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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 16, 2026**

Trinseo PLC

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation or organization)

001-36473
(Commission
File Number)

N/A
(I.R.S. Employer
Identification Number)

**440 East Swedesford Road, Suite 301,
Wayne, Pennsylvania 19087**
(Address of principal executive offices, including zip code)

(610) 240-3200
(Telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<u>Title of Each Class</u>	<u>Trading symbol(s)</u>	<u>Name of Each Exchange on which registered</u>
Ordinary Shares, par value \$0.01 per share	TSE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

ITEM 1.01 Entry into Material Definitive Agreement.

On February 16, 2026, in connection with ongoing discussions with its financial stakeholders, Trinseo Luxco S.à r.l. (“Trinseo Luxco”), Trinseo Holding S.à r.l. (“Trinseo Holding”) and Trinseo Materials Finance, Inc. (together with Trinseo Holding, the “Borrowers”), direct and indirect wholly owned subsidiaries of Trinseo PLC (the “Company”), and the lenders party thereto, entered into an amendment (the “Amendment”) to that certain Credit Agreement, dated as of September 6, 2017 (as amended, the “Credit Agreement”), by and among Trinseo Luxco, the Borrowers, the guarantors party thereto from time to time, the lenders party thereto from time to time, and Deutsche Bank AG New York Branch, as administrative agent and collateral agent. The Amendment extends, until March 19, 2026, the grace period for any payment of interest under the Credit Agreement that is due on or after February 1, 2026 and prior to March 1, 2026. This extended grace period aligns with the grace period for payment of interest provided under the indenture governing the 2L Notes (see Item 7.01 below).

The description of the Amendment included in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and which is incorporated herein by reference.

ITEM 7.01 Regulation FD Disclosure.

On February 17, 2026, Trinseo Luxco Finance SPV, S.à r.l., a direct, wholly-owned subsidiary of the Company, elected to utilize a contractually-available 30-day grace period for the payment of interest under the terms of the indenture governing its 7.625% second lien secured notes due 2029 (the “2L Notes”). The Company has therefore elected to delay its next interest payment on the 2L Notes due on February 17, 2026, in the amount of approximately \$10.0 million, notwithstanding that the Company has sufficient cash on hand to make such interest payment. Under the indenture governing the 2L Notes, the Company has until the end of the 30-day grace period to make the interest payment before such default triggers an event of default, and the Company retains its right to make all interest payments before the end of the applicable grace period. As previously disclosed, the Company is engaged in ongoing discussions with its financial stakeholders regarding its capital structure and the decision to utilize the grace period was made in connection with these discussions.

The information under this Item 7.01 to this Current Report on Form 8-K is being furnished and shall not be deemed “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. The information under this Item 7.01 shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

Cautionary Note on Forward-Looking Statements

This Current Report may contain forward-looking statements including, without limitation, statements concerning plans, objectives, goals, projections, forecasts, strategies, future events or performance, and underlying assumptions and other statements, which are not statements of historical facts or guarantees or assurances of future performance. Forward-looking statements may be identified by the use of words like “expect,” “anticipate,” “believe,” “intend,” “forecast,” “outlook,” “will,” “may,” “might,” “see,” “tend,” “assume,” “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 the Company’s current expectations and assumptions regarding its business, the economy, its current indebtedness, 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. Factors that might cause future results to differ from those expressed by the forward-looking statements include, but are not limited to, outcome of discussions with our financial stakeholders regarding our capital structure, our ability to successfully execute our overall business and transformation strategy; increased costs or disruption in the supply of raw materials; deterioration of our credit profile limiting our access to commercial credit; compliance with laws and regulations impacting our business; conditions in the global economy and capital markets; our current and future levels of indebtedness and ability to service our debt; our ability to meet the covenants under our existing indebtedness; our ability to generate cash flows from operations; our ability to successfully implement and complete proposed restructuring initiatives and to successfully generate cost savings through such initiatives; and those discussed in our Annual Report on Form 10-K, under Part I, Item 1A — “Risk Factors” and elsewhere in our other reports, filings and

furnishings made with the U.S. Securities and Exchange Commission from time to time. As a result of these or other factors, the Company's actual results, performance or achievements may differ materially from those contemplated by the forward-looking statements. Therefore, we caution you against relying on any of these forward-looking statements. The forward-looking statements included in this Current Report are made only as of the date hereof. The Company undertakes 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.

ITEM 9.01 Exhibits.

- 10.1 [2026 Grace Period Amendment to the Credit Agreement dated September 6, 2017, by and among Trinseo Luxco S.à r.l., Trinseo Holding S.à r.l., Trinseo Materials Finance, Inc. and the lenders party thereto, dated as of February 16, 2026.](#)
- 104 Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)
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SIGNATURE

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 hereunto duly authorized.

TRINSEO PLC

By: /s/ David Stasse

Name: David Stasse

Title: Executive Vice President and Chief Financial Officer

Date: February 17, 2026

2026 GRACE PERIOD AMENDMENT

2026 GRACE PERIOD AMENDMENT (this “**Amendment**”), dated as of February 16, 2026, to the Credit Agreement dated as of September 6, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”, and the Existing Credit Agreement, as amended by this Amendment, the “**Amended Credit Agreement**”), by and among **TRINSEO LUXCO S.À R.L.**, a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 26, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (“**RCS**”) under number B153577 (“**Holdings**”), **TRINSEO HOLDING S.À R.L.**, a private limited liability company (*société à responsabilité limitée*), organized and established under the laws of the Grand Duchy of Luxembourg, having its registered office at 26, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the RCS under number B153582 (the “**Lead Borrower**”), **TRINSEO MATERIALS FINANCE, INC.**, a Delaware corporation (the “**Co-Borrower**”, and together with the Lead Borrower, the “**Borrowers**” and each, a “**Borrower**”), and the Lenders under the Existing Credit Agreement party hereto constituting Required Lenders immediately prior to giving effect to this Amendment on the Amendment Effective Date (as defined below) (collectively, the “**Consenting Lenders**”).

RECITALS

WHEREAS, pursuant to Section 10.01 of the Existing Credit Agreement, the Existing Credit Agreement may be amended in certain cases specified therein with written consent by the Required Lenders and the applicable Loan Party, as the case may be; and

WHEREAS, the Borrowers and the Consenting Lenders desire to amend the Existing Credit Agreement in accordance with Section 10.01 of the Existing Credit Agreement as specified herein, on the terms and subject to the conditions set forth herein.

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

Section 1. *Defined Terms.* Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Amended Credit Agreement.

Section 2. *Amendment.* Each of the parties hereto agrees that, effective as of the Amendment Effective Date and subject to the satisfaction (or waiver by the Consenting Lenders) of the conditions set forth in Section 3 hereof, Section 8.01(a) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

- (a) *Non-Payment.* Any Loan Party fails to pay in the currency required hereunder (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan (other than with respect to any interest payment on any Loan due on or after February 1, 2026 and prior to March 1, 2026, which shall not constitute an Event of Default unless such Loan Party fails to make such interest payment on or prior to March 19, 2026) or any other amount payable hereunder or with respect to any other Loan Document;
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Section 3. *Amendment Effective Date.* This Amendment and the amendments to the Existing Credit Agreement contained in Section 2 hereof shall become effective as of the first date (the “**Amendment Effective Date**”) on which each of the following conditions shall have been satisfied (or waived by the Consenting Lenders):

- (a) the Administrative Agent (or its counsel) shall have received:
 - i. a counterpart signature page of this Amendment duly executed by Holdings, the Borrowers, and the Consenting Lenders; and
 - ii. the written consent of Alter Domus (US) LLC consenting to this Amendment in accordance with Section 9(b) of the 2023 Incremental and Refinancing Amendment.

Section 4. *Effect of Amendment.*

- (a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle either Borrower or any other Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended Credit Agreement or any other Loan Document in similar or different circumstances.
- (b) From and after the Amendment Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Loan Document shall be deemed to include a reference to the Existing Credit Agreement as amended hereby.
- (c) From and after the date hereof, this Amendment shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents. This Amendment shall not constitute a novation of the Existing Credit Agreement or any of the other Loan Documents.

Section 5. *Amendments; Severability.*

- (a) As of the date hereof, this Amendment may not be amended nor may any provision hereof be waived except pursuant to Section 10.01 of the Amended Credit Agreement.
- (b) If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The illegality, invalidity or unenforceability of a provision in a particular jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction. In the event

of any such illegality, invalidity or unenforceability, the parties shall negotiate in good faith with a view to agreeing on a legal, valid and enforceable replacement provision which, to the extent practicable, is in accordance with the intent and purposes of this Amendment and in its economic effect comes as close as possible to the illegal, invalid or unenforceable provision.

Section 6. *Governing Law; Waiver of Jury Trial.* THIS AMENDMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIMS, CONTROVERSIES, DISPUTES OR CAUSES OF ACTIONS (WHETHER ARISING IN CONTRACT OR TORT, IN LAW OR EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The provisions of Sections 10.15 and 10.16 of the Amended Credit Agreement as amended by this Amendment are incorporated herein by reference, *mutatis mutandis*.

Section 7. *Headings.* Section headings herein are included for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

Section 8. *Counterparts.* This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by “.pdf” or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TRINSEO MATERIALS FINANCE, INC.

By: /s/ David Stasse
Name: David Stasse
Title: Executive Vice President and Chief Financial Officer

TRINSEO HOLDING S.À R.L.

By: /s/ David Stasse
Name: David Stasse
Title: Manager

TRINSEO LUXCO S.À R.L.

By: /s/ David Stasse
Name: David Stasse
Title: Manager

[Signature Page to Amendment to Credit Agreement]

TRINSEO LUXCO FINANCE SPV S.À R.L.,
as a Lender

By: /s/ David Stasse
Name: David Stasse
Title: Manager

[Signature Page to Amendment to Credit Agreement]
