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
Fee and Syndication Letter

Ladies and Gentlemen:

Reference is made to (i) the Secured Bridge Credit Agreement, dated as of the date hereof (including the exhibits and other attachments thereto, the "Secured Bridge Credit Agreement", the facilities provided therein, the "Secured Bridge Facility", the commitments provided thereunder, the "Secured Bridge Commitments" and the loans provided thereunder, the "Secured Bridge Loans") among H.B. Fuller Company, a Minnesota corporation ("Borrower", "Company" or "you"), Goldman Sachs Bank USA ("GS Bank"), as administrative agent (in such capacity, the "Secured Bridge Administrative Agent"), GS Bank, as initial lender (in such capacity, the "Initial Secured Bridge Lender") and the other lenders and agents from time to time party thereto and (ii) the Unsecured Bridge Credit Agreement, dated as of the date hereof (including the exhibits and other attachments thereto, the "Unsecured Bridge Credit Agreement", and, together with the Secured Bridge Credit Agreement, the "Bridge Credit Agreements", the facilities provided therein, the "Unsecured Bridge Facility" and together with the Secured Bridge Facility, the "Bridge Facilities", the commitments provided thereunder, the "Unsecured Bridge Commitments", (together with the Secured Bridge Commitments, the "Commitments") and the loans provided thereunder, the "Unsecured Bridge Loans" and, together with the Secured Bridge Loans, the "Loans") among the Company, H.B. Fuller Medical Adhesive Technologies Inc., a Delaware corporation, GS Bank, as administrative agent (in such capacity, the "Unsecured Bridge Administrative Agent" and together with the Secured Bridge Administrative Agent, the "Administrative Agents"), GS Bank, as initial lender (in such capacity, the "Initial Unsecured Bridge Lender" and together with the Initial Secured Bridge Lender, the "Initial Lenders") and the other lenders and agents from time to time party thereto. You have advised GS Bank that you intend to consummate the Amsterdam Acquisition and the other Transactions described in the Secured Bridge Credit Agreement and the Unsecured Bridge Credit Agreement. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable.

1. Titles and Roles.

GS Bank is pleased to confirm its agreement to act, and you hereby appoint GS Bank to act, as the sole lead arranger and sole bookrunner (acting in such capacities, the "Lead Arranger" and together with the Initial Lenders, collectively, the "Initials Financing Parties", "we" or "us") with respect to the Bridge Facilities. GS Bank is pleased to confirm its agreement to act for the Bridge Facilities. You agree that no other agents, co-agents, lead arrangers, arrangers, lead bookrunners or bookrunners will be appointed, no other titles will be awarded and no compensation will be paid in connection with the Bridge Facilities, unless you and we shall agree, such agreement not to be unreasonably withheld, conditioned or delayed; provided, that in connection with the syndication of the Bridge Facilities, you may (in consultation with the Lead Arranger) appoint financial institutions reasonably acceptable to the Lead Arranger to act as documentation agents, co-managers or other similar roles (but not joint lead arrangers or joint bookrunners) for the Bridge Facilities, in each case, in accordance with the Syndication Plan (as defined below) (the "Additional Agents"); provided that (a) in no event shall you allocate more than 70% of the total economic consideration in respect of either Bridge Facility to the Additional Agents, (b) in no event shall the percentage of the total economic consideration paid to GS Bank in connection with the establishment of or any incurrence under the Bridge Facilities be less than its and its respective affiliates' percentage of the total commitment in respect of, or the total amounts funded under the Loans at the time of such incurrence of, such Bridge Facility, (c) in no event shall the total economic consideration paid to any other Additional Agent in respect of either Bridge Facility be greater than the total economic consideration paid to GS Bank in respect of such Bridge Facility and (d) each Additional Agent shall assume a percentage of the total commitment in respect of, or the total amounts funded under the Loans at the time of such incurrence of, such Bridge Facility that is commensurate with the total economic consideration paid to such Additional Agent in respect of such Bridge Facility.

2. Syndication.

(a) Secured Bridge Facility

The Lead Arranger intends and reserves the right, after the execution of the Secured Bridge Credit Agreement, to syndicate all or a part of the Initial Secured Bridge Lender's commitments to one or more financial institutions and/or lenders (collectively with the Initial Secured Bridge Lenders, the "Secured Bridge Lenders") in one or more stages, and you acknowledge and agree that the commencement of syndication shall occur as mutually agreed between us and you in accordance with the syndication plan (the "Secured Bridge Syndication Plan"). The selection of the Secured Bridge Lenders shall be made jointly by the Lead Arranger and the Borrower in accordance with the Secured Bridge Syndication Plan; provided that, following the Closing Date, any assignments of Commitments (as defined in the Secured Bridge Credit Agreement) shall be in accordance with Section 9.04 of the Secured Bridge Credit Agreement. The Lead Arranger will not syndicate the Secured Bridge Commitments to any institution identified as an "Ineligible Institution" (as defined in the Secured Bridge Credit Agreement). The Lead Arranger will lead the syndication, including determining the timing of all offers to potential Secured Bridge Lenders, any title of agent or similar designations or roles awarded to any Secured Bridge Lender (subject, however, to your rights to appoint Additional Agents as provided above) and the acceptance of commitments, the amounts offered, the final commitment allocations and the compensation provided to each Secured Bridge Lender from the amounts to be paid to the Initial Financing Parties pursuant to the term of the Secured Bridge Credit Agreements and this Fee and Syndication Letter; provided, that all such determinations shall be made jointly by the Lead Arranger and the Borrower in accordance with the Secured Bridge Syndication Plan.

The Secured Bridge Commitments of the Initial Secured Bridge Lenders under the Secured Bridge Credit Agreement shall be reduced on a pro rata basis (or allocated between them as they may otherwise determine) on a dollar-for-dollar basis as and when Secured Bridge Commitments for the Secured Bridge Facility are received from Secured Bridge Lenders to the extent that each such Secured Bridge Lender becomes a party to the Secured Bridge Credit Agreement as a "Lender" thereunder, and you agree, promptly upon the Lead Arranger's request, to execute an Assignment and Assumption with respect to each Secured Bridge Lender that is selected in accordance with the foregoing provisions of this Section 2; provided, further, however, that in the case of any syndication of a portion of the Secured Bridge Commitments as set forth above other than to a Secured Bridge Lender which is set forth in the Secured Bridge Syndication Plan or the Borrower has otherwise approved (such approval not to be unreasonably withheld, delayed or conditioned; provided, that if the Certain Funds Period has not terminated such approval shall be at the Borrower's sole discretion) the Initial Secured Bridge Lenders shall not be relieved, released or novated from their respective obligations under the relevant Secured Bridge Credit Agreement with respect to such portion of the Initial Secured Bridge Lenders' respective Secured Bridge Commitments until the funding of the Secured Bridge Loans on the date set forth as the "Closing Date" in the Secured Bridge Credit Agreement (the "Secured Bridge Closing Date") has occurred and the Certain Funds Period has terminated.

To facilitate an orderly Secured Bridge Successful Syndication, you agree that until the earliest of (x) the termination of the syndication by the Lead Arranger, (y) the date a Secured Bridge Successful Syndication is achieved and (z) 90 days following the Secured Bridge Closing Date (such earliest date, the "Secured Bridge Syndication Date"), the Borrower will not syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of any debt facility or any debt or equity security of the Borrower or any of its subsidiaries that would reasonably be expected to materially impair the syndication of the Secured Bridge Facility as reasonably determined by the Lead Arranger, including any renewals or refinancings of any existing debt facility or debt security (other than (a) the Secured Bridge Facility, (b) the Unsecured Bridge Facility, (c) any permanent financing to replace or refinance the Secured Bridge Facility or the Unsecured Bridge Facility, (d) commercial paper issuance, (e) ordinary course capital leases, letters of credit and purchase money and equipment financings, (f) intercompany debt among the Borrower and/or its subsidiaries, (g) any amendment, refinancing or renewal of the Existing A&R Credit Agreement; provided, that such amendment, refinancing or renewal shall be actively coordinated by the applicable administrative agent thereunder together with the Lead Arranger and (h) debt of the Borrower incurred to refinance, repurchase, repay, redeem or defease the Borrower's debt in respect of its 4.000% senior notes due 2027 or 4.250% senior notes due 2028).

A "Secured Bridge Successful Syndication" means, with respect to the Secured Bridge Facility, a syndication of such Secured Bridge Facility that results in the Initial Secured Bridge Lenders' and their affiliates' aggregate unassigned portion of Secured Bridge Commitments or Secured Bridge Loans being no greater than 30% of the aggregate Secured Bridge Commitments or Secured Bridge Loans then outstanding as a result of Secured Bridge Lenders becoming party to the Bridge Credit Agreement.

(b) *Unsecured Bridge Facility*

The Lead Arranger intends and reserves the right, after the execution of the Unsecured Bridge Credit Agreement, to syndicate all or a part of the Initial Unsecured Bridge Lender's commitments to one or more financial institutions and/or lenders (collectively with the Initial Unsecured Bridge Lenders, the "Unsecured Bridge Lenders" and together with the Secured Bridge Lenders, the "Lenders") in one or more stages, and you acknowledge and agree that the commencement of syndication as mutually agreed between us and you in accordance with the syndication plan (the "Unsecured Bridge Syndication Plan"). The selection of the Unsecured Bridge Lenders shall be made jointly by the Lead Arranger and the Borrower in accordance with the Unsecured Bridge Syndication Plan; provided that, following the Closing Date, any assignments of Commitments (as defined in the Unsecured Bridge Credit Agreement) shall be in accordance with Section 9.04 of the Unsecured Bridge Credit Agreement. The Lead Arranger will not syndicate the Unsecured Bridge Commitments to any institution identified as an "Ineligible Institution" (as defined in the Unsecured Bridge Credit Agreement). The Lead Arranger will lead the syndication, including determining the timing of all offers to potential Unsecured Bridge Lenders, any title of agent or similar designations or roles awarded to any Unsecured Bridge Lender (subject, however, to your rights to appoint Additional Agents as provided above) and the acceptance of commitments, the amounts offered, the final commitment allocations and the compensation provided to each Unsecured Bridge Lender from the amounts to be paid to the Initial Financing Parties pursuant to the term of the Unsecured Bridge Credit

Agreements and this Fee and Syndication Letter; provided, that all such determinations shall be made jointly by the Lead Arranger and the Borrower in accordance with the Unsecured Bridge Syndication Plan.

The Unsecured Bridge Commitments of the Initial Unsecured Bridge Lenders under the Unsecured Bridge Credit Agreements shall be reduced on a pro rata basis (or allocated between them as they may otherwise determine) on a dollar-for-dollar basis as and when Unsecured Bridge Commitments for the Unsecured Bridge Facilities are received from Unsecured Bridge Lenders to the extent that each such Unsecured Bridge Lender becomes a party to the Unsecured Bridge Credit Agreement as a "Lender" thereunder, and you agree, promptly upon the Lead Arranger's request, to execute an Assignment and Assumption with respect to each Unsecured Bridge Lender that is selected in accordance with the foregoing provisions of this Section 2; provided, further, however, that in the case of any syndication of a portion of the Unsecured Bridge Commitments as set forth above other than to an Unsecured Bridge Lender which is set forth in the Unsecured Bridge Syndication Plan or the Borrower has otherwise approved (such approval not to be unreasonably withheld, delayed or conditioned; provided, that if the Certain Funds Period has not terminated such approval shall be at the Borrower's sole discretion) the Initial Unsecured Bridge Lenders shall not be relieved, released or novated from their respective obligations under the relevant Unsecured Bridge Credit Agreement with respect to such portion of the Initial Unsecured Bridge Lenders' respective Unsecured Bridge Commitments until the funding of the Unsecured Bridge Loans on the date set forth as the "Closing Date" in the Unsecured Bridge Credit Agreement (the "Unsecured Bridge Closing Date" and together with the Secured Bridge Closing Date, the "Closing Date") has occurred and the Certain Funds Period has terminated.

To facilitate an orderly Unsecured Bridge Successful Syndication, you agree that until the earliest of (x) the termination of the syndication by the Lead Arranger, (y) the date Unsecured Bridge Successful Syndication is achieved and (z) 90 days following the Unsecured Bridge Closing Date (such earliest date, the "Unsecured Bridge Syndication Date"), the Borrower will not syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of any debt facility or any debt or equity security of the Borrower or any of its subsidiaries that would reasonably be expected to materially impair the syndication of the Unsecured Bridge Facility as reasonably determined by the Lead Arranger, including any renewals or refinancings of any existing debt facility or debt security (other than (a) the Secured Bridge Facility, (b) the Unsecured Bridge Facility, (c) any permanent financing to replace or refinance the Secured Bridge Facility or the Unsecured Bridge Facility, (d) commercial paper issuance, (e) ordinary course capital leases, letters of credit and purchase money and equipment financings, (f) intercompany debt among the Borrower and/or its subsidiaries, (g) any amendment, refinancing or renewal of the Existing A&R Credit Agreement; provided, that such amendment, refinancing or renewal shall be actively coordinated by the applicable administrative agent thereunder together with the Lead Arranger and (h) debt of the Borrower incurred to refinance, repurchase, repay, redeem or defease the Borrower's debt in respect of its 4.000% senior notes due 2027 or 4.250% senior notes due 2028).

An "Unsecured Bridge Successful Syndication" means, with respect to the Unsecured Bridge Facility, a syndication of such Unsecured Bridge Facility that results in the Initial Unsecured Bridge Lenders' and their affiliates' aggregate unassigned portion of Unsecured Bridge Commitments or Unsecured Bridge Loans being no greater than 30% of the aggregate Unsecured Bridge Commitments or Unsecured Bridge Loans then outstanding as a result of Unsecured Bridge Lenders becoming party to the Unsecured Bridge Credit Agreement.

The Borrower agrees to use commercially reasonable efforts to ensure that the Lead Arranger's syndication efforts benefit from the existing lending relationships of the Borrower and its subsidiaries.

Until the Secured Bridge Syndication Date (with respect to the Secured Bridge Facility) or the Unsecured Bridge Syndication Date (with respect to the Unsecured Bridge Facility), the Borrower agrees to cooperate with the Lead Arranger in connection with (and to the extent related to Amsterdam, to the extent consistent with the Amsterdam Acquisition Documents): (i) the preparation of one or more customary information packages for the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable, regarding the business, operations, financial projections and prospects of the Borrower and Amsterdam (it being understood and accepted by us that you have no right to require Amsterdam to cooperate prior to the consummation of the Amsterdam Acquisition) (collectively, the "Confidential Information Memorandum") including, without limitation, all information relating to the transactions contemplated hereunder prepared by or on behalf of the Borrower deemed reasonably necessary by the Lead Arranger to complete the syndication of the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable, (ii) using commercially reasonable efforts to obtain prior to the launch of general syndication updated ratings of the Borrower's senior unsecured indebtedness from Moody's Investor Services, Inc. ("Moody's") and from Standard & Poor's Financial Services LLC ("S&P"), in each case taking into account the Transactions, (iii) the presentation of one or more information packages for the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable, in format and content reasonably acceptable to the Lead Arranger and the Borrower (collectively, the "Lender Presentation") in meetings and other communications with prospective Lenders or agents in connection with the syndication of the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable, (iv) executing one or more Assignment and Assumptions with Lenders selected in accordance with the foregoing provisions of this Section 2 and (v) arranging for direct contact between senior management and representatives, with appropriate seniority and expertise, of the Borrower with prospective Lenders and participation of such persons in meetings at reasonable times and locations mutually agreed upon. It is also understood that the Borrower will not be required to provide any information to the extent that the provision thereof would violate (i) any attorney-client privilege or (ii) law, rule or regulation applicable to the Borrower, Amsterdam or you and their respective affiliates (including the Takeover Code or any guidance or practice statements issued by the Takeover Panel in connection therewith) or (iii) any obligation of confidentiality from a third party binding on you, Amsterdam or your or their respective affiliates (so long as (x) such confidentiality obligation was not entered into in contemplation of the Transactions, (y) you use commercially reasonable efforts to obtain a waiver of such confidentiality obligation and/or otherwise communicate the relevant information in a way that does not breach such confidentiality obligation and (z) you provide the Lead Arranger with notice of such confidentiality obligation, but solely if providing such notice would not violate such confidentiality obligation). The Borrower acknowledges that it is solely responsible for the contents of the Confidential Information Memorandum and the Lender Presentation (other than, in each case, any information contained therein, that has been provided for inclusion therein by the Initial Financing Parties solely to the extent such information relates to the Initial Financing Parties) and the Initial Financing Parties will be using and relying upon the contents of any such Confidential Information Memorandum and Lender Presentation and all other written information, documentation or materials, in each case, delivered by or on your behalf to the Initial Financing Parties in connection therewith (collectively, the "Information") without independent verification thereof. The Borrower agrees that Information regarding the Bridge Facilities and Information provided by the Borrower or its representatives to any Initial Financing Party in connection with the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable (including, without limitation, draft and execution versions of the Loan Documents, the Confidential Information Memorandum, the Lender Presentation, publicly filed financial statements, and draft or final offering materials relating to contemporaneous or prior securities issuances by the Borrower), may be disseminated to potential Lenders and other persons through one or more secure internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the "Platform")) created for purposes of syndicating the Secured Bridge Facility or the Unsecured Bridge Facility, as applicable, or otherwise, in accordance with the Lead Arranger's standard syndication practices, and you acknowledge that neither the Initial Financing Parties nor any of their respective affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform except to the extent such damages are found to have resulted from the bad faith, willful misconduct or gross negligence of or such Initial Financing Party as determined by a court of competent jurisdiction in a final and non-appealable judgment.

Notwithstanding the foregoing paragraphs in this Section 2, nothing in this Fee and Syndication Letter shall obligate you to, or cause Amsterdam or its subsidiaries to, provide any Information with respect to Amsterdam or its subsidiaries or to provide any assistance from Amsterdam and its subsidiaries with respect to the syndication of the Bridge Credit Agreements.

The Borrower acknowledges that certain of the Lenders may be "public side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower, Amsterdam, their respective affiliates or the securities of any of the foregoing) (each, a "Public Lender"). At the request of the Lead Arranger, the Borrower agrees to prepare an additional version of the Confidential Information Memorandum and the Lender Presentation to be used by Public Lenders that does not contain material non-public information concerning the Borrower and its affiliates or the securities of any of the foregoing. It is understood that in connection with your assistance described above, you will provide a customary authorization letter to the Lead Arranger authorizing the distribution of the Information to prospective Lenders and containing a representation to the Initial Financing Parties, in the case of the public-side version, that such Information does not include material non-public information about the Borrower and its affiliates or the securities of any of the foregoing. In addition, at our request, the Borrower will clearly designate as such all Information provided to any Initial Financing Party by or on behalf of the Borrower which is suitable to make available to Public Lenders. The Borrower acknowledges and agrees that the following documents may be distributed to all Lenders (including Public Lenders) (unless the Borrower promptly notifies the Lead Arranger in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective private Lenders): (a) drafts and final versions of the Loan Documents; and (b) administrative materials prepared by the Lead Arranger for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda).

3. Information.

The Borrower represents and covenants that (a) all written Information (other than projections and other forward-looking materials and information of a general economic or industry specific nature) provided by or on behalf of the Borrower or any of its representatives to the Initial Financing Parties or the Lenders in connection with the Transactions is and will be when furnished, when taken as a whole, complete and correct in all material respects and does not and will not contain when furnished, when taken as a whole, any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (in each case after giving effect to all supplements and updates provided thereto); provided, it is acknowledged that such representation and covenant with respect to Amsterdam, its Subsidiaries and its representatives is made based on information made available by Amsterdam; and (b) the financial projections and other forward-looking information that have been or will be made available to the Initial Financing Parties or the Lenders by or on behalf of the Borrower in connection with the Transactions have been and will be prepared in good faith based upon reasonable assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections are furnished to the Initial Financing Parties or the Lenders, it being understood and agreed that projections and other forward-looking information are as to future events and are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are out of the Borrower's or Amsterdam's control, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such projections may differ significantly from the projected results and such differences may be material. You agree that if at any time prior to the latest of (i) the Secured Bridge Closing Date, (ii) the Unsecured Bridge Closing Date, (iii) the Secured Bridge Syndication Date and (iv) the Unsecured Bridge Syndication Date, you become aware that any of the representations in the preceding sentence would be incorrect (insofar as it applies to the information and projections concerning Amsterdam, based on information made available by Amsterdam) if the Information and projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and projections so that such representations will be correct in light of the circumstances under which such statements are made (insofar as it applies to information regarding Amsterdam, based on information made available by Amsterdam). In arranging and syndicating the Bridge Facilities, we will be entitled to use and rely on the Information and the projections without responsibility for independent verification thereof. We have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, Amsterdam or any other party or to advise or opine on any related solvency issues.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Fee and Syndication Letter. You acknowledge that we may share with any of our affiliates, and such affiliates may share with us, any information related to the Transactions, you and your subsidiaries or Amsterdam or any of the matters contemplated hereby in connection with the Transactions solely for the purpose of providing the services contemplated by this Fee and Syndication Letter.

4. Fees.

(a) Secured Bridge Facility

As consideration for the Lead Arranger's agreement to structure, arrange and syndicate the Secured Bridge Facility and the Initial Secured Bridge Lenders' commitments under the Secured Bridge Credit Agreement in respect of the Secured Bridge Facility, you jointly and severally agree to pay, or cause to be paid, the following fees:

(i) For the ratable account of each Initial Secured Bridge Lender, a commitment fee (the "Secured Bridge Commitment Fees") equal to (1) 0.40% of the aggregate committed amount of the Secured Bridge Facility on the date hereof (which shall, for the avoidance of doubt, include the aggregate principal amount of Revolving Commitments under the Secured Bridge Credit Agreement), which shall be earned and payable on the date hereof (or (x) if such date is not a business day on the next succeeding business day or (y) on such later date as the Initial Secured Bridge Lender may agree in its sole discretion), plus (2) 0.20% of the aggregate committed amount of the Secured Bridge Facility on the earlier of (x) the 120th day after the date hereof and (y) the Secured Bridge Closing Date (immediately prior to giving effect to the funding, if any, of any Secured Bridge Loans funded on such date and which shall, for the avoidance of doubt, include the aggregate principal amount of Revolving Commitments under the Revolving Facility), which shall be earned and payable on such earlier date (or if such date is not a business day on the next succeeding business day); provided that if all of the Secured Bridge Commitments are terminated on or prior to 30 days from the date hereof (other than a termination of the Secured Bridge Commitments in connection with funding the Secured Bridge Facility on or prior to 30 days from the date hereof), the Secured Bridge Commitment Fees shall be repaid to you; and

(ii) For the ratable account of each Secured Bridge Lender, a funding fee (the "Secured Bridge Funding Fees") equal to the sum of 0.625% of the aggregate principal amount of the Secured Bridge Loans funded by such Secured Bridge Lender on the Secured Bridge Closing Date;

#102517653v15

(including, for the avoidance of doubt, the Revolving Loans funded by such Secured Bridge Lender on the Secured Bridge Closing Date), which shall be earned and payable on, and subject to the occurrence of, the Secured Bridge Closing Date.

(b) Unsecured Bridge Facility

As consideration for GS Bank's agreement to structure, arrange and syndicate the Unsecured Bridge Facility and the Initial Unsecured Bridge Lenders' commitments under the Unsecured Bridge Credit Agreement in respect of the Unsecured Bridge Facility, you jointly and severally agree to pay, or cause to be paid, the following fees:

(i) For the ratable account of each Initial Unsecured Bridge Lender, a commitment fee (the "Unsecured Bridge Commitment Fees" and, together with the Secured Bridge Commitment Fee, the "Bridge Commitment Fees") equal to (1) 0.50% of the aggregate committed amount of the Unsecured Bridge Facility on the date hereof, which shall be earned and payable on the date hereof (or (x) if such date is not a business day on the next succeeding business day or (y) on such later date as the Initial Unsecured Bridge Lender may agree in its sole discretion), and (2) 0.25% of the aggregate committed amount of the Unsecured Bridge Facility outstanding on the earlier of (x) the 120th day after the date hereof and (y) the Unsecured Bridge Closing Date (immediately prior to giving effect to the funding, if any, of any Unsecured Bridge Loans funded on such date), which shall be earned and payable on such earlier date (or if such date is not a business day on the next succeeding business day); and

(ii) For the ratable account of each Unsecured Bridge Lender, a funding fee (the "Unsecured Bridge Funding Fees" and together with the Secured Bridge Funding Fees, the "Bridge Funding Fees" and the Bridge Funding Fees together with the Bridge Commitment Fees, the "Fees") equal to 0.625% of the aggregate principal amount of the Unsecured Bridge Loans funded by such Unsecured Bridge Lender on the Unsecured Bridge Closing Date, which shall be earned and payable on, and subject to the occurrence of, the Unsecured Bridge Closing Date.

You agree that, once paid, the Fees or any part thereof payable hereunder shall not be refundable under any circumstances (except to the extent expressly set forth herein with respect to the Secured Bridge Commitment Fee), regardless of whether the transactions (including the Transactions) or borrowings contemplated by the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable, are consummated. All Fees payable hereunder and under this Fee and Syndication Letter 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 the Engagement Party'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 Fee and Syndication Letter with any of our affiliates or the other Lenders.

The Borrower also agrees that, if, at any time from the date hereof until the Long-Stop Date, in connection with the Amsterdam Acquisition or any similar transaction that results in an acquisition of Amsterdam or the acquisition of all or a substantial portion of the equity interests or assets of Amsterdam by the Borrower or any of its Subsidiaries (such transaction, an "Alternate Transaction"), a financial institution other than the Initial Lenders arranges bank, bridge or similar loan financing (it being understood that the issuance of commercial paper shall not constitute a loan financing for purposes of this paragraph) for the Borrower or its subsidiaries in lieu of the Loans (such bank, bridge or similar loan financing, the "Alternate Financing"), each Initial Lender will be entitled (to the extent not already paid to it or its affiliate hereunder) to an amount equal to the sum of 50% of the Bridge Commitment Fees and 50% of the Bridge

Funding Fees payable to it in connection with the Commitments and Loans that would have been payable on the date of the first funding by it (or its affiliate) of its (or such affiliate's) original Commitment, unless with respect to each Initial Lender (i) such Initial Lender terminates its Commitment prior to the stated termination date thereof, (ii) such Initial Lender has breached its obligation to fund (or states in writing that it does not intend to fund) its Commitment, on the terms and conditions contemplated by the relevant Bridge Credit Agreement (as determined in a final, non-appealable judgment of a court of competent jurisdiction), or (iii) in the case of any financing in respect of an Alternate Transaction, such Initial Lender (or its affiliate) was offered a bona fide right of first refusal to arrange the Alternate Financing in the capacities, roles and with the economics contemplated by this Fee and Syndication Letter, and such Initial Lender (or its affiliate) declined such offer.

5. Indemnification; Fees and Expenses.

You will indemnify and hold harmless the Lead Arranger and each Initial Lender and its Related Parties (each, an "indemnified person") in accordance with the terms set forth in Section 9.03 of the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof). Notwithstanding any other provision of this Fee and Syndication Letter, no indemnified person shall be liable for any special, indirect, consequential or punitive damages in connection with this Fee and Syndication Letter, the Bridge Facilities, the use of the proceeds thereof, the Transactions or any related transaction.

Whether or not the Amsterdam Acquisition is consummated or the Bridge Facilities are funded, you agree to pay, or reimburse the expenses of each Initial Financing Party in accordance with the terms set forth in Section 9.03 of the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable (without giving effect to any modifications, consents, amendments or waivers thereto or any termination thereof).

6. Assignments.

This Fee and Syndication Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (not to be unreasonably withheld) (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and, except as set forth above in respect of indemnified persons, is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Each Initial Financing Party may assign its agreements hereunder, in whole or in part, to (i) any of its affiliates or (ii) any other person subject to the consent of the Borrower provided, further, that, notwithstanding anything to the contrary herein, GS Bank shall have the right to (without the consent of any person or entity) reallocate, sell, assign or otherwise transfer its Commitment to Goldman Sachs Lending Partners LLC ("GSLP") or any affiliate of GS Bank or GSLP (and vice versa).

7. Confidentiality.

This Fee and Syndication Letter is delivered to you on the condition that neither the existence of this Fee and Syndication Letter nor any of its contents shall be disclosed, directly or indirectly, to any other person except (i) to your and your affiliates' respective officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents, independent auditors and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis, (ii) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a governmental authority (in which case you agree to the extent practicable and permitted under applicable law, rule or regulation to inform us promptly thereof), (iii) to any rating agency on a confidential basis, (iv) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Fee and Syndication Letter or the transactions contemplated hereby or enforcement hereof, (v) as required by the Takeover Code or any guidance or practice statement issued by the Takeover Panel in connection therewith or (vi) the aggregate sources and uses (including fees) may be disclosed (a) in filings with the Commission and other applicable regulatory authorities and stock exchanges, as required by law, or (b) in any pro forma presentation in a prospectus or other offering memorandum or information memorandum relating to any Financing.

Each Initial Lender will treat as confidential all confidential information provided to it by or on behalf of the Borrower in accordance with the terms set forth in Section 9.12 of the relevant Credit Agreement.

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.

8. Other Activities.

As you know, GS Bank is a full-service securities firm engaged, either directly or through its affiliates in various activities, including securities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, GS Bank or its affiliates may actively trade the debt and equity securities (or related derivative securities) of you or your affiliates and other companies which may be the subject of the arrangements contemplated by this letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. GS Bank or its affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities or other debt obligations of you or your affiliates or other companies which may be the subject of the transactions contemplated by this letter.

GS Bank and its affiliates may have economic interests that conflict with those of you. You agree that GS Bank will act under this letter as an independent contractor and that nothing in this Fee and Syndication Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary duty between GS Bank, on the one hand, and you or your respective stockholders or your affiliates on the other. You acknowledge and agree that (i) the transactions contemplated by this Fee and Syndication Letter are arm's-length commercial transactions between GS Bank, on the one hand, and you on the other, (ii) in connection therewith and with the process leading to such transaction, GS Bank is acting solely as a principal and not the agent or fiduciary of any of you or your management, stockholders, creditors or any other person, (iii) GS Bank has not assumed an advisory or fiduciary responsibility in favor of you with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether GS Bank or any of its affiliates has advised or is currently advising you on other matters) or any other obligation to any of you except the obligations expressly set forth in this Fee and Syndication Letter and (iv) you have consulted your own respective legal and financial advisors to the extent you deemed appropriate. You agree not to assert or allege any claim based on actual or potential conflict of interest arising or resulting from, on the one hand, the engagement of GS Bank in such capacity and our obligations hereunder, on the other hand. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto, as applicable. In addition, please note that none of GS Bank and its affiliates provide accounting, tax or legal advice. You hereby agree that you will not claim that GS Bank has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to any of you, in connection with such transaction or the process leading thereto.

In addition, GS Bank and its affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you or the Bridge Facilities. You acknowledge that none of GS Bank and its affiliates have any obligation to use in connection with the engagement, or to furnish to any of you, confidential information obtained from other companies.

Furthermore, you acknowledge that GS Bank and its affiliates may have fiduciary or other relationships whereby GS Bank and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of you, potential purchasers of the Securities or others with interest in respect of the Bridge Facilities. You acknowledge that GS Bank and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regards to GS Bank's relationships to you hereunder.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Fee and Syndication Letter and to allocate, in whole or in part, to such affiliates certain fees payable to us in such manner as we and such affiliates may agree in our sole discretion. You acknowledge that GS Bank may share with any of its affiliates, and such affiliates may share with GS Bank, any information related to the Bridge Facilities on a confidential and need-to-know basis.

9. Survival.

The compensation, reimbursement, indemnification, confidentiality, syndication and clear markets provisions contained herein shall remain in full force notwithstanding the termination of this Fee and Syndication Letter or the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable.

10. PATRIOT Act Notification, Etc.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act") and the requirements of 31 C.F.R. §1010.230 (the "Beneficial Ownership Regulation"), each Lender is required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information includes the name, address, tax identification number and other information regarding the Borrower and the Guarantors that will allow such Lender to identify the Borrower and the Guarantors in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Financial Institution and each Lender.

11. Miscellaneous.

It is understood and agreed that this Fee and Syndication Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Bridge Credit Agreements if accepted in accordance with their respective terms. This Fee and Syndication Letter may not be amended or waived except by an instrument in writing signed by us and you.

This Fee and Syndication 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 Fee and Syndication 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 Fee and Syndication 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.

This Fee and Syndication 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 Fee and Syndication Letter by electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee and Syndication Letter. The words "execution," "signed," and "signature," and words of like import in or related to this Fee and Syndication 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

[redacted]

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

H.B. FULLER COMPANY

By: [redacted]