and secured, to all of which provi-
r or registered owner of this Bond
ts and agrees, but neither the fore-
 nor any provisions of this Bond
t or impair the obligation of the
conditional and unalterable, to pay,
urities herein provided, the princi-
d as herein provided.
re subject to redemption prior to
Company, as a whole at any time
, upon prior notice (unless such
lders) given by publication at least
uccessive calendar weeks (the first
 thirty (30) days nor more than
redemption date) in a daily news-
nguage and published and of gen-
d County of San Francisco, State
he Bonds to be redeemed are in
f any such redemption shall be
s of such registered Bonds to be
 (30) nor more than sixty (60)
e, in addition to such notice being
h notice is waived by the holders
all subject to the conditions and
Mortgage; such redemption to be
t as hereinbelow set forth) of the
rincipal amounts of the Series O

lve-month period ending with the
r:

| | Percent | Year | Percent |
|---|---|---|---|
| ..... | 104.91 | 1990............... | 102.33 |
| ..... | 104.66 | 1991............... | 102.07 |
| ..... | 104.40 | 1992............... | 101.81 |
| ..... | 104.14 | 1993............... | 101.55 |
| ..... | 103.88 | 1994............... | 101.29 |
| ..... | 103.62 | 1995............... | 101.04 |
| ..... | 103.36 | 1996............... | 100.78 |
| ..... | 103.10 | 1997............... | 100.52 |
| ..... | 102.85 | 1998............... | 100.26 |
| ..... | 102.59 | 1999............... | 100.00 |





together in any case with accrued interest to the redemption date.

Notwithstanding the foregoing, the Company shall not have the right to redeem any of the Bonds of Series O at its option prior to March 1, 1979, as a part of a refunding, or anticipated refunding, operation by the application, directly or indirectly, of money borrowed which shall have an interest cost to the Company (expressed as a percentage and calculated in accordance with generally accepted financial practice) of less than 7½% per annum.

If this Bond is called for redemption and payment duly provided for as specified in the Mortgage, this Bond shall cease to be entitled to the lien of the Mortgage from and after the date payment is so provided and shall cease to bear interest from and after the date fixed for redemption.

The Bonds of Series O are entitled to the benefit of the sinking fund provided therefor in the Sixteenth Supplemental Indenture dated March 1, 1969, and any one or more of the Bonds of Series O may be redeemed through the operation of the sinking fund as provided in said Supplemental Indenture and, to the extent provided in said Supplemental Indenture, are severally subject to redemption for the sinking fund prior to maturity at the principal amount thereof, together in any case with interest accrued thereon to the date of redemption and upon notice given in the manner above provided. The Bonds of Series O, upon the conditions specified in said Supplemental Indenture, are also severally subject to redemption through the operation of the Maintenance and Replacement Fund provided for in the Mortgage at the price at which Bonds of Series O may be redeemed for the sinking fund. As provided in said Supplemental Indenture, the Bonds of Series O are also subject to redemption, at the option of the Company, at any time at the principal amount thereof, together in any case with accrued interest to the redemption date, with money deposited with the Trustee in connection with the taking, by the exercise of the power of eminent domain, of all or a substantial part of the properties of the Company subject to the lien of the Mortgage as a first mortgage, or the sale of such properties to any governmental body or agency, or the sale of such properties upon the exercise by any governmental body or agency of any right which it may have to designate a purchaser for, or order the sale of said properties, or in connection with any threat or imminence of the foregoing.