IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
Trinseo PLC, *et al.*,	:	Case No. 26-90545 (CML)
Debtors.[1]	:	(Joint Administration Requested)

EMERGENCY MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (A) AUTHORIZING DEBTORS TO (I) CONTINUE EXISTING CASH MANAGEMENT SYSTEM, (II) MAINTAIN EXISTING BUSINESS FORMS, AND (III) CONTINUE INTERCOMPANY TRANSACTIONS; AND (B) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (prevailing Central Time) on May 27, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on May 27, 2026 at 1:00 p.m. (prevailing Central Time) in Courtroom 402, 4th floor, 515 Rusk Street, Houston, Texas 77002.

Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's's home page. The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' propsoed claims and noticing agent at https://restructuring.ra.kroll.com/trinseo/. The Debtors' mailing address is 440 East Swedesford Road, Suite 301, Wayne, PA 19087.

Trinseo PLC and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the "***Debtors***"), respectfully state as follows in support of this motion (this "***Motion***"):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an interim order (the "***Proposed Interim Order***") and thereafter a final order (the "***Proposed Final Order***," and together with the Proposed Interim Order, the "***Proposed Orders***"), substantially in the forms attached hereto, authorizing, but not directing, the Debtors to:

(a) continue operating their existing Cash Management System (as defined below), including, without limitation, to continue to maintain their existing Accounts (as defined below) and Business Forms (as defined below);

(b) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors' participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing Accounts owned by the Debtors;

(c) continue to perform under and honor intercompany transactions among Debtors and Non-Debtor Affiliates (as defined below) in the ordinary course of business;

(d) provide administrative expense priority for postpetition Intercompany Claims (as defined below) against the Debtors;

(e) honor and pay all prepetition and postpetition Account Fees (as defined below) payable by the Debtors; and

(f) continue utilizing the Corporate Card Programs (as defined below) in the ordinary course and pay prepetition amounts thereunder.

2. The Debtors further request that the Court (a) waive, on a 45-day conditional basis, certain requirements under section 345 of the Bankruptcy Code (as defined below) and the Guidelines for Debtors-in-Possession (the "***U.S. Trustee Guidelines***"); (b) authorize and direct the financial institutions at which the Debtors maintain various Accounts to (i) continue to maintain, service, and administer the Debtors' Accounts and (ii) debit the Debtors' accounts in the ordinary

course of business on account of (A) electronic transfers (including wire transfers, book transfers, and automated clearinghouse ("***ACH***") transfers) or checks drawn on the Debtors' Accounts, and (B) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any account fees, credit card processing fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; and (c) grant related relief.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the "***Court***") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 105(a), 345, 363(b)(1), 363(c)(1), 364(a), and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Bankruptcy Local Rules***"), and the Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

5. On the date hereof (the "***Petition Date***"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these

Chapter 11 Cases, and no official committee of unsecured creditors has been appointed in the Chapter 11 Cases.

6. Contemporaneously with the filing of this Motion, the Debtors filed a motion requesting joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

7. The Debtors, together with their non-Debtor subsidiaries (collectively, the "***Company***"), are a chemical manufacturing company that focuses on manufacturing products in a creative, sustainable manner. The Company's products are incorporated into a wide range of its customers' products throughout the world, including products for building and construction, automotive applications, paper and board, appliances, packaging, textiles, and consumer electronics, among others. The Company operates across the United States as well as in several international markets, including throughout Europe and Asia. The Company is headquartered in Wayne, Pennsylvania, and employs approximately 2,800 people. Since its founding in 2009, the Company has expanded operations to 32 manufacturing plants and one recycling facility across 28 sites in 14 countries, as well as 11 research and development facilities.

8. As described in the *Declaration of Alan Boyko in Support of Chapter 11 Petitions and First Day Relief* (the "***First Day Declaration***") filed contemporaneously herewith, the Debtors are party to that certain Restructuring Support Agreement (the "***RSA***"), with holders of (a) 100% in aggregate principal amount of RCF Claims; (b) approximately 99.9% in aggregate principal amount of Super HoldCo 1L Claims; and (c) approximately 86% in aggregate principal amount of OpCo Term Loan Claims[2] supporting the prepackaged restructuring contemplated by the RSA.

[2] As defined by the Plan, OpCo Term Loan Claims consist of (i) the OpCo 2028 Term Loan Claims and (ii) the OpCo Intercompany Term Loan Claims.

Prior to filing the Chapter 11 Cases, the Debtors commenced solicitation of their prepackaged Plan in accordance with the RSA. The Debtors' prepackaged Plan leaves all General Unsecured Claims unimpaired while providing for a reduction in funded debt of approximately $2.0 billion. Contemporaneously herewith, the Debtors are requesting, among other things: (a) conditional approval of the Disclosure Statement; (b) approval of their solicitation and notice procedures; and (c) a combined hearing to consider final Disclosure Statement approval and Plan confirmation.

9. Additional factual background regarding the Debtors, including their businesses, operations, their corporate and capital structure, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration and incorporated herein by reference.[3]

CASH MANAGEMENT SYSTEM[4]

I. OVERVIEW

10. The Debtors maintain a sophisticated cash management system to facilitate the timely and efficient collection, management, and disbursement of funds in the ordinary course of business (the "***Cash Management System***"). In the past, cash from the entire corporate enterprise was centralized at an in house bank. In anticipation of the Chapter 11 Cases and the proposed debtor-in-possession financing, the Debtors restructured the Cash Management System to allow for the independent operation of the Debtors' Accounts and to recognize the separate Super HoldCo and OpCo collateral groups. The Debtors' Cash Management System is centralized around two DIP accounts (account numbers x5701 and x5698) maintained by Truist (the "***DIP Accounts***"), each aligned to the projected liquidity needs of the Super HoldCo and OpCo collateral groups during the pendency of the Chapter 11 Cases. Following funding of the DIP Facilities, the

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration.

[4] The figures listed herein reflect accruals or balances, as applicable, as of the end of day on May 22, 2026.

DIP Accounts will also initiate a one-time cash infusion to certain non-Debtor affiliates (each, a "***Non-Debtor Affiliate***") based on projected need over the course of the Chapter 11 Cases, as described further below.

11. Historically, Non-Debtor Affiliate Trinseo Ireland Global IHB Ltd (the "***IHB***") maintained the in-house bank for the Company, collecting cash from operating entities and disbursing such cash to other entities as needed through a combination of ZBA (as defined below) sweeps and manual funding. Non-Debtor Affiliates across multiple jurisdictions spanning Europe, Asia, and other regions participated in this structure by sweeping balances to or from the IHB in the ordinary course, and certain accounts were connected via a multicurrency cash pooling arrangement functioning as a working capital facility. Before the Petition Date, certain Debtor Accounts participated in the IHB cash management system, receiving funds from and remitting funds to the IHB in the ordinary course of business. Such transfers were treated as intercompany loans to or from the IHB on the books and records of the applicable Debtor and Non-Debtor Affiliate.

12. In preparation for the Chapter 11 Cases, the Debtors implemented changes to the Cash Management System to (a) segregate Debtor and Non-Debtor Affiliate cash, (b) minimize cash transactions across collateral groups, and (c) ensure that intercompany transactions are tracked postpetition. Namely, the Debtors terminated their participation in the IHB and established the DIP Accounts to distribute cash to Debtors within the applicable collateral group (*i.e.*, Super HoldCo or OpCo). The DIP Accounts will be used to fund the Debtors' operations and administrative accounts during the Chapter 11 Cases. For the avoidance of doubt, the existing IHB structure will remain in place for Non-Debtor Affiliates to avoid disruption to centralized treasury, procurement, and distribution operations of the entire enterprise.

13. The Cash Management System also includes an accounts receivable securitization facility pursuant to that certain Credit and Security Agreement, dated July 18, 2024 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "***Securitization Credit Agreement***"), among Styron Receivables Funding Designated Activity Company (the "***Irish SPV***"), which is not an affiliate of the Debtors, the lenders party thereto, and the IHB as investment manager (such facility, the "***Securitization Facility***").[5] The Securitization Credit Agreement is expected to be amended and restated on or following the Petition Date, pursuant to an Amended and Restated Credit and Security Agreement to be entered into by the parties thereto in connection with, and as authorized by, the interim and final orders entered by the Court in respect of the Debtors' motion seeking approval of the Securitization Facility, filed substantially contemporaneously herewith (such orders, the "***Securitization Facility Orders***", together with the Securitization Credit Agreement and the Transaction Documents contemplated thereby, the "***Securitization Transaction Documents***")

14. An illustrative schematic of the Cash Management System is attached hereto as **Exhibit B**.

15. The Cash Management System includes a total of 41 bank accounts held by Debtors (together with any other bank accounts the Debtors may open in the ordinary course of business, collectively, the "***Accounts***"). A list of the Accounts is attached hereto as **Exhibit A**.[6] The

[5] The Securitization Facility is described in greater detail in the Debtors' *Emergency Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing Certain Debtors to Continue Selling Receivables and Related Assets Pursuant to a Securitization Program; (B) Modifying the Automatic Stay; (C) Scheduling a Final Hearing; and (D) Granting Related Relief* (the "***Securitization Motion***"), filed contemporaneously herewith. Under the Securitization Facility, certain Debtor and non-Debtor subsidiaries (collectively, the "***Originators***") sell trade receivables to the Irish SPV, which are then used as collateral for borrowings under the facility. The Debtor Originators are Trinseo LLC, Altuglas LLC, and Aristech Surfaces LLC. The non-Debtor Originators are Trinseo Europe GmbH (Switzerland), Trinseo Export GmbH (Switzerland), Trinseo Deutschland Anlagengesellschaft mbH (Germany), and Trinseo Netherlands B.V. (Netherlands).

[6] To the extent that any Accounts have been inadvertently omitted from **Exhibit A**, the Debtors request that the Interim Order and the Final Order granting the relief sought herein apply to such Accounts; *provided* that the

Accounts are maintained by various Debtors at the financial institutions as detailed in **Exhibits A** and **B** (collectively, the "***Banks***"), with the majority being maintained at Deutsche Bank AG and its affiliates including Deutsche Bank Trust Company Americas, Deutsche Bank AG New York Branch, and Deutsche Bank AG Amsterdam Branch (collectively, "***Deutsche Bank***"), Wells Fargo Bank, National Association ("***Wells Fargo***"), Banque et Caisse d'Épargne de l'État ("***BCEE***"), HSBC Bank USA, National Association ("***HSBC***"), and Truist Bank ("***Truist***").[7]

16. The Cash Management System is critical to the Debtors' businesses. The Debtors use the Cash Management System to collect, transfer, and distribute funds, and to facilitate cash monitoring, forecasting, and reporting for the entire corporate enterprise. The Cash Management System is similar to those of other companies within the Debtors' industry of similar size and sophistication.

17. The Debtors' treasury department maintains daily oversight of the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with all Intercompany Transactions (as defined below). The Debtors' treasury and accounting personnel review all Account activity on a daily basis and regularly reconcile the Debtors' books and records to ensure that all transfers are accounted for properly. Cash is then moved to ensure sufficient funding for obligations such as interest payments, payroll, and accounts payable. The Debtors use multiple services and platforms in connection with their treasury operations, including:

(a) SAP ECC ("***SAP***"), the primary enterprise resource planning (ERP) platform used by legacy Trinseo entities for accounts payable processing and payment workflows;

Debtors shall, upon determination that such an omission occurred, provide notice to the Ad Hoc Group of Senior Secured Creditors and the 2028 OpCo Ad Hoc Group, and any transfers to or from such omitted Accounts will be reflected on the applicable Ledgers (as defined below).

[7] Many of the Accounts are designated as zero balance accounts ("***ZBA***"), which, on a daily basis, maintain no cash balance at the end of each day.

(b) SAP S/4HANA ("***SAP S/4***"), used by Altuglas LLC as a legacy continuation from pre-acquisition systems;

(c) JD Edwards ("***JDE***"), used by Aristech Surfaces LLC as its core ERP for accounts payable/payment processing;

(d) IT2 ("***IT2***"), a treasury and cash management tool used broadly for cash management activities such as initiating payments (including wires), tracking intercompany activity, and supporting accounting/journal entry processes; and

(e) the Wells Fargo online banking portal, the bank execution platform used by Aristech Surfaces LLC to transmit and approve payment files, initiate and release wires and ACH transfers, and administer its Wells Fargo Accounts (collectively, with SAP, SAP S/4, JDE, and IT2, the "***Treasury Software***", and together with related services, the "***Treasury Management System***").

18. The Treasury Management System retrieves information from the Accounts across each business segment and then the Debtors' treasury personnel analyze and code each Account to the general ledger, providing a snapshot of where cash sits within the enterprise.

19. Any disruption to the Cash Management System would have an immediate and irreparable adverse effect on the Debtors' operations. To minimize any disruption caused by the Chapter 11 Cases, the Debtors request authority to continue their Cash Management System during the course of the Chapter 11 Cases.

II. ACCOUNTS AND FLOW OF FUNDS

20. The Debtors depend on the timely and efficient collection, transfer, and disbursement of funds. The Cash Management System is tailored to meet the Debtors' operating needs for their business segments. The Cash Management System also enables control over the Debtors' funds, ensures cash availability and liquidity, and allows the Debtors to track intercompany transactions, while complying with requirements under the Debtors' financing arrangements and applicable laws and regulations.

21. Cash generated by the Debtors' operations first flows into the Cash Management System from third parties into the various Collection Accounts. Cash then flows via manual and

automatic sweeps, ACH, and wire transfers from various Collection Accounts into the rest of the Cash Management System, primarily through the General Operation Accounts. The General Operating Accounts serve as hub accounts at certain Debtors that: (a) receive funds from the applicable DIP Account and Collection Accounts; (b) process intercompany transfers; and (c) fund certain Payroll Accounts and Disbursement Accounts to make payroll payments and disbursements to vendors. On a periodic basis, funds from the Collection Accounts are transferred to other Accounts by the Debtors' treasury department via ZBA sweeps or manual transfers for the purpose of funding, among others, the Disbursement Accounts and the Payroll Accounts to satisfy general business activity, payroll, taxes, fees, and other ordinary course business needs.

22. Following the funding of the DIP Facilities, the DIP Accounts will manually fund the General Operating Accounts or, in certain cases, directly fund Disbursement Accounts that were historically funded via manual transfer from the IHB to cover the Debtors' ongoing operations and businesses and based on each Debtors' operational needs over the course of the Chapter 11 Cases, with the Super HoldCo DIP Account funding Super HoldCo Debtors and the OpCo DIP Account funding OpCo Debtors. This structure effectively creates two parallel cash management systems—one for the Super HoldCo collateral group and one for the OpCo collateral group—to ensure that cash is tracked and remains within each collateral group. Debtors within the same collateral group will be able to access excess funds held by other Debtors within their respective collateral group to address operational shortfalls through manual transfers from General Operating Accounts. This intra-collateral group funding mechanism is designed to minimize draws from the DIP Accounts and to ensure that liquidity is efficiently allocated among Debtors within each collateral group consistent with the Approved Budget (as defined in the DIP Motion).

23. Following entry of the Interim DIP Order, each of the Super HoldCo DIP Account and the OpCo DIP Account will also provide a one-time cash infusion to certain Non-Debtor Affiliates based on projected need over the course of the Chapter 11 Cases—with the Super HoldCo DIP Account funding Super HoldCo Non-Debtor Affiliates and the OpCo DIP Account funding OpCo Non-Debtor Affiliates—after which Non-Debtor Affiliate funds will flow through the IHB in the ordinary course with any intercompany activity across collateral groups recorded in the Ledger.

24. The continued maintenance of the Accounts is integral to the Cash Management System, the Debtors' business operations, and, with respect to certain Collection Accounts, the A/R Facility. The Accounts generally fall within the following categories:

Accounts	Description of Accounts
General Operating Accounts *Deutsche Bank Account ending x2863 maintained by Trinseo LLC* *Deutsche Bank Account ending x5676 maintained by Altuglas LLC* *Wells Fargo Account ending x2100 maintained by Aristech Surfaces LLC*	The Debtors maintain general operating accounts (the "***General Operating Accounts***") that serve as the primary operating hub accounts for the applicable Debtor. These accounts generally receive funds from local Collection Accounts, will receive transfers directly from the applicable DIP Account, engage in intercompany transactions, and fund Disbursement Accounts and make payments to employees for wages and other obligations directly in certain business segments, including to satisfy general business activity, taxes, fees, and other ordinary course business needs.
Collection Accounts *Deutsche Bank Account ending x5895 maintained by Trinseo LLC*	The Debtors maintain collection accounts (the "***Collection Accounts***")[8] that receive collections from customers in respect of receivables sold to the Irish SPV (or the U.S. Intermediate Transferor (as defined in the Securitization Transaction Documents)) under the Securitization Facility. The Collection Accounts are

[8] For the avoidance of doubt, the Collection Accounts identified in the table above constitute "Collection Accounts" as such term is defined in the Securitization Credit Agreement. As used in this Motion, the term "Collection Accounts" shall mean and refer to all "Collection Accounts" as defined in the Securitization Credit Agreement, including the accounts identified in the table above and any other accounts that constitute "Collection Accounts" under the Securitization Credit Agreement from time to time.

Accounts	Description of Accounts
Deutsche Bank Account ending x4040 maintained by Altuglas LLC *Wells Fargo Account ending x2068 maintained by Aristech Surfaces LLC*	pledged and subject to deposit account control agreements in favor of the agent under the Securitization Facility. Collections deposited into Collection Accounts are subject to the waterfall payment provisions set forth in the Securitization Transaction Documents.
Disbursement Accounts *Deutsche Bank Accounts ending x6679 and x8303 maintained by Trinseo LLC* *Deutsche Bank Accounts ending x5692 and x0128 maintained by Altuglas LLC* *Wells Fargo Account ending x8662 maintained by Aristech Surfaces LLC* *Deutsche Bank Account ending x8346 maintained by Trinseo U.S. Holding, Inc.* *Deutsche Bank Accounts ending x6400 and x6403 maintained by Trinseo PLC* *Deutsche Bank Accounts ending x3200, x3203 and x2400 maintained by Trinseo Holding S.à r.l.* *Truist Account ending x5752 maintained by Trinseo PLC* *BCEE Accounts ending x4000, x6000, x7000 and x9000 maintained by Trinseo Holding S.à r.l.* *BCEE Accounts ending x2000 and x3000 maintained by Trinseo Luxco Finance SPV* *BCEE Accounts ending x0000 and x3000 maintained by Trinseo Luxco S.à r.l.* *Deutsche Bank Accounts ending x6103, X9333, and xAA8980 maintained by Trinseo Holding B.V.*	The Debtors maintain disbursement accounts (the "***Disbursement Accounts***") that are used for third-party payments, including accounts payable (such as vendors and suppliers), ACH and wire transfers, and local taxes and fees. Certain Disbursement Accounts maintained by Trinseo LLC, Altuglas LLC, and Aristech Surfaces LLC are funded via ZBA sweeps or manual transfers from the applicable General Operating Account. Disbursement Accounts not associated with a General Operating Account will be funded manually from the applicable DIP Account pursuant to draws under the DIP Facilities.

Accounts	Description of Accounts
Deutsche Bank Accounts ending x4304 and x4320 maintained by Trinseo NA Finance LLC and Trinseo NA Finance SPV LLC[9]	
Payroll Accounts *Wells Fargo Account ending x2084 maintained by Aristech Surfaces LLC* *BCEE Account ending x8000 maintained by Trinseo Holding S.à r.l.*	The Debtors maintain payroll accounts (the "***Payroll Accounts***") that are used to fund payroll and related employee obligations for Aristech Surfaces LLC and Trinseo Holding S.à r.l. The Aristech Surfaces LLC Payroll Account is funded by its General Operating Account. The Trinseo Holding S.à r.l. Payroll Account at BCEE will be funded by an initial draw from the Super HoldCo DIP Account and, if necessary, may thereafter draw from excess funds held by other Debtors within the Super HoldCo collateral group.
Debt Service Accounts *Deutsche Bank Account ending x5569 maintained by Trinseo Luxco Finance SPV* *Deutsche Bank Account ending x4059 maintained by Trinseo Materials Finance, Inc.* *Deutsche Bank Account ending x4456 maintained by Trinseo Holding S.à r.l.*	The Debtors maintained debt service accounts (the "***Debt Service Accounts***") that were historically used to make payments on account of funded debt obligations and/or to support debt service processes. The Debt Service Accounts will not be used for debt service activity during the Chapter 11 Cases.
HSBC Collateral Account *HSBC Account ending x1865 maintained by Trinseo LLC*	The Debtors maintain a restricted cash account (the "***HSBC Collateral Account***") that holds cash collateral supporting the HSBC Corporate Card Program and/or other restricted purposes. Funds in the HSBC Collateral Account are not available for general corporate purposes and serve as security for the HSBC Corporate Card Program.
Adequate Assurance Account *Truist Account ending x5663 maintained by Trinseo Holding S.à r.l.*	This Account will hold an adequate assurance deposit for the benefit of the Debtors' utility providers

[9] As described in greater detail in the First Day Declaration, the Company holds a 50% stake in a joint venture, Americas Styrenics LLC, that historically distributed dividends to these Accounts. A non-Debtor affiliate, Trinseo NA Holding LLC, is expected to open an account to receive these dividend distributions during the Chapter 11 Cases.

Accounts	Description of Accounts
	throughout the course of these Chapter 11 Cases (the "***Adequate Assurance Account***").[10]
DIP Accounts *Truist Account ending x5701 (the "**Super HoldCo DIP Account**") maintained by Trinseo Luxco Finance SPV* *Truist Account ending x5698 (the "**OpCo DIP Account**") maintained by Trinseo Luxco S.à r.l.*	The Debtors maintain two DIP Accounts at Truist: (a) the Super HoldCo DIP Account, which funds Super HoldCo Debtors and receives and holds proceeds of the Super HoldCo DIP Facility; and (b) the OpCo DIP Account, which funds OpCo Debtors and receives and holds proceeds of the OpCo DIP Facility. The DIP Accounts are segregated from all non-Debtor activity, including with respect to the IHB, and will fund Debtor accounts on a one-way, manual basis either directly to General Operating Accounts or, in certain cases, directly to Disbursement Accounts as permitted by the DIP Orders and the Approved Budget.[11]
Professional Fee Escrow Account *Western Alliance Bank Account* ending x7228 maintained by Trinseo PLC[12]	The Debtors maintain one Bank Account with Western Alliance (the "***Professional Fee Escrow Account***") that will be used by the Debtors to hold cash for the purpose of reserving and distributing amounts sufficient to pay all estimated fees of the Debtors' estate professionals as permitted by the DIP Orders and the Approved Budget.

III. ACCOUNT FEES AND TREASURY SOFTWARE FEES

25. The Debtors incur periodic service charges and other fees in connection with maintaining the Accounts (the "***Account Fees***"). The Account Fees primarily consist of service charges from the Banks. The Debtors have historically incurred approximately $25,000 per month

[10] The adequate assurance deposit is described further in the *Emergency Motion of Debtors for Entry of an Order (A) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Providers, (B) Establishing Procedures for Resolving Objections by Utility Providers, (C) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service, and (D) Granting Related Relief*, filed substantially contemporaneously herewith.

[11] As described above, following funding of the DIP Facilities, each of the Super HoldCo DIP Account and the OpCo DIP Account will provide a one-time cash infusion to certain of their respective Non-Debtor Affiliates based on projected need over the course of the case, after which non-Debtor funds will flow through the IHB in the ordinary course. All post-petition intercompany cash activity flowing through the DIP Accounts will be tracked through the Ledger (as defined below) established as of the Petition Date.

[12] Kroll Restructuring Administration LLC will serve as Account Agent for the Professional Escrow Fee Account.

in Account Fees. As of the Petition Date, the Debtors estimate that they owe the Banks approximately $25,000, irrespective of any applicable earnings credits, on account of unpaid Account Fees.

26. The Debtors also incur certain software fees to facilitate the Treasury Software described above (the "***Treasury Software Fees***"). In 2025, the Debtors' annual spend on account of the Treasury Software Fees was approximately $1.1 million. As of the Petition Date, the Debtors estimate that they do not owe any unpaid Treasury Software Fees. Nevertheless, the Debtors seek authority to pay the Account Fees and the Treasury Software Fees (including any accrued but unpaid prepetition Account Fees and Treasury Software Fees) in the ordinary course of business on a postpetition basis.

IV. BUSINESS FORMS AND BOOKS AND RECORDS

27. As part of the Cash Management System, the Debtors use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, purchase orders, and other business forms in the ordinary course of business (collectively, and as they may be modified from time to time, the "***Business Forms***"). The Debtors also maintain books and records to document their financial results and a wide array of necessary operating information (collectively, the "***Books and Records***"). To avoid a material disruption to their business operations that would result from a disruption of the Cash Management System and to avoid unnecessary expense, the Debtors request authorization to continue using all of the Business Forms and Books and Records in use immediately before the Petition Date (and as may be amended or modified in the ordinary course from time to time), including with respect to the Debtors' ability to update authorized signatories and services, as needed—without reference to the Debtors' status as chapter 11 debtors

in possession—rather than requiring the Debtors to incur the expense and delay of ordering new Business Forms and creating new Books and Records.

V. CORPORATE CARD PROGRAMS

28. As part of the Cash Management System, the Debtors maintain corporate credit card programs with HSBC and Wells Fargo (the "***Credit Card Providers***") that operate substantially similarly. The Debtors (other than Aristech Surfaces LLC) maintain a corporate card program with HSBC (the "***HSBC Corporate Card Program***"), and Aristech Surfaces LLC maintains a separate corporate card program with Wells Fargo (the "***Aristech Corporate Card Program***" and, together with the HSBC Corporate Card Program, the "***Corporate Card Programs***"). Under each of the Corporate Card Programs, employees are issued cards (in the case of the HSBC Corporate Card Program, with credit limits based on role, seniority, and need) used for, among other things, traditional business travel and expense activities, such as booking travel and lodging, in the ordinary course of business, and local business expenses, including various regulatory and permitting fees, office supplies, and equipment.[13] The HSBC Corporate Card Program is administered under a single HSBC card program and is supported by a related restricted cash structure (the HSBC Collateral Account) holding cash collateral supporting the program.

29. In some circumstances, the Debtors may owe prepetition amounts under the Corporate Card Programs where, for example, charges by employees in various locations have not been offset against the balance due to processing delays by merchants, among other factors.

30. The Corporate Card Programs are an integral part of the Debtors' business operations and an important mechanism whereby the Debtors cover traditional business travel and

[13] The employee expenses are described further in the *Emergency Motion of Debtors for Entry of an Order (A) Authorizing Debtors to (I) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation, and (II) Maintain Employee Benefits Programs and Pay Related Obligations; and (B) Granting Related Relief*, filed substantially contemporaneously herewith.

expense activities, in the ordinary course of business, and facilitate immediate transactions for employees who need to procure materials critical to the business and pay local regulatory fees and taxes. Without the Corporate Card Programs, the Debtors run the risk of employee attrition, thereby putting the Debtors' business and restructuring efforts in jeopardy to the detriment of all stakeholders. Accordingly, the Debtors seek authority, but not direction, to continue maintaining the Corporate Card Programs and to continue the Corporate Card Programs in the ordinary course of business on a postpetition basis.

VI. INTERCOMPANY ACTIVITY

A. Intercompany Transactions

31. The Debtors engage in business transactions with each other and with Non-Debtor Affiliates, including making payments or providing services for each other's benefit (collectively, the "***Intercompany Transactions***") that result in intercompany receivables and payables (collectively, the "***Intercompany Claims***"). Historically, most intercompany cash movement between Debtor and Non-Debtor Affiliates occurred through the IHB as the centralized settlement and liquidity hub. Effective as of the Petition Date, the Debtors have been segregated from the IHB. Key Intercompany Transactions that will continue, however, include, among other things:

(a) **Intercompany Materials Purchases**. Non-Debtor Affiliates Altuglas Mexico SA de CV and Trinseo de México, S. de R.L. de C.V. purchase raw materials from Debtors Altuglas LLC and Trinseo LLC, respectively, and make corresponding payments to those Debtors;

(b) **Intercompany Corporate Services**. Debtor Trinseo LLC provides corporate services, including legal, HR, accounting, administrative, and financial planning support, to Debtor and Non-Debtor Affiliates across collateral groups and receives corresponding payments for such services, and, in connection therewith, Debtors Trinseo LLC and Altuglas LLC also pay corporate card expenses incurred by certain Non-Debtor Affiliates under the HSBC Corporate Card Program;

(c) **Annual Sales Royalty Payments**. Debtors Altuglas LLC, Aristech Surfaces LLC, and Trinseo LLC make annual sales royalty payments to Non-Debtor Affiliate Trinseo Europe GmbH in connection with their use of intellectual property held by

Trinseo Europe GmbH, which are typically paid out at the end of each calendar year;

(d) **Insurance Cost Allocations**. The Debtors allocate and settle the cost of certain insurance policies among covered Debtor and Non-Debtor Affiliates through the Intercompany Reimbursement Process;[14] and

(e) **General Operating Transactions**. Transactions related to the collection of cash and payment of salaries, wages, benefits, contract labor, supplies, professional fees, purchased services, taxes, fees, and insurance.

32. The Intercompany Transactions are an essential component of the Debtors' complex operations. They are integral to the Debtors' ability to make and receive payments to third-party vendors, provide enterprisewide management and support services, and otherwise facilitate operations on a daily basis.

33. The one-time initial cash infusion from the DIP Accounts to Non-Debtor Affiliates is also essential to ensure that Non-Debtor Affiliates can continue to provide raw materials, manufacturing services, and other critical support to the Debtors without disruption. Without such funding, non-Debtor operations could be materially impaired, which would in turn disrupt the Debtors' supply chain and business operations to the detriment of their estates and all stakeholders. By pre-funding Non-Debtor Affiliates at the outset of the Chapter 11 Cases, the Debtors minimize ongoing cash transfers between Debtors and Non-Debtor Affiliates during the pendency of the cases, thereby simplifying cash management and ensuring clear segregation of Debtor and non-Debtor funds. Moreover, providing the one-time cash infusion to address the Non-Debtor Affiliates' projected liquidity needs upfront is critical to maintaining the stability of the Debtors'

[14] The "***Intercompany Reimbursement Process***" refers to the Debtors' intercompany processes used to allocate and settle the cost of certain insurance policies among covered Debtor and Non-Debtor Affiliates. Under this process, insurance costs are allocated to each covered entity and settled in cash: the Debtors' treasury department receives payment requests from the intercompany clearing team and processes cash settlements with the applicable affiliates accordingly. The Debtors seek authority to continue the Intercompany Reimbursement Process in the ordinary course of business on a postpetition basis, including receiving reimbursements from Non-Debtor Affiliates and making any payments required thereunder, to ensure the continued maintenance of these insurance policies for the benefit of the Debtors.

global operations for several reasons. **First**, many Non-Debtor Affiliates operate across multiple international jurisdictions, including Europe and Asia, and will be closely monitoring developments in the Chapter 11 Cases. Providing immediate assurance of adequate liquidity to Non-Debtor Affiliates will mitigate concerns regarding the chapter 11 process, and will help maintain the confidence of these Non-Debtor Affiliates, their vendors, and other business partners. **Second**, if Non-Debtor Affiliates were to lose confidence in the Debtors' ability to provide ongoing liquidity support, such affiliates could elect to terminate their participation in the IHB or, in extreme cases, commence their own insolvency proceedings in their respective jurisdictions. Either outcome would cause significant and irreparable disruption to the Debtors' European and Asian operations, with cascading effects on the Debtors' supply chain and business. **Third**, a single upfront funding mechanism is easier to track and provides greater transparency into liquidity across the entire organization compared to ongoing periodic draws, which would be more complex to administer and reconcile. The Debtors can and do ascertain, trace, and account for all Intercompany Transactions through bank cash balance reports, which reflect actual cash movements, and will continue tracking Intercompany Transactions on a postpetition basis, including those involving Non-Debtor Affiliates. The Debtors would be unduly burdened, both financially and operationally, if they were required to halt Intercompany Transactions or otherwise make material changes to the Cash Management System.

34. The Debtors seek the authority to continue the Intercompany Transactions in the ordinary course of business on a postpetition basis and to grant administrative expense status to Intercompany Claims due from Debtors to other Debtors and/or to Non-Debtor Affiliates as a result of Intercompany Transactions; provided, that such administrative expense status shall in all respects be junior and subordinate to the AR Superpriority Claims granted pursuant to the

Securitization Facility Orders. Granting such administrative expense status to Intercompany Claims will ensure that value is properly allocated across the collateral groups.

B. Intercompany Economic Activity Tracking Program

35. As part of the proposed modifications to the Cash Management System, the Debtors have implemented a program to track the intercompany economic activity of the entire corporate enterprise (the "***Tracking Program***"), effective as of the Petition Date. The Tracking Program is designed to ensure that the economic contributions and obligations of each collateral group—Super HoldCo and OpCo—are accurately reflected during the Chapter 11 Cases. The Tracking Program is distinct from, and broader in scope than, the bank balance reports used to track the Intercompany Transactions described above. The Tracking Program captures all intercompany economic activity across the enterprise by collateral group, including transactions solely between Non-Debtor Affiliates, whereas the Intercompany Transactions relate specifically to transactions between Debtors and Non-Debtor Affiliates.

36. As of the Petition Date, the Debtors have established and maintain an intercompany ledger (the "***Ledger***") to record all post-petition cash activity flowing through and between the Super HoldCo entities and the OpCo entities (including both Debtors and Non-Debtor Affiliates). The Ledger will reflect all debits and credits attributable to each collateral group during the Chapter 11 Cases, enabling transparency into the net cash position of each group relative to its starting balance.

37. In addition to the Ledger, the Debtors will maintain a parallel framework (the "***Non-Cash Ledger***") to track all non-cash intercompany activity across collateral groups, including activity between Debtors and non-Debtor Affiliates, on a post-petition basis. The Non-Cash Ledger will capture the following categories of intercompany transactions, among others, consistent with established accounting and allocation methodologies:

(a) related party sales and purchases of goods or services between affiliated entities, priced in accordance with applicable transfer pricing policies;

(b) consignment manufacturing arrangements, wherein one entity manufactures using inventory owned by another affiliate, with revenue recognized upon sale to third parties;

(c) support and rebill charges reflecting pass-through of costs incurred by one entity on behalf of another;

(d) global services charges for centralized corporate or shared services (including IT, HR, and finance) provided to affiliates;

(e) interest charges on intercompany loans or cash pooling arrangements between affiliates;

(f) royalty payments for the use of intellectual property;

(g) research and development services performed by one entity for the benefit of another, typically reimbursed on a cost-plus basis; and

(h) sales commissions and distribution fees paid to affiliated entities in connection with revenue generation activities.

38. Additionally, Non-Debtor Affiliate Trinseo Europe GmbH (Switzerland) is a guarantor under both the Super HoldCo 1L Credit Agreement and the OpCo Credit Agreement, with assets that secure obligations to both collateral groups. In connection with the Company's global intellectual property structure, Trinseo Europe GmbH holds intellectual property centrally and records operating activity attributable to entities in both collateral groups, including royalties, R&D charge outs, and operating activity related to the German and Belgian foreign guarantor entities. Certain of this activity constitutes Intercompany Transactions with the Debtors, such as the annual sales royalty payments from Altuglas LLC, Aristech Surfaces LLC, and Trinseo LLC described above. This activity will continue to be recorded at Trinseo Europe GmbH during the Chapter 11 Cases.

39. The Debtors will also maintain a consolidated summary ledger (the "***Summary Ledger***") that integrates the Ledger, the Non-Cash Ledger, and the Trinseo Europe GmbH IP

allocation adjustments to produce a comprehensive net intercompany position for each collateral group as of month end, with the Summary Ledger prepared within 30 days after the end of each month during the pendency of the Chapter 11 Cases.

40. The Summary Ledger will reflect, for each of the Super HoldCo and OpCo collateral groups, the aggregate net intercompany position accumulated from the Petition Date through emergence, consisting of: (a) the net change in each collateral group's cash balance, including cash held at the IHB; (b) the net intercompany balances arising from non-cash activity tracked in the Non-Cash Ledger; and (c) any IP allocation adjustments attributable to Trinseo Europe GmbH. At emergence, the net position of each collateral group reflected in the Summary Ledger will be used to calculate a final settlement amount between the Super HoldCo entities and the OpCo entities. The net position reflected in the Summary Ledger shall form the basis for any inter-group true-up to be settled upon emergence from the Chapter 11 Cases.

U.S. TRUSTEE GUIDELINES

I. AUTHORIZED DEPOSITORIES AND COMPLIANCE WITH SECTION 345(B) OF THE BANKRUPTCY CODE

41. The U.S. Trustee Guidelines generally require chapter 11 debtors to keep all estate funds in accounts with Authorized Depositories. Wells Fargo, HSBC, and Truist are Authorized Depositories that have executed a Uniform Depository Agreement with the U.S. Trustee for the Southern District of Texas. The Debtors' remaining Banks—Deutsche Bank and BCEE—are not Authorized Depositories but are highly-rated financial institutions that are well-capitalized and financially stable. Of the Deutsche Bank affiliates, Deutsche Bank Trust Company Americas is insured by the Federal Deposit Insurance Corporation ("***FDIC***"), while Deutsche Bank AG, New York Branch, Deutsche Bank AG, and Deutsche Bank AG, Amsterdam Branch are branches or affiliates of Deutsche Bank, the largest bank in Germany with approximately $1.5 trillion in assets

as of Q3 2025, and are subject to oversight by federal or foreign banking regulators. BCEE is the largest bank in Luxembourg with approximately €56.9 billion in assets as of Q3 2024 and is similarly covered by foreign deposit insurance regimes. The Debtors maintain 31 Accounts, in total, at Deutsche Bank and BCEE. Therefore, the Debtors submit that maintenance of Accounts at these institutions will not jeopardize the Debtors' estates or any party in interest.

42. The Cash Management System is complex and critical to the ongoing stability of the Debtors' businesses and smooth transition into the Chapter 11 Cases. Requiring the Debtors to transfer any of their applicable Accounts to an Authorized Depository or to obtain a bond as provided under section 345(b) of the Bankruptcy Code would place a needless and excessive administrative burden on the Debtors, disrupt their business operations, and impose significant, value-destructive costs to the Debtors' estates, and these costs are not justified in this case.

43. Further, relocating the Debtors' Cash Management System to U.S.-only accounts could have potentially significant tax or regulatory impacts and would require extensive diligence and analysis to ensure that no unwanted or detrimental effects would stem from such a transition. Given the number of international Bank Accounts involved, such an analysis would likely require a tremendous amount of time and resources, all to the detriment of the Debtors' estates at the outset of the Chapter 11 Cases. Requiring the Debtors to immediately transfer all their Bank Accounts to Authorized Depositories would unduly disrupt the Debtors' operations and impose unnecessary costs on the estates, which simply are not justified under the circumstances of the Chapter 11 Cases.

44. Accordingly, the Debtors request an initial 45-day waiver of the deposit and investment requirements of section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines upon entry of the Proposed Interim Order.

II. DEBTOR-IN-POSSESSION ACCOUNTS

45. The Debtors' Cash Management System is complex and maintaining it in the ordinary course is critical to the continued stability of the Debtors' businesses and smooth transition into chapter 11. Considering the breadth and complexity of the Debtors' businesses and financial affairs and the sheer volume of collections, disbursements, and movement of funds through the Cash Management System on a daily basis, closing the Accounts and opening new ones, as well as complying with the other provisions of the U.S. Trustee Guidelines relating to the Cash Management System, would severely disrupt the ordinary financial operations of the Debtors by reducing efficiencies and causing unnecessary expense. Accordingly, cause exists to allow the Debtors to continue utilizing the existing Accounts in the ordinary course, consistent with historical practices.

BASIS FOR RELIEF

I. CONTINUATION OF CASH MANAGEMENT SYSTEM IS IN THE BEST INTERESTS OF DEBTORS AND ALL OTHER PARTIES IN INTEREST

46. The efficient and economical operation of the Debtors' business requires that the Cash Management System continue during the Chapter 11 Cases. As a practical matter, it would be difficult and expensive to establish and maintain a separate cash management system for each Debtor. Further, requiring the Debtors to adopt new, segmented cash management systems at this early and critical stage of the Chapter 11 Cases would be expensive, create unnecessary administrative burdens, and be extraordinarily disruptive to their business operations. Any such disruption would have a severe and adverse impact upon the success of the Chapter 11 Cases. Moreover, the Debtors implemented changes to their Cash Management System in order to address the typical concerns of Chapter 11 debtors in anticipation of the Chapter 11 Cases. Accordingly, the Debtors seek authority to continue using the Cash Management System as it was adjusted prior

to the Petition Date, and to implement ordinary course changes to it consistent with past practices. The Bankruptcy Code provides for such relief.

47. Section 363(c)(1) of the Bankruptcy Code authorizes the debtor in possession to "enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business…and may use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *In re HLC Props., Inc.*, 55 B.R. 685, 686 (Bankr. N.D. Tex. 1985) (finding "no need to further burden the docket or the staff of the Court with a superfluous order" when a transaction is in the ordinary course of business); *Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of section 363(c) is a debtor's ability to continue the "routine transactions" necessitated by a debtor's cash management system. *Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). A cash management system allows a debtor "to administer more efficiently and effectively its financial operations and assets." *Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995). Accordingly, section 363(c)(1) authorizes the continuation of the Cash Management System as it operated prepetition without the Court's approval.

48. To the extent the relief requested herein is found to fall outside of the Debtors' ordinary course of business, the Court may grant such relief pursuant to section 363(b) of the Bankruptcy Code, which provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit have granted a debtor's request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., Black v. Shor (In re BNP Petroleum Corp.)*, 642 F. App'x 429, 435 (5th Cir. 2016) (noting that section 363 "requires that a sale of the estate's assets be supported by an articulated business justification, good business judgment, or sound business reasons") (internal quotation and citation omitted); *Inst. Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted); *see also In re Crutcher Res. Corp.*, 72 B.R. 628, 631 (Bankr. N.D. Tex. 1987) ("A Bankruptcy Judge has considerable discretion in approving a § 363(b) sale of property of the estate other than in the ordinary course of business, but the movant must articulate some business justification for the sale."); *In re Terrace Gardens Park P'ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989) ("[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.") (internal citation omitted).

49. In addition, the Court has authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtors to carry out their duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value.'" *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)). Under section 105(a) of the Bankruptcy Code, "[t]he court

may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a); *see CoServ*, 273 B.R. at 491-93 & n.6 (holding that sections 105 and 1107 of the Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re Tusa-Expo Holdings, Inc.*, Case No. 08-45057-DML-11, 2008 WL 4857954, at *1 (Bankr. N.D. Tex. Nov. 7, 2008); *CEI Roofing*, 315 B.R. at 56. Moreover, Bankruptcy Rule 6003 itself implies that the payment of prepetition obligations may be permissible within the first 21 days of a case where doing so is "necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. Accordingly, the Bankruptcy Code authorizes the postpetition payment of prepetition claims where, as here, such payments are critical to preserving the going-concern value of a debtor's estates.

50. Maintaining the existing Cash Management System is in the best interests of the Debtors' estates and all parties in interest and, therefore, should be approved. If the Debtors are required to alter the way in which they collect and disburse cash throughout the Cash Management System, their operations will experience severe disruptions, which would ultimately frustrate the Debtors' ability to maximize the value of their estates. Further, the Cash Management System provides material benefits to the Debtors, including the ability to (a) ensure the maximum availability of funds when and where necessary, including distributing funds to those Debtors with immediate liquidity needs, (b) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account information, and (c) trace and account for all transactions among the Debtors' Accounts and across the corporate enterprise as a whole.

II. DEBTORS SHOULD BE AUTHORIZED TO CONTINUE INTERCOMPANY TRANSACTIONS AND CERTAIN INTERCOMPANY CLAIMS SHOULD BE GRANTED ADMINISTRATIVE EXPENSE PRIORITY

51. As stated above, under section 363(c)(1) of the Bankruptcy Code, a debtor in possession "may use property of the estate in the ordinary course of business without notice or a hearing." The Debtors believe that they do not require the Court's approval to continue entering into and performing Intercompany Transactions. The Debtors and their Non-Debtor Affiliates enter into and perform Intercompany Transactions "in the ordinary course of business" within the meaning of section 363(c)(1) of the Bankruptcy Code, and all Intercompany Transactions will be tracked by the Debtors and recorded in their books and records. Intercompany Transactions are not just a matter of routine in the Debtors' business; they are the sort of transactions that are common among many business enterprises that operate through multiple affiliates. It is precisely because of their routine nature that the Intercompany Transactions are integral to the Debtors' ability to operate their businesses and successfully emerge from the Chapter 11 Cases. Accordingly, pursuant to this Motion, the Debtors request authority to engage in Intercompany Transactions on a postpetition basis.

52. The Debtors also request that the Court grant administrative expense status to all Intercompany Claims arising postpetition as a result of Intercompany Transactions under section 503(b)(1)(A) of the Bankruptcy Code, which provides, "[a]fter notice and a hearing, there shall be allowed administrative expenses . . . including . . . the actual, necessary costs and expenses of preserving the estate . . . ." If the Intercompany Claims are accorded administrative expense status, each entity that participates in the Cash Management System and provides a benefit to the Debtors' estates will be assured that it will be compensated for its efforts. Courts in this district and in other districts have granted administrative expense status to postpetition intercompany claims in similar cases.

III. A WAIVER OF THE U.S. TRUSTEE GUIDELINES AND AN INITIAL 45-DAY WAIVER OF SECTION 345 OF THE BANKRUPTCY CODE IS WARRANTED

53. The U.S. Trustee Guidelines generally require chapter 11 debtors to, among other things: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish one debtor in possession account for all estate monies required for the payment of taxes (including payroll taxes); (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor-in-possession status of the chapter 11 debtor, including checks that bear the designation "debtor in possession" and reference the bankruptcy case number on such checks; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. These guidelines are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims.

54. In addition, section 345(a) of the Bankruptcy Code provides that a debtor may deposit or invest estate funds in a manner that "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," the estate must require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of a corporate security, "unless the court for cause orders otherwise." 11 U.S.C. § 345(b).

55. For the reasons set forth below, the Debtors submit that cause exists for the Court to authorize a waiver of certain requirements of the U.S. Trustee Guidelines and an initial 45-day waiver of section 345 of the Bankruptcy Code.

A. Authorizing the Banks to Continue to Maintain, Service, and Administer the Accounts in the Ordinary Course of Business Is Warranted

56. In the ordinary course of business, the Debtors conduct numerous transactions by checks, wire transfers, ACH transfers, and other electronic means. If the Debtors are denied the opportunity to conduct transactions through these means, their business operations would be disrupted unnecessarily, burdening the Debtors and their creditors with additional costs.

57. Accordingly, the Debtors request that the Court authorize the Banks to receive, process, honor, and pay, to the extent funds are available in the applicable Account, any and all checks, electronic fund transfer, ACH payments, and other instructions and drafts payable through, or drawn on, such Accounts, irrespective of whether such checks, drafts, electronic fund transfers, or ACH payments are dated prior or subsequent to the Petition Date. The Debtors also request that, to the extent a Bank honors a prepetition check or other item drawn on any Account in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Bank will not be liable on account thereof because the Banks are not able to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

B. Maintenance of Debtors' Existing Accounts and Business Forms Is Warranted

58. The Debtors seek a waiver of the requirements of the U.S. Trustee Guidelines that would require, among other things, the closure of the Accounts and the opening of new deposit accounts. Strict enforcement of the U.S. Trustee Guidelines at the outset of the Chapter 11 Cases with respect to the Cash Management System will severely disrupt the Debtors' ordinary financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary

expenses. The Chapter 11 Cases will be more orderly if the Debtors are permitted to maintain all Accounts with the same account numbers during the outset of these cases. By preserving business continuity and avoiding the disruption and delay to the Debtors' disbursement obligations, all parties in interest, including employees, vendors, and customers, will be best served by the relief requested herein. Furthermore, the Debtors' continued use of their existing Business Forms will not prejudice parties in interest because parties doing business with the Debtors will know of the Debtors' status as debtors in possession. In addition, to the extent necessary, the Debtors request authority to make ordinary course changes to the Cash Management System, such as opening or closing their Accounts in accordance with the Debtors' prepetition practices.

C. Cause Exists for an Initial 45-Day Waiver of the U.S. Trustee Guidelines and Certain Requirements of Section 345 of the Bankruptcy Code Regarding Authorized Depositories

59. The Debtors seek an initial 45-day waiver of the deposit and investment requirements of section 345 of the Bankruptcy Code and certain requirements of the U.S. Trustee Guidelines.

60. As the legislative history of the 1994 amendments to the Bankruptcy Code explains:

> Section 345 of the [Bankruptcy] Code governs investments of funds of bankruptcy estates. The purpose is to make sure that funds of a bankrupt [company] that are obliged to creditors are invested prudently and safely with the eventual goal of being able to satisfy all claims against the bankruptcy estate. Under current law, all investments are required to be FDIC insured, collateralized or bonded. While this requirement is wise in the case of smaller debtors with limited funds that cannot afford a risky investment to be lost, it can work to needlessly handcuff larger, more sophisticated debtors. Th[e proposed amendment] would . . . allow the courts to approve investments other than those permitted by [s]ection 345(b) for just cause . . . .

In re Serv. Merch, Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999) (quoting H.R. Rep. 103-834, 103rd Cong., 2nd Sess. 224 (Oct. 4, 1994); 140 Cong. Rec. H10767 (Oct. 4, 1994)). In

evaluating whether the requisite "cause" exists, courts consider the "totality of the circumstances," including such factors as:

a. the sophistication of the debtor's business;

b. the size of the debtor's business operations;

c. the amount of the investments involved;

d. the bank ratings (Moody's and Standard & Poor) of the financial institutions where the debtor in possession funds are held;

e. the complexity of the case;

f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;

g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;

h. the benefit to the debtor;

i. the harm, if any, to the debtor;

j. the harm, if any, to the estate; and

k. the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

See Serv. Merch. Co., 240 B.R. at 896.

61. In the ordinary course of their business, the Debtors maintain a material portion of their cash in their Accounts at Deutsche Bank and BCEE. The Accounts are vital to the Cash Management System. The Debtors submit that "cause" exists to waive the requirements of section 345(b) of the Bankruptcy Code because (a) all or substantially all of the Debtors' cash is held at Banks that are highly rated, well-capitalized, and/or financially stable institutions subject to oversight by federal or foreign banking regulators, (b) the Debtors retain the right to remove funds held at the Banks and establish new bank Accounts as needed, (c) the cost associated with satisfying the requirements of section 345(b) is excessive, and (d) the process of satisfying those

requirements is otherwise unduly burdensome and would lead to needless inefficiencies in the administration of the estates.

62. In light of the foregoing, the Debtors submit that cause exists to grant an initial 45-day waiver of the requirements of section 345 of the Bankruptcy Code and the U.S. Trustee guidelines.

IV. THE COURT SHOULD AUTHORIZE THE DEBTORS TO PAY PREPETITION ACCOUNT FEES AND TREASURY SOFTWARE FEES

63. The Court should authorize the Debtors to pay Account Fees, Treasury Software Fees, and similar charges, if any, incurred prior to the commencement of the Chapter 11 Cases. As the *CoServ* court stated, "it is only logical that the bankruptcy court be able to use section 105(a) of the Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate." *CoServ*, 273 B.R. at 497.

64. Here, payment of any prepetition Account Fees and Treasury Software Fees is in the best interests of the Debtors and all parties-in-interest in these cases because it will prevent any disruption to the Cash Management System and ensure that the Debtors' receipt of and access to funds is not delayed.

V. THE COURT SHOULD AUTHORIZE THE DEBTORS TO MAINTAIN THEIR CORPORATE CARD PROGRAMS AND PAY ALL OBLIGATIONS RELATED THERETO

65. As stated above, under section 363(c)(1) of the Bankruptcy Code, a debtor in possession may use property of the estate in the ordinary course of business without a hearing. Furthermore, section 364(a) of the Bankruptcy Code permits a debtor in possession to "obtain unsecured credit and incur unsecured debt in the ordinary course of business" without a court order. 11 U.S.C. § 364(a). Purchases made using the Corporate Card Programs fall within the ordinary course of business under section 363(c)(1) of the Bankruptcy Code. The use of credit

cards and similar payment methods is widespread as a means of facilitating day-to-day business activities. As a result, the Debtors believe they do not require the Court's approval to continue the Corporate Card Programs on a postpetition basis.

66. Nonetheless, out of an abundance of caution, the Debtors request authority to continue the Corporate Card Programs in the ordinary course of business and consistent with past practices, and to pay all obligations related thereto, including any obligations that arose before the Petition Date but remain outstanding. Yet, in the event the Court finds that such transactions do not fall within the ordinary course of business, the Debtors request authority pursuant to sections 363(b)(1) and 105(a) of the Bankruptcy Code to continue using the Corporate Card Programs and to pay all obligations related thereto.

67. Continued use of the Corporate Card Programs is integral to the success and stability of the Debtors' businesses. The Debtors rely on the ability of their employees to pay for expenses incurred in the ordinary course and to make other reasonable work-related purchases necessary to fulfill their day-to-day professional obligations. Permitting the Debtors to continue using the Corporate Card Programs will ensure that the Debtors' employees are able to fulfill their daily professional obligations and, in turn, prevent significant disruption to the Debtors' business operations.

68. The Debtors also seek authorization to pay all outstanding prepetition amounts owed under the Corporate Card Program. If the Debtors do not pay outstanding amounts owed, there is a significant risk that the Credit Card Providers or the Banks could restrict the Debtors' access to the Corporate Card Programs or cease extending credit to the Debtors after the Petition Date. If that were to occur, it would be costly, disruptive to the Debtors' operations, burdensome to the Debtors and their estates, and time-consuming for the Debtors to establish new credit card

programs with one or more alternative providers. Accordingly, the Court should authorize the Debtors to maintain the Corporate Card Programs and pay all obligations related thereto.

EMERGENCY CONSIDERATION

69. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1 and Bankruptcy Rule 6003, which authorize the Court to grant relief within the first 21 days after the commencement of a chapter 11 case to the extent that relief is necessary to avoid immediate and irreparable harm. As described in detail above and in the First Day Declaration, immediate and irreparable harm would result if the relief requested herein is not granted. Accordingly, the Debtors submit that the requirements of Bankruptcy Rule 6003 are satisfied.

DEBTORS' COMPLIANCE WITH BANKRUPTCY RULE 6004(a) AND WAIVER OF BANKRUPTCY RULE 6004(h)

70. With respect to any aspect of the relief sought herein that constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors request that the Court find that notice of this Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary to avoid immediate and irreparable harm to the Debtors. Thus, cause exists for the Court to find that notice of this Motion satisfies Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

71. Nothing in this Motion is intended to be nor shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights

under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to this Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief requested herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

72. Nothing in the Proposed Orders or this Motion shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of any Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

73. Nothing in the Proposed Orders or this Motion shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

NOTICE

74. Notice of this Motion will be served on: (a) the Office of the United States Trustee for the Southern District of Texas; (b) Paul Hastings LLP, as counsel to the Ad Hoc Group of Senior Secured Creditors; (c) White & Case LLP, as counsel to the RCF Agent; (d) Gibson Dunn & Crutcher LLP, as counsel to the 2028 OpCo Ad Hoc Group; (e) the agents under the Debtors' DIP Facilities and counsel thereto; (f) Reed Smith LLP, as counsel to the Administrative Agent

under the Securitization Program; (g) Orrick, Herrington & Sutcliffe LLP, as counsel to the Lenders under the Securitization Program; (h) the Credit Card Providers; (i) the Banks; (j) the creditors listed on the Debtors' consolidated list of 30 creditors holding the largest unsecured claims; (k) the United States Attorney for the Southern District of Texas; (l) the Internal Revenue Service; (m) the Securities and Exchange Commission; (n) the state attorneys general for states in which the Debtors conduct business; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

75. A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC, at https://restructuring.ra.kroll.com/trinseo/.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Orders granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: May 26, 2026

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP
Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)
Philip M. Guffy (TX Bar No. 24113705)
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Email: taddavidson@hunton.com
pguffy@hunton.com

– and –

LATHAM & WATKINS LLP
Ray C. Schrock (NY Bar No. 4860631)
Ryan Preston Dahl (NY Bar No. 5697461)
George Klidonas (NY Bar No. 4549432)
Jonathan J. Weichselbaum (NY Bar No. 5676143)
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: ray.schrock@lw.com
ryan.dahl@lw.com
george.klidonas@lw.com
jon.weichselbaum@lw.com

– and –

Benjamin M. Rhode (*pro hac vice* pending)
330 N. Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700
Email: benjamin.rhode@lw.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

CERTIFICATE OF SERVICE

I certify that on May 26, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit A

Accounts[1]

[1] All account balances shown reflect amounts as of the end of day on May 22, 2026.

Accounts

Debtor	Bank	Account Number	Account Subcategory	Currency	Account Balance
Altuglas LLC	Deutsche Bank Trust Company Americas	x0128	Disbursement	USD	$0.00
Altuglas LLC	Deutsche Bank AG, New York Branch	x4040	Collection	USD	$1,365,051.06
Altuglas LLC	Deutsche Bank AG, New York Branch	x5676	General Operating	USD	$35,709.71
Altuglas LLC	Deutsche Bank AG, New York Branch	x5692	Disbursement	USD	$72,486.12
Aristech Surfaces LLC	Wells Fargo Bank, National Association	x2068	Collection	USD	$0.00
Aristech Surfaces LLC	Wells Fargo Bank, National Association	x2084	Payroll	USD	$0.00
Aristech Surfaces LLC	Wells Fargo Bank, National Association	x2100	General Operating	USD	$392,364.54
Aristech Surfaces LLC	Wells Fargo Bank, National Association	x8662	Disbursement	USD	$0.00
Trinseo U.S. Holding, Inc.	Deutsche Bank AG, New York Branch	x8346	Disbursement	USD	$3,636.43
Trinseo PLC	Deutsche Bank AG	x6400	Disbursement	EUR	$87,376.79
Trinseo PLC	Deutsche Bank AG	x6403	Disbursement	USD	$199,255.43
Trinseo Holding S.Ã r.l.	Banque et Caisse d’Épargne de l’État	x7000	Disbursement	EUR	$30,189.32
Trinseo Holding S.Ã r.l.	Banque et Caisse d’Épargne de l’État	x4000	Disbursement	USD	$7,577.25
Trinseo Holding S.Ã r.l.	Deutsche Bank AG	x3200	Disbursement	EUR	$11,635.36
Trinseo Holding S.Ã r.l.	Deutsche Bank AG	x3203	Disbursement	USD	$450.67
Trinseo Luxco Finance SPV	Banque et Caisse d’Épargne de l’État	x3000	Disbursement	EUR	$2,577.05
Trinseo Luxco Finance SPV	Banque et Caisse d’Épargne de l’État	x2000	Disbursement	USD	$10,949.10

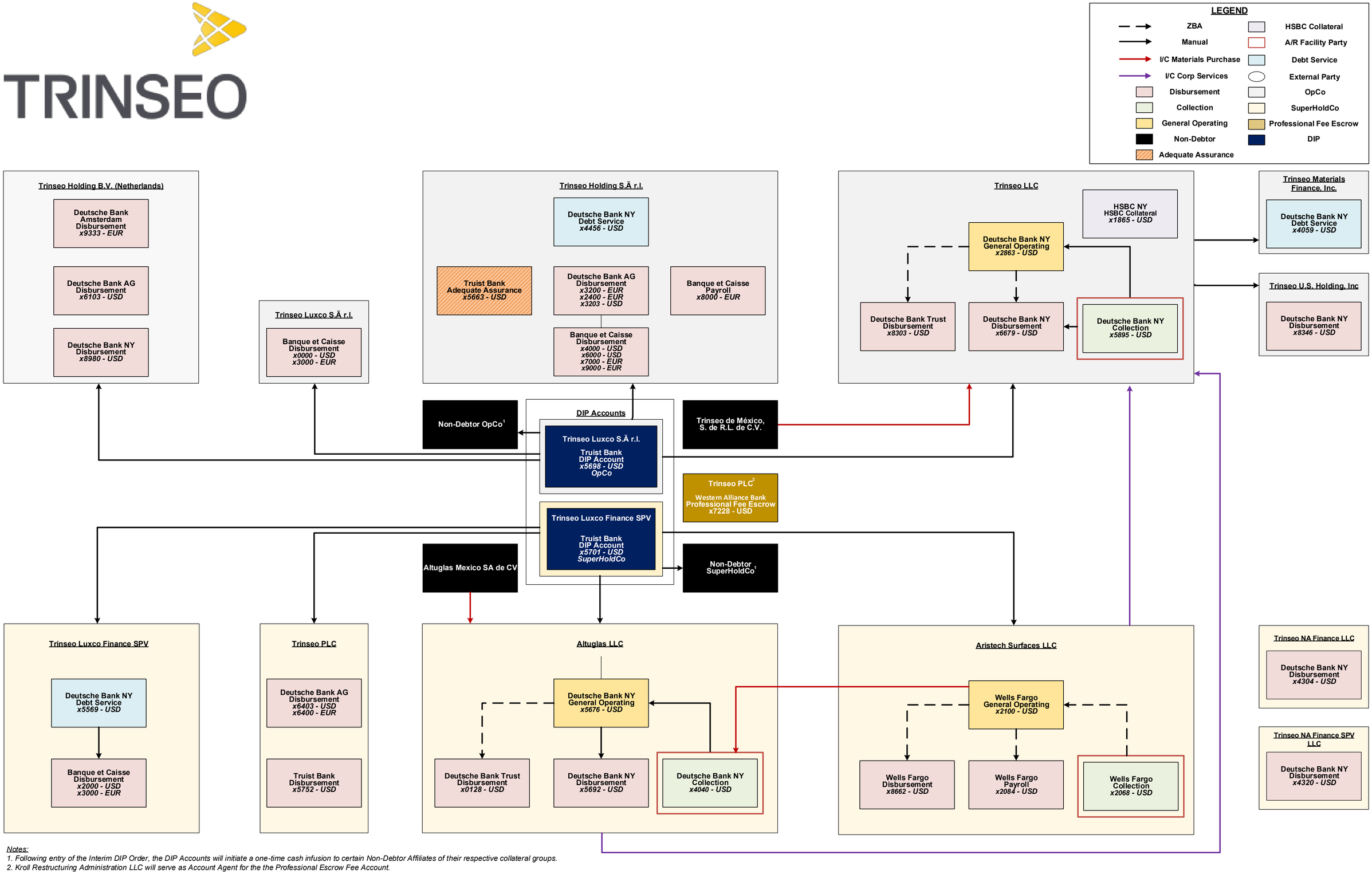
Debtor	Bank	Account Number	Account Subcategory	Currency	Account Balance
Trinseo Luxco Finance SPV	Deutsche Bank AG, New York Branch	x5569	Debt Service	USD	$6,676.04
Trinseo Luxco S.Ã r.l.	Banque et Caisse d'Épargne de l'État	x3000	Disbursement	EUR	$71,895.54
Trinseo Luxco S.Ã r.l.	Banque et Caisse d'Épargne de l'État	x0000	Disbursement	USD	$140,820.66
Trinseo Materials Finance, Inc.	Deutsche Bank AG, New York Branch	x4059	Debt Service	USD	$6,327.62
Trinseo NA Finance LLC	Deutsche Bank AG, New York Branch	x4304	Disbursement	USD	$15,380.75
Trinseo Holding S.Ã r.l.	Banque et Caisse d'Épargne de l'État	x9000	Disbursement	EUR	$11,401.24
Trinseo Holding S.Ã r.l.	Banque et Caisse d'Épargne de l'État	x8000	Payroll	EUR	$93,607.38
Trinseo Holding S.Ã r.l.	Banque et Caisse d'Épargne de l'État	x6000	Disbursement	USD	$26,052.18
Trinseo Holding S.Ã r.l.	Deutsche Bank AG, New York Branch	x4456	Debt Service	USD	$46,550.13
Trinseo Holding S.Ã r.l.	Deutsche Bank AG	x2400	Disbursement	EUR	$20,657.09
Trinseo NA Finance SPV LLC	Deutsche Bank AG, New York Branch	x4320	Disbursement	USD	$21,818.30
Trinseo LLC	Deutsche Bank AG, New York Branch	x2863	General Operating	USD	$216,600.92
Trinseo LLC	Deutsche Bank AG, New York Branch	x5895	Collection	USD	$2,898,009.24
Trinseo LLC	Deutsche Bank AG, New York Branch	x6679	Disbursement	USD	$0.00
Trinseo LLC	Deutsche Bank Trust Company Americas	x8303	Disbursement	USD	$0.00
Trinseo LLC	HSBC Bank USA, National Association	x1865	HSBC Collateral	USD	$1,136,869.85
Trinseo Holding B.V.	Deutsche Bank AG, Amsterdam Branch	x9333	Disbursement	EUR	$17,313.16
Trinseo Holding B.V.	Deutsche Bank AG	x6103	Disbursement	USD	$15,872.19

Debtor	Bank	Account Number	Account Subcategory	Currency	Account Balance
Trinseo Holding B.V.	Deutsche Bank AG, New York Branch	x8980	Disbursement	USD	$10,016.00
Trinseo Luxco Finance SPV	Truist Bank	x5701	DIP	USD	$9,838.20
Trinseo Luxco S.Ã r.l.	Truist Bank	x5698	DIP	USD	$9,833.20
Trinseo PLC	Truist Bank	x5752	Disbursement	USD	$9,833.20
Trinseo Holding S.Ã r.l.	Truist Bank	x5663	Adequate Assurance	USD	$9,838.20
Trinseo PLC	Western Alliance Bank	x7228	Professional Fee Escrow	USD	$0.00

Exhibit B

Cash Management Schematic

TRINSEO



Notes:
1. *Following entry of the Interim DIP Order, the DIP Accounts will initiate a one-time cash infusion to certain Non-Debtor Affiliates of their respective collateral groups.*
2. *Kroll Restructuring Administration LLC will serve as Account Agent for the the Professional Escrow Fee Account.*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
Trinseo PLC, *et al.*,	:	Case No. 26-90545 (CML)
Debtors.[1]	:	(Jointly Administered)

INTERIM ORDER (A) AUTHORIZING DEBTORS TO (I) CONTINUE EXISTING CASH MANAGEMENT SYSTEM, (II) MAINTAIN EXISTING BUSINESS FORMS, AND (III) CONTINUE INTERCOMPANY TRANSACTIONS; AND (B) GRANTING RELATED RELIEF

[Relates to Docket No.]

Upon the emergency motion (the "***Motion***")[2] of the Debtors for entry of an interim order (this "***Interim Order***") (a) authorizing, but not directing, the Debtors to (i) continue operating their existing Cash Management System, including, without limitation, to continue to maintain their existing accounts and business forms, (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors' participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing Accounts owned by the Debtors, (iii) continue to perform under and honor intercompany transactions among Debtors and Non-Debtor Affiliates in the ordinary course of business, (iv) provide administrative expense priority for postpetition Intercompany Claims against the Debtors, (v) honor and pay all prepetition and postpetition Account Fees and Treasury Software

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/trinseo/. The Debtors' mailing address is 440 East Swedesford Road, Suite 301, Wayne, PA 19087.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Fees payable by the Debtors, and (vi) continue utilizing the Corporate Card Programs in the ordinary course and pay prepetition amounts thereunder; (b) waiving, on a conditional 45-day basis, certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; (c) authorizing and directing the financial institutions at which the Debtors maintain various Accounts to (i) continue to maintain, service, and administer the Accounts and (ii) debit the Accounts in the ordinary course of business on account of (A) electronic transfers (including wire transfers, book transfers, and ACH transfers) or checks drawn on the Accounts and (B) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any account fees, credit card processing fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Interim Order and notice of the Final Hearing (as defined below); and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the

relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors are authorized, but not directed, to (a) continue to maintain, and manage their cash pursuant to, the Cash Management System, (b) collect, concentrate, and disburse cash in accordance with the Cash Management System, including Intercompany Transactions, and (c) make ordinary course changes to their Cash Management System without further order of the Court; *provided*, that the Debtors shall not make changes to the Collection Accounts (as defined in the Securitization Transaction Documents) without the prior written consent of the Administrative Agent and the Lenders under the Securitization Facility (such consent not to be unreasonably withheld or delayed).

2. The Debtors are authorized, but not directed, to (a) designate, maintain, and continue to use any or all of their existing Accounts, including those listed on **Exhibit A** to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (b) to the extent of available funds, deposit funds in, and withdraw funds from, such Accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (c) pay any Account Fees, Treasury Software Fees or other charges associated with the Accounts, whether arising before or after the Petition Date and all postpetition Account Fees and other amounts owed to Deutsche Bank in connection with the Cash Management System (including, without limitation, service charges, processing fees, returned item charges, chargeback amounts, overdraft amounts and any other fees, costs, obligations, or any indemnification claim of Deutsche Bank arising under the applicable deposit agreements) shall constitute allowed administrative expenses of the Debtors' estates pursuant to section 503(b)(1) of the Bankruptcy

Code, entitled to payment in accordance with section 507(a)(2) of the Bankruptcy Code, without the need for Deutsche Bank to file a separate motion or application with this Court, and (d) treat their prepetition Accounts for all purposes as debtor in possession accounts.

3. The Debtors are authorized, but not directed, to (a) open new Accounts and close any existing Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to open or close such Accounts and (b) enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank, shall, for purposes of this Interim Order, be deemed an Account as if it had been listed on **Exhibit A** to the Motion; *provided further*, that all new accounts that are opened within the United States shall be at depositories that are designated as an approved depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines; *provided further*, that the Debtors shall provide prior written notice to the extent reasonably practicable, email notice being sufficient, to counsel to the Ad Hoc Group of Senior Secured Creditors, counsel to the Administrative Agent and the Lenders under the Securitization Facility, counsel to the 2028 OpCo Ad Hoc Group, the U.S. Trustee, and, if appointed, counsel to any statutory committee, email notice being sufficient, of such opening or closing of any Account and such opening or closing shall be timely reported in the Debtors' monthly operating reports.

4. The Banks are authorized and directed to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations set forth herein, to the extent that sufficient available funds are on deposit in the applicable Accounts to cover such payments. The Banks are authorized to

accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise. Nothing in this Interim Order shall require Deutsche Bank to (a) extend credit to any Debtor, (b) honor any check, wire transfer, ACH transfer or other payment instruction in excess of the available funds on deposit in the applicable Account, (c) fund any overdraft or shortfall in any Account, or (d) provide any form of credit or liquidity support beyond what is expressly required under the applicable existing deposit agreement.

5. The Debtors are authorized, but not directed, to continue the Corporate Card Programs in the ordinary course and use, and perform their obligations under, the Corporate Card Programs, including, without limitation, paying any obligations related thereto regardless of whether such obligations arose prior to or after the Petition Date. All prepetition charges and fees due and owing under any agreements between the Credit Card Providers and the Debtors are authorized to be paid to the Credit Card Providers, as applicable pursuant to the terms of such agreements.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Interim Order.

7. Each of the Debtors' Banks is authorized to debit the Debtors' accounts in the ordinary course of business notwithstanding the automatic stay imposed by section 362 of the

Bankruptcy Code (which is hereby modified to the extent necessary) and without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System. The Debtors' Banks may rely on the representations of the applicable Debtor with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein; *provided*, that nothing in this paragraph shall authorize any Bank to exercise any right of setoff, recoupment, or chargeback against any Collection Account, or against funds on deposit therein, other than for ordinary course Account Fees and returned items, and except as expressly permitted under the applicable Account Control Agreement (as defined in the Securitization Transaction Documents) in favor of the Collateral Agent under the Securitization Facility.

8. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, electronic funds transfers, ACH transfers, or other items in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, transfers, or other items;

(c) an innocent mistake made despite implementation of reasonable handling procedures; or (d) any action taken, or omitted to be taken, by Deutsche Bank in good faith in connection with applicable law, regulation or regulatory directive, as contemplated by paragraph 19 of this Interim Order. Any payment of Account Fees or other amounts owed to Deutsche Bank (whether arising prepetition or postpetition) that is authorized pursuant to this Interim Order shall not, solely by reason of such authorization or such payment, be subject to avoidance, recovery or disgorgement under sections 547, 548 or 550 of the Bankruptcy Code or under any other avoidance theory and the Debtors expressly waive any right to seek avoidance of any such payment authorized herein. The Debtors shall indemnify, defend and hold harmless Deutsche Bank (and its respective affiliates, directors, officers, employees, agents and representatives) to the extent set forth in the applicable deposit agreements between the Debtors and Deutsche Bank, except to the extent that any such losses, claims, damages, liabilities, costs or expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the fraud, gross negligence or willful misconduct of Deutsche Bank.

9. Any existing deposit agreements between any of the Debtors and their existing Banks shall continue to govern the postpetition cash management relationship between the applicable Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, without the need for further Court order. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of Accounts. The Debtors are hereby authorized, but not directed, without the need for any further Court order, to amend, notate, supplement or otherwise

modify any deposit agreement between any of the Debtors and Deutsche Bank, in each case in accordance with the applicable terms of such deposit agreement. Nothing in this Interim Order, the Motion or any other order of this Court shall limit, impair, modify, or waive (a) any right of setoff, right of recoupment, banker's lien or security interest that Deutsche Bank holds against any funds on deposit in any Account, whether arising under applicable non-bankruptcy law, the applicable deposit agreement or otherwise, (b) any right of Deutsche Bank to assert, exercise or enforce any such right against any Account or the funds held therein or (c) any right of Deutsche Bank arising under applicable non-bankruptcy law with respect to any Account as set forth in any applicable deposit agreement or otherwise.

10. The Debtors are authorized pursuant to sections 363(c) and 364(a) of the Bankruptcy Code to continue to perform under and honor Intercompany Transactions in the ordinary course of business; *provided*, that no Intercompany Transaction shall include the use, transfer, sweep, or application of any Collections (as defined in the Securitization Transaction Documents) of Purchased Receivables (as defined in the Securitization Transaction Documents), proceeds of Purchased Receivables, or any other Collateral (as defined in the Securitization Transaction Documents), or of any funds on deposit in any Collection Account, except as expressly permitted under the Securitization Transaction Documents and each of the interim and final orders entered by the Court in respect of the Debtors' motion seeking approval of the Securitization Facility, filed substantially contemporaneously herewith (collectively, such interim and final orders, the "***Securitization Facility Orders***").

11. All Intercompany Claims against one Debtor held by another Debtor or Non-Debtor Affiliate arising after the Petition Date as a result of Intercompany Transactions shall be accorded administrative expense priority status, in accordance with section 503(b) of the Bankruptcy Code;

provided, that such administrative expense priority status shall in all respects be junior and subordinate to the AR Superpriority Claims (as defined in the Securitization Transaction Documents). For the avoidance of doubt, the relief granted in this Interim Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

12. Notwithstanding the foregoing, a Non-Debtor Affiliate shall not set off any postpetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to a Non-Debtor Affiliate to the disadvantage of the Debtors.

13. To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have 45 days from the Petition Date (which is July 10, 2026), without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines. The Debtors may obtain further extensions of the time period set forth in this paragraph by reaching a written agreement (email being sufficient) with the U.S. Trustee and filing a notice on the Court's docket regarding any such agreement reached with the U.S. Trustee without the need for further Court order; provided, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

14. The Debtors shall maintain accurate records of all transfers within the Cash Management System, including Intercompany Transfers (including to or from Non-Debtor Affiliates), so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date. The Debtors shall maintain the Ledger, the Non-Cash Ledger, and the Summary Ledger to track intercompany economic activity within and across collateral groups during the Chapter 11 Cases. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors. The Debtors shall provide the Ledger, the Non-Cash Ledger, and the Summary Ledger for each calendar month to counsel to the Administrative Agent under the Securitization Facility, counsel to the Lenders under the Securitization Facility, counsel to the Ad Hoc Group of Senior Secured Creditors and counsel to the 2028 OpCo Ad Hoc Group by the last day of the calendar month immediately following such calendar month; *provided* that to the extent that no such Intercompany Transactions are made in any calendar month, no such summary is required to be provided, but the Debtors shall inform counsel to the Administrative Agent under the Securitization Facility, counsel to the Lenders under the Securitization Facility, counsel to the Ad Hoc Group of Senior Secured Creditors, and counsel to the 2028 OpCo Ad Hoc Group that no such Intercompany Transactions were made in such calendar month.

15. Notwithstanding anything to the contrary in this Interim Order, any Collections (as defined in the Securitization Transaction Documents) of Purchased Receivables (as defined in the Securitization Transaction Documents), proceeds of Purchased Receivables, or other Collateral (as defined in the Securitization Transaction Documents) that come into the possession or control of

any Debtor (other than as expressly permitted under the Securitization Transaction Documents) shall be held in trust for the benefit of the Borrower and the Secured Parties (each as defined in the Securitization Transaction Documents) and shall be remitted in the same form that it was received to the applicable Collection Account, or otherwise as required under the Securitization Transaction Documents, within one (1) Business Day of receipt, free and clear of any liens, claims, encumbrances, and other interests of the Debtors or their respective creditors. No Debtor shall commingle any such Collections, proceeds, or other Collateral with funds that do not constitute Collateral, except as expressly permitted under the Securitization Transaction Documents.

16. The Debtors are authorized to continue using, as such forms were in existence immediately before the Petition Date, the Business Forms, without reference to any Debtors' status as a debtor in possession; provided, that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new checks are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so.

17. Nothing in the Motion or this Interim Order, or any payment made pursuant to this Interim Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors'

estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

18. Nothing in this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Nothing in this Interim Order, nor as a result of any payment made pursuant to this Interim Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Interim Order.

20. Notwithstanding the relief granted in this Interim Order, any payment made or authorized to be made pursuant to the authority granted herein, shall be subject to, in compliance with, and solely to the extent permitted by each of the interim and final order entered by the Court in respect of the Debtors' motion seeking approval of the DIP Facilities, filed substantially contemporaneously herewith (collectively, such interim and final orders, the "***DIP Orders***"), including compliance with the Approved Budget (as defined in the DIP Orders) and (ii) the Securitization Facility Orders. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (i) the DIP Orders or (ii) the Securitization Facility Orders. To the extent there is any inconsistency between the terms of the DIP Orders or

Securitization Facility Orders, as applicable, and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the Securitization Facility Orders, as applicable, shall control in all circumstances.

21. Notwithstanding anything to the contrary in this Interim Order: (a) nothing in this Interim Order shall authorize (i) the grant of any lien on, security interest in, or administrative expense claim against, any of the Purchased Receivables (as defined in the Securitization Transaction Documents), the Collection Accounts, or any other Collateral (as defined in the Securitization Transaction Documents), or (ii) any modification of the Securitization Facility Orders or any Securitization Transaction Document, in each case without the prior written consent of the Administrative Agent and the Requisite Lenders (as defined in the Securitization Transaction Documents); and (b) Collections of Purchased Receivables and other funds that are subject to an Account Control Agreement (as defined in the Securitization Transaction Documents), including any Collection Account subject to a deposit account control agreement, shall continue to be processed and transferred pursuant to such agreement, and nothing in this Interim Order shall authorize any Debtor to interfere with, redirect, or modify the processing or transfer of funds under such agreements.

22. Nothing in this Interim Order shall limit, impair or otherwise prevent Deutsche Bank from complying with any applicable federal, state or foreign law, regulation, regulatory directive or order of any governmental or regulatory agency (including, without limitation, sanctions laws and regulations administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or any equivalent foreign law or regulation).

23. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

24. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

26. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Interim Order.

27. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

28. A final hearing on the Motion (the "***Final Hearing***") shall be held on _____, 2026, at ____, prevailing Central Time. Any objections or responses to entry of the Final Order granting the relief requested in the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2026. If no objections are timely filed and served, the Court may enter the Final Order without conducting the Final Hearing.

Signed: _____, 2026
Houston, Texas

_____
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
Trinseo PLC, *et al.*,	:	Case No. 26-90545 (CML)
Debtors.[1]	:	(Jointly Administered)

FINAL ORDER (A) AUTHORIZING DEBTORS TO (I) CONTINUE EXISTING CASH MANAGEMENT SYSTEM, (II) MAINTAIN EXISTING BUSINESS FORMS, AND (III) CONTINUE INTERCOMPANY TRANSACTIONS; AND (B) GRANTING RELATED RELIEF
[Relates to Docket No.]

Upon the emergency motion (the "***Motion***")[2] of the Debtors for entry of a final order (this "***Final Order***") (a) authorizing, but not directing, the Debtors to (i) continue operating their existing Cash Management System, including, without limitation, to continue to maintain their existing accounts and business forms, (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors' participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing Accounts owned by the Debtors, (iii) continue to perform under and honor intercompany transactions among Debtors and Non-Debtor Affiliates in the ordinary course of business, (iv) provide administrative expense priority for postpetition Intercompany Claims against the Debtors, (v) honor and pay all prepetition and postpetition Account Fees and Treasury Software

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/trinseo/. The Debtors' mailing address is 440 East Swedesford Road, Suite 301, Wayne, PA 19087.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Fees payable by the Debtors, and (vi) continue utilizing the Corporate Card Programs in the ordinary course and pay prepetition amounts thereunder; (b) waiving, on a conditional 45-day basis, certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; (c) authorizing and directing the financial institutions at which the Debtors maintain various Accounts to (i) continue to maintain, service, and administer the Accounts and (ii) debit the Accounts in the ordinary course of business on account of (A) electronic transfers (including wire transfers, book transfers, and ACH transfers) or checks drawn on the Accounts and (B) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any account fees, credit card processing fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on [●], 2026; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having

determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors are authorized, but not directed, to (a) continue to maintain, and manage their cash pursuant to, the Cash Management System, (b) collect, concentrate, and disburse cash in accordance with the Cash Management System, including Intercompany Transactions, and (c) make ordinary course changes to their Cash Management System without further order of the Court; *provided*, that the Debtors shall not make changes to the Collection Accounts (as defined in the Securitization Transaction Documents) without the prior written consent of the Administrative Agent and the Lenders under the Securitization Facility (such consent not to be unreasonably withheld or delayed).

2. The Debtors are authorized, but not directed, to (a) designate, maintain, and continue to use any or all of their existing Accounts, including those listed on **Exhibit A** to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (b) to the extent of available funds, deposit funds in, and withdraw funds from, such Accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (c) pay any Account Fees, Treasury Software Fees, or other charges associated with the Accounts, whether arising before or after the Petition Date and all postpetition Account Fees and other amounts owed to Deutsche Bank in connection with the Cash Management System (including, without limitation, service charges, processing fees, returned item charges, chargeback amounts, overdraft amounts and any other fees, costs, obligations, or any indemnification claim of Deutsche Bank arising under the applicable deposit agreements) shall constitute allowed administrative expenses of the Debtors' estates pursuant to section 503(b)(1) of the Bankruptcy

Code, entitled to payment in accordance with section 507(a)(2) of the Bankruptcy Code, without the need for Deutsche Bank to file a separate motion or application with this Court, and (d) treat their prepetition Accounts for all purposes as debtor in possession accounts.

3. The Debtors are authorized, but not directed, to (a) open new Accounts and close any existing Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to open or close such Accounts and (b) enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank, shall, for purposes of this Final Order, be deemed an Account as if it had been listed on **Exhibit A** to the Motion; *provided further*, that all new accounts that are opened within the United States shall be at depositories that are designated as an approved depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines; *provided further*, that the Debtors shall provide prior written notice to the extent reasonably practicable, email notice being sufficient, to counsel to the Ad Hoc Group of Senior Secured Creditors, counsel to the 2028 OpCo Ad Hoc Group, counsel to the Administrative Agent and the Lenders under the Securitization Facility, the U.S. Trustee, and, if appointed, counsel to any statutory committee, email notice being sufficient, of such opening or closing of any Account and such opening or closing shall be timely reported in the Debtors' monthly operating reports.

4. The Banks are authorized and directed to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations set forth herein, to the extent that sufficient available funds are on deposit in the applicable Accounts to cover such payments. The Banks are authorized to

accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise. Nothing in this Final Order shall require Deutsche Bank to (a) extend credit to any Debtor, (b) honor any check, wire transfer, ACH transfer or other payment instruction in excess of the available funds on deposit in the applicable Account, (c) fund any overdraft or shortfall in any Account, or (d) provide any form of credit or liquidity support beyond what is expressly required under the applicable existing deposit agreement.

5. The Debtors are authorized, but not directed, to continue the Corporate Card Programs in the ordinary course and use, and perform their obligations under, the Corporate Card Programs, including, without limitation, paying any obligations related thereto regardless of whether such obligations arose prior to or after the Petition Date. All prepetition charges and fees due and owing under any agreements between the Credit Card Providers and the Debtors are authorized to be paid to the Credit Card Providers, as applicable pursuant to the terms of such agreements.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Final Order.

7. Each of the Debtors' Banks is authorized to debit the Debtors' accounts in the ordinary course of business notwithstanding the automatic stay imposed by section 362 of the

Bankruptcy Code (which is hereby modified to the extent necessary) and without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System. The Debtors' Banks may rely on the representations of the applicable Debtor with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein; *provided*, that nothing in this paragraph shall authorize any Bank to exercise any right of setoff, recoupment, or chargeback against any Collection Account, or against funds on deposit therein, other than for ordinary course Account Fees and returned items, and except as expressly permitted under the applicable Account Control Agreement (as defined in the Securitization Transaction Documents) in favor of the Collateral Agent under the Securitization Facility.

8. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, electronic funds transfers, ACH transfers, or other items in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, transfers, or other items;

(c) an innocent mistake made despite implementation of reasonable handling procedures; or (d) any action taken, or omitted to be taken, by Deutsche Bank in good faith in connection with applicable law, regulation or regulatory directive, as contemplated by paragraph 19 of this Final Order. Any payment of Account Fees or other amounts owed to Deutsche Bank (whether arising prepetition or postpetition) that is authorized pursuant to this Final Order shall not, solely by reason of such authorization or such payment, be subject to avoidance, recovery or disgorgement under sections 547, 548 or 550 of the Bankruptcy Code or under any other avoidance theory and the Debtors expressly waive any right to seek avoidance of any such payment authorized herein. The Debtors shall indemnify, defend and hold harmless Deutsche Bank (and its respective affiliates, directors, officers, employees, agents and representatives) to the extent set forth in the applicable deposit agreements between the Debtors and Deutsche Bank, except to the extent that any such losses, claims, damages, liabilities, costs or expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the fraud, gross negligence or willful misconduct of Deutsche Bank.

9. Any existing deposit agreements between any of the Debtors and their existing Banks shall continue to govern the postpetition cash management relationship between the applicable Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, without the need for further Court order. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of Accounts. The Debtors are hereby authorized, but not directed, without the need for any further Court order, to amend, notate, supplement or otherwise

modify any deposit agreement between any of the Debtors and Deutsche Bank, in each case in accordance with the applicable terms of such deposit agreement. Nothing in this Final Order, the Motion or any other order of this Court shall limit, impair, modify, or waive (a) any right of setoff, right of recoupment, banker's lien or security interest that Deutsche Bank holds against any funds on deposit in any Account, whether arising under applicable non-bankruptcy law, the applicable deposit agreement or otherwise, (b) any right of Deutsche Bank to assert, exercise or enforce any such right against any Account or the funds held therein or (c) any right of Deutsche Bank arising under applicable non-bankruptcy law with respect to any Account as set forth in any applicable deposit agreement or otherwise.

10. The Debtors are authorized pursuant to sections 363(c) and 364(a) of the Bankruptcy Code to continue to perform under and honor Intercompany Transactions in the ordinary course of business; *provided*, that no Intercompany Transaction shall include the use, transfer, sweep, or application of any Collections (as defined in the Securitization Transaction Documents) of Purchased Receivables (as defined in the Securitization Transaction Documents), proceeds of Purchased Receivables, or any other Collateral (as defined in the Securitization Transaction Documents), or of any funds on deposit in any Collection Account, except as expressly permitted under the Securitization Transaction Documents and each of the interim and final order entered by the Court in respect of the Debtors' motion seeking approval of the Securitization Facility, filed substantially contemporaneously herewith (collectively, such interim and final orders, the "***Securitization Facility Orders***").

11. All Intercompany Claims against one Debtor held by another Debtor or Non-Debtor Affiliate arising after the Petition Date as a result of Intercompany Transactions shall be accorded administrative expense priority status, in accordance with section 503(b) of the Bankruptcy Code;

provided, that such administrative expense priority status shall in all respects be junior and subordinate to the AR Superpriority Claims (as defined in the Securitization Transaction Documents). For the avoidance of doubt, the relief granted in this Final Order with respect to the postpetition Intercompany Transactions and the Intercompany Claims resulting therefrom shall not constitute a finding as to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen, and the Debtors and any other party in interest expressly reserve any and all rights with regard to the validity, priority, or status of any prepetition Intercompany Claim or any Intercompany Transaction from which such Intercompany Claim may have arisen.

12. Notwithstanding the foregoing, a Non-Debtor Affiliate shall not set off any postpetition obligations owed to a Debtor against any prepetition obligations owed by a Debtor to a Non-Debtor Affiliate to the disadvantage of the Debtors.

13. To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have until July 10, 2026, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines. The Debtors may obtain further extensions of the time period set forth in this paragraph by reaching a written agreement (email being sufficient) with the U.S. Trustee and filing a notice on the Court's docket regarding any such agreement reached with the U.S. Trustee without the need for further Court order; *provided*, that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

14. The Debtors shall maintain accurate records of all transfers within the Cash Management System, including Intercompany Transfers (including to or from Non-Debtor Affiliates), so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date. The Debtors shall maintain the Ledger, the Non-Cash Ledger, and the Summary Ledger to track intercompany economic activity within and across collateral groups during the Chapter 11 Cases. To the extent that the transfers within the Cash Management System are disbursements, they will be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors. The Debtors shall provide the Ledger, the Non-Cash Ledger, and the Summary Ledger for each calendar month to counsel to the Administrative Agent under the Securitization Facility, counsel to the Lenders under the Securitization Facility, counsel to the Ad Hoc Group of Senior Secured Creditors, and counsel to the 2028 OpCo Ad Hoc Group by the last day of the calendar month immediately following such calendar month; *provided* that to the extent that no such Intercompany Transactions are made in any calendar month, no such summary is required to be provided, but the Debtors shall inform counsel to the Administrative Agent under the Securitization Facility, counsel to the Lenders under the Securitization Facility, counsel to the Ad Hoc Group of Senior Secured Creditors, and counsel to the 2028 OpCo Ad Hoc Group that no such Intercompany Transactions were made in such calendar month.

15. Notwithstanding anything to the contrary in this Final Order, any Collections (as defined in the Securitization Transaction Documents) of Purchased Receivables (as defined in the Securitization Transaction Documents), proceeds of Purchased Receivables, or other Collateral (as defined in the Securitization Transaction Documents) that come into the possession or control of

any Debtor (other than as expressly permitted under the Securitization Transaction Documents) shall be held in trust for the benefit of the Borrower and the Secured Parties (each as defined in the Securitization Transaction Documents) and shall be remitted in the same form that it was received to the applicable Collection Account, or otherwise as required under the Securitization Transaction Documents, within one (1) Business Day of receipt, free and clear of any liens, claims, encumbrances, and other interests of the Debtors or their respective creditors. No Debtor shall commingle any such Collections, proceeds, or other Collateral with funds that do not constitute Collateral, except as expressly permitted under the Securitization Transaction Documents.

16. The Debtors are authorized to continue using, as such forms were in existence immediately before the Petition Date, the Business Forms, without reference to any Debtors' status as a debtor in possession; *provided*, that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new checks are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so.

17. Nothing in the Motion or this Final Order, or any payment made pursuant to this Final Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors'

estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

18. Nothing in this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

19. Nothing in this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Final Order.

20. Notwithstanding the relief granted in this Final Order, any payment made or authorized to be made pursuant to the authority granted herein, shall be subject to, in compliance with, and solely to the extent permitted by (i) each of the interim and final order entered by the Court in respect of the Debtors' motion seeking approval of the DIP Facilities, filed substantially contemporaneously herewith (collectively, such interim and final orders, the "***DIP Orders***"), including compliance with the Approved Budget (as defined in the DIP Orders) and (ii) the Securitization Facility Orders. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (i) the DIP Orders or (ii) the Securitization Facility Orders. To the extent there is any inconsistency between the terms of the DIP Orders or

Securitization Facility Orders, as applicable, and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders or the Securitization Facility Orders, as applicable, shall control in all circumstances.

21. Notwithstanding anything to the contrary in this Final Order: (a) nothing in this Final Order shall authorize (i) the grant of any lien on, security interest in, or administrative expense claim against, any of the Purchased Receivables (as defined in the Securitization Transaction Documents), the Collection Accounts, or any other Collateral (as defined in the Securitization Transaction Documents), or (ii) any modification of the Securitization Facility Orders or any Securitization Transaction Document, in each case without the prior written consent of the Administrative Agent and the Requisite Lenders (as defined in the Securitization Transaction Documents); and (b) Collections of Purchased Receivables and other funds that are subject to an Account Control Agreement (as defined in the Securitization Transaction Documents), including any Collection Account subject to a deposit account control agreement, shall continue to be processed and transferred pursuant to such agreement, and nothing in this Final Order shall authorize any Debtor to interfere with, redirect, or modify the processing or transfer of funds under such agreements.

22. Nothing in this Final Order shall limit, impair or otherwise prevent Deutsche Bank from complying with any applicable federal, state or foreign law, regulation, regulatory directive or order of any governmental or regulatory agency (including, without limitation, sanctions laws and regulations administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or any equivalent foreign law or regulation).

23. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

24. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

26. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order.

27. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Signed: _____, 2026
Houston, Texas

_____
UNITED STATES BANKRUPTCY JUDGE