

**Must be Postmarked
No Later Than
February 16, 2007**

**In re: Williams Securities Litigation
c/o The Garden City Group, Inc.
Settlement Administrator
P.O. Box 91185
Seattle, WA 98111-9285
1 (888) 366-5344**



PROOF OF CLAIM AND RELEASE

PART I: CLAIMANT IDENTIFICATION:

Claim Number: _____ Control Number: _____

REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date, **OR** if there is no preprinted data to the left, **YOU MUST** provide your current name and address here:

Address:

City/State/Zip:

Daytime Telephone Number: () - _____

Evening Telephone Number: () - _____

**Please fill in Social Security Number /
Taxpayer ID Number if box is blank:**

Check appropriate box:

- Individual/Sole Proprietor Pension Plan
- Corporation Partnership
- Trust IRA
- Other _____ (Specify)

**Claimant Name (as you would like the name to appear
on your check, if eligible for payment):**

**Corporation or Beneficiary on behalf of which the Claim is
being filed (if applicable):**

Email Address:

(Email address is not required, but if you provide it you authorize the Settlement Administrator to use it in providing you with information relevant to your claim.)

Check here if you believe there is a possibility that you fall within the definition of Excluded Persons as set forth in Section IV, Paragraph 1 below. If so, state the reasons you believe you may fall within the definition:

QUESTIONS? CALL TOLL-FREE (888) 366-5344 OR VISIT www.wmbsettlement.com



II. GENERAL INSTRUCTIONS

1. To recover as a Member of the Settlement Class based on your claims in the Litigation known as the WMB Subclass action captioned *In re: Williams Securities Litigation*, Case No. 02-CV-72-SPF (FHM), you must complete and, on page 9 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Litigation.
2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds.
3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE FEBRUARY 16, 2007, ADDRESSED AS FOLLOWS:

In re: Williams Securities Litigation
c/o The Garden City Group, Inc.
Settlement Administrator
P.O. Box 91185
Seattle, WA 98111-9285

If you are NOT a Member of the Settlement Class, as defined in the Notice of (1) Proposed Settlement of Securities Class Action, (2) Certification of a Settlement Class, (3) Settlement Hearing, (4) Application for Attorneys' Fees and Expenses, and (5) Proposed Plan of Allocation (the "Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Settlement Class, you are bound by the terms of any judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.
5. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:
 - (a) expressly state the capacity in which they are acting;
 - (b) identify the name, account number, Social Security/Taxpayer ID Number (or Employer Identification Number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Securities; and
 - (c) furnish herewith evidence of their authority to bind the person or entity on whose behalf they are acting to the Proof of Claim and Release and agree to furnish such additional information with respect to this Proof of Claim and Release as the Settlement Administrator, parties or the Court may require. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)
6. By submitting a signed Proof of Claim and Release, you will be swearing that:
 - (a) you are a Member of the Settlement Class or you are duly authorized to file this Proof of Claim and Release on behalf of such Settlement Class Member; and
 - (b) you own(ed) the Securities you have listed in the Proof of Claim and Release, or you are expressly authorized to act on behalf of the owner thereof.

III. DEFINITIONS

1. "Williams" means The Williams Companies, Inc.
2. "Individual Settling Defendants" means Keith Bailey, Jack McCarthy, Gary Belitz, Steven Malcolm, William E. Hobbs, Hugh M. Chapman, Thomas H. Cruikshank, W.R. Howell, Charles M. Lillis, Frank T. MacInnis, Peter C. Meinig, Janice D. Stoney, Glenn A. Cox, William E. Green, James C. Lewis, George Lorch, Gordon R. Parker and Joseph H. Williams.
3. "Underwriter Defendants" means Merrill Lynch & Co. Inc., Salomon Smith Barney Inc. n/k/a Citigroup Global Markets, Inc., Lehman Brothers Inc., Banc of America Securities LLC, Credit Suisse First Boston Corp. n/k/a Credit Suisse Securities (USA) LLC, CIBC World Markets Corp., Goldman, Sachs & Co., and UBS Warburg, LLC (n/k/a UBS Securities, LLC).
4. "Settling Defendants" means Ernst & Young LLP ("E&Y"), Williams, the Individual Settling Defendants, and the Underwriter Defendants.
5. Other capitalized terms used herein shall have the meaning ascribed to such terms as provided in the Stipulation and/or Notice.



IV. CLAIMANT IDENTIFICATION

1. If you purchased or acquired the following Williams Securities between July 24, 2000 and July 22, 2002, inclusive, and were allegedly injured thereby, and are not an Excluded Person as defined below, you are a Member of the Settlement Class: (i) Williams common stock in the open market; (ii) Williams common stock issued pursuant or traceable to a Prospectus, Prospectus Supplement, and Registration Statement declared effective by the SEC on or about January 16, 2001; (iii) Williams common stock issued pursuant or traceable to a Form S-4 Registration Statement declared effective by the SEC on or about June 15, 2001 in connection with the August 2, 2001 merger of Barrett Resources Corporation into Williams; (iv) Williams 2011 Notes and/or 2021 Notes issued pursuant or traceable to a Prospectus, Prospectus Supplement, and Registration Statement declared effective by the SEC on or about August 16, 2001 (the "August Notes"; and (v) FELINE PACS issued pursuant or traceable to a Prospectus, Prospectus Supplement, and Registration Statement declared effective by the SEC on or about January 7, 2002. Excluded from the Settlement Class are: Settling Defendants in the Litigation; members of the families of each of the Individual Settling Defendants; any parent, subsidiary, affiliate, partner, officer (having a title of senior vice president or above), executive, or director of any Settling Defendant during the Settlement Class Period; any entity in which any such excluded person has a controlling interest; and the legal representatives, heirs, successors and assigns of any such excluded person or entity. Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice. As used in this paragraph, "any entity in which any such excluded person has a controlling interest" means that any such entity is excluded from the Settlement Class to the extent that the entity itself had a proprietary (i.e. for its own account) interest in Williams securities. In the event that any such entity beneficially owned Williams securities in a fiduciary capacity or otherwise held Williams securities on behalf of third party clients or any employee benefit plans that otherwise fall within the class, such third party clients and employee benefit plans shall not be excluded from the Settlement Class, irrespective of the identity of the entity or person in whose name the Williams securities were beneficially owned or otherwise held. For example, Williams securities shall not be excluded from the Settlement Class to the extent held (i) in a registered or unregistered investment company (including a unit investment trust) for which an entity in which any defendant in the Litigation has a controlling interest serves as investment manager, investment adviser or depositor; or (ii) (a) in a life insurance company separate account, or (b) in a segment or subaccount of a life insurance company's general account to the extent associated with insurance contracts under which the insurer's obligation is determined by the investment return and/or market value of the assets held in such segment or subaccount. A Settling Defendant shall be deemed to have a "controlling interest" in an entity if such Settling Defendant has a beneficial ownership interest, directly or indirectly, in more than 50% of the total outstanding voting power of any class or classes of capital stock that entitle the holders thereof to vote in the election of members of the Board of Directors of such entity. "Beneficial ownership" shall have the meaning ascribed to such term under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Williams Securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE WILLIAMS SECURITIES UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and as explained in Section II, paragraph 5 above, their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

V. CLAIM FORM

1. Use the schedules in this form from pages 4 through 7 to supply all required details of your transaction(s) in Williams Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions and all of your sales of Williams Securities which took place at any time between July 24, 2000 and July 22, 2002 (the "Settlement Class Period") and for a longer period for the August Notes as indicated on the schedule, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. Broker confirmations or other documentation of your transactions in Williams Securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

5. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Settlement Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Settlement Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Settlement Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

6. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Settlement Administrator at 1 (888) 366-5344 or visit its website at www.wmbsettlement.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



SCHEDULE OF TRANSACTIONS IN WILLIAMS COMMON STOCK

Separately list each of your purchases, acquisitions or sales of Williams common stock below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, acquisition or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A. BEGINNING HOLDINGS: Number of shares of Williams common stock held at the opening of trading on **July 24, 2000**. (If none, write 0), (Must be documented):

B. PURCHASES/ACQUISITIONS: Purchases/Acquisitions of Williams common stock during the period of **July 24, 2000** through and including **July 22, 2002**. (Must be documented):

Complete only if purchase was result of option exercise or assignment

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding commissions, taxes, or other fees)	Enter "S" if Purchased Pursuant or Traceable to January 2001 Secondary Offering or "B" if Acquired in Exchange for Barrett Resources Shares*	Enter "E" if Exercised or "A" if Assigned	Premium Paid or Received
/ /		\$	\$			
/ /		\$	\$			
/ /		\$	\$			
/ /		\$	\$			

*You must provide documentation to support Purchases and Acquisitions made pursuant or traceable to these offerings and exchanges, otherwise shares will be presumed to be open market.

C. SALES: Sales of Williams common stock during the period from **July 24, 2000** through and including **July 22, 2002**. (Must be documented):

Complete only if sale was result of option exercise or assignment

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes, or other fees)	Enter "E" if Exercised or "A" if Assigned	Premium Paid or Received
/ /		\$	\$		
/ /		\$	\$		
/ /		\$	\$		
/ /		\$	\$		

D. UNSOLD HOLDINGS: Number of shares of Williams common stock held at the close of trading on **July 22, 2002**. (If none, write 0), (Must be documented):

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 8-9.



SCHEDULE OF TRANSACTIONS IN WILLIAMS 7.125% NOTES DUE 2011

Separately list each of your purchases, acquisitions or sales in Williams 7.125% Notes due 2011 below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A. PURCHASES/ACQUISITIONS: Purchases/Acquisitions of Williams 7.125% Notes due 2011 during the period from **July 24, 2000** through and including **July 22, 2002.** *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Purchase/Acquisition Price (per \$1,000 face amount)	Total Purchase/Acquisition Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

B. SALES: Sales of Williams 7.125% Notes due 2011 during the period from **July 24, 2000** through and including **October 6, 2003.** *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Sale Price (per \$1,000 face amount)	Total Sale Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

C. UNSOLD HOLDINGS: Face amount of Williams 7.125% Notes due 2011 held as of the close of trading on **October 6, 2003.** *(If none, write 0), (Must be documented):*

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 8-9.



SCHEDULE OF TRANSACTIONS IN WILLIAMS 7.875% NOTES DUE 2021

Separately list each of your purchases, acquisitions or sales in Williams 7.875% Notes due 2021 below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A. PURCHASES/ACQUISITIONS: Purchases/Acquisitions of Williams 7.875% Notes due 2021 during the period from **July 24, 2000** through and including **July 22, 2002**. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Purchase/Acquisition Price (per \$1,000 face amount)	Total Purchase/Acquisition Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

B. SALES: Sales of Williams 7.875% Notes due 2021 during the period from **July 24, 2000** through and including **April 22, 2003**. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Sale Price (per \$1,000 face amount)	Total Sale Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

C. UNSOLD HOLDINGS: Face amount of Williams 7.875% Notes due 2021 held as of the close of trading on **April 22, 2003**. *(If none, write 0), (Must be documented):*

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 8-9.



SCHEDULE OF TRANSACTIONS IN WILLIAMS FELINE PACS

Separately list each of your purchases, acquisitions or sales in Williams FELINE PACS below. Attach a separate schedule if more space is needed. **Be sure to include and sign your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

A. PURCHASES/ACQUISITIONS: Purchases/Acquisitions of Williams FELINE PACS during the period from **July 24, 2000** through and including **July 22, 2002**. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Purchase/Acquisition Price (per \$1,000 face amount)	Total Purchase/Acquisition Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

B. SALES: Sales of Williams FELINE PACS during the period from **July 24, 2000** through and including **July 22, 2002**. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Amount	Sale Price (per \$1,000 face amount)	Total Sale Price (excluding commissions, taxes, or other fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

C. UNSOLD HOLDINGS: Face amount of Williams FELINE PACS held as of the close of trading on **July 22, 2002**. *(If none, write 0), (Must be documented):*

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 8-9.



VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of August 28, 2006, ("Stipulation") described in the Notice. I also submit to the jurisdiction of the United States District Court for the Northern District of Oklahoma, with respect to my claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to Lead Counsel to support this claim if required to do so. I have not submitted any other claim covering the same purchases or acquisitions of Williams Securities during the Settlement Class Period and know of no other Person having done so on my behalf.

VII. RELEASE

1. If the Settlement is approved, the Court will enter a Judgment. The Judgment will dismiss the claims against the Settling Defendants with prejudice and provide that Lead Plaintiffs and all Settlement Class Members (who do not include persons or entities that elect to exclude themselves from the Settlement Class), shall upon the Effective Date of the Judgment be deemed to have, and by operation of the Judgment shall have, waived, released, forever discharged and dismissed and agreed not to institute, maintain or prosecute any or all of the Released Claims (including "Unknown Claims" as defined below) against any and all of the Released Persons, and shall be permanently and finally enjoined from commencing or prosecuting any actions or other proceedings asserting any of the Released Claims against any of the Released Persons.

2. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined in paragraph 4 below), debts, demands, rights, liabilities, suits, matters, issues and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, whether based on federal, state or local statutory or common law or any other law, rule or regulation, asserted or that might have been asserted, by Lead Plaintiffs or the Settlement Class Members against any of the Settling Defendants, any Related Persons and/or any underwriters named in the offering documents for the January 2001 Common Stock Offering, August Notes offering or the FELINE PACS offering arising out of, based upon or related to:

(i) the Settlement Class Members' purchase, acquisition or sale of Williams common stock during the Settlement Class Period, whether in the open market or in the January 2001 Common Stock Offering, the Barrett Resources Offering or any other offering;

(ii) the Settlement Class Members' purchase, acquisition or sale of Williams FELINE PACS securities during the Settlement Class Period, whether in the open market or in the original offering;

(iii) the Settlement Class Members' purchase, acquisition or sale of Williams 2011 Notes and/or Williams 2021 Notes, whether in the open market or in the original August Notes offerings; and

(iv) the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Litigation against the Settling Defendants or any Related Persons, including, but not limited to, claims for fraud, fraudulent inducement, negligence, negligent misrepresentation, conspiracy to commit fraud, gross negligence, recklessness, and violation of any state or federal securities laws, any other federal or state statute or common law, or the law of any foreign jurisdiction, arising out of, based on or related to the purchase, acquisition, or sale of, or decision to hold, Williams securities as set forth above in this paragraph.

3. "Released Persons" means each and all of the Settling Defendants and their respective Related Persons as defined in the Stipulation.

4. "Unknown Claims" means any claims or causes of action that any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement or not to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Lead Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiffs shall have expressly, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or



non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts against any and all Released Persons. The Lead Plaintiffs acknowledge, and the Settlement Class Members shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

6. I (we) hereby acknowledge full satisfaction of, and do hereby fully, finally and forever settle, release and discharge the Released Persons, from all Released Claims and any and all claims arising out of, relating to, or in connection with the settlement or resolution of the Litigation, including Unknown Claims.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Williams Securities that occurred during the Settlement Class Period as well as the number and type of Williams Securities held by me (us) at the opening of trading on July 24, 2000, and at the close of trading on July 22, 2002 or as otherwise required on the schedules.

9. I (We) agree to furnish such additional information with respect to this Proof of Claim and Release as the Settlement Administrator, parties or the Court may require.

CERTIFICATION AND SUBSTITUTE FORM W-9

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

The number shown on this form is my (our) correct Social Security number (SSN) or Taxpayer Identification number (TIN); and I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code, because (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

The Internal Revenue Service ("I.R.S") requires you to include your Taxpayer Identification number. If you fail to provide this information, your claim may be rejected.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, check this box.

If you are not a U.S. Resident or U.S. Resident Alien, check this box.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (we) further declare under penalty of perjury that all of the information supplied on this Proof of Claim and Release Form is true, correct, and complete under the laws of the United States of America.

Executed this _____ day of _____
(Month/Year)

(Sign your name here)

in _____
(City) (State/Country)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

(Type or print your name here)



**ACCURATE CLAIM PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

REMINDER CHECKLIST

1. Please sign the Certification section of the Proof of Claim and Release form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Settlement Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 30 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgment postcard within 30 days, please call the Settlement Administrator toll free at 1 (888) 366-5344.
7. If you move, please send us your new address.
8. **Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
FEBRUARY 16, 2007 AND MUST BE MAILED TO:**

In re: Williams Securities Litigation
c/o The Garden City Group, Inc.
Settlement Administrator
P.O. Box 91185
Seattle, WA 98111-9285



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