***Execution Version***

**STRICTLY CONFIDENTIAL**

**GOLDMAN SACHS BANK USA**
200 West Street
New York, New York 10282

June 25, 2026

H.B. Fuller Company
1200 Willow Lake Boulevard
St. Paul, Minnesota 55110
Attention: [redacted]

**Project Amsterdam**
**Agency Fee Letter**

Ladies and Gentlemen:

Reference is made to the Fee and Syndication Letter, dated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Fee Letter") by and among you, Goldman Sachs Bank USA ("GS Bank") and you. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Bridge Credit Agreements (as defined in the Fee Letter).

**1. Fees.**

As consideration for GS Bank's agreement to structure, arrange and syndicate the Bridge Facilities, you jointly and severally agree to pay, or cause to be paid to GS Bank:

(a) a structuring fee (the "Secured Bridge Structuring Fees") in an aggregate amount equal to 0.25% of the aggregate principal amount of Secured Bridge Commitments on the date hereof, which shall be earned and payable on the date hereof (or (x) if such date is not a business day, such Secured Bridge Structuring Fee shall be payable on the next succeeding business day or (y) on such later date as the Initial Secured Bridge Lender may agree in its sole discretion), it being understood and agreed that the Secured Bridge Structuring Fee shall be payable regardless of whether the closing and funding under the Secured Bridge Facility shall occur;

(b) a structuring fee (the "Unsecured Bridge Structuring Fee") in an aggregate amount equal to 0.25% of the aggregate principal amount of the Unsecured Bridge Commitments on the date hereof, which shall be earned and payable on the date hereof (or (x) if such date is not a business day, such Unsecured Bridge Structuring Fee shall be payable on the next succeeding business day or (y) on such later date as the Initial Unsecured Bridge Lender may agree in its sole discretion), it being understood and agreed that the Unsecured Bridge Structuring Fee shall be payable regardless of whether the closing and funding under the Unsecured Bridge Facility shall occur;

(c) an administration fee (the "Secured Bridge Agent Fee") for the account of the Administrative Agent in a per annum amount equal to $12,500, which fee will be payable in quarterly installments in advance commencing on, and subject to the occurrence of, the Secured Bridge Closing Date. If, prior to the final maturity date of the Secured Bridge Facility, the Secured Bridge Commitments are terminated, the Secured Bridge Agent Fee payable upon such termination shall be prorated in proportion to

(i) the number of days remaining until (but not including) the end of such fiscal quarter divided by (ii) the number of days in such fiscal quarter; and

(d) an administration fee (the "Unsecured Bridge Agent Fee" and, together with the Secured Bridge Structuring Fees, the Unsecured Bridge Structuring Fee and the Secured Bridge Agent Fee, the "Fees") for the account of the Administrative Agent in a per annum amount equal to $12,500, which fee will be payable in quarterly installments in advance commencing on, and subject to the occurrence of, the Unsecured Bridge Closing Date. If, prior to the final maturity date of the Unsecured Bridge Facility, the Unsecured Bridge Commitments are terminated, the Unsecured Bridge Agent Fee payable upon such termination shall be prorated in proportion to (i) the number of days remaining until (but not including) the end of such fiscal quarter divided by (ii) the number of days in such fiscal quarter.

You agree that, once paid, the Fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated hereunder are consummated. All Fees payable hereunder shall be paid in U.S. dollars and in immediately available funds, shall be free and clear of and without deduction for any and all present or future applicable taxes, levies, imports, deductions, charges or withholdings, shall be payable without setoff or counterclaim and shall be in addition to reimbursement of GS Bank's out-of-pocket expenses. You agree that we may, in our sole discretion, share all or a portion of any of the Fees payable pursuant to this Agency Fee Letter with any of our affiliates.

**2. Miscellaneous.**

It is understood and agreed that this Agency Fee Letter shall not constitute or give rise to any obligation to provide any financing. This Agency Fee Letter may not be amended or waived except by an instrument in writing signed by us and you. This Agency Fee Letter shall not be assignable by you without our prior written consent (and any purported assignment without such consent shall be null and void).

This Agency Fee Letter shall be governed by, and construed in accordance with, the law of the State of New York. The parties hereto hereby waive any right they may have to a trial by jury with respect to any claim, action, suit or proceeding arising out of or contemplated by this Agency Fee Letter. The parties hereto submit to the exclusive jurisdiction of the federal and New York State courts located in the County of New York in connection with any dispute related to, contemplated by, or arising out of this Agency Fee Letter and agree that any service of process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and agree that any final judgments in any such suit, action or proceeding brought in any such court shall be conclusive and may be enforced in other jurisdictions by suit upon the judgment or in any other manner provided by law. For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person pursuant to any "whistleblowing" or other similar program of such governmental, regulatory or self-regulatory authority.

This Agency Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Agency Fee Letter by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agency Fee Letter. The words "execution," "signed," and "signature," and words of like import in or related to this Agency Fee Letter shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and the New York State Electronic Signatures and Records Act.

This Agency Fee Letter contains the entire agreement among the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto. Section headings herein are for convenience only and are not a part of this letter agreement. This Agency Fee Letter is solely for the benefit of the Company and GS&Co., and no other person shall acquire or have any rights under or by virtue of this letter agreement. No party hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages incurred by such other party arising out of or in connection with this letter agreement or the transactions contemplated hereby, even if advised of the possibility thereof.

The provisions of Sections 5 and 7 of the Fee Letter are incorporated herein, *mutatis mutandis*, as though fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Agency Fee Letter.

Very truly yours,

[redacted]

Accepted and agreed to as of
the date first written above by:

**H.B. FULLER COMPANY**

By: [redacted]