

EXHIBIT 3

(2002 Series C-Carroll Co.)

COUNTY OF CARROLL, KENTUCKY
AS TRUSTOR

TO

DEUTSCHE BANK TRUST COMPANY AMERICAS
AS TRUSTEE,
PAYING AGENT AND BOND REGISTRAR

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INDENTURE OF TRUST
SECURING COUNTY OF CARROLL, KENTUCKY,
POLLUTION CONTROL REVENUE BONDS
2002 SERIES C (KENTUCKY UTILITIES COMPANY PROJECT)

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Dated as of July 1, 2002

Section 3.07. Limitations on Purchase and Remarketing. Anything in this Indenture to the contrary notwithstanding, there shall be no purchase of 2002 Series C Bonds pursuant to Section 3.01(a) if there shall have occurred and be continuing an event of default under Section 9.01(a), (b) or (e) and notice of such event of default has been provided as required by Article IX hereof, and there shall be no remarketing of 2002 Series C Bonds pursuant to Section 3.02 if there shall have occurred and be continuing an event of default under Section 9.01(a) or (b) hereof.

Section 3.08. Noteline Direct Facilities. The Issuer, at the written request of the Company, may enter into and utilize the optional Noteline Direct system for transmitting instructions and/or filing or obtaining reports with respect to the 2002 Series C Bonds in the Flexible Rate Mode. Use of the Noteline Direct system is optional at the sole discretion of the Company.

ARTICLE IV

REDEMPTION OF 2002 SERIES C BONDS BEFORE MATURITY

Section 4.01. Redemption Dates and Prices.

(1) General. The 2002 Series C Bonds shall be non-callable for redemption except as provided in this Section 4.01 and except in the event and to the extent that (a) Company is required to prepay the Loan in whole or in part pursuant to Section 10.3 of the Agreement or (b) Company shall exercise any of its options to prepay the Loan in whole as provided in Section 10.1 of the Agreement, or (c) Company shall elect to redeem 2002 Series C Bonds in whole or in part pursuant to Section 6.1 of the Agreement. If called for redemption pursuant to clause (a), (b) or (c) above, the 2002 Series C Bonds shall be subject to redemption by Issuer in whole or in part as appropriate, on any redemption date established pursuant to Section 10.4 of the Agreement by lot in such manner as Trustee may determine, at 100% of the principal amount thereof plus accrued interest to the redemption date. Upon the applicable dates of redemption the Bondholders shall be paid in such funds as are stipulated in Section 2.07 of this Indenture.

(2) Additional Optional Redemption.

(i) Whenever the Interest Rate Mode for the 2002 Series C Bonds is the Daily Rate or the Weekly Rate, the 2002 Series C Bonds shall be subject to redemption at the option of the Issuer, upon the written direction of Company, in whole or in part, at a redemption price of 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, on any Business Day.

(ii) Whenever the Interest Rate Mode for 2002 Series C Bonds is the Dutch Auction Rate, such 2002 Series C Bond shall be subject to redemption at the option of the Issuer, upon the written direction of the Company, in whole or in part, at a redemption price of 100% of the principal amount thereof, plus interest accrued, if any, to the redemption date, on the Business Day immediately succeeding any Auction Date.

(iii) Whenever the Interest Rate Mode for a 2002 Series C Bond is the Flexible Rate, each 2002 Series C Bond shall be subject to redemption at the option of the Issuer, upon the written direction of the Company, in whole or in part, at a redemption price of 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, on each Interest Payment Date for that 2002 Series C Bond.

(iv) Whenever the Interest Rate Mode for the 2002 Series C Bonds is the Semi-Annual Rate, the 2002 Series C Bonds shall be subject to redemption at the option of the Issuer, upon the written direction of the Company, in whole or in part, at a redemption price of 100% of the principal amount thereof on any Interest Payment Date for each Semi-Annual Rate Period.

(v) Whenever the Interest Rate Mode for the 2002 Series C Bonds is the Annual Rate, the 2002 Series C Bonds shall be subject to redemption at the option of the Issuer, upon the written direction of Company, in whole or in part, at a redemption price of 100% of the principal amount thereof to the redemption date, on the final Interest Payment Date for each Annual Rate Period.

(vi) Whenever the Interest Rate Mode for the 2002 Series C Bonds is the Long Term Rate Period, the 2002 Series C Bonds will be subject to redemption, in whole or in part, at the option of the Issuer, upon the written direction of the Company, (A) on the final Interest Payment Date for the applicable Interest Rate Period at a redemption price of 100% of the principal amount thereof and (B) prior to the end of the then current Long Term Rate Period at any time during the redemption periods and at the redemption prices set forth below, plus accrued interest, if any, to the redemption date:

<u>Original Length of Current Long Term Rate Period (Years)</u>	<u>Commencement of Redemption Period</u>	<u>Redemption Price as Percentage of Principal</u>
More than or equal to 11 years	First Interest Payment Date on or after the tenth anniversary of commencement of Long Term Rate Period	101% declining by 1% on the next succeeding anniversary of the first day of the redemption period and thereafter 100%
Less than 11 years	Non-callable	Non-callable

If, at the time of Company's notice of a change in the Long Term Rate Period pursuant to Section 2.02(d), or its notice of Conversion of the Interest Rate Mode for the 2002 Series C Bonds to the Long Term Rate pursuant to Section 2.02(e), or, when the Interest Rate Mode for the 2002 Series C Bonds is the Long Term Rate, at least forty days prior to the Purchase Date for the 2002 Series C Bonds pursuant to Section 3.01(a)(v), Company provides a certification of the Remarketing Agents to Trustee, the Bond Registrar, the Paying Agent, the Tender Agent and Issuer that the

foregoing schedule is not consistent with Prevailing Market Conditions and an opinion of Bond Counsel that a change in the redemption provisions of the 2002 Series C Bonds will not adversely affect the exclusion from gross income of interest on the 2002 Series C Bonds for federal income tax purposes, the foregoing redemption periods and redemption prices may be revised, effective as of the date of such change in the Long Term Rate Period, the Conversion Date, or that Purchase Date, as determined by the Remarketing Agents in their judgment, taking into account the then Prevailing Market Conditions, as stipulated in such certification, which shall be appended by Trustee to its counterpart of this Indenture. Any such revision of the redemption periods and redemption prices shall not be considered an amendment of or a supplement to this Indenture and shall not require the consent of any Bondholder or any other person or entity.

(3) Redemption Procedures. The 2002 Series C Bonds shall be called for redemption by Trustee as herein provided in accordance with Section 10.4 of the Agreement.

Section 4.02. Notice of Redemption.

(1) Trustee shall, upon being satisfactorily indemnified as to expenses, cause notice of the call for any redemption, identifying the 2002 Series C Bonds or portions thereof, in Authorized Denominations to be redeemed to be sent by first class mail (postage prepaid) (i) at least thirty (30) days and not in excess of forty-five (45) days in the case of 2002 Series C Bonds bearing interest at the Semi-Annual Rate, the Annual Rate or the Long Term Rate and (ii) at least fifteen (15) days and not in excess of forty-five (45) days in the case of 2002 Series C Bonds bearing interest at the Dutch Auction Rate, Daily Rate, Weekly Rate or Flexible Rate, in each case prior to the redemption date to the Registered Owner of each 2002 Series C Bond to be redeemed.

(2) Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, irrespective of whether the Registered Owner receives the notice. Failure to give such notice by mailing or any defect therein in respect of any 2002 Series C Bond shall not affect the validity of any proceedings for the redemption of any other 2002 Series C Bond. All 2002 Series C Bonds so called for redemption will cease to bear interest after the date fixed for redemption provided funds for their redemption are on deposit at the place of payment at that time.

Section 4.03. Cancellation. All 2002 Series C Bonds which have been redeemed shall not be reissued but shall be cancelled by Trustee.

Section 4.04. Redemption Payments. On or prior to the date fixed for redemption of 2002 Series C Bonds, funds shall be deposited by or on behalf of Issuer with Trustee in the Bond Fund to pay, and Trustee is hereby authorized and directed to apply any such funds to the payment of, the 2002 Series C Bonds or portions thereof called for redemption, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice if, on such redemption date, funds sufficient for the payment of principal, premium, if any, and accrued interest to date of redemption are on deposit with the Trustee for such purposes, interest on the 2002 Series C Bonds or portions thereof so called for redemption shall cease to accrue after the date fixed for redemption.

No payment of principal, premium or interest shall be made by Trustee upon any 2002 Series C Bond or portion thereof called for redemption until such 2002 Series C Bond or portion thereof shall have been delivered to Trustee for payment or cancellation or Trustee shall have received the items required by Section 2.09 hereof with respect to any mutilated, lost, stolen or destroyed 2002 Series C Bond.

Section 4.05. Partial Redemption of 2002 Series C Bonds. Pursuant to Section 4.01 hereof, a portion of any 2002 Series C Bond may be redeemed, but 2002 Series C Bonds shall be redeemed only in an Authorized Denomination. Upon surrender of any 2002 Series C Bond for redemption in part only, Issuer shall execute and Trustee shall authenticate and deliver to the holder thereof, at the expense of Company, a new 2002 Series C Bond or 2002 Series C Bonds of Authorized Denomination in aggregate principal amount equal to the unredeemed portion of the 2002 Series C Bond surrendered.

Section 4.06 No Partial Redemption After Default. Anything in this Indenture or the Agreement to the contrary notwithstanding, if there shall have occurred and be continuing an event of default described in Section 9.01 hereof, there shall be no redemption of less than all of the 2002 Series C Bonds at the time outstanding.

Section 4.07 Company Direction of Optional Redemption. Issuer shall direct Trustee in writing and Bond Registrar in writing to call 2002 Series C Bonds for optional redemption only when it shall have been notified by Company to do so. Notice of any optional redemption to the Bond Registrar shall specify the principal amount of 2002 Series C Bonds to be redeemed and the redemption date. Company will give the notice to the Bond Registrar and Trustee at least 15 days but not more than 90 days prior to the day on which the Bond Registrar is required to give notice of such optional redemption to the Bondholders.

Section 4.08 Selection of 2002 Series C Bonds to be Called for Redemption. Except as otherwise provided herein or in the 2002 Series C Bonds, if less than all the 2002 Series C Bonds are to be redeemed, the particular 2002 Series C Bonds to be called for redemption shall be selected by lot by the Bond Registrar; provided, however, that in connection with any redemption of 2002 Series C Bonds the Bond Registrar shall first select for redemption any 2002 Series C Bonds held pursuant to Section 3.04(a)(ii) and that if, as stated in a certificate of a Company Representative delivered to the Bond Registrar, Company shall have offered to purchase all 2002 Series C Bonds then Outstanding and less than all of such 2002 Series C Bonds shall have been tendered to Company for such purchase, the Bond Registrar, at the direction of a Company Representative, which direction shall specifically identify those 2002 Series C Bonds which have not been so tendered to Company, shall select for redemption all such 2002 Series C Bonds which have not been so tendered. The Bond Registrar shall treat any 2002 Series C Bond of a denomination greater than the minimum Authorized Denomination for the Interest Rate Mode then applicable to the 2002 Series C Bonds as representing that number of separate 2002 Series C Bonds each of that minimum Authorized Denomination (and, if any 2002 Series C Bond is not in a denomination that is an integral multiple of the minimum Authorized Denomination for such Interest Rate Mode, one

separate 2002 Series C Bond of the remaining principal amount of the 2002 Series C Bond) as can be obtained by dividing the actual principal amount of such 2002 Series C Bond by that minimum Authorized Denomination; provided that no 2002 Series C Bond shall be redeemed in part if it results in the unredeemed portion of the 2002 Series C Bond being in a principal amount other than an Authorized Denomination.

Section 4.09. Additional Matters Regarding Notices of Redemption.

(a) Notices for the call for redemption of 2002 Series C Bonds shall be prepared by the Trustee at the expense of Company and in the name of the Issuer and shall identify (i) the complete official name of the issue, (ii) the 2002 Series C Bonds or portions thereof to be redeemed by designation, letters, CUSIP numbers, numbers or other distinguishing marks, interest rate, maturity date and principal amount, (iii) the redemption price to be paid, (iv) the date fixed for redemption, (v) the place or places, by name and address, where the amounts due upon redemption are payable and (vi) the name and telephone number of the person to whom inquiries regarding the redemption may be directed; provided, however, that the failure to identify a CUSIP number for said 2002 Series C Bonds in the redemption notice, or the inclusion of an incorrect CUSIP number, shall not affect the validity of such redemption notice.

The notice also shall be attached by the Tender Agent to any 2002 Series C Bond which is tendered for purchase and remarketed in the period between the mailing of such notice and the date set for redemption. A second notice shall be sent in the same manner prescribed by Section 4.02 not more than 60 days after the redemption date to the Registered Owner of any redeemed 2002 Series C Bond which was not presented for payment on the redemption date. Failure to receive notice pursuant to this Section, or any defect in that notice, as to any 2002 Series C Bond shall not affect the validity of the proceedings for the redemption of any 2002 Series C Bond. Notices of redemption shall also be mailed to Trustee, the Remarketing Agents, the Tender Agent and the Paying Agents.

(b) The Bond Registrar shall take the following additional actions with respect to such redemption notice, but no defect in the following actions or any failure to take the same shall defeat the effectiveness of the foregoing redemption notice:

(i) At least 16 days (31 days if the Interest Rate Mode is the Semi-Annual Rate, the Annual Rate or the Long Term Rate) prior to the date fixed for redemption, such redemption notice shall be given by (i) registered or certified mail, postage prepaid, (ii) electronic notice or (iii) overnight delivery service, to the following securities depository:

The Depository Trust Company
55 Water Street
New York, New York 10041
Facsimile transmission: (212) 709-1706

(ii) At least 16 days (31 days if the Interest Rate Mode is the Semi-Annual Rate, the Annual Rate or the Long Term Rate before the date fixed for redemption, such redemption notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to two of the following services as may be selected by the Bond Registrar in its sole discretion (or, if such services are no longer in existence, to such other information service of national recognition that disseminates redemption information as is specified in writing by Company to the Bond Registrar):

- (1) Financial Information, Inc.'s
Daily Called Bond Service
30 Montgomery Street, 10th Floor
Jersey City, New Jersey 07302
Attention: Editor;
- (2) Kenny Information Service's "Called Bond Service"
55 Broad Street, 28th Floor
New York, New York 10004;
- (3) Interactive Data Corporation Bond Service
22 Cortland Street
New York, New York 10007
Attention: Customer Service;
- (4) Moody's Municipal and Government
99 Church Street, 8th Floor
New York, New York 10007
Attention: Municipal News Report; or
- (5) Standard & Poor's Called Bond Record
25 Broadway, 3rd Floor
New York, New York 10004.

(iii) In undertaking the requirements of this subsection (b), the Bond Registrar does so as a courtesy to the institutions listed herein and the Bond Registrar shall not incur any liability hereunder or to any person or entity as a result of the failure to provide such notice to any such institution or as a result of any defect therein.

(c) All 2002 Series C Bonds, or portions thereof, so called for redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Paying Agent at that time, and shall no longer be considered Outstanding under the Indenture.

Section 4.10. 2002 Series C Bonds Redeemed in Part. Any 2002 Series C Bond which is to be redeemed only in part shall be surrendered at a place stated for the surrender of 2002 Series C Bonds called for redemption in the notice provided for in Section 4.09 (with due endorsement by, or a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the Registered Owner thereof or his attorney duly authorized in writing) and Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner of such 2002 Series C Bond without service charge, a new 2002 Series C Bond or 2002 Series C Bonds, of any Authorized Denomination as requested by such Registered Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the 2002 Series C Bond so surrendered.

ARTICLE V

GENERAL COVENANTS

Section 5.01. Payment of Principal, Premium, if any, and Interest. Issuer covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on every 2002 Series C Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said 2002 Series C Bonds according to the true intent and meaning thereof, but solely and only from the payments, revenues and receipts specifically assigned herein for such purposes.

Section 5.02. Performance of Covenants; Issuer. Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions required to be performed by it and contained in this Indenture, in any and every 2002 Series C Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. Issuer represents, warrants and covenants that it is duly authorized under the Constitution and laws of the Commonwealth of Kentucky, including particularly and without limitation the Act, to issue the 2002 Series C Bonds authorized hereby and to execute this Indenture, to assign the Agreement and amounts payable under the Agreement, and to assign the payments and amounts hereby assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the 2002 Series C Bonds and the execution and delivery of this Indenture will be duly and effectively taken, and that the 2002 Series C Bonds in the hands of the Bondholders are and will be valid and enforceable obligations of Issuer according to the terms thereof and hereof.

Section 5.03. Instruments of Further Assurance. Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as Trustee may reasonably require for the better and more effectual assignment unto Trustee all and singular the payments, revenues and other amounts payable under the Agreement, and any other income and other moneys assigned hereby as security for the payment of the principal of and interest and premium, if any, on the 2002 Series C Bonds. Issuer further covenants that it will not sell, convey or otherwise dispose of any part of the Trust Estate or create or suffer to be created any lien, encumbrance or charge upon the Trust Estate, including without limitation its interest in the revenues