BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and Certificates of Public Convenience and Necessity Authorizing it to Construct Renewable Generation Facilities and Battery Energy Storage Systems.

File No. EA-2026-0183

APPLICATION FOR REHEARING OF NICOLE LYNN TROUT AS TO THE MILLCREEK BESS PROJECT AND THE QUINN SWITCHING STATION

COMES NOW Nicole Lynn Trout ("Applicant"), a resident of Lincoln County, Missouri, and pursuant to Section 386.500, RSMo, and 20 CSR 4240-2.160, applies for rehearing of the Commission's Order Approving Stipulation and Agreement and Granting Certificates of Convenience and Necessity issued October 21, 2026, effective November 20, 2026 (the "Order"), solely as it grants certificates for the Millcreek BESS Project and the Quinn Switching Station. Applicant does not seek rehearing as to the Castle Bluff BESS, Huck Finn BESS, Tom Sawyer Solar, or Ringer Solar projects. In support, Applicant states as follows.

I. APPLICANT AND APPLICANT'S INTEREST

1. Section 386.500.1, RSMo, provides that after an order has been made by the Commission, "any corporation or person or public utility interested therein shall have the right to apply for a rehearing." The right is not limited to parties of record.

2. Applicant is a Lincoln County homeowner residing at 6261 Highway K, Troy, Missouri 63379, approximately 5 miles from the Millcreek BESS site. Ameren Missouri acknowledged this distance in its Opposition to Three Late-Filed Intervention Requests, filed October 7, 2026.

3. Applicant is an Ameren Missouri retail customer. Applicant's home is served by a private well. Applicant lives within the Northwest Fire Protection District, a volunteer-based district whose responders would be among the first called to an incident at the facility. Applicant received no direct notice of Ameren Missouri's application and first learned of the Millcreek BESS Project in mid-August 2026, about two months after the June 12, 2026 intervention deadline.

4. Applicant has a direct interest in the safety of the Millcreek BESS Project, the protection of Mill Creek and local groundwater, the fire and emergency response capacity of the area, and the value and use of property in northern Lincoln County.

5. Applicant sought to intervene in this case, as did other Lincoln County residents. The Commission denied those applications as late-filed.

II. BACKGROUND

6. On May 22, 2026, Ameren Missouri filed its Application seeking certificates for six facilities, including the Millcreek BESS Project, a 250 MW, four-hour lithium iron phosphate battery facility in Lincoln County, and the Quinn Switching Station, a new 161 kV switching station in Lincoln County needed to interconnect the Millcreek BESS Project.

7. The Commission set an intervention deadline of June 12, 2026.

8. The initial local public hearings were held July 28, 2026 in Eolia and Vandalia, July 29, 2026 by WebEx, and July 30, 2026 in Advance. None was held in Lincoln County. After those hearings, the Commission scheduled an additional local public hearing in Moscow Mills, Lincoln County, on August 26, 2026, more than two months after the intervention deadline had passed.

9. On September 21, 2026, the Commission vacated the remainder of the procedural schedule, including the evidentiary hearing. On September 25, 2026, Ameren Missouri, Staff, and Renew Missouri Advocates filed a Non-Unanimous Stipulation and Agreement. The Office of the Public Counsel did not sign it, although its counsel indicated it would not object.

10. On October 21, 2026, the Commission issued the Order approving the Stipulation and granting all six certificates. No live evidentiary hearing or cross-examination was conducted.

11. The Order permits Ameren Missouri to file the battery supplier's safety testing report confidentially, for review by Staff and Public Counsel only, at least 90 days before batteries are installed at the Millcreek site. That testing was therefore not in the record when the Commission found the Millcreek BESS Project to be in the public interest.

12. Hundreds of public comments were filed in this case, many from Lincoln County residents raising fire safety, water protection, and land use concerns about the Millcreek BESS Project. In addition, an online petition titled "Lincoln County

Missouri Residents' Petition for a Moratorium" has gathered approximately 1,300 signatures, mostly from Lincoln County residents, 949 of which the petition platform reports as verified.

III. GROUNDS FOR REHEARING

Ground 1: The Order is unlawful because the record does not show compliance with the landowner notice requirement of 20 CSR 4240-20.045(6)(K) for the Quinn Switching Station and associated transmission facilities, and Ameren Missouri's stated reason for giving no notice rests on a claim of land rights contradicted by its own statements.

13. 20 CSR 4240-20.045(6)(K) requires an application to include "an affidavit or other verified certification of compliance with the following notice requirements to landowners directly affected by electric transmission line routes or transmission substation locations proposed by the application," including "a list of all directly affected landowners to whom notice was sent."

14. Under the rule, land is directly affected "if a permanent easement or other permanent property interest would be obtained over all or any portion of the land or if the land contains a habitable structure that would be within three hundred (300) feet of the centerline" of an electric transmission line. Holding a purchase option does not avoid either test. The first is met whenever the utility will acquire a permanent interest in land it does not yet own, and the second turns on where nearby homes sit.

15. Ameren Missouri requested variances only from 20 CSR 4240-20.045(5)(D), (3)(C), and (6)(J). It did not request, and the Commission did not grant, a variance from the notice requirement of 20 CSR 4240-20.045(6)(K).

16. For the Castle Bluff and Huck Finn BESS sites, the Application states that no notice is required because the Company owns the land. For the Millcreek site, the Application does not claim ownership. It states only that "the Company has already obtained all necessary land rights" (Application, paragraph 36.k).

17. Ameren Missouri's own filed statements and sworn testimony show that it does not own the Millcreek site. [redacted]

[redacted]no deed to Ameren Missouri[redacted]

18. [redacted]Ameren Missouri has repeatedly told the public[redacted]no such notice was required[redacted]

19. An unexercised purchase option is not ownership, and Ameren Missouri's public claims of ownership conflict with its filed statements and sworn testimony. Ameren Missouri cannot rely on a claim of ownership to tell residents that no one needed to be notified while telling the Commission it holds only an option.

20. The Quinn Switching Station[redacted]was entitled to notice[redacted]

21. Ameren Missouri described the notice it did give in a September 22, 2026 letter to the U.S. Army Corps of Engineers (File No. MVS-2026-426). The letter states that Ameren Missouri customers near the project area who have an email or text on file received notice of the local public hearings and a link to the project website. Notice of a public hearing, sent only to utility customers with an email address or phone number on file, is not the landowner notice the rule requires. It does not reach nearby landowners who are not Ameren Missouri customers, such as residents whose electric service is provided by Cuivre River Electric Cooperative.

22. As stated in paragraph 3, Applicant received no direct notice from Ameren Missouri of its application, of the Millcreek BESS Project, or of the Quinn Switching Station.

23. Because the publicly available record does not show the required certification for the Quinn Switching Station and no variance was granted, the Commission could not lawfully grant the certificate for the Quinn Switching Station, or for the Millcreek BESS Project it exists to interconnect, on this record. The failure of notice also helps explain why neighbors of the site did not learn of the project in time to intervene by June 12, 2026.

THE BURDEN WAS ON AMEREN MISSOURI TO PROVE THE PROJECT IS SAFE. INSTEAD, IT FELL ON RESIDENTS TO PROVE IT IS DANGEROUS.

Ameren Missouri bears the burden of showing that the Millcreek BESS Project is in the public interest, and safety is part of that showing. Its battery fire testing will be filed after approval and kept confidential, while the residents who raised safety concerns were left to make their case without party status, without cross-examination, and without a hearing.

WHAT IS MISSING FROM THIS RECORD?

NO RESIDENT INTERVENORS

No Lincoln County residents were admitted as parties to represent the host community.

NO RESIDENT CROSS-EXAMINATION

Residents could not question Ameren Missouri's witnesses under oath as parties to the proceeding.

NO EVIDENTIARY HEARING

The evidentiary hearing was vacated before the Commission approved the certificates.

NO HOST-COMMUNITY PARTY REPRESENTATION

The Commission approved a project in Lincoln County without a Lincoln County resident participating as a party.

THE PUBLIC WAS ALLOWED TO COMMENT.

THE PUBLIC WAS NOT ALLOWED TO PARTICIPATE AS PARTIES.

A visual summary of the procedural concerns raised in this application.

Ground 2: The Order is unjust because Lincoln County residents were denied a meaningful opportunity to be heard.

24. The residents most affected by the Millcreek BESS Project received no landowner notice, the only local public hearing in Lincoln County was held after the intervention deadline, residents' intervention requests were denied as late, and the evidentiary hearing was cancelled.

25. The only direct notice of the local public hearings that the Commission ordered went to Ameren Missouri's own customers. The Order Setting Local Public Hearings (EFIS Doc. 882648, ordered paragraph 3) directed Ameren Missouri to notify "each of its customers" of the hearings no later than three days before them, by email or text for customers who had agreed to those methods. That hearing order did not address landowner notice, which 20 CSR 4240-20.045(6)(K) separately requires for transmission substation locations such as the Quinn Switching Station. Residents near the Millcreek site whose electric service comes from Cuivre River Electric Cooperative are not Ameren Missouri customers and received no notice under that order. For those who did receive it, three days' notice of a hearing held after the intervention deadline offered no chance to intervene.

26. The schedule closed the case to Lincoln County [redacted] 75 days [redacted]

27. On August 7, 2026, the Commission, on its own motion, found good cause to add the Moscow Mills hearing. That decision recognized the need for a hearing in the county where the facility will be built. The Commission did not reopen intervention for that county. Residents who attended could speak, but could not file testimony as parties, question Ameren Missouri's witnesses, object to the Stipulation, or exercise any other rights of a party.

28. No party represented the host county. Ameren Missouri, Staff, Public Counsel, and Renew Missouri Advocates each appeared through counsel, and Renew Missouri, an advocacy organization based outside Lincoln County, signed the Stipulation. Residents sought counsel, but few attorneys practice before the Commission, and the cost of representation quoted to residents was prohibitive. Public Counsel told

residents in writing on September 15, 2026 that it could not raise new issues or file more testimony. The Lincoln County Commission did not intervene.

29. Lincoln County residents raised specific questions [redacted] nearly 100 questions [redacted] without requiring any answe [redacted]

30. Lincoln County residents were permitted to file public comments and give sworn testimony at the local public hearings. But no resident who sought intervention was admitted as a party, so none could present party testimony, cross-examine Ameren Missouri's witnesses, or take part in the evidentiary process on the issues specific to the host county. Public comment is not a substitute for testing Ameren Missouri's technical evidence. As a result, the residents most directly affected by the Millcreek BESS Project had no party representation before the Commission granted the certificate.

Ground 3: The Commission should reconsider the denial of intervention, because the notice failure and the resulting lack of party participation affected the final Order.

31. The Commission denied Applicant's request to intervene, along with those of other Lincoln County residents, on October 19, 2026, finding no good cause and noting that none of them claimed to be unaware of the case or the deadline because of Commission or Ameren error.

32. The facts set out in Ground 1 show such an error. Applicant is aware of no landowner notice given for the Millcreek site or the Quinn Switching Station. Ameren Missouri has relied on claimed land rights that its own filed statements and sworn testimony contradict, while telling the public it owned the site.

33. The Commission also found that Public Counsel represents Applicant's interests. Public Counsel did not sign the Stipulation, stated that its non-objection "does not constitute an agreement that these concerns have been satisfied," and did not pursue site-specific safety, fire, or water protections as certificate conditions.

34. Applicant asks the Commission to reconsider the denial of intervention together with this Application. The notice failure described in Ground 1 bears directly on whether

good cause existed, and the resulting absence of any party from the host county affected the record on which the final Order rests.

IV. RELIEF REQUESTED

WHEREFORE, Applicant respectfully requests that the Commission:

1. Grant rehearing of the Order as to the Millcreek BESS Project and the Quinn Switching Station;
2. Reconsider the October 19, 2026 order denying intervention, and grant Applicant intervention limited to the Millcreek BESS Project and the Quinn Switching Station;
3. Direct Ameren Missouri to provide the notice required by 20 CSR 4240-20.045(6)(K) to all directly affected landowners for the Quinn Switching Station and any associated transmission facilities, and to file the required verified certification and list of landowners, or to show where in the record it was filed;
4. As additional relief within the Commission's discretion, direct Ameren Missouri to mail written notice of the Millcreek BESS Project and the Quinn Switching Station, with the contact information for the Commission and the Office of the Public Counsel, to every residence within one mile of either facility, whatever its electric provider;
5. Allow directly affected landowners and residents a reasonable period to intervene after such notice;
6. Direct Ameren Missouri to file proof of its ownership or other legal control of the Millcreek BESS site and the Quinn Switching Station site;
7. Direct Ameren Missouri to answer, in writing and on the record in this case, the questions Lincoln County residents submitted in October 2026;
8. Hold an evidentiary hearing, with party participation and cross-examination, on the Millcreek BESS Project and the Quinn Switching Station, and hold an additional local public hearing in the evening in Lincoln County; and
9. Grant such other relief as the Commission finds just and reasonable.

Respectfully submitted,

Signature Nicole Lynn Trout

Date 11-19-2026

Nicole Lynn Trout, pro se
6261 Highway K
Troy, Missouri 63379
636-388-3753
nicoletrout02@gmail.com

Exhibits: Exhibit A: Ameren Missouri Statements on Ownership of the Millcreek BESS Site, with Attachments A-3 and A-4; Exhibit B: The Battery Supplier's Safety Testing Report, as Available to Lincoln County Residents

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on all parties of record in File No. EA-2026-0183, including Union Electric Company d/b/a Ameren Missouri, the Staff of the Commission, the Office of the Public Counsel, and Renew Missouri Advocates, through the Commission's Electronic Filing and Information System and by electronic mail to amerenmoservice@ameren.com, jgrubbs@ameren.com, lowery@jbllawllc.com, staffcounselservice@psc.mo.gov, paul.graham@psc.mo.gov, opcservice@opc.mo.gov, lindsay.vangerpen@opc.mo.gov, and nicole@renewmo.org on November 19, 2026.

Signature Nicole Lynn Trout

Printed name Nicole Lynn Trout

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"

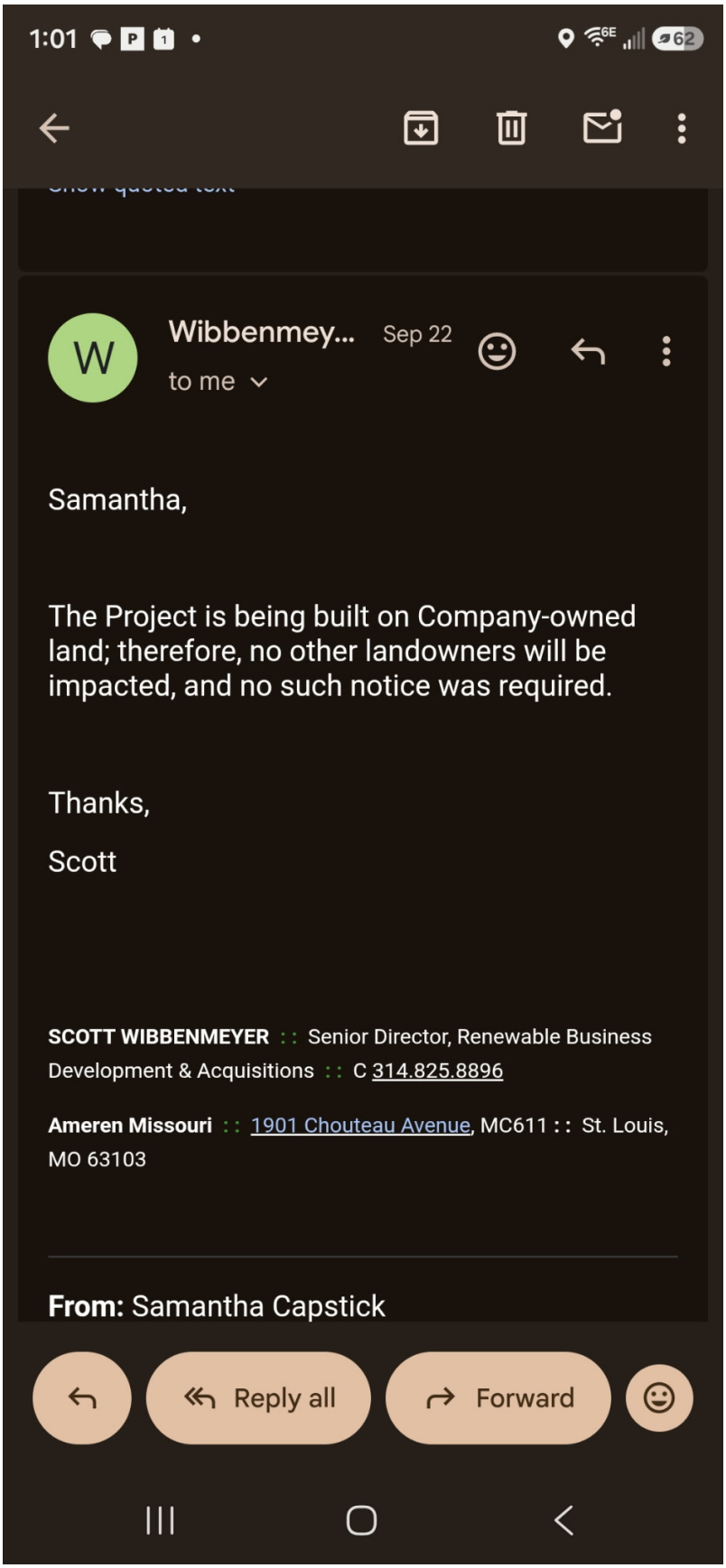
Lincoln County land records show no deed to Ameren Missouri or Union Electric Company for the Millcreek site. The Memorandum of Purchase Agreement for the parent parcel (Tax ID 04-70-26-000-000-001.000), recorded September 9, 2024 as Instrument No. 2024006874, Book 2503, Page 477 (Attachment A-4), states 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 Silex, MO 63377**
GRANTEE:	**UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**
GRANTEE'S MAILING ADDRESS:	**Ameren Missouri Real Estate Department P.O. Box 66149, MC 700 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

HIGHLY CONFIDENTIAL

Battery Supplier Safety Testing Report
Millcreek BESS Project



Exhibit B: The Battery Supplier's Safety Testing Report, as Available to Lincoln County Residents