

Aviso de Derechos para emisoras del

FECHA: 06/10/2026



BOLSA MEXICANA DE VALORES, S.A.B DE C.V, INFORMA:

FOLIO DE REFERENCIA DEL EVENTO CORPORATIVO	295984
FOLIO DE REFERENCIA INDEVAL	947538C003
TIPO DE MENSAJE	Replace
COMPLETO / INCOMPLETO	COMPLETE
CONFIRMADO / NO CONFIRMADO	CONFIRMED

CLAVE DE COTIZACIÓN	ACA
RAZÓN SOCIAL	ARCOSA, INC.
SERIE	*
ISIN	US0396531008
MERCADO PRINCIPAL	NEW YORK STOCK EXCHANGE

TIPO DE EVENTO	MERGER
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MANDATORIO / OPCIONAL / VOLUNTARIO	Mandatory
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OPCIÓN	1
TIPO	Cash
DEFAULT	true

TRANSACCIÓN	Cash Movement
CREDIT / DEBIT	Credit

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TRANSACCIÓN	Securities Movement
CREDIT / DEBIT	Debit

VALORES A RECIBIR	US0396531008
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NOTAS DEL EVENTO CORPORATIVO

NOTA

08/09/2026

The stockholders approved the proposal to adopt and approve the Merger Agreement.
06/08/2026

A special meeting of stockholders of Arcosa, Inc., a Delaware corporation, will be held via live webcast on September 4, 2026, at 9:00 a.m. Central Time. We are holding the special meeting for the following purposes:

1. Adoption and Approval of the Merger Agreement. To consider and vote on a proposal to adopt and approve the Agreement and Plan of Merger, dated as of June 21, 2026, among the Company, CRH Americas, Inc., a Delaware corporation (Parent), and Neon Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (merger sub) (as it may be amended, supplemented, or otherwise modified in accordance with its terms, the merger agreement), pursuant to which merger sub will be merged with and into the Company (the merger), with the Company surviving the merger as a wholly owned subsidiary of Parent.

At the effective time, each share of Company common stock issued and outstanding immediately prior to the effective time (other than Company restricted stock awards, cancelled shares and dissenting shares (each as defined below)) will be converted into the right to receive USD 150.00 in cash, without interest, less any applicable withholding taxes. At the effective time, all such shares of Company common stock will cease to be outstanding, will be automatically cancelled and will cease to exist, and each applicable holder of such shares of Company common stock will thereafter only have the right to receive the merger consideration therefor upon the surrender of such shares.

Appraisal Rights

Under Section 262 of the DGCL, a stockholder will be entitled to dissent and to seek appraisal for its shares of Company common stock only if certain criteria are satisfied.

Edgar 8K June 22, 2026

On June 21, 2026, Arcosa, Inc., a Delaware corporation, entered into an Agreement and Plan of Merger by and among the Company, CRH Americas, Inc., a Delaware corporation, and Neon Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent. Pursuant to the Merger Agreement, and subject to the terms and conditions set forth therein, Merger Sub will merge with and into the Company, with the Company surviving the Merger as a wholly owned subsidiary of Parent. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Merger Agreement, which is attached hereto as Exhibit 2.1.

Merger Consideration

On the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Merger, each share of Company common stock, par value USD0.01 per share, issued and outstanding immediately prior to the Effective Time (other than any Company Restricted Stock Awards, Cancelled Shares and any Dissenting Shares) will be automatically converted into the right to receive USD150.00 in cash, without interest and subject to applicable withholding taxes. Pursuant to the Merger Agreement, at the Effective Time, each Company restricted stock unit award covering shares of Common Stock and each share of restricted Common Stock, in each case granted prior to the date of the Merger Agreement and outstanding as of the date of the Merger Agreement, will become vested and be settled in cash, without interest, in an amount equal to the Merger Consideration multiplied by the number of shares of Common Stock underlying such Company Equity Award, plus the amount of any accrued but unpaid dividend equivalents with respect to such Company Equity Award, in each case less applicable withholding taxes. With respect to any Company Equity Award that vests based on achievement of pre-established performance criteria, the number of shares of Common Stock subject to such award will be determined with performance levels deemed achieved at the greater of (x) 100 percent of target and (y) actual performance achieved prior to the Effective Time, as determined by the Company's Board of Directors. Any Company equity awards granted following the date of the Merger Agreement will be treated in accordance with the Merger Agreement.

Termination and Termination Fees

The Merger Agreement contains certain termination rights for both the Company and Parent, including the right of either party to terminate the Merger Agreement if: (i) the Merger is not completed by June 21, 2027, provided that the Outside Date will be automatically extended by up to six months if, as of the Outside Date, certain conditions to closing relating to antitrust or other regulatory clearances (including expiration or termination of the applicable waiting period under the HSR Act and receipt of the

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required approvals in the Required Jurisdictions) have not been satisfied or waived, but all of the other closing conditions have been satisfied or waived, in each case as and to the extent set forth in the Merger Agreement; provided that the right to terminate on the Outside Date will not be available to any party whose action or failure to fulfill any obligation under the Merger Agreement has been a proximate cause of the failure of the Merger to be consummated by the Outside Date and constitutes a material breach of the Merger Agreement; (ii) a Governmental Entity of competent jurisdiction has issued a final, non-appealable order, injunction, decree or ruling permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger; or (iii) the Company Stockholder Approval is not obtained prior to the conclusion of the Company's stockholders' meeting relating thereto.

The Merger Agreement may be terminated by mutual written consent of Parent and the Company.

Parent can terminate the Merger Agreement if: (i) (1) neither Parent nor Merger Sub is then in material breach of the Merger Agreement and (2) the Company breaches any of its representations or warranties (or such representations or warranties shall have become untrue or inaccurate) or fails to perform under any covenants or agreements set forth in the Merger Agreement, which breach, violation, inaccuracy or failure to perform (a) would result in the failure of certain conditions to closing and (b) is incapable of being cured by the Outside Date, or if capable, is not cured by the Company before the earlier of (x) the business day immediately prior to the Outside Date and (y) the 30th calendar day following receipt by the Company of notice from Parent of such breach, violation, inaccuracy or failure to perform; or (ii) prior to receipt of the Company Stockholder Approval, the Board makes a Change of Recommendation.