

KENNECOTT EXHIBIT 2.3

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 31
STATE OF UTAH

Partial Requirements Service – Large General Service – 1,000 kW and Over

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for customers who would otherwise qualify for Schedule 8 or 9 requiring Supplementary, Backup, Maintenance Power or Excess Service (partial requirements service) in addition to regular electric requirements obtained from on-site generation. This Schedule is applicable to customers with on-site generation of more than 1,000 kW but that does not exceed 15,000 kW. Delivery shall be at one point and at Company's locally standard voltage. This Schedule is not applicable to service for resale. This Schedule is not required where on-site generation is used primarily for emergency supply during times of utility outage or to Customers taking service under Schedule 135 and Schedule 136. Partial requirements service from the Company for customers with less than 1,000 kW of on-site generation shall be provided under the applicable general service schedule. Partial requirements service from the Company for customers with more than 15,000 kW of on-site generation shall be provided under contractual arrangements to be negotiated on a case-by-case basis.

MONTHLY BILL:

Customer Charges:	Secondary Voltage	\$137.00 per Customer
	Primary Voltage	\$621.00 per Customer
	Transmission Voltage	\$696.00 per Customer

If a Primary Customer is metered on the secondary side of the transformer the Secondary Voltage Customer charge shall apply and meter readings will be increased to reflect transformer losses.

Facilities Charges:	Secondary Voltage	\$5.75 per kW
	Primary Voltage	\$4.58 per kW
	Transmission Voltage	\$2.70 per kW

The Facilities Charge applies to the kW of Backup Contract Power.
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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

MONTHLY BILL: (continued)

Backup Power Charges:

On-Peak Secondary Voltage

June - September: \$0.90 per kW Day

October - May: \$0.80 per kW Day

On-Peak Primary Voltage

June - September: \$0.88 per kW Day

October - May: \$0.78 per kW Day

On-Peak Transmission Voltage

June - September: \$0.78 per kW Day

October - May: \$0.69 per kW Day

During Scheduled Maintenance

One Half (1/2) On-Peak Charge

Off-Peak

No Charge

The Power Charge for Backup Power is billed on a per day basis and is based on the fifteen (15) minute period of the Customer's greatest use of Backup Power during on-peak hours each day.

Excess Power Charges:

On-Peak Secondary Voltage

June - September: \$41.89 per kW

October - May: \$37.07 per kW

On-Peak Primary Voltage

June - September: \$39.56 per kW

October - May: \$35.01 per kW

On-Peak Transmission Voltage

June - September: \$33.21 per kW

October - May: \$29.39 per kW

Supplementary Power and all Energy: Supplementary Power and all Energy shall be billed under the pricing provisions of the applicable general service schedule.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 80.

POWER FACTOR: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

VOLTAGE LEVELS: Primary Voltage applies where a distribution Customer takes service from Company's available lines of 2,300 to less than 46,000 volts and provides and maintains all transformers and other necessary related equipment. Transmission Voltage applies where service is supplied at approximately 46,000 volts or greater through a single point of delivery.

TIME PERIODS:

On-Peak: October through May inclusive
6:00 a.m. to 9:00 a.m., 6:00 p.m. to 10:00 p.m., Monday thru Friday,
except holidays.
June through September inclusive
3:00 p.m. to 10:00 p.m., Monday thru Friday, except holidays.

Off-Peak: All other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

TYPE OF SERVICE: Whether Power is considered scheduled maintenance, supplementary, back-up, or excess is determined as follows. When the Customer has pre-scheduled Maintenance Service, the power measurements from 0 kW up to the level equal to the pre-scheduled Backup Power shall be considered Scheduled Maintenance Power. Power measurements above the Scheduled Maintenance Power up to the level equal to the Supplementary Contract Power shall be considered supplementary power. Power measured above the sum of the Scheduled Maintenance Power and Supplementary Contract Power level up to the Total Contract Power (the sum of the Supplementary Contract Power and the Backup Contract Power) shall be considered Backup Power. Power measurements in excess of Total Contract Power shall be considered Excess Power.

When the Customer has not pre-scheduled Maintenance Service power measurements from 0 kW up to the level equal to the Supplementary Contract Power shall be considered Supplementary Power. Power measurements above the Supplementary Contract Power level but less than Total Contract Power (the sum of the Supplementary Contract Power and the Backup Contract Power) shall be considered Backup Power. Power measurements in excess of Total Contract Power shall be considered Excess Power.

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

DEFINITIONS:

MAINTENANCE SERVICE: Maintenance service is electric service used by the Customer to replace electric service ordinarily generated by the Customer's own generation equipment during scheduled outages of the facility.

MEASURED POWER: The kW as shown by or computed from the readings of the Power meter located at the Company's point of delivery, for the 15 minute period of the Customer's greatest use during the Billing Period or that day.

MEASURED ENERGY: The electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point of delivery.

SCHEDULED MAINTENANCE POWER: Electric Power and energy made available by the Company to a Customer during the scheduled maintenance periods established in accordance with the provisions of this schedule to replace Backup Power. Scheduled Maintenance Power shall not exceed the Backup Contract Power.

SUPPLEMENTARY CONTRACT POWER: The specified Power in kW of Supplementary Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer. The Supplementary Contract Power shall be established by agreement between the Customer and the Company. Measured Power in excess of the Supplementary Contract Power shall not establish new Supplementary Contract Power.

SUPPLEMENTARY POWER: The kW of Supplementary Contract Power supplied by the Company to the Customer. The kW of Supplementary Power for the Billing Period shall be the kW for the 15 minute period of the Customer's greatest use of Supplementary Power during the Billing Period, adjusted for power factor as specified, determined to the nearest kW. For each 15 minute period during the Billing Period, Supplementary Power shall equal the Measured Power but shall not be less than zero nor greater than the Supplementary Contract Power.

SUPPLEMENTARY SERVICE: Supplementary service is electric service regularly used by a Customer in addition to that which the Customer generates itself.

TOTAL CONTRACT POWER: The sum of Supplementary Contract Power and Backup Contract Power.

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

DEFINITIONS: (continued)

SCHEDULED MAINTENANCE: Customer shall submit to the Company, in writing, Customer's proposed maintenance schedule and nominated Scheduled Maintenance Power for each month of an 18 month period beginning with the date of the Customer's initial receipt of service under this schedule. Customer shall, prior to September 1st of each subsequent year, submit to the Company, in writing, Customer's proposed maintenance schedule for each month of an 18 month period beginning with January 1st of the following year. The proposed schedules will not be deemed a request for Maintenance Service unless so designated by the Customer and accepted by the Company in writing.

Maintenance shall be scheduled for a maximum of 30 days per year for each generating unit. These 30 days may be taken in either one continuous period, or two continuous periods. Solely at the discretion of the Company and for good cause, the maintenance maximum may be extended.

1. The Customer may present a request for a maintenance outage for a specified unit in writing to the Company no less than 30 days in advance of the date of the scheduled maintenance with the nominated Scheduled Maintenance Power. The Company reserves the right to modify Customer's requested maintenance schedule. Any modifications by the Company must be made with reason within seven days after that schedule has been received by the Company.
2. The Customer may request an adjustment in a scheduled maintenance outage up to 14 days in advance of the expected maintenance. Company approval, or disapproval with reason, for such adjustment shall be given within seven days of such request.
3. The Company may with reason cancel a scheduled maintenance outage at any time with seven days notice prior to the beginning of a scheduled maintenance outage. Subject to the mutual agreement of the Customer and the Company, scheduled maintenance outage(s) canceled by the Company may be rescheduled.

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

TOTAL CONTRACT POWER, SUPPLEMENTARY CONTRACT POWER, AND BACKUP CONTRACT POWER: The Customer shall contract for Total Contract Power. This is the sum of Supplementary Contract Power and Backup Contract Power. The Customer may elect to increase Total Contract Power by increasing Supplementary Contract Power and/or Backup Contract Power prospectively at any time, provided there are facilities of adequate capacity, by providing notice to the Company. The Customer may elect to increase Total Contract Power by increasing Supplementary Contract Power and/or Backup Contract Power retroactively to the most recently completed Billing Period, provided there are facilities of adequate capacity, by providing notice to the Company by the statement due date of the Billing Period. The Supplementary Contract Power may be reduced for a continuous period of each year provided that at least 12 month's written notice has been provided to the Company or as specified in contract. Only one request to reduce Supplementary Contract Power may be outstanding for each account. Customer may reduce Backup Contract Power by providing written notice to the Company no less than six months in advance of the effective date of the desired reduction, provided, only one such request may be made in any 12-month period. Within 15 days of receipt of a timely written request by Customer, the Company shall advise Customer of the terms upon which the Company would accept a reduction in contract power. A period of reduction shall commence at the beginning of a billing cycle and terminate at the end of a billing cycle.

DISTRIBUTION AND TRANSMISSION PLANT: The Company shall be under no obligation to install distribution or transmission plant in excess of that necessary to meet the Total Contract Power. In the event that the capacity of the local facilities is or will be limited, the Company may at its sole discretion install load limiting devices in cases where the Customer's Load exceeds the Total Contract Power. Customer shall reimburse the Company at full replacement cost for any damage to Company equipment that results from Measured Powers in excess of the Total Contract Power regardless of whether the Company has or has not installed load control devices.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the facilities charge shall be applied to only such Backup Contract Power as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

CONTRACT PERIOD: One year or longer.

ASSIGNMENT: Customer may assign its Electric Service Agreement to another Customer upon advance written notice to Company and Company shall approve said assignment unless it has reasonable causes to withhold its approval. When such reasonable cause exists, Company shall notify Customer in writing of its reasons for refusing to approve the proposed assignment.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.