# EXHIBIT A

## Ameren Missouri Statements on Ownership of the Millcreek BESS Site
## File No. EA-2026-0183

Ameren Missouri has repeatedly told Lincoln County residents, in print and online, that it owns the Millcreek BESS site. In its sworn filings in this case, Ameren states that it holds only a purchase option and will buy the land after the certificate is granted. Ameren relied on its claimed land rights to give no landowner notice under 20 CSR 4240-20.045(6)(K).

### Public statements: "Ameren Missouri-owned"

| # | Date | Speaker | Where | Statement |
|---|---|---|---|---|
| 1 | Aug. 21, 2026 | Rob Dixon, Vice President, Ameren Missouri | Column, Lincoln County Journal (lincolncountyjournal.com/2026/08/21/the-millcreek-energy-center-and-missouris-energy-future/) | A battery storage facility "that we are seeking to build on 12 acres of Ameren Missouri-owned property west of Highway 61 and just south of Tickridge Road" |
| 2 | Current as of Nov. 11, 2026 | Ameren Missouri | Millcreek project webpage (ameren.com/reliability/generation/millcreek) | "The proposed facility would be located on Ameren Missouri-owned property west of Highway 61 and just south of Tickridge Road." |
| 3 | Current as of Nov. 11, 2026 | Ameren Missouri | Millcreek project webpage, FAQ | "The proposed battery storage facility would use approximately 12 acres of Ameren Missouri-owned land in Lincoln County." |
| 4 | Sept. 22, 2026 | Scott Wibbenmeyer, Senior Director, Renewable Business Development & Acquisitions, Ameren Missouri | Email to Samantha Capstick (Attachment A-3) | "The Project is being built on Company-owned land; therefore, no other landowners will be impacted, and no such notice was required." |

### Sworn filings: purchase option only

| # | Date | Filing | Statement |
|---|---|---|---|
| 5 | May 22, 2026 | Application (EFIS Doc. 877316), para. 18 | Site of about 24 acres "for which the Company holds a five-year purchase option," "whereby the Company will close on the real estate upon receipt of CCN approval" |
| 6 | May 22, 2026 | Application (EFIS Doc. 877316), para. 20 | "a greenfield site for which Ameren Missouri currently holds purchase options" |
| 7 | May 22, 2026 | Application (EFIS Doc. 877316), para. 36.k | No landowner notice given because "the Company has already obtained all necessary land rights." For the Castle Bluff and Huck Finn sites, by contrast, the Application states that the Company owns the land. |

| # | Date | Filing | Statement |
|---|---|---|---|
| 8 | May 22, 2026 | Direct Testimony of Scott Wibbenmeyer (EFIS Doc. 877339), p. 10 | "located on approximately 24 acres for which the Company holds a purchase option" |
| 9 | May 22, 2026 | Direct Testimony of Scott Wibbenmeyer (EFIS Doc. 877339), p. 22 | "All necessary land for the project is presently under a purchase option"; the Company "will close on the real estate transaction upon receipt of CCN approval" |

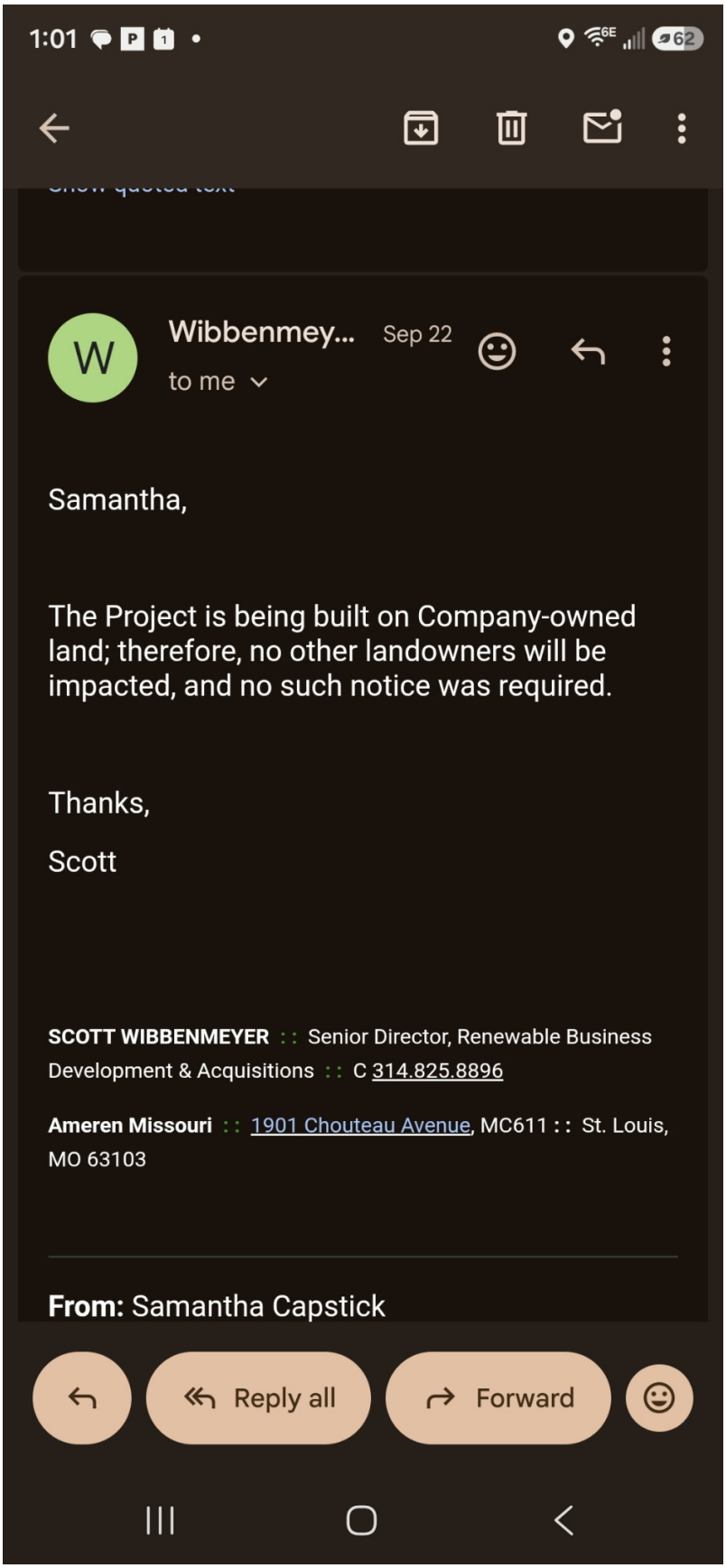
Lincoln County land records show no deed to Ameren Missouri or Union Electric Company for the Millcreek site. The Memorandum of Purchase Agreement for the parent parcel (Tax ID 04-70-26-000-000-001.000), recorded September 9, 2024 as Instrument No. 2024006874, Book 2503, Page 477 (Attachment A-4), states that Franklin R. Teasley Farms, Inc. "has agreed to sell" approximately 680.8 acres to Union Electric Company d/b/a Ameren Missouri, and that Ameren Missouri has a three-year Development Period, extendable for up to two years, "to determine whether to move forward with purchasing the Property." Franklin R. Teasley Farms, Inc. remains the record owner.

**Attachments**

A-1: Rob Dixon column, Lincoln County Journal, Aug. 21, 2026
A-2: Ameren Missouri Millcreek project webpage
A-3: Email from Scott Wibbenmeyer to Samantha Capstick, Sept. 22, 2026
A-4: Memorandum of Purchase Agreement, Instrument No. 2024006874, Book 2503, Page 477, Lincoln County Recorder of Deeds

# ATTACHMENT A-3

**Email from Scott Wibbenmeyer to Samantha Capstick, Sept. 22, 2026**


1:01
Wibbenmey...
Sep 22
to me
Samantha,
The Project is being built on Company-owned land; therefore, no other landowners will be impacted, and no such notice was required.
Thanks,
Scott
SCOTT WIBBENMEYER : : Senior Director, Renewable Business Development & Acquisitions : : C 314.825.8896
Ameren Missouri : : 1901 Chouteau Avenue, MC611 : : St. Louis, MO 63103
From: Samantha Capstick
Reply all
Forward

# ATTACHMENT A-4

**Memorandum of Purchase Agreement**

**Instrument No. 2024006874, Book 2503, Page 477**

*Recorded in Lincoln County, Missouri*
Recording Date/Time: **09/09/2024** at **08:07:58 AM**
Instr #: **2024006874**
Book: **2503** Page: **477**
Type: **AGREE**
Pages: **5**
Fee: **$36.00 S**

*Electronically Recorded*
ATWELL-GROUP

Tracy K. Martin
Recorder of Deeds

**Space Above for Recorder's Use Only**

## DOCUMENT COVER SHEET

| | |
|---|---|
| TITLE OF DOCUMENT: | **MEMORANDUM OF PURCHASE AGREEMENT** |
| DATE OF DOCUMENT: | September 4th, 2024 |
| GRANTOR: | **FRANKLIN R. TEASLEY FARMS, INC., a Missouri corporation** |
| GRANTOR'S MAILING ADDRESS: | **4414 N. Highway 61<br>Silex, MO 63377** |
| GRANTEE: | **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI** |
| GRANTEE'S MAILING ADDRESS: | **Ameren Missouri<br>Real Estate Department<br>P.O. Box 66149, MC 700<br>St. Louis, MO 63166-6149** |
| LEGAL DESCRIPTION: | **See Exhibit "A" attached hereto.** |
| REFERENCE BOOK AND PAGE: | **Not applicable.** |

**REMS INFORMATION**
Agreement ID:
Project ID:

# MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT ("Memorandum") is dated this 4th day of September, 2024, by and between **FRANKLIN R. TEASLEY FARMS, INC., a Missouri corporation** (together with all successors, assigns, and heirs thereof, "Seller") and **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, having an address at 1901 Chouteau Ave, Saint Louis, Missouri 63103 (together with its transferees, successors and assigns, "Buyer").

Seller and Buyer hereby acknowledge the following:

1. **Purchase Agreement**. Seller and Buyer have entered into that certain Solar Land Purchase Agreement, dated September 4th, 2024 (the "Agreement"), whereby Seller has agreed to sell to Buyer approximately 680.8 acres of land and certain rights related thereto located in the County of Lincoln, State of Missouri, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, in accordance with and subject to the terms and conditions set forth in the Agreement (the "Property"). This Memorandum shall run with the Property.

2. **Development Period**. Following execution of the Agreement, and in exchange for the consideration described therein, Buyer has a three-year period (the "Development Period") to determine whether to move forward with purchasing the Property, and Buyer has certain rights to the Property during the Development Period as more particularly set forth in the Agreement. Buyer may choose to extend the Development Period for up to two additional years by providing notice to Seller before the end of the current Development Period in accordance with the Agreement.

3. **Notices**. Notices shall be given to the parties to the Agreement in writing at the addresses set forth herein for Seller and Buyer, subject to the terms of the Agreement.

4. **Record Notice; Conflicts**. This Memorandum is intended only for recording purposes to provide record notice of the existence of the Agreement and the terms and conditions contained in the Agreement (whether or not set forth herein), and this Memorandum is not to be construed as a complete summary of the terms and conditions of the Agreement. This Memorandum is subject to the Agreement and any amendments, modifications, alterations, renewals, and extensions of the Agreement. The terms and provisions of the Agreement are incorporated in this Memorandum by reference. In the event of any conflict between this Memorandum and the Agreement, the provisions of the Agreement shall control. The rights and obligations of Seller and Buyer are as further set forth in the Agreement, and this Memorandum shall not in any way limit or alter the rights and obligations of the parties under the Agreement.

5. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have hereunto caused this Memorandum to be executed on the date hereinabove written.

SELLER:

**FRANKLIN R. TEASLEY FARMS, INC., a Missouri corporation**

By: Franklin R. Teasley

Name: Franklin R. Teasley

Title: President

By: Emma Teasley

Name: Emma Teasley

Title: Secretary

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF Missouri
COUNTY OF Pike } SS

On this 16th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

**Franklin R. Teasley** **Emma Teasley**

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

**Capacity Claimed By Signator(s)**

| | | | |
|---|---|---|---|
| ☐ Individual(s) | ☒ Corporate | ☐ Limited Liability Company | ☐ Partner(s) |
| ☐ Trustee(s) | Title(s) of Officer(s): | Member(s)/Manager(s): | ☐ Limited Partnership |
| ☐ Executor(s) | President - | | ☐ General Partnership |
| ☐ Administrator(s) | Franklin R. Teasley | | ☐ Other (Specify Below): |
| ☐ Attorney-In-Fact | Secretary - | | |
| ☐ Conservator(s) | Emma Teasley | | |
| ☐ Guardian(s) | | | |

11-27-26
My Commission Expires

Malaine P. Hagemeier
Notary Public

Affix Notary Stamp Below

MALAINE P. HAGEMEIER
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
LINCOLN COUNTY
COMMISSION # 14505136
MY COMMISSION EXPIRES: NOVEMBER 27, 2026

BUYER:

**UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**

By: Michael Moehn

Name: Michael Moehn

Title: SVP CFO

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF **MISSOURI**
COUNTY OF _____
OR CITY OF St. Louis } SS

On this 4th day of September, 20 24, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

Michael Moehn

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

**Capacity Claimed By Signator(s)**

| | | | |
|---|---|---|---|
| ☐ Individual(s) | ☒ Corporate | ☐ Limited Liability Company | ☐ Partner(s) |
| ☐ Trustee(s) | Title(s) of Officer(s): | Member(s)/Manager(s): | ☐ Limited Partnership |
| ☐ Executor(s) | Senior EVP & CFO | | ☐ General Partnership |
| ☐ Administrator(s) | | | ☐ Other (Specify Below): |
| ☐ Attorney-In-Fact | | | |
| ☐ Conservator(s) | | | |
| ☐ Guardian(s) | | | |

08/15/2026
My Commission Expires

Makenzie Terry
Notary Public

Affix Notary Stamp Below

MAKENZIE TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 15, 2026
Commission # 18661105

Commission # 18661105

Prepared By:

Return To:

CON/MTB
WO#: J135H
Facility Name: Auburn
39.166 / -90.975
07/29/2024

**EXHIBIT "A"**
(Legal Description of the Property)

The following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Lincoln and State of Missouri to-wit:

Being a portion of:

Beginning at the N.E. corner of Lot 5 of U.S. Survey 1767, Twp. 51 N., R. 1 W., of the 5th P.M., said point being S. 69°58' W. 4771.0 feet from the N.E. corner of said Survey 1767. thence continuing with the North line of said Survey 1767, S. 69° 58' W., 1115.0 feet to the N.W. corner of said Lot 5; thence with the County Road, S. 5° 02' E., 1955.4 feet to angle point in County Road; thence S. 8° 15' W., with County Road, 1045.4 feet to angle point; thence S. 14°07' W. 846.6 feet to a point in County Road; thence S. 70° 45' W. 2329.0 feet to a Chinquapin Oak 20" Dia., on corner; thence S. 28° 30' W. 19.8 feet to an O. Stone corner; thence S. 60° 30' E. 1808.4 feet to a point in the County Road; thence with the County Road the following courses and distances: S. 9° 42' W. 93.5 feet; S. 26° 15' E. 408.0 feet and S. 35° 17' E., 52.0 feet to intersection with West line of Mill Creek Church Property; thence with said West line, N. 15° 40' E. 281.2 feet to an iron rod at Northernmost corner of said Church property; thence with the East line of said Church property S. 19° 41' E., 749.2 feet to an iron rod; thence S. 76° 56' E. 3716.8 feet to a point in Centerline of State Highway 61; thence with the centerline of said State Highway 61, N. 19° 40' W. Highway 2193.4 feet to apparent P.T. of Curve to left; thence with the Long Chord of Curve, N. 21° 33' W., 320.0 feet to a point in Highway Right of Way; Thence N. 71° 28' E. 1598.1 feet to an iron rod; thence N. 20° 38' W. 182.0 feet to an O. Stone and iron rod; thence N. 72° 13' E. 2335.5 feet to a point in the County Road; thence with the County Road, N. 21° 13' W., 1311.8 feet to an iron rod; thence S. 68° 30' W. 1352.1 feet to an O. Stone; thence N. 21° 34' W. 2202.0 feet to an O. Stone, the N.E. corner of Lot 3; thence S. 68° 18' W. 1152.0 feet to an O. Stone, the S.W. corner of Lot 4; thence N. 21° 27' W. 924.0 feet to an iron rod; thence S. 73° 57' W. 863.5 feet to an iron rod; thence N. 19° 00' W. 969.0 feet to the place of beginning.

ALSO

Beginning at a stone in the Public Road on the North line of Survey No. 1767, Township 51 N. Range 1 W. of the 5th Principal Meridian, said stone being also situate, lying and being in the County of Lincoln and State of Missouri, to-wit:

Beginning at a stone in the Public Road on the North line of Survey No. 1767, Township 51 N., Range 1 W. of the 5th Principal Meridian, said stone being also situated at a point 350 feet S. 67 1/2 degrees West of a stone at the southeast corner of Fractional Section 23, thence from said beginning with said Survey line, N. 67 1/2 degrees East 1074.8 feet to a stake; thence S. 22 1/2 degrees East, 4115.3 feet to an Iron rod in the North line of the Public Road, 15 feet North of a stone in said road; thence S. 67 degrees West 1353 feet to a stone; thence N. 22 1/2 degrees West 2204.5 feet to a stone; thence N. 67 1/2 degrees East 312 feet to a stone; thence N. 23 1/2 degrees West 1924.7 feet to point of beginning, containing 115 acres and being a part of Survey No. 1767 Township 51, Range 1 West.

EXCEPT, from the above, all of property conveyed to the State Highway Commission by General Warranty Deed dated May 10, 1977.

Tax Identification Numbers: 04-70-26-000-000-001.000; 04-60-24-000-000-005.000

Estimated Acreage: 680.8