UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2019

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission File Number: 001-36473

Trinseo S.A.
(Exact name of registrant as specified in its charter)

Luxembourg	**N/A**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

1000 Chesterbrook Boulevard
Suite 300
Berwyn , PA 19312
(Address of Principal Executive Offices)

(610) 240-3200
(Registrant's telephone number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐		
Non-accelerated filer	☐	Smaller reporting company	☐	Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading symbol	Name of Exchange on which registered
Ordinary Shares, par value $0.01 per share	**TSE**	**New York Stock Exchange**

As of August 5, 2019, there were 40,200,697 of the registrant's ordinary shares outstanding.

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Trinseo S.A.
Quarterly Report on Form 10-Q
For the quarterly period ended June 30, 2019

Unless otherwise indicated or required by context, as used in this Quarterly Report on Form 10-Q ("Quarterly Report"), the term "Trinseo" refers to Trinseo S.A. (NYSE: TSE), a public limited liability company (société anonyme) existing under the laws of Luxembourg, and not its subsidiaries. The terms "Company," "we," "us" and "our" refer to Trinseo and its consolidated subsidiaries, taken as a consolidated entity. All financial data provided in this Quarterly Report is the financial data of the Company, unless otherwise indicated. Prior to the formation of the Company, our business was wholly owned by The Dow Chemical Company (together with other affiliates, "Dow").

Definitions of capitalized terms not defined herein appear within our Annual Report on Form 10-K for the year ended December 31, 2018 ("Annual Report") filed with the Securities and Exchange Commission ("SEC") on February 28, 2019. The Company may distribute cash to shareholders under Luxembourg law via repayments of equity or an allocation of statutory profits. Since the Company began paying dividends, all distributions have been considered repayments of equity under Luxembourg law.

Cautionary Note on Forward-Looking Statements

This Quarterly Report contains forward-looking statements including, without limitation, statements concerning plans, objectives, goals, projections, strategies, future events or performance, and underlying assumptions and other statements, which are not statements of historical facts. Forward-looking statements may be identified by the use of words like "expect," "anticipate," "intend," "forecast," "estimate," "see," "outlook," "will," "may," "might," "potential," "likely," "target," "plan," "contemplate," "seek," "attempt," "should," "could," "would" or expressions of similar meaning. Forward-looking statements reflect management's evaluation of information currently available and are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Specific factors that may impact performance or other predictions of future actions have, in many but not all cases, been identified in connection with specific forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in our Annual Report filed with the SEC on February 28, 2019 under Part I, Item IA— "Risk Factors," and elsewhere within this Quarterly Report.

As a result of these or other factors, our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees or assurances of future performance. Therefore, we caution you against relying on these forward-looking statements. The forward-looking statements included in this Quarterly Report are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

Available Information

Our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, are available free of charge through the Investor Relations section of our website, www.trinseo.com , as soon as reasonably practicable after the reports are electronically filed or furnished with the SEC. We provide this website and information contained in or connected to it for informational purposes only. That information is not a part of this Quarterly Report.

PART I —FINANCIAL INFORMATIO N

Item 1. Financial Statements

TRINSEO S.A.

Condensed Consolidated Balance Sheet s
(In millions, except per share data)
(Unaudited)

	June 30, 2019	December 31, 2018
Assets		
Current assets		
Cash and cash equivalents	$ 534.9	$ 452.3
Accounts receivable, net of allowance for doubtful accounts (June 30, 2019: $5.1; December 31, 2018: $6.1)	619.8	648.1
Inventories	458.5	510.4
Other current assets	25.3	20.5
Total current assets	1,638.5	1,631.3
Investments in unconsolidated affiliates	199.1	179.1
Property, plant and equipment, net of accumulated depreciation (June 30, 2019: $632.7; December 31, 2018: $590.6)	574.3	592.1
Other assets		
Goodwill	68.7	69.0
Other intangible assets, net	185.2	191.1
Right-of-use assets - operating	70.8	—
Deferred income tax assets	29.3	26.7
Deferred charges and other assets	38.3	37.5
Total other assets	392.3	324.3
Total assets	$ 2,804.2	$ 2,726.8
Liabilities and shareholders' equity		
Current liabilities		
Short-term borrowings and current portion of long-term debt	$ 8.7	$ 7.0
Accounts payable	394.9	354.2
Current lease liabilities - operating	15.5	—
Income taxes payable	4.5	16.0
Accrued expenses and other current liabilities	155.5	159.8
Total current liabilities	579.1	537.0
Noncurrent liabilities		
Long-term debt, net of unamortized deferred financing fees	1,160.5	1,160.8
Noncurrent lease liabilities - operating	55.6	—
Deferred income tax liabilities	49.2	45.4
Other noncurrent obligations	214.7	214.9
Total noncurrent liabilities	1,480.0	1,421.1
Commitments and contingencies (Note 11)		
Shareholders' equity		
Ordinary shares, $0.01 nominal value, 50,000.0 shares authorized (June 30, 2019: 48.8 shares issued and 40.6 shares outstanding; December 31, 2018: 48.8 shares issued and 41.6 shares outstanding)	0.5	0.5
Additional paid-in-capital	571.2	575.4
Treasury shares, at cost (June 30, 2019: 8.2 shares; December 31, 2018: 7.2 shares)	(465.1)	(418.1)
Retained earnings	784.1	753.2
Accumulated other comprehensive loss	(145.6)	(142.3)
Total shareholders' equity	745.1	768.7
Total liabilities and shareholders' equity	$ 2,804.2	$ 2,726.8

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Condensed Consolidated Statements of Operation s
(In millions, except per share data)
(Unaudited)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2019		2018		2019		2018	
Net sales	$	951.8	$	1,236.6	$	1,964.9	$	2,358.1
Cost of sales		865.6		1,073.9		1,781.2		2,020.2
Gross profit		86.2		162.7		183.7		337.9
Selling, general and administrative expenses		71.4		61.7		140.3		126.1
Equity in earnings of unconsolidated affiliates		40.3		33.2		72.5		78.8
Operating income		55.1		134.2		115.9		290.6
Interest expense, net		9.9		10.8		20.1		25.7
Loss on extinguishment of long-term debt		—		0.2		—		0.2
Other expense, net		1.5		4.5		5.5		0.8
Income before income taxes		43.7		118.7		90.3		263.9
Provision for income taxes		15.7		20.4		26.5		45.3
Net income	$	28.0	$	98.3	$	63.8	$	218.6
Weighted average shares- basic		40.8		43.1		41.0		43.3
Net income per share- basic	$	0.69	$	2.28	$	1.56	$	5.05
Weighted average shares- diluted		41.1		43.8		41.5		44.2
Net income per share- diluted	$	0.68	$	2.24	$	1.54	$	4.95

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Condensed Consolidated Statements of Comprehensive Income (Loss)
(In millions)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	**2018**	**2019**	**2018**
Net income	$ 28.0	$ 98.3	$ 63.8	$ 218.6
Other comprehensive income (loss), net of tax:				
Cumulative translation adjustments	3.0	(16.1)	2.7	(18.2)
Net gain (loss) on cash flow hedges	(5.4)	11.9	(5.3)	14.7
Pension and other postretirement benefit plans:				
Net loss arising during period (net of tax of: $0.0, $0.0, $0.2, and $0.0)	—	—	(2.0)	—
Amounts reclassified from accumulated other comprehensive income	0.3	0.6	1.3	1.2
Total other comprehensive loss, net of tax	(2.1)	(3.6)	(3.3)	(2.3)
Comprehensive income	$ 25.9	$ 94.7	$ 60.5	$ 216.3

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Condensed Consolidated Statements of Shareholders’ Equit y
(In millions, except per share data)
(Unaudited)

	Shares		Shareholders' Equity					
	Ordinary Shares Outstanding	Treasury Shares	Ordinary Shares	Additional Paid-In Capital	Treasury Shares	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
Balance at December 31, 2018	41.6	7.2	$ 0.5	$ 575.4	$ (418.1)	$ (142.3)	$ 753.2	$ 768.7
Net income	—	—	—	—	—	—	35.8	35.8
Other comprehensive loss	—	—	—	—	—	(1.2)	—	(1.2)
Share-based compensation activity	0.1	(0.1)	—	(6.6)	7.0	—	—	0.4
Purchase of treasury shares	(0.7)	0.7	—	—	(34.0)	—	—	(34.0)
Dividends on ordinary shares ($0.40 per share)	—	—	—	—	—	—	(16.6)	(16.6)
Balance at March 31, 2019	41.0	7.8	$ 0.5	$ 568.8	$ (445.1)	$ (143.5)	$ 772.4	$ 753.1
Net income	—	—	—	—	—	—	28.0	28.0
Other comprehensive income	—	—	—	—	—	(2.1)	—	(2.1)
Share-based compensation activity	0.1	(0.1)	—	2.4	1.7	—	—	4.1
Purchase of treasury shares	(0.5)	0.5	—	—	(21.7)	—	—	(21.7)
Dividends on ordinary shares ($0.40 per share)	—	—	—	—	—	—	(16.3)	(16.3)
Balance at June 30, 2019	40.6	8.2	$ 0.5	$ 571.2	$ (465.1)	$ (145.6)	$ 784.1	$ 745.1

	Shares		Shareholders' Equity					
	Ordinary Shares Outstanding	Treasury Shares	Ordinary Shares	Additional Paid-In Capital	Treasury Shares	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
Balance at December 31, 2017	43.4	5.4	$ 0.5	$ 578.8	$ (286.8)	$ (145.6)	$ 527.9	$ 674.8
Net income	—	—	—	—	—	—	120.3	120.3
Other comprehensive income	—	—	—	—	—	1.3	—	1.3
Share-based compensation activity	0.3	(0.3)	—	(12.2)	11.5	—	—	(0.7)
Purchase of treasury shares	(0.3)	0.3	—	—	(24.2)	—	—	(24.2)
Dividends on ordinary shares ($0.36 per share)	—	—	—	—	—	—	(15.8)	(15.8)
Balance at March 31, 2018	43.4	5.4	$ 0.5	$ 566.6	$ (299.5)	$ (144.3)	$ 632.4	$ 755.7
Net income	—	—	—	—	—	—	98.3	98.3
Other comprehensive loss	—	—	—	—	—	(3.6)	—	(3.6)
Share-based compensation activity	0.1	(0.1)	—	2.5	1.2	—	—	3.7
Purchase of treasury shares	(0.5)	0.5	—	—	(35.0)	—	—	(35.0)
Dividends on ordinary shares ($0.36 per share)	—	—	—	—	—	—	(17.3)	(17.3)
Balance at June 30, 2018	43.0	5.8	$ 0.5	$ 569.1	$ (333.3)	$ (147.9)	$ 713.4	$ 801.8

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Condensed Consolidated Statements of Cash Flow s
(In millions)
(Unaudited)

	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Cash flows from operating activities		
Net income	$ 63.8	$ 218.6
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	68.7	64.3
Amortization of deferred financing fees, issuance discount, and excluded component of hedging instruments	(0.2)	0.9
Deferred income tax	0.3	0.4
Share-based compensation expense	7.7	8.9
Earnings of unconsolidated affiliates, net of dividends	(20.0)	(11.3)
Unrealized net (gain) loss on foreign exchange forward contracts	5.5	(7.7)
Loss on extinguishment of long-term debt	—	0.2
Gain on sale of businesses and other assets	(0.2)	(0.5)
Impairment charges	—	0.4
Pension curtailment and settlement loss	0.7	—
Changes in assets and liabilities		
Accounts receivable	24.1	(83.0)
Inventories	50.7	(31.0)
Accounts payable and other current liabilities	45.1	31.8
Income taxes payable	(11.2)	(20.2)
Other assets, net	1.0	(3.7)
Other liabilities, net	(2.0)	14.3
Cash provided by operating activities	234.0	182.4
Cash flows from investing activities		
Capital expenditures	(47.6)	(59.5)
Proceeds from capital expenditures subsidy	—	1.0
Proceeds from the sale of businesses and other assets	0.7	1.8
Cash used in investing activities	(46.9)	(56.7)
Cash flows from financing activities		
Deferred financing fees	—	(0.6)
Short-term borrowings, net	(2.3)	(0.1)
Purchase of treasury shares	(59.1)	(60.5)
Dividends paid	(33.8)	(31.8)
Proceeds from exercise of option awards	0.8	2.3
Withholding taxes paid on restricted share units	(4.0)	(8.3)
Net proceeds from issuance of 2024 Term Loan B	—	696.5
Repayments of 2024 Term Loan B	(3.5)	(700.0)
Cash used in financing activities	(101.9)	(102.5)
Effect of exchange rates on cash	(1.6)	(4.6)
Net change in cash, cash equivalents, and restricted cash	83.6	18.6
Cash, cash equivalents, and restricted cash—beginning of period	452.3	432.8
Cash, cash equivalents, and restricted cash—end of period	$ 535.9	$ 451.4
Less: Restricted cash, included in "Other current assets"	(1.0)	—
Cash and cash equivalents—end of period	$ 534.9	$ 451.4

The accompanying notes are an integral part of these condensed consolidated financial statements.

TRINSEO S.A.

Notes to Condensed Consolidated Financial Statement s
(Dollars in millions, unless otherwise stated)
(Unaudited)

NOTE 1—BASIS OF PRESENTATION

The unaudited interim condensed consolidated financial statements of Trinseo S.A. and its subsidiaries (the "Company") as of and for the periods ended June 30, 2019 and 2018 were prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and reflect all adjustments, consisting only of normal recurring adjustments, which, in the opinion of management, are considered necessary for the fair statement of the results for the periods presented. Because they cover interim periods, the statements and related notes to the financial statements do not include all disclosures normally provided in annual financial statements, and therefore, these statements should be read in conjunction with the 2018 audited consolidated financial statements included within the Company's Annual Report on Form 10-K ("Annual Report") filed with the Securities and Exchange Commission ("SEC") on February 28, 2019.

The December 31, 2018 condensed consolidated balance sheet data presented herein was derived from the Company's December 31, 2018 audited consolidated financial statements, but does not include all disclosures required by GAAP for annual periods. The presentation of prior year amounts in the condensed consolidated statements of shareholders' equity have been updated to conform to the current year presentation.

NOTE 2—RECENT ACCOUNTING GUIDANCE

In February 2016, the FASB issued guidance related to leases that outlines a comprehensive lease accounting model and supersedes prior lease guidance. The new guidance requires lessees to recognize on the consolidated balance sheets lease liabilities and corresponding right-of-use ("ROU") assets for all leases with terms of greater than 12 months. It also changes the definition of a lease and expands the disclosure requirements of lease arrangements. The new guidance must be adopted using a modified retrospective transition, applying the new standard to all leases existing at the date of initial application. The Company adopted the standard effective January 1, 2019, and as a result, the Company recorded ROU assets and lease liabilities of $73.0 million and $72.4 million, respectively, on the condensed consolidated balance sheet as of January 1, 2019. The Company's adoption of this standard did not result in a cumulative effect adjustment being recorded to opening retained earnings as of January 1, 2019 and did not have a material impact on the Company's condensed consolidated statements of operations or cash flows. Refer to Note 18 for new disclosure requirements in effect as a result of this adoption.

In August 2018, the FASB issued guidance which modifies the disclosure requirements for employers that sponsor defined benefit pension plans or other postretirement plans. This amendment is effective for public companies for fiscal years ending after December 15, 2020. Early adoption is permitted, and the provisions of the amendment should be applied on a retrospective basis to all periods presented. The Company does not anticipate that adoption of the new guidance will have a material impact on its consolidated financial statements.

In August 2018, the FASB issued guidance which aligns the requirements for capitalizing implementation costs incurred in a cloud computing hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This standard update is effective for public companies for interim and annual periods beginning after December 15, 2019, with early adoption permitted. The Company will adopt the new guidance prospectively to eligible costs incurred on or after the date first applied. The Company does not anticipate that adoption of this guidance will have a material impact on its consolidated financial statements, barring significant future cloud computing transactions.

NOTE 3—NET SALES

Sales are recognized at a point when control of the promised goods or services is transferred to the customer in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services, and when the Company's related performance obligation is satisfied under the terms of the contract. Standard terms of delivery are included in contracts of sale, order confirmation documents, and invoices. Sales and other taxes that the

Company collects concurrent with sales-producing activities are excluded from “Net sales” and included as a component of “Cost of sales” in the condensed consolidated statements of operations. Additionally, freight and any directly related costs of transporting finished products to customers are accounted for as fulfilment costs and are also included within “Cost of sales.” The amount of net sales recognized varies with changes in returns, rebates, cash sales incentives, and other allowances offered to customers based on the Company's experience.

The following table provides disclosure of net sales to external customers by primary geographical market (based on the location where sales originated), by segment for the three and six months ended June 30, 2019 and 2018:

Three Months Ended	Latex Binders	Synthetic Rubber	Performance Plastics	Polystyrene	Feedstocks	Total
June 30, 2019						
United States	$ 67.2	$ —	$ 78.4	$ —	$ 2.4	$ 148.0
Europe	99.2	112.1	187.3	115.9	33.2	547.7
Asia-Pacific	60.8	—	59.7	91.2	19.3	231.0
Rest of World	3.0	—	22.1	—	—	25.1
Total	$ 230.2	$ 112.1	$ 347.5	$ 207.1	$ 54.9	$ 951.8
June 30, 2018						
United States	$ 74.8	$ —	$ 82.7	$ —	$ 2.9	$ 160.4
Europe	119.1	155.3	245.2	164.6	55.3	739.5
Asia-Pacific	82.6	—	60.9	121.0	43.9	308.4
Rest of World	4.3	—	24.0	—	—	28.3
Total	$ 280.8	$ 155.3	$ 412.8	$ 285.6	$ 102.1	$ 1,236.6

Six Months Ended	Latex Binders	Synthetic Rubber	Performance Plastics	Polystyrene	Feedstocks	Total
June 30, 2019						
United States	$ 130.5	$ —	$ 160.2	$ —	$ 5.1	$ 295.8
Europe	200.6	236.7	400.7	254.1	73.6	1,165.7
Asia-Pacific	117.3	—	111.2	181.5	43.0	453.0
Rest of World	5.7	—	44.7	—	—	50.4
Total	$ 454.1	$ 236.7	$ 716.8	$ 435.6	$ 121.7	$ 1,964.9
June 30, 2018						
United States	$ 139.1	$ —	$ 166.8	$ 0.2	$ 6.6	$ 312.7
Europe	232.6	304.5	494.3	312.6	113.3	1,457.3
Asia-Pacific	156.8	—	108.2	212.4	56.8	534.2
Rest of World	7.6	—	46.3	—	—	53.9
Total	$ 536.1	$ 304.5	$ 815.6	$ 525.2	$ 176.7	$ 2,358.1

NOTE 4—INVESTMENTS IN UNCONSOLIDATED AFFILIATES

The Company's investments held in unconsolidated affiliates are accounted for by the equity method. The Company is currently supplemented by one joint venture, Americas Styrenics LLC ("Americas Styrenics," a styrene and polystyrene joint venture with Chevron Phillips Chemical Company LP). The results of Americas Styrenics are included within its own reporting segment.

Americas Styrenics is a privately held company; therefore, a quoted market price for its equity interests are not available. The summarized financial information of the Company's unconsolidated affiliate is shown below.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Sales	$ 418.4	$ 481.5	$ 787.6	$ 968.1
Gross profit	$ 85.9	$ 73.0	$ 140.1	$ 168.2
Net income	$ 72.8	$ 58.7	$ 115.7	$ 144.4

Americas Styrenics

As of June 30, 2019 and December 31, 2018, the Company's investment in Americas Styrenics was $199.1 million and $179.1 million, respectively, which was $18.9 million and $46.4 million less than the Company's 50% share of the underlying net assets of Americas Styrenics, respectively. This amount represents the difference between the book value of assets contributed to the joint venture at the time of formation (May 1, 2008) and the Company's 50% share of the total recorded value of the joint venture's assets and certain adjustments to conform with the Company's accounting policies. This difference is being amortized over the weighted average remaining useful life of the contributed assets of approximately 1.7 years as of June 30, 2019. The Company received dividends from Americas Styrenics of $40.0 million and $52.5 million during the three and six months ended June 30, 2019, respectively, compared to $37.5 million and $67.5 million during the three and six months ended June 30, 2018, respectively.

NOTE 5—INVENTORIES

Inventories consisted of the following:

	June 30, 2019	December 31, 2018
Finished goods	$ 223.7	$ 269.8
Raw materials and semi-finished goods	199.7	205.8
Supplies	35.1	34.8
Total	$ 458.5	$ 510.4

NOTE 6—DEBT

Refer to the Annual Report for definitions of capitalized terms not included herein and further background on the Company's debt structure discussed below. The Company was in compliance with all debt related covenants as of June 30, 2019 and December 31, 2018.

As of June 30, 2019 and December 31, 2018, debt consisted of the following:

			June 30, 2019			December 31, 2018		
	Interest Rate as of June 30, 2019	Maturity Date	Carrying Amount	Unamortized Deferred Financing Fees (1)	Total Debt, Less Unamortized Deferred Financing Fees	Carrying Amount	Unamortized Deferred Financing Fees (1)	Total Debt, Less Unamortized Deferred Financing Fees
Senior Credit Facility								
2024 Term Loan B	4.402%	September 2024	$ 687.8	$ (14.9)	$ 672.9	$ 691.3	$ (16.2)	$ 675.1
2022 Revolving Facility (2)	Various	September 2022	—	—	—	—	—	—
2025 Senior Notes	5.375%	September 2025	500.0	(7.8)	492.2	500.0	(8.4)	491.6
Accounts Receivable Securitization Facility (3)	Various	September 2021	—	—	—	—	—	—
Other indebtedness	Various	Various	4.1	—	4.1	1.1	—	1.1
Total debt			$ 1,191.9	$ (22.7)	$ 1,169.2	$ 1,192.4	$ (24.6)	$ 1,167.8
Less: current portion (4)					(8.7)			(7.0)
Total long-term debt, net of unamortized deferred financing fees					$ 1,160.5			$ 1,160.8

(1) This caption does not include deferred financing fees related to the Company's revolving facilities, which are included within "Deferred charges and other assets" on the condensed consolidated balance sheets.

(2) Under the 2022 Revolving Facility, the Company had a capacity of $375.0 million and funds available for borrowing of $360.9 million (net of $14.1 million outstanding letters of credit) as of June 30, 2019. Additionally, the Company is required to pay a quarterly commitment fee in respect of any unused commitments under this facility equal to 0.375% per annum.

(3) This facility had a borrowing capacity of $150.0 million as of June 30, 2019. Additionally, as of June 30, 2019, the Company had approximately $134.2 million of accounts receivable available to support this facility, based on the pool of eligible accounts receivable. In regard to outstanding borrowings, fixed interest charges are 1.95% plus variable commercial paper rates, while for available, but undrawn commitments, fixed interest charges are 1.00%

(4) As of June 30, 2019 and December 31, 2018, the current portion of long-term debt primarily related to $7.0 million of the scheduled future principal payments on the 2024 Term Loan B.

NOTE 7—GOODWILL

The following table shows changes in the carrying amount of goodwill, by segment, from December 31, 2018 to June 30, 2019:

	Latex Binders	Synthetic Rubber	Performance Plastics	Polystyrene	Feedstocks	Americas Styrenics	Total
Balance at December 31, 2018	$ 15.9	$ 11.3	$ 37.3	$ 4.5	$ —	$ —	$ 69.0
Foreign currency impact	(0.1)	(0.1)	(0.1)	—	—	—	(0.3)
Balance at June 30, 2019	$ 15.8	$ 11.2	$ 37.2	$ 4.5	$ —	$ —	$ 68.7

NOTE 8—DERIVATIVE INSTRUMENTS

The Company's ongoing business operations expose it to various risks, including fluctuating foreign exchange rates and interest rate risk. To manage these risks, the Company periodically enters into derivative financial instruments, such as foreign exchange forward contracts and interest rate swap agreements. The Company does not hold or enter into financial instruments for trading or speculative purposes. All derivatives are recorded on the condensed consolidated balance sheets at fair value.

Foreign Exchange Forward Contracts

Certain subsidiaries have assets and liabilities denominated in currencies other than their respective functional currencies, which creates foreign exchange risk. The Company's principal strategy in managing its exposure to changes in foreign currency exchange rates is to naturally hedge the foreign currency-denominated liabilities on its balance sheet against corresponding assets of the same currency, such that any changes in liabilities due to fluctuations in exchange rates are offset by changes in their corresponding foreign currency assets. In order to further reduce this exposure, the Company also uses foreign exchange forward contracts to economically hedge the impact of the variability in exchange rates on assets and liabilities denominated in certain foreign currencies. These derivative contracts are not designated for hedge accounting treatment.

As of June 30, 2019, the Company had open foreign exchange forward contracts with a notional U.S. dollar equivalent absolute value of $403.8 million. The following table displays the notional amounts of the most significant net foreign exchange hedge positions outstanding as of June 30, 2019:

Buy / (Sell)	June 30, 2019
Euro	$ (262.4)
Chinese Yuan	$ (42.4)
Swiss Franc	$ 33.4
Mexican Peso	$ (15.2)
Indonesian Rupiah	$ (13.8)

Open foreign exchange forward contracts as of June 30, 2019 had maturities occurring over a period of two months.

Foreign Exchange Cash Flow Hedges

The Company also enters into forward contracts with the objective of managing the currency risk associated with forecasted U.S. dollar-denominated raw materials purchases by one of its subsidiaries whose functional currency is the euro. By entering into these forward contracts, which are designated as cash flow hedges, the Company buys a designated amount of U.S. dollars and sells euros at the prevailing market rate to mitigate the risk associated with the fluctuations in the euro-to-U.S. dollar foreign currency exchange rates. The qualifying hedge contracts are marked-to-market at each reporting date and any unrealized gains or losses are included in Accumulated Other Comprehensive Income ("AOCI") to the extent effective, and reclassified to cost of sales in the period during which the transaction affects earnings or it becomes probable that the forecasted transaction will not occur.

Open foreign exchange cash flow hedges as of June 30, 2019 had maturities occurring over a period of six months, and had a net notional U.S. dollar equivalent of $71.4 million.

Interest Rate Swaps

On September 6, 2017, the Company issued the 2024 Term Loan B, which currently bears an interest rate of the London Interbank Offered Rate ("LIBOR") plus 2.00%, subject to a 0.00% LIBOR floor. In order to reduce the variability in interest payments associated with the Company's variable rate debt, during 2017 the Company entered into certain interest rate swap agreements to convert a portion of these variable rate borrowings into a fixed rate obligation. These interest rate swap agreements are designated as cash flow hedges, and as such, the contracts are marked-to-market at each reporting date and any unrealized gains or losses are included in AOCI to the extent effective, and reclassified to interest expense in the period during which the transaction affects earnings or it becomes probable that the forecasted transaction will not occur.

As of June 30, 2019, the Company had open interest rate swap agreements with a net notional U.S. dollar equivalent of $200.0 million which had an effective date of September 29, 2017 and mature in September 2022. Under the terms of the swap agreements, the Company is required to pay the counterparties a stream of fixed interest payments at a rate of 1.81%, and in turn, receives variable interest payments based on 1-month LIBOR (2.40% as of June 30, 2019) from the counterparties.

Net Investment Hedge

On September 1, 2017, the Company entered into certain fixed-for-fixed cross currency swaps (“CCS”), swapping USD principal and interest payments on its 2025 Senior Notes for euro-denominated payments . Under the terms of the CCS, the Company has notionally exchanged $500.0 million at an interest rate of 5.375% for €420.0 million at a weighted average interest rate of 3.45% for approximately five years. On September 1, 2017, the Company designated the full notional amount of the CCS (€420.0 million) as a hedge of its net investment in certain European subsidiaries under the forward method, with all changes in the fair value of the CCS recorded as a component of AOCI, as the CCS were deemed to be highly effective hedges. A cumulative foreign currency translation loss of $38.0 million was recorded within AOCI related to the CCS through March 31, 2018.

Effective April 1, 2018, the Company elected as an accounting policy to re-designate the CCS as a net investment hedge (and any future similar hedges) under the spot method. As such, changes in the fair value of the CCS that are included in the assessment of effectiveness (changes due to spot foreign exchange rates) are recorded as cumulative foreign currency translation within OCI, and will remain in AOCI until either the sale or substantially complete liquidation of the subsidiary. As of June 30, 2019, no gains or losses have been reclassified from AOCI into income related to the sale or substantially complete liquidation of the relevant subsidiaries. As an additional accounting policy election applied to similar hedges under this new standard, the initial value of any component excluded from the assessment of effectiveness is recognized in income using a systematic and rational method over the life of the hedging instrument. Any difference between the change in the fair value of the excluded component and amounts recognized in income under that systematic and rational method is recognized in AOCI. Prior to April 1, 2018, no components were excluded from the assessment of effectiveness for any of the Company’s existing net investment hedges.

As of April 1, 2018, the initial excluded component value related to the CCS was $23.6 million, which the Company elected to amortize as a reduction of “Interest expense, net” in the condensed consolidated statements of operations using the straight-line method over the remaining term of the CCS. Additionally, the accrual of periodic USD and euro-denominated interest receipts and payments under the terms of the CCS are being recognized within “Interest expense, net” in the condensed consolidated statements of operations.

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Summary of Derivative Instruments

The following tables present the effect of the Company’s derivative instruments, including those not designated for hedge accounting treatment, on the condensed consolidated statements of operations for the three and six months ended June 30, 2019 and 2018:

	Location and Amount of Gain (Loss) Recognized in Statements of Operations for Derivative Instruments					
	Three Months Ended June 30, 2019			Three Months Ended June 30, 2018		
	Cost of sales	**Interest expense, net**	**Other expense, net**	**Cost of sales**	**Interest expense, net**	**Other expense, net**
Total amount of income and expense line items presented in the statements of operations in which the effects of derivative instruments are recorded	$ 865.6	$ 9.9	$ 1.5	$ 1,073.9	$ 10.8	$ 4.5
The effects of cash flow hedge instruments:						
Foreign exchange cash flow hedges						
Amount of gain (loss) reclassified from AOCI into income	$ 1.6	$ —	$ —	$ (2.6)	$ —	$ —
Interest rate swaps						
Amount of gain reclassified from AOCI into income	$ —	$ 0.3	$ —	$ —	$ 0.1	$ —
The effects of net investment hedge instruments:						
Cross currency swaps (CCS)						
Amount of gain excluded from effectiveness testing	$ —	$ 3.9	$ —	$ —	$ 3.9	$ —
The effects of derivatives not designated as hedge instruments:						
Foreign exchange forward contracts						
Amount of gain (loss) recognized in income	$ —	$ —	$ (2.4)	$ —	$ —	$ 14.1

	Location and Amount of Gain (Loss) Recognized in Statements of Operations					
	Six Months Ended June 30, 2019			Six Months Ended June 30, 2018		
	Cost of sales	Interest expense, net	Other expense, net	Cost of sales	Interest expense, net	Other expense, net
Total amount of (income) expense line items presented in the statements of operations in which the effects of derivative instruments are recorded	$ 1,781.2	$ 20.1	$ 5.5	$ 2,020.2	$ 25.7	$ 0.8
Effects of cash flow hedge instruments:						
Foreign exchange cash flow hedges						
Amount of gain (loss) reclassified from AOCI into income	$ 2.2	$ —	$ —	$ (6.3)	$ —	$ —
Interest rate swaps						
Amount of gain reclassified from AOCI into income	$ —	$ 0.7	$ —	$ —	$ —	$ —
Effects of net investment hedge instruments:						
Cross currency swaps (CCS)						
Amount of gain excluded from effectiveness testing	$ —	$ 7.9	$ —	$ —	$ 3.9	$ —
Effects of derivatives not designated as hedge instruments:						
Foreign exchange forward contracts						
Amount of gain recognized in income	$ —	$ —	$ 0.3	$ —	$ —	$ 8.8

The following table presents the effect of cash flow and net investment hedge accounting on AOCI for the three and six months ended June 30, 2019 and 2018:

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	Gain (Loss) Recognized in AOCI on Balance Sheet			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Designated as Cash Flow Hedges				
Foreign exchange cash flow hedges	$ (1.8)	$ 10.7	$ 0.5	$ 10.2
Interest rate swaps	(3.6)	1.2	(5.8)	4.5
Total	$ (5.4)	$ 11.9	$ (5.3)	$ 14.7
Designated as Net Investment Hedges				
Cross currency swaps (CCS)	$ (3.6)	$ 30.8	$ 7.9	$ 10.3
Total	$ (3.6)	$ 30.8	$ 7.9	$ 10.3

The Company recorded a loss of $2.4 million and a gain of $0.3 million during the three and six months ended June 30, 2019, respectively, and gains of $14.1 million and $8.8 million during the three and six months ended June 30, 2018, respectively, from settlements and changes in the fair value of outstanding forward contracts (not designated as hedges). The gains and losses from these forward contracts offset net foreign exchange transaction gains of $2.6 million and losses of $0.5 million during the three and six months ended June 30, 2019, respectively, and losses of $16.1 million and $5.7 million during the three and six months ended June 30, 2018, respectively, which resulted from the re-measurement of the Company's foreign currency denominated assets and liabilities. The cash settlements of these foreign exchange forward contracts are included within operating activities in the condensed consolidated statements of cash flows.

The Company expects to reclassify in the next twelve months an approximate $2.5 million net gain from AOCI into earnings related to the Company's outstanding foreign exchange cash flow hedges and interest rate swaps as of June 30, 2019 based on current foreign exchange rates.

The following tables summarize the gross and net unrealized gains and losses, as well as the balance sheet classification, of outstanding derivatives recorded in the condensed consolidated balance sheets:

Balance Sheet Classification	June 30, 2019 Foreign Exchange Forward Contracts	Foreign Exchange Cash Flow Hedges	Interest Rate Swaps	Cross Currency Swaps	Total
Asset Derivatives:					
Accounts receivable, net of allowance	$ 0.9	$ 2.4	$ 0.1	$ 8.3	$ 11.7
Deferred charges and other assets	—	—		6.8	6.8
Gross derivative asset position	0.9	2.4	0.1	15.1	18.5
Less: Counterparty netting	(0.9)	—	—	—	(0.9)
Net derivative asset position	$ —	$ 2.4	$ 0.1	$ 15.1	$ 17.6
Liability Derivatives:					
Accounts payable	$ (7.9)	$ —	$ —	$ —	$ (7.9)
Other noncurrent obligations	—	—	(1.2)	—	(1.2)
Gross derivative liability position	(7.9)	—	(1.2)	—	(9.1)
Less: Counterparty netting	0.8	—	—	—	0.8
Net derivative liability position	$ (7.1)	$ —	$ (1.2)	$ —	$ (8.3)
Total net derivative position	**$ (7.1)**	**$ 2.4**	**$ (1.1)**	**$ 15.1**	**$ 9.3**

Balance Sheet Classification	December 31, 2018 Foreign Exchange Forward Contracts	Foreign Exchange Cash Flow Hedges	Interest Rate Swaps	Cross Currency Swaps	Total
Asset Derivatives:					
Accounts receivable, net of allowance	$ 0.6	$ 1.9	$ 1.5	$ 8.1	$ 12.1
Deferred charges and other assets	—	—	3.2	—	3.2
Gross derivative asset position	0.6	1.9	4.7	8.1	15.3
Less: Counterparty netting	(0.5)	—	—	—	(0.5)
Net derivative asset position	$ 0.1	$ 1.9	$ 4.7	$ 8.1	$ 14.8
Liability Derivatives:					
Accounts payable	$ (2.1)	$ —	$ —	$ —	$ (2.1)
Other noncurrent obligations	—	—	—	(3.4)	(3.4)
Gross derivative liability position	(2.1)	—	—	(3.4)	(5.5)
Less: Counterparty netting	0.5	—	—	—	0.5
Net derivative liability position	$ (1.6)	$ —	$ —	$ (3.4)	$ (5.0)
Total net derivative position	**$ (1.5)**	**$ 1.9**	**$ 4.7**	**$ 4.7**	**$ 9.8**

Forward contracts, interest rate swaps, and cross currency swaps are entered into with a limited number of counterparties, each of which allows for net settlement of all contracts through a single payment in a single currency in the event of a default on or termination of any one contract. As such, in accordance with the Company’s accounting policy, these derivative instruments are recorded on a net basis by counterparty within the condensed consolidated balance sheets.

Refer to Notes 9 and 16 of the condensed consolidated financial statements for further information regarding the fair value of the Company’s derivative instruments and the related changes in AOCI.

NOTE 9—FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date.

Level 1—Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3—Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

The following table summarizes the basis used to measure certain assets and liabilities at fair value on a recurring basis in the condensed consolidated balance sheets as of June 30, 2019 and December 31, 2018:

	June 30, 2019			
Assets (Liabilities) at Fair Value	**Quoted Prices in Active Markets for Identical Items (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**	**Total**
Foreign exchange forward contracts—(Liabilities)	—	(7.1)	—	(7.1)
Foreign exchange cash flow hedges—Assets	—	2.4	—	2.4
Interest rate swaps—Assets	—	0.1	—	0.1
Interest rate swaps—(Liabilities)	—	(1.2)	—	(1.2)
Cross currency swaps—Assets	—	15.1	—	15.1
Total fair value	$ —	$ 9.3	$ —	$ 9.3

	December 31, 2018			
Assets (Liabilities) at Fair Value	**Quoted Prices in Active Markets for Identical Items (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**	**Total**
Foreign exchange forward contracts—Assets	$ —	$ 0.1	$ —	$ 0.1
Foreign exchange forward contracts—(Liabilities)	—	(1.6)	—	(1.6)
Foreign exchange cash flow hedges—Assets	—	1.9	—	1.9
Interest rate swaps—Assets	—	4.7	—	4.7
Cross currency swaps—Assets	—	8.1	—	8.1
Cross currency swaps—(Liabilities)	—	(3.4)	—	(3.4)
Total fair value	$ —	$ 9.8	$ —	$ 9.8

The Company uses an income approach to value its derivative instruments, utilizing discounted cash flow techniques, considering the terms of the contract and observable market information available as of the reporting date, such as interest rate yield curves and currency spot and forward rates. Significant inputs to the valuation for these derivative instruments are obtained from broker quotations or from listed or over-the-counter market data, and are classified as Level 2 in the fair value hierarchy.

Fair Value of Debt Instruments

The following table presents the estimated fair value of the Company's outstanding debt not carried at fair value as of June 30, 2019 and December 31, 2018:

	As of June 30, 2019	As of December 31, 2018
2025 Senior Notes	$ 482.3	$ 438.3
2024 Term Loan B	681.3	658.9
Total fair value	$ 1,163.6	$ 1,097.2

The fair value of the Company's debt facilities above (each Level 2 securities) is determined using over-the-counter market quotes and benchmark yields received from independent vendors.

There were no other significant financial instruments outstanding as of June 30, 2019 and December 31, 2018.

NOTE 10—PROVISION FOR INCOME TAXES

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Effective income tax rate	36.0 %	17.2 %	29.3 %	17.2 %

Provision for income taxes for the three and six months ended June 30, 2019 totaled $15.7 million and $26.5 million, respectively, resulting in an effective tax rate of 36.0% and 29.3%, respectively. Provision for income taxes for the three and six months ended June 30, 2018 totaled $20.4 million and $45.3 million, respectively, resulting in an effective tax rate of 17.2%.

The increase in the effective tax rate for the three and six months ended June 30, 2019 as compared to the same period in 2018 was primarily driven by a lower proportion of income before taxes attributable to non-U.S. jurisdictions, which includes losses not anticipated to provide a tax benefit to the Company in the future.

NOTE 11—COMMITMENTS AND CONTINGENCIES

Environmental Matters

Accruals for environmental matters are recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated based on current law, existing technologies and other information. Pursuant to the terms of the agreement associated with the Company's formation, the pre-closing environmental liabilities were retained by Dow, and Dow agreed, subject to temporal, monetary, and other limitations to indemnify the Company from and against environmental liabilities incurred or relating to the predecessor periods. No environmental claims have been asserted or threatened against the Company, and the Company is not a potentially responsible party at any Superfund Sites. As of June 30, 2019 and December 31, 2018, the Company had no accrued obligations for environmental remediation or restoration costs.

Inherent uncertainties exist in the Company's potential environmental liabilities primarily due to unknown conditions, whether future claims may fall outside the scope of the indemnity, changing governmental regulations and legal standards regarding liability, and evolving technologies for handling site remediation and restoration. In connection with the Company's existing indemnification, the possibility is considered remote that environmental remediation costs will have a material adverse impact on the condensed consolidated financial statements over the next 12 months.

Purchase Commitments

In the normal course of business, the Company has certain raw material purchase contracts where it is required to purchase certain minimum volumes at current market prices. These commitments range from one to three years. In certain raw material purchase contracts, the Company has the right to purchase less than the required minimums and pay a liquidated damages fee, or, in case of a permanent plant shutdown, to terminate the contracts. In such cases, these obligations would be less than the annual commitment as disclosed in the Notes to Consolidated Financial Statements included in the Annual Report .

Litigation Matters

From time to time, the Company may be subject to various legal claims and proceedings incidental to the normal conduct of business, relating to such matters as employees, product liability, antitrust/competition, past waste disposal practices and release of chemicals into the environment. While it is impossible at this time to determine with certainty the ultimate outcome of these routine claims, the Company does not believe that the ultimate resolution of these claims will have a material adverse effect on the Company's results of operations, financial condition or cash flow. Legal costs, including those legal costs expected to be incurred in connection with a loss contingency, are expensed as incurred.

European Commission Request for Information

On June 6, 2018, Trinseo Europe GmbH, a subsidiary of the Company, received a Request for Information in the form of a letter from the European Commission Directorate General for Competition (the "European Commission") related to styrene monomer commercial activity in the European Economic Area. In addition, the Company commenced an internal investigation into these commercial activities and discovered instances of inappropriate activity. The Company is fully cooperating with the European Commission and delivered all requested documents responsive to its information request.

Notwithstanding the delivery of the Company's response to the European Commission, this matter remains open with the European Commission. Based on its findings, the European Commission may decide to: (i) require further information; (ii) conduct unannounced raids of the Company's premises; (iii) adopt decisions imposing fines, interim measures to halt immediately any anti-competitive behavior, orders for the Company to cease anti-competitive activities, and/or certain behavioral or structural commitments from the Company; or (iv) take no further action. As a result of the above factors, the Company is unable to predict the ultimate outcome of this matter or estimate the range of reasonably possible losses that could be incurred. However, any potential losses incurred could be material to the Company's results of operations, balance sheet, and cash flows for the period in which they are resolved or become probable and reasonably estimable.

NOTE 12—PENSION PLANS AND OTHER POSTRETIREMENT BENEFITS

The components of net periodic benefit costs for all significant plans were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Defined Benefit Pension Plans				
Service cost	$ 3.1	$ 3.1	$ 6.3	$ 6.2
Interest cost	1.2	1.2	2.5	2.5
Expected return on plan assets	(0.5)	(0.5)	(1.0)	(1.1)
Amortization of prior service credit	(0.3)	(0.3)	(0.5)	(0.6)
Amortization of net loss	0.8	0.9	1.5	1.9
Net settlement and curtailment loss	—	—	0.7	—
Net periodic benefit cost	$ 4.3	$ 4.4	$ 9.5	$ 8.9

	Three Months Ended June 30,		Six Months Ended June 30,	
	2019	2018	2019	2018
Other Postretirement Plans				
Service cost	$ —	$ —	$ 0.1	$ 0.1
Interest cost	0.1	0.1	0.1	0.1
Amortization of prior service cost	—	—	—	0.1
Amortization of net gain	(0.1)	—	(0.2)	—
Net periodic benefit cost	$ —	$ 0.1	$ —	$ 0.3

Service cost related to the Company's defined benefit pension plans and other postretirement plans is included within "Cost of sales" and "Selling, general and administrative expenses" whereas all other components of net periodic benefit cost are included within "Other expense, net" in the condensed consolidated statements of operations. As of June 30, 2019 and December 31, 2018, the Company's benefit obligations included primarily in "Other noncurrent obligations" in the condensed consolidated balance sheets were $196.4 million and $189.2 million, respectively.

The Company made cash contributions and benefit payments to unfunded plans of approximately $2.0 million and $2.9 million during the three and six months ended June 30, 2019, respectively. The Company expects to make additional cash contributions, including benefit payments to unfunded plans, of approximately $3.3 million to its defined benefit plans for the remainder of 2019.

NOTE 13—SHARE-BASED COMPENSATION

Refer to the Annual Report for definitions of capitalized terms not included herein and further background on the Company's share-based compensation programs included in the tables below.

The following table summarizes the Company's share-based compensation expense for the three and six months ended June 30, 2019 and 2018, as well as unrecognized compensation cost as of June 30, 2019:

	Three Months Ended June 30,		Six Months Ended June 30,		As of June 30, 2019	
	2019	2018	2019	2018	Unrecognized Compensation Cost	Weighted Average Years
RSUs	$ 1.9	$ 2.1	$ 4.0	$ 4.3	$ 13.9	2.2
Options	0.8	0.6	2.0	3.4	2.8	1.6
PSUs	0.8	0.7	1.7	1.2	5.9	2.3
Total share-based compensation expense	$ 3.5	$ 3.4	$ 7.7	$ 8.9		

The following table summarizes awards granted and the respective weighted average grant date fair value for the six months ended June 30, 2019:

	Six Months Ended June 30, 2019	
	Awards Granted	Weighted Average Grant Date Fair Value per Award
RSUs	236,156	$ 48.63
Options	237,071	15.40
PSUs	117,053	54.01

Option Awards

The following are the weighted average assumptions used within the Black-Scholes pricing model for the Company's option awards granted during the six months ended June 30, 2019:

	Six Months Ended June 30, 2019
Expected term (in years)	5.50
Expected volatility	36.00 %
Risk-free interest rate	2.53 %
Dividend yield	2.00 %

Since the Company's equity interests were privately held prior to its initial public offering in June 2014, there is limited publicly traded history of the Company's ordinary shares. Until such time that the Company can determine expected volatility based solely on the publicly traded history of its ordinary shares, expected volatility used in the Black-Scholes model for option awards granted is based on a combination of the Company's historical volatility and similar companies' shares that are publicly traded. The expected term of option awards represents the period of time that option awards granted are expected to be outstanding. For the option awards granted during the six months ended June 30, 2019, the simplified method was used to calculate the expected term, given the Company's limited historical exercise data. The risk-free interest rate for the periods within the expected term of option awards is based on the U.S. Treasury yield curve in effect at the time of grant. The dividend yield is estimated based on historical and expected dividend activity.

Performance Share Units (PSUs)

The following are the weighted average assumptions used within the Monte Carlo valuation model for PSUs granted during the six months ended June 30, 2019:

	Six Months Ended June 30, 2019
Expected term (in years)	3.00
Expected volatility	36.40 %
Risk-free interest rate	2.58 %
Share Price	$ 50.95

Determining the fair value of PSUs requires considerable judgment, including estimating the expected volatility of the price of the Company's ordinary shares, the correlation between the Company's share price and that of its peer companies, and the expected rate of interest. The expected volatility for each grant is determined based on the historical volatility of the Company's ordinary shares. The expected term of PSUs represents the length of the performance period. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for a duration equivalent to the performance period. The share price is the closing price of the Company's ordinary shares on the grant date.

NOTE 14—SEGMENTS

The Company operates under six segments: Latex Binders, Synthetic Rubber, Performance Plastics, Polystyrene, Feedstocks, and Americas Styrenics. The Latex Binders segment produces styrene-butadiene latex ("SB latex") and other latex polymers and binders, primarily for coated paper and packaging board, carpet and artificial turf backings, as well as a number of performance latex binders applications, such as adhesive, building and construction and the technical textile paper market. The Synthetic Rubber segment produces synthetic rubber products used predominantly in high-performance tires, impact modifiers and technical rubber products, such as conveyer belts, hoses, seals and gaskets. The Performance Plastics segment includes a variety of highly engineered compounds and blends, the Company's acrylonitrile-butadiene-styrene ("ABS"), styrene-acrylonitrile ("SAN"), and polycarbonate ("PC") businesses, and the Company's soft-touch polymers and bioplastics business, which includes thermoplastic elastomers ("TPEs"). The Polystyrene segment includes a variety of general purpose polystyrenes ("GPPS") and polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties ("HIPS"). The Feedstocks segment includes the Company's production and procurement of styrene monomer outside of North America, which is used as a key raw material in many of the Company's products, including polystyrene, SB latex, ABS resins, and solution styrene-butadiene rubber ("SSBR"). Lastly, the Americas Styrenics segment consists solely of the operations of the Company's 50%-owned joint venture, Americas Styrenics, a producer of both styrene monomer and polystyrene in North America.

The following table provides disclosure of the Company's segment Adjusted EBITDA, which is used to measure segment operating performance and is defined below, for the three and six months ended June 30, 2019 and 2018. Asset and intersegment sales information by reporting segment is not regularly reviewed or included with the Company's reporting to the chief operating decision maker. Therefore, this information has not been disclosed below. Refer to Note 3 for the Company's net sales to external customers by segment for the three and six months ended June 30, 2019 and 2018.

Three Months Ended (1)	Latex Binders	Synthetic Rubber	Performance Plastics	Polystyrene	Feedstocks	Americas Styrenics
June 30, 2019	$ 20.6	$ 12.9	$ 34.2	$ 16.2	$ (0.6)	$ 40.3
June 30, 2018	$ 36.0	$ 30.6	$ 48.9	$ 13.7	$ 32.4	$ 33.2

Six Months Ended	Latex Binders	Synthetic Rubber	Performance Plastics	Polystyrene	Feedstocks	Americas Styrenics
June 30, 2019	$ 38.1	$ 21.7	$ 69.9	$ 32.9	$ 16.6	$ 72.5
June 30, 2018	$ 63.5	$ 56.2	$ 114.3	$ 23.3	$ 73.9	$ 78.8

(1) The Company's primary measure of segment operating performance is Adjusted EBITDA, which is defined as income from continuing operations before interest expense, net; provision for income taxes; depreciation and amortization expense; loss on extinguishment of long-term debt; asset impairment charges; gains or losses on the dispositions of businesses and assets; restructuring charges; acquisition related costs and other items. Segment Adjusted EBITDA is a key metric that is used by management to evaluate business performance in comparison to budgets, forecasts, and prior year financial results, providing a measure that management believes reflects core operating performance by removing the impact of transactions and events that would not be considered a part of core operations. Other companies in the industry may define segment Adjusted EBITDA differently than the Company, and as a result, it may be difficult to use segment Adjusted EBITDA, or similarly named financial measures, that other companies may use to compare the performance of those companies to the Company's segment performance.

The reconciliation of income before income taxes to segment Adjusted EBITDA is as follows:

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Income before income taxes	$ 43.7	$ 118.7	$ 90.3	$ 263.9
Interest expense, net	9.9	10.8	20.1	25.7
Depreciation and amortization	34.7	32.3	68.7	64.3
Corporate Unallocated (2)	20.8	24.6	46.9	44.9
Adjusted EBITDA Addbacks (3)	14.5	8.4	25.7	11.2
Segment Adjusted EBITDA	$ 123.6	$ 194.8	$ 251.7	$ 410.0

(2) Corporate unallocated includes corporate overhead costs and certain other income and expenses.

(3) Adjusted EBITDA addbacks for the three and six months ended June 30, 2019 and 2018 are as follows:

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Loss on extinguishment of long-term debt	$ —	$ 0.2	$ —	$ 0.2
Net gain on disposition of businesses and assets	—	—	(0.2)	(0.5)
Restructuring and other charges (Note 15)	(0.3)	1.2	0.1	1.7
Acquisition, transaction, and integration costs (a)	0.7	0.2	0.7	0.6
Other items (b)	14.1	6.8	25.1	9.2
Total Adjusted EBITDA Addbacks	$ 14.5	$ 8.4	$ 25.7	$ 11.2

(a) Acquisition, transaction, and integration costs for the three and six months ended June 30, 2019 and 2018 primarily relate to advisory and professional fees incurred in conjunction with the Company's acquisition of production assets in Rheinmünster, Germany and its acquisition of API Plastics, respectively.

(b) Other items for the three and six months ended June 30, 2019 and 2018 primarily relate to advisory and professional fees incurred in conjunction with the Company's initiative to transition business services from Dow, including certain administrative services such as accounts payable, logistics, and IT services. Also included within other items for the three and six months ended June 30, 2019 are fees incurred in conjunction with certain of the Company's strategic initiatives.

NOTE 15—RESTRUCTURING

Refer to the Annual Report for further details regarding the Company's previously announced restructuring activities included in the tables below. Restructuring charges are included within "Selling, general and administrative expenses" in the condensed consolidated statements of operations.

The following table provides detail of the Company's restructuring charges for the three and six months ended June 30, 2019 and 2018:

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	Cumulative Life-to-date Charges	Segment
Terneuzen Compounding Restructuring (1)						
Asset impairment/accelerated depreciation	$ —	$ 0.3	$ —	$ 0.6	$ 3.1	
Employee termination benefits	(0.4)	0.2	(0.4)	0.3	0.6	
Contract terminations	—	—	—	—	0.3	
Decommissioning and other	—	0.2	0.2	0.2	1.6	
Terneuzen Subtotal	$ (0.4)	$ 0.7	$ (0.2)	$ 1.1	$ 5.6	Performance Plastics
Livorno Plant Restructuring (2)						
Asset impairment/accelerated depreciation	$ —	$ 0.4	$ —	$ 0.4	$ 14.7	
Employee termination benefits	—	—	—	—	5.4	
Contract terminations	—	—	—	—	0.3	
Decommissioning and other	0.1	0.1	0.3	0.4	4.0	
Livorno Subtotal	$ 0.1	$ 0.5	$ 0.3	$ 0.8	$ 24.4	Latex Binders
Other Restructurings	—	0.3	—	0.4		Various
Total Restructuring Charges	$ (0.3)	$ 1.5	$ 0.1	$ 2.3		

(1) In March 2017, the Company announced plans to upgrade its production capability for compounded resins with the construction of a new state-of-the art compounding facility to replace its existing compounding facility in Terneuzen, The Netherlands. As of June 30, 2019, the new facility is complete, noting certain ongoing quality assurance activities. Substantive production at the prior facility ceased and decommissioning

activities began during the second quarter of 2019, which are expected to continue through 2020. The Company estimates it will incur decommissioning and other charges of approximately $0.6 million throughout 2019 and 2020, the majority of which are expected to be paid during the remainder of 2019 and the first half of 2020.

(2) In August 2016, the Company announced its plan to cease manufacturing activities at its latex binders manufacturing facility in Livorno, Italy. Production at the facility ceased in October 2016 and decommissioning activities began in the fourth quarter of 2016. In June 2018, the Company entered into a preliminary agreement to sell the land where the former facility is located, subject to certain activities being completed prior to closing. The sale is considered probable to close within one year following the balance sheet date; therefore, as of both June 30, 2019 and December 31, 2018, the land is recorded as held-for-sale within "Other current assets" at a value of $12.0 million and the deferred tax liability associated with that land is recorded as held-for-sale within "Accrued expenses and other current liabilities" at a value of $2.9 million on the Company's condensed consolidated balance sheets. In conjunction with the execution of this agreement, the Company received $1.3 million of the purchase price as a prepayment, which is recorded within "Accrued expenses and other current liabilities" on the condensed consolidated balance sheets as of June 30, 2019 and December 31, 2018. The Company expects to incur a limited amount of additional decommissioning costs associated with this plant shutdown through the closing date of the sale, which will be expensed as incurred.

The following table provides a roll forward of the liability balances associated with the Company's restructuring activities as of June 30, 2019. Employee termination benefit and contract termination charges are recorded within "Accrued expenses and other current liabilities" in the condensed consolidated balance sheets.

	Balance at December 31, 2018	Expenses	Deductions [1]	Balance at June 30, 2019
Employee termination benefits	$ 6.4	$ (0.3)	$ (4.9)	$ 1.2
Contract terminations	0.3	—	—	0.3
Decommissioning and other	—	0.4	(0.4)	—
Total	$ 6.7	$ 0.1	$ (5.3)	$ 1.5

(1) Primarily includes payments made against the existing accrual, as well as immaterial impacts of foreign currency remeasurement.

NOTE 16—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The components of AOCI, net of income taxes, consisted of:

Three Months Ended June 30, 2019 and 2018	Cumulative Translation Adjustments	Pension & Other Postretirement Benefit Plans, Net	Cash Flow Hedges, Net	Total
Balance as of March 31, 2019	$ (112.1)	$ (40.4)	$ 9.0	$ (143.5)
Other comprehensive income (loss)	3.0	—	(3.5)	(0.5)
Amounts reclassified from AOCI to net income (loss) (1)	—	0.3	(1.9)	(1.6)
Balance as of June 30, 2019	$ (109.1)	$ (40.1)	$ 3.6	$ (145.6)
Balance as of March 31, 2018	$ (96.6)	$ (44.4)	$ (3.3)	$ (144.3)
Other comprehensive income (loss)	(16.1)	—	9.4	(6.7)
Amounts reclassified from AOCI to net income (1)	—	0.6	2.5	3.1
Balance as of June 30, 2018	$ (112.7)	$ (43.8)	$ 8.6	$ (147.9)

Six Months Ended June 30, 2019 and 2018	Cumulative Translation Adjustments	Pension & Other Postretirement Benefit Plans, Net	Cash Flow Hedges, Net	Total
Balance at December 31, 2018	$ (111.8)	$ (39.4)	$ 8.9	$ (142.3)
Other comprehensive income (loss)	2.7	(2.0)	(2.4)	(1.7)
Amounts reclassified from AOCI to net income (1)	—	1.3	(2.9)	(1.6)
Balance at June 30, 2019	$ (109.1)	$ (40.1)	$ 3.6	$ (145.6)
Balance as of December 31, 2017	$ (94.5)	$ (45.0)	$ (6.1)	$ (145.6)
Other comprehensive income (loss)	(18.2)	—	8.4	(9.8)
Amounts reclassified from AOCI to net income (1)	—	1.2	6.3	7.5
Balance as of June 30, 2018	$ (112.7)	$ (43.8)	$ 8.6	$ (147.9)

(1) The following is a summary of amounts reclassified from AOCI to net income for the three and six months ended June 30, 2019 and 2018:

AOCI Components	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	Statements of Operations Classification
Cash flow hedging items					
Foreign exchange cash flow hedges	$ (1.6)	$ 2.6	$ (2.2)	$ 6.3	Cost of sales
Interest rate swaps	(0.3)	(0.1)	(0.7)	—	Interest expense, net
Total before tax	(1.9)	2.5	(2.9)	6.3	
Tax effect	—	—	—	—	Provision for income taxes
Total, net of tax	$ (1.9)	$ 2.5	$ (2.9)	$ 6.3	
Amortization of pension and other postretirement benefit plan items					
Prior service credit	$ (0.3)	$ (0.2)	$ (0.6)	$ (0.5)	(a)
Net actuarial loss	0.8	1.0	1.6	2.2	(a)
Net settlement and curtailment loss	—	—	0.7	—	(a)
Total before tax	0.5	0.8	1.7	1.7	
Tax effect	(0.2)	(0.2)	(0.4)	(0.5)	Provision for income taxes
Total, net of tax	$ 0.3	$ 0.6	$ 1.3	$ 1.2	

(a) These AOCI components are included in the computation of net periodic benefit costs (see Note 12).

NOTE 17—EARNINGS PER SHARE

Basic earnings per ordinary share (“basic EPS”) is computed by dividing net income available to ordinary shareholders by the weighted average number of the Company’s ordinary shares outstanding for the applicable period. Diluted earnings per ordinary share (“diluted EPS”) is calculated using net income available to ordinary shareholders divided by diluted weighted average ordinary shares outstanding during each period, which includes unvested RSUs, option awards, and PSUs. Diluted EPS considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential ordinary shares would have an anti-dilutive effect.

The following table presents basic EPS and diluted EPS for the three and six months ended June 30, 2019 and 2018:

(in millions, except per share data)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Earnings:				
Net income	$ 28.0	$ 98.3	$ 63.8	$ 218.6
Shares:				
Weighted average ordinary shares outstanding	40.8	43.1	41.0	43.3
Dilutive effect of RSUs, option awards, and PSUs (1)	0.3	0.7	0.5	0.9
Diluted weighted average ordinary shares outstanding	41.1	43.8	41.5	44.2
Income per share:				
Income per share—basic	$ 0.69	$ 2.28	$ 1.56	$ 5.05
Income per share—diluted	$ 0.68	$ 2.24	$ 1.54	$ 4.95

(1) Refer to Note 13 for discussion of RSUs, option awards, and PSUs granted to certain Company directors and employees. The number of anti-dilutive shares that have been excluded from the computation of diluted earnings per share were 0.7 million and 0.8 million for the three and six months ended June 30, 2019, respectively, and 0.4 million and 0.2 million for the three and six months ended June 30, 2018, respectively.

NOTE 18—LEASES

As discussed in Note 2, effective January 1, 2019, the Company adopted accounting guidance, Topic 842, issued by the FASB related to leases that outlines a comprehensive lease accounting model and supersedes the prior lease guidance. The Company adopted this guidance using the modified retrospective approach and elected the optional transition method. As a result, comparative prior periods in the Company's financial statements are not adjusted for the impacts of the new standard. The Company's accounting policy and practical expedient elections related to accounting for leases, including those elected as a result of the adoption of Topic 842, are summarized as follows:

- Package of practical expedients – The Company did not reassess whether expired or existing contracts contain a lease, did not reassess the classification of expired or existing leases, and did not reassess whether lease initial direct costs would qualify for capitalization under the new lease accounting standards.
- Lease and non-lease components as lessee – For leases across all asset classes in which the Company is a lessee (discussed below), the Company did not separate non-lease components from lease components and instead accounted for these items as a single lease component .
- Portfolio approach – The Company elected to utilize the portfolio approach under which it did not have to consider the components to apply lease accounting. Specifically, the Company leveraged the portfolio approach in determining the discount rate within multiple asset classes, and in determining the lease term considerations for immaterial asset classes, including, but not limited to, motor vehicles and plant, office, and information technology equipment.
- Land easements – The Company did not reassess whether existing or expired land easements that were not previously accounted for as leases are or contain a lease under the new lease accounting standards.
- Use of hindsight and short-term lease exemption – The Company did not elect to utilize either the practical expedient related to the use of hindsight or the election to exclude short-term leases from balance sheet presentation.

The Company routinely enters into leasing arrangements for a variety of assets including buildings/offices, warehouses and tanks for product storage, railcars and other vehicles for product transportation, motor vehicles, and other equipment. The Company determines if a contract is or contains a lease based on its relevant terms in accordance with Topic 842, including whether it conveys to the Company the right to obtain substantially all the economic benefits of the identified leased asset and to direct its use.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. The Company's lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses its incremental borrowing rate based on the information available at the lease commencement date to determine the appropriate discount rate by multiple asset classes, pursuant to the aforementioned portfolio approach methodology. Variable lease payments that are not based on an index or that result from changes to an index subsequent to the initial measurement of the corresponding lease liability are not included in the measurement of lease ROU assets or liabilities and instead are recognized in earnings in the period in which the obligation for those payments is incurred. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise any such

options. Lease expense is recognized on a straight - line basis over the expected lease term.

The Company's ROU assets and lease liabilities are classified on its condensed consolidated balance sheets as follows:

	As of June 30, 2019	Location on Balance Sheet
Operating lease ROU assets	$ 70.8	Right-of-use assets - operating
Finance lease ROU assets	2.0	Property, plant, and equipment, net of accumulated depreciation
Operating lease liabilities - current portion	(15.5)	Current lease liabilities - operating
Operating lease liabilities - noncurrent portion	(55.6)	Noncurrent lease liabilities - operating
Finance lease liabilities - current portion	(0.5)	Short-term borrowings and current portion of long-term debt
Finance lease liabilities - noncurrent portion	(1.5)	Long-term debt, net of unamortized deferred financing fees

The components of the Company's lease costs are classified on its condensed consolidated statements of operations as follows:

	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
Finance lease cost:		
Amortization of lease ROU assets	$ 0.1	$ 0.1
Interest on lease liabilities (1)	—	—
Operating lease cost	4.6	9.1
Variable lease cost (1)	—	0.1
Total lease cost	$ 4.7	$ 9.3

(1) Where no amounts are presented for the three and six months ended June 30, 2019, amounts totaled less than $0.1 million.

The table below shows the cash and non-cash activity related to the Company's lease liabilities during the period:

	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
Cash paid related to lease liabilities:		
Operating cash flows from operating leases	$ 4.2	$ 8.0
Operating cash flows from finance leases (1)	—	—
Financing cash flows from finance leases	0.1	0.1
Non-cash lease liability activity (2) :		
ROU assets obtained in exchange for new operating lease liabilities	$ 5.7	$ 78.2
ROU assets obtained in exchange for new finance lease liabilities	1.4	2.1

(1) For the three and six months ended June 30, 2019, amounts totaled less than $0.1 million.
(2) Amounts for the six months ended June 30, 2019 include the impact of adopting the new lease accounting standard effective January 1, 2019.

As of June 30, 2019, the maturities of the Company's operating and finance lease liabilities were as follows:

	Maturity of lease liabilities by year								
	Remainder of 2019	2020	2021	2022	2023	Thereafter	Total Lease Payments	Less Imputed Interest	Lease Liability
Operating Leases	$ 9.3	$ 14.8	$ 9.8	$ 8.3	$ 7.9	$ 36.7	$ 86.8	$ (15.7)	$ 71.1
Finance Leases	$ 0.3	$ 0.6	$ 0.6	$ 0.3	$ 0.1	$ 0.4	$ 2.3	$ (0.3)	$ 2.0

As of June 30, 2019, the weighted average remaining lease term of the Company's operating and finance leases was 9.1 and 6.8 years, respectively, and the weighted average discount rate used to determine the lease liability for operating and finance leases was 4.6% and 4.4%, respectively.

As of June 30, 2019, the Company has additional operating leases that have not yet commenced of $6.0 million. The leases will commence in July 2019 with lease terms of 0.5 to 16.0 years.

Disclosures related to periods prior to adoption of Topic 842

As discussed above, the Company adopted Topic 842 effective January 1, 2019 using a modified retrospective approach. As required, the following disclosure is provided for periods prior to adoption. The Company’s total future minimum annual rentals in effect at December 31, 2018 for noncancelable operating leases, which were accounted for under the previous leasing standard, Accounting Standards Codification 840, were as follows:

Annual Commitment						
2019	2020	2021	2022	2023	Thereafter	Total
$ 17.5	$ 14.4	$ 9.0	$ 10.6	$ 5.4	$ 16.0	$ 72.9

NOTE 19—SUBSEQUENT EVENTS

On August 6, 2019, new federal income tax legislation was enacted in Switzerland. As a result, the Company anticipates a higher effective tax rate in its entities in Switzerland, beginning in 2020. Additionally, a one-time deferred tax benefit will be recorded in the third quarter of 2019 related to re-measurement of the Company’s deferred tax assets and liabilities in Switzerland due to a change in the enacted Swiss Federal tax rate, which the Company is in the process of quantifying.

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Item 2. Management's Discussio n and Analysis of Financial Condition and Results of Operations

2019 Year-to-Date Highlights

During the three and six months ended June 30, 2019, Trinseo recognized net income of $28.0 million and $63.8 million, respectively, and Adjusted EBITDA of $102.8 million and $204.8 million, respectively. Refer to "Non-GAAP Performance Measures" below for further discussion of our use of non-GAAP measures in evaluating our performance and a reconciliation of these measures. Other highlights for the year are described below.

Chief Executive Officer and Chief Financial Officer Transition

On March 4, 2019, Frank Bozich replaced Christopher Pappas as President and Chief Executive Officer. On July 1, 2019, David Stasse replaced Barry Niziolek as Executive Vice President and Chief Financial Officer. Both Messrs. Pappas and Niziolek had each previously announced their plans to retire.

Trinseo to Acquire Latex Binders Assets in Germany

On May 2, 2019, the Company announced that it has signed a definitive agreement with Dow to acquire its latex binders production assets in Rheinmünster, Germany, which will provide Trinseo with manufacturing assets capable of producing applications for the adhesives and construction markets. The transaction is expected to close in the fourth quarter of 2019, following customary closing conditions. This transaction will not require any upfront cash outlay from Trinseo; however, Trinseo expects to assume approximately €40.0 million in pension liabilities for transferred employees in exchange for the assets described above.

Results of Operations
Results of Operations for the Three and Six Months Ended June 30, 2019 and 2018

The table below sets forth our historical results of operations and these results as a percentage of net sales for the periods indicated.

	Three Months Ended June 30,				Six Months Ended June 30,			
(in millions)	**2019**	**%**	**2018**	**%**	**2019**	**%**	**2018**	**%**
Net sales	$ 951.8	100 %	$ 1,236.6	100 %	$ 1,964.9	100 %	$ 2,358.1	100 %
Cost of sales	865.6	91 %	1,073.9	87 %	1,781.2	91 %	2,020.2	86 %
Gross profit	86.2	9 %	162.7	13 %	183.7	9 %	337.9	14 %
Selling, general and administrative expenses	71.4	8 %	61.7	5 %	140.3	7 %	126.1	5 %
Equity in earnings of unconsolidated affiliates	40.3	4 %	33.2	3 %	72.5	4 %	78.8	3 %
Operating income	55.1	6 %	134.2	11 %	115.9	6 %	290.6	12 %
Interest expense, net	9.9	1 %	10.8	1 %	20.1	1 %	25.7	1 %
Loss on extinguishment of long-term debt	—	— %	0.2	— %	—	— %	0.2	— %
Other expense, net	1.5	— %	4.5	— %	5.5	— %	0.8	— %
Income before income taxes	43.7	5 %	118.7	10 %	90.3	5 %	263.9	11 %
Provision for income taxes	15.7	2 %	20.4	2 %	26.5	1 %	45.3	2 %
Net income	$ 28.0	3 %	$ 98.3	8 %	$ 63.8	3 %	$ 218.6	9 %

Three Months Ended – June 30, 2019 vs. June 30, 2018

Net Sales

Of the 23% decrease in net sales, 11% was due mainly to lower selling prices resulting from the pass through of lower raw material costs, primarily from styrene and butadiene. There was also a 9% decrease due to lower sales volume across all segments. See segment discussion below for further information. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Cost of Sales

Of the 19% decrease in cost of sales, 9% was due to lower sales volume across all segments, as well as a 6% decrease due to lower raw material costs. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Gross Profit

The decrease in gross profit of 47% was primarily attributable to margin compression in the Feedstocks, Performance Plastics, Latex Binders, and Synthetic Rubber segments, as well as lower sales volume across all segments. Margins were impacted by weaker overall market performance, including in certain key markets such as automotive, graphical paper, and tires. See the segment discussion below for further information.

Selling, General and Administrative Expenses (SG&A)

The $9.7 million, or 16%, increase in SG&A is due to several factors. Higher advisory and professional fees, as well as higher personnel costs, resulted in an $11.8 million increase. These increases were primarily a result of the Company’s transition of business and technical services from Dow. Additionally, there was an increase of $1.7 million related to increased depreciation. Offsetting these increased costs was a decrease of $1.8 million in restructuring charges. Additionally, a decrease of $1.9 million was due to currency impacts on our euro-based expenses, as the euro weakened in comparison to the U.S. dollar.

Equity in Earnings of Unconsolidated Affiliates

The increase in equity earnings of $7.1 million was due to higher equity earnings from Americas Styrenics, mainly attributable to a production outage at its St. James, LA styrene manufacturing facility in the prior year.

Interest Expense, Net

The decrease in interest expense, net of $0.9 million, or 8%, was primarily attributable to an increase in interest income as a result of increased cash generation when compared to the prior year.

Loss on Extinguishment of Long-Term Debt

Loss on extinguishment of long-term debt was $0.2 million for the three months ended June 30, 2018, comprised entirely of the written-off portion of the existing unamortized deferred financing fees related to the 2024 Term Loan repricing.

Other Expense, Net

Other expense, net for the three months ended June 30, 2019 was $1.5 million, which included $1.2 million of expense related to the non-service cost components of net periodic benefit cost. This is partially offset by foreign exchange transaction gains of $0.2 million. Net foreign transaction gains included $2.6 million of foreign exchange transaction gains primarily from the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the euro during the period, offset by $2.4 million of losses from our foreign exchange forward contracts.

Other expense, net for the three months ended June 30, 2018 was $4.5 million, which included net foreign exchange transaction losses for the period of $2.0 million. Net foreign exchange transaction losses included $16.1 million of foreign exchange transaction losses primarily from the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the Euro during the period, partially offset by $14.1 million of gains from our foreign exchange forward contracts. Other expense, net for the period also included $1.6 million of expense related to the non-service cost components of net periodic benefit cost and $0.5 million of fees incurred in conjunction with the repricing of the Company’s 2024 Term Loan B during the second quarter of 2018.

Provision for Income Taxes

Provision for income taxes for the three months ended June 30, 2019 totaled $15.7 million, resulting in an effective tax rate of 36.0%. Provision for income taxes for the three months ended June 30, 2018 totaled $20.4 million, resulting in an effective tax rate of 17.2%.

The decrease in provision for income taxes was primarily driven by the $75.0 million decrease in income before income taxes. This decrease was partially offset by a lower proportion of income before taxes attributable to non-U.S. jurisdictions, which includes losses not anticipated to provide a tax benefit to the Company in the future.

Six Months Ended – June 30, 2019 vs. June 30, 2018

Net Sales

Of the 17% decrease in net sales, 13% was due to lower selling prices resulting from the pass through of lower raw material costs, primarily from styrene and butadiene. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Cost of Sales

Of the 12% decrease in cost of sales, 7% was due to lower raw material costs, primarily styrene and butadiene. There was a 3% decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period. An additional 2% decrease was due to lower sales volume within the Feedstocks, Synthetic Rubber and Latex Binders segments, partially offset by higher sales volume within the Polystyrene segment.

Gross Profit

The decrease in gross profit of 46% was primarily attributable to margin compression in the Feedstocks, Performance Plastics, Latex Binders and Synthetic Rubber segments. Margins were impacted by weaker overall market performance, including in certain key markets such as automotive, graphical paper, and tires. See the segment discussion below for further information.

Selling, General and Administrative Expenses (SG&A)

The $14.2 million, or 11%, increase in SG&A is due to several factors. Higher advisory and professional fees, as well as higher personnel costs, resulted in a $19.9 million increase. These increases were primarily a result the Company's transition of business and technical services from Dow. Offsetting these increased costs was a $2.2 million decrease in restructuring charges. Additionally, a decrease of $3.6 million was due to currency impacts on our euro-based expenses, as the euro weakened in comparison to the U.S. dollar.

Equity in Earnings of Unconsolidated Affiliates

The decrease in equity earnings of $6.3 million was due to lower equity earnings from Americas Styrenics, mainly attributable to lower styrene margins in the current year.

Interest Expense, Net

The decrease in interest expense, net of $5.6 million, or 22%, was primarily attributable to the benefits received from the cross currency swaps that the Company entered into in September 2017, which are now recorded as a benefit within interest expense as a result of our adoption of new hedging accounting guidance during the second quarter of 2018.

Loss on Extinguishment of Long-Term Debt

Loss on extinguishment of long-term debt was $0.2 million for the six months ended June 30, 2018, comprised entirely of the written-off of a portion of the existing unamortized deferred financing fees related to the 2024 Term Loan B repricing.

Other Expense, Net

Other expense, net for the six months ended June 30, 2019 was $5.5 million, which included $3.5 million of expense related to the non-service cost components of net periodic benefit cost, as well as foreign exchange transaction losses of $0.2 million. Net foreign transaction losses included $0.5 million of foreign exchange transaction losses primarily from the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the euro during the period, partially offset by $0.3 million of gains from our foreign exchange forward contracts. Other expense, net also included $1.9 million of other miscellaneous expenses during the period.

Other expense, net for the six months ended June 30, 2018 was $0.8 million, which included $3.3 million of expense related to the non-service cost components of net periodic benefit cost and $0.5 million of fees incurred in conjunction with the repricing of the Company’s 2024 Term Loan B during the second quarter of 2018. These expenses were partially offset by net foreign exchange transaction gains for the period of $3.1 million. Net foreign exchange transaction gains included $5.7 million of foreign exchange transaction losses primarily from the remeasurement of our euro denominated payables due to the relative changes in rates between the U.S. dollar and the euro during the period, more than offset by the $8.8 million of gains from our foreign exchange forward contracts.

Provision for Income Taxes

Provision for income taxes for the six months ended June 30, 2019 totaled $26.5 million, resulting in an effective tax rate of 29.3%. Provision for income taxes for the six months ended June 30, 2018 totaled $45.3 million, resulting in an effective tax rate of 17.2%.

The decrease in provision for income taxes was primarily driven by the $173.6 million decrease in income before income taxes. This decrease was partially offset by a lower proportion of income before taxes attributable to non-U.S. jurisdictions, which includes losses not anticipated to provide a tax benefit to the Company in the future.

Outlook

As discussed above, we have operated in a difficult business environment for the first six months of 2019 compared to the prior year. The timing and magnitude of improvement in the underlying macroeconomic conditions through the remainder of the year remains uncertain. However, we have executed on a number of working capital and business excellence initiatives to improve operating results and cash generation, and we continue to expand these efforts. In addition, we continue to evaluate various strategic alternatives and we are making significant progress on our ongoing strategic review of our business portfolio.

Selected Segment Information

The following sections describe net sales, Adjusted EBITDA, and Adjusted EBITDA margin by segment for the three and six months ended June 30, 2019 and 2018. Inter-segment sales have been eliminated. Refer to Note 14 in the condensed consolidated financial statements for further information on our segments, as well as for a detailed definition of Adjusted EBITDA and a reconciliation of income before income taxes to segment Adjusted EBITDA.

Latex Binders Segment

Our Latex Binders segment produces styrene-butadiene latex (“SB latex”) and other latex polymers and binders primarily for coated paper and packaging board, carpet and artificial turf backings, as well as a number of performance latex applications, such as adhesive, building and construction, and the technical textile paper market.

($ in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	% Change	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	% Change
Net sales	$ 230.2	$ 280.8	(18) %	$ 454.1	$ 536.1	(15) %
Adjusted EBITDA	$ 20.6	$ 36.0	(43) %	$ 38.1	$ 63.5	(40) %
Adjusted EBITDA margin	9 %	13 %		8 %	12 %	

Three Months Ended – June 30, 2019 vs. June 30, 2018

Of the 18% decrease in net sales, 14% was due to lower pricing from the pass through of lower raw material costs, primarily styrene and butadiene, and 2% was due to lower sales volume in the graphical paper and carpet markets. There was an additional 2% decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Adjusted EBITDA decreased by $15.4 million, or 43%, including a 39% decrease due to lower margins from raw material dynamics, competitive market conditions and global market uncertainty, in addition to a 2% decrease due to lower sales volume in the graphical paper and carpet markets.

Six Months Ended – June 30, 2019 vs. June 30, 2018

The 15% decrease in net sales was almost entirely due to lower pricing from the pass through of lower raw material costs, primarily styrene and butadiene.

Adjusted EBITDA decreased by $25.4 million, or 40%, primarily due to lower margins from raw material dynamics, competitive market conditions and global market uncertainty.

Synthetic Rubber Segment

Our Synthetic Rubber segment produces styrene-butadiene and polybutadiene-based rubber products used predominantly in high-performance tires, impact modifiers and technical rubber products, such as conveyor belts, hoses, seals and gaskets. We have a broad synthetic rubber technology and product portfolio, focusing on specialty products, such as solution styrene-butadiene rubber (“SSBR”), nickel polybutadiene rubber (“Ni-PBR”), and neodymium polybutadiene rubber (“Nd-PBR”), while also producing core products, such as emulsion styrene-butadiene rubber (“ESBR”).

($ in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	% Change	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	% Change
Net sales	$ 112.1	$ 155.3	(28) %	$ 236.7	$ 304.5	(22) %
Adjusted EBITDA	$ 12.9	$ 30.6	(58) %	$ 21.7	$ 56.2	(61) %
Adjusted EBITDA margin	12 %	20 %		9 %	18 %	

Three Months Ended – June 30, 2019 vs. June 30, 2018

Of the 28% decrease in net sales, 18% was due to lower sales volume, primarily related to decreased sales of SSBR and ESBR, and 5% was due to lower pricing from the pass through of lower raw material costs, primarily styrene and butadiene. An additional 5% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Adjusted EBITDA decreased by $17.7 million, or 58%. Lower sales volume resulted in a 27% decrease, and lower margins resulted in a 21% decrease from unfavorable net timing impacts, when compared to the prior year. In addition, higher fixed costs, due mainly to lower fixed cost absorption in the current period, resulted in an 11% decrease.

Six Months Ended – June 30, 2019 vs. June 30, 2018

Of the 22% decrease in net sales, 14% was due to lower sales volume, primarily related to SSBR and ESBR as a result of weakness in the global tire market, and 5% was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period. An additional 4% decrease was due to lower pricing from the pass through of lower raw material costs, primarily styrene and butadiene.

Adjusted EBITDA decreased by $34.5 million, or 61%. Lower margins resulted in a 27% decrease due mainly to unfavorable net timing impacts, and lower sales volume resulted in a 27% decrease primarily as a result of weakness in the global tire market. In addition, higher fixed costs, due mainly to a lower level of fixed cost absorption, resulted in a 10% decrease.

Performance Plastics Segment

Our Performance Plastics segment consists of a variety of compounds and blends, our ABS, SAN, PC businesses, and our soft-touch polymers and bioplastics business, which includes thermoplastic elastomers ("TPEs"). We are a producer of highly engineered compounds and blends for automotive end markets, as well as consumer electronics, medical, electrical, lighting, building and construction, appliances, and footwear.

	Three Months Ended June 30,			Six Months Ended June 30,		
($ in millions)	**2019**	**2018**	**% Change**	**2019**	**2018**	**% Change**
Net sales	$ 347.5	$ 412.8	(16) %	$ 716.8	$ 815.6	(12) %
Adjusted EBITDA	$ 34.2	$ 48.9	(30) %	$ 69.9	$ 114.3	(39) %
Adjusted EBITDA margin	10 %	12 %		10 %	14 %	

Three Months Ended – June 30, 2019 vs June 30, 2018

Of the 16% decrease in net sales, 12% was due to lower pricing from the pass through of lower styrene costs as well as lower PC prices due to lower industry operating rates. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

Adjusted EBITDA decreased by $14.7 million, or 30%. Lower margins, mainly related to ABS and PC, resulted in a $20.7 million, or 42% decrease in Adjusted EBITDA, due mainly to general market weakness as well as additional supply in the PC market. These impacts were partially offset by an increase of $6.0 million, or 12%, from lower fixed costs due to significant fixed cost under absorption in the prior year from a planned maintenance outage.

Six Months Ended – June 30, 2019 vs June 30, 2018

Of the 12% decrease in net sales, 12% was due to lower pricing from the pass through of lower styrene costs as well as lower PC prices due to lower industry operating rates. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period, which was offset by a 3% increase attributable to higher sales volume, mainly PC.

Adjusted EBITDA decreased by $44.4 million, or 39%. Lower margins, mainly related to ABS and PC, resulted in a $53.7 million, or 47%, decrease in Adjusted EBITDA, due primarily to general market weakness as well as additional supply in the PC market. These impacts were partially offset by higher sales volume, mainly in PC, which resulted in a $9.6 million, or 8% increase in Adjusted EBITDA.

Polystyrene Segment

Our product offerings in our Polystyrene segment include a variety of general purpose polystyrenes ("GPPS") and polystyrene that has been modified with polybutadiene rubber to increase its impact resistant properties ("HIPS"). These products provide customers with performance and aesthetics at a low cost across applications, including appliances, packaging, including food packaging and food service disposables, consumer electronics, and building and construction materials.

($ in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	% Change	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	% Change
Net sales	$ 207.1	$ 285.6	(27) %	$ 435.6	$ 525.2	(17) %
Adjusted EBITDA	$ 16.2	$ 13.7	18 %	$ 32.9	$ 23.3	41 %
Adjusted EBITDA margin	8 %	5 %		8 %	4 %	

Three Months Ended – June 30, 2019 vs. June 30, 2018

Of the 27% decrease in net sales, 14% was due to lower sales volume mainly from customer destocking in the current year in comparison to customer restocking in the prior year, as well as an 11% decrease due to lower pricing from the pass through of lower styrene costs to our customers. There was an additional 3% decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

The $2.5 million, or 18%, increase in Adjusted EBITDA was primarily due to higher margins, which resulted in a $3.6 million, or 26%, increase, as well as fixed cost improvements which resulted in a $3.6 million, or 26%, increase. These increases were partially offset by a $4.4 million, or 32% decrease due to lower sales volume, as well as a $0.3 million, or 2%, decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period

Six Months Ended – June 30, 2019 vs. June 30, 2018

Of the 17% decrease in net sales, 17% was due to lower pricing from the pass through of lower styrene costs to our customers, as well a 3% decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period. These decreases were partially offset by a 4% increase attributable to higher sales volume from significant customer destocking during the first quarter of the prior year.

The $9.6 million, or 41%, increase in Adjusted EBITDA was primarily due to higher margins, which resulted in a $7.7 million, or 33% increase as well as increased sales volume, which resulted in a $2.0 million, or 9% increase.

Feedstocks Segment

The Feedstocks segment includes the Company’s production and procurement of styrene monomer outside of North America, which is used as a key raw material for the production of polystyrene, expandable polystyrene, SAN resins, SA latex, SB latex, ABS resins, unsaturated polyethylene resins, and styrene-butadiene rubber.

($ in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	% Change	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	% Change
Net sales	$ 54.9	$ 102.1	(46) %	$ 121.7	$ 176.7	(31) %
Adjusted EBITDA	$ (0.6)	$ 32.4	(102)%	$ 16.6	$ 73.9	(78) %
Adjusted EBITDA margin	(1) %	32 %		14 %	42 %	

Three Months Ended – June 30, 2019 vs. June 30, 2018

Of the 46% decrease in net sales, 32% was due to lower styrene-related sales volume as well as a 12% decrease due to lower pricing from the pass through of lower styrene prices. There was an additional 2% decrease due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

The decrease of $33 million, or 102%, in Adjusted EBITDA was primarily due to lower margins from weaker market conditions and lower production, which resulted in a net $32.3 million, or 100%, decrease. The lower production was a result of an outage at the Company’s Boehlen, Germany styrene production facility which ended in July 2019. There was also a $1.9 million, or 6%, decrease due to higher fixed costs.

Six Months Ended – June 30, 2019 vs. June 30, 2018

Of the 31% decrease in net sales, 18% was due to lower pricing from the pass through of lower styrene prices and 10% was due to lower styrene-related sales volume. An additional 3% decrease was due to currency impacts as the euro weakened in comparison to the U.S. dollar during the period.

The decrease of $57.3 million, or 78%, in Adjusted EBITDA was primarily due to lower margins, as there were a significant number of unplanned industry outages leading to higher margins in the prior year, and lower production volume in the current year period.

Americas Styrenics Segment

This segment consists solely of the equity earnings from of our 50%-owned joint venture, Americas Styrenics, a producer of both styrene monomer and polystyrene in North America. Styrene monomer is a basic building block of plastics and a key input to many of the Company's products, as well as a key raw material for the production of polystyrene. Major applications for the polystyrene products Americas Styrenics produces include appliances, food packaging, food service disposables, consumer electronics, and building and construction materials.

($ in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	% Change	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018	% Change
Adjusted EBITDA*	$ 40.3	$ 33.2	21 %	$ 72.5	$ 78.8	(8) %

** The results of this segment are comprised entirely of earnings from Americas Styrenics, our equity method investment. As such, Adjusted EBITDA related to this segment is included within "Equity in earnings of unconsolidated affiliates" in the condensed consolidated statements of operations.*

Three Months Ended – June 30, 2019 vs. June 30, 2018

The increase in Adjusted EBITDA was mainly due to a production outage at the Company's St. James, LA styrene manufacturing facility in the prior year.

Six Months Ended – June 30, 2019 vs. June 30, 2018

The decrease in Adjusted EBITDA was mainly due to lower year-over-year styrene margins in the current year as the Company's results were positively impacted by several industry outages in the prior year.

Non-GAAP Performance Measures

We present Adjusted EBITDA as a non-GAAP financial performance measure, which we define as income from continuing operations before interest expense, net; provision for income taxes; depreciation and amortization expense; loss on extinguishment of long-term debt; asset impairment charges; gains or losses on the dispositions of businesses and assets; restructuring charges; acquisition related costs and other items. In doing so, we are providing management, investors, and credit rating agencies with an indicator of our ongoing performance and business trends, removing the impact of transactions and events that we would not consider a part of our core operations.

There are limitations to using the financial performance measures such as Adjusted EBITDA. This performance measure is not intended to represent net income or other measures of financial performance. As such, it should not be used as an alternative to net income as an indicator of operating performance. Other companies in our industry may define Adjusted EBITDA differently than we do. As a result, it may be difficult to use this or similarly-named financial measures that other companies may use, to compare the performance of those companies to our performance. We compensate for these limitations by providing a reconciliation of this performance measure to our net income, which is determined in accordance with GAAP.

Adjusted EBITDA is calculated as follows for the three and six months ended June 30, 2019 and 2018:

(in millions)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Net income	**$ 28.0**	**$ 98.3**	**$ 63.8**	**$ 218.6**
Interest expense, net	9.9	10.8	20.1	25.7
Provision for income taxes	15.7	20.4	26.5	45.3
Depreciation and amortization	34.7	32.3	68.7	64.3
EBITDA [a]	$ 88.3	$ 161.8	$ 179.1	$ 353.9
Loss on extinguishment of long-term debt	—	0.2	—	0.2
Net gain on disposition of businesses and assets	—	—	(0.2)	(0.5)
Restructuring and other charges [b]	(0.3)	1.2	0.1	1.7
Acquisition transaction and integration costs [c]	0.7	0.2	0.7	0.6
Other items [d]	14.1	6.8	25.1	9.2
Adjusted EBITDA	$ 102.8	$ 170.2	$ 204.8	$ 365.1

(a) EBITDA is a non-GAAP financial performance measure that we refer to in making operating decisions because we believe it provides our management as well as our investors and credit agencies with meaningful information regarding the Company's operational performance. We believe the use of EBITDA as a metric assists our board of directors, management and investors in comparing our operating performance on a consistent basis. Other companies in our industry may define EBITDA differently than we do. As a result, it may be difficult to use EBITDA, or similarly-named financial measures that other companies may use, to compare the performance of those companies to our performance. We compensate for these limitations by providing reconciliations of our EBITDA results to our net income, which is determined in accordance with GAAP.

(b) Restructuring and other charges for the three and six months ended June 30, 2019 and 2018 primarily relate to decommissioning, contract termination, and employee termination benefit charges incurred in connection with the upgrade and replacement of our compounding facility in Terneuzen, The Netherlands as well as our decision to cease manufacturing activities at our latex binders manufacturing facility in Livorno, Italy. Refer to Note 15 in the condensed consolidated financial statements for further information regarding restructuring activities.

(c) Acquisition, transaction, and integration costs for the three and six months ended June 30, 2019 and 2018 primarily relate to advisory and professional fees incurred in conjunction with the our acquisition of production assets in Rheinmünster, Germany and our acquisition of API Plastics, respectively.

(d) Other items for the three and six months ended June 30, 2019 and 2018 primarily relate to advisory and professional fees incurred in conjunction with our initiative to transition business services from Dow, including certain administrative services such as accounts payable, logistics, and IT services. Also included within other items for the three and six months ended June 30, 2019 are fees incurred in conjunction with certain of the Company's strategic initiatives.

Liquidity and Capital Resources

Cash Flows

The table below summarizes our primary sources and uses of cash for the six months ended June 30, 2019 and 2018. We have derived the summarized cash flow information from our unaudited financial statements.

(in millions)	Six Months Ended June 30, 2019	2018
Net cash provided by (used in):		
Operating activities	$ 234.0	$ 182.4
Investing activities	(46.9)	(56.7)
Financing activities	(101.9)	(102.5)
Effect of exchange rates on cash	(1.6)	(4.6)
Net change in cash, cash equivalents, and restricted cash	$ 83.6	$ 18.6

Operating Activities

Net cash provided by operating activities during the six months ended June 30, 2019 totaled $234.0 million, inclusive of $52.5 million in dividends from Americas Styrenics. Net cash provided by operating assets and liabilities for the six months ended June 30, 2019 totaled $107.7 million, noting decreases in inventories of $50.7 million and accounts receivable of $24.1 million, and an increase in accounts payable and other current liabilities of $45.1 million. This activity was partially offset by a decrease in income taxes payable of $11.2 million. The decrease in inventories was primarily due to decreased raw material prices. Accounts receivable at the end of the second quarter decreased relative to the end of 2018 primarily due to decreased raw material prices as well as lower volumes. The increase in accounts payable was due to timing of vendor payments, while the decrease in income taxes payable was primarily due to the overall reduction in earnings before income taxes.

Net cash provided by operating activities during the six months ended June 30, 2018 totaled $182.4 million, inclusive of $67.5 million in dividends from Americas Styrenics. Net cash used in operating assets and liabilities for the six months ended June 30, 2018 totaled $91.8 million, noting increases in accounts receivable of $83.0 million and inventories of $31.0 million, and decreases in income taxes payable of $20.2 million. This activity was partially offset by an increase in accounts payable and other current liabilities of $31.8 million Accounts receivable at the end of the second quarter increased relative to the end of 2017 primarily due to the pass through of increased raw material prices to our customers as well as increases sales volume. The increase in inventories was primarily due to increased raw material prices, partially offset by the sale of inventory that had been built in anticipation of planned turnarounds which occurred during the second quarter. The decrease in income taxes payable was a result of payment of certain cash taxes during the second quarter in our primary operating jurisdictions. The increase in accounts payable was primarily due to increases in raw material prices as well as timing of vendor payments.

Investing Activities

Net cash used in investing activities during the six months ended June 30, 2019 totaled $46.9 million, primarily resulting from capital expenditures of $47.6 million. Net cash used in investing activities during the six months ended June 30, 2018 totaled $56.7 million, primarily resulting from capital expenditures of $59.5 million. This was partially offset by proceeds received of $1.8 million from the sale of businesses and other assets, primarily comprised of $1.3 million received as a prepayment in connection with the Company's preliminary agreement for the sale of certain land in Livorno, Italy (refer to Note 15 within the condensed consolidated financial statements for further information).

Financing Activities

Net cash used in financing activities during the six months ended June 30, 2019 totaled $101.9 million. This activity was primarily due to $59.1 million of payments related to the repurchase of ordinary shares, $33.8 million of dividends paid, $3.5 million of net principal payments related to our 2024 Term Loan B during the period, and $2.3 million net repayments of short-term borrowings. Additionally, net cash used in financing activities included $4.0

million of withholding taxes paid related to the vesting of certain RSUs during the period, partially offset by $0.8 million of proceeds received from the exercise of option awards.

Net cash used in financing activities during the six months ended June 30, 2018 totaled $102.5 million. This activity was primarily due to $60.5 million of payments related to the repurchase of ordinary shares, $31.8 million of dividends paid, and $3.5 million of net principal payments related to our 2024 Term Loan B during the period. Additionally, net cash used in financing activities included $8.3 million of withholding taxes paid related to the vesting of certain RSUs during the period, partially offset by $2.3 million of proceeds received from the exercise of option awards.

Free Cash Flow

We use Free Cash Flow as a non-GAAP measure to evaluate and discuss the Company's liquidity position and results. Free Cash Flow is defined as cash from operating activities, less capital expenditures. We believe that Free Cash Flow provides an indicator of the Company's ongoing ability to generate cash through core operations, as it excludes the cash impacts of various financing transactions as well as cash flows from business combinations that are not considered organic in nature. We also believe that Free Cash Flow provides management and investors with a useful analytical indicator of our ability to service our indebtedness, pay dividends (when declared), and meet our ongoing cash obligations.

Free Cash Flow is not intended to represent cash flows from operations as defined by GAAP, and therefore, should not be used as an alternative for that measure. Other companies in our industry may define Free Cash Flow differently than we do. As a result, it may be difficult to use this or similarly-named financial measures that other companies may use, to compare the liquidity and cash generation of those companies to our own. We compensate for these limitations by providing a reconciliation to cash provided by operating activities, which is determined in accordance with GAAP.

	Six Months Ended June 30,	
(in millions)	**2019**	**2018**
Cash provided by operating activities	$ 234.0	$ 182.4
Capital expenditures	(47.6)	(59.5)
Free Cash Flow	$ 186.4	$ 122.9

Refer to the discussion above for significant impacts to cash provided by operating activities for the six months ended June 30, 2019 and 2018.

Capital Resources and Liquidity

We require cash principally for day-to-day operations, to finance capital investments and other initiatives, to purchase materials, to service our outstanding indebtedness, and to fund the return of capital to shareholders via dividend payments and ordinary share repurchases, when deemed appropriate. Our sources of liquidity include cash on hand, cash flow from operations, and amounts available under the Senior Credit Facility and the Accounts Receivable Securitization Facility (discussed further below).

As of June 30, 2019 and December 31, 2018, we had $1,191.9 million and $1,192.4 million, respectively, in outstanding indebtedness and $1,059.4 million and $1,094.3 million, respectively, in working capital. In addition, as of June 30, 2019 and December 31, 2018, we had $74.5 million and $113.7 million, respectively, of foreign cash and cash equivalents on our balance sheet, outside of our country of domicile of Luxembourg, all of which is readily convertible into other foreign currencies, including the U.S. dollar. Our intention is not to permanently reinvest our foreign cash and cash equivalents. Accordingly, we record deferred income tax liabilities related to the unremitted earnings of our subsidiaries.

The following table outlines our outstanding indebtedness as of June 30, 2019 and December 31, 2018 and the associated interest expense, including amortization of deferred financing fees and debt discounts. Effective interest rates for the borrowings included in the table below exclude the impact of deferred financing fee amortization, certain other fees charged to interest expense (such as fees for unused commitment fees during the period), and the impacts of derivatives designated as hedging instruments. For definitions of capitalized terms not included herein, refer to our Annual Report .

($ in millions)	As of and for the Six Months Ended June 30, 2019 Balance	Effective Interest Rate	Interest Expense	As of and for the Year Ended December 31, 2018 Balance	Effective Interest Rate	Interest Expense
Senior Credit Facility						
2024 Term Loan B	$ 687.8	4.5 %	$ 16.2	$ 691.3	4.1 %	$ 31.6
2022 Revolving Facility	—	—	1.6	—	—	2.9
2025 Senior Notes	500.0	5.4 %	6.1	500.0	5.4 %	16.1
Accounts Receivable Securitization Facility	—	—	0.8	—	—	1.5
Other indebtedness*	4.1	3.3 %	—	1.1	4.8 %	0.1
Total	$ 1,191.9		$ 24.7	$ 1,192.4		$ 52.2

**For the six months ended June 30, 2019, interest expense on "Other indebtedness" totaled less than $0.1 million.*

Our Senior Credit Facility includes the 2022 Revolving Facility, which matures in September 2022, and has a borrowing capacity of $375.0 million. As of June 30, 2019, the Company had no outstanding borrowings, and had $360.9 million (net of $14.1 million outstanding letters of credit) of funds available for borrowing under the 2022 Revolving Facility. Further, as of June 30, 2019, the Company is required to pay a quarterly commitment fee in respect of any unused commitments under the 2022 Revolving Facility equal to 0.375% per annum.

Also included in our Senior Credit Facility is our 2024 Term Loan B (with original principal of $700.0 million, maturing in September 2024), which requires scheduled quarterly payments in amounts equal to 0.25% of the original principal. The stated interest rate on our 2024 Term Loan B is LIBOR plus 2.00% (subject to a 0.00% LIBOR floor). The Company made net principal payments of $3.5 million on the 2024 Term Loan B during the six months ended June 30, 2019, with an additional $7.0 million of scheduled future payments classified as current debt on the Company's condensed consolidated balance sheet as of June 30, 2019.

Our 2025 Senior Notes, as issued under the Indenture, include $500.0 million aggregate principal amount of 5.375% senior notes that mature on September 1, 2025. Interest on the 2025 Senior Notes is payable semi-annually on May 3 and November 3 of each year, which commenced on May 3, 2018. These notes may be redeemed prior to their maturity at the option of the Company under certain circumstances at specific redemption prices. Refer to our Annual Report for further information.

We continue to maintain our Accounts Receivable Securitization Facility which has a borrowing capacity of $150.0 million and matures in September 2021. As of June 30, 2019, there were no amounts outstanding under this facility, and the Company had approximately $134.2 million of accounts receivable available to support this facility, based on the pool of eligible accounts receivable.

Our ability to raise additional financing and our borrowing costs may be impacted by short- and long-term debt ratings assigned by independent rating agencies, which are based, in significant part, on our performance as measured by certain credit metrics such as interest coverage and leverage ratios.

We and our subsidiaries, affiliates or significant shareholders may from time to time seek to retire or purchase our outstanding debt through cash purchases in the open market, privately negotiated transactions, exchange transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

Trinseo Materials Operating S.C.A. and Trinseo Materials Finance, Inc. (the "Issuers" of our 2025 Senior Notes and "Borrowers" under our Senior Credit Facility) are dependent upon the cash generation and receipt of distributions and dividends or other payments from our subsidiaries and joint venture in order to satisfy their debt obligations. There are no known significant restrictions by third parties on the ability of subsidiaries of the Company to disburse or dividend funds to the Issuers and the Borrowers in order to satisfy these obligations. However, as the Company's subsidiaries are located in a variety of jurisdictions, the Company can give no assurances that our subsidiaries will not face transfer restrictions in the future due to regulatory or other reasons beyond our control.

The Senior Credit Facility and Indenture also limit the ability of the Borrowers and Issuers, respectively, to pay dividends or make other distributions to Trinseo S.A., which could then be used to make distributions to shareholders. During the six months ended June 30, 2019, the Company declared dividends of $0.80 per ordinary share, totaling $32.9 million, of which $17.2 million, inclusive of dividend equivalents, remains accrued as of June 30, 2019 and the majority of which will be paid in July 2019. These dividends are well within the available capacity under the terms of the restrictive covenants contained in the Senior Credit Facility and Indenture. Further, significant additional capacity continues to be available under the terms of these covenants to support expected future dividends to shareholders, should the Company continue to declare them.

The Company's cash flow generation in recent years has been strong, with positive cash flows expected to continue for full year 2019. During the six months ended June 30, 2019, under authority from our board of directors, the Company purchased approximately 1.2 million ordinary shares from our shareholders through open market transactions for an aggregate purchase price of $59.1 million. We believe that funds provided by operations, our existing cash, cash equivalent, and restricted cash balances, borrowings available under our 2022 Revolving Facility and our Accounts Receivable Securitization Facility will be adequate to meet planned operating and capital expenditures for at least the next 12 months under current operating conditions, while also providing the Company the ability to return capital to our shareholders via dividend payments and share repurchases. Nevertheless, our ability to generate future cash and to pay our indebtedness and fund other liquidation needs is subject to certain risks described under Part I, Item 1A-"Risk Factors" of our Annual Report . As of June 30, 2019, we were in compliance with all the covenants and default provisions under our debt agreements. Refer to our Annual Report for further information on the details of the covenant requirements.

Contractual Obligations and Commercial Commitments

There have been no material revisions outside the ordinary course of business to our contractual obligations as described within "Management's Discussion and Analysis of Financial Condition and Results of Operations – Contractual Obligations and Commercial Commitments" within our Annual Report .

Critical Accounting Policies and Estimates

Our unaudited interim condensed consolidated financial statements are based on the selection and application of significant accounting policies. The preparation of unaudited interim condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and revenues and expenses at the date of and during the reporting period. Actual results could differ from those estimates. However, we are not currently aware of any reasonably likely events or circumstances that would result in materially different results.

We describe our significant accounting policies in Note 2, Basis of Presentation and Summary of Significant Accounting Policies, in the Notes to Consolidated Financial Statements included in our Annual Report , while we discuss our critical accounting policies and estimates in "Management's Discussion and Analysis of Financial Condition and Results of Operations" within our Annual Report . There have been no material revisions to the significant accounting policies or critical accounting policies and estimates as filed in our Annual Report , other than the impacts to our significant accounting policies from the adoption of lease accounting guidance adopted January 1, 2019, discussed further within Notes 2 and 18 to the condensed consolidated financial statements.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Recent Accounting Pronouncements

We describe the impact of recent accounting pronouncements in Note 2 to our condensed consolidated financial statements, included elsewhere within this Quarterly Report.

Item 3. Quantitative and Qualitativ e Disclosures About Market Risk

As discussed in "Quantitative and Qualitative Disclosures About Market Risk" within our Annual Report , we are exposed to changes in interest rates and foreign currency exchange rates as well as changes in the prices of certain commodities that we use in production. There have been no material changes in our exposure to market risks from the information provided within our Annual Report .

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining internal controls designed to provide reasonable assurance that information required to be disclosed by us in our reports that we file or submit under the Exchange Act (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, with the participation of our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as of June 30, 2019. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report were effective to provide the reasonable level of assurance described above.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the quarter ended June 30, 2019 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceeding s

From time to time we may be subject to various legal claims and proceedings incidental to the normal conduct of business, relating to such matters as product liability, antitrust, competition, waste disposal practices, release of chemicals into the environment and other matters that may arise in the ordinary course of our business. We currently believe that there is no litigation pending that is likely to have a material adverse effect on our business. Regardless of the outcome, legal proceedings can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors

Our business faces various risks. Certain important factors may have a material adverse effect on our business prospects, financial condition and results of operations, and you should carefully consider them. Accordingly, in evaluating our business, we encourage you to consider the risk factors related to our ordinary shares as well those risk factors related to our business and industry which have been previously disclosed in Part 1, Item 1A of our Annual Report for the year ended December 31, 2018, for which there have been no material changes. We encourage you to consider these risks, in their entirety, in addition to other information contained in or incorporated by reference into this Quarterly Report and our other public filings with the SEC. Other events that we do not currently anticipate or that we currently deem immaterial may also affect our business, prospects, financial condition and results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(a) Recent sales of unregistered securities

None.

(b) Use of Proceeds from registered securities

None.

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table contains information regarding purchases of our ordinary shares made during the quarter ended June 30, 2019 by or on behalf of the Company or any "affiliated purchaser," as defined by Rule 10b-18(a)(3) of the Securities Exchange Act of 1934:

Issuer Purchases of Equity Securities

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate number of shares that may yet be purchased under the plans or programs	
April 1 - April 30, 2019	210,000	$ 47.15	210,000	329,333	(1)
May 1 - May 31, 2019	219,847	$ 41.30	219,847	109,486	(1)
June 1 - June 30, 2019	70,153	$ 39.41	70,153	4,000,000	(2)
Total	500,000	$ 43.49	500,000		

(1) The general meeting of our shareholders on June 21, 2017 authorized the Company to sunset the 2016 share repurchase authorization and replace it with a new authorization to repurchase up to 4.0 million ordinary shares at a price per share of not less than $1.00 and not more than $1,000.00. This authorization was to sunset on June 21, 2020 or on the date of its renewal or termination by a subsequent general meeting of shareholders. On June 22, 2017 the Company announced that the board of directors had authorized the Company to repurchase, subject to market and other conditions, up to 2.0 million shares over the subsequent 18 months under the 2017 share repurchase authorization. The Company concluded on the repurchase of the initial 2.0 million ordinary shares under this board authorization in October 2018. On November 8, 2018 the Company subsequently announced that the board of directors had authorized the Company to repurchase, subject to market and other conditions, the 2.0 million shares remaining under the 2017 share repurchase authorization.

(2) The general meeting of our shareholders on June 19, 2019 authorized the Company to sunset the 2017 share repurchase authorization and replace it with a new authorization to repurchase up to 4.0 million ordinary shares over the next eighteen months at a price per share of not less than $1.00 and not more than $1,000.00.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

See Exhibit Index.

EXHIBIT INDEX

Exhibit No.	Description
3.1	Amended and Restated Articles of Association of Trinseo S.A. (incorporated herein by reference to Exhibit 3.1 to the Quarterly Report filed on Form 10-Q, File No. 001-36473, filed August 3, 2018)
4.1	Form of Specimen Share Certificate of Trinseo S.A. (incorporated herein by reference to Exhibit 4.1 to Amendment No. 3 to the Registration Statement filed on Form S-1, File No. 333-194561, filed May 16, 2014)
4.2	Indenture among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc., and The Bank of New York Mellon, as Trustee, dated as of August 29, 2017 (incorporated herein by reference to Exhibit 4.1 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 5, 2017)
10.1	Credit Agreement among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc., together with Trinseo Holding S.à r.l. and Trinseo Materials S.à r.l., Deutsche Bank AG New York Branch, as administrative agent, collateral agent, L/C issuer and swing line lender, and the guarantors and lenders party thereto from time to time, dated as of September 6, 2017 (incorporated herein by reference to Exhibit 10.1 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 7, 2017)
10.2	Amendment to the Credit Agreement dated September 6, 2017 among Trinseo Materials Operating S.C.A., Trinseo Materials Finance, Inc., together with Trinseo Holding S.à r.l. and Trinseo Materials S.à r.l., Deutsche Bank AG New York Branch, as administrative agent, collateral agent, L/C issuer and swing line lender, and the guarantors and lenders party thereto from time to time, dated as of May 22, 2018 (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report filed on Form 10-Q, File No. 001-36473, filed August 3, 2018)
10.3	Form of Cross Currency Rate Swap Transaction Confirmation (incorporated herein by reference to Exhibit 10.2 to the Current Report filed on Form 8-K, File No. 001-36473, filed September 7, 2017)
10.4	Deed of Amendment and Restatement, dated September 28, 2018, entered into by and among Trinseo Europe GmbH, Trinseo Export GmbH, Trinseo Deutschland Anlagengesellschaft mbH, Trinseo Netherlands B.V., Trinseo LLC, Trinseo U.S. Receivables Company SPV LLC, Styron Receivables Funding Designated Activity Company, Trinseo Finance Luxembourg S.à r.l., Luxembourg, Zweigniederlassung Horgen, Regency Assets Designated Activity Company, HSBC Bank plc, Trinseo Holding S.à r.l., TMF Administration Services Limited and the Law Debenture Trust Corporation plc (incorporated herein by reference to Exhibit 10.4 to the Quarterly Report on Form 10-Q, File No. 001-36473, filed on November 9, 2018)
10.5	Employment Agreement between Trinseo LLC and David Stasse, dated April 29, 2019 (incorporated herein by reference to Exhibit 10.1 to the Current Report filed on Form 8-K, File No. 001-36473, filed on April 30, 2019)
10.6†	Employment Agreement between Trinseo Europe GmbH and Alice Heezen-Dokianos dated June 3, 2019
10.7†	Form of Executive Side Letter for Equity Grants
10.8	Amended and Restated Omnibus Incentive Plan (incorporated herein by reference to Exhibit 4.2 to the Form S-8, File No. 333-232925, filed on July 31, 2019)

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31.1†	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2†	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1†	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2†	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS†	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH†	XBRL Taxonomy Extension Schema Document
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document

† Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, duly authorized.

Date: August 9, 2019

TRINSEO S.A.

By:	/s/ Frank Bozich
Name:	Frank Bozich
Title:	President, Chief Executive Officer (Principal Executive Officer)

By:	/s/ David Stasse
Name:	David Stasse
Title:	Executive Vice President, Chief Financial Officer (Principal Financial Officer)

TRINSEO EUROPE GMBH

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this " Agreement "), dated as of June 3, 2019, is among Trinseo Europe GmbH, a Swiss limited liability company (Gesellschaft mit beschränkter Haftung) (the " Company "), and Alice Heezen -Dokianos of Zürcherstrasse 21, 8853 Lachen, Switzerland (the " Executive ").

W I T N E S S E T H

WHEREAS, the Company desires to continue to employ the Executive as Senior Vice President of Human Resources of the Company and to pay all of the Executive's compensation and other benefits described in this Agreement; and

WHEREAS, the Company and the Executive desire to update the terms and conditions of such employment by entering into this Agreement which shall define the terms of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. POSITION AND DUTIES.

(a) During the Employment Term (as defined in Section 2 hereof), the Executive shall serve as Senior Vice President of Human Resources of the Company and its ultimate parent company, Trinseo S.A. (" Parent "). In this capacity, the Executive shall have the duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies, and such other executive duties, authorities and responsibilities as may reasonably be assigned to the Executive that are not inconsistent with the Executive's position as Senior Vice President of Human Resources of the Company and the Parent. The Executive's principal place of employment with the Company shall be in Horgen, Switzerland, or such other location in Switzerland within 75 kilometers from Horgen as the Company may designate. However, the Executive is aware and accepts that she will be required to travel frequently for business purposes. The Executive shall report directly to the President and Chief Executive Officer of the Parent.

(b) During the Employment Term, the Executive shall devote all of the Executive's business time, energy, business judgment, knowledge and skill and the Executive's reasonable best efforts to the performance of the Executive's duties with the Company and the Parent, provided that the foregoing shall not prevent the Executive from (i) serving on the boards of directors of non-profit organizations and, with the prior written approval of the Board of the Parent (the "Board"), other for profit companies , (ii) participating in charitable, civic, educational, professional, community or industry affairs, and (iii) managing the Executive's passive personal investments so long as such activities in the aggregate do not violate Section 10 hereof, interfere or conflict with the Executive’s duties hereunder or create a business or fiduciary conflict. Any overtime worked by the Executive is fully compensated by the Base Salary (as defined in Section 3).

2. EMPLOYMENT TERM. The Company agrees to employ the Executive pursuant to the terms of this Agreement commencing on the date written above (the “Effective Date”). Either party may terminate this Agreement by giving six months' advance written notice. Notwithstanding the foregoing, the Executive’s employment hereunder may be earlier terminated in accordance with Section 6 hereof, subject to Section 7 hereof. The period of time between the Effective Date and the termination of the Executive’s employment hereunder shall be referred to herein as the “Employment Term.” No trial period shall apply to the employment. This Agreement may be conditioned on any, or all of, the Executive: (i) passing a background check; (ii) passing a screening for illegal and controlled substances; and (iii) confirming employment eligibility; and (iv) providing the Company with the results of a recent physical examination or other evidence showing the absence of any conditions that would preclude the Executive from fulfilling the obligations contemplated in this Agreement.

3. BASE SALARY. During the Employment Term, the Company agrees to pay the Executive an annual base salary of not less than 380,000 CHF (Swiss francs) gross per annum, payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive’s base salary shall be subject to annual review by the Board (or a committee thereof) during the first ninety (90) days of each calendar year, and the base salary in respect of such calendar year may be increased above, but not decreased below, its level for the preceding calendar year, by the Board. The base salary as determined herein and adjusted from time to time shall constitute “ Base Salary ” for purposes of this Agreement.

4. ANNUAL BONUS.

(a) During the Employment Term, the Executive shall be eligible for an annual discretionary cash performance bonus (an “ Annual Bonus ”) in respect of each calendar year that ends during the Employment Term, to the extent earned based on performance against objective performance criteria. The performance criteria for any particular calendar year shall be determined in good faith by the Board, no later than ninety (90) days after the commencement of such calendar year. The Executive’s targeted Annual Bonus for a calendar year shall equal 55% of the Executive’s Base Salary for such calendar year (the “ Target Bonus ”) if target levels of performance for such year are achieved, with greater or lesser amounts (including zero) paid for performance above and below target (such greater and lesser amounts to be determined by a formula established by the Board for such year when it establishes the targets and performance criteria for such year); provided that the Executive’s maximum Annual Bonus for any calendar year during the Employment Term shall equal 200% of the Target Bonus for such calendar year.

(b) The Executive’s Annual Bonus for a calendar year shall be determined by, and is subject to the discretion of, the Board after the end of the applicable calendar year based on the level of achievement of the applicable performance criteria, and shall be paid to the Executive in the calendar year following the calendar year to which such Annual Bonus relates at the same time annual bonuses are paid to other senior executives of the Company, subject to continued employment at the time of payment (except as otherwise provided in Section 7 hereof).

5. **EMPLOYEE BENEFITS.**

(a) **BENEFIT PLANS.** During the Employment Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to and which benefit any of the senior executives of the Company, on a basis no less favorable than that applicable to any such senior executives, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder. The Executive's participation in any such employee benefit plan shall be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time, if and to the extent allowed pursuant to the terms of such plan, provided that any such amendment may have no more adverse effect on the Executive than on any other participant in such plan. The Company may provide perquisites to the Executive at the discretion of the Board.

(b) **VACATIONS.** During the Employment Term, the Executive shall be entitled to paid vacation in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time , currently calculated as twenty-seven (27) days annually for the Executive.

(c) **BUSINESS EXPENSES.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, the Executive shall be reimbursed in accordance with the Company's expense reimbursement policies as in effect from time to time, for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Employment Term and in connection with the performance of the Executive's duties hereunder.

6. TERMINATION. Notwithstanding Section 2 above, the Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DEATH.** Automatically upon the date of death of the Executive.

(b) **CAUSE.** Immediately upon written notice by the Company to the Executive of a termination for cause (" *wichtiger Grund* ") as provided for in Swiss employment law ("Cause"). For the sake of clarity, to the extent not already provided for in Swiss law, Cause shall also include the following behaviors: (i) continued failure to follow the lawful and reasonable directives of the Board after written notice from the Board and a period of no less than thirty (30) days to cure such failure; (ii) willful misconduct or gross negligence in the performance of the Executive's duties; (iii) conviction of, or pleading of guilty or nolo contendere to, a non-vehicular felony; (iv) material violation of a material written Company or Parent policy that is not cured within fifteen (15) days of written notice from the Board; (v) performance of any material act of theft, embezzlement, fraud or misappropriation of or in respect of the Company's property; (vi) continued failure to cooperate in any audit or investigation of financial or business practices of the Company or Parent after written request for cooperation from the Board and a period of no less than ten (10) days to cure such failure; (vii) commission of any criminal act or other act involving moral turpitude, sexual harassment or drug violations (after an independent investigation concludes that such acts occurred and Executive has been presented with opportunity to participate in the investigation) ; (viii) commission of any willful act which brings public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon Company or Parent and, as a result of such act or involvement, reduces the commercial value of Company's or Parent's association with Executive; (ix) willful actions (other than legal action or arbitration arising out of this Agreement) or making or authorizing statements in derogation of Company or Parent or their products and such actions or statements become public during the Term that result in damage to the business of the Company ; or (x) breach of any of the restrictive covenants set forth in Section 10 hereof or in any other written agreement between the Executive and the Company and/or its Affiliate that causes material and demonstrable harm to the Company or Parent and that is not cured within fifteen (15) days of written notice from the Board.

For purposes of this Section 6(b), no act, or failure to act, on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company.

7. CONSEQUENCES OF TERMINATION.

(a) **DEATH.** In the event that the Executive's employment and the Employment Term ends on account of the Executive's death, the Executive or the Executive's estate, as the case may be, shall be entitled to the following (with the amounts due under Sections 7(a)(i) through 7(a)(v) hereof to be paid, unless otherwise provided below, within sixty (60) days following termination of employment, or such earlier date as may be required by applicable law):

(i) any unpaid Base Salary through the date of termination;

(ii) any Annual Bonus earned but unpaid with respect to the calendar year ending on or preceding the date of termination;

(iii) an amount equal to the pro-rata portion of the Executive's Target Bonus for the calendar year of termination (determined by multiplying the Target Bonus for the year of termination by a fraction, the numerator of which is the number of days during the calendar year of termination that the Executive is employed by the Company and the denominator of which is 365);

(iv) reimbursement for any unreimbursed business expenses incurred through the date of termination;

(v) payment in respect of any accrued but unused vacation time in accordance with Company policy;

(vi) all other payments, benefits or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, or fringe benefit plan or program or grant or this Agreement (collectively, Sections 7(a)(i) through 7(a)(vi) hereof shall be hereafter referred to as the " Accrued Benefits ") and

(vii) if the Executive is survived by a spouse, a registered partner, children who are minors or, in the absence of such heirs, other persons to whom she had a duty to provide support, the Base Salary for one month or, if the Executive had completed more than five years of service, for two months;

(b) **TERMINATION FOR CAUSE BY THE COMPANY; TERMINATION BY THE EXECUTIVE.** If the Executive's employment is terminated (x) by the Company for Cause or (y) by the Executive for whatsoever reason, the Company shall pay to the Executive the Accrued Benefits; except for Section 7(a) (iii) . If the Executive terminates the Agreement, then t he Company may elect to: (i) accelerate the Executive's termination date which shall not be considered a termination by the Company without Cause; and (ii) transition Executive's duties and responsibilities to others during the notice period. However, in the event that the Executive terminates the Agreement and t he Company elects to accelerate the Executive's termination date, then the Executive will continue to receive Base Salary through the expiration of the notice period.

(c) **TERMINATION WITHOUT CAUSE.** If the Executive's employment by the Company is terminated by the Company other than for Cause, the Company shall pay or provide the Executive with the following, subject to the provisions of Section 24 hereof:

(i) the Accrued Benefits;

(ii) subject to the Executive's not engaging in a Material Covenant Violation as defined hereinafter or any other breach of Section 10 hereof that is not cured within fifteen (15) days of written notice from the Board (a " Material Cooperation Violation "), the Executive shall be entitled to an amount equal to one of the following (the applicable amount determined below to be referred to herein as the " Severance Amount "):

an amount equal to one and one-half (1.5) multiplied by the sum of the Executive's then current annual Base Salary and Target Bonus for the year of termination, paid in equal monthly installments for a period of eighteen (18) months following such termination. Payments and benefits provided in this Section 7(c) shall be in lieu of any notice period as defined in Section 2 , termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under applicable law and shall be reduced by such number of monthly installments that corresponds to the number of months by which the notice period is extended based art. 336c CO, provided that the aggregate severance benefits payable hereunder shall be no less than as required by applicable law.

A " Material Covenant Violation " shall mean a breach of any of the restrictive covenants set forth in Section 10 hereof or in any other written agreement between the Executive and the Company and/or any of the Company's or Parent's direct or indirectly controlled subsidiaries (each an " Affiliate ") that causes material and demonstrable harm to the Company and/or any Affiliate.

(d) **CHANGE IN CONTROL.**

(i) This Section 7(d) shall apply if the Executive's employment by the Company is terminated (x) by the Company other than for Cause, or (y) by the Executive for good reason as defined in art. 340c para 2 CO, in either case, during the two (2)-year period commencing upon a Change in Control. Subject to the Executive's not engaging in a Material Covenant Violation or a Material Cooperation Violation, upon a termination described in the preceding sentence, the Executive shall receive the benefits set forth in Section 7(c) hereof, except that in lieu of receiving the Severance Amount in installments as contemplated under Section 7(c)(ii) hereof, the Executive shall receive a lump sum payment equal to the Severance Amount on the date of such termination.

(ii) For purposes of this Agreement, the term " Change in Control " shall mean the consummation off the first transaction following the Effective Date, whether in a single transaction or in a series of related transactions, in which any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the U.S. Securities Exchange Act of 1934, as amended) (A) acquires (whether by merger, consolidation, or transfer or issuance of equity interests or otherwise) equity interests of the Parent (or any surviving or resulting entity) representing more than fifty percent (50%) of the outstanding voting securities or economic value of the Parent (or any surviving or resulting entity), or (B) acquires assets constituting all or substantially all (more than eighty percent (80%)) of the assets of the Parent and its subsidiaries (as determined on a consolidated basis).

8. OTHER OBLIGATIONS. Upon any termination of the Executive's employment with the Company and at any time before at the request of the Board, the Executive shall promptly resign from any other position as an officer, director or fiduciary of the Company, Parent and any Affiliate.

9. RELEASE; NO MITIGATION; NO SET-OFF. Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond the Accrued Benefits shall only be payable if the Executive signs and delivers to the Company a general release of claims in favor of the Company in substantially the form of Exhibit A attached hereto not earlier than 1 month and 1 day, but not later than 60 days after his employment has ended and does not revoke such General Release. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by a subsequent employer. The Company's obligations to pay the Executive amounts hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by the Executive to the Company or any Affiliates.

10. RESTRICTIVE COVENANTS.

(a) **CONFIDENTIALITY .** During the course of the Executive's employment with the Company, the Executive will learn confidential information regarding the Company. The Executive agrees that the Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of the Company, either during the period of the Executive's employment or at any time thereafter, any business and technical information or trade secrets, nonpublic, proprietary or confidential information, knowledge or data relating to the Company or any Affiliate, or received from third parties subject to a duty on the Company's or any Affiliates' part to maintain the confidentiality of such information and to use it only for certain limited purposes, in each case which shall have been obtained by the Executive during the Executive's employment by the Company. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). The Executive shall keep the terms and conditions of this Agreement strictly confidential, and the Executive hereby agrees not to disclose the terms and conditions hereof to any person or entity, other than immediate family members, legal advisors or personal tax or financial advisors, or prospective future employers solely for the purpose of disclosing the limitations on the Executive's conduct imposed by the provisions of this Section 10 who, in each case, shall be instructed by the Executive to keep such information confidential.

(b) **NONCOMPETITION.** The Executive acknowledges that the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company. Accordingly, during the Executive's employment hereunder and for a period of twenty-four (24) months (this period referred to herein as the " Restricted Period "), the Executive agrees that the Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with any material business of the Company or any Affiliate or in any other material business in which the Company or any Affiliate has taken material steps and has material plans, on or prior to the date or termination, to be engaged in on or after such date, in any locale of any country in which the Company or any Affiliate conducts business. Notwithstanding the foregoing, nothing herein shall prohibit the Executive from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its affiliates, so long as the Executive has no active participation in the business of such corporation.

(c) **NONSOLICITATION; NONINTERFERENCE.** During the Executive's employment with the Company and for the Restricted Period, the Executive agrees that the Executive shall not, except in the furtherance of the Executive's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) solicit, aid or induce any customer of the Company or an Affiliate to purchase goods or services then sold by the Company or any Affiliate from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer, (ii) solicit, aid or induce any employee, representative or agent of the Company or any Affiliate to leave such employment or retention or, in the case of employees, to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or any Affiliate, or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, or (iii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any Affiliate and any of their respective vendors, joint ventures or licensors. An employee, representative or agent shall be deemed covered by this Section 10(c) while so employed or retained and for a period of six (6) months thereafter. Notwithstanding the foregoing, the provisions of this Section 10(c) shall not be violated by general advertising or solicitation not specifically targeted at Company or Affiliate-related individuals or entities.

(d) **INTELLECTUAL PROPERTY RIGHTS.** The rights to inventions and designs made or conceived by the Executive individually or jointly while performing his employment activity and in performance of his contractual duties belong to the Company regardless of whether they are legally protected.

(i) The rights to inventions and designs, made or conceived by the Executive while performing his employment activity, but not during the performance of his contractual duties, shall be assigned by the Executive to the Company as of their inception, regardless of whether they are legally protected. The Executive is obliged to inform the Company in writing of any such inventions or designs. The Company is entitled to grant the rights to these inventions and designs to the Executive. Should the Company retain such rights the Executive will be entitled to a special reasonable compensation.

(ii) Other rights to any work products and any know-how, which the Executive creates or in which creation he participates while performing his employment activity belong exclusively to the Company. To the extent that work products (e.g., software, reports, documentations) are protected by copyrights, the Executive hereby assigns to the Company any and all rights related to such work products, particularly the copyright and any and all rights of use, including the rights of production and duplication, of publishing, to use, to license or to sell, to distribute over data or online media, to modify and develop further as well to develop new products on the basis of the work product of the Executive or on the basis of parts of such work product.

(e) **RETURN OF COMPANY PROPERTY.** On the date of the Executive's termination of employment with the Company for any reason (or at any time prior thereto at the Company's request), the Executive shall return all property belonging to the Company or any Affiliate (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company). Any retention right is excluded.

(f) **REASONABLENESS OF COVENANTS.** In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 10. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the Company and any Affiliate's trade secrets and confidential information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and its Affiliates and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. It is also agreed that the Affiliates will have the right to enforce all of the Executive's obligations to such Affiliates under this Agreement, including without limitation pursuant to this Section 10.

(g) **REFORMATION.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(h) **SURVIVAL OF PROVISIONS.** The obligations contained in Sections 10, 10 and 11 hereof shall survive the termination or expiration of the Employment Term and the Executive's employment with the Company and shall be fully enforceable thereafter.

11. COOPERATION. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that while employed by the Company and thereafter (to the extent it does not materially interfere with the Executive's employment or other business activities after employment by the Company), the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, the Affiliates and their respective representatives in defense of all claims that may be made against the Company or the Affiliates, and will assist the Company and the Affiliates in the prosecution of all claims that may be made by the Company or the Affiliates, to the extent that such claims may relate to the period of the Executive's employment with the Company. The Executive also agrees to promptly inform the Board (to the extent that the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Company or the Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or Affiliates with respect to such investigation, and shall not do so unless legally required. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating, telephonic, counsel and other expenses incurred by the Executive in complying with this Section 11 .

12. EQUITABLE RELIEF AND OTHER REMEDIES. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 and 10 hereof or Section 11 hereof would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to obtain equitable relief in the form of specific performance (*Realerfüllung*), a temporary restraining order, a temporary or permanent injunction or any other equitable reme dy which may then be available. In the event of a Material Covenant Violation or a Material Cooperation Violation by the Executive, any severance being paid to the Executive pursuant to this Agreement or otherwise shall immediately cease unless otherwise prohibited by applicable law. In case of a breach by the Executive of any of the covenants contained in Section 10 or Section 11 hereof (i) any Severance Amount payable by the Company, if any, shall be forfeited and (ii) the Executive shall pay to the Company a contractual penalty in an amount equal to (i) the Executive's last annual Base Salary for each individual breach of Sections 10(a), 10(b) and 10(c)(i), (ii) one twelfth (1/12 th) of the Executive's last annual Base salary for each individual breach of Sections 10(c)(ii), 10(c)(iii) and 11 and CHF 10,000 for each individual breach of Sections 10(e). In addition, the Executive shall have to compensate the Company for any damages and financial losses directly arising out of or relating to such breach. The Executive cannot disburden himself from the aforementioned prohibitions by the payment of the contractual penalty and/or damages.

13. NO ASSIGNMENTS. This Agreement is personal to each of the parties hereto. Except as provided in this Section 13 hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company shall assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company or Parent, provided that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, and provided that the Company agrees to perform such obligations if such successor fails to do so in a timely manner. As used in this Agreement, " Company " shall mean the Company and any successor to all or substantially all of its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise.

14. NOTICES . For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed with a national postal carrier by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

At the address (or to the facsimile number) shown
in the books and records of the Company.

If to the Company:

Trinseo Europe GmbH
c/o Trinseo LLC
Chief Legal Officer
1000 Chesterbrook Boulevard, Suite 300
Berwyn, Pennsylvania 19312

And

With a copy (which shall not constitute notice hereunder) to:

Trinseo Europe GmbH
Business President
Zugerstrasse 231
Horgen, CH-8810, Switzerland

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

15. SECTION HEADINGS; INCONSISTENCY . The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement (including the Exhibits hereto) and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

16. SEVERABILITY . The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof which shall be replace by such valid and enforceable provision that best reflects the Parties original intent.

17. SUPREMECY & COUNTERPARTS . This Agreement supersedes and replaces all prior agreements and understandings, whether oral or written, in connection with the subject matter hereof; including, but not limited to, the Employment Contract having an effective date of April 1, 2018. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

18. INDEMNIFICATION. The Company hereby agrees to indemnify the Executive and hold the Executive harmless to the fullest extent allowable under applicable law against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including attorney's fees, and the advancement of such fees subject to any legally required repayment undertaking), losses, and damages resulting from the Executive's performance of the Executive's duties and obligations with the Company. This obligation shall survive the termination of the Executive's employment with the Company.

19. LIABILITY INSURANCE. The Company shall cover the Executive under directors' and officers' liability insurance both during and, while potential liability exists, after the Employment Term in the same amount and to the same extent as the Company covers its other officers and directors.

20. GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall exclusively be governed by and construed in accordance with the substantive laws of Switzerland.

21. DISPUTE RESOLUTION. Each of the parties agrees that any dispute between the parties shall be resolved only in the courts of Switzerland, in accordance with art. 34 of the Swiss Code of Civil Procedure.

22. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between the Executive and the Company with respect to the subject matter hereof, whether written or oral. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

23. REPRESENTATIONS; ACTIONS BY PRIOR EMPLOYERS. The Executive represents and warrants to the Company that (a) the Executive has used the Executive's best efforts to provide the Company with (i) each agreement with a predecessor employer which may have any bearing on the Executive's legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms, or (ii) a summary of the applicable provisions of each such agreement which the Executive may not provide to the Company due to an existing confidentiality obligation, and (b) other than the agreements referenced in the preceding clause (a), the Executive is not a party to any agreement or understanding, whether written or oral, and is not subject to any restriction (including, without limitation, any non-competition restriction from a prior employer), which, in either case, could prevent the Executive from entering into this Agreement or performing all of the Executive's duties and obligations hereunder. The Executive understands that the foregoing representations are a material inducement to the Company entering into this Agreement, and to the extent that either of such representations is untrue in any material respect at any time or for any reason, this Agreement shall be voidable by the Company such that the parties hereunder shall be relieved of all of their respective duties and obligations hereunder; provided that any termination of the Executive's employment resulting from the Company exercising its rights pursuant to this sentence shall have the same consequences, especially financial consequences, as a termination of employment by the Executive without good reason as defined in art. 340c para 2 CO. If any prior employer of the Executive, or any affiliate of any such prior employer, challenges the Executive's right to enter into this Agreement and to perform all of the Executive's obligations hereunder (whether by action against the Executive, the Company, Parent and/or an Affiliate), the Company (on behalf of itself, Parent and all Affiliates) and the Executive each agree to use their reasonable best efforts to defend against such challenge.

24. WITHHOLDING . The Company will deduct from the Employee's gross remuneration as provided for in this Agreement the applicable Employee contributions, respectively premiums to social security schemes (AHV|IV, EO, ALV), the premiums for the pension fund (BVG), as well as applicable taxes, if any in accordance with the respective laws, regulations and plan documents.

25. FURTHER ASSURANCES. The parties hereto shall cooperate with each other and do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, as may reasonably be required to give full effect to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Trinseo Europe GmbH	**Executive**
Signature #1:	Signature:
Name: Hayati Yarkadas	Name: Alice Heezen
Title: Director	
Date: Horgen,	Date: 06/17/2019
Signature #2	
Name: Tim Stedman	
Title: Director	
Date: Horgen,	

EXHIBIT A

GENERAL RELEASE

I, CANDIDATE NAME, in consideration of and subject to the performance by Trinseo Europe GmbH. (together with its Affiliates, the " Company "), of its obligations under the Employment Agreement, dated as of **[●]** (the " Agreement "), do hereby release and forever discharge as of the date hereof the Company and its respective Affiliates and all present, former and future directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners (collectively, the " Released Parties ") to the extent provided below. The Released Parties are intended third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I understand that any payments or benefits paid or granted to me under Section 7 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 7 of the Agreement. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Except as provided in paragraphs 1 above and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (all of the foregoing collectively referred to herein as the " Claims ").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action.

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay, and any form of injunctive relief. Notwithstanding

the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law at the time I sign this General Release, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving any right to the Accrued Benefits or indemnity.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any governmental entity.

11. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering

into this General Release, may have materially affected this General Release and my decision to enter into it.

12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein and if possible under applicable law, replaced by such valid, legal and enforceable provision that best reflects the intent of the invalid, illegal or unenforceable provision.

14. This General release is subject to the substantive laws of Switzerland.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;

2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS;

3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

4. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY; AND

5. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: /s/ Alice Heezen-Dokianos, Director DATED: 07-19-2019

TRINSEO

Trinseo S.A.
26-28 rue Edward Steichen
L-2540 Luxembourg
Grand Duchy of Luxembourg

PRIVATE AND CONFIDENTIAL

[Executive Name]
[Employee Address

Re: Trinseo S.A. Employment Side Letter

Dear Executive:

On behalf of Trinseo S.A., a public limited liability company (*société anonyme*) organized under the laws of the Grand Duchy of Luxembourg ("Parent Company"), we are pleased to continue to employ you as Senior Vice President of Human Resources of the Company, in accordance with the terms set forth in your Employment Agreement with Trinseo Europe GmbH, a Swiss limited liability company (Gesellschaft mit beschränkter Haftung) ("Employer") dated June 3, 2019 ("Employment Agreement") and the additional terms set forth in this Employment Side Letter. Undefined Terms shall use the same definition used in the Employment Agreement.

Guarantee of Obligations
Parent Company hereby guarantees the performance of the obligations of the Employer to pay all cash amounts due to you pursuant to the Employment Agreement. In the event that the Employer is unable or unwilling to pay any such amounts when due, upon notice of such non-payment received by Parent Company from you, Parent Company shall immediately pay such amounts, or take any and all actions necessary to cause one or more Affiliates to pay such amounts, on behalf of the Employer.

Equity Awards
You have been, and continue to be, eligible to participate in the 2014 Omnibus Incentive Plan ("Plan") currently in effect for senior management. The Parent Company shall grant you incentive equity awards as herein defined as may be determined and adjusted from time to time, (the " Incentive Equity Awards "), with grant date fair market value equal to 108% of Base Salary for calendar year 2019, in each case, in the same form and subject to the same vesting terms and conditions as incentive equity awards granted to similarly situated senior executives of the Company.

The terms and conditions of the awards will be set forth in award agreements provided by the Parent Company, electronically or otherwise and will be provided to you as soon as practicable after the grant dates and which you will be required to sign or accept in accordance with the Parent Company acceptance procedures.

All disputes arising under or relating to the Incentive Equity Awards shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, as provided in the Plan.

Transfer of Data

You understand that, in order for Parent Company to administer the Incentive Equity Awards and Benefit Plans, Parent Company and Employer must collect, process and transfer certain of your personal data. By signing this letter, you agree to the collection, processing and transfer of your personal data, as described in the attached Appendix to this letter.

Further Assurances

Together, we shall cooperate with each other and do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, as may reasonably be required to give full effect to this Employment Side Letter.

Sincerely,

Trinseo S.A.

By /s/ Angelo N. Chaclas
Angelo N. Chaclas
Corporate Secretary

ACKNOWLEDGED AND AGREED:

By /

[Executive Name]
[Title]

APPENDIX

By signing the letter to which this appendix is attached, you agree (as Participant) to the additional terms and conditions set forth in this appendix. Capitalized terms used in this appendix shall have the meaning ascribed to such terms in the letter.

The Participant hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Appendix and any other Plan materials by and among, as applicable, the Employer, the Parent Company and any other Affiliate for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Parent Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of Stock or directorships held in the Parent Company, details of the Plan or any other entitlement to shares of Stock or equivalent benefits awarded, cancelled, purchased, exercised, vested, unvested, or outstanding in the Participant's favor ("Data") for the exclusive purpose of implementing, administering and managing the Plan.

The Participant understands and authorizes that Data will be transferred to such stock plan service provider as may be selected by the Parent Company now or in the future, which is assisting the Parent Company with the implementation, administration and management of the Plan and/or with whom any shares of Stock acquired under the Plan are deposited. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country of employment (and country of residence, if different). The Participant understands that the Participant may request a list of any potential recipients of the Data (and their related contact information) by contacting the Participant's local human resources representative. The Participant authorizes the Parent Company and any other possible recipients which may assist the Parent Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom any shares of Stock acquired under the Plan may be deposited. The Participant understands that the Data will be held in connection with the Plan only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that, if the Participant resides outside the United States, the Participant may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Participant's local human resources representative. Further, the Participant acknowledges that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status and career with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Parent Company would not be able to grant the awards under the Plan or other equity awards or administer or maintain such awards. Therefore, the Participant acknowledges: (i) that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan, and (ii) notice provided by the Employer with information about the collection, processing and use of employee data.

Finally, upon request of the Parent Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Parent Company and/or the Employer) that the Parent Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country of residence (and country of employment, if different), either now or in the future. The Participant understands and agrees that the Participant will be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Parent Company and/or the Employer.

**

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Frank Bozich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trinseo S.A.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2019

By: Frank Bozich
Name: Frank Bozich
Title: Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, David Stasse, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trinseo S.A.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal controls over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2019

By: /s/ David Stasse
Name: David Stasse
Title: Chief Financial Officer

Exhibit 32.1

Certification of CEO Pursuant to 18 U.S.C. Section 1350,

As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of Trinseo S.A. (the "Company") on Form 10-Q for the period ended June 30, 2019 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2019

By:	/s/ Frank Bozich
Name:	Frank Bozich
Title:	Chief Executive Officer

Exhibit 32.2

Certification of CFO Pursuant to 18 U.S.C. Section 1350,

As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of Trinseo S.A. (the “Company”) on Form 10-Q for the period ended June 30, 2019 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2019

By: /s/ David Stasse
Name: David Stasse
Title: Chief Financial Officer