

**GOLDMAN SACHS & CO.
LLC**
200 West Street
New York, New York 10282

**JPMORGAN CHASE
BANK, N.A.**
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 BANK, LTD.
1221 Avenue of the Americas
New York, NY 10020

**MORGAN STANLEY &
CO. LLC**
1585 Broadway
New York, NY 10036

**PNC BANK, NATIONAL
ASSOCIATION
PNC CAPITAL
MARKETS LLC**
300 Fifth Avenue
Pittsburgh, PA 15222

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

**HSBC SECURITIES (USA)
INC.
HSBC BANK USA, N.A.**
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

STRICTLY CONFIDENTIAL

July 17, 2026

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

**PROJECT AMSTERDAM
AMENDED AND RESTATED FEE CREDIT LETTER (UNSECURED BRIDGE)**

Ladies and Gentlemen:

Reference is made to (i) 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”) among H.B. Fuller Company, a Minnesota corporation (“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, and the other lenders and agents from time to time party thereto, (ii) the Amended and Restated Fee and Syndication Letter, dated the date hereof (the “Fee Letter”), between GS Bank, Bank of America, N.A., Bank of Montreal, BMO Capital Markets Corp. (“BMO”), Citi (as defined below), HSBC Securities (USA) Inc. (“HSBCS”), HSBC Bank USA, N.A. (“HSBC Bank” and, together with HSBCS, “HSBC”), JPMorgan Chase Bank, N.A. (“JPM”), Morgan Stanley Senior Funding, Inc. (“MS”), MUFG Bank, Ltd. (“MUFG”), PNC Capital Markets LLC (“PNCCM”), PNC Bank, National Association (“PNC BNA” and, together with PNCCM, “PNC”), U.S. Bank National Association (“US Bank”) and Wells Fargo Bank Securities, LLC (“Wells Fargo”) and you, (iii) the Amended and Restated Engagement Letter (Securities Offering), dated the date hereof (the “Securities Engagement Letter”), between Goldman Sachs & Co. LLC (“GS&Co.”), BofA Securities, Inc. or any designated affiliate (“BofA”), BMO, Citi, HSBCS, JPM, MUFG Securities Americas Inc. (“MUFG SA”), PNCCM, US Bancorp Investments, Inc. (“US Bancorp”), Wells Fargo, Morgan Stanley & Co. LLC (“MS&Co.” and, together with GS&Co., BofA, BMO, Citi, HSBC, JPM, MUFG Securities Americas Inc., PNCCM, US Bancorp and Wells Fargo, “we”) and you and (iv) the Amended and Restated Engagement Letter (Bank Financing), dated the date hereof (the “Bank Financing”

Engagement Letter” and together with the Securities Engagement Letter, the “Engagement Letters”), between GS Bank, BofA, BMO, Citi, HSBCS, JPM, MS, MUFG, PNCCM, US Bank, Wells Fargo and you. Capitalized terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Unsecured Bridge Credit Agreement, the Engagement Letters or the Fee Letter, as applicable.

This Amended and Restated Fee Credit Letter (Unsecured Bridge), dated as of the date hereof (the “Fee Credit Letter”), by and among you, GS&Co., BofA, BMO, Citi, HSBC, JPM, MS&Co., MUFG, PNC, US Bancorp and Wells Fargo, amends, restates and supersedes in its entirety that certain Fee Credit Letter, dated as of June 25, 2026 (the “Original Signing Date” and such letter, the “Original Fee Credit Letter”), by and among GS&Co. and you, and such Original Fee Credit 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 Fee Credit Letter).

1. Fee Credit. This will confirm that you have requested (and we have agreed) that, if:

- (a) (x) the Loans under the Unsecured Bridge Facility are repaid after the Closing Date with the proceeds of any Securities Offering for such Unsecured Bridge Facility which any Engagement Party under the Securities Engagement Letter (or their respective affiliates) acted in the roles contemplated for such persons in the Securities Engagement Letter and (y) you have paid to the Unsecured Bridge Lenders (or their affiliates) the Unsecured Bridge Funding Fees, you shall be entitled to a credit against the fees payable to any Engagement Party under the Securities Engagement Letter (or their respective affiliates) for such Securities Offering for such Unsecured Bridge Facility set forth in the table below:

Time Period After Closing	Percentage of Unsecured Bridge Funding Fees To Be Credited
0 – 90 days	50%
91 – 180 days	25%
181 days and thereafter	0%

and

- (b) (x) the Loans under the Unsecured Bridge Facility are repaid after the Closing Date with the proceeds of any Bank Financing for such Unsecured Bridge Facility which any Engagement Party under the Bank Financing Engagement Letter (or their respective affiliates) acted in the roles contemplated for such persons in the Bank Financing Engagement Letter and (y) you have paid to the Unsecured Bridge Lenders (or their affiliates) the Unsecured Bridge Funding Fees, you shall be entitled to a credit against the fees payable to any Engagement Party under the Bank Financing Engagement Letter (or their respective affiliates) for such Bank Financing for such Unsecured Bridge Facility set forth in the table below:

Time Period After Closing	Percentage of Unsecured Bridge Funding Fees To Be Credited

0 – 90 days	50%
91 – 180 days	25%
181 days and thereafter	0%

2. Miscellaneous.

Any credit to the fees for any Securities Offering pursuant to Section 1 shall reduce pro rata (based on their respective share of the economics) the amount of the fees each of the Engagement Parties participating in such Securities Offering. In no event shall the amount of any credit from any Engagement Party (or an affiliate thereof) pursuant to this Fee Credit Letter exceed the amount of fees that such Engagement Party would otherwise be entitled to receive pursuant to Section 2 of the Securities Engagement Letter with respect to the relevant Securities Offering. No Engagement Party shall be responsible for the fee credit of any other Engagement Party.

Any credit to the fees for any Bank Financing pursuant to Section 1 shall reduce pro rata (based on their respective share of the economics) the amount of the fees each of the Engagement Parties participating in such Bank Financing. In no event shall the amount of any credit from any Engagement Party (or an affiliate thereof) pursuant to this Fee Credit Letter exceed the amount of fees that such Engagement Party would otherwise be entitled to receive pursuant to Section 2 of the Bank Financing Engagement Letter with respect to the relevant Bank Financing. No Engagement Party shall be responsible for the fee credit of any other Engagement Party.

It is understood that this Fee Credit Letter shall not constitute or give rise to any obligation on the part of the Engagement Party to provide or arrange any financing; such an obligation will arise only under the Engagement Letter if accepted in accordance with its terms. This Fee Credit Letter may not be amended or any provision hereof waived or modified except by an agreement in writing signed by each of the parties hereto. This Fee Credit Letter shall not be assignable by any party without the prior written consent of the other party hereto (and any purported assignment without such consent shall be null and void).

THIS FEE CREDIT LETTER AND THE ORIGINAL FEE CREDIT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FEE CREDIT LETTER OR THE ORIGINAL FEE CREDIT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Fee Credit Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Credit Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Credit Letter. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, 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, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Section headings used herein are for convenience of reference only, are not part of this Fee Credit Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Fee Credit Letter.

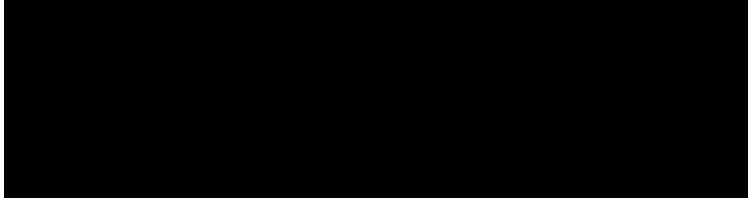
If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement between us.

The provisions of Section 8 of the Fee Letter is incorporated herein, *mutatis mutandis*, as though fully set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

GOLDMAN SACHS & CO. LLC



JPMORGAN CHASE BANK, N.A.

By:



Name:



Title:



U.S. BANCORP INVESTMENTS, INC.

By:

[REDACTED]

Name:

[REDACTED]

Title:

[REDACTED]

CITIGROUP GLOBAL MARKETS INC.

By:



Name:



Title:



MUFG BANK, LTD.

By:

Name:

Title:



Morgan Stanley & Co. LLC

By:

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: 
Title: 

PNC CAPITAL MARKETS LLC

By: 
Name: 
Title: 

BOFA SECURITIES, INC.

By: 
Name: 
Title: 

HSBC SECURITIES (USA) INC.

By:  _____
Name: 
Title: 

HSBC BANK USA, N.A.

By:  _____
Name: 
Title: 

WELLS FARGO SECURITIES, LLC

By: _____

Name: _____

Title: _____

BMO CAPITAL MARKETS CORP.

By: 
Name: 
Title: 

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

H.B. FULLER COMPANY

By: 
Name: 
Title: 