

CRAGG CHRISTOPHER E  
Form 4  
February 21, 2006

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287  
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
CRAGG CHRISTOPHER E

2. Issuer Name and Ticker or Trading Symbol  
OIL STATES INTERNATIONAL  
INC [ois]

5. Relationship of Reporting Person(s) to Issuer  
  
(Check all applicable)

(Last) (First) (Middle)  
333 CLAY STREET, SUITE 4620  
  
(Street)

3. Date of Earliest Transaction  
(Month/Day/Year)  
02/15/2006

\_\_\_\_ Director \_\_\_\_\_ 10% Owner  
 Officer (give title below) \_\_\_\_\_ Other (specify below)  
VP Tubular Services

HOUSTON, TX 77002

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

(City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D) Price			
Common Stock	02/15/2006		A <sup>(1)</sup>	17,500 A \$ 0 3,550		D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)		
				Code	V (A) (D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares
Common Stock Option (Right to Purchase)	\$ 34.86	02/15/2006		A	17,500	(2)	02/15/2012	Common Stock	17,500

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
CRAGG CHRISTOPHER E 333 CLAY STREET, SUITE 4620 HOUSTON, TX 77002			VP Tubular Services	

Signatures

/s/ Robert W. Hampton, pursuant to power of attorney  
 02/21/2006  
 \*\*Signature of Reporting Person Date

Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) Restricted common stock award under the Company's 2001 Equity Participation Plan that vests in four equal annual installments beginning 2/15/2007.
- (2) Option vests in four equal annual installments beginning 2/15/2007.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. New Roman" SIZE="1">Severance \$0 \$0 \$1,843,700 \$0 \$3,120,100 \$0

President, Con Edison of  
 New York

Long-term incentives(4) \$0 \$3,482,640(5) \$3,482,640(5) \$0 \$3,482,640(6) \$3,482,640(5) Benefits and Perquisites \$54,546 \$54,546 \$239,566 \$54,546 \$399,586 \$1,472,746

**Total**

\$54,546 \$3,537,186 \$5,565,906 \$54,546 \$7,002,326 \$4,955,386

William Longhi

Severance \$0 \$0 \$1,304,200 \$0 \$2,207,100 \$0

President, Shared Services,

Con Edison of New York

Long-term incentives<sup>(4)</sup> \$0 \$2,155,920<sup>(5)</sup> \$2,155,920<sup>(5)</sup> \$0 \$2,155,920<sup>(6)</sup> \$2,155,920<sup>(5)</sup> Benefits and  
Perquisites \$48,231 \$48,231 \$392,105 \$48,231 \$710,979 \$1,051,431

**Total**

\$48,231 \$2,204,151 \$3,852,225 \$48,231 \$5,073,999 \$3,207,351

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Elizabeth D. Moore

Severance \$0 \$0 \$1,113,500 \$0 \$1,948,600 \$0

Senior Vice President

and General Counsel

Long-term incentives<sup>(4)</sup> \$0 \$1,780,016<sup>(5)</sup> \$1,780,016<sup>(5)</sup> \$0 \$1,780,016<sup>(6)</sup> \$1,780,016<sup>(5)</sup> Benefits and  
Perquisites \$42,823 \$42,823 \$158,909 \$42,823 \$249,995 \$1,156,223

**Total**

Explanation of Responses:

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\$42,823 \$1,822,839 \$3,052,425 \$42,823 \$3,978,611 \$2,936,239

**Footnotes:**

- (1) Assumes the compensation of Messrs. McAvoy, Høglund, Ivey and Longhi, and Ms. Moore for 2013 is as follows: (i) Mr. McAvoy's base salary equal to \$1,140,000 and a target annual bonus equal to 100 percent of base salary; (ii) Mr. Høglund's base salary equal to \$660,400 and a target annual bonus equal to 50 percent of base salary; (iii) Mr. Ivey's base salary equal to \$709,100 and a target annual bonus equal to 80 percent of base salary; (iv) Mr. Longhi's base salary equal to \$501,600 and a target annual bonus equal to 80 percent of base salary; and (v) Ms. Moore's base salary equal to \$556,700 and a target annual bonus equal to 50 percent of base salary. Benefits and perquisites include incremental pension amounts, health insurance coverage cost, death benefit proceeds under the Company's deferred incentive plan, accrued vacation pay, and outplacement costs, as applicable. For purposes of the table above, Messrs. McAvoy, Høglund, Ivey and Longhi, and Ms. Moore, are each defined as the "Executive" in the corresponding footnotes below.
- (2) As per the Severance Program, the Executive's severance benefit pursuant to a termination without Cause (before a Change of Control or "CIC") is equal to: (i) a lump sum equal to base salary and annual target bonus pro-rated through the termination date and any accrued

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- vacation pay, (ii) a lump sum equal to the net present value of one additional year of service credit under the Company's pension plans (assuming compensation at Executive's then annual rate of base salary and target annual bonus), (iii) a lump sum equal to 1x the sum of the Executive's then base salary and target annual bonus, (iv) one year continuation of health and life insurance coverage and one year of additional service credit toward eligibility for (but not for commencement of) retiree benefits, and (v) one year of outplacement costs.
- (3) As per the Severance Program, the Executive's severance benefit under a termination without Cause or resignation for Good Reason (on or following CIC) is equal to the same severance benefit under a termination without Cause (before CIC) as described in footnote 2 above except the amounts in clauses (ii), (iii), and (iv) are 2x instead of 1x.
  - (4) In calculating the potential payments, the Executive's date of termination is assumed to be December 31, 2013 and the price per share of Company Common Stock on the date of termination is \$55.28 per share.
  - (5) For disclosure purposes, upon Termination (other than a termination for Cause or a resignation without Good Reason), retirement, death or disability the Management Development and Compensation Committee (the Committee) is assumed to have taken action pursuant to the long term incentive plan to fully accelerate the vesting of target performance-based awards and non-performance awards.
  - (6) As per the 2003 long term incentive plan, in the event of a CIC, non-performance based stock unit awards and stock option awards fully vest on the date of such event and target performance-based restricted stock unit awards vest pro-rata through the date of such event. For disclosure purposes, the Committee is assumed to have taken action to fully accelerate target performance-based restricted stock unit awards under the long term incentive plan. As of December 31, 2013, no equity awards had been made under the 2013 long term incentive plan under which long term incentive plan grants accelerate only in the event that an Executive's employment is terminated under certain circumstances in connection with a CIC.

## **Assumptions**

Below is a description of the assumptions that were used in creating the tables for Messrs. McAvoy, Hogle, Ivey, and Longhi, and Ms. Moore. For purposes of the description below, Messrs. McAvoy, Hogle, Ivey and Longhi, and Ms. Moore, are each defined as the Executive.

## **Equity Acceleration**

As per the long term incentive plan, in the event of a Termination, resignation, retirement, death or Disability, the Management Development and Compensation Committee has discretion to determine the terms of the performance-based restricted stock awards (including, without limitation, to accelerate the vesting of unvested awards). Unless otherwise provided in the applicable long term incentive plan award agreement, in the event of a retirement, death or Disability, restricted stock awards vest pro-rata through the date of termination on the termination date.

As per the 2003 long term incentive plan, in the event of a Change in Control (as described below), unvested stock unit awards fully vest on the date of such event. In the event of a Change in Control, unvested performance-based restricted stock awards vest pro-rata through the date of such event.

For the purposes of the long term incentive plan: (i) a Termination means a resignation or discharge from employment, except death, disability or retirement, (ii) retirement means resignation on or after age 55 with at least five years of service, (iii) Disability means an inability to work in any gainful occupation for which the person is reasonably qualified by education, training or experience because of a sickness or injury for which the person is under doctor's care, and (iv) Change in Control has the same meaning as such term is used in the Severance Program.

## **Incremental Pension Amounts**

As per the Severance Program, the amounts relating to the incremental pension amounts in the above tables are based on the net present value of one additional year of additional service credit under the Company's pension plans following a termination without Cause or a resignation for



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Good Reason (two additional years if such termination is in connection with a Change of Control) assuming compensation at the Executive's annual salary and target award, age 65 normal retirement, and the assumptions used to calculate lump sum benefits under the qualified retirement plan in December 2013. These assumptions include interest rates of 1.40 percent for the first five years, 4.66 percent for the next 15 years, and 5.62 percent thereafter (adjusted to -0.29 percent, 2.91 percent and 3.85 percent, respectively, to reflect cost of living adjustments) and the RP-2000 mortality table projected for 2013 (50 percent male/50 percent female blend). The assumptions for Messrs. Hoglund's and Ivey's and Ms. Moore's pension amount do not reflect a cost of living adjustment in accordance with the cash balance formula. All amounts payable pursuant to an incremental non-qualified pension are assumed to be paid as a lump sum.

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### **Termination without Cause or a Resignation for Good Reason**

As per the Severance Program, the Executive will receive certain benefits as described in the table above if he or she is terminated by the Company for reasons other than Cause or he or she resigns for Good Reason (following a Change of Control). A termination is for Cause if it is for any of the following reasons: (i) willful and continued failure to substantially perform his or her duties, (ii) a conviction of a felony or entering a plea of *nolo contendere* to a felony that has a significant adverse effect on the business of the Company, or (iii) a willful engaging in illegal conduct or in gross misconduct materially and demonstrably injurious to the Company.

As per the Severance Program, a resignation for Good Reason occurs if the Executive resigns for any of the following reasons on or following a Change of Control: (i) any material decrease in base compensation (except uniform decreases affecting similarly situated employees), (ii) any material breach by the Company of any material provisions of the Severance Program, (iii) a requirement by the Company for the Executive to be based more than 50 miles from the location the Executive is employed prior to the Change of Control, or (iv) the assignment of any duties materially inconsistent in any respect with the Executive's position, authority, duties or responsibilities in effect immediately prior to the Change of Control or any other action by the Company resulting in a material diminution in position, authority, duties or responsibilities.

### **Payments upon Termination of Employment in Connection with a Change of Control**

As per the Severance Program, the Executive will receive certain benefits as described in the above table if his or her termination of employment is without Cause by the Company or he or she resigns for Good Reason following a Change of Control.

### **Section 280G Reduction**

As per the Severance Program, in the event an Executive receives any payment or distribution from the Company in connection with a Change of Control, he or she may be subject to certain excise taxes pursuant to Section 280G. If any such payment by the Company to any of the Executives subjects the Executive to such taxes and the Executive would receive a greater net after-tax amount if the payment were reduced to avoid such taxation, the aggregate present value of amounts payable to the Executive pursuant to the Severance Program will be reduced (but not below zero) to the extent it does not trigger taxation under Section 4999 of the Internal Revenue Code.

### **Death Benefit**

As per the Company's Deferred Income Plan, the Executive is entitled to a death benefit equal to two times his or her base salary. The benefit is payable in a lump sum.

### **Payment upon Retirement for Mr. Burke**

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Mr. Burke retired as President and Chief Executive Officer of the Company effective December 25, 2013. Mr. Burke received accrued vacation pay of \$146,042 in accordance with the Company's vacation pay policy. Mr. Burke also retains performance restricted stock unit awards that will be pro rated based on the actual period of service from the grant date to the date of his retirement for the 2012-2014 and 2013-2015 performance cycles. See *Outstanding Equity Awards Table* on page 56.

### **CERTAIN INFORMATION AS TO INSURANCE AND INDEMNIFICATION**

No stockholder action is required with respect to the following information that is included to fulfill the requirements of Sections 726 of the Business Corporation Law of the State of New York.

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Effective December 2, 2013, the Company purchased Directors and Officers ( D&O ) Liability insurance for a one-year term providing for reimbursement, with certain exclusions and deductions, to: (a) the Company and its subsidiaries for payments they make to indemnify Directors, Trustees, officers and assistant officers of the Company and its subsidiaries, (b) Directors, Trustees and officers for losses, costs and expenses incurred by them in actions brought against them in connection with their acts in those capacities for which they are not indemnified by Con Edison or its subsidiaries, and (c) the Company and its subsidiaries for any payments they make resulting from a securities claim. The insurers are: Associated Electric & Gas Insurance Services Limited, Allied World Assurance Company, Ltd., Arch Insurance Company, Continental Casualty Company, Endurance American Insurance Company, Federal Insurance Company, Illinois National Insurance Company, Ironshore Insurance Ltd., Bermuda, Ironshore Indemnity Inc., U.S. Specialty Insurance Company, X.L. Insurance (Bermuda) Ltd., XL Specialty Insurance Company and Zurich American Insurance Company. The total cost of the D&O Liability insurance for one year from December 2, 2013 amounts to \$4,500,037. The Company also purchased from Associated Electric & Gas Insurance Services Limited, Arch Insurance Company, Axis Insurance Company, Great American Insurance Company, Illinois National Insurance Company, St. Paul Fire and Marine Insurance Company, RLI Insurance Company, U.S. Specialty Insurance Company and Zurich American Insurance Company, additional insurance coverage for one year effective January 1, 2014, insuring the Directors, Trustees, officers, and employees of the Company and its subsidiaries and certain other parties against certain liabilities which could arise in connection with fiduciary obligations mandated by ERISA and from the administration of the employee benefit plans of the Company and its subsidiaries. The cost of such coverage was \$884,961.

**STOCKHOLDER PROPOSALS FOR THE 2015 ANNUAL MEETING**

In order to be included in the Proxy Statement and form of proxy relating to the Company's 2015 annual meeting of stockholders, stockholder proposals must be received by the Company at its principal offices at 4 Irving Place, New York, New York 10003, Attention: Vice President and Corporate Secretary, by December 8, 2014.

Under the Company's By-laws, written notice of any proposal to be presented by any stockholder or any other person to be nominated by any stockholder for election as a Director must include the information specified in the By-laws and must be received by the Secretary of the Company at its principal executive office not less than 70 days nor more than 90 days prior to the anniversary date of the previous year's annual meeting of stockholders; provided, however, that if the date of the annual meeting is first publicly announced or disclosed less than 80 days prior to the date of the meeting, such notice must be given not more than 10 days after such date is first announced or disclosed.

**OTHER MATTERS TO COME BEFORE THE MEETING**

Management intends to bring before the meeting only the election of Directors (Proposal No. 1) and Proposals No. 2, 3, and 4, and knows of no matters to come before the meeting other than the matters set forth herein. If other matters or motions come before the meeting, it is the intention of the persons named in the accompanying form of proxy to vote such proxy in accordance with their judgment on such matters or motions, including any matters dealing with the conduct of the meeting.

By Order of the Board of Directors,

Carole Sobin

*Vice President and Corporate Secretary*

Dated: April 8, 2014

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**Appendix A**

**THE CONSOLIDATED EDISON, INC.**

**STOCK PURCHASE PLAN**

**As Amended and Restated Effective May 19, 2014**

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**THE CONSOLIDATED EDISON, INC.**

**STOCK PURCHASE PLAN**

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**PREAMBLE**

The Stock Purchase Plan ( Plan ) provides a means for employees of Consolidated Edison, Inc. s affiliated companies and members of their boards of directors to purchase shares of stock of Consolidated Edison, Inc. without any fee, commission or charges, other than the purchase price. In addition, these affiliated companies can elect to contribute one dollar for each nine dollars invested by a participating employee or board member to the purchase of his or her shares.



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**ARTICLE 1**

**Definitions**

- (a) **Account** means a custodian account established with the Agent to hold Shares purchased under the Plan, and any Shares transferred to such Account pursuant to Article 12, beneficially owned by an Employee. Such Account shall be an individual Account unless such Employee shall designate in writing that it shall be a joint Account, in which case it shall be a joint Account of such Employee and such other person as such Employee shall have designated. A joint Account may be converted to an individual Account of an Employee who is joint holder of such Account, upon written request signed by such Employee and the other joint holder of such Account. Any transfer taxes payable in connection with a change from individual to joint Account or vice versa will be the responsibility of the Employee. An Employee may not have more than one Account, except that two Employees, each having an Account, may hold one or both of such Accounts jointly. All distributions from a joint Account, whether of cash or Shares, shall be made jointly to the Employee and the other holder of such joint Account. All references in this Plan to distributions to an Employee shall in the case of a joint Account be subject to the preceding sentence. Ineligibility of an Employee to make investments under the Plan shall render the other holder of a joint Account with such Employee likewise ineligible to make investments through such Account.
- (b) **Affiliate** means any company which is a member of a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code ( Code )) which also includes as a member the Company; any trade or business under common control (as defined in Section 414(c) of the Code) with the Company; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Company; and any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.
- (c) **Agent** means Mellon Investor Services LLC., or a successor or successors designated by the Plan Director to serve as Agent under this Plan.
- (d) **Anniversary Date** for any Share or fractional Share held in an Account shall mean the first day of the thirteenth month next following the Purchase Period during which such Share or fractional Share was purchased for such Account.
- (e) **Basic Rate of Pay** means in respect of a particular Purchase Period:
- (i) In the case of an Employee compensated on an hourly basis, 40 times his or her basic hourly rate in effect at the beginning of such Purchase Period;
  - (ii) In the case of an Employee compensated on a monthly basis, his or her basic annual rate in effect at the beginning of such Purchase Period, divided by 12; and
  - (iii) In the case of an Employee compensated on a semi-monthly basis, his or her basic annual rate in effect at the beginning of such Purchase Period, divided by 24.
- (f) **Board of Directors** means the Board of Directors of the Company.
- (g) **CECONY** means Consolidated Edison Company of New York, Inc.
- (h) **Company** means Consolidated Edison, Inc.

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- (i) **Effective Date** means the Stockholders Approval Date.
  
- (j) **Employee** means any person employed by a Participating Employer who has attained regular status as an active employee or who has completed three months of the on trial or probationary period as of the beginning of a Purchase Period. For purposes of this Plan only, Employee shall also include a person who is a member of the Board of Directors of the Company, the board of directors of a Participating Employer and not otherwise an Employee. Employee also means a duly elected or appointed officer of the Company or a Participating Employer.

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- (k) **Investment Funds** means all funds received by the Agent or the Company pursuant to Articles 4(a), 4(b), 5(a), and 5(b), plus the amount of all cash dividends received by the Agent, other than dividends which are to be distributed to Employees in accordance with instructions pursuant to Article 4(c).
- (l) **Participating Employer** means an Affiliate which, with the approval of the Board of Directors, has adopted the Plan for its Employees.
- (m) **Plan** means the Consolidated Edison Inc. Stock Purchase Plan, as now or hereafter in effect.
- (n) **Plan Director** means the Vice President Human Resources of CECONY or such other person or persons as may from time to time be designated by the Company or the Chief Executive Officer of CECONY to act as such Plan Director in respect of the Plan. The Plan Director shall serve as such without compensation and at the discretion of the Company or the Chief Executive Officer of CECONY.
- (o) **Purchase Period** means a calendar month.
- (p) **Shares** means shares of Common Stock of the Company whether newly issued by or purchased directly from the Company, or purchased on any securities exchange on which shares of Common Stock are traded, in the over-the-counter market or in negotiated transactions with parties not affiliated with the Company, and includes both full and fractional Shares unless otherwise specified.
- (q) **Share Price** depends on the source of the Shares and shall be determined in accordance with Article 6.
- (r) **Stockholders Approval Date** is the date of the 2014 Annual Meeting at which stockholders approve this Plan.

**ARTICLE 2**

**Shares Subject to Plan and Duration**

- (a) **Term.** The Plan shall continue until 10 years after the Stockholders Approval Date, unless sooner terminated by the Board of Directors.
- (b) **Limitation on Number of Shares.** Subject to Article 2 (d), the maximum number of Shares that may be issued under the terms of this Plan shall be ten million (10,000,000) Shares,
- (c) **Termination.** The Plan will continue in effect until all matters relating to the administration of this Plan have been settled. The Employee s rights upon termination shall be as set forth in Article 11 (a).
- (d) **Dilution and Other Adjustments.** In the event of any change in the number of outstanding Shares by reason of any stock split, reverse stock split, spinoff, split-off, partial or complete liquidation, stock dividend, recapitalization, merger, consolidation, reorganization, combination or exchange of equity securities or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other similar change or corporate transaction or event that affects Shares, if the Board of Directors of the Company shall determine that such change equitably requires an adjustment to the limitations on the number of Shares that may be delivered under the terms of this Plan as set forth in Article 2(b) or in the number or kind of Shares that may be delivered under the terms of this Plan, such adjustment to prevent dilution or enlargement of an Employee s rights under the terms of this Plan shall be made by the Board of Directors in a manner that is proportionate to the change to the Shares and is otherwise equitable, and shall be conclusive and binding for all purposes of this Plan.

**ARTICLE 3**

**Maximum Employee Investment**

- (a) With respect to a particular Purchase Period, and subject to Article 7(e), an Employee, other than an Employee who is a member of the Board of Directors, or board of directors of a Participating Employer and

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who is not otherwise an Employee, may invest in the purchase of Shares pursuant to the Plan an amount not in excess of 20% of such Employee's Basic Rate of Pay, multiplied by the number of pay periods of such Employee ending within such Purchase Period provided, however, that an Employee may not invest more than \$25,000 pursuant to the Plan during any calendar year; and provided further that amounts invested pursuant to Article 4(c) shall not be subject to such limits.

- (b) If at any time it is discovered that an Employee has invested in any Purchase Period an amount in excess of the maximum investment permitted by this Article 3 for such Employee in such Purchase Period, then the maximum investment permitted for such Employee shall thereafter be reduced by subtracting the amount of such excess from the maximum amount which such Employee would otherwise be permitted to invest in the Purchase Period or Periods next following such discovery, until the aggregate of such reductions shall equal the amount of such excess. In any such case the Employee involved shall be notified by the Plan Director and requested to appropriately restrict or suspend his or her investments under the Plan during such Purchase Period or Periods. If an Employee repeatedly exceeds the limitations of this Article 3, the Plan Director may, in his or her sole discretion, suspend the eligibility of such Employee for such period as the Plan Director, in his or her sole discretion, may determine. Any such suspension shall have the same effect as a period of ineligibility pursuant to Article 7(e).

**ARTICLE 4**

**Means of Payment of Employee Contributions**

Subject to the limitations of Article 3, an Employee may provide funds for the purchase of Shares under the Plan by any one or more of the following methods:

- (a) **Payroll Deductions.** On a form provided by a Participating Employer, or in some other means as authorized by the Plan Director, an Employee, other than an Employee who is a member of the Board of Directors, or board of directors of a Participating Employer and who is not otherwise an Employee, may authorize payroll deductions to be made which are not less than \$2.00 per pay period, but in no case more than 20% of such Employee's Basic Rate of Pay. Payroll deductions shall commence as soon as administratively possible but, no later than the second Purchase Period after receipt by the Agent of the payroll deduction authorization. Payroll deductions shall continue for successive Purchase Periods until such Employee instructs the Agent to make no further deductions or until such Employee's participation in the Plan shall be suspended under the provisions of Articles 3(b), 7(e) or 8(b), or until his or her status as an Employee ceases, whichever shall first occur. An Employee may change the rate of or terminate his or her payroll deductions, and such change or termination shall be effective as soon as administratively possible, but no later than the second Purchase Period after receipt by the Agent of a new authorization to change or terminate such deductions.
- (i) For Shares purchased other than from the Company, the Participating Employer shall pay over the amount of each payroll deduction so authorized to the Agent, for the Account of the Employee, within five business days after the date such amount would otherwise have been payable to such Employee.
- (ii) For Shares newly issued by or purchased directly from the Company, the Participating Employer shall pay over the amount of each payroll deduction so authorized to the Company, for the purchase of Shares for the Employee, within five business days after the date such amount would otherwise have been payable to such Employee. As promptly as practicable after the last day of the Purchase Period, the Company shall cause the maximum number of whole Shares to be newly issued by or purchased from the Company based on the Share Price as determined by the Agent in accordance with Article 6(c), and will cause these Shares to be sent to the Agent to be allocated to the Employees' accounts.
- (b) **Cash Payments.** From time to time, but not more frequently than once during each Purchase Period, an Employee may deliver to the Agent a money order or a check acceptable to, and payable to the order of, the Agent, in an amount in each case not less than \$10.00, together with a direction, on a form provided by the Participating Employer or the Agent, to purchase Shares pursuant to the Plan. If such money order or check



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is received by the Agent from the 1st to the 15th of the Purchase Period and is cleared with good funds prior to the 25<sup>th</sup> of the Purchase Period such money order or check shall be applied during that Purchase Period. If such money order or check is received by the Agent after the 15th of the Purchase Period and is cleared with good funds prior to the 25<sup>th</sup> of the next Purchase Period such money order or check shall be applied during the next Purchase Period. If such money order or check shall prove uncollectible, it shall not be applied to the purchase of Shares. The aggregate amount so delivered by an Employee, except an Employee who is a member of the Board of Directors, or board of directors of a Participating Employer and who is not otherwise an Employee, during any Purchase Period may not exceed \$1,000.00.

- (c) **Dividend Reinvestment.** Unless the Employee otherwise instructs the Agent, the Agent shall apply dividends received with respect to Shares held in his or her Account to the purchase, either from the Company or by the Agent, of additional Shares. However, the Employee may instruct the Agent to distribute to the Employee any such dividends received by the Agent for which the record date has not occurred prior to the Agent's receipt of such instructions. Any dividends covered by such instructions shall be distributed by the Agent to such Employee as promptly as practicable. Such instructions shall be revocable by the Employee, effective with respect to any dividends for which the record date has not occurred prior to the Agent's receipt of such revocation.
- (d) **No Interest.** There shall be no payment or accrual of interest in respect of payments under the foregoing Articles 4(a), (b) and (c), while held by the Participating Employer, the Company, the Agent, or otherwise.
- (e) **Automated Telephone System and Website.** The Agent's automated telephone voice response system and its website enables Employees to access account information and authorize transactions over the telephone or the website twenty-four (24) hours a day and generally replaces, other than the initial enrollment form, all written authorization forms.

**ARTICLE 5**

**Participating Employer Contributions**

- (a) The Participating Employer shall separately determine, in its sole and absolute discretion, whether to make contributions on behalf of its Employees who participate in the Plan. If the Participating Employer decides to make contributions on behalf of its Employees, the Participating Employer shall contribute one dollar for every nine dollars contributed by the Employee as set forth in Appendix A. Appendix A, attached and incorporated herein as part of the Plan, shall provide the terms and conditions for such contributions made by the Participating Employer.
- (b) Appendix B, attached and incorporated herein as part of the Plan, sets forth a list of Participating Employers and states whether the Participating Employer has determined to make contributions on behalf of its Employees.

**ARTICLE 6**

**Purchase of Shares**

- (a) For Shares purchased by the Agent As and when Investment Funds are received by it, the Agent shall promptly apply the same to the purchase, in one or more transactions, of the maximum number of whole Shares obtainable at then prevailing prices, exclusive of brokerage commissions and other expenses of purchase. Such purchases may be made from the Company, on any securities exchange where Shares are traded, in the over-the-counter market, or in negotiated transactions. Shares purchased other than from the Company may be on such terms as to price, delivery and otherwise as the Agent may determine to be in the best interest of the Employees participating in the Plan. The Agent shall complete such purchases as soon as practical after receipt of such funds, having due regard for any applicable requirements of law affecting the timing or manner of such purchases. If, for any reason, the Agent is unable, on or before the last day of any





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- Purchase Period, to apply all Investment Funds received by it during such Purchase Period, then any such Investment Funds remaining in any Account at the end of such Purchase shall be held by the Agent and applied as soon as practical in a subsequent Purchase Period or Periods.
- (b) For Shares purchased from the Company As and when Investment Funds are received by it, the Company shall, as soon as practicable after the receipt of such funds, notify the Agent of the amount received so the Agent can allocate such amount to the account of each participant. The Agent shall determine the Purchase Price of all Shares purchased during the Purchase Period in accordance with Article 6 (c). As soon as practicable after the last day of the Purchase Period, the Company shall cause the maximum number of whole Shares to be newly issued by or purchased from the Company based on the Share Price as determined by the Agent and will cause these Shares to be sent to the Agent to be allocated to the participants' accounts. Any Investment Funds remaining with the Company at the end of such Purchase Period shall be held by the Company and applied as soon as practical in a subsequent Purchase Period or Periods.
- (c) The price to participants for Shares purchased will depend on the source of the Shares.
- (i) If the Shares are newly issued or purchased from the Company, a price shall be assigned for any contribution made on the Employees payroll dates, the dates dividends are reinvested, and the dates the Agent receives cash contributions that are applied during the Purchase Period. The price assigned to these contributions will be the average of the high and low prices at which Shares were traded on the New York Stock Exchange Composite Transactions on the trading day immediately preceding the Employees' payroll dates for payroll deductions, the date dividends are reinvested, and the dates the Agent receives cash contributions that are applied during the Purchase Period, as applicable. The Share Price will be the weighted average price, exclusive of brokerage commissions and other expenses of purchase, of all Shares using the price assigned for all contributions made during the Purchase Period.
- (ii) If the Shares are purchased other than from the Company, the purchase price per share shall be the weighted average cost, exclusive of brokerage commissions and other expenses of purchase, of all Shares purchased by the Agent during the Purchase Period.
- (d) Promptly after the end of each Purchase Period, the Agent shall compute the Share Price for such Purchase Period and shall allocate the Shares purchased during such Purchase Period among the Employees' Accounts by allocating to each Account the number of full and fractional Shares obtained by dividing the Share Price for such Purchase Period into the amount of Investment Funds applied for such Account during such Purchase Period pursuant to Articles 6(a), (b) and (c).

**ARTICLE 7**

**Custody of Shares; Distributions from Accounts**

- (a) The Shares purchased under the Plan shall be held in the name and custody of the Agent or a nominee. The Agent shall mail periodic statements of account to each participating Employee, showing such account information as the Plan Director may from time to time determine. Account information is also available as provided in Article 4(e).
- (b) An Employee may at any time direct that:
- (i) Certificates for some or all of the full Shares in his or her Account be distributed to such Employee; or
- (ii) Some or all of the Shares in his or her Account, both full Shares and any fractional Share, be sold, and the resulting cash proceeds distributed to such Employee.

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In any such event, promptly after receipt of such direction by the Agent, such distribution, or sale and distribution, shall be made by the Agent, whose judgment as to the terms of any such sale shall be conclusive and binding. All cash distributions, whether in respect of sales of full Shares or fractional Shares, shall be net of any brokerage commissions, transfer taxes and service charges incurred in connection with such sales.

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- (c) No Shares held in an Account may be assigned, pledged or hypothecated prior to distribution from such Account of the related Share certificates. Neither may any interest of an Employee in or under the Plan be assigned, pledged or hypothecated.
- (d) Subject to Article 1(a), all Share certificates distributed pursuant to this Article 7 shall be in the name of the respective Employee.
- (e) Subject to Article 12(c), an Employee participating in the Plan shall at all times have the right to have all of the Shares in his or her Account distributed or sold in accordance with Article 7(b). However, if an Employee shall direct that a Share or fractional Share in his or her Account be so distributed or sold prior to the Anniversary Date of such Share or fractional Share, such Employee shall thereafter be ineligible (effective as of the first day of the Purchase Period next succeeding such distribution or sale) to make further investments under the Plan until the Anniversary Date of the most recently acquired Share or fractional Share sold or distributed from such Employee's Account pursuant to Article 7(b) shall occur. In the event of such ineligibility:
  - (i) Any authorization for payroll deductions given by such Employee pursuant to Article 4(a) shall thereupon be revoked, such Employee shall be deemed to have given instructions to distribute dividends pursuant to Article 4(c), any Investment Funds held in such Employee's Account shall be applied to purchase Shares in the next Purchase Period but no further contributions pursuant to Article 4(b) shall be accepted during such ineligibility.
  - (ii) Any full or fractional Shares remaining in such Employee's Account shall remain in such Account unless and until disposed of in accordance with Articles 7(b), 8(a) or 12(c).
  - (iii) The Employee may conclusively rely on the information furnished by the Agent, for the purpose of determining the number of Shares in such Employee's Account for which the Anniversary Date has occurred. Any direction for the sale or distribution of Shares pursuant to Article 7(b) shall be satisfied first from those Shares in such Account for which the Anniversary Date has at the time occurred, unless the Employee otherwise expressly directs. Upon application by an Employee, the Plan Director may, for good cause shown, waive all or any part of any period of ineligibility which would otherwise result under this Article 7(e) from a sale or distribution of a specified Share or Shares from such Employee's Account. Such waiver shall be within the sole discretion of the Plan Director, whose decision on any such application shall be final.
  - (iv) The concept of Anniversary Date shall only apply to Shares of those Employees of the Participating Employer who has determined to make contributions on behalf of its Employees.

**ARTICLE 8**

**Termination of Status as Employee; Leave of Absence**

- (a) Subject to Article 1(a), when an Employee's status as an Employee ceases, any fractional Share in such Employee's Account shall be sold and the proceeds thereof, together with all full Shares in such Employee's Account, shall be distributed to such Employee (or in the event of death or disability, to his or her legal representatives), without the necessity of any request by or on behalf of the Employee under Article 7(b), as promptly as practicable after receipt by the Agent of notice of such change of status, unless the Agent receives, within thirty days after such change of status and prior to any such distribution, an election by such former Employee (or his or her legal representatives as aforesaid), to have such full Shares sold and the resulting cash proceeds distributed. The judgment of the Agent as to the terms of any such sale shall be conclusive and binding. All cash distributions, whether in respect of sale of full Shares or fractional Shares, shall be net of any brokerage or commissions, transfer taxes, and service charges incurred in connection with such sales. Any Investment Funds held in such Employee's Account that have not been applied to purchase Shares shall also be distributed to such Employee (or in the event of death or disability, to his or her legal representatives).

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- (b) An Employee on an unpaid leave of absence shall be ineligible (effective as of the first day of the first Purchase Period beginning during such an unpaid leave of absence) to make further investments under the Plan until the termination of such an unpaid leave of absence. Such ineligibility shall have the same effects as a period of ineligibility arising under Article 7(e).

**ARTICLE 9**

**Stock Dividends and Stock Splits; Rights Offerings;**

**Other Non-Cash Distribution**

- (a) Any Shares received as stock dividends or split shares distributed by the Company on full or fractional Shares held in the Plan for an Employee will be credited to the Employee's Account. The Anniversary Date of any Share so received shall be that of the Share in respect of which it shall be received.
- (b) If the Company should determine to offer securities through the issuance of rights to subscribe, warrants representing the rights on all Shares registered in the name of the Agent (or a nominee) will be issued to the Agent. Except as provided in the last three sentences of this Article 9(b), the Agent shall sell such rights and distribute the proceeds among the Employees in proportion to the full and fractional Shares held in each Employee's Account on the record date for such rights. Any Employee who wishes to exercise subscription rights on his or her Plan Shares shall, prior to the record date for any such rights, advise the Agent of such desire and make arrangements, satisfactory to the Company and the Agent, to provide the Agent with funds to exercise such rights. Any Shares so purchased shall be added to such Employee's Account and any other securities so purchased shall be delivered to such Employee. No contribution shall be made under the Plan by the Participating Employer in connection with any such exercise of rights.
- (c) Any non-cash distribution which the Company may make in respect of Shares held by the Agent for the Accounts of Employees, except a distribution subject to Articles 9(a) or (b), shall, to the extent practicable, be distributed in kind to the Employees in proportion to the respective numbers of Shares in their Accounts. To the extent that such a distribution in kind is not practicable, such non-cash distribution shall be sold and the proceeds distributed in like manner.

**ARTICLE 10**

**Voting of Shares**

Each Employee shall be provided with the opportunity to direct the manner in which any Shares held in such Employee's Account are to be voted and appropriate procedures shall be established to enable the Employee to exercise such right. The Company shall provide to each Employee for whose account Shares are held under the Plan a copy of all proxy statements and annual, quarterly and other reports distributed by the Company to holders of record of Shares.

**ARTICLE 11**

**Termination and Modification;**

**Responsibility of Company and Plan Director**

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- (a) The Board of Directors of the Company shall have the power to suspend, terminate, amend or otherwise modify the Plan and the Chief Executive Officer, the President-Shared Services, the Chief Financial Officer, the Vice President-Human Resources and the Treasurer of the CECONY are each authorized to make such changes from time to time to the Plan as such officer may approve as necessary or desirable to comply with law or to facilitate the administration of the Plan. No such suspension, termination, amendment or modification shall restrict the right of any Employee to withdraw all full Shares held in his or her Account, and to receive the net proceeds, after expenses of sale, of any fractional Share held in such Account. All

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participating Employees shall be given notice of any such suspension, termination, amendment or modification at least 30 days prior to the effective date thereof. Termination of the Plan shall have the same effects, with respect to each Employee, as are provided for in Article 8(a) in the event of termination of such Employee's status as an Employee.

- (b) Any Affiliate may adopt this Plan with the consent of the Board of Directors of the Company; provided, however, that the Chief Executive Officer, the President-Shared Services, the Chief Financial Officer, the Vice President-Human Resources and the Treasurer of the CECONY shall each have authority to permit participation in the Plan by an Affiliate on such terms and conditions as such officer may approve. Upon the effective date of the adoption of the Plan by an Affiliate, the Affiliate shall become a Participating Employer. Each Participating Employer shall be named in Appendix B. A Participating Employer may terminate its participation in the Plan upon appropriate action.
- (c) The Company, Participating Employer(s), and the Plan Director shall not be liable hereunder for any act done in good faith, or for any good faith omission to act, including, without limitation, any claim for delay in paying funds over to the Agent for the Account of an Employee.

**ARTICLE 12**

**Administration, Operation and General Provisions**

- (a) **Plan Director Authority.** All determinations required or permitted under the Plan or in its administration, which are not reserved to the Board of Directors of the Company, the Chief Executive Officer of CECONY, or the Agent or otherwise specified under the Plan, shall be made by the Plan Director. All such determinations, whether reserved or not reserved, shall be conclusive and binding on the Employee or Employees affected.
- (b) **Expenses of Plan.** Except as otherwise provided in the Plan, the Participating Employer shall pay all expenses in connection with administration of the Plan, including, without limitation, the fees and expenses of the Agent applicable to its Employees.
- (c) **Recoupment of Company Overpayments.** Notwithstanding anything in this Plan to the contrary, if at any time it is discovered that through error, inadvertence, mistake or for any other reason, the Participating Employer has paid over to the Agent or the Company for the Account of an Employee an amount which is in excess of the amount which should have been paid over for such Account, pursuant to Article 5 and Appendix A, or if it shall be discovered that an amount paid over to the Agent or the Company pursuant to Article 4(a) was in excess of the pay due such Employee (net of all other deductions) from which such amount was to have been deducted, and if such overpayment shall be discovered and notice given to the Agent prior to the application of such overpayment by the Agent or the Company to the purchase of Shares, the Agent shall promptly return the amount of such overpayment to the Participating Employer.
- (d) **Agent's Tenure and Responsibility.**
  - (i) The Agent may resign at any time by delivering its written resignation to Plan Director, and the Plan Director may remove the Agent at any time by delivering to the Agent a written notice of removal; provided that such resignation or removal shall not take effect until the effective date of an appointment of a successor Agent. A successor Agent may be appointed by the Plan Director upon 30 days notice to the participating Employees and the incumbent Agent. Each participating Employee shall be deemed to have consented to such appointment unless such Employee directs, pursuant to Article 7(b), a distribution or sale of all Shares in such Employee's Account prior to the effective date of such appointment. If no successor Agent shall be appointed within 90 days of delivery of the Agent's resignation or notice of removal, the Plan shall terminate.
  - (ii) The Agent shall not be liable hereunder for any act done in good faith, or for any good faith omission to act, including without limitation, any claims with respect to the prices at which Shares are purchased or sold for Employees' Accounts.



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**APPENDIX A**

**EMPLOYER CONTRIBUTIONS**

- (a) This Appendix A applies to any Participating Employer listed in Appendix B who has determined to make contributions to the Plan for the account of its Employees who participate in the Plan.
- (b) At the time the Participating Employer pays over to the Agent or the Company any amount for the Account of an Employee pursuant to Article 4(a) Payroll Deductions of the Plan, the Participating Employer shall concurrently pay over to the Agent or the Company for the Account of the Employee an additional amount equal to one dollar for every nine dollars contributed by such Employee.
- (c) Within 10 business days after the receipt of funds from an Employee pursuant to Article 4(b) Cash Payments of the Plan, the Agent shall advise the Participating Employer of such receipt and the Participating Employer shall promptly pay over to the Agent or the Company for the Account of such Employee an additional amount equal to one dollar for every nine dollars contributed by such Employee.
- (d) Not less than 10 business days after each dividend record date in respect of Shares, the Agent shall advise the Participating Employer of the amount of dividends to be received by the Agent for the Account of each Employee on the corresponding dividend payment date, excluding those dividends for which the Agent has received instructions pursuant to Article 4(c) Dividend Reinvestments of the Plan. On such dividend payment date the Participating Employer shall pay over to the Agent or the Company, for the Account of each such Employee, an amount equal to one-ninth of the amount of such dividends to be received by the Agent on such date for such Account.
- (e) The Participating Employer shall, promptly upon request by the Agent, reimburse or provide funds to the Agent for the payment of brokerage commissions and other reasonable expenses of purchase incurred by the Agent pursuant to Article 6.



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**APPENDIX B**

**PARTICIPATING EMPLOYERS**

- (a) Consolidated Edison Company of New York, Inc. has made contributions on behalf of its Employees since the Plan's inception.
- (b) Consolidated Edison Energy, Inc. became a Participating Employer in the Plan effective as of January 1, 2000, and has determined to make contributions on behalf of its Employees.
- (c) Orange and Rockland Utilities, Inc. became a Participating Employer in the Plan effective as of May 1, 2000, and has determined effective January 1, 2005, to make contributions on behalf of its Employees.
- (d) Consolidated Edison Solutions, Inc. became a Participating Employer in the Plan effective as of September 1, 1997, and has determined to make contributions on behalf of its Employees.

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**Electronic Voting Instructions**

**Available 24 hours a day, 7 days a week!**

Instead of mailing your proxy, you may choose one of the voting methods outlined below to vote your proxy.

VALIDATION DETAILS ARE LOCATED BELOW IN THE TITLE BAR.

**Proxies submitted by the Internet or telephone must be received by 1:00 a.m., EDT, on May 19, 2014.**

**Vote by Internet**

Go to [www.investorvote.com/ED](http://www.investorvote.com/ED)

Or scan the QR code with your smartphone

Follow the steps outlined on the secure website

**Vote by telephone**

Call toll free 1-800-652-VOTE (8683) within the USA, US territories & Canada on a touch tone telephone.

Follow the instructions provided by the recorded message.

Using a **black ink** pen, mark your votes with an **X** as shown in

this example. Please do not write outside the designated areas.

**IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE.**

**A Proposals** The Board of Directors recommends a vote **FOR** all nominees listed and **FOR Proposals 2, 3 and 4.**

	<b>For</b>	<b>Against</b>	<b>Abstain</b>		<b>For</b>	<b>Against</b>	<b>Abstain</b>		<b>For</b>
Directors ke	..	..	..	07 - John F. Killian	..	..	..		
. Calarco	..	..	..	08 - John McAvoy	..	..	..	2. Ratification of appointment of independent accountants.	..
mpbell, Jr.	..	..	..	09 - Armando J. Olivera	..	..	..	3. Approval of the Company's Stock Purchase Plan.	..
Del Giudice	..	..	..	10 - Sally H. Piñero	..	..	..	4. Advisory vote to approve named executive officer compensation.	..
utter	..	..	..	11 - Michael W. Ranger	..	..	..		
ennessy III	..	..	..	12 - L. Frederick Sutherland	..	..	..		

**B Non-Voting Items**

**Change of Address** Please print your new address below. **Comments** Please print your comments below.

**Meeting Attendance**  
Mark the box to the right if you plan to attend the Stockholder Meeting.

**IF VOTING BY MAIL, YOU MUST COMPLETE SECTIONS A - C ON BOTH SIDES OF THIS CARD.**

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**2014 Annual Meeting Admission Ticket**

**2014 Annual Meeting of**

**Consolidated Edison, Inc. Stockholders**

**Monday, May 19, 2014, 10:00 a.m. EDT**

**Consolidated Edison, Inc.**

**4 Irving Place, New York, NY 10003**

*This ticket admits only the named stockholder(s).*

*Please bring this admission ticket and a proper form of identification with you if attending the stockholder meeting.*

**YOUR VOTE IS IMPORTANT!**

**Whether or not you plan to attend the Stockholder Meeting, please promptly vote**

**by telephone, through the Internet or by completing and returning the attached proxy card.**

**Voting early will not prevent you from voting in person at the Stockholder Meeting if you wish to do so.**

**Your proxy is revocable in accordance with the procedures set forth in the proxy statement.**

**IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE.**

Consolidated Edison, Inc.

4 Irving Place

New York, NY 10003

**CONSOLIDATED EDISON, INC.**

**COMMON STOCK**

**THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS**

The undersigned hereby appoints Kevin Burke, Michael J. Del Giudice and Vincent A. Calarco and each or any of them with power of substitution, proxies to vote all stock of the undersigned (including any shares held through the Company's Automatic Dividend Reinvestment and Cash Payment Plan) at the Annual Meeting of Stockholders on Monday, May 19, 2014 at 10:00 a.m. at the Company's Headquarters, 4 Irving Place, New York, NY or at any adjournments or postponements thereof, as specified on the reverse side in the election of Directors and on the proposals, all as more fully set forth in the proxy statement, and in their discretion on any matters that may properly come before the meeting or at any adjournments or postponements thereof.

Your vote for the election of Directors may be indicated on the reverse side. Nominees are: 01 - Kevin Burke, 02 - Vincent A. Calarco, 03 - George Campbell, Jr., 04 - Michael J. Del Giudice, 05 - Ellen V. Futter, 06 - John F. Hennessy III, 07 - John F. Killian, 08 - John McAvoy, 09 - Armando J. Olivera, 10 - Sally H. Piñero, 11 - Michael W. Ranger and 12 - L. Frederick Sutherland.

**THIS PROXY WILL BE VOTED AS DIRECTED ON THE REVERSE SIDE, BUT IF NO CHOICE IS MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF THE NOMINEES FOR DIRECTOR LISTED ABOVE (PROPOSAL 1) AND FOR PROPOSALS 2, 3 AND 4.**

(Items to be voted appear on reverse side.)

**C Authorized Signatures** This section must be completed for your vote to be counted. **Date and Sign Below** Please sign exactly as name(s) appears hereon. Full title of one signing in representative capacity should be clearly designated after signature. Names of all joint holders should be written even if signed by only one.

Date (mm/dd/yyyy)	Please print date	Signature 1	Please keep signature	Signature 2	Please keep signature
below.		within the box.		within the box.	
/	/				

**IF VOTING BY MAIL, YOU MUST COMPLETE SECTIONS A - C ON BOTH SIDES OF THIS CARD.**

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**Vote by Internet**

Go to **[www.investorvote.com/ED](http://www.investorvote.com/ED)**

Or scan the QR code with your smartphone

Follow the steps outlined on the secure website

**Important Notice Regarding the Availability of Proxy Materials for the**

**Consolidated Edison, Inc. Stockholder Meeting to be Held on May 19, 2014**

Under Securities and Exchange Commission rules, you are receiving this Notice that the proxy materials for the Consolidated

Edison, Inc. stockholder meeting are available on the Internet. Follow the instructions below to view the materials and vote

online or request a copy. The items to be voted on and location of the annual meeting are on the reverse side. Your vote is important!

**This communication presents only an overview of the more complete proxy materials that are available to you on the Internet. We encourage you to access and review all of the important information contained in the proxy materials before voting. The Consolidated Edison, Inc. proxy materials are available at:**

**Easy Online Access A Convenient Way to View Proxy Materials and Vote**

**When you go online to view materials, you can also vote your shares.**

**Step 1:** Go to [www.investorvote.com/ED](http://www.investorvote.com/ED).

**Step 2:** Click on the icon on the right to view current meeting materials.

**Step 3:** Return to the investorvote.com window and follow the instructions on the screen to log in.

**Step 4:** Make your selection as instructed on each screen to select delivery preferences and vote.

**When you go online, you can also help the environment by consenting to receive electronic delivery of future materials.**

**Obtaining a Copy of the Proxy Materials - If you want to receive a copy of these documents, you must request one. There is no charge to you for requesting a copy. Please make your request for a copy as instructed on the reverse side on or before May 9, 2014 to facilitate timely delivery.**

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**Consolidated Edison, Inc. Stockholder Meeting will be held on May 19, 2014 at Consolidated Edison, Inc., 4 Irving Place, New York, NY, 10003 at 10:00 a.m. EDT.**

**Proposals to be voted on at the stockholder meeting are listed below along with the Board of Directors recommendations.**

**The Board of Directors recommends a vote FOR all nominees listed and FOR Proposals 2, 3 and 4:**

1. Election of Directors -
  1. Kevin Burke
  2. Vincent A. Calarco
  3. George Campbell, Jr.
  4. Michael J. Del Giudice
  5. Ellen V. Futter
  6. John F. Hennessy III
  7. John F. Killian
  8. John McAvoy
  9. Armando J. Olivera
  10. Sally H. Piñero
  11. Michael W. Ranger
  12. L. Frederick Sutherland
2. Ratification of appointment of independent accountants.
3. Approval of the Company's Stock Purchase Plan.
4. Advisory vote to approve named executive officer compensation.

**PLEASE NOTE - YOU CANNOT VOTE BY RETURNING THIS NOTICE. To vote your shares you must vote online or request a paper copy of the proxy materials to receive a proxy card. If you wish to attend and vote at the stockholder meeting, please bring this notice with you.**

Directions to the Consolidated Edison, Inc. Stockholder Meeting are available in the proxy statement which can

**THIS NOTICE IS YOUR ADMISSION TICKET TO THE STOCKHOLDER MEETING**



be viewed at [www.investorvote.com/ED](http://www.investorvote.com/ED).

**Here's how to order a copy of the proxy materials and select a future delivery preference:**

**Paper copies:** Current and future paper delivery requests can be submitted via the telephone, Internet or email options below.

**Email copies:** Current and future email delivery requests must be submitted via the Internet following the instructions below. If you request an email copy of current materials you will receive an email with a link to the materials.

**PLEASE NOTE:** You must use the number in the shaded bar on the reverse side when requesting a set of proxy materials.

- g **Internet** - Go to [www.investorvote.com/ED](http://www.investorvote.com/ED). Follow the instructions to log in and order a copy of the current meeting materials and submit your preference for email or paper delivery of future meeting materials.
  
- g **Telephone** - Call us free of charge at 1-866-641-4276 and follow the instructions to log in and order a paper copy of the materials by mail for the current meeting. You can also submit a preference to receive a paper copy for future meetings.
  
- g **Email** - Send email to [investorvote@computershare.com](mailto:investorvote@computershare.com) with Proxy Materials Consolidated Edison, Inc. in the subject line. Include in the message your full name and address, plus the number located in the shaded bar on the reverse, and state in the email that you want a paper copy of current meeting materials. You can also state your preference to receive a paper copy for future meetings.

To facilitate timely delivery, all requests for a paper copy of the proxy materials must be received by May 9, 2014.

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**CONSOLIDATED EDISON, INC.**  
**ANNUAL MEETING FOR HOLDERS AS OF 3/25/14**  
**TO BE HELD ON 5/19/14**

**Your vote is important. Thank you for voting.**

Read the Proxy Statement and have the voting instruction form below at hand. Please note that the telephone and Internet voting turns off at 11:59 p.m. ET the night before the meeting or cutoff date.

**To vote by Internet**

- 1) Go to website [www.proxyvote.com](http://www.proxyvote.com).
- 2) Follow the instructions provided on the website.

**To vote by Telephone**

- 1) Call 1-800-454-8683.
- 2) Follow the instructions.

**To vote by Mail**

- 1) Check the appropriate boxes on the voting instruction form below.
- 2) Sign and date the voting instruction form.
- 3) Return the voting instruction form in the envelope provided.

**Shareholder Meeting Registration**

To vote and/or attend the meeting, go to [shareholder meeting registration link at www.proxyvote.com](http://www.proxyvote.com).

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

M68024-P49938

Important Notice Regarding the Availability of Proxy Materials for the Shareholder Meeting. The following materials are available at [www.proxyvote.com](http://www.proxyvote.com): Notice and Proxy Statement and Annual Report

**The Board of Directors recommends a vote FOR all of the nominees listed (Proposal 1):**

1. Election of Directors:	<b>For</b>	<b>Against</b>	<b>Abstain</b>
1a. Kevin Burke	..	..	..
1b. Vincent A. Calarco	..	..	..
1c. George Campbell, Jr.	..	..	..
1d. Michael J. Del Giudice	..	..	..
1e. Ellen V. Futter	..	..	..
1f. John F. Hennessy III	..	..	..
1g. John F. Killian	..	..	..
1h. John McAvoy	..	..	..
1i. Armando J. Olivera	..	..	..
1j. Sally H. Piñero	..	..	..
1k. Michael W. Ranger	..	..	..
1l. L. Frederick Sutherland	..	..	..

PLEASE X HERE ONLY IF YOU PLAN TO ATTEND THE MEETING AND VOTE THESE SHARES IN PERSON

<b>The Board of Directors recommends a</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
<b>vote FOR Proposals 2, 3 and 4:</b>			
2. Ratification of appointment of independent accountants.	..	..	..
3. Approval of the Company's Stock Purchase Plan.	..	..	..
4. Advisory vote to approve named executive officer compensation.	..	..	..

Signature [PLEASE SIGN  
WITHIN BOX]

Date

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\*\*\* Exercise Your *Right to Vote* \*\*\*

**Important Notice Regarding the Availability of Proxy Materials for the  
Shareholder Meeting to Be Held on May 19, 2014.**

CONSOLIDATED EDISON, INC.

**Meeting Information**

**Meeting Type:** Annual Meeting

**For holders as of:** March 25, 2014

**Date:** May 19, 2014      **Time:** 10:00 AM

**Location:** 4 Irving Place  
New York, NY 10003

You are receiving this communication because you hold shares in the company named above.

This is not a ballot. You cannot use this notice to vote these shares. This communication presents only an overview of the more complete proxy materials that are available to you on the Internet. You may view the proxy materials online at [www.proxyvote.com](http://www.proxyvote.com) or easily request a paper copy (see reverse side).

We encourage you to access and review all of the important information contained in the proxy materials before voting.

**See the reverse side of this notice to obtain proxy materials and voting instructions.**

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**Before You Vote**

How to Access the Proxy Materials

**Proxy Materials Available to VIEW or RECEIVE:**

NOTICE AND PROXY STATEMENT          ANNUAL REPORT

**How to View Online:**

Have the information that is printed in the box marked by the arrow (located on the following page) and visit: [www.proxyvote.com](http://www.proxyvote.com).

**How to Request and Receive a PAPER or E-MAIL Copy:**

If you want to receive a paper or e-mail copy of these documents, you must request one. There is NO charge for requesting a copy. Please choose one of the following methods to make your request:

- 1) *BY INTERNET:*          [www.proxyvote.com](http://www.proxyvote.com)
- 2) *BY TELEPHONE:*      1-800-579-1639
- 3) *BY E-MAIL\*:*          [sendmaterial@proxyvote.com](mailto:sendmaterial@proxyvote.com)

\* If requesting materials by e-mail, please send a blank e-mail with the information that is printed in the box marked by the arrow (located on the following page) in the subject line.

Requests, instructions and other inquiries sent to this e-mail address will NOT be forwarded to your investment advisor. Please make the request as instructed above on or before May 5, 2014 to facilitate timely delivery.

**How To Vote**

Please Choose One of the Following Voting Methods

**Vote By Internet:** To vote now by Internet, go to [www.proxyvote.com](http://www.proxyvote.com). Have the information that is printed in the box marked by the arrow available and follow the instructions.

**Vote By Mail:** You can vote by mail by requesting a paper copy of the materials, which will include a voting instruction form.

## Edgar Filing: CRAGG CHRISTOPHER E - Form 4

**Vote In Person:** If you choose to vote these shares in person at the meeting, you must request a *legal proxy*. To do so, please follow the instructions at [www.proxyvote.com](http://www.proxyvote.com) or request a paper copy of the materials, which will contain the appropriate instructions. Many shareholder meetings have attendance requirements including, but not limited to, the possession of an attendance ticket issued by the entity holding the meeting. Please check the meeting materials for any special requirements for meeting attendance. **THIS NOTICE WILL SERVE AS AN ADMISSION TICKET.** **Shareholder Meeting Registration:** To vote and/or attend the meeting, go to shareholder meeting registration link at [www.proxyvote.com](http://www.proxyvote.com).

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**Voting Items**

**The Board of Directors recommends a vote FOR**

**all of the nominees listed (Proposal 1):**

1. Election of Directors

1a. Kevin Burke

1b. Vincent A. Calarco

1c. George Campbell, Jr.

1d. Michael J. Del Giudice

1e. Ellen V. Futter

1f. John F. Hennessy III

1g. John F. Killian

1h. John McAvoy

1i. Armando J. Olivera

1j. Sally H. Piñero

1k. Michael W. Ranger

1l. L. Frederick Sutherland

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**The Board of Directors recommends a vote FOR Proposals 2, 3 and 4:**

2. Ratification of appointment of independent accountants.

3. Approval of the Company's Stock Purchase Plan.

4. Advisory vote to approve named executive officer compensation.



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**Voting Instructions**

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**Electronic Voting Instructions**

**Available 24 hours a day, 7 days a week!**

Instead of mailing your proxy, you may choose one of the voting methods outlined below to vote your proxy.

VALIDATION DETAILS ARE LOCATED BELOW IN THE TITLE BAR.

**Proxies submitted by the Internet or telephone must be received by 1:00 a.m., EDT, on May 19, 2014.**

**Vote by Internet**

Go to [www.investorvote.com/EDESP](http://www.investorvote.com/EDESP)

Or scan the QR code with your smartphone

Follow the steps outlined on the secure website

**Vote by telephone**

Call toll free 1-800-652-VOTE (8683) within the USA, US territories & Canada on a touch tone telephone.

Follow the instructions provided by the recorded message.

Using a **black ink** pen, mark your votes with an **X** as shown in

this example. Please do not write outside the designated areas.

**IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE.**

**A Proposals** The Board of Directors recommends a vote **FOR** all nominees listed and **FOR** Proposals 2, 3 and 4.

	<b>For</b>	<b>Against</b>	<b>Abstain</b>		<b>For</b>	<b>Against</b>	<b>Abstain</b>		<b>For</b>
Directors Ke	..	..	..	07 - John F. Killian	..	..	..		
Calarco	..	..	..	08 - John McAvoy	..	..	..	2. Ratification of appointment of independent accountants.	..
Campbell, Jr.	..	..	..	09 - Armando J. Olivera	..	..	..	3. Approval of the Company's Stock Purchase Plan.	..
Del Giudice	..	..	..	10 - Sally H. Piñero	..	..	..	4. Advisory vote to approve named executive officer compensation.	..
Utter	..	..	..	11 - Michael W. Ranger	..	..	..		
Wennessy III	..	..	..	12 - L. Frederick Sutherland	..	..	..		

**B Non-Voting Items**

**Change of Address** Please print your new address below.      **Comments** Please print your comments below.

**Meeting Attendance**  
Mark the box to the right if you plan to attend the Stockholder Meeting.

**IF VOTING BY MAIL, YOU MUST COMPLETE SECTIONS A - C ON BOTH SIDES OF THIS CARD.**

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**2014 Annual Meeting Admission Ticket**

**2014 Annual Meeting of**

**Consolidated Edison, Inc. Stockholders**

**Monday, May 19, 2014, 10:00 a.m. EDT**

**Consolidated Edison, Inc.**

**4 Irving Place, New York, NY 10003**

*This ticket admits only the named stockholder(s).*

*Please bring this admission ticket and a proper form of identification with you if attending the stockholder meeting.*

**YOUR VOTE IS IMPORTANT!**

**Please vote promptly by telephone, through the Internet or by completing and returning the attached proxy card.**

**q IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. q**

Consolidated Edison, Inc.

4 Irving Place

New York, NY 10003

**CONFIDENTIAL VOTING INSTRUCTIONS**

**TO COMPUTERSHARE AS PLAN AGENT**

**FOR THE CONSOLIDATED EDISON, INC. STOCK PURCHASE PLAN (STOCK PURCHASE PLAN)**

**CONSOLIDATED EDISON, INC.**

**PROXY SOLICITED BY THE BOARD OF DIRECTORS FOR THE**

**ANNUAL MEETING OF STOCKHOLDERS TO BE HELD ON MONDAY, MAY 19, 2014**

I hereby instruct Computershare, the Plan Agent for the Stock Purchase Plan, to vote (in person or by proxy) all of the shares of common stock of Consolidated Edison, Inc. (the Company), which are credited to my account under the Stock Purchase Plan, at the Annual Meeting of Stockholders of the Company to be held on Monday, May 19, 2014, and at any adjournments or postponements thereof on the following matters, all as more fully set forth in the proxy statement, as checked on the reverse side, and in its discretion upon such other matters as may properly come before the meeting or at any adjournments or postponements thereof. This form provides Voting Instructions for shares held in the Stock Purchase Plan. If signed, dated and returned, the shares of common stock of the Company represented by the Voting Instructions will be voted in accordance with the specifications given.

(Items to be voted appear on reverse side.)

**C Authorized Signatures** This section must be completed for your vote to be counted. Date and Sign Below  
Please sign exactly as name(s) appears hereon. Full title of one signing in representative capacity should be clearly designated after signature. Names of all joint holders should be written even if signed by only one.

Date (mm/dd/yyyy) below.	Please print date	Signature 1 within the box.	Please keep signature	Signature 2	Please keep signature
/ /					within the box.

**IF VOTING BY MAIL, YOU MUST COMPLETE SECTIONS A - C ON BOTH SIDES OF THIS CARD.**

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*CONSOLIDATED EDISON, INC.*

*4 IRVING PLACE - ROOM 1618-S*

*NEW YORK, NY 10003*

*ATTN: CAROLE SOBIN*  
**VOTING IS IMPORTANT. PLEASE VOTE TODAY.**

**Vote by Internet, phone or mail. Follow the instructions below.**

**VOTE BY INTERNET - [www.proxvvote.com](http://www.proxvvote.com)**

Use the Internet to transmit these Voting Instructions and for electronic delivery of information up until 11:59 P.M. Eastern Daylight Time on Wednesday, May 14, 2014. Have this Voting Instruction form in hand when accessing the website and then follow the instructions.

**VOTE BY PHONE - 1-800-690-6903**

Use any touch-tone telephone to transmit these Voting Instructions up until 11:59 P.M. Eastern Daylight Time on Wednesday, May 14, 2014. Have this Voting Instruction form in hand when calling and then follow the instructions.

**VOTE BY MAIL**

Mark, sign and date this Voting Instruction form and return it in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717, by Wednesday, May 14, 2014. Do not vote by mail if Voting Instructions were previously transmitted by Internet or phone.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

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KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

**THIS VOTING INSTRUCTION FORM IS VALID ONLY WHEN SIGNED AND DATED.**

**CONSOLIDATED EDISON, INC.**

**The Board of Directors recommends a vote FOR**

**all of the nominees listed (Proposal 1):**

		<b>For</b>	<b>Against</b>	<b>Abstain</b>
1.	Election of Directors:			
1a.	Kevin Burke	..	..	..
1b.	Vincent A. Calarco	..	..	..
1c.	George Campbell, Jr.	..	..	..
1d.	Michael J. Del Giudice	..	..	..

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1e.	Ellen V. Futter	..	..	..
1f.	John F. Hennessy III	..	..	..
1g.	John F. Killian	..	..	..
1h.	John McAvoy	..	..	..
1i.	Armando J. Olivera	..	..	..
1j.	Sally H. Piñero	..	..	..
1k.	Michael W. Ranger	..	..	..
1l.	L. Frederick Sutherland	..	..	..

**The Board of Directors recommends a**

**vote FOR Proposals 2, 3 and 4:**

	<b>For</b>	<b>Against</b>	<b>Abstain</b>
2. Ratification of appointment of independent accountants.	..	..	..
3. Approval of the Company's Stock Purchase Plan.	..	..	..
4. Advisory vote to approve named executive officer compensation.	..	..	..

Please sign exactly as the name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]

Date

Signature (Joint Owners)

Date

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**conEdison, inc.**

**ADMISSION TICKET**

**Annual Meeting of Stockholders of**

**CONSOLIDATED EDISON, INC.**

**MONDAY, MAY 19, 2014 10:00 a.m.**

**4 Irving Place**

**New York, NY 10003**

*This ticket admits only the named stockholder(s). Please bring this admission ticket and a proper form of identification with you if attending the meeting.*

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:**

The Notice and Proxy Statement and Annual Report are available at [www.proxyvote.com](http://www.proxyvote.com).

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**CONFIDENTIAL VOTING INSTRUCTIONS**

**To Vanguard Fiduciary Trust Company as Trustee under the Consolidated Edison Thrift Savings Plan (Thrift Savings Plan) and the Con Edison Tax Reduction Act Stock Ownership Plan (TRASOP Plan)**

**CONSOLIDATED EDISON, INC.**

**Annual Meeting of Stockholders**

**Monday, May 19, 2014**

**This proxy is solicited by the Board of Directors**

Vanguard Fiduciary Trust Company, the Trustee of the Thrift Savings Plan and TRASOP Plan (together, the Plans), is instructed to vote (in person or by proxy) all of the shares of common stock of Consolidated Edison, Inc. (the Company), which are credited to the account under



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the Plans, at the Annual Meeting of Stockholders of the Company to be held on Monday, May 19, 2014, and at any adjournments or postponements thereof, for the matters listed on the reverse side, all as more fully set forth in the proxy statement, as checked on reverse side, and in its discretion upon such other matters as may properly come before the meeting or any adjournments or postponements thereof. This form provides voting instructions for shares held in the Plans. If signed, dated and returned, the shares of common stock of the Company represented by these Voting Instructions will be voted in accordance with the specifications given.

If shares are held in the Plans and these Voting Instructions are not returned to the Trustee by Wednesday, May 14, 2014, the shares will be voted in the same manner and proportions as those shares for which the Trustee has received instructions. If these Voting Instructions are signed, dated and returned with no preference indicated, the shares will be voted on each proposal as recommended by the Board of Directors.

**Continued and to be signed on reverse side**