misconduct of such Agent**). **It is the intent of the parties hereto that each Agent shall, to the extent provided in this Section 7.4, be indemnified for its own ordinary, sole or contributory negligence.** Without limitation of the foregoing, each Bank agrees to reimburse each Agent promptly upon demand for such Bank's Ratable Portion of any out-of-pocket expenses (including external counsel fees) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Credit Document to the extent that such Agent is not reimbursed for such expenses by the Credit Parties.

SECTION 7.5 Successor Agents. (a) The Administrative Agent may resign at any time as Administrative Agent under this Agreement by giving written notice thereof to the Banks, the other Agents and the Counterparty and may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint, with the consent of the Counterparty (which consent shall not be unreasonably withheld and shall not be required if an Event of Default under Section 6.1(a) or 6.1(e) exists), a successor Administrative Agent, which shall be a Bank or a Designated Affiliate of a Bank. If no successor Administrative Agent shall have been so appointed by the Required Banks with such consent (if required), and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Banks' removal of the retiring Administrative Agent, then the retiring Administrative

Agent may, on behalf of the Banks, appoint a successor Administrative Agent, which shall be a Bank that is a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000 or a Designated Affiliate of a Bank. Upon the acceptance of any appointment as Administrative Agent under this Agreement by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and shall function as the Administrative Agent under this Agreement, and the retiring Administrative Agent shall be discharged from its duties and obligations as Administrative Agent under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

(b) The Computation Agent may resign at any time as Computation Agent under this Agreement by giving written notice thereof to the Banks, the other Agents and the Counterparty and may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint, with the consent of the Counterparty (which consent shall not be unreasonably withheld and shall not be required if an Event of Default under Section 6.1(a) or 6.1(e) exists), a successor Computation Agent, which shall be a Bank or a Designated Affiliate of a Bank. If no successor Computation Agent shall have been so appointed by the Required Banks with such consent (if required), and shall have accepted such appointment, within 30 days after the retiring Computation Agent's giving of notice of resignation or the Required Banks' removal of the retiring Computation Agent, then the retiring Computation Agent may, on behalf of the Banks, appoint a successor Computation Agent, which shall be a Bank that is a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000 or a Designated Affiliate of a Bank. Upon the acceptance of any appointment as Computation Agent under this Agreement by a successor Computation Agent, such successor Computation Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Computation Agent and shall function as the Computation Agent under this Agreement, and the retiring Computation Agent shall be discharged from its duties and obligations as Computation Agent under this Agreement. After any retiring Computation Agent's resignation or removal hereunder as Computation Agent, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Computation Agent under this Agreement.

(c) The Collateral Agent may resign at any time as Collateral Agent under this Agreement by giving written notice thereof to the Banks, the other Agents and the Counterparty and may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint, with the consent of the Counterparty (which consent shall not be unreasonably withheld and shall not be required if an Event of Default under Section 6.1(a) or 6.1(e) exists), a successor Collateral Agent, which shall be a Bank or a Designated Affiliate of a Bank. If no successor Collateral Agent shall have been so appointed by the Required Banks with such consent (if required), and shall have accepted such appointment, within 30 days after the retiring Collateral Agent's giving of notice of resignation or the Required Banks' removal of the retiring Collateral Agent, then the retiring Collateral Agent may, on behalf of the Banks, appoint a successor Collateral Agent, which shall be a Bank that is a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000 or a Designated Affiliate of a Bank. Upon the acceptance of any appointment as Collateral Agent under this Agreement by a successor Collateral Agent, (i) the retiring Collateral Agent shall deliver to such successor Collateral Agent all collateral and letters of credit in the Collateral Account and all assignments and other transfers necessary to transfer such collateral and letters of credit to the successor Collateral Agent, (ii) such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and shall function as the Collateral Agent under this

Agreement, and (iii) the retiring Collateral Agent shall be discharged from its duties and obligations as Collateral Agent under this Agreement and the Security Documents. After any retiring Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent under this Agreement.

(d) The PV Determination Agent may resign at any time as PV Determination Agent under this Agreement by giving written notice thereof to the Banks, the other Agents and the Counterparty and may be removed at any time with or without cause by the Required Banks. Upon any such resignation or removal, the Required Banks shall have the right to appoint, with the consent of the Counterparty (which consent shall not be unreasonably withheld and shall not be required if an Event of Default under Section 6.1(a) or 6.1(e) exists), a successor PV Determination Agent, which shall be a Bank or a Designated Affiliate of a Bank. If no successor PV Determination Agent shall have been so appointed by the Required Banks with such consent (if required), and shall have accepted such appointment, within 30 days after the retiring PV Determination Agent's giving of notice of resignation or the Required Banks' removal of the retiring PV Determination Agent, then the retiring PV Determination Agent may, on behalf of the Banks, appoint a successor PV Determination Agent, which shall be a Bank that is a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$500,000,000 or a Designated Affiliate of a Bank. Upon the acceptance of any appointment as PV Determination Agent under this Agreement by a successor PV Determination Agent, such successor PV Determination Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring PV Determination Agent and shall function as the PV Determination Agent under this Agreement, and the retiring PV Determination Agent shall be discharged from its duties and obligations as PV Determination Agent under this Agreement. After any retiring PV Determination Agent's resignation or removal hereunder as PV Determination Agent, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was PV Determination Agent under this Agreement.

SECTION 7.6 Decisions. Each of the Agents and the Banks acknowledges that it has, independently and without reliance upon any Agent, the Joint Lead Arrangers or any Bank and based on the financial statements referred to in Section 4.1(e) and such other documents and information as it has deemed appropriate, made its own credit analysis and its own decision to enter into this Agreement. Each of the Agents and the Banks (in each case, both on its own behalf and on behalf of its affiliates, directors, officers, employees and agents that are Indemnified Parties) also acknowledges that it will, independently and without reliance upon any Agent, the Joint Lead Arrangers or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under this Agreement and the other Credit Documents.

SECTION 7.7 Certain Rights of the Agents. If any Agent shall request instructions from the Required Banks with respect to any act or action (including failure to act) in connection with this Agreement or any other Credit Document, such Agent shall be entitled to refrain from such act or taking such action unless and until such Agent shall have received instructions from the Required Banks; and it shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Bank nor any Indemnified Party shall have any right of action whatsoever against any Agent as a result of its acting or refraining from acting hereunder or under any other Credit Document in accordance with the instructions of the Required Banks. Furthermore, except for action expressly required of an Agent hereunder, such Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be specifically indemnified to its satisfaction by the Banks (ratably, in accordance with their respective Ratable Portions) against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

SECTION 7.8 Other Persons. The Joint Lead Arrangers have no duties or obligations under any Credit Document. None of the Joint Lead Arrangers shall have, by reason of this Agreement or the other Credit Documents, a fiduciary relationship in respect of any Bank or any Agent and nothing in this Agreement or other Credit Documents, express or implied, is intended or shall be so construed to impose on any Joint Lead Arranger any obligation in respect of this Agreement or other Credit Documents.

SECTION 7.9 Additional Rights of Collateral Agent. In the event of any ambiguity or uncertainty hereunder regarding the Collateral Agent or its duties or in any notice, instruction or other communication received by the Collateral Agent hereunder, the Collateral Agent may, in its sole discretion, refrain from taking any action other than retaining possession of the Collateral, unless the Collateral Agent receives written instructions, signed by the Counterparty and the Required Banks, which eliminates such ambiguity or uncertainty.

In the event of any dispute between or conflicting claims by or among the Banks and any other Person with respect to any Collateral, the Collateral Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Collateral so long as such dispute or conflict shall continue, and the Collateral Agent shall not be or become liable in any way to the Banks for failure or refusal to comply with such conflicting claims, demands or instructions. The Collateral Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Collateral Agent or (ii) the Collateral Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. The Collateral Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by the Counterparty.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any Credit Document (other than any Confirmation and any amendment, waiver or other modification of any Confirmation), nor consent to any departure by any Credit Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Banks and the Credit Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by the Required Banks and by all the Banks directly affected thereby, do any of the following: (a) subject any Bank to any liability, commitment or obligation, (b) reduce any fees or other amounts payable hereunder or under any Credit Document, (c) postpone any date fixed for any payment of any fees or other amounts payable hereunder or under any Credit Document, (d) change the definition of Required Banks, (e) release or limit the liability of any Credit Party, (f) amend or waive any provision of, or consent to any departure by any Credit Party from, Section 2.9 or this Section 8.1 or (g) modify any indemnity; and provided further that no amendment, waiver or consent shall affect the rights or duties of any Agent under any Credit Document, unless in writing and signed by such Agent in addition to the Banks required above to take such action. No amendment or waiver of, or consent relating to, this Agreement or any Credit Document (other than any Confirmation and any amendment, waiver or other modification of any Confirmation) shall be effective until delivered to all Banks.

SECTION 8.2 Notices, Etc. (a) Except as otherwise provided in Section 8.2(b), all notices and other communications provided for hereunder or under any Security Document shall be in writing (including telecopy communication) and mailed, telecopied or delivered, if to any Bank, as specified opposite its name on Schedule I hereto or specified in any New Bank Agreement or a Transfer Agreement for any assignee Bank delivered pursuant to Section 8.5(a); if to a Credit Party, as specified opposite its name on Schedule II hereto; if to Citibank, as an Agent, to its address at 250 West Street, 10th Floor, New York, New York 10013 (telecopier number: (212) 723-2956), Attention: Director Derivatives Operations, with a copy to Citicorp North America, Inc., 333 Clay Street, Suite 3700, Houston, Texas 77002 (telecopier number: (713) 481-0247), Attention: The Williams Companies, Inc. Account Officer; if to Citigroup Energy Inc., as an Agent, to its address at 2800 Post Oak Blvd., Suite 500, Houston, Texas 77056 (telecopier number: (713) 752-5244) Attention: Legal Department, with a copy to Legal Department, 77 Water Street, 9th Floor, New York, New York 10004 (telecopier number: (212) 657-1452), Attention: Department Head; if to Calyon New York, as Collateral Agent, to its address at 1301 Avenue of the Americas, New York, New York 10019 (telecopier number: (212) 261-3315), Attention: Collateral Department; if to Calyon New York, as PV Determination Agent, to its address at 1301 Travis Suite 2100 Houston, TX 77002 (Telecopier: (713) 890-8668), Attention: Reservoir Engineer; or, as to any Credit Party, any Bank or any Agent, at such other address as shall be designated by such party in a written notice to the other parties; provided that materials required to be delivered pursuant to Section 5.1(b)(ii), (iii) and (iv) shall be delivered to the Administrative Agent as specified in Section 8.2(b) or as otherwise specified to any Credit Party by the Administrative Agent; provided, further, that any communication that (a) relates to the payment of any amount due under this Agreement prior to the scheduled date therefor, (b) provides notice of any Default or Event of Default or (c) is required to be delivered to satisfy any condition precedent to the effectiveness of any provision of this Agreement or pertains to a Qualifying Hedge shall be in writing (including telecopy communication) and mailed, telecopied or delivered pursuant to this Section 8.2(a). All such notices and communications shall, when mailed, telecopied or e-mailed, be effective when received in the mail, sent by telecopier to any party to the telecopier number as set forth herein or on Schedule I or Schedule II or specified in a New Bank Agreement or a Transfer Agreement for any assignee Bank delivered pursuant to Section 8.5(a) (or other telecopy number specified by such party in a written notice to the other parties hereto) or confirmed by e-mail, respectively, except that notices and communications to any Agent shall not be effective until received by such Agent. Any notice or communication to a Bank hereunder or under any Security Document (but not notices and communications under a Hedge Document) shall be deemed to be a notice or communication to any Designated Affiliate of such Bank. Delivery by telecopier of an executed counterpart of this Agreement, any other Credit Document or any amendment or waiver of any provision of this Agreement or any other Credit Document shall be effective as delivery of a manually executed counterpart thereof.

(b) The Credit Parties will have the option to provide to the Administrative Agent all information, documents and other materials that they are obligated to furnish to the Administrative Agent pursuant to this Agreement, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (ii) provides notice of any Default or Event of Default or (iii) is required to be delivered to satisfy any condition precedent to the effectiveness of any provision of this Agreement or pertains to a Qualifying Hedge (all such non-excluded communications being referred to herein collectively as "Communications"), by transmitting the Communications in an electronic/soft medium to oploanswebadmin@citigroup.com.

The Credit Parties further agree that the Administrative Agent may make the Communications available to the Banks and the Agents by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "Platform"). The Credit Parties acknowledge that the distribution of

material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution.

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES OF THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES (COLLECTIVELY, “AGENT PARTIES”) HAVE ANY LIABILITY TO ANY CREDIT PARTY, ANY BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE TRANSMISSION BY ANY CREDIT PARTY, ANY OF THE AGENT PARTIES OR ANY OTHER PERSON OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The Administrative Agent agrees that the receipt of the Communications by such Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to such Agent for purposes of the Credit Documents. Each of the Banks agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Bank, for purposes of the Credit Documents. Each of the Banks agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Bank’s e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

Nothing herein shall prejudice the right of any Agent or any Bank to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

SECTION 8.3 No Waiver; Remedies. No failure on the part of any Bank or any Agent to exercise, and no delay in exercising, any right under this Agreement or any other Credit Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in any other Credit Document.

SECTION 8.4 Costs and Expenses.

(a) (i) The Counterparty agrees to pay, within 30 days of receipt by the Counterparty of request therefor, all reasonable out-of-pocket costs and expenses of the Joint Lead Arrangers and the Agents in connection with the syndication, preparation, execution, delivery, administration, modification and amendment of this Agreement or any other Credit Document and the other documents to be delivered under this Agreement, including the reasonable fees and out-of-pocket expenses of Bracewell & Giuliani,

LLP, counsel for the Agents, with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Agreement and any other Credit Document, and including reasonable fees of counsel relating to review of any New Bank Agreement or any attachment thereto, and (ii) the Counterparty agrees to pay on demand all costs and expenses, if any (including reasonable counsel fees and out-of-pocket expenses), of the Agents and each Bank in connection with the enforcement (after the occurrence and during the continuance of an Event of Default and whether through negotiations (including formal workouts or restructurings), legal proceedings or otherwise) against any Credit Party of any Credit Document.

(b) The Counterparty agrees, to the fullest extent permitted by law, to indemnify and hold harmless each Agent, the Joint Lead Arrangers and each Bank and each of their respective affiliates, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs, fees and expenses (including reasonable fees and disbursements of counsel) of any kind or nature whatsoever for which any of them may become liable or which may be incurred by or asserted against any of the Indemnified Parties (other than claims and related damages, losses, liabilities, costs, fees and expenses made by one Bank (or its successors or assignees) against another Bank) arising out of, related to or in connection with (i) any Credit Document or any other document or instrument delivered in connection herewith, (ii) any violation by any Credit Party or any Subsidiary of any Credit Party of any Environmental Law or any other law, rule, regulation or order, (iii) any Qualifying Hedge or the use or proposed use of any Qualifying Hedge, (iv) any transaction in which any Qualifying Hedge is used or (v) any investigation, litigation or proceeding, whether or not any of the Indemnified Parties is a party thereto, related to or in connection with any of the foregoing or any Credit Document (**expressly including any such claim, damage, loss, liability, cost, fee or expense attributable to the ordinary, sole or contributory negligence of such Indemnified Party, but excluding any such claim, damage, loss, liability, cost, fee or expense sought to be recovered by any Indemnified Party to the extent such claim, damage, loss, liability, cost, fee or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Party or the gross negligence or willful misconduct of the affiliates, advisors, directors, officers, employees or agents of such Indemnified Party**). **It is the intent of the parties hereto that each Indemnified Party shall, to the extent provided in this Section 8.4(b), be indemnified for its own ordinary, sole or contributory negligence.**

(c) Without prejudice to the survival of any other agreement of the Counterparty hereunder, the agreements and obligations of the Counterparty contained in Section 2.3 and this Section 8.4 shall survive the payment in full of all amounts payable hereunder and under the other Credit Documents and the occurrence of the Termination Date.

SECTION 8.5 Binding Effect: Transfers

(a) This Agreement shall become effective when (i) it shall have been executed by the Credit Parties and the Agents and (ii) each Bank listed on the signature pages hereof has delivered an executed counterpart hereof to the Administrative Agent, has sent to the Administrative Agent a facsimile copy of its signature hereon or of its signature on a signature page hereof or has notified the Administrative Agent that such Bank has executed this Agreement and thereafter shall be binding upon and inure to the benefit of the Credit Parties, the Banks, the Agents and their respective successors and assigns; provided that the Credit Parties shall not have the right to assign any of their rights hereunder or any interest herein without the prior written consent of the Banks. Each Bank shall transfer all of its rights and obligations under this Agreement to the same Person to which it has transferred all of its Qualifying Hedges pursuant to Section 7 of the ISDA Master Agreement to which it is a party or pursuant to the written consent of the Counterparty, with the transfer of such rights and obligations to occur simultaneously with such transfer pursuant to such Section 7 or pursuant to such consent. Each such transfer of such rights and obligations

shall be evidenced by a Transfer Agreement executed by the transferor Bank, the transferee, the Administrative Agent and the Computation Agent. Upon such execution, from and after the effective date specified in each Transfer Agreement (which shall not be on or prior to the date on which all required parties have executed), (x) the assignee thereunder shall be a party hereto as a "Bank" and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Transfer Agreement, have the rights and obligations of a Bank hereunder (including obligations to the Agents pursuant to Section 7.4) and (y) the Bank assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Transfer Agreement, relinquish its rights and be released from its obligations under this Agreement, except for rights and obligations which continue after repayment of the Obligations or termination of this Agreement pursuant to the express terms of this Agreement and such Bank shall cease to be a party hereto, except as to such rights and obligations. No Bank will transfer any Qualifying Hedge pursuant to this Section 8.5(a) to any Person other than to another Bank, a Designated Affiliate of a Bank or to a Person that becomes a Bank party hereto contemporaneously with such transfer.

(b) By executing and delivering a Transfer Agreement, the Bank assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Transfer Agreement, such assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement, any other Credit Document or any other instrument or document furnished pursuant hereto or in connection herewith, the perfection, priority, existence, sufficiency or value of any security, guaranty or insurance or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Credit Document or any other instrument or document furnished pursuant hereto or in connection herewith, (ii) such assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Credit Party or any other Person or the performance or observance by any Credit Party or any other Person of any of its respective obligations under the Credit Documents or any other instrument or document furnished pursuant hereto or in connection herewith; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and its own decision to enter into such Transfer Agreement; (iv) such assignee will, independently and without reliance upon any Agent, such assignor or any other Bank and based on such financial statements and such other documents and information as it shall deem appropriate at the time, continue to make its own credit analysis and its own decisions in taking or not taking action under this Agreement, any of the other Credit Documents or any other instrument or document; (v) such assignee appoints and authorizes the Administrative Agent to act as Administrative Agent on its behalf and to exercise such powers and discretion under this Agreement, any other Credit Document or any other document executed in connection herewith or therewith as are delegated to the Administrative Agent by the terms hereof or thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) such assignee appoints and authorizes the Computation Agent to act as Computation Agent on its behalf and to exercise such powers and discretion under this Agreement, any other Credit Document or any other document executed in connection herewith or therewith as are delegated to the Computation Agent by the terms hereof or thereof, together with such powers and discretion as are reasonably incidental thereto; (vii) such assignee appoints and authorizes the Collateral Agent to act as Collateral Agent on its behalf and to exercise such powers and discretion under this Agreement, any other Credit Document or any other document executed in connection herewith or therewith as are delegated to the Collateral Agent by the terms hereof or thereof, together with such powers and discretion as are reasonably incidental thereto; (viii) such assignee appoints and authorizes the PV Determination Agent to act as PV Determination Agent on its behalf and to exercise such powers and discretion under this Agreement, any other Credit Document or any other document executed in connection herewith or therewith as are delegated to the PV Determination Agent by the terms hereof or thereof, together with such powers and discretion as are reasonably incidental

thereto; and (ix) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Bank.

(c) The Administrative Agent shall maintain a copy of each Transfer Agreement delivered to it and a register for the recordation of the names and addresses of each Bank and the outstanding Qualifying Hedges (the "Register"). The entries in the Register made pursuant to this Section 8.5(c) shall be conclusive and binding for all purposes, absent manifest error, and the Credit Parties, the Agents, and the Banks may treat as a Bank each Person whose name is recorded in the Register as a Bank hereunder for all purposes of this Agreement. The Register shall be available for inspection by any Credit Party, any Agent or any Bank at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a Transfer Agreement or a New Bank Agreement, the Administrative Agent shall record the information contained therein in the Register and give prompt notice thereof to the Banks and other Agents.

(e) Each Bank may sell participations to one or more banks or other entities (other than the Credit Parties or any of their Affiliates) in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of the Obligations held by it); provided, that (i) such Bank's obligations under this Agreement shall remain unchanged, (ii) such Bank shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Bank shall remain the holder of any such Obligations for all purposes of this Agreement, (iv) the Credit Parties, the Agents, and the other Banks shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement, (v) all amounts payable under this Agreement shall be calculated as if such Bank had not sold such participation, and (vi) the terms of any such participation shall not restrict such Bank's ability to consent to any departure by any Credit Party herefrom without the approval of the participant, except that the approval of the participant may be required to the extent that such amendment, waiver or consent would reduce any amounts payable hereunder, in each case to the extent subject to such participation, or postpone any date fixed for any payment of any amount payable hereunder, in each case to the extent subject to such participation.

SECTION 8.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Additionally, as contemplated by Sections 8-110(e)(1) and 9-304(b)(1) of the New York Uniform Commercial Code, it is agreed that New York is the Collateral Agent's jurisdiction for purposes of the New York Uniform Commercial Code.

SECTION 8.7 Interest. It is the intention of the parties hereto that each Agent and each Bank shall conform strictly to usury laws applicable to it, if any. Accordingly, if the transactions with any Agent or any Bank contemplated hereby would be usurious under applicable law, then, in that event, notwithstanding anything to the contrary in any Credit Document or any other agreement entered into in connection with or as security for any Credit Document, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received by such Agent, or such Bank, as the case may be, under any Credit Document or under any other agreement entered into in connection with or as security for any Credit Document shall under no circumstances exceed the maximum amount allowed by such applicable law and any excess shall be canceled automatically and, if theretofore paid, shall at the option of such Agent, or such Bank, as the case may be, be credited by such Agent or such Bank, as the case may be, on the principal amount of the obligations owed to such Agent or such Bank, as the case may be, by the applicable Credit Party or refunded by such Agent or such Bank, as the case may be, to the applicable Credit Party, and (ii) in the event that the maturity of any obligation payable to such Agent or such Bank, as the case may be, is accelerated or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to such Agent or such Bank, as the case may be, may never

include more than the maximum amount allowed by such applicable law and excess interest, if any, to such Agent or such Bank, as the case may be, provided for in this Agreement or otherwise shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall, at the option of such Agent or such Bank, as the case may be, be credited by such Agent or such Bank, as the case may be, on the principal amount of the obligations owed to such Agent or such Bank, as the case may be, by the applicable Credit Party or refunded by such Agent or such Bank, as the case may be, to the applicable Credit Party.

SECTION 8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart of a signature page hereof by telecopier shall be as effective as delivery of an original executed counterpart hereof.

SECTION 8.9 Survival of Agreements, Representations and Warranties, Etc. All warranties, representations and covenants made by any Credit Party or any Authorized Officer of any Credit Party herein or in any certificate or other document delivered in connection with this Agreement shall be considered to have been relied upon by the Banks and the Agents and shall survive the execution and delivery of any Credit Document, regardless of any investigation.

SECTION 8.10 Confidentiality. Each Bank agrees that it will not disclose without the prior consent of the Counterparty (other than to employees, auditors, accountants, counsel or other professional advisors of any Agent or any Bank) any information with respect to the Credit Parties, which is furnished pursuant to this Agreement; provided that any Bank may disclose any such information (1) as has become generally available to the public, (2) as may be required or appropriate in any report, statement or testimony submitted to or required by any regulatory body having or claiming to have jurisdiction over such Bank or submitted to or required by the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (3) as may be required or appropriate in response to any summons or subpoena in connection with any litigation, (4) in order to comply with any law, order, regulation or ruling applicable to such Bank, (5) to the prospective transferee or grantee in connection with any contemplated transfer of any interest herein by such Bank; provided that such prospective transferee executes an agreement with or for the benefit of the Counterparty containing provisions substantially identical to those contained in this Section 8.10, (6) in connection with the exercise of any remedy by such Bank following an Event of Default, (7) in connection with any litigation involving such Bank pertaining to this Agreement or any of the other Credit Documents or any other document delivered in connection herewith, (8) to any Bank, any Designated Affiliate of a Bank or any Agent, (9) to any affiliate of any Bank; provided that such affiliate has agreed with or for the benefit of the Credit Parties to be bound by provisions substantially identical to those contained in this Section 8.10 or (10) to TWC or any of its Subsidiaries.

SECTION 8.11 Waiver of Jury Trial. **The Credit Parties, the Agents and the Banks hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, any other Credit Document or any of the transactions contemplated hereby.**

SECTION 8.12 Severability. In the event any one or more of the provisions contained in this Agreement, any New Bank Agreement or any document that amends, waives or otherwise modifies this Agreement or any New Bank Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8.13 **Forum Selection and Consent to Jurisdiction; Damages.** Any litigation based hereon, or arising out of, under, or in connection with, any Credit Document, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any Agent, any Bank or any Credit Party in connection herewith or therewith may be brought and maintained in the courts of the State of New York sitting in the County of New York or in the United States District Court for the Southern District of New York; provided, however, that any suit seeking enforcement against any security may be brought, at the Collateral Agent's option, in the courts of any jurisdiction where such security may be found. The Credit Parties irrevocably consent to the service of process by registered mail, postage prepaid, or by personal service within or without the State of New York at the address for notices specified in accordance with Section 8.2. The Credit Parties hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection which they may have or hereafter may have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. To the extent that any Credit Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, such Credit Party hereby irrevocably waives to the fullest extent permitted by law such immunity in respect of its obligations under the Credit Documents. Each of the Credit Parties, the Agents and the Banks hereby irrevocably and unconditionally waives, to the fullest extent it may effectively do so under applicable law, any right it may have to claim or recover in any action or proceeding referred to in this Section 8.13 any exemplary or punitive damages.

SECTION 8.14 **Right of Set-off.** Upon (i) the occurrence and during the continuance of any Event of Default and (ii) the making of the request or the granting of the consent specified by Section 6.1 to authorize the Administrative Agent to take any action pursuant to Section 6.1, each Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Bank to or for the credit or the account of any Credit Party against any and all of the Obligations of such Credit Party now or hereafter existing, irrespective of whether or not such Bank shall have made any demand under this Agreement or any other Credit Document and although such Obligations may be unmaturing. Each Bank agrees promptly to notify such Credit Party and the Administrative Agent after such set-off and application made by such Bank, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Bank under this Section 8.14 are in addition to other rights and remedies (including other rights of set-off) which such Bank may have.

SECTION 8.15 **Separateness.** The Credit Parties acknowledge that the Banks are entering into the transactions contemplated by this Agreement in reliance upon each Credit Party's identity as a legal entity that is separate from each other Credit Party, each affiliate thereof and each other Person. Each Credit Party agrees to maintain itself as a separate legal entity.

ARTICLE IX GUARANTY

SECTION 9.1 **Guaranty.** The Guarantor hereby unconditionally and irrevocably guarantees the punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all Obligations. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts which constitute part of the Obligations even if such Obligations are declared unenforceable or not allowable in a bankruptcy, reorganization, or similar proceeding involving the Counterparty or any guarantor of any portion of the Obligations (collectively such guarantors together with the Guarantor and

the Counterparty are referred to herein as the “Obligors”). This Article IX constitutes a guarantee of payment, and the Guarantor is primarily liable for the payment of the Obligations. In the event that the Administrative Agent wishes to enforce the guarantee contained in this Section 9.1 against the Guarantor, it shall make written demand for payment from the Guarantor, provided that no such demand shall be required if the Guarantor is in bankruptcy, liquidation, or other insolvency proceedings of if doing so would otherwise violate any stay, order or law, and provided further that failure by the Administrative Agent to make such demand shall not affect the Guarantor’s obligations under this Agreement. The Guarantor shall make each payment to be made by it hereunder promptly following demand therefor.

SECTION 9.2 Limit of Liability. The liabilities and obligations of the Guarantor hereunder shall be limited to an aggregate amount equal to the largest amount that would not render the Guarantor’s obligations hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.

SECTION 9.3 Guaranty Absolute. The Guarantor guarantees that the Obligations will be paid and performed strictly in accordance with the Credit Documents, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Obligations or the rights of any Person with respect thereto. The obligations of the Guarantor under this Agreement are independent of the Obligations in each and every particular, and a separate action or actions may be brought and prosecuted against any other Obligor, or any other Person, regardless of whether any other Obligor or any other Person is joined in any such action or actions. The liability of the Guarantor under this Agreement shall be absolute and unconditional irrespective of:

(a) The lack of validity or unenforceability of the Obligations or any Credit Document (other than this Agreement against the Guarantor) for any reason whatsoever, including that the act of creating the Obligations is ultra vires, that the officers or representatives executing the documents creating the Obligations exceeded their authority, that the Obligations violate usury or other laws, or that any Obligor has defenses to the payment of the Obligations, including breach of warranty, statute of frauds, bankruptcy, statute of limitations, lender liability, or accord and satisfaction;

(b) Any change in the time, manner, or place of payment or delivery of, or in any term of, any of the Obligations, any increase, reduction, extension, or rearrangement of the Obligations, any amendment, supplement, or other modification of the Credit Documents, or any waiver or consent granted under the Credit Documents, including waivers of the payment and performance of the Obligations;

(c) Any release, exchange, subordination, waste, or other impairment (including negligent, willful, unreasonable, or unjustifiable impairment) of any collateral securing payment of the Obligations; the failure of any Agent, any Bank or any other Person to exercise diligence or reasonable care in the preservation, protection, enforcement, sale, or other handling of any collateral; the fact that any Lien or assignment related to any collateral for the Obligations shall not be properly perfected, or shall prove to be unenforceable or subordinate to any other Lien or assignment;

(d) Any full or partial release of any Obligor (other than the full or partial release of the Guarantor);

(e) The failure to apply or the manner of applying payments, collateral or the proceeds of collateral against the Obligations;

(f) Any change in the existence, organization or structure of any Obligor; any change in the shareholders, directors, or officers of any Obligor; or the insolvency, bankruptcy, liquidation, or

dissolution of any Obligor or any defense that may arise in connection with or as a result of any such insolvency, bankruptcy, liquidation or dissolution;

(g) The failure to give notice of any extension of credit made by any Bank or other Person to any Obligor, notice of acceptance of any guaranty contemplated by this Agreement, notice of any amendment, supplement, or other modification of any Credit Document, notice of the execution of any document or agreement creating new Obligations, notice of any default or event of default, however denominated, under the Credit Documents, notice of intent to demand, notice of demand, notice of presentment for payment, notice of nonpayment, notice of intent to protest, notice of protest, notice of grace, notice of dishonor, notice of intent to accelerate, notice of acceleration, notice of bringing of suit, notice of any Person's transfer of Obligations, notice of the financial condition of or other circumstances regarding any Obligor, notice of any Present Value Deficiency or any other notice of any kind;

(h) Any payment or grant of collateral by any Obligor to any Bank, Agent or other Person being held to constitute a preference under bankruptcy laws, or for any reason any Bank, Agent or other Person is required to refund such payment or release such collateral;

(i) Any other action taken or omitted which affects the Obligations, whether or not such action or omission prejudices the Guarantor or increases the likelihood that the Guarantor will be required to pay the Obligations pursuant to the terms hereof;

(j) The fact that all or any of the Obligations cease to exist by operation of law, including by way of discharge, limitation or tolling thereof under applicable bankruptcy laws;

(k) Any claim or right of set-off that the Guarantor may have; and

(l) Any other circumstances which might otherwise constitute a defense available to, or a discharge of any Obligor or other surety (other than the termination of this Article IX in accordance with Section 9.5).

SECTION 9.4 Certain Rights and Waivers.

(a) Notice and Other Remedies. The Guarantor hereby waives promptness, diligence, notice of acceptance, notice of acceleration, notice of intent to accelerate, and any other notice with respect to any of the Obligations and this Agreement and any requirement that any Bank, Agent or other Person protect, secure, perfect or insure any security interest or other Lien or any property subject thereto or exhaust any right to take any action against any Obligor or any other Person or any collateral.

(b) Waiver of Subrogation and Contribution; Indemnity.

(i) Until such time as the Obligations are irrevocably paid in full and each guaranty granted in this Article IX is terminated in accordance with Section 9.5, the Guarantor hereby irrevocably waives any claim or other rights which it may acquire against any Obligor that arise from the Guarantor's obligations under this Agreement or any other Credit Document or the payment thereof, including any right of subrogation (including any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509), reimbursement, exoneration, contribution or indemnification, or any right to participate in any claim or remedy of any Bank, Agent or other Person against any Obligor, or any collateral which any Bank, Agent or other Person now has or hereafter acquires. If any amount shall be paid to the Guarantor in violation of the preceding sentence and the Obligations shall not have been paid in full or any guaranty granted in this Article IX shall not have been terminated in accordance with Section 9.5, such amount shall be held in trust for the benefit of the obligees of the Obligations and shall

promptly be paid to the Administrative Agent to be applied to the Obligations, whether matured or unmatured, in accordance with Section 2.2(a) and Section 2.9. The Guarantor acknowledges that it will receive direct and indirect benefits from the arrangements contemplated by the Credit Documents and that the waiver set forth in this Section 9.4(b) is knowingly made in contemplation of such benefits.

(ii) The Guarantor agrees that, to the extent that any Credit Party makes payments to the Administrative Agent or any other obligee of the Obligations, or the Administrative Agent or any such obligee receives any proceeds of collateral, and such payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, or otherwise required to be repaid, then to the extent of such repayment the obligations of the Guarantor hereunder shall be reinstated and continued in full force and effect as of the date such initial payment or collection of proceeds occurred. **The Guarantor shall indemnify each Agent, each Bank, each Joint Lead Arranger and each affiliate thereof and their respective directors, officers, employees and agents from, and discharge, release, and hold each of them harmless against, any and all losses, liabilities, penalties, actions, judgments, suits, costs, disbursements, claims or damages to which any of them may become subject, insofar as such losses, liabilities, penalties, actions, judgments, suits, costs, disbursements, claims or damages arise out of or result from (1) any actual or proposed use by the Counterparty, or any affiliate of the Counterparty, of any Qualifying Hedge, (2) any breach by the Guarantor of any provision of any Credit Document, (3) any investigation, litigation or other proceeding (including any threatened investigation or proceeding) relating to the foregoing, or (4) any Environmental claim or requirement of Environmental Laws concerning or relating to the presently or previously-owned or operated properties, or the operations or business, of the Guarantor or any of its Subsidiaries, and the Guarantor shall reimburse each Agent, each Bank, each Joint Lead Arranger and each affiliate thereof and their respective directors, officers, employees and agents, upon demand, for any reasonable out-of-pocket expenses (including reasonable legal fees) incurred in connection with any such investigation, litigation or other proceeding; and such indemnification and reimbursement obligations expressly include any such losses, liabilities, penalties, actions, judgments, suits, costs, disbursements, claims, damages, or expenses incurred by reason of the negligence (other than gross negligence) of the Person being indemnified, but exclude any such losses, liabilities, penalties, actions, judgments, suits, costs, disbursements, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified.**

(iii) The Administrative Agent shall have the sole and absolute right to make demands, file suits and claims, engage in other proceedings and exercise any other rights or remedies available to collect amounts owed pursuant to the terms of the guaranties and indemnities set forth in this Article IX and shall do so on the instructions of the Required Banks, subject to Article VII, and the Administrative Agent shall not need the consent of any other Agent, any Bank or any other Person (other than the Required Banks) to do so.

(c) Modifications and Amendment to the Credit Documents. The parties to the Credit Documents shall have the right to amend or modify such Credit Documents without affecting the rights provided for in this Article IX.

SECTION 9.5 Continuing Guaranty. This Article IX is a continuing guaranty and shall (a) remain in full force and effect until the indefeasible payment in full and termination of the Obligations, the termination of all Qualifying Hedges, the removal by the Counterparty of all Banks as parties to the Credit Agreement and the giving of notice to the Administrative Agent by the Counterparty of such matters, (b) be binding upon the Guarantor and its respective successors and assigns, (c) inure to the benefit of each of the Agents, Banks and Joint Lead Arrangers and their respective successors, transferees and permitted assigns, and (d) not be terminated by the Guarantor or any other Person.

Without limiting the generality of the foregoing clause (c), any Bank may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement and the assignee shall thereupon become vested with all the benefits in respect thereof granted to such Bank herein or otherwise, provided that such assignment shall be subject to the limitations on assignments set forth in this Agreement. Upon the indefeasible payment in full and termination of the Obligations, the termination of all Qualifying Hedges, the removal by the Counterparty of all Banks as parties to the Credit Agreement and the giving of notice to the Administrative Agent by the Counterparty of such matters, each guaranty granted by this Article IX shall terminate. Upon any such termination hereof, the Administrative Agent will, at the Guarantor's expense, execute and deliver to the Guarantor such documents as the Guarantor shall reasonably request and take any other actions reasonably requested to evidence or effect such termination.

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

COUNTERPARTY:

WILLIAMS PRODUCTION RMT COMPANY

By: /s/ Gary R. Belitz
Name: Gary R. Belitz
Title: Vice President — Finance & Accounting

GUARANTOR:

WILLIAMS PRODUCTION COMPANY, LLC

By: /s/ Gary R. Belitz
Authorized Officer

ADMINISTRATIVE AGENT:

CITIBANK, N.A., as Administrative Agent and as Computation Agent

By: /s/ Todd J. Mogil
Authorized Officer

COMPUTATION AGENT:

CITIGROUP ENERGY INC., as Computation Agent

By: /s/ Joseph W. Toussaint
Authorized Officer

COLLATERAL AGENT and PV DETERMINATION AGENT:

CALYON NEW YORK BRANCH, as Collateral Agent and as PV Determination Agent

By: /s/ Darrell Stanley
Authorized Officer

By: /s/ Michael D. Willis
Authorized Officer

Signature Page to Credit Agreement

BANKS:

CITIBANK, N.A.

By: /s/ Todd J. Mogil
Authorized Officer

CALYON

By: /s/ Ricardo L. Gomes
Authorized Officer

By: /s/ Ian Cheung
Authorized Officer

Signature Page to Credit Agreement

The Williams Companies, Inc.
Computation of Ratio of Earnings to Fixed Charges

	Years Ended December 31,				
	2006	2005	2004 (Dollars in millions)	2003	2002
Earnings:					
Income (loss) from continuing operations before income taxes and cumulative effect of change in accounting principles	\$ 539.1	\$ 531.3	\$ 224.5	\$ (62.8)	\$ (908.7)
Minority interest in income and preferred returns of consolidated subsidiaries	40.0	25.7	21.4	19.4	41.8
Less: Equity earnings	(98.9)	(65.6)	(49.9)	(20.3)	(73.0)
Income from continuing operations before income taxes and cumulative effect of change in accounting principles, minority interest in income and preferred returns of consolidated subsidiaries and equity earnings	480.2	491.4	196.0	(63.7)	(939.9)
Add:					
Fixed charges:					
Interest accrued, including proportionate share from 50% owned investees	700.4	684.7	838.5	1,298.3	1,172.4
Rental expense representative of interest factor	15.5	19.2	19.7	26.7	23.8
Preferred distributions	—	—	—	47.8	58.1
Total fixed charges	715.9	703.9	858.2	1,372.8	1,254.3
Distributed income of equity-method investees	113.0	107.7	60.5	21.5	81.3
Less:					
Capitalized interest	(17.2)	(7.2)	(6.7)	(45.5)	(27.3)
Preferred distributions	—	—	—	(47.8)	(58.1)
Total earnings as adjusted	<u>\$ 1,291.9</u>	<u>\$ 1,295.8</u>	<u>\$ 1,108.0</u>	<u>\$ 1,237.3</u>	<u>\$ 310.3</u>
Fixed charges	<u>715.9</u>	<u>703.9</u>	<u>\$ 858.2</u>	<u>\$ 1,372.8</u>	<u>\$ 1,254.3</u>
Ratio of earnings to fixed charges	<u>1.80</u>	<u>1.84</u>	<u>1.29</u>	<u>(a)</u>	<u>(a)</u>

(a) Earnings were inadequate to cover fixed charges by \$135.5 million for the year ended December 31, 2003, and \$944.0 million for the year ended December 31, 2002.

ENTITY	JURISDICTION
ACCROVEN SRL	Barbados
Alliance Canada Marketing L.P.	Alberta
Alliance Canada Marketing LTD	Alberta
Apco Argentina, Inc.	Cayman Islands
Apco Argentina, S.A.	Argentina
Apco Properties Ltd.	Cayman Islands
Arctic Fox Assets, Inc.	Delaware
Aspen Products Pipeline LLC	Delaware
Aux Sable Canada Ltd.	Alberta
Aux Sable Canada LP	Alberta
Aux Sable Liquid Products Inc.	Delaware
Aux Sable Liquid Products LP	Alberta
Bargath Inc.	Colorado
Barrett Fuels Corporation	Delaware
Barrett Resources International Corporation	Delaware
Baton Rouge Fractionators LLC	Delaware
Baton Rouge Pipeline LLC	Delaware
Beech Grove Processing Company	Tennessee
Bison Royalty LLC	Delaware
Black Marlin Pipeline Company	Texas
Carbon County UCG, Inc.	Delaware
Carbonate Trend Pipeline LLC	Delaware
Cardinal Operating Company	Delaware
Cardinal Pipeline Company, LLC	North Carolina
Castle Associates, L.P.	Delaware
Chacahoula Natural Gas Storage, LLC	Delaware
Choctaw Natural Gas Storage, LLC	Delaware
ChoiceSeat, L.L.C.	Delaware
Diamond Elk, LLC	Colorado
Discovery Gas Transmission LLC	Delaware
Discovery Producer Services LLC	Delaware
Distributed Power Solutions L.L.C.	Delaware
E-Birchtree, LLC	Delaware
Eagle Gas Services, Inc.	Ohio
ESPAGAS USA, Inc.	Delaware
ESPAGAS, S.A. de C.V.	Mexico
F T & T, Inc.	Delaware
Fishhawk Ranch, Inc.	Florida
FleetOne Inc.	Delaware
Garrison, L.L.C.	Delaware
Gas Supply, L.L.C.	Delaware

ENTITY	JURISDICTION
Georgia Strait Crossing Pipeline LP	Utah
Goebel Gathering Company, L.L.C.	Delaware
GSX Operating Company, LLC	Delaware
GSX Pipeline, LLC	Delaware
GSX Western Pipeline Company	Delaware
Gulf Liquids Holdings LLC	Delaware
Gulf Liquids New River Project LLC	Delaware
Gulf Star Deepwater Services, LLC	Delaware
Gulfstream Management & Operating Services, L.L.C.	Delaware
Gulf Stream Natural Gas System, L.L.C.	Delaware
Hazleton Fuel Management Company	Delaware
Hazleton Pipeline Company	Delaware
HI-BOL Pipeline Company	Delaware
Inland Ports, Inc.	Tennessee
Kiowa Gas Storage, L.L.C.	Delaware
Laughton, L.L.C.	Delaware
Liberty Operating Company	Delaware
Longhorn Enterprises of Texas, Inc.	Delaware
MAPCO Alaska Inc.	Alaska
MAPCO Energy Services, L.L.C.	Delaware
MAPCO Inc.	Delaware
MAPL Investments, Inc.	Delaware
Marsh Resources, Inc.	Delaware
Mid-Continent Fractionation and Storage, LLC	Delaware
Millennium Energy Fund, L.L.C.	Delaware
Mockingbird Pipeline, L.P.	Delaware
Moriche Bank Ltd.	Barbados
Northwest Alaskan Pipeline Company	Delaware
Northwest Argentina Corporation	Utah
Northwest Land Company	Delaware
Northwest Pipeline Corporation	Delaware
Opal TXP-4 Company, LLC	Delaware
Pacific Connector Gas Pipeline, LLC	Delaware
Pacific Connector Gas Pipeline, LP	Delaware
Parkco Two, L.L.C.	Oklahoma
Piceance Production Holdings LLC	Delaware
Pine Needle LNG Company, LLC	North Carolina
Pine Needle Operating Company	Delaware
Rainbow Resources, Inc.	Colorado
Reserveco Inc.	Delaware
Rio Vista Energy Marketing Company, L.L.C.	Delaware
Rulison Production Company LLC	Delaware
Silver State Resources Management, LLC	Delaware
Snow Goose Associates, L.L.C.	Delaware
Sociedad Williams Enbridge y Compania	Venezuela
Solutions EMT, Inc.	Texas

ENTITY	JURISDICTION
South Louisiana Pipeline, LLC	Delaware
SPV, L.L.C.	Oklahoma
TGPL Enterprises, Inc.	Delaware
TGPL Enterprises, LLC	Delaware
TXG Gas Marketing Company	Delaware
Tennessee Processing Company	Delaware
The Tennessee Coal Company	Delaware
Thermogas Energy, LLC	Delaware
TouchStar Technologies, L.L.C.	Delaware
Touchstar Energy Technologies, Inc.	Texas
Touchstar Technologies Pty Ltd.	South Africa
TransCardinal Company	Delaware
TransCarolina LNG Company	Delaware
Transco Coal Gas Company	Delaware
Transco Cross Bay Company	Delaware
Transco Energy Company	Delaware
Transco Energy Investment Company	Delaware
Transco Exploration Company	Delaware
Transco Gas Company	Delaware
Transco Liberty Pipeline Company	Delaware
Transco P-S Company	Delaware
Transco Resources, Inc.	Delaware
Transco Terminal Company	Delaware
Transco Tower Realty, Inc.	Delaware
Transcontinental Gas Pipe Line Corporation	Delaware
Transeastern Gas Pipeline Company, Inc.	Delaware
Tulsa Williams Company	Delaware
Valley View Coal, Inc.	Tennessee
Volunteer — Williams, L.L.C.	Delaware
WCG NOTE CORP., INC.	Delaware
WEM&T Trading GmbH	Austria
WFS — Liquids Company	Delaware
WFS — NGL Pipeline Company, Inc.	Delaware
WFS — Pipeline Company	Delaware
WFS Enterprises, Inc.	Delaware
WFS Gathering Company, L.L.C.	Delaware
WGP Enterprises, Inc.	Delaware
WGP Gulfstream Pipeline Company, L.L.C.	Delaware
WGP International Canada, Inc.	New Brunswick
WHBC Holdings, LLC	Delaware
WHBC, LLC	Delaware
WHD Enterprises, LLC	Delaware
WPX Enterprises, Inc.	Delaware
WPX Gas Resources Company	Delaware
Williams Acquisition Holding Company, Inc. (Del)	Delaware
Williams Acquisition Holding Company, Inc. (NJ)	New Jersey

ENTITY	JURISDICTION
Williams Aircraft, Inc.	Delaware
Williams Alaska Petroleum, Inc.	Alaska
Williams Alliance Canada Marketing, Inc.	New Brunswick
Williams Arkoma Gathering Company, LLC	Delaware
Williams Barnett Gathering System, LP	Texas
Williams Cove Point, Inc.	Delaware
Williams Discovery Pipeline, LLC	Delaware
Williams Distributed Power Services, Inc.	Delaware
Williams Energy Canada, Inc.	New Brunswick
Williams Energy Company	Delaware
Williams Energy European Services Ltd.	United Kingdom
Williams Energy Marketing & Trading Canada, Inc.	New Brunswick
Williams Energy Marketing & Trading Europe Ltd	England
Williams Energy Marketing & Trading Holdings UK Ltd.	United Kingdom
Williams Energy Network, Inc.	Delaware
Williams Energy Services, LLC	Delaware
Williams Energy Solutions, Inc.	Delaware
Williams Energy, L.L.C.	Delaware
Williams Equities, Inc.	Delaware
Williams Exploration Company	Delaware
Williams Express, Inc. (AK)	Alaska
Williams Express, Inc.	Delaware
Williams Fertilizer, Inc.	Delaware
Williams Field Services — Gulf Coast Company, L.P.	Delaware
Williams Field Services Company, LLC	Delaware
Williams Field Services Group, LLC	Delaware
Williams Flexible Generation, LLC	Delaware
Williams Four Corners, LLC	Delaware
Williams GP LLC	Delaware
Williams GSR, L.L.C.	Delaware
Williams Gas Company	Delaware
Williams Gas Energy, Inc.	Delaware
Williams Gas Pipeline Company, LLC	Delaware
Williams Gas Processing — Gulf Coast Company, L.P.	Delaware
Williams Generation Company — Hazleton	Delaware
Williams Global Energy Cayman Limited	Cayman Islands
Williams Global Holdings Company	Delaware
Williams GmbH	Austria
Williams Gulf Coast Gathering Company, LLC	Delaware
Williams Headquarters Building Company	Delaware
Williams Headquarters Building, L.L.C.	Delaware
Williams Holdings GmbH	Austria
Williams Hugoton Compression Services, Inc.	Delaware
Williams Indonesia, L.L.C.	Delaware
Williams Information Technology, Inc.	Delaware
Williams International Bermuda Limited	Bermuda

ENTITY	JURISDICTION
Williams International Company	Delaware
Williams International Ecuadorian Ventures Bermuda Limited	Bermuda
Williams International El Furrial Limited	Cayman Islands
Williams International Investments Cayman Limited	Cayman Islands
Williams International Jose Limited	Cayman Islands
Williams International Oil & Gas Venezuela Limited	Cayman Islands
Williams International Pigap Limited	Cayman Islands
Williams International Services Company	Nevada
Williams International Telecom Limited	Delaware
Williams International Telecommunications	Cayman Islands
Williams International Venezuela Limited	Cayman Islands
Williams International Ventures Bermuda Ltd.	Bermuda
Williams Learning Center, Inc.	Delaware
Williams Longhorn Holdings, LLC	Delaware
Williams Memphis Terminal, Inc.	Delaware
Williams Merchant Services Company, Inc.	Delaware
Williams Mid-South Pipelines, LLC	Delaware
Williams Midstream Marketing and Risk Management, LLC	Delaware
Williams Midstream Natural Gas Liquids, Inc.	Delaware
Williams Mobile Bay Producer Services, L.L.C.	Delaware
Williams Natural Gas Liquids Canada, Inc.	Alberta
Williams Natural Gas Liquids, Inc.	Delaware
Williams Natural Gas Storage, LLC	Delaware
Williams New Soda, Inc.	Delaware
Williams Oil Gathering, L.L.C.	Delaware
Williams Olefins Feedstock Pipelines, L.L.C.	Delaware
Williams Olefins, L.L.C.	Delaware
Williams One-Call Services, Inc.	Delaware
Williams Pacific Connector Gas Operator, LLC	Delaware
Williams Pacific Connector Gas Pipeline, LLC	Delaware
Williams Partners Finance Corporation	Delaware
Williams Partners GP LLC	Delaware
Williams Partners Holdings LLC	Delaware
Williams Partners, L.P.	Delaware
Williams Partners Operating LLC	Delaware
WILLIAMS PETROLEOS ESPAÑA, S.L.	Spain
Williams Petroleum Pipeline Systems, Inc.	Delaware
Williams Petroleum Services, LLC	Delaware
Williams Pipeline Services Company	Delaware
Williams Power Company, Inc.	Delaware
Williams Production — Gulf Coast Company, L.P.	Delaware
Williams Production Company, LLC	Delaware
Williams Production Holdings LLC	Delaware
Williams Production Mid-Continent Company	Oklahoma
Williams Production RMT Company	Delaware
Williams Production Rocky Mountain Company	Delaware

ENTITY	JURISDICTION
Williams Refining & Marketing, L.L.C.	Delaware
Williams Relocation Management, Inc.	Delaware
Williams Resource Center, L.L.C.	Delaware
Williams Risk Holdings, L.L.C.	Delaware
Williams Risk Management L.L.C.	Delaware
Williams Soda Holdings, LLC	Delaware
Williams Sodium Products Company	Delaware
Williams Strategic Sourcing Company	Delaware
Williams Strategic Ventures, LLC	Delaware
Williams TravelCenters, Inc.	Delaware
Williams Underground Gas Storage Company	Delaware
Williams WPC — I, Inc.	Delaware
Williams WPC — II, Inc.	Delaware
Williams WPC International Company	Delaware
Williams Western Holding Company, Inc.	Delaware
Williams Wireless, Inc.	Delaware
WilMart, Inc.	Delaware
WilPro Energy Services El Furrial Limited	Cayman Islands
WilPro Energy Services Pigap II Limited	Cayman Islands
Worldwide Services Limited	Cayman Islands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following registration statements on Form S-3 and Form S-4, and related prospectuses of The Williams Companies, Inc. and in the following registration statements on Form S-8 of our reports dated February 22, 2007, with respect to the consolidated financial statements and schedule of The Williams Companies, Inc., The Williams Companies, Inc. management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of The Williams Companies, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2006:

Form S-3:

Registration Statement Nos. 333-20927, 333-20929, 333-27311, 333-29185, 333-35097, 333-35101, 333-70394, 333-85540, 333-106504, and 333-134293

Form S-4:

Registration Statement Nos. 333-57416, 333-63202, 333-72982, 333-85568, 333-101788, and 333-129779

Form S-8:

Registration No. 33-58671 — The Williams Companies, Inc. Stock Plan for Nonofficer Employees

Registration No. 33-58971 — Transco Energy Company Thrift Plan

Registration No. 333-03957 — The Williams Companies, Inc. 1996 Stock Plan for Non-Employee Directors

Registration No. 333-11151 — The Williams Companies, Inc. 1996 Stock Plan

Registration No. 333-40721 — The Williams Companies, Inc. 1996 Stock Plan for Nonofficer Employees

Registration No. 333-51994 — The Williams Companies, Inc. 1996 Stock Plan for Nonofficer Employees

Registration No. 333-66474 — The Williams Companies, Inc. 2001 Stock Plan

Registration No. 333-76929 — The Williams International Stock Plan

Registration No. 333-85542 — The Williams Investment Plus Plan

Registration No. 333-85546 — The Williams Companies, Inc. 2002 Incentive Plan

/s/ Ernst & Young LLP

Tulsa, Oklahoma
February 22, 2007

CONSENT OF INDEPENDENT PETROLEUM ENGINEERS AND GEOLOGISTS

We hereby consent to the incorporation by reference to our audit letters dated as of December 31, 2006, each of which is included in the Annual Report on Form 10-K of The Williams Companies for the year ended December 31, 2006. We also consent to the reference to us under the heading of experts in such Annual Report.

NETHERLAND, SEWELL & ASSOCIATES, INC.

By: /s/ Frederic D. Sewell

Frederic D. Sewell

Chairman and Chief Executive Officer

Dallas, Texas
February 26, 2007

MILLER AND LENTS, LTD.

CONSENT OF INDEPENDENT PETROLEUM ENGINEERS AND GEOLOGISTS

We hereby consent to the incorporation by reference to our reserve reports dated as of December 31, 2006, 2005, and 2004, each of which is included in the Annual Report on Form 10-K of The Williams Companies for the year ended December 31, 2006. We also consent to the reference to us under the heading of "Experts" in such Annual Report.

MILLER AND LENTS, LTD.

By /s/ George Schaefer

George Schaefer
Senior Vice President

February 12, 2007

THE WILLIAMS COMPANIES, INC.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each of the undersigned individuals, in their capacity as a director or officer, or both, as hereinafter set forth below their signature, of THE WILLIAMS COMPANIES, INC., a Delaware corporation ("Williams"), does hereby constitute and appoint JAMES J. BENDER and BRIAN K. SHORE their true and lawful attorneys and each of them (with full power to act without the others) their true and lawful attorneys for them and in their name and in their capacity as a director or officer, or both, of Williams, as hereinafter set forth below their signature, to sign Williams' Annual Report to the Securities and Exchange Commission on Form 10-K for the fiscal year ended December 31, 2006, and any and all amendments thereto or all instruments necessary or incidental in connection therewith; and

THAT the undersigned Williams does hereby constitute and appoint JAMES J. BENDER and BRIAN K. SHORE its true and lawful attorneys and each of them (with full power to act without the others) its true and lawful attorney for it and in its name and on its behalf to sign said Form 10-K and any and all amendments thereto and any and all instruments necessary or incidental in connection therewith.

Each of said attorneys shall have full power of substitution and resubstitution, and said attorneys or any of them or any substitute appointed by any of them hereunder shall have full power and authority to do and perform in the name and on behalf of each of the undersigned, in any and all capacities, every act whatsoever requisite or necessary to be done in the premises, as fully to all intents and purposes as each of the undersigned might or could do in person, the undersigned hereby ratifying and approving the acts of said attorneys or any of them or of any such substitute pursuant hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument, all as of the 26th day of January, 2007.

/s/ Steven J. Malcolm

Steven J. Malcolm
Chairman of the Board
President and
Chief Executive Officer
(Principal Executive Officer)

/s/ Donald R. Chappel

Donald R. Chappel
Senior Vice President
and Chief Financial Officer
(Principal Financial Officer)
(Principal Accounting Officer)

/s/ Ted T. Timmermans

Ted T. Timmermans
Controller
(Principal Accounting Officer)

/s/ Kathleen B. Cooper

Kathleen B. Cooper
Director

/s/ William R. Granberry

William R. Granberry
Director

/s/ Juanita H. Hinshaw

Juanita H. Hinshaw
Director

/s/ Charles M. Lillis

Charles M. Lillis
Director

/s/ William G. Lowrie

William G. Lowrie
Director

/s/ Irl F. Engelhardt

Irl F. Engelhardt
Director

/s/ William E. Green

William E. Green
Director

/s/ W. R. Howell

W. R. Howell
Director

/s/ George A. Lorch

George A. Lorch
Director

/s/ Frank T. MacInnis

Frank T. MacInnis
Director

/s/ Janice D. Stoney

Janice D. Stoney
Director

THE WILLIAMS COMPANIES, INC.

By: /s/ James J. Bender

James J. Bender
Senior Vice President

ATTEST:

/s/ Brian K. Shore

Brian K. Shore
Secretary

THE WILLIAMS COMPANIES, INC.

Secretary's Certificate

I, the undersigned, BRIAN K. SHORE, Secretary of THE WILLIAMS COMPANIES, INC., a Delaware corporation (hereinafter called the "Company"), do hereby certify that at a regular meeting of the Board of Directors of the Company, duly convened and held on January 26, 2007, at which a quorum of said Board was present and acting throughout, the following resolutions were duly adopted:

RESOLVED that the Chairman of the Board, the President, any Senior Vice President and the Controller of the Company be, and each of them hereby is, authorized and empowered to execute a Power of Attorney for use in connection with the execution and filing for and on behalf of the Company, under the Securities Exchange Act of 1934, of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of The Williams Companies, Inc. this 26th day of January, 2007.

/s/ Brian K. Shore

Brian K. Shore
Secretary

[SEAL]

SECTION 302 CERTIFICATION

I, Steven J. Malcolm, certify that:

1. I have reviewed this annual report on Form 10-K of The Williams Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2007

/s/ Steven J. Malcolm

Steven J. Malcolm
President and Chief Executive Officer
(Principal Executive Officer)

SECTION 302 CERTIFICATION

I, Donald R. Chappel, certify that:

1. I have reviewed this annual report on Form 10-K of The Williams Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2007

/s/ Donald R. Chappel

 Donald R. Chappel
 Senior Vice President
 and Chief Financial Officer
 (Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of The Williams Companies, Inc. (the "Company") on Form 10-K for the period ending December 31, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned hereby certifies, in his capacity as an officer of the Company, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Steven J. Malcolm

Steven J. Malcolm
Chief Executive Officer
February 28, 2007

/s/ Donald R. Chappel

Donald R. Chappel
Chief Financial Officer
February 28, 2007

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Report and shall not be considered filed as part of the Report.