Execution Version

STRICTLY CONFIDENTIAL

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200 West Street
New York, New York 10282

J.P. MORGAN SECURITIES LLC
270 Park Avenue
New York, NY 10017

U.S. BANCORP INVESTMENTS, INC.
214 N. Tryon Street
Charlotte, NC 28202

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

MUFG SECURITIES AMERICAS INC.
1221 Avenue of the Americas
New York, NY 10020

MORGAN STANLEY & CO. LLC
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PNC CAPITAL MARKETS LLC
300 Fifth Avenue
Pittsburgh, PA 15222

BOFA SECURITIES, INC.
One Bryant Park
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HSBC SECURITIES (USA) INC.
66 Hudson Boulevard East
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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 (Securities Offering)

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 Bank"), PNC Bank, National Association, PNC Capital Markets LLC ("PNC"), U.S. Bank National Association ("USBNA") and Wells Fargo Bank, N.A., 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 (Securities Offering), dated as of the date hereof (the "Engagement Letter"), by and among you, Goldman, Sachs & Co. LLC ("GS&Co."), BofA

Securities, Inc. or any designated affiliate ("BofA"), BMO Capital Markets Corp. ("BMO"), Citi, HSBC Securities (USA) Inc. ("HSBC"), JPM, Morgan Stanley & Co. LLC ("MS"), MUFG Securities Americas Inc. ("MUFG"), PNC, Wells Fargo Securities, LLC ("Wells Fargo") and U.S. Bancorp Investments, Inc. ("US Bancorp" and together with GS&Co., BofA, BMO, Citi, HSBC, JPM, MS, MUFG, PNC and Wells Fargo, the "Engagement Parties", "we" or "us"), amends, restates and supersedes in its entirety that certain Engagement Letter (Securities Offering), dated as of June 25, 2026 (the "Original Signing Date" and such letter, the "Original Engagement Letter"), by and among GS&Co. 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&Co., BofA, BMO, Citi, HSBC, JPM, MS, MUFG, PNC, US Bancorp and Wells Fargo, on an exclusive basis (except as provided below), as joint active bookrunning managers, joint lead underwriters, joint lead initial purchasers and joint lead placement agents for you and for your affiliates in connection with any underwritten offering or private placement of any secured or unsecured debt, equity or equity-linked securities, including securities that are exchangeable or convertible into or exercisable for equity, debt or other equity-linked securities (whether pursuant to a registered public offering, an unregistered offering pursuant to Rule 144A or Regulation S and/or a private placement pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended (the "Securities Act")), 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&Co. 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 or incurred to finance the Amsterdam Acquisition or (d) to refinance or replace all or any portion of 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, as amended by the Refinancing Amendment No. 2, and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Existing Credit Agreement") by and among you, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent) or existing unsecured notes issued by the Borrower, in the case of this clause (d), to the extent such replacement or refinancing is in connection with the Amsterdam Acquisition or otherwise is consummated prior to the expiration or termination of this Engagement Letter in accordance with Section 5 hereof, (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 (each such offering, a "Securities Offering", and any such securities, collectively, the "Securities"), subject to the execution and delivery of an underwriting, purchase or placement agency agreement as provided in Section 3 hereof.

In connection with any Securities Offering described in the preceding paragraph, GS&Co. shall be the bookrunning manager, billing and delivery agent, and have the lead left designation and will hold the leading role and responsibilities conventionally understood to be associated with such name placement and JPM shall have placement immediately to the right of GS&Co. in all marketing materials related to any Securities Offering.

The Engagement Parties will have the right, but not the obligation, which right will be exercisable in their sole discretion, to act in the capacities set forth above (in each case, a "Titled Capacity").

In addition, it is understood and agreed that, with respect to any Securities Offering, you may not appoint any additional bookrunning, managers, co-managers, underwriters, initial purchasers, placement agents and/or award any other title in connection with any Securities Offering, unless you and we shall agree.

You understand and agree that the engagement of each Engagement Party is several and not joint. Any duties that arise out of this agreement or the Engagement Parties' engagement will be owed solely to you, and neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to confer rights upon any other parties (including your security holders, employees or creditors) as against such Engagement Party or their respective affiliates, directors, officers, agents and employees,

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. The Engagement Parties' participation in any Securities Offering will be subject to, among other things, (i) satisfactory completion of customary documentation for the Securities Offering (including a disclosure document and an underwriting or purchase agreement), (ii) satisfactory completion of a customary due diligence review, (iii) in our determination, the absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Company, (iv) receipt of all required governmental and other approvals and customary legal opinions, including 10b-5 disclosure opinions from counsel acceptable to the Engagement Parties, (v) receipt of a comfort letter from the Company's auditors in form and substance satisfactory to the Engagement Parties and (vi) approval of such Engagement Parties' internal commitment committee.

2. Fees and Expenses. As consideration for underwriting, purchasing or privately placing any Securities as set forth in Section 1 above, you agree to pay a takeout fee (the "Fees") in an amount equal to (a) 1.00% of the principal amount of senior unsecured debt Securities issued in connection with any Securities Offering, (b) 0.875% of the principal amount of senior secured debt Securities issued in connection with any Securities Offering and (c) a percentage to be agreed by the parties, each acting reasonably, consistent with the fees customary for similar offerings, of the principal amount of equity or equity-linked Securities issued in connection with any Securities Offering; 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 (Bank Financing), dated July 17, 2026, between Goldman Sachs Bank USA, JPM, USBNA, Citi, MUFG Bank, Morgan Stanley Senior Funding, Inc., PNC BofA, HSBC, Wells Fargo, BMO and you (the "Bank Financing Engagement Letter").

Each of the Fees payable pursuant to this Section 2 with respect to any Securities Offering and the proceeds of which are used to reduce, refinance or repay loans and commitments under the Secured Bridge Facility shall be allocated solely to GS&Co.

Each of the other Fees payable pursuant to this Section 2 shall be allocated to each Engagement Party that participates in any Securities Offering to reduce, refinance or repay loans and commitments under the Unsecured Bridge Facility as follows: 30% to GS&Co., 17.5% to JPM, 10% to US Bancorp, 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; provided that no additional underwriter, initial purchaser or placement agent will receive Fees in connection with any Securities Offering in excess of JPM; provided, further, that any Fees not allocated to any additional underwriter, initial purchaser or placement agent will be allocated between GS&Co. and JPM in proportion to their respective percentages above.

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 Securities Offerings. In addition, you will pay or cause to be paid the expenses of any Securities Offering as and to the extent provided in the definitive documentation related to such Securities Offering. Each Engagement Party reserves 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.

3. Cooperation. To assist us in a timely completion of the Securities Offerings, 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 placing or selling or obtaining commitments for the purchase or acquisition of the Securities or any other Securities Offerings contemplated by this Engagement Letter. Such cooperation will include, without limitation, at our reasonable request, in each case as and to the extent customary in connection with Securities Offerings of a similar type: (i) the preparation of, as soon as practicable in light of the general timeline of the Transactions, at your option: (a) an offering memorandum, prospectus, private placement memorandum or other document with respect to the Securities or (b) a registration statement under the Securities Act, with respect to the Securities (the "Registration Statement") ((a) and (b) collectively, the "Offering Documents"), and if such Registration Statement is filed with the U.S. Securities and Exchange Commission (the "Commission"), you will cause such Registration Statement to comply as to form with applicable rules and regulations and contain all legally required disclosures relating to you and to become effective as soon as practicable thereafter; (ii) the execution of a customary underwriting, placement agency, purchase or other applicable type of customary agreement, containing such terms, covenants, conditions, representations, warranties and indemnities as are customary in similar transactions and providing for the delivery of customary legal opinions, comfort letters, and officer's certificates; (iii) (x) the delivery to us concurrently with, or as part of, the offering memorandum, prospectus, private placement memorandum or other document referred to above, of audited consolidated financial statements of H.B. Fuller Company covering the three-year period ending as of the end of the most recent fiscal year that has ended at least 60 days prior to the date of the Offering Document, as well as such unaudited interim consolidated financial statements, for any period that has ended at least 40 days prior to the date of the Offering Document (which shall have been reviewed by the independent accountants for H.B. Fuller Company as provided in Statement on Auditing Standards No. 100), in each case which shall be deemed delivered upon the filing of H.B. Fuller Company's Form 10-K or 10-Q, as applicable, and pro forma financial statements and such other financial information and other data relating to H.B. Fuller Company, in each case as may be required by Regulation S-X or Regulation S-K, prepared in accordance with applicable U.S. generally accepted accounting principles and meeting the requirements of Regulation S-X under the Securities Act and all other applicable accounting rules and regulations of the Commission promulgated thereunder applicable to a registration statement on Form S-3 (with such exceptions as are customary for transactions of the offering type); and (y) using commercially reasonable efforts to cause Amsterdam to deliver to us concurrently with, or as part of, the offering memorandum, prospectus, private placement memorandum or other document, referred to above, of audited consolidated financial statements of Amsterdam covering the two-year period ending as of the end of the most recent fiscal year that has ended at least 90 days prior to the date of the Offering Document as well as unaudited interim consolidated financial statements for any semiannual period that has ended at least 45 days prior to the date of the Offering Document (which shall have been reviewed by the independent accountants for Amsterdam as provided in Statement on Auditing Standards No. 100) (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the Amsterdam Acquisition being consummated); (iv) using commercially reasonable efforts to provide and to cause your advisors and to cause Amsterdam to provide us upon request with all information reasonably deemed necessary by us to complete the underwriting or private placement (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the Amsterdam Acquisition being consummated); (v) 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 Amsterdam Acquisition being consummated) reasonably available to us in connection with any Securities Offering, including where necessary and appropriate to assist in the preparation of one or more Offering Documents (as defined below), to participate in due diligence sessions and to participate in one or more roadshows or other meetings with prospective purchasers of the Securities, as mutually agreed upon to market the applicable Securities (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the Amsterdam Acquisition being consummated); (vi) using commercially reasonable efforts to maintain, or obtain, as applicable, ratings for the Securities from Moody's Investor Services, Inc. ("Moody's") and Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. ("S&P"), (vii) causing your independent accountants to provide customary comfort letters and consents and using commercially reasonable efforts to cause Amsterdam's independent accountants to provide customary comfort letters and consents (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the Amsterdam Acquisition being consummated); and (viii) 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 Amsterdam Acquisition being consummated). Until the termination of the applicable Securities Offering, you will advise us promptly of the occurrence of any event or any other change known to you that results in any Offering Document relating to such Securities Offering containing an untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements contained therein, when taken as a whole, in the light of the circumstances under which they were made, not misleading and will promptly update the Offering Document so that such Offering Document will be (with respect to information relating to Amsterdam and information of a general economic or other industry specified nature, to the best of your knowledge based on information which is either publicly available or which has been shared by Amsterdam without warrant) correct in all material respects under those circumstances.

Except as otherwise provided in the underwriting agreement, purchase agreement or placement agent agreement relating to the Securities, you will be solely responsible for the contents of (i) all Offering Documents and (ii) all other information, documentation or other materials delivered by you to us in connection with our services pursuant to this Engagement Letter (the information provided pursuant to clauses (i) and (ii), collectively, the "Information"). You understand and acknowledge that we will be using and relying upon the Information and the Offering Document without independent verification thereof. You represent that the Information and the Offering Documents will be complete and correct in all material respects and will not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein in the light of the circumstances under which they were made, not misleading. 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.

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 Securities Offering or otherwise prior to the Amsterdam Acquisition being consummated.

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 definitive documentation relating to any Securities Offering contemplated by this Engagement Letter, the obligations of you pursuant to this Section 4 and all other provisions of this Section 4 shall 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 in performing its services hereunder 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 a bookrunner, underwriter, initial purchaser, placement agent or billing and delivery agent in connection with any Securities Offerings (and each Indemnified Person will repay to the Company any such reimbursement to the extent it is finally judicially determined by a court of competent jurisdiction 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.

If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then you shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense (i) in such proportion as is appropriate to reflect not only the relative benefits received by you on the one hand and such Indemnified Person on the other hand or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of you and such Indemnified Person, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to you on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (x) the value received or proposed to be received by you from any Securities Offering (whether or not consummated) bears to (y) the fee paid or proposed to be paid to the Engagement Parties in connection with such Securities Offering. Relative fault shall be determined, in the case of losses, claims, damages, liabilities and expenses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or alleged omission to state a material fact, by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by you or the relevant Engagement Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of a fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The indemnity, reimbursement and contribution obligations of you under these paragraphs shall be in addition to any liability which you may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of you and any Indemnified Person. Notwithstanding anything to the contrary above, in no event shall any Engagement Party be responsible under this paragraph for any amounts in excess of the amount of the compensation actually paid by the Company to such Engagement Party in connection with the engagement.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will notify the Company in writing of the commencement thereof; provided that (i) the omission so to notify the Company will not relieve it from any liability or obligation which you may have hereunder except to the extent you have been materially prejudiced by such failure and (ii) the omission so to notify the Company will not relieve it from any liability which it may have to an Indemnified Person otherwise than on account of this Engagement Letter or the Original Engagement Letter.

You shall not be liable for any settlement of any Proceedings effected without your written consent (which consent shall not be unreasonably withheld, conditioned or delayed). 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 (a) oral or written information specifically provided by you, which you or your Related Persons or any Indemnified Person provide to any actual or potential buyers, sellers, investors or offerees or (b) 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 in providing its services hereunder; provided, however, that in no case shall any Engagement Party be responsible for any amount in excess of the purchase discount or commission applicable to the Securities purchased by such Engagement Party.

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 Indemnified Person's rights to indemnification for such damages under this Section 4.

5. Termination. 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 Securities Offering consummated prior to the Closing Date was made (and/or any applicable fees paid) 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 all Bridge Facilities and all interim financing of you issued or incurred to finance the Amsterdam Acquisition so long as any Securities Offering made prior to such repayment was made in compliance with the provisions of this Engagement Letter.

In entering into this Engagement Letter, we have relied on your commitment in Section 1 above. If during the term hereof or (with respect to any Securities Offering) within six (6) months from the date of expiration or termination by you of this Engagement Letter, any Securities Offering is consummated in 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, the Engagement Parties will be entitled to liquidated damages, as applicable, from you in the amount equal to the respective fees to which the Engagement Parties are entitled hereunder for acting in such capacities with respect to such Securities Offering 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 Securities Offering), without proof of loss or damages; provided that no such liquidated damages will be payable to any Engagement Party if it elected to terminate this Engagement Letter or was offered the opportunity to participate in such Securities Offering with the role and for the applicable economics set forth in Sections 1 and 2 above, but declined to or failed to participate in such Securities Offering. Such liquidated damages will be our exclusive remedy with respect to such breach.

Notwithstanding anything to the contrary herein, you shall have no obligation to pay liquidated damages to the Engagement Parties pursuant to the immediately preceding paragraph if you have terminated this Engagement Letter for cause. For purposes of this paragraph, termination "for cause" means, with respect to the Engagement Parties, a termination of this Engagement Letter with respect to Engagement Parties, after reasonable notice by you as a result of (a) the material failure of the Engagement Parties to participate as underwriters in connection with any Securities Offering that is subject to Rule 5110 of the Financial Industry Regulatory Authority, Inc.; provided that such failure to provide the underwriting services is not a result of market, economic or political conditions, your condition (financial or otherwise), any failure by you to perform your obligations hereunder or under the securities laws, or any other circumstances outside the Engagement Parties' control, (b) a material breach by the Engagement Parties or any of their affiliates of their obligations under this Engagement Letter, the Bridge Facilities, the Bank Financing Engagement Letter, or any other agreement or instrument executed by them in connection with the foregoing or (c) the gross negligence, the willful misconduct or fraud of the Engagement Parties or any of their respective affiliates, as determined by a final non-appealable judgment by a court of competent jurisdiction. The parties hereto mutually acknowledge and agree that the liquidated damages in the preceding paragraph is reasonable in relation to the underwriting services contemplated in this Engagement Letter.

6. Confidentiality. 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 the 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 Securities Offering.

Each Engagement Party agrees that it will not disclose, directly or indirectly, to any other person any non-public 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 such Engagement Party 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 such Engagement Party 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 or regulatory authority (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental or regulatory authority exercising examination or regulatory authority, such Engagement Party agrees 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 such Engagement Party has no knowledge has any confidentiality or fiduciary obligation to you with respect to such information, or is independently developed by such Engagement Party 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 Securities Offering 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 Securities Offering; 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 are 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 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 or the Securities Offerings. 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 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 Securities Offerings. 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.

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 Securities Offerings on a confidential and need-to-know basis.

9. 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.

10. Acceptance, Amendment, etc. 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 & CO. LLC

[redacted]

JPMORGAN CHASE BANK, N.A.

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

U.S. BANCORP INVESTMENTS, INC.

By: [redacted] ____________

Name: [redacted]

Title: [redacted]

CITIGROUP GLOBAL MARKETS INC.

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

MUFG SECURITIES AMERICAS INC.

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

Morgan Stanley & Co. LLC

[redacted]

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 (Securities Offering)]

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]