Execution Version

STRICTLY CONFIDENTIAL

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

JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York, NY 10017

U.S. BANK NATIONAL ASSOCIATION
214 N. Tryon Street
Charlotte, NC 28202

CITIGROUP GLOBAL MARKETS INC.
388 Greenwich Street
New York, NY 10013

MUFG BANK, LTD.
1221 Avenue of the Americas
New York, NY 10020

MORGAN STANLEY SENIOR FUNDING, INC.
1585 Broadway
New York, NY 10036

PNC CAPITAL MARKETS LLC
300 Fifth Avenue
Pittsburgh, PA 15222

BOFA SECURITIES, INC.
One Bryant Park
New York, NY 10036

HSBC SECURITIES (USA) INC.
66 Hudson Boulevard East
New York, NY 10001

WELLS FARGO SECURITIES LLC
550 South Tryon Street
Charlotte, NC 28202

BMO CAPITAL MARKETS CORP.
151 West 42nd Street
New York, NY 10036

July 17, 2026

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

Project Amsterdam
Amended and Restated Engagement Letter (Bank Financing)

Ladies and Gentlemen:

Reference is made to (i) the Secured Bridge Credit Agreement, dated as of June 25, 2026 (including the exhibits and other attachments thereto, the "Secured Bridge Credit Agreement", and the facilities provided therein, collectively, the "Secured Bridge Facility") among H.B. Fuller Company, a Minnesota corporation ("Borrower", "Company" or "you"), H.B. Fuller Medical Adhesive Technologies Inc., a Delaware corporation, Goldman Sachs Bank USA ("GS Bank"), as 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 June 25, 2026 (including the exhibits and other attachments thereto, the "Unsecured Bridge Credit Agreement", and the facilities provided therein, collectively, the "Unsecured Bridge Facility" and together with the Secured Bridge Facility, the "Bridge Facilities") among the Company, H.B. Fuller Medical Adhesive Technologies Inc., a Delaware corporation, GS Bank, as administrative agent, GS Bank, as initial lender (in such capacity, an "Initial Unsecured Bridge Lender" and together with Bank of America, N.A. ("BANA"), Bank of Montreal, Citi (as defined below), HSBC Bank USA, N.A., JPMorgan Chase Bank, N.A. ("JPM"), Morgan Stanley Bank, N.A., MUFG Bank, Ltd. ("MUFG"), PNC Bank, National Association, PNC Capital Markets LLC ("PNC"), U.S. Bank National Association ("US Bank") and Wells Fargo Bank, N.A., collectively the "Initial Unsecured Bridge Lenders") and the other lenders and agents from time to time party thereto. Capitalized terms used but not otherwise defined in this letter agreement shall have the meanings assigned thereto in the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable.

This Amended and Restated Engagement Letter (Bank Financing), dated as of the date hereof (the "Engagement Letter"), by and among you, GS Bank, BofA Securities, Inc. or any designated affiliate ("BofA"), BMO Capital Markets Corp. ("BMO"), Citi, HSBC Securities (USA) Inc. ("HSBC"), JPM, Morgan Stanley Senior Funding, Inc. ("MS"), MUFG, PNC, US Bank and Wells Fargo Securities, LLC ("Wells Fargo") (collectively the "Engagement Parties", "we" or "us"), amends, restates and supersedes in its entirety that certain Engagement Letter (Bank Financing), dated as of June 25, 2026 (the "Original Signing Date" and such letter, the "Original Engagement Letter"), by and among GS Bank and you, and such Original Engagement Letter shall be of no further force or effect (other than with respect to any provisions thereof that survive pursuant to the express terms of the Original Engagement Letter).

For purposes of this Engagement Letter, "Citi" shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as any of them shall determine to be appropriate to provide the services contemplated herein. It is understood and agreed that CGMI is entering into this letter for and on behalf of Citi.

1. **Retention**. You agree to retain GS Bank, BofA, BMO, Citi, HSBC, JPM, MS, MUFG, PNC, US Bank and Wells Fargo, on an exclusive basis (except as provided below), as joint lead arrangers and joint bookrunners for you and your affiliates in connection with any credit facility (or any other interim bank financing, including any incremental or replacement facility under the Second Amended and Restated Credit Agreement, dated as of February 15, 2023 (as amended by the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 16, 2023, as amended by the Refinancing and Incremental Amendment, dated as of March 4, 2024 and as amended by the Refinancing Amendment No. 2, dated as of March 6, 2025, as so amended, the "Existing Credit Agreement"; the revolving credit facility provided therein, the "Existing RCF"; the term loan "A" credit facility provided therein, the "Existing TLA"; the term loan "B" credit facility provided therein, the "Existing TLB"; and the Existing TLB, together with the Existing RCF and the Existing TLA, the "Existing Credit Agreement Tranches") by and among you, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "Existing Administrative Agent"))), in each case, prior to the expiration or termination of this Engagement Letter in accordance with Section 5 hereof and for which material net cash proceeds of which are specifically intended to be applied (a) to finance any portion of the cash needed to consummate the Amsterdam Acquisition, (b) to refinance or replace any Bridge Facility (it being understood that only GS Bank shall be retained in the foregoing capacities with respect to any refinancing or replacement of the Secured Bridge Facility), (c) to refinance or replace any interim financing of you issued to finance the Amsterdam Acquisition, (d) to refinance or replace any Existing Credit Agreement Tranche or existing unsecured notes issued by the Borrower ("Existing Notes"; and, together with the Existing Credit Agreement Tranches, the "Existing Debt"), in the case of this clause (d), to the extent such replacement or refinancing is in connection with the Amsterdam Acquisition or otherwise consummated prior to the expiration or termination of this Engagement Letter in accordance with Section 5 hereof (any refinancing or replacement contemplated by this clause (d), a "Specified Bank Refinancing Transaction"), (e) to refinance or replace any outstanding indebtedness of Amsterdam in existence on the Closing Date in connection with the Amsterdam Acquisition or (f) to pay any fees or expenses in connection with the foregoing (a "Bank Financing"). It is understood and agreed that, with respect to any Bank Financing, GS Bank (or its designated affiliate) shall be "lead left" arranger and (other than with respect to a Bank Financing to refinance or replace the Secured Bridge Facility) JPM shall have placement immediately to the right of GS Bank; provided that, notwithstanding the foregoing, with respect to any Specified Bank Refinancing Transaction that is either (x) in the form of a revolving credit facility and refinances or replaces the Existing RCF or (y) in the form of a customary term loan "A" facility and refinances or replaces the Existing TLA in full, with any excess proceeds of such term loan "A" facility being used solely to refinance other Existing Debt, the Borrower may appoint the Existing Administrative Agent (or its designated affiliate) as "lead left" arranger, so long as GS Bank (or its designated affiliate) is an arranger on such

Specified Bank Refinancing Transaction with placement immediately to the right of the Existing Administrative Agent (or its designated affiliate).

You agree to retain GS Bank (or its designated affiliate) as lead arranger in connection with any consent solicitation under the Existing Credit Agreement and with respect to any amendment under the Existing Credit Agreement to permit the Transactions (the "Consent Solicitation"). It is understood and agreed that, with respect to the Consent Solicitation, GS Bank (or its designated affiliate) shall be "lead left" arranger.

In addition, it is understood and agreed that, with respect to any Bank Financing or Consent Solicitation, you may not appoint any additional agents (other than the Existing Administrative Agent), co-agents, lead arrangers, arrangers, lead bookrunners, bookrunners and/or award any other title in connection with any Bank Financing or Consent Solicitation, unless you and we shall agree.

You acknowledge that this Engagement Letter is neither an express nor an implied commitment by us or any of our respective affiliates to act in any capacity in any such transaction referred to herein, to provide or arrange any financing or to purchase or place any debt securities or loans, which commitment or agreement, if any, will only exist if set forth in a separate underwriting, placement agency, purchase or other applicable type of agreement appropriate for any such transaction.

2. Fees and Expenses. As consideration for arranging any Bank Financing as set forth in Section 1 above, you agree to pay a takeout fee (the "Fees") in an amount equal to (i) other than in the case of a Specified Bank Refinancing Transaction, (a) 1.00% of the principal amount of senior unsecured Bank Financing incurred to reduce, refinance or repay the loans and commitments under the Bridge Facilities and (b) 0.875% of the principal amount of senior secured Bank Financing incurred to reduce, refinance or repay loans and commitments under the Bridge Facilities, (ii) in the case of a Specified Bank Refinancing Transaction in the form of a customary term loan "B" facility (a "TLB Facility"), 0.875% of the principal amount of such TLB Facility and (iii) in the case of a Specified Bank Refinancing Transaction (other than in the form of a TLB Facility), a percentage to be agreed by the parties, each acting reasonably, consistent with the fees customary for similar bank financing transactions, of the principal amount of term loans or revolving commitments incurred as part of such Specified Bank Refinancing Transaction; provided that it is understood and agreed that the Fees payable under this Engagement Letter shall not be duplicative of any fees payable under the Amended and Restated Engagement Letter (Securities Offering), dated July 17, 2026, between Goldman Sachs & Co. LLC, JPM, U.S. Bancorp Investments, Inc., Citi, MUFG Securities Americas Inc., Morgan Stanley & Co. LLC, PNC, BofA, HSBC, Wells Fargo, BMO and you.

Each of the Fees payable pursuant to this Section 2 with respect to any Bank Financing to reduce, refinance or repay loans and commitments under the Secured Bridge Facility shall be allocated solely to GS Bank.

Each of the other Fees payable pursuant to this Section 2 shall be allocated to each Engagement Party that participates as an arranger in any Bank Financing to reduce, refinance or repay loans and commitments under the Unsecured Bridge Facility as follows: 30% to GS Bank, 17.5% to JPM, 10% to US Bank, 10% to Citi, 5% to MUFG, 5% to MS, 4.5% to PNC, 4.5% to BofA, 4.5% to HSBC, 4.5% to Wells Fargo and 4.5% to BMO.

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 (including the Transactions) or borrowings under the Bridge Facilities 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 the Engagement Parties' out-of-pocket expenses that may be provided in the definitive documentation related to such Bridge Facilities. In addition, you will pay or cause to be paid the expenses of any Bank Financing or Consent Solicitation as and to the extent provided in the definitive documentation related to such Bank Financing or the Consent Solicitation. The Engagement Parties reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Engagement Letter and to allocate, in whole or in part, to such affiliates certain fees payable to them in such manner as they and their respective affiliates may agree.

You understand that it may be necessary for you to pay (or cause to be paid) consent fees (the "Consent Fees") to each lender that participates in the Consent Solicitation. The aggregate amount of the Consent Fees, and the allocation thereof among the lenders under the Existing Credit Agreement, shall be as mutually agreed by the Engagement Parties and you to be reasonably necessary or advisable to facilitate the Consent Solicitation, and the entire amount of the Consent Fee shall be payable by you on, and subject to the occurrence of, the effectiveness of the consents. It is understood and agreed that no assurance can be given that the Consent Solicitation will be successful or any consent thereof will be obtained.

3. Cooperation. To assist us in a timely completion of the Bank Financing or the Consent Solicitation, you agree that you will cooperate with us and use commercially reasonable efforts to cause your advisors to do the same, and provide information reasonably available to you that is reasonably deemed necessary by us in connection with obtaining commitments for any other Bank Financings contemplated by this Engagement Letter. Such cooperation will also include, without limitation, at our reasonable request (and to the extent related to Amsterdam, to the extend consistent with the Amsterdam Acquisition Documents) (a) assisting in the preparation of a customary confidential information memoranda and other customary marketing materials to be used in connection with syndication of the Bank Financing or the Consent Solicitation (including, without limitation, using commercially reasonable efforts to maintain a corporate family rating from Moody's Investor Services, Inc. ("Moody's") and a corporate credit rating from Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. ("S&P")), (b) making appropriate officers and representatives of you (and using commercially reasonable efforts to cause Amsterdam to make its appropriate officers and representatives (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the consummation of the Amsterdam Acquisition)) reasonably available to us for a reasonable number of information meetings with potential lenders at such times and places as are mutually agreed (which may include one or more conference calls with such potential lenders and at least one "bank meeting" for the Bank Financings deemed reasonably necessary by us and agreed by you) and (c) otherwise cooperating with our due diligence investigation of you, Amsterdam and their respective subsidiaries (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the consummation of the Amsterdam Acquisition). It is understood that in connection with your assistance described above, you will provide a customary authorization letter to the arrangers of the Bank Financing or the Consent Solicitation authorizing the distribution of the Information to prospective lenders and containing a customary "10b-5" representation as to accuracy of information as it relates to you (insofar as it applies to information regarding Amsterdam, based on information made available by Amsterdam) and the confidential information memorandum and other marketing materials shall exculpate us in respect of the Bank Financing or the Consent Solicitation with respect to any liability related to the use or misuse of the content of the confidential information memorandum and other marketing materials. Before the distribution of the Financing Materials (as defined below), you agree to use commercially reasonable efforts to identify that portion of the Financing Materials that may be distributed to the public-side lenders.

You will be solely responsible for the contents of (i) any confidential information memorandum, lender presentation or other document relating to the Bank Financing or the Consent Solicitation (provided it is acknowledged that such representation and covenant with respect to Amsterdam, its Subsidiaries and its representatives is made based on information that is either publicly available or which has been made available by Amsterdam) (collectively, the "Financing Materials") and (ii) all other information, documentation or other materials delivered by you to us in connection with our services pursuant to this Engagement Letter (provided it is acknowledged that such representation and covenant with respect to Amsterdam, its Subsidiaries and its representatives is made based on information that is either publicly available or which has been made available by Amsterdam) (collectively, the "Information") when taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time). You understand and acknowledge that we will be using and relying upon the Information and the Financing Materials without independent verification thereof, and we will assume that all of the Information provided to, discussed with or reviewed by us is accurate, correct and complete. You hereby agree that we do not assume responsibility for the accuracy or completeness of any of the financial, accounting and other information included in the Information and 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.

At the request of the Lead Arrangers, the Borrower agrees to prepare an additional version of any confidential information memorandum and any lender presentation to be used by public-side 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 Engagement Parties authorizing the distribution of the Information to prospective Lenders and containing a representation to the Engagement 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.

Notwithstanding the foregoing paragraphs in this Section 3, nothing in this Engagement 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 or its subsidiaries with respect to the Bank Financing, the Consent Solicitation or otherwise.

4. Indemnification; Limitation of Liability. You agree jointly and severally to the provisions with respect to our indemnity, limitation of liability and other matters as set forth in this Section 4; provided that upon the execution of a definitive documentation relating to any Bank Financing, the Consent Solicitation or other transaction contemplated by this Engagement Letter, the obligations of you pursuant to this Section 4 and all other provisions of this Section 4 shall, to the extent covered in the definitive documentation and applicable to the Engagement Parties in their capacities as joint lead arrangers and joint bookrunners, cease to apply with respect to such transaction and we will be entitled only to the indemnification and limitation of liability provisions set forth in the definitive documentation with respect to such transaction.

(a) You agree to indemnify and hold harmless each of the Engagement Parties and their affiliates and each of their and their respective affiliates' officers, directors, employees, agents and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, to which any such Indemnified Person may become subject under applicable law or otherwise resulting from or in connection with the transactions contemplated by this Engagement Letter or the Original Engagement Letter or the carrying out of the engagement of the Engagement Parties hereunder, or any claim, litigation, investigation or proceedings relating to the foregoing ("Proceedings") regardless of whether any of such Indemnified Persons is a party thereto and regardless of whether brought by a third party or by any of you or any of your affiliates, and to reimburse such Indemnified Persons for any documented and reasonably incurred legal or other expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that (a) your obligation to reimburse legal expenses pursuant hereto shall be limited to the fees, charges and disbursements of one counsel to all Indemnified Persons, taken as a whole, (and, if reasonably necessary, one local counsel in any relevant jurisdiction for all such Indemnified Persons, taken as a whole) and, solely in the case of an actual or potential conflict of interest (other than any actual or potential conflict of interest arising from the representation by Davis Polk & Wardwell LLP of the Engagement Parties and their affiliates and the (existing or prospective) lenders under any Bank Financing on the one hand, and JPMorgan Chase Bank, N.A. and (existing or prospective) lenders under the Existing Credit Agreement on the other hand), of one additional counsel for the affected Indemnified Persons taken as a whole (and if reasonably necessary, one local counsel in any relevant jurisdiction for the affected Indemnified Persons taken as a whole); and (b) the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses (i) to the extent that they are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted directly from the bad faith, gross negligence or willful misconduct of such Indemnified Person or any Related Persons (as hereinafter defined) of such Indemnified Person or (ii) to the extent resulting from any Proceeding that does not involve an act or omission of any of you or any of your affiliates and that is brought by an Indemnified Person (or a Related Person of any Indemnified Person) solely against another Indemnified Person (or a Related Person of any Indemnified Person) other than claims against an Indemnified Person in its capacity in fulfilling its role as an arranger, bookrunner, manager, or billing and delivery agent in connection with any Bank Financing or the Consent Solicitation (and each Indemnified Person will repay to the Company any such reimbursement to the extent it is determined that such Indemnified Person is not entitled to indemnification by virtue of clause (b) hereof).

For purposes hereof, a "Related Person" of an Indemnified Person or a Protected Person (as defined below) means (a) any controlling person, controlled affiliate or subsidiary of such Indemnified Party or such Protected Person, (b) the respective directors, officers or employees of such Indemnified Person or such Protected Person or any of their respective controlling persons, controlled affiliates or subsidiaries and (c) the respective agents and advisors of such Indemnified Party, Protected Person or any of their respective controlling persons, controlled affiliates or subsidiaries.

You shall not be liable for any settlement of any Proceedings effected without your written consent (which consent shall not be unreasonably withheld). You shall not, without the prior written consent of the Engagement Parties (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by an Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(b) You also agree that the Engagement Parties and their affiliates and each of their respective affiliates and their respective affiliates' officers, directors, employees, agents and controlling persons (each, a "Protected Person") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to any of you related to or arising out of the engagement of the Engagement Parties pursuant to, or the performance by the Engagement Parties of the services contemplated by, the Amended and Restated Engagement Letter or the Original Engagement Letter, except to the extent that any loss, claim, damage or liability is found in a final non-appealable judgment by a court of competent jurisdiction to have directly resulted from such Protected Person's or any of its Related Persons' bad faith, willful misconduct or gross negligence. Notwithstanding any other provision of this Section 4, no Protected Person nor any of you nor any of your affiliates shall be liable for any indirect, special, punitive or consequential damages in connection with its or their activities related to the transactions contemplated by the Amended and Restated Engagement Letter or the Original Engagement Letter; provided that this shall in no way limit any Protected Person's rights to indemnification under this Section 4.

5. <u>Termination</u>. Our services (1) may be terminated by any Engagement Party (as to itself at any time upon 10 days' prior written notice to you) and (2) shall automatically terminate, with or without cause, upon the earliest to occur of (a) the consummation of the Amsterdam Acquisition without use of any Bridge Facility, so long as any Bank Financing consummated prior to the Closing Date was made (and/or any applicable fees required to be paid hereunder) in compliance with the provisions of this Engagement Letter, (b) any public announcement by you of (i) the abandonment by you of the Amsterdam Acquisition or (ii) the valid termination in accordance with the terms of the Amsterdam Acquisition Documents of your obligations under the Amsterdam Acquisition Documents to consummate the Amsterdam Acquisition, (c) the date that is 365 days after the Closing Date or (d) the repayment in full of Bridge Facilities so long as any Bank Financing made prior to such repayment was made in compliance with the provisions of this Engagement Letter.

If during the term hereof or (with respect to any Bank Financing) within six (6) months from the date of expiration or termination by you of this Engagement Letter, any Bank Financing is consummated (including for the avoidance of doubt in connection with any Alternate Financing (as defined in the Fee and Syndication Letter) for which an Alternative Transaction Fee has not been paid or to refinance any interim debt incurred in connection with the Transactions or to refinance or replace the Bridge Facilities) for which the Engagement Parties did not act in their Titled Capacities, as set forth in Section 1 above, or the Engagement Parties did not receive the applicable economics described in Sections 1 and 2 above, such Engagement Party shall be entitled to the respective fees to which the Engagement Parties are entitled hereunder for acting in such capacities with respect to such Bank Financing during the term of this Engagement Letter (net of any fees that the Engagement Parties (or their respective affiliates) did receive in connection with such Bank Financing), without proof of loss or damages, in addition to any expense reimbursement otherwise owing pursuant to Section 4 (the "<u>Alternative Transaction Fee</u>"); provided that no such Alternative Transaction Fee will be payable to the Engagement Parties if it elected to terminate this Engagement Letter or was offered the opportunity to participate in such Bank Financing for the applicable economics set forth in Sections 1 and 2 above, but declined to or failed to participate in such Bank Financing.

6. <u>Confidentiality</u>. Please note that this Engagement Letter and the Original Engagement Letter are for the benefit of the Company, and may not be disclosed, directly or indirectly, to any other person or entity other than the parties hereto, affiliates of Engagement Parties who are party to the Amended and Restated Engagement Letter or the Original Engagement Letter, and each officer, director, employee, advisor and agent of each the foregoing parties or its affiliates, except as provided in this Section 6. This Engagement Letter is delivered to you on the condition that neither the existence of this Engagement Letter, the Original Engagement Letter nor any of their 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) and including, for the avoidance of doubt as required by the Takeover Code or any guidance or practice statement issued by the Takeover Panel in connection therewith, (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 Engagement Letter, the Original Engagement Letter or the transactions contemplated hereby or thereby or enforcement hereof or thereof or (v) 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 or the Consent Solicitation.

Each Engagement Party agrees that it will not disclose, directly or indirectly, to any other person any information provided to it hereunder by or on behalf of the Company or Amsterdam or any of your or its respective affiliates and shall use such information solely for the purpose of providing the services which are the subject of this Engagement Letter, the Original Engagement Letter and otherwise in connection with the transactions contemplated hereby or thereby, provided, that nothing herein shall prevent us from disclosing any such information (i) to any of our affiliates and to us and our affiliates' officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents, advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, and that the Engagement Parties shall be responsible for any breach by any such person of the provisions of this paragraph as if such person was bound by the terms of this paragraph), (ii) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a government authority (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, the Engagement Parties agree to the extent practicable and permitted under applicable law, rule or regulation to inform you promptly in advance thereof), (iii) to any rating agency on a confidential basis, (iv) as requested by any state, federal, or foreign authority or examiner exercising regulatory authority over the Engagement Parties or their respective affiliates, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Engagement Letter, the Original Engagement Letter or the transactions contemplated hereby or thereby or enforcement hereof or thereof, (vi) as necessary to establish a due-diligence defense, (vii) to the extent contained in the Financing Materials, (viii) to the extent such information becomes publicly available other than as a result of a breach of this provision and (ix) to the extent such information is made available to the Engagement Parties by a source other than you, which the Engagement Parties have no knowledge has any confidentiality or fiduciary obligation to you with respect to such information, or is independently developed by the Engagement Parties and (x) (solely with respect to data about the transaction of the type customarily provided to such entities) to loan service providers, market data collectors and similar services providers to the Engagement Parties; provided, that the foregoing obligations shall remain in effect until the earlier of (i) two years from the Original Signing Date, and (ii) the execution and delivery of the definitive documentation relating to any Bank Financing by the parties thereto, at which time any confidentiality undertaking in such documentation shall supersede the provisions of this paragraph.

The parties hereto do not anticipate any disclosure of personal information of California residents to Citi, or any collection or processing of personal information of California residents, in connection with the Transactions and Citi's services contemplated under the definitive documentation related to any Bank Financing; provided however, to the extent any California personal information subject to the California Privacy rights Act ("CPRA") and their implementing regulations is disclosed by the Company to Citi and is covered by the California Privacy Rights Act and its implementing regulations, Citi agrees to process such personal information only for the limited and specified business purposes of facilitating the execution of the Transactions or as otherwise provided by, and in compliance with, the CPRA.

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.

7. **Survival of Obligations.** The provisions of Sections 4, 5, 6 and 7 shall remain in full force and effect regardless of whether any definitive documentation shall be executed and delivered and notwithstanding the termination of this Engagement Letter or any undertaking of the Engagement Parties hereunder or thereunder; *provided* that your obligations under this Engagement Letter, other than those provisions relating to confidentiality and compensation, shall automatically terminate and be superseded by such provisions in the definitive documentation (to the extent covered thereby) on the Closing Date, and you shall automatically be released from all liability in connection therewith at such time.

8. **Other Activities**. As you know, each Engagement Party 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, each Engagement Party or its respective 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. Each Engagement Party or its respective 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.

The Engagement Parties and their respective affiliates may have economic interests that conflict with those of you. You agree that the Engagement Parties will act under this letter as an independent contractor and that nothing in this Engagement Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary duty between the Engagement Parties, 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 Engagement Letter are arm's-length commercial transactions between the Engagement Parties, on the one hand, and you on the other, (ii) in connection therewith and with the process leading to such transaction, the Engagement Parties are acting solely as principals and not the agent or fiduciary of any of you or your management, stockholders, creditors or any other person, (iii) The Engagement Parties have 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 the Engagement Parties or any of their respective 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 Engagement Letter and (iv) you have consulted your own respective legal and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that GS&Co. is acting as a buy-side financial advisor to you in connection with the Transactions. 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&Co. in such capacity and our obligations hereunder, on the other hand. Each of the Engagement Parties hereto acknowledges (i) the retention of GS&Co. in such capacity and (ii) that such relationship does not create any fiduciary duties or fiduciary responsibilities to such Engagement Party on the part of GS&Co. or its affiliates. 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 the Engagement Parties or their respective affiliates provide accounting, tax or legal advice. You hereby agree that you will not claim that any Engagement Party 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, the Engagement Parties and their respective 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, the Bank Financings or the Consent

Solicitation. You acknowledge that none of the Engagement Parties and their respective 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 the Engagement Parties and their respective affiliates may have fiduciary or other relationships whereby the Engagement Parties and their affiliates may exercise voting power over others with interest in respect of the Bank Financings or the Consent Solicitation. You acknowledge that the Engagement Parties and their respective affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regards to the Engagement Parties' relationships to you hereunder.

The Borrower acknowledges that certain of the Engagement Parties or their respective affiliates, currently are acting as agent and/or a lender under the Existing Credit Agreement, and the Borrower's and its affiliates' rights and obligations under any other agreement with the Engagement Parties or any of their respective affiliates (including the Existing Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Engagement Letter, and none of such rights and obligations under such other agreements shall be affected by the Engagement Parties' performance or lack of performance of services hereunder. The Borrower further acknowledges that the Engagement Parties or their respective affiliates may currently or in the future participate in other debt or equity transactions on behalf of or render financial advisory services to the Borrower or other companies that may be involved in a competing transaction. The Borrower hereby agrees that the Engagement Parties may render their services under this Engagement Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and the Borrower hereby waives any conflict of interest claims relating to the relationship between the Engagement Parties and the Borrower and its affiliates in connection with the engagement contemplated hereby, on the one hand, and the exercise by the Engagement Parties or any of their respective affiliates of any of their rights and duties under any credit or other agreement (including the Existing Credit Agreement), on the other hand. The terms of this paragraph shall survive the expiration or termination of this Engagement Letter for any reason whatsoever.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Engagement 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 the Engagement Parties may share with any of its affiliates, and such affiliates may share with the Engagement Parties, any information related to the Bank Financing or the Consent Solicitation on a confidential and need-to-know basis.

8. Governing Law etc. This Engagement Letter, the Original Engagement Letter and any claim, controversy or dispute arising under or related to this Engagement Letter or the Original Engagement Letter shall be governed by, and construed in accordance with the laws of the State of New York. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of or contemplated by this Engagement Letter or the Original Engagement Letter is hereby waived. The parties hereto hereby submit to the exclusive jurisdiction of the federal and New York State courts located in the City and County of New York in connection with any dispute related to this Engagement Letter or the Original Engagement Letter or any matters contemplated hereby or thereby, 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. You irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction such party is or may be subject by suit upon judgment.

9. <u>Acceptance, Amendment, etc</u>. Please indicate your acceptance of the terms of this Engagement Letter by returning to us executed counterparts hereof. Delivery of an executed counterpart of a signature page to this Engagement Letter by electronic transmission shall be effective as delivery of a manually executed counterpart of this Engagement Letter. The words "execution," "signed," and "signature," and words of like import in or related to this Engagement 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 Engagement Letter may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which counterpart shall be an original, but all of which shall together constitute one and the same instrument.

This Engagement Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the parties hereto. This Engagement Letter shall not be assignable by any party without the prior written consent of the other parties and any purported assignment without such consent shall be null and void.

This Engagement 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 Engagement Letter is solely for the benefit of the Company and the Engagement Parties, and no other person (except for Indemnified Persons and Protected Persons to the extent set forth in Section 4) 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; provided that nothing in this sentence shall be deemed to relieve you of any obligation you may otherwise have under Section 4 to indemnify an Indemnified Person for any such damages asserted by an unaffiliated third party.

[Remainder of page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with this important transaction.

Very truly yours,

GOLDMAN SACHS BANK USA

[redacted]

JPMORGAN CHASE BANK, N.A.

[redacted]

By: [redacted]
Name: [redacted]
Title: [redacted]

[Signature Page to Project Amsterdam Engagement Letter (Bank Financing)]

U.S. BANK NATIONAL ASSOCIATION

By: [redacted] ____________
Name: [redacted]
Title: [redacted]

CITIGROUP GLOBAL MARKETS INC.

By: [redacted] ____________
Name: [redacted]
Title: [redacted]

MUFG BANK, LTD.

By: [redacted]
Name: [redacted]
Title: [redacted]

Morgan Stanley Senior Funding, Inc.

By: [redacted]
Name: [redacted]
Title: [redacted]

PNC CAPITAL MARKETS LLC

By: [redacted]
Name: [redacted]
Title: [redacted]

BOFA SECURITIES, INC.

By: [redacted]____________________
Name: [redacted]
Title: [redacted]

HSBC SECURITIES (USA) INC.

By: [redacted]

Name: [redacted]

Title: [redacted]

WELLS FARGO SECURITIES, LLC

By: [redacted]
Name: [redacted]
Title: [redacted]

[Signature Page to Project Amsterdam Engagement Letter (Bank Financing)]

BMO CAPITAL MARKETS CORP.

By: [redacted]

Name: [redacted]
Title: [redacted]

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

H.B. FULLER COMPANY

By: [redacted]
Name: [redacted]
Title: [redacted]