

SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

Filing Date: **1995-05-10**
SEC Accession No. **0000950131-95-001218**

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FILER

KENTUCKY UTILITIES CO

CIK: **55387** | IRS No.: **610247570** | State of Incorporation: **KY** | Fiscal Year End: **1231**
Type: **S-3** | Act: **33** | File No.: **033-59221** | Film No.: **95536283**
SIC: **4911** Electric services

Business Address
*ONE QUALITY ST
LEXINGTON KY 40507
6062552100*

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER

THE SECURITIES ACT OF 1933

KENTUCKY UTILITIES COMPANY
(EXACT NAME OF REGISTRANT AS SPECIFIED IN CHARTER)

KENTUCKY AND VIRGINIA
(STATE OR OTHER JURISDICTION OF INCORPORATION (I.R.S. EMPLOYER IDENTIFICATION
OR ORGANIZATION)

61-0247570
NO.)

ONE QUALITY STREET
LEXINGTON, KENTUCKY 40507
606/255-2100
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF
REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

O.M. GOODLETT, SENIOR VICE PRESIDENT
ONE QUALITY STREET
LEXINGTON, KENTUCKY 40507
606/255-2100
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE,
OF AGENT FOR SERVICE)

WITH COPY TO:
ROBERT A. YOLLES, ESQ.
JONES, DAY, REAVIS & POGUE
77 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-1692
312/782-3939

WITH COPY TO:
D. COLLIER KIRKHAM, ESQ.
CRAVATH, SWAINE & MOORE
WORLDWIDE PLAZA
825 EIGHTH AVENUE
NEW YORK, NEW YORK 10019
212/474-1000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as
practicable, or from time to time, after the effective date of this
Registration Statement.

If the only securities being registered on this Form are being offered
pursuant to dividend or interest reinvestment plans, please check the following
box. []

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with dividend or
interest reinvestment plans, check the following box. []

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT*	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE*	AMOUNT OF REGISTRATION FEE
<S> First Mortgage Bonds...	<C> \$13,000,000	<C> 100%	<C> \$13,000,000	<C> \$4,485

</TABLE>

*Estimated solely for purpose of calculating the amount of the registration fee.

PURSUANT TO RULE 429 UNDER THE SECURITIES ACT OF 1933 THE PROSPECTUS CONSTITUTING A PART OF THIS REGISTRATION STATEMENT ALSO RELATES TO \$37,000,000 OF THE REGISTRANT'S FIRST MORTGAGE BONDS WHICH WERE REGISTERED FOR SALE BY THE REGISTRANT IN REGISTRATION STATEMENT ON FORM S-3 (FILE NO. 33-69852). THIS REGISTRATION STATEMENT ALSO CONSTITUTES POST-EFFECTIVE AMENDMENT NO. 1 WITH RESPECT TO SUCH REGISTRATION STATEMENT NO. 33-69852 AND SUCH POST-EFFECTIVE AMENDMENT SHALL HEREAFTER BECOME EFFECTIVE CONCURRENTLY WITH THE EFFECTIVENESS OF THIS REGISTRATION STATEMENT IN ACCORDANCE WITH SECTION 8(C) OF THE SECURITIES ACT OF 1933. FILE NO. 33-69852 ALSO REGISTERED PREFERRED STOCK PURSUANT TO GENERAL INSTRUCTION II.D TO FORM S-3. REGISTRANT WILL NO LONGER OFFER PREFERRED STOCK PURSUANT TO FILE NO. 33-69852.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

+++++
 +INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +
 +REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +
 +SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
 +OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +
 +BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +
 +THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +
 +SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +
 +UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
 +ANY SUCH STATE. +

SUBJECT TO COMPLETION
 PRELIMINARY PROSPECTUS DATED MAY 10, 1995

KENTUCKY UTILITIES COMPANY

FIRST MORTGAGE BONDS

Kentucky Utilities Company (the "Company") may offer for sale, from time to time up to an aggregate principal amount of \$50,000,000 of its First Mortgage Bonds (the "Bonds") in one or more series, in amounts, at prices and on terms to be determined at the time or times of sale. The related Prospectus Supplement (the "Prospectus Supplement") will set forth with regard to the series of Bonds in respect of which this Prospectus is being delivered (the "Offered Bonds") the specific terms of the offering and sale of such Offered Bonds, including the offering terms applicable thereto, the use of proceeds thereof, the designation, aggregate principal amount, maturity or maturities, rate or rates of interest (or method of determination or calculation thereof), times of payment of interest, any redemption terms, any other special terms of such series and whether such series will be issued in book-entry form.

The Company may sell the Offered Bonds to or through underwriters or dealers, directly to other purchasers or through agents. The names of any underwriters, dealers or agents involved in the distribution of the Offered Bonds, any applicable discounts, commissions or allowances and any initial public offering price will be set forth in the Prospectus Supplement. See "Plan of Distribution" herein.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 1995.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Company may be inspected and copied, at prescribed rates, at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at its regional offices located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and 7 World Trade Center, New York, New York 10048. Copies of such material can be obtained from the Public Reference Section of the Commission, Washington, D.C. 20549 at prescribed rates. In addition, reports, proxy statements and other information concerning the Company may be inspected at the office of the Philadelphia Stock Exchange, 1900 Market Street, Philadelphia, Pennsylvania 19103. The Company is not required to, and does not, provide annual reports to holders of its debt securities unless specifically requested by a holder.

The Company has filed Registration Statements with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the

Bonds. This Prospectus does not contain all of the information set forth in such Registration Statements, certain parts of which are omitted in accordance with the rules and regulations of the Commission. Reference is made to such Registration Statements and the exhibits thereto for further information with respect to the Company and the Bonds.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Company's Annual Report on Form 10-K for the year ended December 31, 1994 (the "1994 Form 10-K") and the Quarterly Report on Form 10-Q for the quarter ended March 31, 1995 filed by the Company with the Commission are incorporated in this Prospectus by reference and are made a part hereof. All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this Prospectus and prior to the termination of the offering or offerings made by this Prospectus, shall be deemed to be incorporated in this Prospectus by reference and to be a part hereof from the respective dates of filing of such documents. Any statement contained in a document incorporated by reference in this Prospectus shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement in this Prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide without charge to each person, including any beneficial owner, to whom this Prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents that have been incorporated in this Prospectus by reference, other than exhibits to such documents that have not been specifically incorporated by reference herein or therein. Requests should be directed to O.M. Goodlett, Senior Vice President, Kentucky Utilities Company, One Quality Street, Lexington, Kentucky 40507, 606/255-2100.

SELECTED INFORMATION

The following information is qualified in its entirety by the detailed information and the financial statements and notes appearing elsewhere in this Prospectus or in the documents incorporated in this Prospectus by reference.

THE OFFERING

<TABLE>

<S>	<C>
Securities Offered.....	\$50,000,000 of first mortgage bonds (the "Bonds")
Use of Proceeds.....	For general corporate purposes, including to refinance short-term debt, and to retire (through redemption, purchase or otherwise) one series of currently outstanding first mortgage bonds as described under "Use of Proceeds" herein.

THE COMPANY

Business.....	Electric utility
Service area.....	Central, southeastern and western Kentucky and southwestern Virginia
Estimated Population of Service Area.....	Approximately 1,000,000
Customers.....	Approximately 447,500
Sources of KWH Generation for year ended December 31, 1994.....	99% coal and 1% other
Estimated 1995-1999 Construction Expenditures (including Clean Air Act Construction Expenditures of approximately \$18 million).....	\$521 million

SELECTED FINANCIAL INFORMATION
(DOLLARS IN THOUSANDS)

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,			12 MONTHS ENDED
	-----			MARCH 31, 1995
	1992	1993	1994	(UNAUDITED)

<S>	<C>	<C>	<C>	<C>
SELECTED INCOME STATEMENT DATA:				
Operating Revenues.....	\$575,821	\$606,588	\$636,652	\$637,271
Income Before Interest Charges.....	\$117,213	\$114,000	\$111,579	\$106,766
Net Income.....	\$ 76,298	\$ 81,286	\$ 77,512	\$ 71,096

RATIO OF EARNINGS TO FIXED CHARGES (UNAUDITED):

The ratio of earnings to fixed charges is computed by dividing earnings by fixed charges. Earnings consist of net income plus fixed charges, current income taxes, deferred income taxes--net and deferred investment tax credit--net and excludes undistributed earnings of an equity investment and cumulative effect of a change in accounting principle. Fixed charges consist of interest on long-term debt (net of amortization and debt discount, premium and expense) and other interest charges.

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					12 MONTHS ENDED
	-----					MARCH 31, 1995
	1990	1991	1992	1993	1994	-----

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Ratio of Earnings to Fixed Charges.....	4.27	4.38	3.80	4.82	4.46	4.00

CAPITALIZATION (UNAUDITED):

Capitalization of the Company as of March 31, 1995, as adjusted, gives effect to the sale of \$50 million of the Bonds and the assumed use of the proceeds thereof for refinancing of short-term indebtedness incurred for general corporate purposes.

<TABLE>

<CAPTION>

	MARCH 31, 1995		% OF CAPITALIZATION AS ADJUSTED
	ACTUAL	AS ADJUSTED	
<S>	<C>	<C>	<C>
Long-Term Debt, including unamortized premium.....	\$ 496,008	\$ 546,008	46.6%
Short-Term Debt.....	69,200	19,200	1.6
Preferred Stock.....	40,000	40,000	3.4
Common Stock Equity.....	567,776	567,776	48.4
	-----	-----	-----
Total Capitalization.....	\$1,172,984	\$1,172,984	100.0%
	=====	=====	=====

</TABLE>

THE COMPANY

Kentucky Utilities Company, a Kentucky and Virginia corporation (the "Company"), is a public utility engaged in producing and selling electric energy. The Company provides electric service to about 419,200 customers in 77 counties in Kentucky and about 28,300 customers in five counties in southwestern Virginia. The largest city served is Lexington, Kentucky. The territory served includes most of the Blue Grass Region in central Kentucky and parts of the coal mining areas in southeastern and western Kentucky and southwestern Virginia. Lexington is the center of the Blue Grass Region, in which thoroughbred horse, burley tobacco and bourbon whiskey distilling industries are located. KU Energy Corporation, a publicly owned holding company, is the owner of all of the outstanding Common Stock of the Company. The Company's executive offices are located at One Quality Street, Lexington, Kentucky 40507, and its telephone number is 606/255-2100.

USE OF PROCEEDS

The proceeds from the issuance and sale of the Bonds will be used principally for general corporate purposes, including to refinance short-term debt. In addition, if market conditions are favorable, proceeds may be used for the retirement (through redemption, purchase or otherwise) of one series of outstanding first mortgage bonds of the Company (the "Prior Securities"). The specific allocation of the proceeds of a particular series of Offered Bonds and information relating to the particular Prior Securities, if any, to be retired will be described in the Prospectus Supplement related thereto. Any Prior Securities purchased will be purchased at a price not in excess of the then-current redemption price applicable to the Prior Securities. In case of the redemption or purchase of Prior Securities, proceeds of the Bonds may be applied to pay any redemption premium or purchase price in excess of the principal amount.

GENERAL

The Bonds will be issued as additional series under, and secured by, the Indenture of Trust dated May 1, 1947, as amended and supplemented, and as to be further amended by one or more supplemental indentures to be entered into in connection with each series of Offered Bonds (each a "Supplemental Indenture"), between the Company and Bank of America Illinois, Chicago, Illinois (formerly Continental Bank, National Association and formerly Continental Illinois National Bank and Trust Company of Chicago, the "Trustee") and Robert J. Donahue, successor Co-Trustee (collectively, the "Trustees"). Said Indenture of Trust and each Supplemental Indenture, copies of which are filed as exhibits to the Registration Statements, are herein called the "Indenture."

The Indenture is filed as an exhibit to the Registration Statements and is incorporated herein by reference. The following statements, unless the context otherwise indicates, are brief summaries of the substance or general effect of certain provisions of the Indenture. The statements make use of defined terms and are not complete; they are subject to all the provisions of the Indenture and are qualified in their entirety by reference to the Indenture.

The Prospectus Supplement with respect to each series of Bonds will set forth the following information relating to such Bonds being offered thereby ("Offered Bonds"): (1) the designation of the Offered Bonds; (2) the aggregate principal amount of the Offered Bonds and use of proceeds thereof; (3) the date or dates on which the principal of the Offered Bonds shall be payable; (4) the rate or rates (or method of calculation) at which the Offered Bonds shall bear interest, the date or dates from which such interest shall accrue and the dates on which such interest shall be payable; (5) the price or prices at which, the period or periods within which and the terms and conditions upon which the Offered Bonds may be redeemed at the option of the Company; (6) the price or prices at which, the period or periods within which and the terms and conditions

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upon which the Offered Bonds shall be redeemed pursuant to any mandatory or optional sinking or debt retirement fund; (7) any other special terms of the Offered Bonds and (8) whether the Offered Bonds will be issued in "book-entry form" through the facilities of a securities depository (the "Depository") as described under "Book Entry System" herein.

The holders of the outstanding first mortgage bonds do not have the right to tender such first mortgage bonds to the Company for repurchase upon the Company or KU Energy Corporation becoming involved in a highly leveraged or change in control transaction.

Principal and interest on the Bonds will be payable in Chicago, Illinois, or New York, New York and interest is payable, at the option of the Company, by check mailed to the registered owners of the Bonds. The Bonds will be issued only in fully registered form without coupons, in denominations of \$1,000 each or any integral multiple thereof or by a global security registered in the name of the Depository. Transfers and exchanges of Bonds for other registered Bonds will be made without charge other than for any taxes or other governmental charges. The Company will not be required (a) to issue, register, transfer or

exchange any Bonds of a particular series and maturity during a period beginning at the opening of business on the tenth business day next preceding any selection of Bonds of such series and maturity to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part or (c) to transfer, exchange or register Bonds during the 10 days next preceding an interest payment date applicable to such Bonds.

At March 31, 1995, the Company had outstanding \$486,130,000 in principal amount of first mortgage bonds issued under the Indenture. Bonds may be authenticated against an equal principal amount of first mortgage bonds which have been retired and/or in an amount equal to 60% of net expenditures for bondable property not theretofore bonded. At March 31, 1995, the principal amount of retired first mortgage bonds available as a basis for authenticating additional first mortgage bonds aggregated \$93,200,000 and unbonded net expenditures for bondable property aggregated not less than \$360,372,000. See "Issuance of Additional Bonds" below. For the five year period ended December 31, 1994, gross additions to the utility properties of the Company aggregated about \$584,129,000. Gross retirements for such period were about \$55,247,000.

DEBT RETIREMENT

Except as expressly set forth in any Prospectus Supplement relating to Offered Bonds, the Bonds will not be entitled to any covenant providing for the retirement or amortization of Bonds outstanding or for the certification of expenditures for bondable property in lieu of such retirement. However, with respect to the Company's first mortgage bonds, series K, the Indenture provides that during each calendar year the Company will retire, or pay the Trustee cash sufficient to redeem, 1% of the amount of such first mortgage bonds then outstanding; or, in lieu thereof, certify to the Trustee \$1,666.67 of net expenditures for bondable property on which the Indenture is a first mortgage lien, for each \$1,000 of such first mortgage bonds otherwise required to be retired. Unapplied net expenditures for bondable property and unapplied excess retirements of first mortgage bonds of such series made in prior years may be used to satisfy the foregoing provisions. For one prior series that has been retired, any net expenditures for bondable property used or applied to satisfy the debt retirement provisions previously applicable to such series may be used again as the basis for authentication of the Company's first mortgage bonds, the withdrawal of cash or the release of property under the Indenture.

REDEMPTION

Each series of Offered Bonds will be subject to such redemption provisions, if any (including mandatory redemption or redemption at the option of the Company), as may be set forth in the Prospectus Supplement relating to such Offered Bonds.

MAINTENANCE AND REPAIR

With respect to the Company's first mortgage bonds of all prior series issued under the Indenture (other than pollution control series Nos. 7, 8, 1B, 2B, 3B, 4B, 9 and 10), the Indenture provides that so long as such first mortgage bonds are outstanding, and, unless otherwise specified in the accompanying Prospectus

Supplement with respect to any series of Offered Bonds, the related Supplemental Indenture will provide that, so long as such Offered Bonds are outstanding, the Company will expend during each calendar year, and certify to the Trustees, an amount equal to 15% of its utility operating revenues for such year, after deducting from such revenues the cost of electricity, gas and water purchased for exchange or resale, for (1) the maintenance and repair of its utility properties, (2) bondable property on which the Indenture is a first mortgage lien, and/or (3) the retirement of the Company's first mortgage bonds of any series heretofore or hereafter issued under the Indenture. In lieu of such requirement, the Company may pay to the Trustees, in cash, any deficiency in the amount required to be so expended, after deducting any unapplied excess expenditures previously made for any of such purposes. Any such cash may be applied to the retirement, through purchase, payment or redemption, of the Company's first mortgage bonds (such retirement by redemption to be only if such first mortgage bonds are otherwise redeemable) or be withdrawn by the Company to the extent of 100% of either gross or net expenditures for bondable property on which the Indenture is a first mortgage lien. There is no requirement under the Indenture that future series of the Company's first mortgage bonds be entitled to a maintenance or repair covenant.

The Indenture also provides that (i) the Company shall maintain the mortgaged properties in good repair and working order, (ii) the Trustee may, and if requested by holders of a majority in principal amount of all outstanding first mortgage bonds of the Company and furnished with the necessary funds therefor shall, cause such properties to be inspected by an independent engineer (not more often than at five-year intervals) to determine whether they have been so maintained and whether any property, not retired on the Company's books, should be so classified for the purpose of computing net expenditures for bondable property or otherwise, and (iii) the Company shall make good any deficiency in maintenance disclosed by such engineer's report as rendered or as modified by arbitration.

SECURITY

The Bonds will be secured by the lien of the Indenture and will rank equally with all the Company's first mortgage bonds at any time outstanding under and secured by the Indenture, except as to differences between series permitted by the Indenture and not affecting the rank of the lien thereof. In the opinion of Ogden Newell & Welch, Louisville, Kentucky, counsel for the Company, the Indenture constitutes a first mortgage lien, subject only to permitted encumbrances and liens and prepaid liens, on all or substantially all the permanent fixed properties now owned by the Company. One small hydroelectric generating station is located on land owned by the United States and is operated under an annually renewable license; a few small substations are maintained on land over which the Company holds easements; and certain of the electric transmission lines and distribution lines are installed on public streets, alleys and highways or are located on easements or rights-of-way. With respect to property located in Virginia, no examination of underlying titles as to easements or rights-of-way for transmission or distribution lines has been made, but, should the rights of the Company in this respect be questioned, valid easements and rights-of-way in Virginia may, in the opinion of counsel, be acquired from private property owners by condemnation proceedings. The Indenture contains provisions subjecting after-acquired property, other than excepted property, to the lien thereof. Such provisions might not be effective (i) as to proceeds, products, rents, issues or profits of property subject to the lien of the Indenture realized, and additional property acquired, within 90 days prior and subsequent to the filing of a case with respect to the Company

under the United States Bankruptcy Code, state insolvency laws or other similar laws affecting the enforcement of creditors' rights and (ii) with respect to property located in Virginia not so affixed to other property as to become subject to the lien of the Indenture without resort to the after-acquired property provisions, the lien may be defeated, until recordation of a further supplemental indenture conveying such property to the Trustees after its acquisition, (a) by the intervention of bankruptcy proceedings or (b) by the attachment of a judgment lien or by sale to purchasers for value without notice.

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The Indenture excepts or excludes from the lien thereof all cash, securities, accounts and bills receivable, choses in action and certain judgments not deposited or pledged with the Trustees, certain personal property held for sale, lease, rental or consumption in the ordinary course of business, the last day of each term under any lease of property, all gas, oil and other minerals under any property subject thereto, and certain real estate described therein.

ISSUANCE OF ADDITIONAL BONDS

The Indenture does not fix an overall dollar limitation on the aggregate principal amount of first mortgage bonds that may be issued or outstanding thereunder. First mortgage bonds may be issued from time to time under the Indenture in a principal amount equal to: (a) 60% of eligible net expenditures made by the Company for bondable property constructed or acquired by it and on which the Indenture is a first mortgage lien, subject only to permitted encumbrances and liens and prepaid liens, (b) the principal amount of previously authenticated first mortgage bonds which have been retired or for the retirement of which the Trustee holds the necessary funds, other than certain first mortgage bonds not usable for the purpose under the terms of the Indenture, and (c) the amount of money deposited with the Trustee for the purpose, which money may be applied to the retirement of the Company's first mortgage bonds or may be withdrawn in lieu of the authentication of an equivalent principal amount of first mortgage bonds under the Indenture provisions referred to in clauses (a) and (b). For one prior series that has been retired, any bonds of such series and any net expenditures for bondable property used or applied to satisfy the debt retirement provisions previously applicable to such series may be used as the basis for the authentication of additional bonds under the Indenture. Net expenditures for bondable property are determined as provided in the Indenture. In general, bondable property means any utility plant, property or equipment owned by the Company and used or useful in its utility business.

No additional first mortgage bonds may be authenticated under the Indenture provisions referred to in clauses (a) and (c) above, or authenticated as provided in clause (b) above, bearing a higher rate of interest than the first mortgage bonds to be retired (unless such first mortgage bonds to be retired would mature within five years) unless the Company's net earnings (as described below) for a 12-month period ending within 90 days next preceding such authentication were at least equal to twice the interest for one year on (1) all first mortgage bonds to be outstanding under the Indenture immediately after such authentication, other than first mortgage bonds for the retirement of which the Trustees hold the necessary funds, and (2) all other indebtedness then secured by a lien equal or prior to the Indenture on property of the Company, with certain exceptions.

Net earnings of the Company for any period are determined under the Indenture by deducting from the total gross earnings and income of the Company for the period, all its operating expenses for the period, including current maintenance and repairs, rentals, insurance, taxes other than income taxes, and all charges or provisions for depreciation, retirements, renewals and replacements, but not amortization, computed as provided in the Indenture. The Indenture presently provides that in computing net earnings, the amounts to be deducted for maintenance and repairs, and for charges or provisions for depreciation, retirements, renewals and replacements, shall aggregate not less than 15% of the Company's utility operating revenues for the period, after deducting from such revenues the cost of electricity, gas and water purchased for resale. By a supplemental indenture dated May 1, 1991, the Indenture was amended to provide in effect that, upon the effectiveness of the amendment as described below, in computing net earnings for any period, the amounts to be deducted for charges or provisions for maintenance and repairs, and for depreciation, retirements, renewals and replacements, shall aggregate not less than an amount equal to 2 1/4% of the arithmetical average of the amount of depreciable bondable property (as defined in the Indenture) at the beginning and at the end of such period. Until the foregoing amendment is effective, upon the retirement or with the consent of the holders of all the Company's first mortgage bonds series K and pollution control series No. 7, the Company will be required to comply with the Indenture requirements as to the method of computing net earnings, without regard to such amendment. Holders of the Bonds, holders of the Company's first mortgage bonds,

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series P and Q and pollution control series Nos. 8, 1B, 2B, 3B, 4B, 9 and 10 and holders of the Company's first mortgage bonds of subsequent series will be bound by the foregoing amendment when it becomes effective as described.

ACQUISITION OF PROPERTY SUBJECT TO A PRIOR LIEN

The Indenture presently provides in effect that the Company will not acquire any property of a value in excess of \$500,000 which at the time of acquisition is subject to a lien equal or prior to the Indenture (other than permitted encumbrances and liens and prepaid liens) unless, at that time, (a) the principal amount of all outstanding obligations secured by such equal or prior lien shall not exceed 60% of the fair value of any bondable property so acquired and (b) the net earnings of such property during a 12-month period ending within 90 days next preceding such acquisition were at least equal to twice the annual interest charge on such obligations, except any of such obligations owed by the Company or for the retirement of which the necessary funds are deposited under such lien or with the Trustee. By supplemental indenture dated May 15, 1992, the Indenture was amended to provide that, upon the effectiveness of such amendment as described below, the dollar amount referred to above shall be the lesser of (i) \$25,000,000 or (ii) 10 percent of utility plant less accumulated depreciation of the Company at the time of acquisition, but in no event less than \$500,000. Such amendment will be effective upon the retirement or with the consent of the holders of all the Company's first mortgage bonds, series K and pollution control series Nos. 7 and 8. The foregoing covenant will be extended to Offered Bonds only to the extent specified in the accompanying Prospectus Supplement and only as amended as described above. Holders of the Bonds, holders of the Company's first mortgage bonds, series P and Q and pollution control series Nos. 1B, 2B, 3B,

4B, 9 and 10 and holders of first mortgage bonds of subsequent series will be bound by the foregoing amendment when it becomes effective as described.

LIMITATIONS ON COMMON STOCK DIVIDENDS

Except as expressly set forth in any Prospectus Supplement relating to Offered Bonds, the Bonds will not be entitled to any covenant restricting payment of dividends on the Company's common stock. However, the Indenture provides in effect that, so long as any first mortgage bonds, series K and pollution control series No. 7 are outstanding thereunder, the Company will not declare or pay any dividends on its common stock (other than in stock), or make any other distribution on or purchase any of its common stock, unless, for the period beginning May 1, 1947 to the date of such payment, distribution or purchase, the total amount expended by the Company for maintenance and repairs and provided for depreciation of properties subject to the lien of the Indenture, plus the earned surplus (retained earnings) of the Company earned during such period and remaining after any such payment, distribution or purchase, shall aggregate not less than 15% of the Company's total utility operating revenues for the period, after deducting from such revenues the cost of electricity, gas and water purchased for exchange or resale. For the period May 1, 1947 to March 31, 1995, the total of the amounts so expended and provided by the Company for such maintenance, repairs and depreciation, plus the undistributed earned surplus accumulated during the period, aggregated about 21% of such revenues and, exclusive of such earned surplus, aggregated about 17% of such revenues. The Company's first mortgage bonds, series P and Q and pollution control series Nos. 8, 1B, 2B, 3B, 4B, 9 and 10 are not entitled to the benefit of any covenant restricting the payment of dividends on the Company's common stock. First mortgage bonds of the Company may be issued in the future which are entitled to the benefits of more stringent or less stringent covenants with respect to payments of dividends by the Company, or may be entitled to no such covenants.

MODIFICATION OF INDENTURE

The terms and provisions of the Indenture may be modified or amended from time to time by a supplemental indenture executed by the Company and the Trustees and without the consent of bondholders, for any one or more of the purposes provided in the Indenture. Such purposes include, among others, (1) any change or modification of any of the terms or conditions of the Indenture, provided that such change or

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modification would not adversely affect the first mortgage bonds then outstanding under the Indenture and is made effective only with respect to first mortgage bonds authenticated under the Indenture after the execution of such supplemental indenture and (2) any other change or modification of such terms or conditions which is not inconsistent with the terms, and which shall not impair the security, of the Indenture.

By supplemental indenture dated August 1, 1979, the Indenture was amended to provide that upon the effectiveness of such amendment as described below the Indenture may be amended in any respect with the consent of the holders of not less than 66 2/3% in principal amount of all of the Company's first mortgage bonds of all series then outstanding under the Indenture that would be affected thereby, except that, without the consent of the holder of each outstanding

first mortgage bond affected thereby, no such amendment shall, among other things, (i) extend the time or times or otherwise affect the terms of payment of the principal, interest or premium in respect of any first mortgage bond, or reduce the principal amount of any first mortgage bond or any premium thereon or the rate of interest thereon, (ii) impair the right of any bondholder to institute suit for the enforcement of any such payment in respect of his first mortgage bonds, (iii) permit the creation of any lien ranking prior to, or on a parity with, the lien of the Indenture, other than permitted encumbrances and liens or prepaid liens, (iv) deprive any nonassenting bondholder of a lien on the mortgaged property for the security of his first mortgage bonds or (v) reduce the percentage in principal amount of first mortgage bonds, the consent of the holders of which is required for any such amendment. Such amendment will be effective upon the retirement or with the consent of the holders of all the Company's first mortgage bonds, series K. The foregoing amendment is binding upon holders of the Bonds, holders of the first mortgage bonds, series P and Q and pollution control series Nos. 7, 8, 1B, 2B, 3B, 4B, 9 and 10 and holders of first mortgage bonds of subsequent series.

By supplemental indenture dated May 15, 1992, the Indenture was further amended to provide that upon the effectiveness of such amendment as described below the percentage of bondholders necessary to consent to amendments shall be 51% (instead of 66 2/3% as described above). Such amendment will be effective upon (i) the effectiveness of the amendment included in the supplemental indenture of August 1, 1979 described above and (ii) the retirement or with the consent of the holders of all the Company's first mortgage bonds, series K and pollution control series Nos. 7 and 8. Holders of the Bonds and holders of first mortgage bonds, series P and Q and pollution control series Nos. 1B, 2B, 3B, 4B, 9 and 10 and holders of first mortgage bonds of subsequent series will be bound by the foregoing amendment when it becomes effective as described.

OTHER INDENTURE PROVISIONS

Holders of a majority in principal amount of the first mortgage bonds secured by the Indenture have the right to direct the time, method and place of conducting proceedings for remedies available to, or exercising any trust or power of, the Trustees. However, the Trustees may decline to follow such directions under certain circumstances specified in the Indenture; the Trustees are not required to exercise powers of entry or sale under the Indenture; and the Trustees are entitled to be indemnified against expenditures incurred in connection with taking any directed action or proceeding.

A "default" or an "event of default" under the Indenture means: (a) failure to pay the principal of any first mortgage bond of the Company when due at maturity or otherwise; (b) failure to pay first mortgage bond interest within 60 days after its due date; (c) failure to pay the principal of, or interest on, any prior lien bond, continued beyond the grace period (if any) specified in the lien securing such bond and also continued beyond 30 days after written notice to the Company of such failure; (d) failure of the Company for 90 days after written demand to comply with any other covenant or condition in the Indenture or in any first mortgage bond or any prior lien bond or lien; or (e) certain events relating to bankruptcy, insolvency, assignment or receivership. The Trustees are required to give notice to bondholders of defaults known to the Trustees, within 90 days after the occurrence thereof; provided that the Trustees may withhold giving notice to bondholders of defaults (other than any default in payment of interest, principal or sinking or purchase fund installment in respect of any first mortgage bond secured by the Indenture) if the Trustees determine in good faith that

such withholding is in the interest of the bondholders. Upon default, the Trustees may, among other remedies, and upon written notice from the holders of a majority in principal amount of first mortgage bonds then outstanding under the Indenture shall, declare the principal of all first mortgage bonds to be immediately due and payable. Upon certain terms and conditions, the declaration of acceleration may be rescinded and waived.

The Company is required to furnish to the Trustees certificates of officers and engineers and, in certain cases, of accountants in connection with the authentication of first mortgage bonds, withdrawal of money, release of property and other matters, and opinions of counsel as to the lien of the Indenture and other matters. The Company also is required to furnish the Trustee, not less frequently than annually, a certificate as to the Company's compliance with the terms of the Indenture, including the satisfaction of the maintenance and renewal and the debt retirement provisions of the Indenture, and an opinion of counsel with respect to the lien of the Indenture.

RELATIONSHIP WITH THE TRUSTEE

The Company maintains a general checking account with and may use other services of Bank of America Illinois, Chicago, Illinois, the Trustee.

BOOK-ENTRY SYSTEM

The Bonds, at the option of the Company, may be issued as either securities in certificated form or global securities. If, as described in the applicable Prospectus Supplement, the Company elects to use a book-entry system with respect to any Offered Bonds, upon issuance, all Offered Bonds having the same issuance date, maturity date, redemption provisions and interest rate or rates will be represented by one fully-registered global security (the "Global Security"). The Global Security will be deposited with, or on behalf of, the Depository, and registered in the name of the Depository or a nominee of the Depository. Unless otherwise specified in a Prospectus Supplement, the Depository with respect to any Bonds will be The Depository Trust Company ("DTC").

So long as the Depository, or its nominee, is the registered owner of a Global Security, such Depository or such nominee, as the case may be, will be considered the owner of such Global Security for all purposes, including any notices and voting. Except in the circumstances described below, the owners of beneficial interests in a Global Security will not be entitled to have any individual Bonds registered in their names, will not receive or be entitled to receive physical delivery of any such Bonds and will not be considered the owners of Bonds under the Indenture. Accordingly, each person holding a beneficial interest in a Global Security must rely on the procedures of the Depository and, if such person is not a Direct Participant (as herein defined), on procedures of the Direct Participant through which such person holds its interest, to exercise any of the rights of a registered owner of such Bond.

If the Depository is at any time unwilling or unable to continue as depository and a successor depository is not appointed, the Company will issue individual securities in certificated form ("Certificated Securities") in exchange for the Global Security or Global Securities representing the

corresponding book-entry Bonds represented by one or more Global Securities and, in such event, will issue Certificated Securities in exchange for the Global Securities representing the corresponding book-entry Bonds. Further, in such event, an owner of a beneficial interest in a Global Security representing book-entry Bonds may, on terms acceptable to the Company and the Depository for such Global Security, receive such book-entry Bonds as Certificated Securities. In any such instance, an owner of a beneficial interest in a Global Security representing book-entry Bonds will be entitled to physical delivery of individual Certificated Securities equal in principal amount to such beneficial interest and to have such Certificated Securities registered in the name of such owner. Certificated Securities will be issued as registered Bonds in denominations of \$1,000 unless otherwise specified in a Prospectus Supplement.

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The following is based solely on information furnished by DTC:

DTC will act as securities depository for the Global Securities. The Global Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Global Security certificate will be issued for each issue of the Global Securities, each in the aggregate principal amount of such issue and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates.

Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The rules applicable to DTC and its Participants are on file with the Commission.

Purchases of Global Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for such purchases of Global Securities on DTC's records. The ownership interest of each actual purchaser of each Global Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Global Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive

certificates representing their ownership interests in the Global Securities, except in the event that use of the book-entry system for the Global Securities is discontinued.

To facilitate subsequent transfers, all Global Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Global Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Global Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Global Securities are credited which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

If the Global Securities are redeemable, redemption notices shall be sent to Cede & Co. If less than all of the Global Securities are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Global Securities. Under its usual procedures, DTC mails an omnibus proxy to the Company as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants whose accounts the Global Securities are credited on the record date (identified in a listing attached to the omnibus proxy).

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Principal and interest payments on the Global Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the date on which interest or a dividend is payable in accordance with the respective holdings shown on DTC's records, unless DTC has reason to believe that it will not receive payment on such date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on Bonds represented by Global Securities to DTC is the responsibility of the Company and the Trustee. Disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Global Securities at any time by giving reasonable notice to the Company and the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds in certificated form are required to be printed and delivered. The Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities

depository). In that event, Bonds in certificated form are required to be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources (including DTC) that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

The underwriters, dealers or agents of any Offered Bonds may be Direct Participants of DTC.

NONE OF THE COMPANY, THE TRUSTEE, OR ANY AGENT FOR PAYMENT ON OR REGISTRATION OF TRANSFER OR EXCHANGE OF ANY GLOBAL SECURITY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ASPECT OF THE RECORDS RELATING TO OR PAYMENTS MADE ON ACCOUNT OF BENEFICIAL INTERESTS IN SUCH GLOBAL SECURITY OR FOR MAINTAINING, SUPERVISING OR REVIEWING ANY RECORDS RELATING TO SUCH BENEFICIAL INTERESTS.

LEGAL OPINIONS

The validity of the Bonds will be passed upon for the Company by Jones, Day, Reavis & Pogue, 77 West Wacker, Chicago, Illinois 60601-1692, and Ogden Newell & Welch, 1200 One Riverfront Plaza, Louisville, Kentucky 40202. Certain legal matters will be passed upon for any underwriter, dealer or purchaser by Cravath, Swaine & Moore, 825 Eighth Avenue, New York, New York 10019.

The Company is advised that as of March 31, 1995 members of Ogden Newell & Welch owned 12,837 shares of common stock of KU Energy Corporation.

The statements as to matters of law or legal conclusions with respect to the jurisdiction of certain federal regulatory commissions expressed under Item 1, Business--Regulation in the 1994 Form 10-K have been prepared or reviewed by Jones, Day, Reavis & Pogue. The statements as to matters of law or legal conclusions (a) relating to the jurisdiction of certain state regulatory commissions, expressed under Item 1, Business--Regulation in the 1994 Form 10-K, (b) relating to the Company's compliance with environmental standards and regulations expressed under Item 1, Business--Environmental Matters in the 1994 Form 10-K and (c) expressed under "Description of Bonds--Security" in this Prospectus, have been prepared or reviewed by Ogden Newell & Welch. Such statements are made upon the authority of such counsel, who have given their opinions that such statements as to such matters are correct.

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EXPERTS

The audited financial statements and financial statement schedule of the Company included in the Company's 1994 Form 10-K and incorporated by reference in this Prospectus and elsewhere in the Registration Statements, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their report with respect thereto, and are incorporated by reference herein in reliance upon the authority of said firm as experts in giving said report.

PLAN OF DISTRIBUTION

The Company may sell the Bonds (i) through underwriters or dealers; (ii) directly to one or more institutional purchasers; or (iii) through agents. The Prospectus Supplement with respect to each series of Offered Bonds will set

forth the terms of the offering of such Offered Bonds, including the name or names of any underwriters, the purchase price of such Offered Bonds and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price and any discounts, commissions or concessions allowed or reallocated or paid to dealers. Any initial public offering price and any discounts, concessions or commissions allowed or reallocated or paid to dealers may be changed from time to time.

If underwriters are used in an offering, the Offered Bonds will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The Offered Bonds may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of such firms. The specific managing underwriter or underwriters, if any, will be set forth in the Prospectus Supplement relating to the Offered Bonds together with the members of the underwriting syndicate, if any. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase the Offered Bonds offered thereby will be subject to certain conditions precedent and the underwriters will be obligated to purchase all such Offered Bonds if any are purchased.

Offered Bonds may be sold directly by the Company or through agents designated by the Company from time to time. The Prospectus Supplement will set forth the name of any agent involved in the offer or sale of the Offered Bonds in respect of which the Prospectus Supplement is delivered and any commissions payable by the Company to such agent. Unless otherwise indicated in the Prospectus Supplement, any such agent is acting on a best efforts basis for the period of its appointment.

Any underwriters, dealers or agents participating in the distribution of the Offered Bonds may be deemed to be underwriters and any discounts or commissions received by them on the sale or resale of the Offered Bonds may be deemed to be underwriting discounts and commissions under the Securities Act. Agents, dealers and underwriters may be entitled, under agreements entered into with the Company, to indemnification by the Company against certain liabilities, including liabilities under the Securities Act, and to contribution with respect to payments which the agents, dealers or underwriters may be required to make in respect thereof. Agents, dealers and underwriters may engage in transactions with or perform services for the Company in the ordinary course of business.

The Bonds will not be listed on a national securities exchange. No assurance can be given that any broker-dealer will make a market in any series of Offered Bonds, and, in any event, no assurance can be given as to the liquidity of the trading market for any of the Offered Bonds. The Prospectus Supplement will state, if known, whether or not any broker-dealer intends to make a market in the Offered Bonds. If no such determination has been made, the Prospectus Supplement will so state.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES DESCRIBED IN THIS PROSPECTUS OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

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KENTUCKY UTILITIES COMPANY

FIRST MORTGAGE BONDS

PROSPECTUS

INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

All amounts estimated except as indicated:

<TABLE>

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Securities and Exchange Commission, registration fee.....	\$ 4,485*
Printing of Registration Statement, Prospectus, Supplemental Indenture, Bonds, Etc.....	40,000
Fees of Trustee.....	25,000
Fees of Rating Agencies.....	25,000
Fees of Accountants.....	10,000
Expenses and counsel fees for qualification or registration of the Bonds under "blue sky" laws.....	2,500
Counsel fees.....	100,000
Miscellaneous expenses, including traveling, telephone, copying, shipping, recording, etc.....	2,015

Total.....	\$209,000 =====

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* Exact amount

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Sections 271B.8-500 to 271B.8-580 of the Kentucky Business Corporation Act provide that the registrant may, and in some cases must, indemnify each director and each officer of the registrant against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him by reason of the fact that he is or was a director or officer of the registrant, subject to certain conditions and limitations. Similar provisions are contained in Sections 13.1-696 to 13.1-704 of the Virginia Stock Corporation Act.

The registrant's Amended and Restated Articles of Incorporation and By-laws provide, in general, for mandatory indemnification of directors and officers by the registrant to the fullest extent permitted by law.

Officers and directors of the registrant are covered by insurance policies purchased by the registrant under which they are insured (subject to exceptions and limitations specified in the policies) against expenses and liabilities arising out of actions, suits or proceedings to which they are parties by reason of being or having been such directors or officers.

Reference is made to Section 8 of the form of Underwriting Agreement (filed herewith as Exhibit 1.01), which contemplates indemnification of the Company's officers, directors and controlling persons by potential underwriters against certain civil liabilities, including liabilities under the Securities Act of 1933.

ITEM 16. EXHIBITS

<TABLE>

<CAPTION>

EXHIBIT

NUMBER

DESCRIPTION OF DOCUMENTS

<S>

<C>

- | EXHIBIT NUMBER | DESCRIPTION OF DOCUMENTS |
|----------------|--|
| 1.01 | Form of First Mortgage Bond Underwriting Agreement. (Exhibit 1.01 in File No. 33-69852) Incorporated by reference. |
| 4.01 | Indenture of Mortgage or Deed of Trust dated May 1, 1947 between the Company and Continental Illinois National Bank and Trust Company of Chicago and Edmond B. Stofft, as Trustees, (Amended Exhibit 7(a) in File No. 2-7061), and Supplemental Indentures thereto dated, respectively, January 1, 1949 (Second Amended Exhibit 7.02 in File No. 2-7802), July 1, 1950 (Amended Exhibit 7.02 in File No. 2-8499), June 15, |

</TABLE>

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<TABLE>

<CAPTION>

EXHIBIT

NUMBER

DESCRIPTION OF DOCUMENTS

<S>

<C>

- | EXHIBIT NUMBER | DESCRIPTION OF DOCUMENTS |
|----------------|---|
| | 1951 (Exhibit 7.02(a) in File No. 2-8499), June 1, 1952 (Amended Exhibit 4.02 in File No. 2-9658), April 1, 1953 (Amended Exhibit 4.02 in File No. 2-10120), April 1, 1955 (Amended Exhibit 4.02 in File No. 2-11476), April 1, 1956 (Amended Exhibit 2.02 in File No. 2-12322), May 1, 1969 (Amended Exhibit 2.02 in File No. 2-32602), April 1, 1970 (Amended Exhibit 2.02 in File No. 2-36410), September 1, 1971 (Amended Exhibit 2.02 in File No. 2-41467), December 1, 1972 (Amended Exhibit 2.02 in File No. 2-46161), April 1, 1974 (Amended Exhibit 2.02 in File No. 2-50344), September 1, 1974 (Exhibit 2.04 in File No. 2-59328), July 1, 1975 (Exhibit 2.05 in File No. 2-59328), May 15, 1976 (Amended Exhibit 2.02 in File No. 2-56126), April 15, 1977 (Exhibit 2.06 in File No. 2-59328), August 1, 1979 (Exhibit 2.04 in File No. 2-64969), May 1, 1980 (Exhibit 2 to Form 10-Q Quarterly Report of the Company for the quarter ended June 30, 1980), September 15, 1982 (Exhibit 4.04 in File No. 2-79891), August 1, 1984 (Exhibit 4B to Form 10-K Annual Report of the Company for the year ended December 31, 1984), June 1, 1985 (Exhibit 4 to Form 10-Q Quarterly Report of the Company for the quarter ended June 30, 1985), May 1, 1990 (Exhibit 4 to Form 10-Q Quarterly Report of the Company for the quarter ended June 30, 1990), May 1, 1991 (Exhibit 4 to Form 10-Q Quarterly Report of the Company for the quarter ended June 30, 1991), March 1, 1992 (Exhibit 4B to Form-10K Annual Report of the Company for the year ended December 31, 1992), May 15, 1992 (Exhibit 4.02 to Form 8-K of the Company dated May 14, 1992), August 1, 1992 (Exhibit 4 to Form 10-Q Quarterly Report of the Company for the quarter ended September 30, 1992), June 15, 1993 (Exhibit 4.02 to Form 8-K of the Company dated June 15, 1993), December 1, 1993 (Exhibit 4.01 to Form 8-K of the Company dated December 10, 1993) and November 1, 1994 (Exhibit 4C to Form 10-K Annual Report of the Company for the year ended December 31, 1994). Incorporated by reference. |
| 4.02 | Form of proposed Supplemental Indenture providing for the Bonds. (Exhibit 4.02 in File No. 33-69852) Incorporated by reference. |
| 5.01 | Opinion of Jones, Day, Reavis & Pogue regarding legality. |
| 5.02 | Opinion of Ogden Newell & Welch regarding legality. |
| 5.03 | Opinion of Hunton & Williams regarding legality. |

12.01	Computation of Ratio of Earnings to Fixed Charges. (Exhibit 12 to Form 10-Q of the Company for the quarter ended March 31, 1995). Incorporated by reference.
23.01	Consent of Jones, Day, Reavis & Pogue (included in Exhibit 5.01).
23.02	Consent of Ogden Newell & Welch (included in Exhibit 5.02).
23.03	Consent of Hunton & Williams (included in Exhibit 5.03).
23.04	Consent of Arthur Andersen LLP.
25	Form T-1 and Form T-2 statements of eligibility of trustees.

</TABLE>

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes as follows:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referred to in Item 15, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in that Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in that Act and will be governed by the final adjudication of such issue.

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SIGNATURES

THE REGISTRANT. PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, THE REGISTRANT CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-3 (INCLUDING THE REASONABLE BELIEF THAT THE SECURITY RATING REQUIREMENTS OF GENERAL INSTRUCTION I.B.2. WILL BE MET BY THE TIME OF SALE OF ANY BONDS REGISTERED HEREUNDER) AND HAS DULY CAUSED THIS REGISTRATION STATEMENT OR AMENDMENT THERETO, AS THE CASE MAY BE, TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF LEXINGTON, AND COMMONWEALTH OF KENTUCKY.

Dated: May 10, 1995

Kentucky Utilities Company

/s/ John T. Newton

By _____
John T. Newton
Chairman and Chief Executive
Officer

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, THIS REGISTRATION STATEMENT OR AMENDMENT THERETO, AS THE CASE MAY BE, HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATE INDICATED.

Dated: May 10, 1995

<TABLE>
<CAPTION>

SIGNATURE -----	TITLE -----
--------------------	----------------

<S>	<C>
/s/ John T. Newton	Chairman, Chief Executive Officer and Director (principal executive officer)
_____ John T. Newton	

/s/ Michael R. Whitley	President, Chief Operating Officer and Director
----- Michael R. Whitley	
/s/ O.M. Goodlett	Senior Vice President (principal financial officer)
----- O.M. Goodlett	
/s/ Michael D. Robinson	Controller (principal accounting officer)
----- Michael D. Robinson	
/s/ Mira S. Ball	Director
----- Mira S. Ball	
/s/ W. B. Bechanan	Director
----- W. B. Bechanan	
/s/ Harry M. Hoe	Director
----- Harry M. Hoe	
/s/ Milton W. Hudson	Director
----- Milton W. Hudson	
/s/ Frank V. Ramsey, Jr.	Director
----- Frank V. Ramsey, Jr.	

</TABLE>

II-4

<TABLE>
<CAPTION>

SIGNATURE

TITLE

<S>

/s/ Warren W. Rosenthal

Warren W. Rosenthal

/s/ William L. Rouse, Jr.

William L. Rouse, Jr.

/s/ Charles L. Shearer

Charles L. Shearer

<C>

Director

Director

Director

</TABLE>

JONES, DAY, REAVIS & POGUE
77 West Wacker
Chicago, Illinois 60601-1692
Telephone: 312-782-3939
Facsimile: 312-782-8585

May 10, 1995

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

Ladies and Gentlemen:

We have examined the Form S-3 Registration Statement (the "Registration Statement") of Kentucky Utilities Company (the "Company"), to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended, of \$13,000,000 in aggregate principal amount of the Company's First Mortgage Bonds of one or more series (the "Bonds") to be issued pursuant to the Indenture of Trust, dated May 1, 1947, as heretofore amended and supplemented, from the Company to Bank of America Illinois (the "Trustee") and Robert J. Donahue (collectively, the "Trustees"), and as further supplemented by one or more proposed Supplemental Indentures (collectively, the "New Supplemental Indentures" and each a "New Supplemental Indenture"). Each New Supplemental Indenture will relate to one or more series of Bonds and will set forth the maturity, interest rate, payment dates and certain other terms and conditions of each such series of Bonds. Said Indenture of Trust and New Supplemental Indentures are herein referred to as the "Indenture."

We have also examined such documents, records and matters of law as we have deemed necessary for purposes of this opinion. Based on the foregoing, and subject to the qualifications set forth herein, we are of the opinion that:

1. The Company is a corporation duly organized and existing under the laws of the Commonwealths of Kentucky and Virginia.
2. The Indenture, other than the New Supplemental Indentures, constitutes a valid and binding instrument of the Company.
3. Subject to the conditions set forth below, each New Supplemental Indenture, the preliminary form of which is filed as an exhibit to the Registration Statement, upon the appropriate completion thereof, will be a valid

and binding instrument of the Company and each series of Bonds will be duly authorized, valid and

binding obligations of the Company and will be entitled to the benefits of the Indenture, except as the United States Bankruptcy Code (the "Code") may affect the validity of the lien of the Indenture with respect to proceeds, products, rents, issues or profits of the property subject to the lien of the Indenture realized, and additional property acquired, within 90 days prior and subsequent to the commencement of a case with respect to the Company under the Code, and except as enforcement of the provisions of the Indenture may be limited by (i) general principles of equity, including the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in a proceeding in equity or at law, (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (iii) the laws of Kentucky, Virginia and Tennessee affecting the remedies for the enforcement of the security provided for in the Indenture.

The foregoing opinions are subject to the satisfaction of the following conditions:

(a) the due adoption by the Board of Directors of the Company or the Executive Committee thereof of appropriate resolutions authorizing the execution and delivery of each New Supplemental Indenture and the execution, authentication, issuance and sale of each series of Bonds;

(b) the issuance of orders by the Kentucky Public Service Commission, the Tennessee Public Service Commission, and the Virginia State Corporation Commission authorizing, approving or permitting the issuance and sale of the Bonds by the Company on terms contemplated by the Registration Statement and the continued effectiveness of such orders;

(c) the due execution and delivery of each New Supplemental Indenture by the parties thereto, in substantially the form of the proposed Supplemental Indenture filed as Exhibit 4.02 to the Registration Statement and the form of the Supplemental Indenture approved by the authorizing resolutions of the Board of Directors of the Company or the Executive Committee thereof, and the filing thereof for record as required by law; and

(d) the due execution of each series of Bonds by the Company, and the authentication thereof by the Trustee in accordance with the terms of the Indenture; and the issuance and sale of each series of Bonds by the Company against receipt by it of the agreed consideration therefor in accordance with such authorizations of the Board of Directors or Executive Committee of the Company and with the orders of the state commissions referred to above.

The Registration Statement must become effective under the Securities Act of 1933, as amended, prior to the sale of any series of Bonds.

In rendering the opinions set forth herein, we have relied solely upon the opinion of Ogden Newell & Welch with respect to all matters governed by the laws of the Commonwealth of Kentucky and the State of Tennessee and the opinion of Hunton & Williams with respect to all matters governed by the laws of the Commonwealth of Virginia. For purposes of this opinion, we express no opinion with respect to the requirements of any state securities or "blue sky" laws. Furthermore, we express no opinion as to the title of any person to any property or as to the priority or perfection of the liens or security interests created, or intended or purported to be created, by the Indenture.

We have prepared or reviewed the statements as to matters of law or legal conclusions with respect to the jurisdiction of certain federal regulatory commissions expressed under Item 1, Business -- Regulation in the Company's Annual Report on Form 10-K for the year ended December 31, 1994, which is incorporated by reference in the Prospectus which is a part of the Registration Statement. We are of the opinion that all such statements as to such matters are correct and we hereby consent to the use of such statements in the Registration Statement and to the use of our name in connection therewith.

We hereby consent to the filing of this opinion as Exhibit 5.01 to the Registration Statement and to the reference to us under the caption "Legal Opinions" in the Prospectus constituting a part of the Registration Statement.

Very truly yours,

/s/ Jones, Day, Reavis & Pogue

JONES, DAY, REAVIS & POGUE

OGDEN NEWELL & WELCH
1200 One Riverfront Plaza
Louisville, Kentucky 40202-2973
(502) 582-1601
Fax: (502) 581-9564

May 10, 1995

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

Dear Sirs:

We have examined the Form S-3 Registration Statement (the "Registration Statement") of Kentucky Utilities Company (the "Company"), to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended, of \$13,000,000 in aggregate principal amount of the Company's First Mortgage Bonds of one or more series (the "Bonds") to be issued pursuant to the Indenture of Trust, dated May 1, 1947, from the Company to Bank of America Illinois (the "Trustee") and Robert J. Donahue (collectively, the "Trustees"), as heretofore amended and supplemented and as further supplemented by one or more proposed Supplemental Indentures (collectively the "New Supplemental Indentures" and each a "New Supplemental Indenture"). Each New Supplemental Indenture will relate to one or more series of Bonds and will set forth the maturity, interest rate, payment dates and certain other terms and conditions of such series of Bonds. Said Indenture of Trust and New Supplemental Indenture are herein referred to as the "Indenture."

In connection with our opinion hereinafter given, we have examined originals or copies certified or otherwise identified to our satisfaction of such agreements, documents and certificates of public officials and corporate officers and representatives and such other papers and have made such investigations as we have deemed relevant and necessary in order to render such opinion. As to any facts material to our opinion, we have, when relevant facts were not independently established by us, relied, to the extent we deemed such reliance proper, upon a certificate or certificates, telegrams or other written or oral advice of an official, officer or authorized representative of the particular governmental authority, corporation, firm or other entity concerned. In our examination, we have assumed the genuineness of the signatures on documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies thereof.

Based upon our examination of such documents, records and matters of law as we have considered relevant, it is our opinion that:

1. The Company is a corporation duly organized and existing under the laws of the Commonwealths of Kentucky and Virginia.

2. The Indenture, other than the New Supplemental Indentures, constitutes a valid and binding instrument of the Company.

3. Subject to the conditions set forth below, each New Supplemental Indenture, the preliminary form of which is filed as an exhibit to the Registration Statement, upon the appropriate completion thereof, will be a valid and binding instrument of the Company and each series of Bonds will be duly authorized, valid and binding obligations of the Company and will be entitled to the benefits of the Indenture, except as the United States Bankruptcy Code (the "Code") may affect the validity of the lien of the Indenture with respect to proceeds, products, rents, issues or profits of the property subject to the lien of the Indenture realized, and additional property acquired, within 90 days prior and subsequent to the commencement of a case with respect to the Company under the Code, except as enforcement of the Indenture may be limited by state insolvency laws or other similar laws affecting the enforcement of creditors' rights, and except as enforcement of provisions of the Indenture may be limited by the laws of Kentucky, Virginia and Tennessee affecting the remedies for the enforcement of the security provided for in the Indenture.

The foregoing opinions are subject to the satisfaction of the following conditions:

(a) the due adoption by the Board of Directors of the Company or the Executive Committee thereof of appropriate resolutions authorizing the execution and delivery of each New Supplemental Indenture and the execution, authentication, issuance and sale of each series of Bonds;

(b) the issuance of orders by the Kentucky Public Service Commission, the Tennessee Public Service Commission, and the Virginia State Corporation Commission authorizing, approving or permitting the issuance and sale of the Bonds by the Company and the continued effectiveness of such orders;

(c) the due execution and delivery of each New Supplemental Indenture by the parties thereto, in substantially the form of the proposed Supplemental Indenture filed as Exhibit 4.02 to the Registration Statement and the form of the Supplemental Indenture approved by the authorizing resolutions of the Board of Directors of the Company or the Executive Committee thereof, and the filing thereof for record as required by law; and

2

(d) the due execution of each series of Bonds by the Company and the authentication thereof by the Trustee, in accordance with the terms of the

Indenture; and the issuance and sale of each series of Bonds by the Company against receipt by it of the agreed consideration therefor and in accordance with such authorizations of the Board of Directors of the Company or the Executive Committee thereof and with the order or orders of the state commissions referred to above.

We have prepared or reviewed the statements as to matters of law or legal conclusions (a) relating to the jurisdiction of certain state regulatory commissions, expressed under Item 1, Business -- Regulation in the Company's Annual Report on Form 10-K for the year ended December 31, 1994 ("1994 Form 10-K"), which is incorporated by reference in the Prospectus constituting a part of the Registration Statement, (b) relating to the Company's compliance with environmental standards and regulations expressed under Item 1, Business -- Environmental Matters in the 1994 Form 10-K and (c) expressed under "Description of Bonds -- Security" in the Prospectus constituting a part of the Registration Statement. We are of the opinion that all such statements as to such matters are correct and we hereby consent to the use of such statements in the Registration Statement and to the use of our name in connection therewith.

This opinion may be relied upon by the Company and its counsel. We are members of the Bar of the Commonwealth of Kentucky, and in rendering this opinion, our examination of law has been limited to, and we express no opinion as to the law of any jurisdiction other than, the laws of the Commonwealths of Kentucky and Virginia and the State of Tennessee. In rendering the opinions set forth herein, we have relied solely upon the opinion of Hunton & Williams with respect to all matters governed by the laws of the Commonwealth of Virginia. For purposes of this opinion, we express no opinion with respect to the requirements of any state securities or "blue sky" laws.

We hereby consent to the filing of this opinion as Exhibit 5.02 to the Registration Statement and to the reference to us under the caption "Legal Opinions" in the Prospectus constituting a part of the Registration Statement.

Very truly yours,

OGDEN NEWELL & WELCH

By: /s/ James S. Welch

HUNTON & WILLIAMS
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074
Telephone (804) 788-8200
Facsimile (804) 788-8218

May 10, 1995

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507

Ogden Newell & Welch
1200 One Riverfront Plaza
Louisville, Kentucky 40202

Jones, Day, Reavis & Pogue
77 West Wacker
Chicago, Illinois 60601-1692

Kentucky Utilities Company

Dear Sirs:

We have examined the Registration Statement on Form S-3 (the "Registration Statement") of Kentucky Utilities Company (the "Company"), to which this opinion is an exhibit, for the registration under the Securities Act of 1933, as amended, of \$13,000,000 in aggregate principal amount of the Company's First Mortgage Bonds to be issued pursuant to the Indenture of Trust, dated May 1, 1947, from the Company to Bank of America Illinois (the "Trustee") and Robert J. Donahue (collectively, the "Trustees"), as heretofore amended and supplemented and as further supplemented by one or more proposed Supplemental Indentures (collectively the "New Supplemental Indentures" and each a "New Supplemental Indenture"). Each New Supplemental Indenture will relate to one or more series of Bonds and will set forth the maturity, interest rate, payment dates and certain other terms and conditions of such series of Bonds. The Indenture of Trust as supplemented by the New Supplemental Indenture is herein referred to as the "Indenture."

Based upon our examination of Virginia law and such documents, records and matters of law as we have considered necessary for the purposes of this

opinion, and subject to the qualifications stated herein, we are of the opinion that:

1. The Company is a corporation duly organized and existing under the laws of the Commonwealth of Virginia.

2. The Indenture, other than the New Supplemental Indentures, constitutes a valid and binding instrument of the Company.

3. Subject to the conditions set forth below, each New Supplemental Indenture, the preliminary form of which is filed as an exhibit to the Registration Statement, upon the appropriate completion thereof, will be a valid and binding instrument of the Company and each series of Bonds will be duly authorized, valid and binding obligations of the Company and will be entitled to the benefits of the Indenture, except as enforcement of the provisions of the Indenture may be limited by insolvency, moratorium and other similar laws of Virginia affecting the enforcement of creditors' rights generally, and except as enforcement of provisions of the Indenture may be limited by the laws of Virginia affecting the remedies for the enforcement of the security provided for in the Indenture.

The foregoing opinions are subject to the satisfaction of the following conditions:

(a) the due adoption by the Board of Directors of the Company or the Executive Committee thereof of appropriate resolutions authorizing the execution and delivery of each New Supplemental Indenture and the execution, authentication, issuance and sale of each series of Bonds;

(b) the issuance of an order by the Virginia State Corporation Commission (the "SCC") authorizing, approving or permitting the issuance and sale of the Bonds by the Company;

(c) the due execution and delivery of each New Supplemental Indenture by the parties thereto, in substantially the form of the proposed New Supplemental Indenture filed as Exhibit 4.02 to the Registration Statement and the form of the Supplemental Indenture approved by the authorizing resolutions of the Board of Directors of the Company or the Executive Committee thereof, and the filing of the Indenture for record as required by law; and

(d) the due execution of each series of Bonds by the Company and the authentication thereof by the Trustee, in accordance with the terms of the Indenture; and the issuance and sale of each series of Bonds by the Company against receipt by it of the agreed consideration therefor and in accordance with such authorization of the Board of Directors of the Company or the Executive Committee thereof and with the order of the SCC referred to above.

This opinion may be relied upon by the Company, Ogden Newell & Welch, and Jones, Day, Reavis & Pogue for purposes of the

transaction described in the first paragraph hereof. We are members of the Bar of the Commonwealth of Virginia, and in rendering this opinion, our examination of law has been limited to, and we express no opinion as to the laws of any jurisdiction other than, the laws of the Commonwealth of Virginia. For purposes of this opinion, we express no opinion with respect to the requirements of any state securities or "blue sky" laws.

We hereby consent to the filing of this opinion as Exhibit 5.03 to the Registration Statement.

Very truly yours,

/s/ Hunton & Williams

HUNTON & WILLIAMS

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated January 30, 1995, appearing on page 24 of Kentucky Utilities Company's Form 10-K for the year ended December 31, 1994, and to all references to our firm included in this registration statement.

ARTHUR ANDERSEN LLP

Chicago, Illinois,
May 10, 1995

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION
305(B)(2)

BANK OF AMERICA ILLINOIS
(EXACT NAME OF TRUSTEE AS SPECIFIED IN ITS CHARTER)

ILLINOIS (JURISDICTION OF INCORPORATION OR ORGANIZATION IF NOT A U.S. NATIONAL BANK)	36-0947896 (I.R.S. EMPLOYER IDENTIFICATION NO.)
231 SOUTH LASALLE STREET, CHICAGO, ILLINOIS (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	60697 (ZIP CODE)

KENTUCKY UTILITIES COMPANY
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)

KENTUCKY AND VIRGINIA (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	61-0247570 (I.R.S. EMPLOYER IDENTIFICATION NO.)
ONE QUALITY STREET LEXINGTON, KENTUCKY (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	40507 (ZIP CODE)

FIRST MORTGAGE BONDS
(TITLE OF INDENTURE SECURITIES)

ITEM 1. GENERAL INFORMATION.

FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

(A) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH IT
IS SUBJECT.

Commissioner of Banks and Trust Companies, State of Illinois,
Springfield, Illinois.

Chicago Clearing House Association, 164 W. Jackson Boulevard, Chicago,
Illinois.

Federal Deposit Insurance Corporation, Washington, D.C.

The Board of Governors of the Federal Reserve System, Washington, D.C.

(B) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

Yes.

ITEM 2. AFFILIATIONS WITH THE OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

The obligor is not an affiliate of the trustee.

ITEM 3. VOTING SECURITIES OF THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF VOTING SECURITIES OF THE TRUSTEE:

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A TITLE OF CLASS ----- <S>	COL. B AMOUNT OUTSTANDING ----- <C>
--	---

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 4. TRUSTEESHIPS UNDER OTHER INDENTURES.

IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY OTHER SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, FURNISH THE FOLLOWING INFORMATION:

(A) TITLE OF THE SECURITIES OUTSTANDING UNDER EACH SUCH OTHER INDENTURE.

Not applicable by virtue of response to Item 13.

(B) A BRIEF STATEMENT OF THE FACTS RELIED UPON AS A BASIS FOR THE CLAIM THAT NO CONFLICTING INTEREST WITHIN THE MEANING OF SECTION 310(B)(1) OF THE ACT ARISES AS A RESULT OF THE TRUSTEESHIP UNDER ANY SUCH OTHER INDENTURE, INCLUDING A STATEMENT AS TO HOW THE INDENTURE SECURITIES WILL RANK AS COMPARED WITH THE SECURITIES ISSUED UNDER SUCH OTHER INDENTURE.

Not applicable by virtue of response to Item 13.

ITEM 5. INTERLOCKING DIRECTORATES AND SIMILAR RELATIONSHIPS WITH THE OBLIGOR OR UNDERWRITERS.

IF THE TRUSTEE OR ANY OF THE DIRECTORS OR EXECUTIVE OFFICERS OF THE TRUSTEE IS A DIRECTOR, OFFICER, PARTNER, EMPLOYEE, APPOINTEE, OR REPRESENTATIVE OF THE OBLIGOR OR OF ANY UNDERWRITER FOR THE OBLIGOR, IDENTIFY EACH SUCH PERSON HAVING ANY SUCH CONNECTION AND STATE THE NATURE OF EACH SUCH CONNECTION.

Not applicable by virtue of response to Item 13.

ITEM 6. VOTING SECURITIES OF THE TRUSTEE OWNED BY THE OBLIGOR OR ITS OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE TRUSTEE OWNED BENEFICIALLY BY THE OBLIGOR AND EACH DIRECTOR, PARTNER AND EXECUTIVE OFFICER OF THE OBLIGOR.

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A NAME OF OWNER ----- <S>	COL. B TITLE OF CLASS ----- <C>	COL. C AMOUNT OWNED BENEFICIALLY ----- <C>	COL. D PERCENTAGE OF VOTING SECURITIES REPRESENTED BY AMOUNT GIVEN IN COL. C ----- <C>
---	--	---	---

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 7. VOTING SECURITIES OF THE TRUSTEE OWNED BY UNDERWRITERS OR THEIR OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE TRUSTEE OWNED BENEFICIALLY BY EACH UNDERWRITER FOR THE OBLIGOR AND EACH DIRECTOR, PARTNER, AND EXECUTIVE OFFICER OF EACH SUCH UNDERWRITER.

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF OWNER	TITLE OF CLASS	AMOUNT OWNED BENEFICIALLY	PERCENTAGE OF VOTING SECURITIES REPRESENTED BY AMOUNT GIVEN IN COL. C
-----	-----	-----	-----
<S>	<C>	<C>	<C>

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 8. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO SECURITIES OF THE OBLIGOR OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY THE TRUSTEE:

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C	COL. D
TITLE OF CLASS	WHETHER THE SECURITIES ARE VOTING OR NONVOTING SECURITIES	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
-----	-----	-----	-----
<S>	<C>	<C>	<C>

</TABLE>

Not applicable by virtue of response to Item 13.

2

ITEM 9. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF AN UNDERWRITER FOR THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF SECURITIES OF SUCH UNDERWRITER ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
-----	-----	-----	-----
<S>	<C>	<C>	<C>

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 10. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR SECURITY HOLDERS OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT VOTING SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE (1) OWNS 10 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR OR (2) IS AN AFFILIATE, OTHER THAN A SUBSIDIARY, OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF SUCH PERSON.

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
		BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	
----- <S>	----- <C>	----- <C>	----- <C>

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 11. OWNERSHIP OF HOLDINGS BY THE TRUSTEE OF ANY SECURITIES OF A PERSON OWNING 50 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE, OWNS 50 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF SECURITIES OF SUCH PERSON ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
		BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	
----- <S>	----- <C>	----- <C>	----- <C>

</TABLE>

Not applicable by virtue of response to Item 13.

3

ITEM 12. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE.

EXCEPT AS NOTED IN THE INSTRUCTIONS, IF THE OBLIGOR IS INDEBTED TO THE TRUSTEE, FURNISH THE FOLLOWING INFORMATION:

AS OF MAY 8, 1995

<TABLE>
<CAPTION>

COL. A	COL. B	COL. C
NATURE OF INDEBTEDNESS	AMOUNT OUTSTANDING	DATE DUE
----- <S>	----- <C>	----- <C>

</TABLE>

Not applicable by virtue of response to Item 13.

ITEM 13. DEFAULTS BY THE OBLIGOR.

(A) STATE WHETHER THERE IS OR HAS BEEN A DEFAULT WITH RESPECT TO THE SECURITIES UNDER THIS INDENTURE. EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There is not nor has there been a default with respect to the securities under this indenture.

(B) IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY OTHER SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER

SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, OR IS TRUSTEE FOR MORE THAN ONE OUTSTANDING SERIES OF SECURITIES UNDER THE INDENTURE, STATE WHETHER THERE HAS BEEN A DEFAULT UNDER ANY SUCH INDENTURE OR SERIES, IDENTIFY THE INDENTURE OR SERIES AFFECTED, AND EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There is not nor has there been a default with respect to the securities under this indenture. The trustee is not a trustee under other indentures under which securities issued by the obligor are outstanding.

ITEM 14. AFFILIATIONS WITH THE UNDERWRITERS.

IF ANY UNDERWRITER IS AN AFFILIATE OF THE TRUSTEES, DESCRIBE EACH SUCH AFFILIATION.

Not applicable by virtue of response to Item 13.

ITEM 15. FOREIGN TRUSTEE.

IDENTIFY THE ORDER OR RULE PURSUANT TO WHICH THE FOREIGN TRUSTEE IS AUTHORIZED TO ACT AS SOLE TRUSTEE UNDER INDENTURES QUALIFIED OR TO BE QUALIFIED UNDER THE ACT.

Not applicable.

ITEM 16. LIST OF EXHIBITS.

LIST BELOW ALL EXHIBITS FILED AS A PART OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the certification by the Illinois Commissioner of Banks and Trust Companies of Bank of America Illinois' Charter and Certificate of Conversion, incorporated herein by reference to Exhibit 1 to T-1; Registration No. 33-81660.

2. A copy of the certification by the Illinois Commissioner of Banks and Trust Companies of Bank of America Illinois' Charter and Certificate of Conversion, incorporated herein by reference to Exhibit 1 to T-1; Registration No. 33-81660, includes the authority of the trustee to commence business.

3. A copy of the certificate of authority for Bank of America Illinois to engage in trust activities issued by the Illinois Commissioner of Banks and Trust Companies, incorporated herein by reference to Exhibit 3 to T-1; Registration No. 33-81660.

4. A copy of the existing By-laws of Bank of America Illinois, filed herewith.

5. Not applicable.

4

6. The consent of the trustee required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 to T-1; Registration No. 33-81660.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority, filed herewith.

8. Not applicable.

9. Not applicable.

SIGNATURE

PURSUANT TO THE REQUIREMENTS OF THE TRUST INDENTURE ACT OF 1939, THE TRUSTEE, BANK OF AMERICA ILLINOIS, AN ILLINOIS BANKING CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, HAS DULY CAUSED THIS STATEMENT OF ELIGIBILITY TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, ALL IN THE CITY OF CHICAGO, AND STATE OF ILLINOIS, AS OF THE 8TH DAY OF MAY, 1995.

Bank of America Illinois

/s/ Michele Gallo

By _____

Michele Gallo
Assistant Vice President

BANK OF AMERICA ILLINOIS

BY-LAWS

As last amended on January 26, 1995

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meetings; Special Meetings: The annual meeting of the stockholders of the Bank for the election of the Board of Directors shall be held at its main banking premises, or at such other place duly authorized by the Board of Directors, on such date and at such time in each year as may be designated from time to time by the Board of Directors. A special meeting of the stockholders may be called at any time by the Board of Directors of the Bank or by any stockholder or stockholders owning not less than 25% of the outstanding capital stock of the Bank, and otherwise as may be provided in the Illinois Banking Act and these By-laws. Any such special meeting shall be held at such place, date and time as may be designated in the notice of special meeting.

Section 2. Notice of Meeting: Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 40 days before the date of the meeting either personally or by mail, by or at the direction of the Chairman, the President or the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the stockholder at his address as it appears on the records of the Bank.

When a notice is required to be given to stockholders under the Illinois Banking Act or by the Charter of the Bank or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. Organization: The Board of Directors shall appoint a Chairman and a Secretary at each meeting of stockholders.

Section 4. Record Date: For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, the Board of Directors may fix in advance a date as the record date for any determination of stockholders, the date to be not more than 40 days and not less than 10 days prior to

the date on which the particular action requiring the determination of stockholders is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, the date on which notice of a meeting is mailed shall be the record date for the determination of stockholders.

Section 5. Voting: Each outstanding share of capital stock shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. The stockholders of the Bank shall not have cumulative voting rights in the election of directors or in any other circumstances.

A stockholder entitled to vote at a meeting of stockholders may vote either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

A record shall be made of the stockholders represented in person and by proxy after which the stockholders shall proceed to the election of directors and to the transaction of any other business that may properly come before the meeting. A record of the stockholders' meeting, giving names of the stockholders present and the number of shares of capital stock held by each, the names of the stockholders represented by the proxy and the names of the proxies, shall be entered in the records of the meeting. This record shall show the names of the stockholders and the number of shares voted for each resolution or voted for

each candidate for director. The Chairman, the President or the Secretary shall forward to the Illinois Commissioner of Banks and Trust Companies (the "Commissioner") such information and reports with respect to any meeting of stockholders as the Commissioner shall require.

Section 6. Quorum; Adjournment: A majority of the outstanding shares represented in person or by proxy shall constitute a quorum at a meeting of stockholders. In the absence of a quorum, a meeting may be adjourned from time to time without notice to the stockholders.

Section 7. Consents in Lieu of Voting: Whenever the vote of the stockholders at a meeting is required or permitted to be taken in connection with any corporate action by any section of the Illinois Banking Act, the meeting and vote of stockholders may be dispensed with if all of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken. In the event that the action which is consented to is such as would have required the filing of a certificate under any of the other sections of the Illinois Banking Act, if such action had been voted upon by the stockholders at a meeting thereof, the

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certificate filed under such other section shall state that written consent has been given hereunder, in lieu of stating that the stockholders have voted upon the corporate action in question, if such last mentioned statement is required thereby.

Section 8. Preemptive Rights: Except as shall be required by the Illinois Banking Act, no holder of shares of any class of stock of the Bank shall have any preemptive or other right of subscription to any shares, or to any obligations convertible into any shares, of any class of stock of the Bank, whether now or hereafter authorized, but shall have only such right, if any, of subscription to any such shares as the Board of Directors, in its discretion, may from time to time determine and at such price as the Board of Directors may from time to time fix.

ARTICLE II

DIRECTORS

Section 1. Board of Directors: The business and affairs of the Bank shall be managed by its Board of Directors.

Section 2. Number and Vacancies: The number of directors, not fewer than five nor more than 25, may be fixed from time to time by resolution of the stockholders of the Bank at any meeting of the stockholders called for the purpose of electing directors or changing the number thereof by the affirmative vote of at least two-thirds of the outstanding stock entitled to vote at the meeting, and the number so fixed shall be the Board of Directors regardless of vacancies until the number of directors is thereafter changed by similar action. To the full extent provided by the Illinois Banking Act, any vacancy or vacancies in the Board of Directors arising between stockholders' meeting may be filled by resolution of the Board of Directors; provided, however, that, to the extent the Illinois Banking Act so requires, at no time may the number of directors selected to fill a vacancy in this manner during any interim period between stockholders' meetings exceed 33-1/3% of the total membership of the Board of Directors.

Section 3. Regular Meetings: The Board of Directors shall hold regular meetings of the Board of Directors as provided by the Illinois Banking Act, but in no event less than four times per year, at such time and place as the Board of Directors may from time to time determine, without call and without notice; provided, however, that by action of the Board of Directors at any meeting, or with the consent of the majority of the members of the Board of Directors at the time in office, any regular meeting may be omitted so long as regular meetings of the Board of Directors are held at least four times per year.

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Section 4. Special Meetings: Special meetings of the Board of Directors may be called at any time by the Chairman, or in the event of his absence or disability, by the President, or, in the event of their absence or disability, by the Secretary, and shall be called by the Secretary upon the written request of a majority of the number of directors at the time in office. Special meetings of the Board of Directors shall be held at such place and time as may be fixed in the call for such meeting. Notice of each special meeting of directors shall

be given by the Secretary to each director by personal delivery or telephone, not less than twenty-four hours prior to such meeting, or by mail or telegram addressed to him at his usual business address, at least five days prior to the meeting in case of notice by mail and at least 24 hours prior to the meeting in case of notice by telegram. If mailed or wired, such notice shall be deemed given to any director when directed to such director at his address as it appears on the records of the Bank and when deposited in the United States mail, postage prepaid, or when delivered to an appropriate telegraph office, charges prepaid, as the case may be. The notice of any special meeting of the Board of Directors need not specify any purpose or purposes for such meeting. When a notice is required to be given to directors under the Illinois Banking Act or by the Charter of the Bank or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

A special meeting of the Board of Directors may also be held upon call by the Commissioner or by a bank examiner appointed under the provisions of the Illinois Banking Act upon not less than 12 hours notice of the meeting by personal service of the notice or by mailing the notice to each of the directors at his residence as shown by the books of the Bank.

Section 5. Quorum; Action of Directors: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any directors' meeting, unless the act of a greater number is required by the Charter of the Bank or these By-laws, but a lesser number may adjourn any meeting from time to time for want of a quorum and the meeting may be held as adjourned without notice. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Charter of the Bank or these By-laws.

Section 6. Action by Unanimous Consent: Whenever the vote of the directors at a meeting is required or permitted to be taken in connection with any corporate action by any section of the Illinois Banking Act, the meeting and vote of directors may be dispensed with if all of the directors who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken. In the

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event that the action which is consented to is such as would have required the filing of a certificate under any of the other sections of the Illinois Banking Act if such action had been voted upon by the directors at a meeting thereof, the certificate filed under such other section shall state that written consent has been given hereunder in lieu of stating that the directors have voted upon the corporate action in question, if such last mentioned statement is required thereby.

Section 7. Conference Telephone: Members of the Board of Directors or any committee thereof may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

Section 8. Compensation of Directors: Each director, as such, shall be entitled to receive reimbursement for his reasonable expenses incurred in attending meetings of the Board of Directors or any committee thereof or otherwise in connection with his attention to the affairs of the Bank. In addition, each director, who is not at the time a regularly compensated officer or employee of the Bank or any of its subsidiaries, shall be entitled to such fee for his services as a director (and if a member of any committee of the Board of Directors, such fee for his services as such member) as may be fixed from time to time by the affirmative vote of a majority of the Board of Directors. Such fees may be fixed both for meetings attended and on an annual basis, or either thereof, and may be payable currently or deferred.

Section 9. Directors shall not be required to own capital stock of the Bank.

ARTICLE III

COMMITTEES OF THE BOARD

Section 1. The Board of Directors may elect such committees, each to consist of one or more directors, as it may from time to time determine, which committees shall serve for such term and shall have and may exercise such duties, functions and powers as the Board of Directors may from time to time

prescribe. All actions taken by any such committee shall be reported to the Board of Directors at such times as the Board of Directors shall direct. In addition to the foregoing, the Chairman, or in his absence, the President, may from time to time designate a member or members of the Board of Directors as a special ad hoc committee to consult with him with respect to such matters as he may specify, each such committee to function in an advisory capacity only.

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ARTICLE IV

OFFICERS

Section 1. Officers: The officers of the Bank shall consist of a Chairman, a President, a Secretary and such officers (including one or more Vice Chairmen and a Cashier) as may be required from time to time and as may be appointed by the Board of Directors.

Section 2. Authority and Duties of Officers: The Chairman shall be the chief executive officer of the Bank and shall have general supervision and direction of the business and affairs of the Bank. He shall preside at all meetings of the Board of Directors. He may be a member of any or all standing and special committees of the Board of Directors and shall have authority to call meetings thereof. In the event of the absence or disability of the Chairman, the President shall have the powers and duties of the Chairman and is designated to act as and perform the duties of the Chairman. In the event of the absence or disability of the Chairman and the President, one of the Vice Chairmen, if any (to be designated by the Chairman), shall have the powers and duties of the Chairman.

The President shall have the powers and duties pertaining by law or regulation to the office of President. In the event of the absence or disability of the President or in the event of a vacancy in that office, the Chairman shall have the powers and duties pertaining by law or regulation to the office of President.

The Secretary shall, except as otherwise determined by the Board of Directors, attend and record all of the proceedings of all meetings of stockholders and the Board of Directors, and unless otherwise directed by any such committee, of all committees in the books of the Bank kept for that purpose; shall see that all notices are given and records and reports properly kept and filed by the Bank as required by these By-Laws, or as required by law; shall have charge of and control over the records of the Bank and the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct; and shall be the custodian of the corporate seal of the Bank and see that it is affixed to all documents to be executed on behalf of the Bank under its seal. In addition to such powers and duties as the Secretary may have from time to time, the Secretary shall have the powers and duties pertaining by law or regulation to the office of Cashier.

The duties and authorities of the officers of the Bank shall otherwise be those usually pertaining to their respective offices, or as may be designated by the Chairman, subject to the supervision and direction of the Board of Directors.

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Section 3. Appointment: Unless otherwise determined by the Board of Directors, the Chairman shall be authorized to appoint all officers except a President, one or more Vice Chairmen, any other officer classified from time to time as an executive officer by resolution of the Board of Directors, or the officers respectively serving as the principal internal auditor or as the chief credit, human resources, or legal officer of the Bank, irrespective of title designation.

Any officer, agent or employee elected or appointed by the Board of Directors may be removed and replaced only by the Board of Directors, and may be removed, with or without cause, at any time by a majority vote of the Board of Directors at the time in office.

Any officer, agent or employee who is not elected or appointed by the Board of Directors shall hold office at the discretion of the Chairman or of the officer appointing him. The Chairman or the President may at any time in his discretion suspend, subject to the approval of the Board of Directors at its next meeting, the authority of any other officer or officers of the Bank, other than the Chairman or the President.

Section 4. The compensation of officers and employees of this Bank shall be fixed in accordance with applicable personnel policies and practices of Bank of America N.T. & S.A. No such officer or employee shall be precluded from receiving compensation by reason of the fact that the person is also a director of this Bank.

A report shall be made annually to the Board of Directors by the Chairman detailing the compensation paid (including any award granted pursuant to a stock option plan maintained by this Bank's parent, BankAmerica Corporation) to any officer or employee of this Bank (i) whose annual base salary equals \$200,000 or more (except for any person paid in foreign currency and excluded from that category by the Board of Directors) or (ii) the sum of whose bonus or incentive awards in any calendar year and annual base salary would exceed \$300,000. The report shall contain such other data as the Board of Directors from time to time shall deem appropriate.

Section 5. All officers and employees shall be bonded for the honest and faithful discharge of their duties.

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ARTICLE V

INDEMNIFICATION

Section 1. General: The Bank shall indemnify, in accordance with and to the full extent permitted by the Illinois Banking Act as the same exists or may hereafter be amended, any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Bank) by reason of the fact that he is or was a director, officer, employee or agent of the Bank, or who is or was serving at the request of the Bank, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Bank, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Bank and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. Action or Suit By or in the Right of the Bank: The Bank shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Bank to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Bank, or is or was serving at the request of the Bank as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Bank, provided that no indemnification shall be made with respect to any claim, issue or matter as to which such person has been adjudged to have been liable to the Bank unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

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Section 3. Expenses: To the extent that a director, officer, employee or agent of the Bank has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Authorization: Any indemnification under Sections 1 and 2 of this Article V (unless ordered by a court) shall be made by the Bank only as

authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Section 5. Advancement of Expenses: Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Bank in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Bank as authorized in this Article V. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. Other Rights: The indemnification and advancement of expenses provided by or granted under the other sections of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Charter of the Bank, any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. Insurance: The Bank may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Bank, or who is or was serving at the request of the Bank as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Bank would have the power to

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indemnify him against such liability under the provisions of this Article V. Insurance purchased by the Bank in accordance with this Article V may, but need not (i) be for the benefit of all directors, officers, employees and agents of the Bank and (ii) provide also for indemnification or reimbursement to the Bank of and for payments and obligations to make payments by the Bank to any of its directors, officers, employees or agents to the extent such payments or obligations to make payments are permitted under Sections 1 through 6 of this Article V.

Section 8. The Bank: For purposes of this Article V, references to the "Bank" shall include, in addition to the surviving corporation, any merging corporation (including a corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was or is a director, officer, employee or agent of such merging corporation, or is or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the surviving corporation as he would have with respect to such merging corporation if its separate existence had continued.

Section 9. Definitions: For purposes of this Article V, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Bank" shall include any service as a director, officer, employee or agent of the Bank which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Bank" as referred to in this Article V.

Section 10. Continuation: The indemnification and advancement of expenses

provided by or granted under this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

Section 11. Contract: All rights to indemnification and advancement of expenses provided by this Article V shall be deemed to be a contract between the Bank and each person referred to herein. Any repeal or modification of this Article V or any

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repeal or modification of relevant provisions of the Illinois Banking Act, the Illinois Business Corporation Act or any other applicable law shall not in any way diminish any rights to indemnification or advancement of expenses with respect to any state of facts then or previously existing or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part on such state of facts.

ARTICLE VI

SHARES AND CERTIFICATES -----

Section 1. Certificates: The shares of capital stock of the Bank shall be represented by certificates signed (manual or facsimile) by the Chairman, the President or a Vice Chairman and signed (manual or facsimile) by the Cashier, the Secretary or any Assistant Secretary, and shall bear the seal (impression or facsimile) of the Bank. Such shares shall be transferable only on the books of the Bank, and no transfer shall be made or new certificate issued except on the surrender of the certificate or certificates previously issued therefor, or on proof of their loss and the furnishing of indemnity satisfactory to the Chairman, the President or any other officer of the Bank designated in writing by the Chairman.

Section 2. Record Date: For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any determination of stockholders, the date in any case to be not more than 40 days, and in case of a meeting of stockholders, not less than 10 days prior to the date on which the particular action, requiring the determination of stockholders, is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date on which notice of a meeting is mailed or the date on which the resolution of the Board of Directors declaring the dividend is adopted, as the case may be, shall be the record date for the determination of stockholders.

ARTICLE VII

FISCAL YEAR -- BANKING HOURS -- CORPORATE SEAL -----

Section 1. The fiscal year of the Bank shall be the calendar year.

On such days as the banking house of the Bank shall be open for business, the hours during which it shall be open may be

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fixed from time to time by the Chairman, or in his absence or disability, by the officer authorized to act as and perform the duties of the Chairman, pursuant to Section 2 of Article IV of these By-laws, subject to the approval of the Board of Directors.

Section 2. The seal of the Bank may be affixed to any proper document by the Secretary, any Assistant Secretary or by any person designated in writing by the Secretary or any Assistant Secretary, and any of such persons may certify any action of the Bank.

ARTICLE VIII

AMENDMENTS

Section 1. These By-laws may be amended, altered, changed, added to or repealed, and others may be adopted in their place at any regular or special meeting of the Board of Directors at which a quorum is present by a majority vote of the directors present at such meeting.

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Exhibit 7

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL AND STATE-CHARTERED SAVINGS BANKS FOR DECEMBER 31, 1994

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

SCHEDULE RC--BALANCE SHEET

<TABLE>

<CAPTION>

Dollar Amounts in Thousands

<S>	<C>	<C>
ASSETS		
1. Cash and balances due from depository institutions (from Schedule RC-A):		
a. Noninterest-bearing balances and currency and coin(1).....		2,046,000
b. Interest-bearing balances(2).....		362,000
2. Securities:		
a. Held-to-maturity securities (from Schedule RC-B, column A).....		0
b. Available-for-sale securities (from Schedule RC-B, column D).....		663,000
3. Federal funds sold and securities purchased under agreements to resell in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBFs:		
a. Federal funds sold.....		250,000
b. Securities purchased under agreements to resell.....		0
4. Loans and lease financing receivables:		
a. Loans and leases, net of unearned income (from Schedule RC-C).....	11,083,000	
b. LESS: Allowance for loan and lease losses.....	283,000	
c. LESS: Allocated transfer risk reserve.....	0	
d. Loans and leases, net of unearned income, allowance, and reserve (item 4.a minus 4.b and 4.c).....		10,800,000
5. Assets held in trading accounts.....		786,000
6. Premises and fixed assets (including capitalized leases).....		195,000
7. Other real estate owned (from Schedule RC-M).....		118,000
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)....		0
9. Customers' liability to this bank on acceptances outstanding.....		14,000
10. Intangible assets (from Schedule RC-M).....		690,000
11. Other assets (from Schedule RC-F).....		1,627,000
12. Total assets (sum of items 1 through 11).....		17,551,000

</TABLE>

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held in trading accounts.

Schedule RC--Continued

<TABLE>

<CAPTION>

Dollar Amounts in Thousands

<S>	<C>	<C>
LIABILITIES		
13. Deposits:		
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I).....		8,635,000
(1) Noninterest-bearing(1).....	2,818,000	
(2) Interest-bearing.....	5,817,000	
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II).....		1,634,000
(1) Noninterest-bearing.....	55,000	
(2) Interest-bearing.....	1,579,000	

14. Federal funds purchased and securities sold under agreements to repurchase in domestic offices of the bank and of its Edge and Agreement subsidiaries, and in IBFs:	
a. Federal funds purchased.....	307,000
b. Securities sold under agreements to repurchase.....	5,000
15. a. Demand notes issued to the U.S. Treasury.....	477,000
b. Trading liabilities.....	348,000
16. Other borrowed money:	
a. With original maturity of one year or less.....	2,078,000
b. With original maturity of more than one year.....	43,000
17. Mortgage indebtedness and obligations under capitalized leases.....	0
18. Bank's liability on acceptances executed and outstanding.....	14,000
19. Subordinated notes and debentures.....	662,000
20. Other liabilities (from Schedule RC-G).....	1,149,000
21. Total liabilities (sum of items 13 through 20).....	15,352,000
22. Limited-life preferred stock and related surplus.....	0
EQUITY CAPITAL	
23. Perpetual preferred stock and related surplus.....	0
24. Common stock.....	685,000
25. Surplus (exclude all surplus related to preferred stock).....	1,555,000
26. a. Undivided profits and capital reserves.....	(32,000)
b. Net unrealized holding gains (losses) on available-for-sale securities.....	(3,000)
27. Cumulative foreign currency translation adjustments.....	(6,000)
28. Total equity capital (sum of items 23 through 27).....	2,199,000
29. Total liabilities, limited-life preferred stock, and equity capital (sum of items 21, 22, and 28).....	17,551,000

Memorandum

To be reported only with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 1993.....	Number ----- N/A -----
---	---------------------------------

</TABLE>

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 4 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 5 = Review of the bank's financial statements by external auditors
- 6 = Compilation of the bank's financial statements by external auditors
- 7 = Other audit procedures (excluding tax preparation work)
- 8 = No external audit work

(1) Includes total demand deposits and noninterest-bearing time and savings deposits.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-2

STATEMENT OF ELIGIBILITY AND QUALIFICATION
UNDER THE TRUST INDENTURE ACT OF 1939 OF
AN INDIVIDUAL DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION
305 (B) (2)

ROBERT J. DONAHUE
(NAME OF TRUSTEE)

###-##-####
(SOCIAL SECURITY NUMBER)

231 SOUTH LASALLE STREET
CHICAGO, ILLINOIS
(BUSINESS ADDRESS)

60697
(ZIP CODE)

KENTUCKY UTILITIES COMPANY
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)

KENTUCKY AND VIRGINIA
(STATE OR OTHER JURISDICTION
OF INCORPORATION OR ORGANIZATION)

61-0247570
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

ONE QUALITY STREET
LEXINGTON, KENTUCKY
(ADDRESS OF PRINCIPAL EXECUTIVE
OFFICES)

40507
(ZIP CODE)

FIRST MORTGAGE BONDS
(TITLE OF THE INDENTURE SECURITIES)

ITEM 1. AFFILIATIONS WITH THE OBLIGOR.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

ITEM 2. TRUSTEESHIPS UNDER OTHER INDENTURES.

If the trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, file a copy of each such indenture as an exhibit and furnish the following information:

(a) Title of the securities outstanding under each such other indenture.

Not applicable by virtue of response to Item 9.

(b) A brief statement of the facts relied upon by the trustee as a basis for the claim that no conflicting interest within the meaning of Section 310(b)(1) of the Act arises as a result of the trusteeship under such other indenture, including a statement as to how the indenture securities will rank as compared with the securities issued under such other indenture.

Not applicable by virtue of response to Item 9.

ITEM 3. CERTAIN RELATIONSHIPS BETWEEN THE TRUSTEE AND THE OBLIGOR OR AN UNDERWRITER.

If the trustee is a director, officer, partner, employee, appointee or representative of the obligor or of any underwriter for the obligor, state the nature of each such connection.

Not applicable by virtue of response to Item 9.

ITEM 4. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE.

Furnish the following information as to securities of the obligor owned beneficially by the trustee or held by the trustee as collateral security for obligations in default.

AS OF MAY 8, 1995

<TABLE>

<CAPTION>

COL. A	COL. B	COL. C	COL. D
TITLE OF CLASS	WHETHER THE SECURITIES ARE VOTING OR NONVOTING SECURITIES	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
<S>	<C>	<C>	<C>
			<C> <C>

Not applicable by virtue of response to Item 9.

</TABLE>

ITEM 5. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE.

If the trustee owns beneficially or holds as collateral security for obligations in default any securities of an underwriter for the obligor, furnish the following information as to each class of securities of such underwriter any of which are so owned or held by the trustee.

AS OF MAY 8, 1995

<TABLE>

<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENTAGE OF VOTING SECURITIES REPRESENTED BY AMOUNT GIVEN IN COL. C
<S>	<C>	<C>	<C>

Not applicable by virtue of response to Item. 9

</TABLE>

1

ITEM 6. HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR PRINCIPAL HOLDERS OF VOTING SECURITIES OF THE OBLIGOR.

If the trustee owns beneficially or holds as collateral security for obligations in default voting securities of a person who, to the knowledge of the trustee (1) owns 10 percent or more of the voting securities of the obligor or (2) is an affiliate, other than a subsidiary, of the obligor, furnish the following information as to the voting securities of such person.

AS OF MAY 8, 1995

<TABLE>

<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
<S>	<C>	<C>	<C>

Not applicable by virtue of response to Item 9.

</TABLE>

ITEM 7. HOLDINGS BY THE TRUSTEE OF ANY SECURITIES OF A PERSON OWNING 50 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR.

If the trustee owns beneficially or holds as collateral security for obligations in default any securities of a person who, to the knowledge of the trustee, owns 50 percent or more of the voting securities of the obligor, furnish the following information as to each class of securities of such person any of which are so owned or held by the trustee.

AS OF MAY 8, 1995

<TABLE>

<CAPTION>

COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
<S>	<C>	<C>	<C>

Not applicable by virtue of response to Item 9.

</TABLE>

ITEM 8. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE.

Except as noted in the instructions, if the obligor is indebted to the trustee, furnish the following information.

AS OF MAY 8, 1995

<TABLE>

