

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **NORDSTROM CANADA RETAIL,
INC., NORDSTROM CANADA HOLDINGS, LLC** and
NORDSTROM CANADA HOLDINGS II, LLC

APPLICANTS

**APPLICATION RECORD
VOLUME 5 OF 5**

March 2, 2023

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This is Exhibit "M" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read "H Davis", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this “Agreement”) is entered into as of May 6, 2022 among NORDSTROM, INC., a Washington corporation (the “Borrower”), the other parties identified as “Guarantors” on the signature pages hereto and such other parties that may become Guarantors hereunder after the date hereof (together with the Borrower, individually a “Guarantor”, and collectively the “Guarantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the “Agent”) for the Secured Parties.

RECITALS

WHEREAS, the Borrower has entered into that certain Revolving Credit Agreement, dated as of May 6, 2022 (as amended, restated, amended and restated, extended, increased or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto, and the Agent;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that certain Subsidiaries of the Borrower guaranty the obligations of the Borrower under the Credit Agreement; and

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Guaranty.

(a) The Guaranty. Each of the Guarantors hereby jointly and severally guarantees to each Lender, each L/C Issuer, each other Secured Party, and the Agent as hereinafter provided, as a primary obligor and not as a surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) strictly in accordance with the terms thereof. The Guarantors hereby further agree that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise), the Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) in accordance with the terms of such extension or renewal.

Notwithstanding any provision to the contrary contained herein or in any other of the Loan Documents, or the other documents relating to the Obligations, the obligations of each Guarantor under this Agreement and the other Loan Documents shall (i) exclude any Excluded Swap Obligations with respect to such Guarantor and (ii) not exceed an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under applicable Debtor Relief Laws.

(b) Obligations Unconditional. The obligations of the Guarantors under Section 2(a) are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Loan Documents or other documents relating to the

Obligations, or any substitution, release, impairment or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 2(b) that the obligations of the Guarantors hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor shall have no right of subrogation, indemnity, reimbursement or contribution against the Borrower or any other Guarantor for amounts paid under this Section 2 until such time as the Obligations have been paid in full and the Revolving Commitments have expired or terminated. Without limiting the generality of the foregoing, it is agreed that, to the fullest extent permitted by Applicable Law, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

- (i) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;
- (ii) any of the acts mentioned in any of the provisions of any of the Loan Documents or other documents relating to the Obligations shall be done or omitted;
- (iii) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Loan Documents or other documents relating to the Obligations shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with;
- (iv) any Lien granted to, or in favor of, the Agent or any other Secured Party as security for any of the Obligations shall fail to attach or be perfected; or
- (v) any of the Obligations shall be determined to be void or voidable (including, without limitation, for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including, without limitation, any creditor of any Guarantor).

With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Agent or any other Secured Party exhaust any right, power or remedy or proceed against any Person under any of the Loan Documents or any other document relating to the Obligations, or against any other Person under any other guarantee of, or security for, any of the Obligations.

(c) Reinstatement. The obligations of the Guarantors under this Section 2 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any Secured Party, whether as a result of any Debtor Relief Law or otherwise, and each Guarantor agrees that it will indemnify the Agent and each other Secured Party on demand for all reasonable costs and expenses (including, without limitation, the fees, charges and disbursements of counsel) incurred by the Agent or such Secured Party in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law.

(d) Certain Additional Waivers. Each Guarantor agrees that such Guarantor shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation pursuant to Section 2(b) and through the exercise of rights of contribution pursuant to Section 2(f).

(e) Remedies. The Guarantors agree that, to the fullest extent permitted by Applicable Law, as between the Guarantors, on the one hand, and the Agent and the other Secured Parties, on the other hand, the Obligations may be declared to be forthwith due and payable as specified in Section 7.2 of the Credit Agreement (and shall be deemed to have become automatically due and payable in the circumstances specified in Section 7.2 of the Credit Agreement) for purposes of Section 2(a) notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or the Obligations being deemed to have become automatically due and payable), the Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Guarantors for purposes of Section 2(a). The Guarantors acknowledge and agree that their obligations hereunder are secured in accordance with the terms of the Collateral Documents and that the Secured Parties may exercise their remedies thereunder in accordance with the terms thereof.

(f) Rights of Contribution. The Guarantors hereby agree as among themselves that, if any Guarantor shall make an Excess Payment (as defined below), such Guarantor shall have a right of contribution from each other Guarantor in an amount equal to such other Guarantor's Contribution Share (as defined below) of such Excess Payment. The payment obligations of any Guarantor under this Section 2(f) shall be subordinate and subject in right of payment to the Obligations until such time as the Obligations have been paid in full and the Revolving Commitments have terminated, and none of the Guarantors shall exercise any right or remedy under this Section 2(f) against any other Guarantor until such Obligations have been paid in full and the Revolving Commitments have terminated. For purposes of this Section 2(f), (i) "Excess Payment" shall mean the amount paid by any Guarantor in excess of its Ratable Share of any Obligations; (ii) "Ratable Share" shall mean, for any Guarantor in respect of any payment of Obligations, the ratio (expressed as a percentage) as of the date of such payment of Obligations of (A) the amount by which the aggregate present fair salable value of all of its assets and properties exceeds the amount of all debts and liabilities of such Guarantor (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of such Guarantor hereunder) to (B) the amount by which the aggregate present fair salable value of all assets and other properties of all of the Loan Parties exceeds the amount of all of the debts and liabilities (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of the Loan Parties hereunder) of the Loan Parties; provided, that, for purposes of calculating the Ratable Shares of the Guarantors in respect of any payment of Obligations, any Guarantor that became a Guarantor subsequent to the date of any such payment shall be deemed to have been a Guarantor on the date of such payment and the financial information for such Guarantor as of the date such Guarantor became a Guarantor shall be utilized for such Guarantor in connection with such payment; and (iii) "Contribution Share" shall mean, for any Guarantor in respect of any Excess Payment made by any other Guarantor, the ratio (expressed as a percentage) as of the date of such Excess Payment of (A) the amount by which the aggregate present fair salable value of all of its assets and properties exceeds the amount of all debts and liabilities of such Guarantor (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of such Guarantor hereunder) to (B) the amount by which the aggregate present fair salable value of all assets and other properties of the Loan Parties other than the maker of such Excess Payment exceeds the amount of all of the debts and liabilities (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of the Loan Parties hereunder) of the Loan

Parties other than the maker of such Excess Payment; provided, that, for purposes of calculating the Contribution Shares of the Guarantors in respect of any Excess Payment, any Guarantor that became a Guarantor subsequent to the date of any such Excess Payment shall be deemed to have been a Guarantor on the date of such Excess Payment and the financial information for such Guarantor as of the date such Guarantor became a Guarantor shall be utilized for such Guarantor in connection with such Excess Payment. This Section 2(f) shall not be deemed to affect any right of subrogation, indemnity, reimbursement or contribution that any Guarantor may have under Applicable Law against the Borrower in respect of any payment of Obligations.

(g) Guarantee of Payment; Continuing Guarantee. The guarantee in this Section 2 is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

(h) Keepwell. Each Loan Party that is a Qualified ECP Guarantor (as defined below) at the time the Guaranty in this Section 2 by any Loan Party that is not then an “eligible contract participant” under the Commodity Exchange Act (a “Specified Loan Party”) or the grant of a security interest under the Loan Documents by any such Specified Loan Party, in either case, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor’s obligations and undertakings under this Section 2 voidable under applicable Debtor Relief Laws, and not for any greater amount). The obligations and undertakings of each applicable Loan Party under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Loan Party intends this Section to constitute, and this Section shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each Loan Party that would otherwise not constitute an “eligible contract participant” for any Swap Obligation for all purposes of the Commodity Exchange Act. For purposes hereof, “Qualified ECP Guarantor” means, at any time, each Loan Party with total assets exceeding \$10,000,000 or that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

3. Subordination of Intercompany Indebtedness. Each Loan Party (a “Subordinating Loan Party”) agrees that the payment of all obligations and indebtedness, whether principal, interest, fees and other amounts and whether now owing or hereafter arising, owing to such Subordinating Loan Party by any other Loan Party is expressly subordinated to the payment in full in cash of the Obligations. If the Agent so requests, any such obligations or indebtedness shall be enforced and performance received by the Subordinating Loan Party as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of the Subordinating Loan Party under this Agreement or any other Loan Document. Without limitation of the foregoing, so long as no Default has occurred and is continuing, the Loan Parties may make and receive payments with respect to any such obligations and indebtedness; provided, that, in the event that any Loan Party receives any payment of any such obligations and indebtedness at a time when such payment is prohibited by this Section, such payment shall be held by such Loan Party, in trust for the benefit of, and shall be paid forthwith over and delivered, upon written request, to the Agent.

4. Application of Proceeds. Upon the acceleration of the Obligations pursuant to Section 7.2 of the Credit Agreement, any payments in respect of the Obligations, when received by the Agent or any

Secured Party, will be applied in reduction of the Obligations in the order set forth in Section 7.3 of the Credit Agreement.

5. Continuing Agreement. This Agreement shall remain in full force and effect until such time as the Obligations have been paid in full and the Revolving Commitments have expired or been terminated, at which time this Agreement shall be automatically terminated and the Agent shall, upon the request and at the expense of the Guarantors, execute and deliver all documents reasonably requested by the Guarantors evidencing such termination.

6. Amendments; Waivers; Modifications, etc. This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 9.3 of the Credit Agreement.

7. Successors in Interest. This Agreement shall be binding upon each Guarantor, its successors and assigns and shall inure, together with the rights and remedies of the Agent and the Secured Parties hereunder, to the benefit of the Agent and the Secured Parties and their successors and permitted assigns.

8. Notices. All notices required or permitted to be given under this Agreement shall be in conformance with Section 9.5 of the Credit Agreement.

9. Representations and Warranties; Covenants. Each Guarantor hereby represents and warrants that each representation and warranty applicable to it contained in the Credit Agreement is true and correct in all material respects, each of which is incorporated herein by reference as if fully set forth herein. Until the Facility Termination Date, each Guarantor covenants and agrees that it will perform and observe, and cause each of its Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents (including Articles V and VI of the Credit Agreement) that are required to be performed or observed by such Guarantor or such Subsidiary, each of which is incorporated herein by reference as if fully set forth herein.

10. Acknowledgement. Each Guarantor hereby acknowledges that it has received a copy of the Credit Agreement, has reviewed and understands same and agrees to comply with all of its obligations set forth therein, each of which is incorporated by reference as if fully set forth herein. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other Loan Party such information concerning the financial condition, business and operations of the Borrower and any such other Loan Party as such Guarantor requires, and that no Secured Party has any duty, and that such Guarantor is not relying on any such Secured Party at any time, to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Loan Party.

11. Appointment of the Borrower. Each Guarantor hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and therewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of such Loan Parties as the Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Agent, an L/C Issuer or a Lender to the Borrower shall be deemed delivered to each Loan Party, and (c) the Agent, the L/C Issuers or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of each of the Loan Parties.

12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or

account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by fax transmission or email transmission (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

13. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

14. Expenses; Indemnity; Damage Waiver; Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL. The terms of Sections 9.1, 9.2, 9.12 and 9.23 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

15. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

16. Entirety. This Agreement, the other Loan Documents and the other documents relating to the Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Loan Documents, any other documents relating to the Obligations, or the transactions contemplated herein and therein.

17. Joinder. At any time after the date of this Agreement, one or more additional Persons may become party hereto by executing and delivering to the Agent a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional Person will become a party to this Agreement as a “Guarantor” and have all of the rights and obligations of a Guarantor hereunder and this Agreement.


18. Rights of Required Lenders. All rights of the Agent hereunder, if not exercised by the Agent, may be exercised by the Required Lenders.

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

GUARANTORS:

NORDSTROM, INC.,
a Washington corporation

By: 
Name: Anne L. Bramman
Title: Chief Financial Officer and Treasurer

NIHC, INC.,
a Colorado corporation

By: _____
Name: Misti Heckel
Title: President and Treasurer

NORDSTROM CARD SERVICES, INC.,
a Delaware corporation

By: _____
Name: Michael Maher
Title: Vice President and Treasurer

NORDSTROM CANADA RETAIL, INC.,
a British Columbia corporation

By: _____
Name: Michael Maher
Title: Vice President

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

GUARANTORS:

NORDSTROM, INC.,
a Washington corporation

By: _____
Name: Anne L. Bramman
Title: Chief Financial Officer and Treasurer

NIHC, INC.,
a Colorado corporation

By: Misti Heckel
Name: Misti Heckel
Title: President and Treasurer

NORDSTROM CARD SERVICES, INC.,
a Delaware corporation

By: _____
Name: Michael Maher
Title: Vice President and Treasurer

NORDSTROM CANADA RETAIL, INC.,
a British Columbia corporation

By: _____
Name: Michael Maher
Title: Vice President

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

GUARANTORS:

NORDSTROM, INC.,
a Washington corporation

By: _____
Name: Anne L. Bramman
Title: Chief Financial Officer and Treasurer

NIHC, INC.,
a Colorado corporation

By: _____
Name: Misti Heckel
Title: President and Treasurer

NORDSTROM CARD SERVICES, INC.,
a Delaware corporation

By: Michael W. Maher
Name: Michael Maher
Title: Vice President and Treasurer

NORDSTROM CANADA RETAIL, INC.,
a British Columbia corporation

By: Michael W. Maher
Name: Michael Maher
Title: Vice President

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Carl Hinrichs

Title: Director

This is Exhibit “N” referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read 'H Davis', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

CANADIAN SECURITY AGREEMENT

THIS CANADIAN SECURITY AGREEMENT (this "Agreement") is entered into as of May 6, 2022 among NORDSTROM CANADA RETAIL, INC., a British Columbia corporation, and such other parties that may become Obligors hereunder after the date hereof (together with NORDSTROM CANADA RETAIL, INC., individually an "Obligor" and collectively, the "Obligors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Agent") for the Secured Parties.

RECITALS

WHEREAS, NORDSTROM, INC., a Washington corporation (the "Borrower") has entered into that certain Revolving Credit Agreement, dated as of May 6, 2022 (as amended, restated, amended and restated, extended, increased or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, and the Agent;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that certain Subsidiaries of the Borrower guaranty the obligations of the Borrower under the Credit Agreement; and

WHEREAS, it is also a condition precedent to the effectiveness of the Credit Agreement that certain Subsidiaries that are Guarantors grant liens on certain of its assets for the benefit of the Secured Parties pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement, and the following terms shall have the meanings set forth in the PPSA: Accessions, Account, Chattel Paper, Consumer Goods, Document of Title, Equipment, Financial Asset, Futures Account, Futures Contract, Futures Intermediary, Goods, Instrument, Intangible, Inventory, Investment Property, Money, Proceeds and Securities Account, Securities Intermediary and Security Entitlement.

(b) In addition, the following terms shall have the meanings set forth below:

"Collateral" has the meaning provided in Section 2 hereof.

"Copyright License" means any written agreement, naming any Obligor as licensor, granting any right under any Copyright.

"Copyrights" means (a) all registered Canadian and United States copyrights, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Canadian Intellectual Property Office and the United States Copyright Office, and (b) all renewals thereof.

"Deposit Accounts" means (a) all deposit, demand, time, savings, passbook or other accounts with a bank, credit union, trust company or similar financial institution and all accounts and sub-accounts relating to any of the foregoing accounts and (b) all cash, funds, Money, cheques, notes

and Instruments from time to time on deposit in any of the accounts or sub-accounts described in clause (a) of this definition.

"Excluded Accounts" means any Deposit Account that is (a) a trust account, (b) an escrow account, (c) a custodian account, or (d) an account used solely for payroll, payroll taxes or other employee wage and benefit payments for the benefit of the Obligors' employees.

"Patent License" means any agreement, whether written or oral, providing for the grant by or to an Obligor of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" means (a) all industrial design registrations, patents and letters patent of Canada or the United States or any other country and all reissues and extensions thereof, and (b) all applications for industrial design registrations, patents or letters patent of Canada or the United States or any other country and all divisions, continuations and continuations-in-part thereof.

"PPSA" means the *Personal Property Security Act* (Ontario); provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Personal Property Security Act as in effect in a Canadian jurisdiction other than the Province of Ontario, or the Civil Code of Quebec, "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the Civil Code of Quebec, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Secured Obligations" means, without duplication, (a) all Obligations and (b) all costs and expenses incurred in connection with enforcement and collection of the Obligations, including the fees, charges and disbursements of counsel.

"Trademark License" means any agreement, written or oral, providing for the grant by or to an Obligor of any right to use any Trademark.

"Trademarks" means (a) all trade-marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or in any similar office or agency of Canada, the United States, any province, territory or state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

"UCC" means the Uniform Commercial Code as in effect from time to time in the state of New York except as such term may be used in connection with the perfection of the Collateral and then the applicable jurisdiction with respect to such affected Collateral shall apply.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby pledges, assigns, mortgages, charges and grants to the Agent, for the benefit of the Secured Parties, as and by way of a fixed and specific mortgage and charge, and grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, all of its present and after-acquired undertaking, property and assets, including, without limiting the foregoing, all of the right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"): (a) all Accounts, rents, debts, demands

and choses in action that are due, owing or accruing due, and all claims of any kind that it has, including claims against the Crown and claims under insurance policies; (b) all Chattel Paper; (c) all Copyrights; (d) all Copyright Licenses; (e) all Deposit Accounts (other than Excluded Accounts) and all cash, Money, Securities, Instruments and other investments deposited or required to be deposited in any of the foregoing; (f) all Documents of Title; (g) all Equipment; (h) all Financial Assets; (i) all fixtures; (c) all Goods; (k) all Instruments; (l) all Intangibles; (m) all Inventory; (n) all Investment Property, including shares, warrants, bonds, debentures and other securities, and Security Entitlements, Securities Accounts, Futures Contracts and Futures Accounts; (o) all Money; (p) all Patents; (q) all Patent Licenses; (r) all Trademarks; (s) all Trademark Licenses; and (t) all parts, components, renewals, substitutions and replacements of any and all of the foregoing, all attachments, accessories and increases, additions and Accessions of any and all of the foregoing and all Proceeds of any and all of the foregoing, including property in any form derived directly or indirectly from any dealing with such property.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to (i) any Excluded Property, (ii) Consumer Goods and (iii) any Intangible, permit, lease, license, contract or other Instrument of an Obligor to the extent the grant of a security interest in such Intangible, permit, lease, license, contract or other Instrument in the manner contemplated by this Agreement, under the terms thereof or under Applicable Law, is prohibited and would result in the termination thereof or give the other parties thereto the right to terminate, accelerate or otherwise alter such Obligor's rights, titles and interests thereunder (including upon the giving of notice or the lapse of time or both); provided that (a) any such limitation described in the foregoing clause (ii) on the security interests granted hereunder shall only apply to the extent that any such prohibition is not rendered ineffective pursuant to the PPSA, the UCC or any other Applicable Law (including Debtor Relief Laws) or principles of equity and (b) in the event of the termination or elimination of any such prohibition or the requirement for any consent contained in any Applicable Law, Intangible, permit, lease, license, contract or other Instrument, to the extent sufficient to permit any such item to become Collateral hereunder, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such Intangible, permit, lease, license, contract or other Instrument shall be automatically and simultaneously granted hereunder and shall be included as Collateral hereunder.

The Obligors and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment or mortgage of any Collateral comprising Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks or Trademark Licenses.

The Obligors agree that the Secured Parties have given value and that the Liens created by this Agreement are intended to attach (a) with respect to Collateral that is now in existence, upon execution of this Agreement, and (b) with respect to Collateral that comes into existence in the future, upon any Obligor acquiring rights in the Collateral or the power to transfer rights in the Collateral to the Agent. In each case, the parties do not intend to postpone the attachment of any Liens created by this Agreement.

3. Representations and Warranties. Each Obligor hereby represents and warrants to the Agent, for the benefit of the Secured Parties, that:

(a) Ownership. Each Obligor is the legal and beneficial owner of its Collateral and has the right to pledge, sell, assign or transfer the same.

(b) Security Interest/Priority. This Agreement creates a valid security interest in favour of the Agent, for the benefit of the Secured Parties, in the Collateral of such Obligor and, when properly perfected by filing, shall constitute a valid and perfected, first priority security interest in

such Collateral, to the extent such security interest can be perfected by filing under the PPSA or the UCC, free and clear of all Liens except for Permitted Liens. The taking possession by the Agent of Instruments constituting Collateral will perfect and establish the first priority of the Agent's security interest in such Instruments. With respect to any Collateral consisting of a Deposit Account, Security Entitlement or held in a Securities Account, upon execution and delivery by the applicable Obligor, to the extent requested by the Agent, the applicable depository bank or Securities Intermediary and the Agent of an agreement granting control to the Agent over such Collateral, the Agent shall have a valid and perfected, first priority security interest in such Collateral.

(c) Types of Collateral. None of the Collateral consists of, or is the Proceeds of, Consumer Goods or standing timber.

(d) Accounts. (i) Each Account of the Obligors and the papers and documents relating thereto are genuine and in all material respects what they purport to be, (ii) each Account arises out of (A) a bona fide sale of goods sold and delivered by such Obligor (or is in the process of being delivered) or (B) services theretofore actually rendered by such Obligor to, the account debtor named therein, (iii) no Account of an Obligor is evidenced by any Instrument or Chattel Paper unless such Instrument (excluding cheques received in the payment of an Account) or Chattel Paper has been endorsed over and delivered to, or submitted to the control of, the Agent, (iv) no surety bond was required or given in connection with any Account of an Obligor or the contracts or purchase orders out of which they arose and (v) the right to receive payment under each Account is assignable.

(e) Equipment and Inventory. With respect to any Equipment and/or Inventory of an Obligor, each such Obligor has exclusive possession and control of such Equipment and Inventory of such Obligor except for (i) Equipment leased by such Obligor as a lessee or (ii) Equipment or Inventory in transit with common carriers. No Inventory of an Obligor is held by a Person other than an Obligor. No Inventory which is listed on the balance sheet of the Borrower and its Subsidiaries as an asset is held pursuant to consignment, sale or return, sale on approval or similar arrangement.

(f) [reserved].

(g) No Instruments, Etc. As of the Closing Date, no Obligor holds any Instruments, Documents of Title or Chattel Paper required to be pledged and delivered to the Agent pursuant to Section 4(a)(i) of this Agreement other than as set forth on Schedule 3(g) hereto. All such Instruments (excluding cheques received in the ordinary course of business), Documents of Title and Chattel Paper have been delivered to the Agent to the extent required by Section 4(a)(i) of this Agreement.

(h) [reserved].

(i) Contracts; Agreements; Licenses. The Obligors have no (i) material contracts, agreements or licenses which would prevent the granting of a security interest in intellectual property or inventory owned by the Obligors, or the ability of the Agent, for the benefit of the Secured Parties, to exercise remedies with respect to the intellectual property or inventory in accordance with Section 7.2 of the Credit Agreement or (ii) any other contracts, agreements or licenses, the termination of which could reasonably be expected to cause a Material Adverse Change, which are non-assignable by their terms, or as a matter of law, or which prevent the granting of a security interest therein. Except as disclosed to the Agent, no Inventory is subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third

parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition.

(j) Consents; Etc. There are no restrictions in any Organization Document or any other document related thereto which would limit or restrict (i) the grant of a Lien pursuant to this Agreement, (ii) the perfection of such Lien or (iii) the exercise of remedies in respect of such perfected Lien as contemplated by this Agreement. Except for (i) the filing or recording of PPSA or UCC financing statements, (ii) the filing of appropriate notices with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, (iii) obtaining control to perfect the Liens created by this Agreement (to the extent required under Section 4(a) hereof), (iv) such actions as may be required by Applicable Laws affecting the offering and sale of securities and (v) consents, authorizations, filings or other actions which have been obtained or made, no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any shareholder, member or creditor of such Obligor), is required for (A) the grant by such Obligor of the security interest in the Collateral granted hereby or for the execution, delivery or performance of this Agreement by such Obligor, (B) the perfection of such security interest (to the extent such security interest can be perfected by filing under the PPSA or the UCC, the granting of control (to the extent required under Section 4(a) hereof) or by filing an appropriate notice with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or the United States Copyright Office) or (C) the exercise by the Agent or the Secured Parties of the rights and remedies provided for in this Agreement.

(k) Chief Executive Office, Locations, Etc. (i) The full legal name of each Obligor is set out on Schedule 3(k) hereto, (ii) such Obligor has not adopted any other French form of name, (iii) the chief executive office of such Obligor is set forth on Schedule 3(k) and (iv) all of such Obligor's Equipment, Inventory and other tangible personal property is located in the jurisdictions set forth on Schedule 3(k) hereto.

(l) Copyrights, Patents and Trademarks.

(i) To the best of each Obligor's knowledge, each Copyright, Patent and Trademark of such Obligor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(ii) To the best of each Obligor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority that would limit, cancel or question the validity of any Copyright, Patent or Trademark of any Obligor.

(iii) No action or proceeding is pending seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark of any Obligor, or that, if adversely determined, could reasonably be expected to have a material adverse effect on the value of any Copyright, Patent or Trademark of any Obligor.

(iv) All applications pertaining to the Copyrights, Patents and Trademarks of each Obligor have been duly and properly filed, and all registrations or letters pertaining to such Copyrights, Patents and Trademarks have been duly and properly filed and issued.

(v) No Obligor has made any assignment or agreement in conflict with the security interest in the Copyrights, Patents or Trademarks of any Obligor hereunder.

4. Covenants. Each Obligor covenants that until the Facility Termination Date, such Obligor shall:

(a) Instruments/Chattel Paper/Control/Inventory.

(i) If any amount in excess of \$250,000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument (excluding cheques received in the ordinary course of business) or Chattel Paper, or if any property constituting Collateral shall be stored or shipped subject to a Document of Title, ensure that such Instrument, Chattel Paper or Document of Title is either in the possession of such Obligor at all times or, if requested by the Agent to perfect its security interest in such Collateral, is delivered to the Agent duly endorsed in a manner satisfactory to the Agent. Such Obligor shall ensure that any Collateral consisting of Chattel Paper is marked with a legend acceptable to the Agent indicating the Agent's security interest in such Chattel Paper.

(ii) If requested by the Agent, execute and deliver all agreements, assignments, instruments or other documents reasonably requested by the Agent for the purpose of obtaining and maintaining control or dominion with respect to any Collateral consisting of (i) Deposit Accounts, (ii) Securities Accounts, (iii) Futures Accounts and (iv) Investment Property.

(iii) With respect to any leased real property that contains inventory owned by an Obligor, upon the request of the Agent, use its commercially reasonable efforts to obtain a landlord waiver on terms reasonably satisfactory to the Agent.

(b) Filing of Financing Statements, Notices, etc. Each Obligor shall execute and deliver to the Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Agent may reasonably request) and do all such other things as the Agent may reasonably deem necessary or appropriate (i) to assure to the Agent its security interests hereunder, including (A) such instruments as the Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the PPSA and the UCC, and (B) with regard to any Collateral comprising Copyrights, Patents or Trademarks, a Confirmation of Security Interest in Intellectual Property for filing with the Canadian Intellectual Property Office in the form of Exhibit 4(b)(i) hereto, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Agent of its rights and interests hereunder. Furthermore, each Obligor also hereby irrevocably makes, constitutes and appoints the Agent, its nominee or any other person whom the Agent may designate, as such Obligor's attorney-in-fact with full power and for the limited purpose to sign in the name of such Obligor any financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Agent's reasonable discretion would be necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until such time as the Secured Obligations arising under the Loan Documents have been paid in full and the Revolving Commitments have expired or been terminated or at any time a Collateral Period is not in effect. Each Obligor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to such Obligor wherever the Agent may in its sole discretion desire to file the same.

(c) Collateral Held by Warehouseman, Bailee, etc. If any Collateral is at any time in the possession or control of a warehouseman, bailee or any agent or processor of such Obligor (i) notify such Person in writing of the Agent's security interest therein, (ii) instruct such Person to hold all such Collateral for the Agent's account and subject to the Agent's instructions and (iii) use reasonable best efforts to obtain a written acknowledgment from such Person that it is holding such Collateral for the benefit of the Agent.

(d) Treatment of Accounts. Not grant or extend the time for payment of any Account, or compromise or settle any Account for less than the full amount thereof, or release any person or property, in whole or in part, from payment thereof, or allow any credit or discount thereon, other than as normal and customary in the ordinary course of an Obligor's business.

(e) Chief Executive Office, Locations of Collateral, etc. Without limiting any applicable restriction herein or in any other Loan Document, not (i) change its legal name, (ii) adopt any other French form of name, (iii) change the jurisdiction in which its chief executive office is located, or (iv) permit any of its Equipment, Inventory or other tangible personal property to be located out of the jurisdictions set forth on Schedule 3(k), without, in each case, providing at least 30 days (or such shorter period as the Agent may agree) prior written notice to Agent and promptly taking other steps, if any, as the Agent requests to ensure that the position of the Agent is not adversely affected by the change.

(f) Books and Records. Mark its books and records to reflect the security interest granted pursuant to this Agreement.

(g) Nature of Collateral. At all times maintain the Collateral as personal property and not affix any of the Collateral to any real property in a manner which would change its nature from personal property to real property or a fixture to real property.

(h) [reserved]

(i) Intellectual Property.

(i) Not do any act or omit to do any act whereby any material Copyright included in the Collateral may become invalidated and (A) not do any act, or omit to do any act, whereby such material Copyright may become injected into the public domain (except pursuant to Applicable Law); (B) notify the Agent immediately if it knows that any such material Copyright may become injected into the public domain (except pursuant to Applicable Law) or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in Canada, the United States or any other country) regarding an Obligor's ownership of any such Copyright or its validity; (C) take all necessary steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) of each material Copyright owned by an Obligor and to maintain each registration of each material Copyright owned by an Obligor including, without limitation, filing of applications for renewal where necessary; and (D) promptly notify the Agent of any material infringement of any material Copyright of an Obligor of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement.

(ii) Not make any assignment or agreement in conflict with the security interest in the Copyrights of each Obligor hereunder (except as permitted by the Credit Agreement).

(iii) (A) Continue to use each material Trademark included in the Collateral on each and every trademark class of goods applicable to its current line of goods as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration permitted under Applicable Law, if applicable, (D) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any such Trademark may become invalidated.

(iv) Not do any act, or omit to do any act, whereby any material Patent included in the Collateral may become abandoned or dedicated to the public.

(v) Notify the Agent and the Secured Parties immediately if it knows that any application or registration relating to any material Patent or Trademark of each Obligor may become abandoned or dedicated to the public, or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding such Obligor's ownership of any such Patent or Trademark or its right to register the same or to keep and maintain the same.

(vi) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each material Patent and Trademark included in the Collateral, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vii) Promptly notify the Agent and the Secured Parties after it learns that any material Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where commercially appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or to take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(viii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of each Obligor hereunder (except as permitted by the Credit Agreement).

Notwithstanding the foregoing, the Obligors may, in their reasonable business judgment, fail to maintain, pursue, preserve or protect any Copyright, Patent or Trademark included in the Collateral which is not material to their businesses.

5. Authorization to File Financing Statements. Each Obligor hereby authorizes the Agent to prepare and file such financing statements (including renewals) or amendments thereof or supplements

thereto or financing change statements or other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the PPSA and the UCC (including authorization to describe the Collateral as "all of the debtor's present and after-acquired personal property" or words of similar meaning). Each Obligor waives the right to receive a copy of any financing statement or financing change statement that may be registered in connection with this Agreement or any verification statement issued with respect to a registration.

6. Advances. On failure of any Obligor to perform any of the covenants and agreements contained herein or in any other Loan Document related to the Collateral, the Agent may, at its sole option and in its sole discretion, perform the same and in so doing may expend such sums as the Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures which the Agent may make for the protection of the security hereof or which may be compelled to make by operation of Applicable Law. All such sums and amounts so expended shall be repayable by the Obligors on a joint and several basis promptly upon timely notice thereof and demand therefor, shall constitute additional Secured Obligations and shall bear interest from the date said amounts are expended at the Post-Default Rate. No such performance of any covenant or agreement by the Agent on behalf of any Obligor, and no such advance or expenditure therefor, shall relieve the Obligors of any Default or Event of Default. The Agent may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by an Obligor in appropriate proceedings and against which adequate reserves are being maintained in accordance with GAAP.

7. Remedies.

(a) General Remedies. Upon the occurrence of an Event of Default and during continuation thereof, the Agent shall have, in addition to the rights and remedies provided herein, in the Loan Documents, in any other documents relating to the Secured Obligations, or by Applicable Law (including, but not limited to, levy of attachment, garnishment and the rights and remedies set forth in the PPSA and the UCC of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the PPSA and the UCC (regardless of whether the PPSA or the UCC is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the PPSA or the UCC applies to the affected Collateral), and further, the Agent may, with or without judicial process or the aid and assistance of others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Obligors, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Obligors to assemble and make available to the Agent at the expense of the Obligors any Collateral at any place and time designated by the Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof, (v) without demand and without advertisement, notice, hearing or process of law, all of which each of the Obligors hereby waives to the fullest extent permitted by Applicable Law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any exchange or broker's board or elsewhere, by one or more contracts, in one or more parcels, for Money, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements) and/or (vi) exercise any and all rights under any agreement with any Securities Intermediary, Futures Intermediary or depositary bank. Each Obligor acknowledges that any such private sale may be at prices and on terms less favourable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sale shall be deemed

to have been made in a commercially reasonable manner. Neither the Agent's compliance with Applicable Law nor its disclaimer of warranties relating to the Collateral shall be considered to adversely affect the commercial reasonableness of any sale. Each Obligor waives giving of notice to the maximum extent permitted by Applicable Law. To the extent the rights of notice cannot be legally waived hereunder, each Obligor agrees that any requirement of reasonable notice shall be met if such notice, specifying the place of any public sale or the time after which any private sale is to be made, is personally served on or mailed, postage prepaid, to the Borrower in accordance with the notice provisions of Section 9.5 of the Credit Agreement at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by Applicable Law, any Secured Party may be a purchaser at any such sale. To the extent permitted by Applicable Law, each of the Obligors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of Applicable Law, the Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by Applicable Law, be made at the time and place to which the sale was postponed, or the Agent may further postpone such sale by announcement made at such time and place.

(b) Receiver. The Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term includes a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral. The Agent may remove any receiver appointed by it and appoint another in its place, and may determine the remuneration of any receiver, which may be paid from the proceeds of the Collateral in priority to other Secured Obligations. Any receiver appointed by the Agent shall, to the extent permitted by Applicable Law, have all of the rights, benefits and powers of the Agent under this Agreement, the PPSA or otherwise. Any receiver shall be deemed the agent of the Obligors and the Agent shall not be in any way responsible for any misconduct or negligence of any receiver.

(c) Remedies relating to Accounts. During the continuation of an Event of Default, whether or not the Agent has exercised any or all of its rights and remedies hereunder, (i) each Obligor will promptly upon request of the Agent instruct all account debtors to remit all payments in respect of Accounts to a mailing location selected by the Agent and (ii) the Agent shall have the right to enforce any Obligor's rights against its customers and account debtors, and the Agent or its designee may notify any Obligor's customers and account debtors that the Accounts of such Obligor have been assigned to the Agent or of the Agent's security interest therein, and may (either in its own name or in the name of an Obligor or both) demand, collect (including, without limitation, by way of a lockbox arrangement), receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the Secured Parties in the Accounts. Each Obligor acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Agent in accordance with the provisions hereof shall be solely for the Agent's own convenience and that such Obligor shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. Neither the Agent nor the Secured Parties shall have any liability or responsibility to any Obligor for acceptance of a cheque, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance. Furthermore, during the continuation

of an Event of Default, (i) the Agent shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Obligors shall furnish all such assistance and information as the Agent may require in connection with such test verifications, (ii) upon the Agent's request and at the expense of the Obligors, the Obligors shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts and (iii) the Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Agent's satisfaction the existence, amount and terms of any Accounts.

(d) Deposit Accounts. Upon the occurrence of an Event of Default and during continuation thereof, the Agent may prevent withdrawals or other dispositions of funds in Deposit Accounts maintained with the Agent.

(e) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuance thereof, the Agent shall have the right to enter and remain upon the various premises of the Obligors without cost or charge to the Agent, and use the same, together with materials, supplies, books and records of the Obligors for the purpose of collecting and liquidating the Collateral, or for preparing for sale and conducting the sale of the Collateral, whether by foreclosure, auction or otherwise. In addition, the Agent may remove Collateral, or any part thereof, from such premises and/or any records with respect thereto, in order to effectively collect or liquidate such Collateral.

(f) Remedies Relating to Inventory. For the purpose of enabling the Agent to exercise the rights and remedies under this Section 7 at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Obligor hereby (a) grants to the Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Obligor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Obligor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof (it being understood that if such access would violate any statutory, regulatory or customer contractual confidentiality obligations of an Obligor, such Obligor shall provide the Agent with access in a manner where such information is redacted or otherwise protected in a manner that complies with the such statutory, regulatory or customer contractual confidentiality obligations) and (b) irrevocably agrees that the Agent may sell any of such Obligor's Inventory directly to any person, including without limitation persons who have previously purchased the Obligor's Inventory from such Obligor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Obligor and any Inventory that is covered by any Copyright owned by or licensed to such Obligor and the Agent may finish any work in process and affix any Trademark owned by or licensed to such Obligor and sell such Inventory as provided herein.

(g) Nonexclusive Nature of Remedies. Failure by the Agent or the Secured Parties to exercise any right, remedy or option under this Agreement, any other Loan Document, any other document relating to the Secured Obligations, or as provided by Applicable Law, or any delay by the Agent or the Secured Parties in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Agent or the Secured Parties shall only be granted as provided herein. To the extent permitted by Applicable Law, neither the Agent, the Secured Parties, nor any party acting as attorney for the Agent or the Secured Parties, shall be liable hereunder for any acts or omissions or

for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder. The rights and remedies of the Agent and the Secured Parties under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent or the Secured Parties may have.

(h) Retention of Collateral. In addition to the rights and remedies hereunder, the Agent may, in compliance with the requirements of Applicable Law of the relevant jurisdiction, accept or retain the Collateral in satisfaction of the Secured Obligations. Unless and until the Agent shall have provided such notices, however, the Agent shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.

(i) Deficiency. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Agent or the Secured Parties are legally entitled, the Obligors shall be jointly and severally liable for the deficiency, together with interest thereon at the Post-Default Rate, together with the costs of collection and the fees, charges and disbursements of counsel. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Obligors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

8. Rights of the Agent.

(a) Power of Attorney. In addition to other powers of attorney contained herein, each Obligor hereby designates and appoints the Agent, on behalf of the Secured Parties, and each of its designees or agents, as attorney-in-fact of such Obligor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Agent may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Agent may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to an Obligor and endorse cheques, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of such Obligor on behalf of and in the name of such Obligor, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Agent were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other

agreements, instruments and documents that the Agent may determine necessary in order to perfect and maintain the security interests and liens granted in this Agreement and in order to fully consummate all of the transactions contemplated therein;

- (viii) institute any foreclosure proceedings that the Agent may deem appropriate;
- (ix) to sign and endorse any drafts, assignments, proxies, stock powers, verifications, notices and other documents relating to the Collateral;
- (x) [reserved];
- (xi) [reserved];
- (xii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral;
- (xiii) to direct any parties liable for any payment in connection with any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Agent or as the Agent shall direct;
- (xiv) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; and
- (xv) do and perform all such other acts and things as the Agent may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Secured Obligations arising under the Loan Documents have been paid in full and the Revolving Commitments have expired or been terminated. The Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Agent in this Agreement and shall not be liable for any failure to do so or any delay in doing so. The Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Assignment by the Agent. The Agent may from time to time assign the Secured Obligations to a successor Agent appointed in accordance with the Credit Agreement, and such successor shall be entitled to all of the rights and remedies of the Agent under this Agreement in relation thereto.

(c) The Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Agent hereunder, the Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Obligors shall be responsible for preservation of all rights in the Collateral, and the Agent shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Obligors. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Agent accords its own property, which shall be no less than the treatment employed by a reasonable

and prudent agent in the industry, it being understood that the Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. In the event of a public or private sale of Collateral pursuant to Section 7 hereof, the Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent has or is deemed to have knowledge of such matters, or (ii) taking any steps to clean, repair or otherwise prepare the Collateral for sale.

(d) Liability with Respect to Accounts. Anything herein to the contrary notwithstanding, each of the Obligor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. Neither the Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to such Account pursuant hereto, nor shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of an Obligor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(e) [reserved].

(f) Releases of Collateral. If any Collateral shall be sold, transferred or otherwise disposed of by any Obligor in a transaction permitted by the Credit Agreement, then the Agent, at the request and sole expense of such Obligor, shall promptly execute and deliver to such Obligor all releases and other documents, and take such other action, reasonably necessary for the release of the Liens created hereby or by any other Collateral Document on such Collateral. If a Collateral Release Event occurs, then the Agent, at the request and sole expense of such Obligor, shall promptly execute and deliver to such Obligor all releases and other documents, and take such other action, reasonably necessary for the release of the Liens created hereby or by any other Collateral Document on the Collateral.

9. Application of Proceeds. Upon the acceleration of the Obligations pursuant to Section 7.2 of the Credit Agreement, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Agent or any Secured Party in Money, will be applied in reduction of the Secured Obligations in the order set forth in Section 7.3 of the Credit Agreement.

10. Continuing Agreement.

(a) This Agreement shall remain in full force and effect until the Facility Termination Date or in accordance with Section 8(f) hereof, at which time this Agreement shall be automatically terminated and the Agent shall, upon the request and at the expense of the Obligors, forthwith release all of its liens and security interests hereunder and shall execute and deliver all PPSA discharges, UCC termination statements and/or other documents reasonably requested by the Obligors evidencing such termination.

(b) This Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any Secured Party as a

preference, fraudulent conveyance or otherwise under any Debtor Relief Law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Agent or any Secured Party in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

11. Amendments; Waivers; Modifications, etc. This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 9.3 of the Credit Agreement; provided that any update or revision to Schedule 3(g) or Schedule 3(k) hereof delivered by any Obligor shall not constitute an amendment for purposes of this Section 11 or Section 9.3 of the Credit Agreement.

12. Successors in Interest. This Agreement shall be binding upon each Obligor, its successors and assigns and shall inure, together with the rights and remedies of the Agent and the Secured Parties hereunder, to the benefit of the Agent and the Secured Parties and their successors and permitted assigns.

13. Notices. All notices required or permitted to be given under this Agreement shall be in conformance with Section 9.5 of the Credit Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of executed counterparts of this Agreement by facsimile or other electronic means shall be effective as an original.

15. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

16. **Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL.**

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(b) EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE COURTS OF THE PROVINCE OF ONTARIO. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. DESPITE THE PRECEDING PART OF THIS SECTION, THE AGENT, ANY LENDER OR THE L/C ISSUER ARE PERMITTED TO TAKE PROCEEDINGS IN RELATION TO ANY DISPUTE ARISING FROM OR IN RELATION TO THIS AGREEMENT IN ANY

COURT OF ANY OTHER JURISDICTION WITH JURISDICTION AND TO THE EXTENT ALLOWED BY LAW MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS.

(c) EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENCE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) The terms of Section 9.12 of the Credit Agreement with respect to waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

17. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

18. Entirety. This Agreement, the other Loan Documents and the other documents relating to the Secured Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, and any contemporaneous oral agreements and understandings, if any, including any commitment letters or correspondence relating to the Loan Documents, any other documents relating to the Secured Obligations, or the transactions contemplated herein and therein.

19. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by an Obligor), or by a guarantee, endorsement or property of any other Person, then the Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Agent shall have the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Secured Obligations or any of the rights of the Agent or the Secured Parties under this Agreement, under any other of the Loan Documents or under any other document relating to the Secured Obligations. The Agent shall be under no obligation to marshal in favour of the Obligors any other security interest or lien or any money or other property that the Agent or the Secured Parties may be entitled to receive or may have a claim upon.

20. Joinder. At any time after the date of this Agreement, one or more additional Persons may become party hereto by executing and delivering to the Agent a Joinder Agreement in form and substance satisfactory to the Agent. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional Person will become a party to this Agreement as an

"Obligor" and have all of the rights and obligations of an Obligor hereunder and this Agreement and the schedules hereto shall be deemed amended by such Joinder Agreement.

21. Rights of Required Lenders. All rights of the Agent hereunder, if not exercised by the Agent, may be exercised by the Required Lenders.

22. Amalgamation, Merger. If any Obligor amalgamates or merges with one or more other entities, the Secured Obligations and the security interest granted to the Agent pursuant to this Agreement shall continue as to the Secured Obligations and the undertaking, property and assets of such Obligor at the time of amalgamation or merger, and shall extend to the Secured Obligations and the present and future undertaking, property and assets of the amalgamated or merged entity, and the term Obligors shall extend to the amalgamated or merged entity, all as if the amalgamated or merged entity had executed this Agreement as such Obligor.

23. Limitation Periods. To the extent that any limitation period applies to any claim for payment of the Secured Obligations or remedy for enforcement of the Secured Obligations, each Obligor agrees that: (a) any limitation period is expressly excluded and waived entirely if permitted by Applicable Law; (b) if a complete exclusion and waiver of any limitation period is not permitted by Applicable Law, any limitation period is extended to the maximum length permitted by Applicable Law; (c) any applicable limitation period shall not begin before an express demand for payment of the Secured Obligations is made in writing by the Agent to any Obligor; (d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of the Secured Obligations by any Loan Party; and (e) this Agreement is a "business agreement" as defined in the *Limitations Act, 2002* (Ontario) if that Act applies.

[SIGNATURE PAGE FOLLOWS]

128905725:v3

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

OBLIGORS:

NORDSTROM CANADA RETAIL, INC.,
a British Columbia corporation

By: Michael W. Maher
Name: Michael Maher
Title: Vice President

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Carl Hinrichs

Title: Director

SCHEDULE 3(g)

INSTRUMENTS; DOCUMENTS OF TITLE; CHATTEL PAPER

None.

SCHEDULE 3(k)

CHIEF EXECUTIVE OFFICE, LOCATIONS OF COLLATERAL, ETC.

OBLIGORChief Executive Office

NORDSTROM CANADA RETAIL, INC. 1617 Sixth Avenue, Seattle, Washington 98101
 AND IN ITS FRENCH LANGUAGE
 FORM LES DETAILLANTS
 NORDSTROM CANADA, INC.

OBLIGORLocations of Collateral

NORDSTROM CANADA RETAIL, INC. Province of Alberta
 AND IN ITS FRENCH LANGUAGE Province of British Columbia
 FORM LES DETAILLANTS Province of Ontario
 NORDSTROM CANADA, INC.

EXHIBIT 4(b)(i)

CONFIRMATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TO: CANADIAN INTELLECTUAL PROPERTY OFFICE

DATED: ☐

WHEREAS, ☐ of ☐ (the "Obligor"), is the owner of the patents, patent applications, trademarks, trade-mark applications, copyright registrations, applications to register copyright, industrial design registrations and industrial design applications set forth in Schedule I hereto, and the underlying goodwill associated with the business in association with which such patents, patent applications, trademark registrations and applications, copyright registrations and applications, and industrial design registrations and applications are used (collectively, the "Intellectual Property").

WHEREAS, pursuant to the Revolving Credit Agreement dated as of May 6, 2022 (as amended, amended and restated, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the "Credit Agreement") among, *inter alia*, NORDSTROM, INC., a Washington corporation, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent (in such capacity and together with any successors in such capacity, the "Agent"), at its office at 1700 Lincoln Street, 3rd Floor, Denver, CO 80203, the Obligor and others entered into the Canadian Security Agreement dated as of May 6, 2022 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") in favour of the Agent, for the benefit of the Secured Parties referenced therein, pursuant to which the Obligor granted a security interest in and to, *inter alia*, the Intellectual Property to the Agent, for the benefit of the Secured Parties, to secure the payment and performance of its obligations to the Secured Parties, including, without limitation, its obligations under or in connection with the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby confirms the grant under the Security Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in and to the Intellectual Property.

[signature page follows]

In witness whereof, the Obligor has caused this Confirmation to be executed and delivered by its duly authorized officer as of the date first set forth above.

[OBLIGOR]

By: _____
Name:
Title:

SCHEDULE I
to
CONFIRMATION OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY

TRADEMARKS/PATENTS/COPYRIGHTS/INDUSTRIAL DESIGNS

This is Exhibit "O" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read "H Davis", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

This FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT (this “First Amendment”) is entered into and effective as of March 1, 2023 (the “First Amendment Effective Date”) among Nordstrom, Inc., a Washington corporation (the “Borrower”), the Guarantors party hereto, the Lenders party hereto and Wells Fargo Bank, National Association, as administrative agent (the “Agent”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders party thereto and the Agent are party to that certain Revolving Credit Agreement dated as of May 6, 2022 (as amended and modified from time to time, including as amended by this First Amendment, the “Credit Agreement”);

WHEREAS, the Borrower has requested an amendment to the Credit Agreement as described below; and

WHEREAS, the Required Lenders are willing to agree to such amendment, subject to the terms set forth herein as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Amendments to Credit Agreement.

(a) The following definitions are hereby added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order to read as follows:

“CCAA Proceedings” means the proceedings under the Companies’ Creditors Arrangement Act (Canada) to be commenced before the Ontario Superior Court of Justice (Commercial List) by or with respect to the Nordstrom Canada Entities.

“First Amendment” means that certain First Amendment to Revolving Credit Agreement, dated as of the First Amendment Effective Date, by and among the Loan Parties, the Lenders party thereto and the Administrative Agent.

“First Amendment Effective Date” means March 1, 2023.

“NCRI” means Nordstrom Canada Retail, Inc.

“Nordstrom Canada Entities” means, collectively, NCRI, Nordstrom Canada Leasing LP, Nordstrom Canada Holdings, LLC and Nordstrom Canada Holdings II, LLC.

(b) The following definitions in Section 1.1 of the Credit Agreement are hereby amended to read as follows:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. The term “control” means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of a Person, whether through the ownership of Capital Stock, by contract or otherwise, and the terms “controlled” and “common control” have correlative meanings. Unless otherwise indicated, “Affiliate” refers to an Affiliate of the Borrower. Notwithstanding the foregoing, (a) in no event shall any Lender Party or any Affiliate of any Lender Party be deemed to be an Affiliate of the Borrower and (b) from and after the First Amendment Effective Date, the Nordstrom Canada Entities shall not be considered Affiliates of the Borrower and its Subsidiaries for purposes of this Agreement and the Loan Documents except for purposes of Section 6.6.

“Debt” means, with respect to any Person, the aggregate amount of, without duplication: (i) all obligations for borrowed money (including, except as otherwise provided in subpart (iii) below, purchase money indebtedness) other than, with respect to Debt of the Borrower or any of its Subsidiaries, funds borrowed by the Borrower or any such Subsidiary from the Borrower or another such Subsidiary; (ii) all obligations evidenced by bonds, debentures, notes or other similar instruments; (iii) all obligations to pay the deferred purchase price of property or services, except trade accounts payable (which trade payables are deemed to include any consignment purchases) arising in the ordinary course of business that are not overdue; (iv) the principal portion of all obligations under (a) Capitalized Leases and (b) any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product of such Person where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP; (v) all obligations of third parties secured by a Lien on any asset owned by such Person whether or not such obligation or liability is assumed; (vi) all obligations of such Person, contingent or otherwise, in respect of any letters of credit or bankers’ acceptances; (vii) all Contingent Obligations (other than Contingent Obligations incurred as a result of, in connection with or stayed by any CCAA Proceedings; provided, that the aggregate amount of Contingent Obligations excluded from Debt pursuant to this parenthetical shall not exceed the “Contingent Obligations amount” on Schedule 1 attached to the First Amendment); (viii) the aggregate amount paid to, or borrowed by, such Person as of such date under a sale of receivables or similar transaction (regardless of whether such transaction is effected without recourse to such Person or in a manner that would not be reflected on the balance sheet of such Person in accordance with GAAP); (ix) all Debt of any partnership or unincorporated joint venture to the extent such Person is legally obligated with respect thereto; and (x) all net obligations with respect to interest rate protection agreements, foreign currency exchange agreements, commodity purchase or option agreements or other interest or exchange rate or commodity price hedging agreements.

“EBITDAR” means, for any period, with respect to the Borrower and its consolidated Subsidiaries, Net Income plus, to the extent deducted in determining such Net Income, the sum of, without duplication, (a) Interest Expense, (b) any make-whole payment and any unamortized bond premium with respect to a redemption of Debt, (c) income tax expense, (d) depreciation expense, (e) amortization expense, (f) Rent Expense, (g) non-cash charges (including goodwill or other impairment charges) related to acquisitions, in each case as determined in accordance with GAAP, (h) any losses,

charges or expenses in connection with the closure or discontinuation of operations (including, without limitation, the closure of any store or other facility) during such period, including non-cash impairment charges incurred as a result of the dissolution of the Nordstrom Canada Entities pursuant to, in connection with or following any CCAA Proceedings, (i) other expenses reducing such Net Income which do not represent a cash item in such period or any future period and (j) net cash charges incurred in connection with the dissolution of the Nordstrom Canada Entities pursuant to, in connection with or following any CCAA Proceedings; provided, that the aggregate amount added back pursuant to this clause (j) shall not exceed the amount set out as the “EBITDAR subpart (j) amount” on Schedule 1 attached to the First Amendment during the term of this Credit Agreement.

“Subsidiary” means, with respect to any Person, any other Person of which more than 50% of the Voting Stock is at the time directly or indirectly owned by such first Person. Unless otherwise indicated, “Subsidiary” refers to a Subsidiary of the Borrower. Notwithstanding the foregoing, from and after the First Amendment Effective Date the Nordstrom Canada Entities shall not be considered Subsidiaries of the Borrower for purposes of this Agreement (including any existing exhibit or schedule previously provided) and the Loan Documents, except for purposes of (i) clause (d) of the definition of “Excluded Property” in Section 1.1 and (ii) the definition of “Information” in Section 9.13.

(c) A new Section 5.5(k) is hereby added to the Credit Agreement to read as follows:

(k) the Borrower shall deliver concurrently with the delivery of any financial statements pursuant to Section 5.1(a) or 5.1(b), the related unaudited consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of the Nordstrom Canada Entities from such consolidated financial statements.

(d) Section 6.6 of the Credit Agreement is hereby amended to read as follows:

6.6 Transactions with Affiliates.

The Borrower shall not, and shall not permit any Subsidiary to, directly or indirectly, enter into any transaction (including the purchase, sale, lease, or exchange of any property or the rendering of any service) with any Affiliate of the Borrower, unless (a) such transaction is not otherwise prohibited by this Agreement, (b) such transaction is in the ordinary course of business and (c) if such transaction is other than with a Wholly Owned Subsidiary, such transaction is on fair and reasonable terms no less favorable to the Borrower or its Subsidiary, as the case may be, than those terms which might be obtained at the time in a comparable arm’s length transaction with a Person who is not an Affiliate or, if such transaction is not one which by its nature could be obtained from such other Person, is on fair and reasonable terms and was negotiated in good faith; provided that this Section 6.6 shall not restrict (i) dividends, distributions and other payments and transfers on account of any shares of Capital Stock of the Borrower or any Subsidiary otherwise permissible hereunder, and (ii) transactions pursuant to (A) any agreement between the Borrower and any Affiliate of the Borrower pursuant to which the Borrower sells, discounts or otherwise transfers an interest in accounts receivable in the ordinary course of its business (including agreements under which the Borrower has an obligation to repurchase from or indemnify the purchaser with respect to accounts discounted, sold or otherwise transferred by the Borrower), (B) any agreement between

the Borrower and any Affiliate of the Borrower or between one (1) or more Affiliates of the Borrower for or related to the sale of credit card accounts, associated receivables and related assets, (C) sales of loans or participations in loans by any Subsidiary financial institution to an Affiliate, (D) loans, advances and other transactions between or among the Borrower or any of its Subsidiaries to the extent permitted under Section 6.1, 6.2, 6.4, 6.5, 6.9 or 6.10 and (E) any financing or other amounts or services provided under any wind down agreement provided by the Borrower or its Subsidiaries to the Nordstrom Canada Entities or any of them as a result of, or in connection with, any CCAA Proceedings to the extent not prohibited under Section 6.10(b)(viii).

(e) Section 6.10(b) of the Credit Agreement is hereby amended to (i) delete the “and” at the end of subclause (vi), (ii) replace the “.” at the end of subclause (vii) with “; and” and (iii) to add a new subclause (viii) to read as follows:

(viii) Investments in the Nordstrom Canada Entities (including any debtor-in-possession financing provided by the Borrower and its Subsidiaries to the Nordstrom Canada Entities or any of them or any other amounts provided under any wind-down agreement with the Nordstrom Canada Entities or any of them), the establishment and maintenance of any employee trusts, and the waiver of any claims or purchase of assets under a plan of compromise or arrangement, in each case, to the extent required as a result of or in connection with any CCAA Proceedings; provided, that, the aggregate amount of Investments made pursuant to this Section 6.10(b)(viii) shall not exceed the “Section 6.10(b)(viii) Investment Cap” on Schedule 1 to the First Amendment.

(f) The following sentence is hereby added at the end of Section 6.10(b) to read as follows:

Notwithstanding anything to the contrary contained herein, no Investments shall be made in the Nordstrom Canada Entities other than (x) Investments outstanding on the First Amendment Effective Date and (y) Investments made pursuant to Section 6.10(b)(viii).

(g) Section 7.1(g) of the Credit Agreement is hereby amended to read as follows:

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. The Borrower or any Loan Party shall institute a voluntary case seeking liquidation or reorganization under Chapter 7 or Chapter 11, respectively, of the Bankruptcy Code or any similar proceeding under any Debtor Relief Law or any other Applicable Law, or shall consent thereto; or shall consent to the conversion of an involuntary case to a voluntary case; or shall make a proposal to its creditors or file notice of its intention to do so, shall institute any other proceeding under Applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief; or shall file a petition, answer a complaint or otherwise institute any proceeding seeking, or shall consent to or acquiesce in the appointment of, a receiver, receiver-manager, liquidator, sequestrator, custodian, trustee or other officer with similar powers over the Borrower or any Loan Party or to take possession of all or a substantial portion of its property or to operate all or a substantial portion of its business; or shall make a general assignment for the benefit of creditors; or shall generally not pay, or shall admit in writing its inability to pay, its debts as they become due; or the board of directors of the Borrower or any Loan Party (or any committee thereof) shall adopt any resolution or otherwise authorize action to

approve any of the foregoing; provided, that, notwithstanding the foregoing, any CCAA Proceedings, any subsequent proceedings (including, without limitation, any bankruptcy proceedings under the Bankruptcy and Insolvency Act (Canada)), any participation in such CCAA Proceedings or subsequent proceedings affecting the Nordstrom Canada Entities, direct or indirect, or any support provided by the Borrower or any Loan Party in connection therewith (it being understood that any such support that constitutes an Investment, shall be subject to Section 6.10(b)(viii)) and in connection with the wind-down of the Nordstrom Canada Entities shall not constitute an "Event of Default" under this Section 7.1(g);

(h) Section 7.1 of the Credit Agreement is hereby amended to (i) replace the "." at the end of clause (k) with "; or" and (ii) to add a new clause (l) to read as follows:

(l) There shall be a money judgment, writ or warrant of attachment against any Loan Party, or the assets of any Loan Party, or a final order of a court of competent jurisdiction against any such Loan Party or the assets of any such Loan Party, in each case, in the CCAA Proceedings or any subsequent or other proceeding directly related to or arising out of the CCAA Proceedings, and such judgement, writ, warrant or final order is for a cash amount payable by such Loan Party or the disgorgement of certain money, property or assets of such Loan Party, or divests such Loan Party of its interest in assets with a value, (i) individually or in the aggregate, in excess of \$100,000,000, and (ii) that is not satisfied, compromised or released in any plan of compromise or arrangement (or other means of settlement) implemented in the CCAA Proceedings or any subsequent or other proceeding directly related to or arising out of the CCAA Proceedings; provided that, no Event of Default shall exist if (x) payment of such judgement, writ, warrant or final order is covered in full by insurance and the insurer has affirmed such coverage; or (y) the Borrower is in good faith prosecuting an appeal of such judgement, writ, warrant or final order and has (A) deposited funds as required for such appeal, if any, and (B) reserved amounts on its books for such judgement, writ, warrant or final order as required in accordance with GAAP; or (z) such judgement, writ, warrant or final order is stayed or dismissed within a period of ninety (90) days.

2. Release of NCRI. Effective automatically upon the First Amendment Effective Date, the Agent hereby (a) automatically releases NCRI without any further action whatsoever from all of its obligations and liabilities of any and every kind or character, whether known or unknown, present or future, arising under the Guaranty, the Canadian Security Agreement and each other Loan Document (and the Canadian Security Agreement shall cease to be a "Collateral Document") and (b) releases, discharges and disclaims each Lien granted by NCRI in favor of the Agent pursuant to the Guaranty and the other Loan Documents. At the sole expense of the Borrower, the Agent will execute, as applicable, and deliver to the Borrower (or any designee of the Borrower) any such lien releases and/or lien terminations, authorizations to discharge security interests, discharges of security interests, pledges and/or guarantees, and other similar release, discharge and/or termination documents as are reasonably requested by the Borrower and are necessary to release, terminate or discharge, as of record, the security interests and Liens in favor of the Agent on the assets of NCRI. Without limiting the generality of the foregoing, effective automatically upon the First Amendment Effective Date, the Agent authorizes NCRI and any other party on behalf of NCRI (including, without limitation, Lane Powell PC and Osler, Hoskin & Harcourt LLP) to file the *Personal Property Security Act* financing change statements and UCC-3 termination statements in the forms attached hereto as Exhibit A. Notwithstanding this Section 2, the Credit Agreement and each other Loan Document remain in full force and effect with respect to each Loan Party, other than NCRI.

For the avoidance of doubt, the execution of this First Amendment by the Required Lenders shall constitute confirmation by the Required Lenders that the Agent is authorized to release NCRI from its obligations under the Loan Documents.

3. Effectiveness; Conditions Precedent. This First Amendment shall be effective upon satisfaction of the following conditions:

(a) Receipt by the Agent of copies of this First Amendment duly executed by the Borrower, the Guarantors, the Agent and the Required Lenders.

(b) The Borrower shall have paid all fees due and owing to the Administrative Agent and the Lenders.

(c) The Borrower shall have paid all reasonable fees, charges and disbursements of counsel to the Agent (directly to such counsel if requested by the Agent) to the extent invoiced at least one (1) Business Day prior to the date hereof.

4. Ratification of Credit Agreement. On and after the First Amendment Effective Date, the term "Credit Agreement" as used in each of the Loan Documents shall hereafter mean the Credit Agreement as amended and modified by this First Amendment. Except as herein specifically agreed, the Credit Agreement, as amended by this First Amendment, is hereby ratified and confirmed and shall remain in full force and effect according to its terms. Each of the Loan Parties acknowledges and consents to the modifications set forth herein and agree that, except as herein specifically agreed, this First Amendment does not impair, reduce or limit any of its obligations under the Loan Documents (including, without limitation, the indemnity obligations set forth therein) and that, after the date hereof, this First Amendment shall constitute a Loan Document.

5. Authority/Enforceability. Each of the Loan Parties, including NCRI, represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this First Amendment.

(b) This First Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this First Amendment.

(d) The execution and delivery of this First Amendment does not (i) violate, contravene or conflict with any provision of its organization or formation documents or (ii) materially violate, contravene or conflict with any law, regulation, order, writ, judgment, injunction, decree or permit applicable to it or any of its Subsidiaries.

6. Representations and Warranties of the Loan Parties. Each of the Loan Parties, other than NCRI, represents and warrants to the Agent and each Lender that (a) the representations and warranties of

the Loan Parties other than NCRI set forth (i) in Article IV of the Credit Agreement and (ii) in the other Loan Documents are true and correct in all material respects as of the First Amendment Effective Date (except to the extent a representation and warranty specifically refers to an earlier date and then as of such earlier date) and (b) after giving effect to this First Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default.

7. Counterparts/Electronic Delivery. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this First Amendment by telecopy or electronic transmission of a "PDF" copy shall be effective as an original and shall constitute a representation that an original shall be delivered promptly upon request.

8. GOVERNING LAW. THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. The jurisdiction, service of process, waiver of venue and waiver of jury trial provisions of Sections 9.12 and 9.23 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

BORROWER:

NORDSTROM, INC.

By: Michael W. Maher

Name: Michael Maher

Title: Interim Chief Financial Officer and
Chief Accounting Officer

GUARANTORS:

NORDSTROM, INC.

By: Michael W. Maher

Name: Michael Maher

Title: Interim Chief Financial Officer and
Chief Accounting Officer

NIHC, INC.

By: Misti Heckel

Name: Misti Heckel

Title: President and Treasurer

NORDSTROM CARD SERVICES, INC.

By: Michael W. Maher

Name: Michael Maher

Title: Vice President and Treasurer

NORDSTROM CANADA RETAIL, INC.

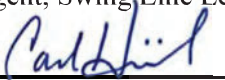
By: Misti Heckel

Name: Misti Heckel

Title: President

AGENTS AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent, Swing Line Lender, L/C Issuer and Lender

By: 

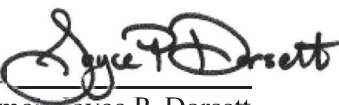
Name: Carl Hinrichs

Title: Director

BANK OF AMERICA, N.A.,
as L/C Issuer and Lender

By: Michelle L. Walker
Name: Michelle L. Walker
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as L/C Issuer and Lender

By: 

Name: Joyce P. Dorsett

Title: Senior Vice President

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as a Lender

By: 

Name: Miranda C. Stokes

Title: Managing Director, SVP

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: 

Name: Anna C. Araya

Title: Executive Director

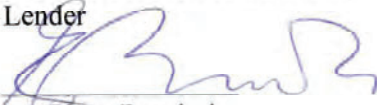
MUFG BANK, LTD.,
as a Lender

By: 

Name: Megan Webster

Title: Managing Director


THE BANK OF NOVA SCOTIA,
as a Lender

By: 

Name: Frans Braniotis

Title: Managing Director

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as a Lender

By:  _____

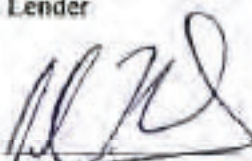
Name: Victoria Roberts

Title: Authorized Signatory

GOLDMAN SACHS BANK USA,
as a Lender

By: Keshia Leday
Name: Keshia Leday
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.,
as a Lender

By: 

Name: Jack Kuhns

Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: 

Name: Tad L. Stainbrook

Title: Vice President

BANK OF HAWAII,
as a Lender

By: 

Name: Terri L. Okada

Title: Senior Vice President

This is Exhibit "P" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in purple ink, appearing to read "H Davis", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

REPORT : PSSR060
PAGE : 1
(5716)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142632.60

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC.

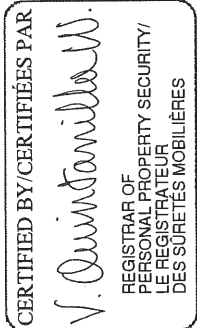
FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142632.60 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8



CONTINUED... 2

FILE CURRENCY 23 FEB 2023

CONTINUED...

(cri1fv 05/2022)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATEREPORT : PSSR060
PAGE : 3
(5718)RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142632.60TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC.
FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
78265444501 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220504 1123 1590 080702 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC. ONTARIO CORPORATION NO.
04 ADDRESS 1617 SIXTH AVENUE SEATTLE WA 9810105 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, ONTARIO CORPORATION NO.
07 ADDRESS 1617 SIXTH AVENUE SEATTLE WA 9810108 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
VEHICLE13 GENERAL
14 COLLATERAL
15 DESCRIPTION16 REGISTERING
AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(e) 11v 05/2022

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATEREPORT : PSSR060
PAGE : 4
(5719)RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142632.60TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC.
FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782654445CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220504 1123 1590 080701
02 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
ADDRESS 1617 SIXTH AVENUE SEATTLE ONTARIO CORPORATION NO.
98101 WA04
05 DEBTOR FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
ADDRESS07
08 SECURED PARTY / FIRST GIVEN NAME INITIAL SURNAME
09 LIEN CLAIMANT ADDRESS ONTARIO CORPORATION NO.
ADDRESS10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR

VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c)11v 05/2022

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

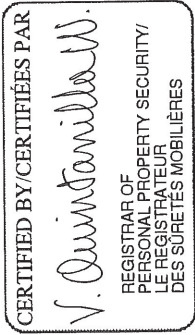
RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142632.60

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC.
FILE CURRENCY : 23FEB 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782654445	20220504 1123 1590 0807		

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



REPORT : PSSR060
PAGE : 1
(5711)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142535.10

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANA
DA, INC.

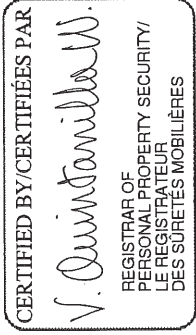
FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142535.10 CONTAINS 5 PAGE(S), 1 FAMILY (IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8



CONTINUED . . . 2



RUN NUMBER : 055
 RUN DATE : 2023/02/24
 ID : 20230224142535.10

TYPE OF SEARCH	BUSINESS DECTOR
SEARCH CONDUCTED ON	NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANA
FILE CURRENCY	DA, INC.
	23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
782654445

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	001	3		20220504 1123 1590 0807	P	PPSA 10

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03	NAME	BUSINESS NAME	NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETLALLANTS NORDSTROM CANADA, INC.			
04	ADDRESS	1617 STYNN AVENUE SEATTLE, WA 98101				
05	PHONE	ONTARIO CORPORATION NO.				

05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME	NORDSTROM CANADA RETAIL, INC.		
07	BUSINESS ADDRESS		1617 SIXTH AVENUE		
08	BUSINESS PHONE		2060000000		
09	BUSINESS FAX		2060000000		
10	BUSINESS TELETYPE		2060000000		
11	BUSINESS CREDIT CARD		2060000000		
12	BUSINESS CREDIT CARD		2060000000		
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00	BUSINESS CREDIT CARD		2060000000		

08	SECURED PARTY /	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
09	LIEN CLAIMANT	1700 LINCOLN STREET, 3RD FLOOR	CO 80203

COLLATERAL CLASSIFICATION						MOTOR VEHICLE		DATE OF MATURITY OR MATURITY DATE		NO FIXED	
CONSUMER						INCLUDED					
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER		X		X			
	y	x	x	x							

[illegible]

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING	BORDEN LADNER GERVALS LLP (C. CHIEN)	
17	AGENT	22 ADELAIDE STREET WEST	ON M5H 4E3
		---ADDRESS---	TORONTO

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED -

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRÉTÉS MOBILIÈRES

(cri1fv 05/2022)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5713)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142535.10

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANA
DA, INC.

FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782654445

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20220504 1123 1590 0807

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC.

ONTARIO CORPORATION NO.
WA 98101

ADDRESS 1617 SIXTH AVENUE

SEATTLE

02 DEBTOR
03 NAME

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA,
INC.

ONTARIO CORPORATION NO.
WA 98101

ADDRESS 1617 SIXTH AVENUE

SEATTLE

05 DEBTOR
06 NAME

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES

(e/fifv 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5714)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142535.10

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANA
DA, INC.

FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782654445

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220504 1123 1590 0807

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
INC. ONTARIO CORPORATION NO.

WA 98101

04 ADDRESS 1617 SIXTH AVENUE SEATTLE

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

07

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

MODEL

V.I.N.

YEAR MAKE

11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(e/f) 05/2022



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142535.10

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANA
DA, INC.

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782654445	20220504 1123 1590 0807		

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(enfile 05/2022)



REPORT : PSSR060
PAGE : 1
(5731)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142749.53

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA LEASING LP

FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142749.53 CONTAINS 1 PAGE(S), 0 FAMILY(LIES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crtfs 05/2022)



REPORT : PSSR060
PAGE : 1
(5732)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142820.05

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA HOLDINGS, LLC

FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142820.05 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIÈRES

(crjfs 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(5733)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142846.66

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : NORDSTROM CANADA HOLDINGS II, LLC

FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142846.66 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIÈRES

(enfile 05/2022)



REPORT : PSSR060
PAGE : 1
(5721)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142655.88

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC.

FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142655.88 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crt/s 05/2022)

CONTINUED... 2

RUN NUMBER : 055
 RUN DATE : 2023/02/24
 ID : 20230224142655.88
 PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE
 REPORT : PSSR060
 PAGE : 2
 (5722)

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC.
 FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	782654445
01	CAUTION FILING	PAGE 001 OF 3 TOTAL PAGES 3 MOTOR VEHICLE SCHEDULE 20220504 1123 1590 0807 P PPSA 10 REGISTRATION NUMBER UNDER PERIOD REGISTRATION PERIOD 10
02	DEBTOR NAME	DATE OF BIRTH
03	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME
04	ADDRESS	NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE ONTARIO CORPORATION NO. WA 98101
05	DEBTOR NAME	DATE OF BIRTH
06	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME
07	ADDRESS	NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE ONTARIO CORPORATION NO. WA 98101
08	SECURED PARTY / LIEN CLAIMANT	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER CO 80203
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE NO. FIXED
11	MOTOR VEHICLE	YEAR MAKE MODEL V.I.N.
12	GENERAL COLLATERAL DESCRIPTION	BORDEN LADNER GERVAIS LLP (C. CHIEN) 22 ADELAIDE STREET WEST TORONTO ON M5H 4E3
16	REGISTERING AGENT	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED...

CERTIFIED BY/CERTIFIÉS PAR

V. Quintanilla W.

REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(cr/fv 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5723)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142655.88

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC.

FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
782654445

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
002	002	3	20220504 1123 1590 0807			

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
	LES DETAILLANTS NORDSTROM CANADA, INC.		

02 DEBTOR

03 NAME

04 ADDRESS

1617 SIXTH AVENUE SEATTLE

ONTARIO CORPORATION NO. 98101

05 DEBTOR

06 NAME

07 ADDRESS

1617 SIXTH AVENUE SEATTLE

ONTARIO CORPORATION NO. 98101

08 SECURED PARTY /

09 LIEN CLAIMANT

ADDRESS

10 COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	DATE OF MATURITY OR	NO. FIXED MATURITY DATE

11 MOTOR

12 YEAR MAKE

13 MODEL

14 V.I.N.

15 GENERAL

16 COLLATERAL

17 DESCRIPTION

18 REGISTERING

19 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(e)1v 05/2022



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5724)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142655.88

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC.
FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782654445

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220504 1123 1590 0807

01
02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
04 ADDRESS 1617 SIXTH AVENUE INC. ONTARIO CORPORATION NO.
SEATTLE WA 98101

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(certifv 05/2022)



REPORT : PSSR060
PAGE : 5
(5725)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

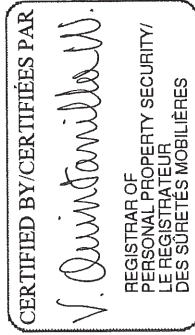
RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142655.88

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC.
FILE CURRENCY : 23FEB 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782654445	20220504 1123 1590 0807		

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



REPORT : PSSR060
PAGE : 1
(5726)

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142719.92

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETA
IL, INC.

FILE CURRENCY : 23FEB 2023

ENQUIRY NUMBER 20230224142719.92 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(eff. 05/2022)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(5728)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142719.92

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETA
IL, INC.

FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
782654445

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	3		20220504 1123 1590 0807		

00

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS
		LES DETAILLANTS NORDSTROM CANADA, INC.			

01

		1617 SIXTH AVENUE		SEATTLE	ONTARIO CORPORATION NO. WA 98101
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09

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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
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10

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16

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17

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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(5729)

RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142719.92

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, IL, INC.

FILE CURRENCY : 23FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
782654445

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20220504 1123 1590 0807

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
04 ADDRESS ADDRESS 1617 SIXTH AVENUE SEATTLE ONTARIO CORPORATION NO. WA 98101

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS ADDRESS

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE NO. FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(certifv 05/2022)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

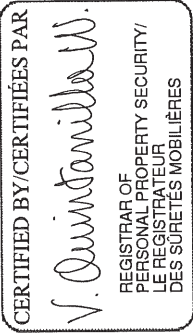
RUN NUMBER : 055
RUN DATE : 2023/02/24
ID : 20230224142719.92

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETA
IL, INC.

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
782654445	20220504 1123 1590 0807		

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



Search ID #: Z15883297

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393883-135459

Search ID #: Z15883297

Date of Search: 2023-Feb-24

Time of Search: 12:20:07

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883297

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC.

Search ID #: Z15883297

Date of Search: 2023-Feb-24

Time of Search: 12:20:07

Registration Number: 07012624032

Registration Date: 2007-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

11122806375	Renewal	2011-Dec-28
16122808055	Renewal	2016-Dec-28
21122800321	Renewal	2021-Dec-28

Debtor(s)**Block****Status**

Current

1 NORDSTROM CONTRACTING LTD.
3020 MORLEY TRAIL NW
CALGARY, AB T2M 4H2

Secured Party / Parties**Block****Status**

Current

1 THE BANK OF NOVA SCOTIA-WESTERN DOCUMENT CENTRE
2850 SUNRIDGE BLVD. N.E.
CALGARY, AB T1Y 6G2

Collateral: General**Block****Description****Status**

1	ALL THE DEBTORS PRESENT PERSONAL PROPERTY AND PERSONAL	Current
2	PROPERTY ACQUIRED IN THE FUTURE, INCLUDING INVENTORY,	Current
3	FURNITURE, FIXTURES, OFFICE EQUIPMENT, INDUSTRIAL EQUIPMENT,	Current
4	MACHINERY, PLANT, TOOLS, VEHICLES, INTANGIBLE PERSONAL	Current
5	PROPERTY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS,	Current

Search ID #: Z15883297

6	CHATTEL PAPER, MONEY AND ACCOUNTS RECEIVABLE. ALL THE	Current
7	DEBTORS RECORDS RELATING TO THE BUSINESS AND THE PROPERTY	Current
8	THAT IS SECURED. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED	Current
9	PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z15883297

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC.

Search ID #: Z15883297

Date of Search: 2023-Feb-24

Time of Search: 12:20:07

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Exact Match on: Debtor No: 2

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 4

Debtor(s)**Block****Status**

Current

1 NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

2 NORDSTROM CANADA RETAIL, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

3 LES DETAILLANTS NORDSTROM CANADA, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

4 NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

5 LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Search ID #: Z15883297

Secured Party / Parties

Block

Status

Current

1 WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
1700 LINCOLN STREET, 3RD FLOOR
DENVER, CO 80203
Email: wlscuit@wellsfargo.com

Collateral: General

Block

Description

Status

Current

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED
BY THE DEBTOR.

Particulars

Block

Additional Information

Status

Current

1 THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND
IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.

Result Complete

Search ID #: Z15883302

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393885-135461

Search ID #: Z15883302

Date of Search: 2023-Feb-24

Time of Search: 12:20:38

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883302

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.

Search ID #: Z15883302

Date of Search: 2023-Feb-24

Time of Search: 12:20:38

Registration Number: 07012624032

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Jan-26

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

11122806375	Renewal	2011-Dec-28
16122808055	Renewal	2016-Dec-28
21122800321	Renewal	2021-Dec-28

Debtor(s)

Block

Status

Current

1 NORDSTROM CONTRACTING LTD.
3020 MORLEY TRAIL NW
CALGARY, AB T2M 4H2

Secured Party / Parties

Block

Status

Current

1 THE BANK OF NOVA SCOTIA-WESTERN DOCUMENT CENTRE
2850 SUNRIDGE BLVD. N.E.
CALGARY, AB T1Y 6G2

Collateral: General

Block

Description

Status

1	ALL THE DEBTORS PRESENT PERSONAL PROPERTY AND PERSONAL	Current
2	PROPERTY ACQUIRED IN THE FUTURE, INCLUDING INVENTORY,	Current
3	FURNITURE, FIXTURES, OFFICE EQUIPMENT, INDUSTRIAL EQUIPMENT,	Current
4	MACHINERY, PLANT, TOOLS, VEHICLES, INTANGIBLE PERSONAL	Current
5	PROPERTY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS,	Current

Search ID #: Z15883302

6	CHATTEL PAPER, MONEY AND ACCOUNTS RECEIVABLE. ALL THE	Current
7	DEBTORS RECORDS RELATING TO THE BUSINESS AND THE PROPERTY	Current
8	THAT IS SECURED. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED	Current
9	PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z15883302

Business Debtor Search For:

NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.

Search ID #: Z15883302

Date of Search: 2023-Feb-24

Time of Search: 12:20:38

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Exact Match on: Debtor No: 4

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block

Status

Current

1 NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

2 NORDSTROM CANADA RETAIL, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

3 LES DETAILLANTS NORDSTROM CANADA, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

4 NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

5 LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Search ID #: Z15883302

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203 Email: wlscuit@wellsfargo.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	Current

Result Complete

Search ID #: Z15883300

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393884-135460

Search ID #: Z15883300

Date of Search: 2023-Feb-24

Time of Search: 12:20:23

Business Debtor Search For:

LES DETAILLANTS NORDSTROM CANADA, INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883300

Business Debtor Search For:

LES DETAILLANTS NORDSTROM CANADA, INC.

Search ID #: Z15883300

Date of Search: 2023-Feb-24

Time of Search: 12:20:23

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Exact Match on: Debtor No: 3

Inexact Match on: Debtor No: 5

Debtor(s)

<u>Block</u>		<u>Status</u>
1	NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM 1617 SIXTH AVENUE SEATTLE, WA 98101	Current
<u>Block</u>		<u>Status</u>
2	NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101	Current
<u>Block</u>		<u>Status</u>
3	LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101	Current
<u>Block</u>		<u>Status</u>
4	NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101	Current
<u>Block</u>		<u>Status</u>
5	LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101	Current

Search ID #: Z15883300

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203 Email: wlscuit@wellsfargo.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	Current

Result Complete

Search ID #: Z15883308

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393886-135462

Search ID #: Z15883308

Date of Search: 2023-Feb-24

Time of Search: 12:20:59

Business Debtor Search For:

LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883308

Business Debtor Search For:

LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC.

Search ID #: Z15883308

Date of Search: 2023-Feb-24

Time of Search: 12:20:59

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Exact Match on: Debtor No: 5

Inexact Match on: Debtor No: 3

Debtor(s)

Block

Status

Current

1 NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

2 NORDSTROM CANADA RETAIL, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

3 LES DETAILLANTS NORDSTROM CANADA, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

4 NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block

Status

Current

5 LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Search ID #: Z15883308

Secured Party / Parties

Block

Status

Current

1 WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
1700 LINCOLN STREET, 3RD FLOOR
DENVER, CO 80203
Email: wlscuit@wellsfargo.com

Collateral: General

Block

Description

Status

Current

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED
BY THE DEBTOR.

Particulars

Block

Additional Information

Status

Current

1 THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND
IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.

Result Complete

Search ID #: Z15883299

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393888-135464

Search ID #: Z15883299

Date of Search: 2023-Feb-24

Time of Search: 12:20:09

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS, LLC

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883299

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS, LLC

Search ID #: Z15883299

Date of Search: 2023-Feb-24

Time of Search: 12:20:09

Registration Number: 07012624032

Registration Date: 2007-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

11122806375	Renewal	2011-Dec-28
16122808055	Renewal	2016-Dec-28
21122800321	Renewal	2021-Dec-28

Debtor(s)**Block****Status**

Current

1 NORDSTROM CONTRACTING LTD.
3020 MORLEY TRAIL NW
CALGARY, AB T2M 4H2

Secured Party / Parties**Block****Status**

Current

1 THE BANK OF NOVA SCOTIA-WESTERN DOCUMENT CENTRE
2850 SUNRIDGE BLVD. N.E.
CALGARY, AB T1Y 6G2

Collateral: General**Block****Description****Status**

1	ALL THE DEBTORS PRESENT PERSONAL PROPERTY AND PERSONAL	Current
2	PROPERTY ACQUIRED IN THE FUTURE, INCLUDING INVENTORY,	Current
3	FURNITURE, FIXTURES, OFFICE EQUIPMENT, INDUSTRIAL EQUIPMENT,	Current
4	MACHINERY, PLANT, TOOLS, VEHICLES, INTANGIBLE PERSONAL	Current
5	PROPERTY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS,	Current

Search ID #: Z15883299

6	CHATTEL PAPER, MONEY AND ACCOUNTS RECEIVABLE. ALL THE	Current
7	DEBTORS RECORDS RELATING TO THE BUSINESS AND THE PROPERTY	Current
8	THAT IS SECURED. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED	Current
9	PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z15883299

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS, LLC

Search ID #: Z15883299

Date of Search: 2023-Feb-24

Time of Search: 12:20:09

Registration Number: 22050437646

Registration Date: 2022-May-04

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 4

Debtor(s)**Block****Status**

Current

1 NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

2 NORDSTROM CANADA RETAIL, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

3 LES DETAILLANTS NORDSTROM CANADA, INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

4 NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Block**Status**

Current

5 LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL,
INC.
1617 SIXTH AVENUE
SEATTLE, WA 98101

Search ID #: Z15883299

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203 Email: wlscuit@wellsfargo.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	Current

Result Complete

Search ID #: Z15883301

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393889-135465

Search ID #: Z15883301

Date of Search: 2023-Feb-24

Time of Search: 12:20:26

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS II, LLC

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883301

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS II, LLC

Search ID #: Z15883301

Date of Search: 2023-Feb-24

Time of Search: 12:20:26

Registration Number: 07012624032

Registration Date: 2007-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

11122806375	Renewal	2011-Dec-28
16122808055	Renewal	2016-Dec-28
21122800321	Renewal	2021-Dec-28

Debtor(s)**Block****Status**

Current

1 NORDSTROM CONTRACTING LTD.
3020 MORLEY TRAIL NW
CALGARY, AB T2M 4H2

Secured Party / Parties**Block****Status**

Current

1 THE BANK OF NOVA SCOTIA-WESTERN DOCUMENT CENTRE
2850 SUNRIDGE BLVD. N.E.
CALGARY, AB T1Y 6G2

Collateral: General**Block****Description****Status**

1	ALL THE DEBTORS PRESENT PERSONAL PROPERTY AND PERSONAL	Current
2	PROPERTY ACQUIRED IN THE FUTURE, INCLUDING INVENTORY,	Current
3	FURNITURE, FIXTURES, OFFICE EQUIPMENT, INDUSTRIAL EQUIPMENT,	Current
4	MACHINERY, PLANT, TOOLS, VEHICLES, INTANGIBLE PERSONAL	Current
5	PROPERTY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS,	Current

Search ID #: Z15883301

6	CHATTEL PAPER, MONEY AND ACCOUNTS RECEIVABLE. ALL THE	Current
7	DEBTORS RECORDS RELATING TO THE BUSINESS AND THE PROPERTY	Current
8	THAT IS SECURED. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED	Current
9	PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z15883301

Business Debtor Search For:

NORDSTROM CANADA HOLDINGS II, LLC

Search ID #: Z15883301

Date of Search: 2023-Feb-24

Time of Search: 12:20:26

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 4

Debtor(s)**Block****Status**

Current

1	NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM 1617 SIXTH AVENUE SEATTLE, WA 98101
---	---

Block**Status**

Current

2	NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	---

Block**Status**

Current

3	LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Block**Status**

Current

4	NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Block**Status**

Current

5	LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Search ID #: Z15883301

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203 Email: wlscuit@wellsfargo.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	Current

Result Complete

Search ID #: Z15883309

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04393887-135463

Search ID #: Z15883309

Date of Search: 2023-Feb-24

Time of Search: 12:21:14

Business Debtor Search For:

NORDSTROM CANADA LEASING LP

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15883309

Business Debtor Search For:

NORDSTROM CANADA LEASING LP

Search ID #: Z15883309

Date of Search: 2023-Feb-24

Time of Search: 12:21:14

Registration Number: 07012624032

Registration Date: 2007-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Amendments to Registration

11122806375	Renewal	2011-Dec-28
16122808055	Renewal	2016-Dec-28
21122800321	Renewal	2021-Dec-28

Debtor(s)**Block****Status**

Current

1 NORDSTROM CONTRACTING LTD.
3020 MORLEY TRAIL NW
CALGARY, AB T2M 4H2

Secured Party / Parties**Block****Status**

Current

1 THE BANK OF NOVA SCOTIA-WESTERN DOCUMENT CENTRE
2850 SUNRIDGE BLVD. N.E.
CALGARY, AB T1Y 6G2

Collateral: General**Block****Description****Status**

1	ALL THE DEBTORS PRESENT PERSONAL PROPERTY AND PERSONAL	Current
2	PROPERTY ACQUIRED IN THE FUTURE, INCLUDING INVENTORY,	Current
3	FURNITURE, FIXTURES, OFFICE EQUIPMENT, INDUSTRIAL EQUIPMENT,	Current
4	MACHINERY, PLANT, TOOLS, VEHICLES, INTANGIBLE PERSONAL	Current
5	PROPERTY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS,	Current

Search ID #: Z15883309

6	CHATTEL PAPER, MONEY AND ACCOUNTS RECEIVABLE. ALL THE	Current
7	DEBTORS RECORDS RELATING TO THE BUSINESS AND THE PROPERTY	Current
8	THAT IS SECURED. PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED	Current
9	PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z15883309

Business Debtor Search For:

NORDSTROM CANADA LEASING LP

Search ID #: Z15883309

Date of Search: 2023-Feb-24

Time of Search: 12:21:14

Registration Number: 22050437646

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-04

Registration Status: Current

Expiry Date: 2032-May-04 23:59:59

Inexact Match on:	Debtor	No: 1
Inexact Match on:	Debtor	No: 2
Inexact Match on:	Debtor	No: 4

Debtor(s)**Block****Status**

Current

1	NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM 1617 SIXTH AVENUE SEATTLE, WA 98101
---	---

Block**Status**

Current

2	NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	---

Block**Status**

Current

3	LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Block**Status**

Current

4	NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Block**Status**

Current

5	LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. 1617 SIXTH AVENUE SEATTLE, WA 98101
---	--

Search ID #: Z15883309

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203 Email: wlscuit@wellsfargo.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE FULL NAME OF DEBTOR 1 ABOVE IS NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	Current

Result Complete

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "NORDSTROM CANADA RETAIL, INC."

Search Date and Time: February 24, 2023 at 11:20:01 am Pacific time
Account Name: Not available.

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9 Matches in 7 Registrations in Report

Exact Matches: 7 (*)

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	Base Registration	Base Registration Date	Debtor Name	Page
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2	900275K	July 17, 2018	* NORDSTROM CANADA RETAIL, INC.	5
3	912326K	July 23, 2018	* NORDSTROM CANADA RETAIL, INC.	7
4	761751L	September 12, 2019	* NORDSTROM CANADA RETAIL, INC.	9
5	761753L	September 12, 2019	* NORDSTROM CANADA RETAIL, INC.	11
6	233685N	September 10, 2021	* NORDSTROM CANADA RETAIL, INC.	13
7	708675N	May 4, 2022	* NORDSTROM CANADA RETAIL, INC. NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.	15

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 488883J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 19, 2016 at 3:38:45 pm Pacific time
Current Expiry Date and Time:	August 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

300, 109 ATLANTIC AVE
TORONTO ON
M6K 1X4 Canada

Debtor Information

NORDSTROM CANADA RETAIL INC.

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	MERCEDES-BENZ / SPRINTER 2500	WDZBE8DD2GP259306

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**SECUREFACT TRANSACTION
SERVICES INC.**

Address

445 KING STREET WEST,SUITE 400
TORONTO ON
M5V 1K4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: July 27, 2021 at 1:45:59 pm Pacific time
Registration Number: 138564N
Registration Life: 5 Years
New Expiration Date and Time: August 19, 2026 at 11:59:59 pm Pacific time

Registering Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT, SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 900275K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 17, 2018 at 12:14:14 pm Pacific time
Current Expiry Date and Time:	July 17, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW6JJ234489

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 912326K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2018 at 1:12:04 pm Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW2JJ222856

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761751L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:43:33 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information

EMKAY CANADA LEASING
CORPORATION

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 CanadaEMKAY CANADA LEASING
CORPORATION

Address

320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada

Debtor Information

NORDSTROM CANADA RETAIL,
INC.

Address

PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CHEVROLET / TRAVERSE LT	1GNEVHKW7LJ110265

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761753L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:44:23 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**909-17TH AVENUE S.W. SUITE 320
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	CHEVROLET / TRAVERSE LT	1GNEVHKWXKJ242774

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 233685N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 10, 2021 at 10:06:39 am Pacific time
Current Expiry Date and Time:	September 10, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information

GOLDEN GOOSE S.P.A.

Address

VIA PRIVATA ERCOLE MARELLI 10
MILAN
20139 Italy

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

BOX 10424, 1300 777 DUNSMUIR
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL GOODS DELIVERED BY SECURED PARTY TO DEBTOR ON CONSIGNMENT PURSUANT TO THAT CERTAIN MARKETPLACE SERVICES AGREEMENT, DATED 8/12/2021, BETWEEN SECURED PARTY AND DEBTOR TOGETHER WITH ALL SUBSTITUTION, ADDITIONS, AND REPLACEMENTS, ALL OF EVERY KIND AND DESCRIPTION PREVIOUSLY, OR HEREINAFTER DELIVERED ON CONSIGNMENT BY SECURED PARTY ,TO OR FOR THE ACCOUNT OF DEBTOR AT ANY LOCATION OF SECURED PARTY. TITLE TO THE COLLATERAL CONSIGNED GOODS SHALL BE AND REMAIN AT ALL TIMES IN SECURED PARTY.

Original Registering Party

CINOTTI LLP

Address

11 BROADWAY, SUITE 368
NEW YORK NY
10004 United States of America



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:01 am Pacific time)

Secured Party Information

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



Business Debtor - "NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC."

Search Date and Time: February 24, 2023 at 11:20:24 am Pacific time

Account Name: Not available.

TABLE OF CONTENTS

9 Matches in 7 Registrations in Report

Exact Matches: 1 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	488883J	August 19, 2016	NORDSTROM CANADA RETAIL INC.	2
2	900275K	July 17, 2018	NORDSTROM CANADA RETAIL, INC.	5
3	912326K	July 23, 2018	NORDSTROM CANADA RETAIL, INC.	7
4	761751L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	9
5	761753L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	11
6	233685N	September 10, 2021	NORDSTROM CANADA RETAIL, INC.	13
7	708675N	May 4, 2022	NORDSTROM CANADA RETAIL, INC.	15
			NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC.	
			* NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.	

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 488883J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 19, 2016 at 3:38:45 pm Pacific time
Current Expiry Date and Time:	August 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**300, 109 ATLANTIC AVE
TORONTO ON
M6K 1X4 Canada**Debtor Information****NORDSTROM CANADA RETAIL INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	MERCEDES-BENZ / SPRINTER 2500	WDZBE8DD2GP259306

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**SECUREFACT TRANSACTION
SERVICES INC.**

Address

445 KING STREET WEST,SUITE 400
TORONTO ON
M5V 1K4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: July 27, 2021 at 1:45:59 pm Pacific time
Registration Number: 138564N
Registration Life: 5 Years
New Expiration Date and Time: August 19, 2026 at 11:59:59 pm Pacific time

Registering Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT, SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 900275K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 17, 2018 at 12:14:14 pm Pacific time
Current Expiry Date and Time:	July 17, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW6JJ234489

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 912326K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2018 at 1:12:04 pm Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW2JJ222856

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761751L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:43:33 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CHEVROLET / TRAVERSE LT	1GNEVHKW7LJ110265

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761753L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:44:23 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**909-17TH AVENUE S.W. SUITE 320
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	CHEVROLET / TRAVERSE LT	1GNEVHKWXKJ242774

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 233685N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 10, 2021 at 10:06:39 am Pacific time
Current Expiry Date and Time:	September 10, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information**GOLDEN GOOSE S.P.A.****Address**VIA PRIVATA ERCOLE MARELLI 10
MILAN
20139 Italy**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**BOX 10424, 1300 777 DUNSMUIR
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

ALL GOODS DELIVERED BY SECURED PARTY TO DEBTOR ON CONSIGNMENT PURSUANT TO THAT CERTAIN MARKETPLACE SERVICES AGREEMENT, DATED 8/12/2021, BETWEEN SECURED PARTY AND DEBTOR TOGETHER WITH ALL SUBSTITUTION, ADDITIONS, AND REPLACEMENTS, ALL OF EVERY KIND AND DESCRIPTION PREVIOUSLY, OR HEREINAFTER DELIVERED ON CONSIGNMENT BY SECURED PARTY ,TO OR FOR THE ACCOUNT OF DEBTOR AT ANY LOCATION OF SECURED PARTY. TITLE TO THE COLLATERAL CONSIGNED GOODS SHALL BE AND REMAIN AT ALL TIMES IN SECURED PARTY.

Original Registering Party

CINOTTI LLP

Address

11 BROADWAY, SUITE 368
NEW YORK NY
10004 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:24 am Pacific time)

Secured Party Information**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America**WELLS FARGO BANK, NATIONAL
ASSOCIATION****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral**Base Registration General Collateral:**

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "LES DETAILLANTS NORDSTROM CANADA, INC."

Search Date and Time: February 24, 2023 at 11:20:15 am Pacific time
Account Name: Not available.

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1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	708675N	May 4, 2022	* LES DETAILLANTS NORDSTROM CANADA, INC. LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC.	2

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:20:15 am Pacific time)

Secured Party Information**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America**WELLS FARGO BANK, NATIONAL
ASSOCIATION****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



**Business Debtor - "LES DETAILLANTS NORDSTROM CANADA, INC.
NORDSTROM CANADA RETAIL, INC."**

Search Date and Time: February 24, 2023 at 11:21:01 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (*)

Total Search Report Pages: 4

	Base Registration	Base Registration Date	Debtor Name	Page
1	708675N	May 4, 2022	LES DETAILLANTS NORDSTROM CANADA, INC. * LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC.	2

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:01 am Pacific time)

Secured Party Information

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "NORDSTROM CANADA HOLDINGS, LLC"

Search Date and Time: February 24, 2023 at 11:22:01 am Pacific time
Account Name: Not available.

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9 Matches in 7 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	488883J	August 19, 2016	NORDSTROM CANADA RETAIL INC.	2
2	900275K	July 17, 2018	NORDSTROM CANADA RETAIL, INC.	5
3	912326K	July 23, 2018	NORDSTROM CANADA RETAIL, INC.	7
4	761751L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	9
5	761753L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	11
6	233685N	September 10, 2021	NORDSTROM CANADA RETAIL, INC.	13
7	708675N	May 4, 2022	NORDSTROM CANADA RETAIL, INC. NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.	15

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 488883J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 19, 2016 at 3:38:45 pm Pacific time
Current Expiry Date and Time:	August 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**300, 109 ATLANTIC AVE
TORONTO ON
M6K 1X4 Canada**Debtor Information****NORDSTROM CANADA RETAIL INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	MERCEDES-BENZ / SPRINTER 2500	WDZBE8DD2GP259306

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**SECUREFACT TRANSACTION
SERVICES INC.**

Address

445 KING STREET WEST,SUITE 400
TORONTO ON
M5V 1K4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: July 27, 2021 at 1:45:59 pm Pacific time
Registration Number: 138564N
Registration Life: 5 Years
New Expiration Date and Time: August 19, 2026 at 11:59:59 pm Pacific time

Registering Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT, SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 900275K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 17, 2018 at 12:14:14 pm Pacific time
Current Expiry Date and Time:	July 17, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW6JJ234489

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 912326K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2018 at 1:12:04 pm Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW2JJ222856

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761751L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:43:33 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CHEVROLET / TRAVERSE LT	1GNEVHKW7LJ110265

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761753L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:44:23 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**909-17TH AVENUE S.W. SUITE 320
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	CHEVROLET / TRAVERSE LT	1GNEVHKWXKJ242774

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 233685N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 10, 2021 at 10:06:39 am Pacific time
Current Expiry Date and Time:	September 10, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**GOLDEN GOOSE S.P.A.****Address**VIA PRIVATA ERCOLE MARELLI 10
MILAN
20139 Italy**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**BOX 10424, 1300 777 DUNSMUIR
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

None

General Collateral

Base Registration General Collateral:

ALL GOODS DELIVERED BY SECURED PARTY TO DEBTOR ON CONSIGNMENT PURSUANT TO THAT CERTAIN MARKETPLACE SERVICES AGREEMENT, DATED 8/12/2021, BETWEEN SECURED PARTY AND DEBTOR TOGETHER WITH ALL SUBSTITUTION, ADDITIONS, AND REPLACEMENTS, ALL OF EVERY KIND AND DESCRIPTION PREVIOUSLY, OR HEREINAFTER DELIVERED ON CONSIGNMENT BY SECURED PARTY ,TO OR FOR THE ACCOUNT OF DEBTOR AT ANY LOCATION OF SECURED PARTY. TITLE TO THE COLLATERAL CONSIGNED GOODS SHALL BE AND REMAIN AT ALL TIMES IN SECURED PARTY.

Original Registering Party

CINOTTI LLP

Address

11 BROADWAY, SUITE 368
NEW YORK NY
10004 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:01 am Pacific time)

Secured Party Information**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America**WELLS FARGO BANK, NATIONAL
ASSOCIATION****Address**1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



Business Debtor - "NORDSTROM CANADA HOLDINGS II, LLC"

Search Date and Time: February 24, 2023 at 11:22:14 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

9 Matches in 7 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	488883J	August 19, 2016	NORDSTROM CANADA RETAIL INC.	2
2	900275K	July 17, 2018	NORDSTROM CANADA RETAIL, INC.	5
3	912326K	July 23, 2018	NORDSTROM CANADA RETAIL, INC.	7
4	761751L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	9
5	761753L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	11
6	233685N	September 10, 2021	NORDSTROM CANADA RETAIL, INC.	13
7	708675N	May 4, 2022	NORDSTROM CANADA RETAIL, INC. NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.	15

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 488883J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 19, 2016 at 3:38:45 pm Pacific time
Current Expiry Date and Time:	August 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

300, 109 ATLANTIC AVE
TORONTO ON
M6K 1X4 Canada

Debtor Information

NORDSTROM CANADA RETAIL INC.

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	MERCEDES-BENZ / SPRINTER 2500	WDZBE8DD2GP259306

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**SECUREFACT TRANSACTION
SERVICES INC.**

Address

445 KING STREET WEST,SUITE 400
TORONTO ON
M5V 1K4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: July 27, 2021 at 1:45:59 pm Pacific time
Registration Number: 138564N
Registration Life: 5 Years
New Expiration Date and Time: August 19, 2026 at 11:59:59 pm Pacific time

Registering Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT, SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 900275K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 17, 2018 at 12:14:14 pm Pacific time
Current Expiry Date and Time:	July 17, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW6JJ234489

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 912326K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2018 at 1:12:04 pm Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW2JJ222856

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761751L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:43:33 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CHEVROLET / TRAVERSE LT	1GNEVHKW7LJ110265

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761753L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:44:23 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**909-17TH AVENUE S.W. SUITE 320
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	CHEVROLET / TRAVERSE LT	1GNEVHKWXKJ242774

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 233685N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 10, 2021 at 10:06:39 am Pacific time
Current Expiry Date and Time:	September 10, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information

GOLDEN GOOSE S.P.A.

Address

VIA PRIVATA ERCOLE MARELLI 10
MILAN
20139 Italy

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

BOX 10424, 1300 777 DUNSMUIR
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL GOODS DELIVERED BY SECURED PARTY TO DEBTOR ON CONSIGNMENT PURSUANT TO THAT CERTAIN MARKETPLACE SERVICES AGREEMENT, DATED 8/12/2021, BETWEEN SECURED PARTY AND DEBTOR TOGETHER WITH ALL SUBSTITUTION, ADDITIONS, AND REPLACEMENTS, ALL OF EVERY KIND AND DESCRIPTION PREVIOUSLY, OR HEREINAFTER DELIVERED ON CONSIGNMENT BY SECURED PARTY ,TO OR FOR THE ACCOUNT OF DEBTOR AT ANY LOCATION OF SECURED PARTY. TITLE TO THE COLLATERAL CONSIGNED GOODS SHALL BE AND REMAIN AT ALL TIMES IN SECURED PARTY.

Original Registering Party

CINOTTI LLP

Address

11 BROADWAY, SUITE 368
NEW YORK NY
10004 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:22:14 am Pacific time)

Secured Party Information

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



Business Debtor - "NORDSTROM CANADA LEASING LP"

Search Date and Time: February 24, 2023 at 11:21:13 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

9 Matches in 7 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 17

	Base Registration	Base Registration Date	Debtor Name	Page
1	488883J	August 19, 2016	NORDSTROM CANADA RETAIL INC.	2
2	900275K	July 17, 2018	NORDSTROM CANADA RETAIL, INC.	5
3	912326K	July 23, 2018	NORDSTROM CANADA RETAIL, INC.	7
4	761751L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	9
5	761753L	September 12, 2019	NORDSTROM CANADA RETAIL, INC.	11
6	233685N	September 10, 2021	NORDSTROM CANADA RETAIL, INC.	13
7	708675N	May 4, 2022	NORDSTROM CANADA RETAIL, INC. NORDSTROM CANADA RETAIL, INC. AND IN ITS FRENCH LANGUAGE FORM LES DETAILLANTS NORDSTROM CANADA, INC. NORDSTROM CANADA RETAIL, INC. LES DETAILLANTS NORDSTROM CANADA, INC.	15

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 488883J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 19, 2016 at 3:38:45 pm Pacific time
Current Expiry Date and Time:	August 19, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**300, 109 ATLANTIC AVE
TORONTO ON
M6K 1X4 Canada**Debtor Information****NORDSTROM CANADA RETAIL INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2016	MERCEDES-BENZ / SPRINTER 2500	WDZBE8DD2GP259306

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**SECUREFACT TRANSACTION
SERVICES INC.**

Address

445 KING STREET WEST,SUITE 400
TORONTO ON
M5V 1K4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: July 27, 2021 at 1:45:59 pm Pacific time
Registration Number: 138564N
Registration Life: 5 Years
New Expiration Date and Time: August 19, 2026 at 11:59:59 pm Pacific time

Registering Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT, SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 900275K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 17, 2018 at 12:14:14 pm Pacific time
Current Expiry Date and Time:	July 17, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW6JJ234489

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 912326K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 23, 2018 at 1:12:04 pm Pacific time
Current Expiry Date and Time:	July 23, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**1300-777 DUNSMUIR STREET
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2018	CHEVROLET / TRAVERSE LT	1GNEVHKW2JJ222856

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

909 - 17TH AVENUE SW SUITE 320
CALGARY AB
T2T 0A4 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761751L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:43:33 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**320, 909-17TH AVENUE S.W.
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2020	CHEVROLET / TRAVERSE LT	1GNEVHKW7LJ110265

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 761753L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 12, 2019 at 1:44:23 pm Pacific time
Current Expiry Date and Time:	September 12, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information**EMKAY CANADA LEASING
CORPORATION****Address**55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada**EMKAY CANADA LEASING
CORPORATION****Address**909-17TH AVENUE S.W. SUITE 320
CALGARY AB
T2T 0A4 Canada**Debtor Information****NORDSTROM CANADA RETAIL,
INC.****Address**PACIFIC CENTRE
VANCOUVER BC
V7Y 1K2 Canada**Vehicle Collateral**

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2019	CHEVROLET / TRAVERSE LT	1GNEVHKWXKJ242774

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

None.

Original Registering Party

**EMKAY CANADA LEASING
CORPORATION**

Address

55 STANDISH COURT SUITE 440
MISSISSAUGA ON
L5R 4B2 Canada



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 233685N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 10, 2021 at 10:06:39 am Pacific time
Current Expiry Date and Time:	September 10, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information

GOLDEN GOOSE S.P.A.

Address

VIA PRIVATA ERCOLE MARELLI 10
MILAN
20139 Italy

Debtor Information

**NORDSTROM CANADA RETAIL,
INC.**

Address

BOX 10424, 1300 777 DUNSMUIR
VANCOUVER BC
V7Y 1K2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL GOODS DELIVERED BY SECURED PARTY TO DEBTOR ON CONSIGNMENT PURSUANT TO THAT CERTAIN MARKETPLACE SERVICES AGREEMENT, DATED 8/12/2021, BETWEEN SECURED PARTY AND DEBTOR TOGETHER WITH ALL SUBSTITUTION, ADDITIONS, AND REPLACEMENTS, ALL OF EVERY KIND AND DESCRIPTION PREVIOUSLY, OR HEREINAFTER DELIVERED ON CONSIGNMENT BY SECURED PARTY ,TO OR FOR THE ACCOUNT OF DEBTOR AT ANY LOCATION OF SECURED PARTY. TITLE TO THE COLLATERAL CONSIGNED GOODS SHALL BE AND REMAIN AT ALL TIMES IN SECURED PARTY.

Original Registering Party

CINOTTI LLP

Address

11 BROADWAY, SUITE 368
NEW YORK NY
10004 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 708675N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	May 4, 2022 at 2:57:52 pm Pacific time
Current Expiry Date and Time:	May 4, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 24, 2023 at 11:21:13 am Pacific time)

Secured Party Information

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS
ADMINISTRATIVE AGENT**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Address

1700 LINCOLN STREET, 3RD FLOOR
DENVER CO
80203 United States of America

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Debtor Information

**NORDSTROM CANADA RETAIL,
INC. AND IN ITS FRENCH
LANGUAGE FORM LES
DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**NORDSTROM CANADA RETAIL,
INC. LES DETAILLANTS
NORDSTROM CANADA, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

**LES DETAILLANTS NORDSTROM
CANADA, INC. NORDSTROM
CANADA RETAIL, INC.**

Address

1617 SIXTH AVENUE
SEATTLE WA
98101 United States of America

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (EXCEPT CAPITAL STOCK OF ANY SUBSIDIARY DIRECTLY OR INDIRECTLY OWNED BY THE DEBTOR), INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT)

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

**BORDEN LADNER GERVAIS LLP (C.
CHIEN)**

Address

22 ADELAIDE STREET WEST
TORONTO ON
M5H 4E3 Canada



This is Exhibit “Q” referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read 'H Davis', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF NORDSTROM CANADA RETAIL, INC.,
NORDSTROM CANADA HOLDINGS, LLC and NORDSTROM
CANADA HOLDINGS II, LLC

CONSENT TO ACT AS MONITOR

ALVAREZ & MARSAL CANADA INC. hereby consents to act as the Monitor of Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holdings II, LLC and Nordstrom Canada Leasing LP under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended, in respect of these proceedings.

DATED as of March 2, 2023.

ALVAREZ & MARSAL CANADA INC.

By:  _____

Name: Alan J. Hutchens

Title: Senior Vice-President

This is Exhibit "R" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read "H Davis", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

	Weeks Ending												
	Week 1 Mar 4	Week 2 Mar 11	Week 3 Mar 18	Week 4 Mar 25	Week 5 Apr 1	Week 6 Apr 8	Week 7 Apr 15	Week 8 Apr 22	Week 9 Apr 29	Week 10 May 6	Week 11 May 13	Week 12 May 20	Week 13 May 27
Notes													
[1]	6,767	6,767	6,767	12,626	12,153	11,720	12,048	12,365	11,211	8,886	7,493	3,655	2,338
[2]	4,450	-	4,450	-	4,450	-	3,950	201	3,829	201	3,994	470	3,118
[3]	1,061	1,061	534	739	1,984	2,484	1,984	266	641	1,952	232	1,363	213
[4]	-	-	-	-	1,800	-	-	-	2,630	-	-	-	3,961
[5]	2,449	1,707	1,457	1,362	457	434	237	95	95	71	71	47	47
[6]	-	1,901	-	1,805	-	838	-	503	-	503	-	503	-
[7]	-	-	-	-	-	2,300	-	-	-	1,600	-	-	-
[8]	-	-	-	848	-	-	-	-	-	-	-	-	1,875
	7,961	4,670	6,441	4,754	8,691	6,055	6,170	1,065	7,195	4,326	4,298	2,383	9,215
	(1,194)	2,097	326	7,872	3,463	5,666	5,877	11,300	4,016	4,559	3,195	1,272	(6,877)
	35,959	34,765	36,862	37,188	45,060	48,523	54,188	60,066	71,366	75,382	79,941	83,137	84,409
	(1,194)	2,097	326	7,872	3,463	5,666	5,877	11,300	4,016	4,559	3,195	1,272	(6,877)
	34,765	36,862	37,188	45,060	48,523	54,188	60,066	71,366	75,382	79,941	83,137	84,409	77,532

Nordstrom Canada Entities
13-Week Cash Flow Forecast
Notes and Summary of Assumptions

Disclaimer

In preparing this cash flow forecast (the “Forecast”), the Nordstrom Canada Entities have relied upon unaudited financial information and have not attempted to further verify the accuracy or completeness of such information. The Forecast includes assumptions described below with respect to the requirements and impact of a filing under the Companies’ Creditors Arrangement Act (“CCAA”). Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

The Forecast is presented in thousands of Canadian dollars.

1) Sales Receipts

Includes receipts from the sale of goods through Nordstrom Canada’s stores, with the Canadian e-commerce platform being closed on the day of the CCAA filing. Store closing sales are forecast to commence on March 20, 2023 subject to Court approval of the required agreement and guidelines. Sales include HST/GST and are net of anticipated returns and gift-card and Nordstrom Notes redemptions during the wind-down period. Assumptions to be updated based on input from the sales agent, once selected and agreement is finalized.

2) Salaries and Benefits

Includes payroll, benefits (including RRSP matching contributions) and taxes for all employees of the Nordstrom Canada Entities. Payroll estimates have been adjusted to reflect forecast store closures and includes approximately \$520,000 during the week ending May 13, 2023 upon the forecast closure of Rack stores for the proposed KERP and will include approximately \$2,040,000 outside the Cash Flow Period. The disbursements for salaries and benefits excludes payments to employees for claims that will be funded by the Employee Trust.

3) Occupancy Costs

Occupancy costs include payments required to operate the stores during the wind-down period, including third-party rents, property taxes, utilities, security, cleaning, credit card processing and general supplies. March rent was paid prior to commencement of the CCAA proceedings. For April forward, monthly rent to third-party landlords, which will include property taxes, is forecast to be paid in equal instalments on the 1st and 15th of each month while the leases remain in effect.

4) Sales Tax Remittance

Includes payment of February HST and estimated net monthly amounts based on forecast sales and disbursements.

5) Logistics, Transportation and Customs

Includes payment to logistics and supply chain providers and customs brokers.

6) Professional Fees

Includes payments to the Applicants’ legal counsel, the Monitor, Monitor’s legal counsel, Employee Representative Counsel and counsel to the directors and officers of the Nordstrom Canada Entities.

7) Shared Service Payments - Intercompany

Disbursements represent payments to Nordstrom, Inc. for fees and costs pursuant to the Wind-Down Agreement, which are forecast to decrease in accordance with projected requirements as the Orderly Wind-Down advances. Such payments will be net of amounts owed from Nordstrom US to Nordstrom Canada for fees pursuant to the Wind-Down Agreement.

8) Liquidation Fees

Includes estimated fees payable to a liquidator. Assumptions to be updated based on input from the sales agent, once selected and agreement is finalized.

This is Exhibit "S" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read 'H Davis', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

Confidential Exhibit
KERP Summary for 37 Non-Store Personnel

Employee Name	Title	KERP Payment	Percentage of Base Salary
		\$24,633	20%
		\$2,859	5%
		\$19,519	15%
		\$14,870	15%
		\$3,224	5%
		\$4,168	5%
		\$4,205	5%
		\$9,525	10%
		\$7,644	10%
		\$23,225	20%
		\$3,493	5%
		\$25,875	15%
		\$16,500	15%
		\$3,952	5%
		\$13,838	10%
		\$4,940	5%
		\$10,394	10%
		\$25,482	20%
		\$19,350	15%
		\$6,953	10%
		\$18,087	15%
		\$38,496	25%
		\$2,600	5%
		\$2,860	5%
		\$42,625	25%
		\$4,205	5%
		\$4,325	5%
		\$39,810	15%
		\$19,031	15%
		\$26,250	15%
		\$5,250	5%
		\$10,500	10%
		\$23,246	20%
		\$3,676	5%
		\$16,301	15%
		\$14,250	15%
		\$15,375	15%

This is Exhibit "T" referred to in the Affidavit of Misti Heckel
sworn March 1, 2023.

A handwritten signature in blue ink, appearing to read "H Davis", is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

NORDSTROM, INC.

- and -

ALVAREZ & MARSAL CANADA INC.

**(in its capacity as Court appointed Monitor of Nordstrom Canada Retail, Inc. and certain
of its affiliated entities and not in its personal capacity (the “Monitor”))**

- and -

GALE RUBENSTEIN

TRUST AGREEMENT

Dated March 2, 2023

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TRUST AGREEMENT

THIS AGREEMENT dated the 2ND day of MARCH, 2023.

BETWEEN:

NORDSTROM, INC. (“Settlor”)

ALVAREZ & MARSAL CANADA INC. solely in its capacity as Court appointed Monitor of Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC and Nordstrom Canada Holdings II, LLC and the Administrator of the Nordstrom Canada Employee Trust, and not in its personal capacity (“Administrator”)

- and -

Gale Rubenstein (“Trustee”)

WHEREAS:

On March 2, 2023 (the “**Filing Date**”), **Nordstrom Canada Retail, Inc.**, a corporation organized under the Laws of British Columbia (“**Nordstrom Canada**”), Nordstrom Canada **Holdings, LLC** and Nordstrom Canada Holdings II, LLC commenced creditor protection proceedings before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA Proceedings**”) and the Court granted the Initial Order (as defined below), Nordstrom Canada Leasing LP (“**Canada Leasing LP**”) is not an applicant in the CCAA Proceedings but under the Initial Order, the stay of proceedings and other benefits of the Initial Order have been extended to Canada Leasing LP. Nordstrom Canada, Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Canada Leasing LP are collectively referred to herein as the “**Nordstrom Canada Entities**”.

In connection with the CCAA Proceedings, Alvarez & Marsal Canada Inc. was appointed as monitor (the “**Monitor**”).

- A. In connection with the CCAA Proceedings, the Nordstrom Canada Entities intend to wind down their operations and shall cease to carry on business (the “**Wind-down Process**”).
- B. Nordstrom Canada is the employer of approximately 2,333 employees (the “**Nordstrom Canada Employees**”), who will be impacted by the Wind-down Process.
- C. Under the Laws of Canada, the contractual, statutory and common law termination entitlements (if any) of the Nordstrom Canada Employees to be terminated without

cause and without sufficient notice or payment in lieu thereof in the CCAA Proceedings will constitute unsecured claims in the CCAA Proceedings, to be reviewed in consultation with the Monitor in accordance with a claims process once established in the CCAA Proceedings, and ultimately subject to compromise in any CCAA Plan.

- D. Under the termination provisions of various applicable provincial employment standards statutes, certain Nordstrom Canada Employees may be entitled to receive their Regular Wages (as hereinafter defined) for a Regular Work Week (as hereinafter defined) during their statutory notice period, even if their hours of work or compensation arrangements vary or are reduced during the Wind-down Process such that they do not earn such amounts through actual service.
- E. Nordstrom, Inc. is the indirect parent of Nordstrom Canada, incorporated under the Laws of the State of Washington.
- F. Nordstrom Canada and Nordstrom US with the support of the Monitor, desire to have Nordstrom Canada Employees treated in a fair and equitable manner in the CCAA Proceedings in order to assist with their transition to alternative employment.
- G. In order that the Eligible Employees (as defined below) have a measure of financial security during the Wind-down Process and the CCAA Proceedings and to diminish the financial hardship the Eligible Employees may suffer as a result thereof, the Settlor has agreed to provide certain financial support on a without prejudice basis through the creation of this Trust and subject to the limitations set forth in and in accordance with the terms and conditions of this Agreement. As a result, Eligible Employee Claims (as defined below) will be eligible for protection and satisfaction through this Trust.
- H. Nordstrom Canada with the support of the Monitor is also seeking the appointment of Ursel Phillips Fellows Hopkinson LLP as Representative Counsel of the Represented Employees (as hereinafter defined), with Susan Ursel acting as senior counsel (the “**Representative Counsel**”).
- I. Nordstrom Canada, Representative Counsel and the Monitor have each agreed to support the entry by the Settlor into this Agreement on and subject to the terms and conditions hereof.
- J. The Nordstrom Canada entities will be seeking as part of the initial relief, an order authorizing and approving the terms and conditions of this Agreement and authorizing the Nordstrom Canada Entities and Monitor to execute same.

NOW THEREFORE in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), it is agreed and declared as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Where used in this Agreement, including in the Recitals, the following terms shall have the following meanings:

“Administrator” means the Monitor solely in its capacity as Monitor acting as administrator hereunder and not in its personal capacity;

“Administrator Expenses” has the meaning ascribed to such term in Section 6.1(b);

“Administrator Fees” has the meaning ascribed to such term in Section 6.1(a);

“Administrator Payments” has the meaning ascribed to such term in Section 6.1(b);

“Agreement” means this Trust Agreement, as amended or supplemented from time to time pursuant to the terms hereof;

“Benefit Claims” means in respect of an Eligible Employee, the direct cost to Nordstrom Canada required to continue such Eligible Employee’s benefit coverage under a group insurance policy or plan providing for life, disability, prescription, dental, vision, or other medical or health benefits during any portion of the Notice Period during which such Eligible Employee has ceased to be actively employed;

“Beneficiary” means each: (i) active Nordstrom Canada Employee as of the Filing Date, who has not given notice of termination to, or received notice of termination from, Nordstrom Canada prior to the Filing Date and who is terminated without cause by Nordstrom Canada following the Filing Date; (ii) inactive Nordstrom Canada Employee on approved disability leave, statutory leave, or authorized personal and educational leave as of the Filing Date who has not given notice of termination to, or received notice of termination from, Nordstrom Canada prior to the Filing Date and who is terminated without cause by Nordstrom Canada following the Filing Date; and (iii) such other inactive Nordstrom Canada Employee on authorized leave of absence that Nordstrom Canada and the Monitor may expressly agree. For the avoidance of doubt, a Beneficiary shall not include any Nordstrom Canada Employee who voluntarily resigns and/or abandons his or her employment at any time prior to the effective date of the termination without cause by Nordstrom Canada, whether or not such individual has received notice of termination at the time of such resignation and/or abandonment;

“Business Day” means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Toronto, Ontario, Canada;

“CCAA Plan” means a plan of compromise or arrangement in respect of the Nordstrom Canada Entities pursuant to the CCAA;

“CCAA Proceedings” has the meaning ascribed to such term in the Recitals to this Agreement;

“Claim” means all and any claims, actions, suits, applications, litigation, charges, complaints, prosecutions, assessments, reassessments, investigations, inquiries, hearings and other proceedings, whether civil, criminal, administrative or otherwise;

“Claims Process” means the claims process to be approved by an order of the Court in the CCAA Proceedings governing the identification and quantification of certain claims against the Nordstrom Canada Entities and the directors and officers of the Nordstrom Canada Entities in connection with the CCAA Proceedings;

“Court” has the meaning ascribed to such term in the Recitals to this Agreement;

“Deemed Release Terms” means

(i) during each Pay Period (as hereinafter defined) during the Notice Period, a deemed release of the Releasees (as hereinafter defined) by an Eligible Employee for an amount equal to the distribution from the Trust to Nordstrom Canada in respect of such individual’s Eligible Employee Claim, which distribution has been processed and paid by Nordstrom Canada; and

(ii) a deemed full and final release of the Releasees by an Eligible Employee in respect of such individual’s total Eligible Employee Claim pursuant to the terms hereof, effective sixty (60) days after the final payment to such Eligible Employee, or such later date as the Monitor in its discretion may designate, provided that the Eligible Employee has not, on or before such date, provided notice of dispute to the Monitor and Representative Counsel in the manner and form set out in the Initial Order;

provided however that in the event of any insufficiency of Trust funds to cover an Eligible Employee’s total Eligible Employee Claim, only paragraph (i) hereof shall be effective and there shall be no deemed full and final release of the full Eligible Employee Claim.

“Effective Date of Notice” means the date that notice of termination of employment without cause is given by Nordstrom Canada to an Eligible Employee, or as otherwise agreed among Nordstrom Canada, the Administrator and Representative Counsel or as deemed received by the Court;

“Eligible Employees” mean the Beneficiaries;

“Eligible Employee Claim” means in respect of an Eligible Employee, an amount equal to $A - B$ where:

A is such Eligible Employee’s Statutory Termination Entitlements:

and

B is:

all amounts earned by such Eligible Employee up to their Regular Wages (which for the avoidance of doubt shall include benefits and vacation pay) for a Regular Work Week in respect of actual post-filing services provided by such Eligible Employee following the Effective Date of Notice.

For the avoidance of doubt, an Eligible Employee Claim includes Top Up Claims and Benefit Claims, and excludes Excluded Employee Claims;

“Eligible Employee Claims Estimate” has the meaning ascribed to such term in Section 2.1(a);

“ESA” means applicable employment standards legislation (as amended and replaced), including the Alberta *Employment Standards Code* for Beneficiaries employed in Alberta, the British Columbia *Employment Standards Act* for Beneficiaries employed in British Columbia, the Nova Scotia *Labour Standards Code* for the Beneficiary employed in Nova Scotia and, the Ontario *Employment Standards Act, 2000* for Beneficiaries employed in Ontario;

“Excluded Employee Claims” means any and all actual or potential actions, causes of action, applications, suits, complaints, liabilities, debts, demands, damages, costs, torts (both intentional and unintentional), dues, bonds, accounts, covenants, contracts, statutory rights, rights to expense reimbursement and all or any claims whatsoever against Nordstrom Canada, Nordstrom, Inc. or their affiliates by any present or former employees or contractors of Nordstrom Canada that exist or may exist by reason of any cause, matter or thing whatsoever, save and except for the Eligible Employee Claims;

“Filing Date” has the meaning ascribed to such term in the Recitals to this Agreement;

“Final Order” means an Order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which Order any appeal periods relating thereto shall have expired;

“First Contribution” means the amount of CDN \$14,000,000 to be paid by the Settlor in accordance with the terms hereof within five (5) Business Days of the granting of the Initial Order;

“Governmental Authority” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals, or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision of any of them; or
- (b) exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Initial Order” means an Order of the Court, as it may be amended and restated, granting relief to the Nordstrom Canada Entities in the CCAA Proceedings which, *inter alia*:

- (i) approves and authorizes the creation of the Nordstrom Canada Employee Trust on the terms and conditions set out in this Agreement;

- (ii) provides for a deemed release of claims by Eligible Employees no less favourable to Nordstrom Canada, Nordstrom, Inc. and their affiliates than the Deemed Release Terms;
- (iii) appoints the Monitor to act in such capacity, and in addition to the other powers granted to the Monitor therein, authorizes and directs the Monitor to act as Administrator of the Nordstrom Canada Employee Trust;
- (iv) provides that no action or proceeding may be commenced against the Trustee in respect of the Employee Trust without leave of the Court;
- (v) declares that Nordstrom, Inc. shall not be, and shall not be deemed to be, an employer or a common, related or successor employer with respect to any Nordstrom Canada Employee by virtue of or in connection with the settling of the Trust;
- (vi) deems that Nordstrom, Inc. shall be deemed to be fully subrogated to all rights of recovery of the Beneficiaries against Nordstrom Canada in an amount equal to the aggregate gross amount paid to such Beneficiaries directly or indirectly from the Employee Trust; and
- (vii) establishes a stay of proceedings on substantially the terms and conditions requested by Nordstrom Canada;

“Initial Settlement Amount” means the amount of CDN \$5 (five dollars) to be paid by the Settlor to settle this Trust;

“Law” or “Laws” means applicable laws (including, without limitation, common law, civil law and laws or regulations prohibiting indemnification of directors of a company under certain circumstances), statutes, by-laws, rules, regulations, Orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority;

“Maximum Required Trust Contribution” means the amount of CDN \$25,000,000 payable by the Settlor in accordance with the terms hereof;

“Monitor” has the meaning ascribed to such term in the Recitals of this Agreement;

“Nordstrom Canada” has the meaning ascribed to such term in the Recitals of this Agreement;

“Nordstrom Canada Employees” has the meaning ascribed to such term in the Recitals of this Agreement;

“Nordstrom Canada Entities” has the meaning ascribed to such terms in the Recitals of this Agreement;

“Notice Period” means for an Eligible Employee the period starting on and including the Effective Date of Notice and ending on and including the date of termination set out in writing in such Eligible Employee’s notice of termination, provided that if an employee is eligible to a longer period of notice under applicable ESA then “Notice Period” shall refer to the applicable ESA minimum notice period;

“Orders” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, settlements, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders;

“Party” or **“Parties”** means individually or collectively, as the case may be, the Settlor, the Administrator and the Trustee;

“Pay Period” means Nordstrom Canada’s regular biweekly pay period, starting with the biweekly pay period in respect of which the first Effective Date of Notice occurs and each subsequent biweekly period thereafter during the currency of this Agreement;

“Pay Period Reconciliation” has the meaning ascribed to such term in Section 2.1(b);

“Person” includes any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or organization or entity however designated or constituted;

“Qualified Investments” means an interest-bearing account or accounts in a Scheduled Canadian Bank (as defined below).

“Reconciliation” has the meaning ascribed to such term in Section 2.1;

“Regular Wages” means an Eligible Employee’s regular wages as determined under applicable ESA;

“Regular Work Week” means an Eligible Employee’s regular work week as determined under applicable ESA;

“Releasees” means Nordstrom Canada, Nordstrom, Inc. and all their respective affiliates (collectively the “Released Entities”) and the present and former officers, directors, employees, representatives and agents of the Released Entities;

“Representative Counsel” has the meaning ascribed to such term in the Recitals of this Agreement;

“Represented Employees” means Nordstrom Canada employees represented by Representative Counsel pursuant to the Initial Order;

“Scheduled Canadian Bank” means a bank listed on Schedule I of the Bank Act (Canada);

“Settlor” means Nordstrom, Inc.;

“Statutory Termination Entitlements” means the applicable statutory minimum termination entitlements under ESA in respect of, if and as required, notice of termination, pay-in-lieu of notice, severance pay, post-termination benefits coverage and post-termination vacation pay;

“Termination Date” has the meaning ascribed to such term in Section 9.2;

“Top Up Claim” means for an Eligible Employee a claim for an amount in excess of the wages earned by the Eligible Employee required to provide such Eligible Employee their Regular Wages for a Regular Work Week under the ESA during the Notice Period, even if such Eligible Employee’s hours of work or wages vary or are reduced so that such Eligible Employee does not receive such amounts through actual services performed;

“Trust” means the trust created pursuant to this Agreement;

“Trust Conditions” has the meaning ascribed to such term in Section 3.3;

“Trustee” at any time means the Person serving as trustee hereunder at such time and at the date hereof means Gale Rubenstein;

“Trustee Expenses” has the meaning ascribed to such term in Section 5.1(b);

“Trustee Fees” has the meaning ascribed to such term in Section 5.1(a);

“Trustee Payments” has the meaning ascribed to such term in Section 4.1;

“Trust Property” means the aggregate amount contributed to the Trust by the Settlor including without limitation the Initial Settlement Amount, the First Contribution amount paid to the Trustee in accordance with Section 3.2 of this Agreement (as set forth in Exhibit A attached hereto) and any further deposits or amounts received by the Trustee to be held under the terms of this Agreement, together with interest and other revenues generated thereby and any property into which all of the foregoing may be converted, less amounts which have been paid or distributed pursuant to the terms of this Agreement (including Trustee Expenses, Trustee Fees, and Trustee Payments);

“Wind-down Process” has the meaning ascribed to such term in the Recitals to this Agreement;

1.2 Headings, etc.

The provision of a table of contents, the division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Agreement.

1.3 Articles; Sections; etc.

Reference to articles, sections or other parts of this Agreement are to the specified article, section or part.

1.4 Gender; Singular/Plural

References to gender include all genders and, except where the context otherwise requires, the singular includes the plural and vice versa.

1.5 Certain Phrases, etc.

In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation”, (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”, and (iii) the words “hereafter”, “hereby”, “herein”, “hereof”, “hereunder” and “herewith” refer to the entire Agreement, not just a particular article or section.

1.6 Business Day

Any action or payment required or permitted to be taken or made hereunder on a day which is not a Business Day may be taken or made on the next succeeding Business Day.

1.7 Recitals

The Recitals to this Agreement are true and correct and form part of this Agreement.

ARTICLE 2 PAYMENT OF ELIGIBLE EMPLOYEE CLAIMS

2.1 Procedure for Funding and Payment of Eligible Employee Claims and Reconciliation

- (a) Not later than three (3) days prior to each pay date for a Pay Period, or as soon as practicable thereafter, Nordstrom Canada and the Administrator shall consult and collaborate to estimate the Eligible Employee Claims, including any Top Up Claims and Benefit Claims, that would be paid to Eligible Employees in respect of such Pay Period but for the CCAA Proceedings (the “**Eligible Employee Claims Estimate**”).
- (b) Not later than three (3) days prior to each pay date for a Pay Period, or as soon as practicable thereafter, and from time to time as deemed appropriate by the Administrator, Nordstrom Canada and the Administrator shall consult and collaborate to assess the amount of any difference between (i) payments made to Nordstrom Canada from the Trust pursuant to Section 2.1(c) in respect of prior Pay Periods minus (ii) the actual amount of Eligible Employee Claims payable from the

Trust in respect of such Pay Periods (each such assessment, a “**Pay Period Reconciliation**”).

- (i) If the amount of a Reconciliation is greater than zero, the subsequent Eligible Employee Claims Estimate shall be reduced by such amount.
- (ii) If the amount of a Reconciliation is less than zero, the subsequent Eligible Employee Claims Estimate shall be increased by such amount.
- (c) For each Pay Period, the Trust shall make a payment to Nordstrom Canada in an amount equal to the lesser of (x) the Eligible Employee Claim Estimate for such Pay Period pursuant to Section 2.1(a) as adjusted by any applicable Reconciliation pursuant to Section 2.1(b), and (y) the Trust Property then remaining less the aggregate amount of any reserves established under Section 4.1.
- (d) Prior to the Termination Date, the Administrator and Nordstrom Canada will perform a final reconciliation and any payments owing to or from the Trust shall be made, if and as applicable, subject to the terms and conditions hereof, including the Maximum Required Trust Contribution.

2.2 Payment by Nordstrom Canada to Employee Beneficiaries

Nordstrom Canada, as the employer of the Eligible Employees, with the assistance of Nordstrom US under the wind-down agreement if and as needed, shall be solely responsible for processing, or causing to be processed, all amounts received from the Trust, whether during or after the Notice Period or after the date of termination of the Eligible Employees, including (i) withholding, deducting and remitting any authorized or required withholdings and deductions to Government Authorities or other third-parties, (ii) arranging for payment of applicable benefit premiums, and (iii) paying net amounts to applicable Beneficiaries.

2.3 Enurement

This Article 2 and the benefit of the obligations of the undersigned hereunder shall enure to the benefit of the applicable Beneficiaries, and her or his heirs, estate, executors, legal representatives, assigns and administrators and shall be binding upon the Trust.

2.4 Subrogation

The Settlor shall have – and shall be deemed by the Monitor and the Nordstrom Canada Entities to have – full and complete subrogation rights against Nordstrom Canada in respect of the aggregate gross amount paid to Beneficiaries directly or indirectly from the Employee Trust.

ARTICLE 3 THE TRUST

3.1 Creation of Trust

The Settlor hereby settles and deposits the Initial Settlement Amount with the Trustee on the trusts provided for in this Agreement. The Trustee accepts and agrees to hold such amount together with any other amounts or property that may from time to time constitute Trust Property upon the trusts provided for in, and subject to and in accordance with the terms of, this Agreement. The Trustee agrees to distribute and deal with the Trust Property, and at all times agrees to keep the Trust Property segregated from the property and assets of the Trustee, the Settlor and any other trust in which the Trustee may serve as a trustee, and in one or more segregated accounts, on the terms and subject to the conditions hereof.

3.2 Payment of First Contribution

The Settlor shall pay the First Contribution to the Trustee to hold in the trusts provided for in this Agreement within ten (10) Business Days of the granting of the Initial Order.

3.3 Trust Conditions

Notwithstanding anything to the contrary in this Agreement, the Trust will be fully revocable by the Settlor in its sole discretion until each of the following terms and conditions precedent (the “**Trust Conditions**”) are fully and completely satisfied:

- (a) the Court grants the Initial Order;
- (b) the Initial Order becomes a Final Order; and
- (c) notices of termination of employment by Nordstrom Canada have been sent to Eligible Employees.

Provided however that in no event will the Settlor revoke or seek to revoke the Trust until the date that is twenty-one (21) days after the date on which the Court hears the application for the Initial Order. Following the date that is twenty-one (21) days after the date on which the Court hears the application for the Initial Order, if the Trust Conditions are not yet fully and completely satisfied, the Settlor may revoke the Trust upon written notice to the Trustee. Upon notice of revocation pursuant to this Section 3.3, the Trust Property shall immediately revert to the Settlor and the Trustee shall pay to the Settlor the Trust Property which, for the avoidance of doubt, shall not include any Trustee Payments incurred to the date of such notice.

The Settlor, in its sole discretion, may waive one or more of the Trust Conditions.

3.4 Irrevocable Once Trust Conditions Fully and Completely Satisfied

Subject to the full and complete satisfaction of the Trust Conditions contained in Section 3.3, and except as provided for in Article 9 of this Agreement, the Trust is intended and is hereby declared

to be irrevocable. Upon the full and complete satisfaction of the Trust Conditions contained in Section 3.3, and except as provided for in Section 9.1, the Trust Property shall not, prior to the Termination Date, revert to or be applied for the benefit of the Settlor but shall be applied for the exclusive benefit of the Beneficiaries in accordance with the terms hereof.

3.5 Name

The name of the Trust shall be the “**Nordstrom Canada Employee Trust**”. Wherever lawful and convenient, the affairs of the Trust shall be conducted under such name, or any other name the Trustee deems appropriate.

3.6 Objects

The objects of the Trust are, subject to and in accordance with the terms hereof, to provide financial support for the Beneficiaries in respect of Eligible Employee Claims, and to provide for the payment of the Trustee Fees and Trustee Expenses.

3.7 Beneficiaries

Following the full and complete satisfaction of the Trust Conditions contained in Section 3.3 but prior to the Termination Date, the beneficiaries of the Trust Property are the Beneficiaries and, under certain circumstances as expressly set forth in this Agreement, the Settlor. On the Termination Date, the Settlor is the residuary beneficiary of the Trust Property.

3.8 No Right to Corpus of the Trust

Other than expressly provided in this Agreement, no Person shall have any right to the corpus of the Trust.

3.9 Qualified Investments

Pending disbursement of the Trust Property, the Trustee shall hold, invest and reinvest the Trust Property in Qualified Investments. All Qualified Investments shall be held in trust by the Trustee subject to and in accordance with the terms hereof and the trust nature of such account or accounts shall be clearly identified.

3.10 Residence

The residence of the Trust is the Province of Ontario, Canada.

ARTICLE 4 TRUSTEES FEES

4.1 Reserve for Trustee Fees and Expenses

The Trustee may reserve from the Trust Property, prior to paying any amounts in respect of Eligible Employee Claims, amounts sufficient to fully pay and satisfy all of the reasonable Trustee

Fees and the Trustee Expenses and other payments to the Trustee or the Administrator to be met from the Trust Property under this Agreement, including, without limitation, Administrator Expenses and Administrator Payments, and any indemnification payments under Section 5.7 of this Agreement (collectively, the “**Trustee Payments**”), and is authorized to pay all of the Trustee Fees, the Trustee Expenses and the Trustee Payments from the Trust Property in accordance with the terms of this Agreement. To the extent that the Trustee determines at any time that the remaining Trust Property at such time is insufficient to cover all payments to be met from the Trust Property under this Agreement, the Trustee Payments shall have priority over any payments to the Beneficiaries under this Agreement.

4.2 Receipt and Analysis of Eligible Employee Claims

The Trustee may receive a request for payment in respect of Eligible Employee Claims from the Administrator, in accordance with Section 2. The Trustee may require, in support of any such claim or request, any supporting information the Trustee considers relevant.

The Trustee is authorized to obtain from such advisors as the Trustee in its discretion may require in accordance with Section 5.10 such additional advice and analysis as the Trustee considers to be desirable in making a determination as to any of the matters set out above. Receipt by the Trustee of information as to a claim or potential claim or a request in accordance with this Section in no way commits the Trustee to pay or satisfy the claim or potential claim.

4.3 No Trustee Liability for Insufficient Funds

The Trustee shall not be liable to any Person (including any Beneficiary or the Settlor) in the event that the Trust Property (taking into account any reserves established under Section 4.1 of this Agreement) is insufficient to pay in full or in part any Eligible Employee Claim.

4.4 Additional Contributions from the Settlor

In the event of any anticipated insufficiency of funds in the Trust Property (taking into account any reserves established under Section 4.1 of this Agreement), the Administrator shall give written notice to the Settlor, with a copy to all other recipients listed in Section 10.11, of such additional contribution or contributions as the Administrator considers appropriate, and the Settlor shall pay such additional contribution or contributions to the Trust as required in such notice to fund Eligible Employee Claims, Administrator Payments, and Trustee Payments; provided however that, notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Settlor be required to contribute a cumulative amount, inclusive of the First Contribution, that exceeds the Maximum Required Trust Contribution. For the avoidance of doubt, notwithstanding any other provision of this Agreement to the contrary, except for the First Contribution and as set forth in this Section 4.4, the Settlor shall not, under any circumstance, be under any obligation to provide or contribute any money, property or value to the Trust, the Trustee, any Beneficiary or any other Person in respect of any Eligible Employee Claim or otherwise, and for greater certainty no Beneficiary shall be entitled to assert any Claim against the Settlor with respect to such amount.

Nothing herein prevents the Settlor from making such additional contributions in excess of the Maximum Required Trust Contribution as it may deem desirable, in its sole and absolute discretion. Any such additional contributions shall be on a purely gratuitous, without prejudice basis, and in such event, for avoidance of doubt, section 2.4 shall continue to apply in respect of such additional contributions.

4.5 Directions

Subject to Section 5.2, the Trustee shall be protected in acting on any written direction of the Administrator as provided in this Agreement if signed on behalf of the Administrator by an individual purporting to be a duly authorized representative of the Administrator without the Trustee having to confirm the correctness of such direction.

ARTICLE 5 THE TRUSTEE

5.1 Fees and Expenses

- (a) Any Person shall be entitled to fees for acting as Trustee in such amounts as are agreed among the Settlor and such Trustee (the “**Trustee Fees**”); provided that a Beneficiary shall not act as a Trustee under this Trust Agreement. The Trustee Fees shall be reimbursed in accordance with Section 5.1(c) of this Agreement.
- (b) The Trustee shall be reimbursed all expenses (including taxes, except for any taxes payable with respect to any fees paid to the Trustee) and disbursements, including, without limitation, any expenses incurred pursuant to Section 5.10 of this Agreement and the cost and expense of any Claim of any character (including, without limitation, any Claims before any Governmental Authority), reasonably incurred in connection with its duties hereunder, but excluding expenses and disbursements paid, incurred or suffered by the Trustee in any Claim in which the Trustee is determined to have acted dishonestly, fraudulently or to have been guilty of wilful misconduct (such reimbursable expenses collectively, the “**Trustee Expenses**”). The Trustee Expenses shall be reimbursed in accordance with Section 5.1(c) of this Agreement.
- (c) The Trustee shall provide the Settlor and the Administrator from time to time, or as agreed among the Settlor, the Administrator and the Trustee, with detailed invoices of any Trustee Fees or Trustee Expenses that may be owing, which amounts shall be paid within thirty (30) days from the date of such invoice. If within thirty (30) days from the date of the invoice thereof such Trustee Fees or Trustee Expenses are otherwise uncontested, the Trustee may satisfy such invoices from the Trust Property.

5.2 Termination and Replacement

In the event that:

- (a) any Trustee that is not an individual:
 - (i) resigns as a Trustee;
 - (ii) enters into liquidation, whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction);
 - (iii) has a receiver or a receiver-manager appointed with respect to its affairs;
 - (iv) ceases to be a resident of Canada within the meaning of the Income Tax Act (Canada);
 - (v) becomes subject to any bankruptcy laws; or
- (b) any Trustee, being an individual:
 - (i) dies;
 - (ii) refuses or becomes unable to act or to continue to act or becomes incapable of managing property;
 - (iii) resigns as Trustee;
 - (iv) is declared bankrupt, insolvent, or mentally incompetent;
 - (v) ceases to be a resident of Canada within the meaning of the Income Tax Act (Canada); or
 - (vi) becomes a citizen of the United States of America or becomes a resident of the United States of America within the meaning of the U.S. Internal Revenue Code;

such Trustee shall, immediately upon the happening of any such event other than a resignation, cease to be a Trustee hereof. For the purposes of this Section 5.2(b)(ii), a Trustee shall be deemed to be unable to act or to continue to act as a Trustee of the Trust if such Trustee is under a legal disability or if two (2) medical doctors licensed to practice in Canada notify the Settlor and the successor Trustee of the Trust, then acting, that illness or physical or mental disability have rendered such a Trustee unable to give prompt and intelligent consideration to financial affairs.

A resignation by a Trustee shall be made by an instrument in writing and shall be effective from the date, which is seven (7) days after the notice of such resignation has been delivered to the Settlor; provided that no resignation shall be effective until the earlier of (x) the appointment of a replacement Trustee, and (y) ninety (90) days after notice of such resignation has been delivered to the Settlor. The Trustee and the former Trustee shall co-operate reasonably in effecting the transition to any replacement Trustee.

5.3 Replacement Trustee

- (a) The Trustee may at any time, by an instrument in writing, appoint a replacement Trustee with the prior written consent of the Settlor and the Administrator in consultation with the Monitor. In the event that the Settlor and Administrator fail to agree with respect to a suitable replacement Trustee, the replacement Trustee shall be appointed by the Court on notice to the Monitor, the Settlor, the Administrator and Nordstrom Canada.
- (b) Where a Trustee's appointment is terminated pursuant to Section 5.2, the Settlor may appoint a replacement Trustee; provided that such appointment is approved by the Administrator. In the event that the Settlor and Administrator fail to agree with respect to a suitable replacement Trustee, the replacement Trustee shall be appointed by the Court.
- (c) Any Person appointed pursuant to Section 5.3 shall, upon acceptance of such appointment, be vested with the Trust Property and with all the trusts, powers, authorities, duties and obligations herein contained, without further assignment, transfer or conveyance of any kind or any order of any court or tribunal whatsoever as if such Person were an original party to this Agreement.
- (d) All instruments in writing relating to the appointment of replacement Trustees shall be attached to this Agreement and shall be sufficient evidence of the facts to which such instruments relate.

5.4 Accounting

The Trustee, with the assistance of the Administrator, shall maintain accurate books, records and accounts ("**Records**") of the transactions effected or controlled by the Trustee hereunder and the receipt, investment, reinvestment and disbursement of the Trust Property, and shall provide to the Settlor and the Administrator records and written statements thereof periodically upon request of the Settlor or an order of the Court. Upon termination of the CCAA Proceedings, such Records shall be maintained by the Settlor for six (6) years or otherwise in accordance with any CCAA Plan approved by the Court.

5.5 Liability of Trustee

- (a) The Trustee shall exercise the powers and discretions given to the Trustee in good faith in what it deems to be the best interests, whether monetary or otherwise, of the Beneficiaries, whether or not such exercise may have the effect of conferring an advantage on any one or more of the Beneficiaries at the expense of any other Beneficiary or would otherwise, but for the foregoing, be considered as being other than an impartial exercise of its duties hereunder or as not being the maintenance of an even hand between the Beneficiaries, and all such exercise of its powers and discretions made in good faith shall be binding upon the Beneficiaries and shall not be subject to any question by any Person whatsoever or whomsoever. In

performing the trusts hereof and in exercising its powers hereunder the Trustee may act in its discretion and, provided the Trustee has acted honestly, the Trustee shall not be liable, answerable or accountable for any claims resulting from the exercise of a discretion or the refusal to exercise a discretion. The Trustee shall only be liable, answerable and accountable for its own dishonesty, fraud or wilful misconduct. The Trustee is liable, answerable and accountable only for money and securities for money actually received by such Trustee, even though the Trustee has signed a receipt or other instrument for the sake of conformity. A Trustee is not liable, answerable or accountable for the acts, receipts, negligence, defaults, dishonesty, fraud or wilful misconduct of any other Trustee, or of any other Person having custody of any part of the Trust Property and is not liable, answerable or accountable for any loss of money or security for money unless the same happens through the Trustee's own dishonesty, fraud or wilful misconduct. Honesty and good faith shall be presumed in favour of the Trustee unless such presumption is rebutted.

- (b) Subject to its obligations hereunder to the Settlor, the Administrator and to the Beneficiaries with respect to the Trust Property, the Trustee shall have no personal liability to any other Person arising from commitments in this Agreement or contractual relationships arising out of its position as Trustee. The Trustee is authorized to require any such commitment or contractual relationship to include a provision confirming the foregoing sentence to the Trustee, the Beneficiaries or any other Person with respect to the performance of the responsibilities of the Trustee hereunder, except for damages that may be caused by the dishonesty, fraud or wilful misconduct of the Trustee.

5.6 Acceptance of Trusts

The Trustee hereby accepts the covenants, trusts and obligations in this Agreement declared and provided for and agrees to perform the same upon the terms and conditions herein set forth, and to hold and exercise the rights, privileges and benefits conferred upon the Trustee hereby in trust for the benefit of the Persons having an interest in the Trust Property.

5.7 Indemnification

The Trustee (and its directors, officers, advisors and employees, if any) shall be indemnified and held harmless out of the Trust Property and, if the Trust Property is insufficient, by the Settlor, from and against all Claims and costs arising in any manner out of or in connection with this Agreement and the Trust (including, without limitation, legal costs, any investments made, retained or disposed of on the direction of the Settlor, Trustee Fees and Trustee Expenses) except (x) to the extent that the same is attributable to the dishonesty, fraud or wilful misconduct of the Trustee and (y) any income taxes payable by the Trustee with respect to the Trustee Fees and the Trustee Expenses paid to the Trustee in accordance with Section 5.1 of this Agreement and any HST collected by the Trustee from the Trust which the Trustee fails to remit. Subject to the foregoing, this entitlement to indemnification includes Costs incurred by the Trustee in enforcing its rights to indemnification hereunder. So long as a Trustee resigns, or is replaced, in accordance

with the terms of this Agreement, such former Trustee shall continue to be entitled to indemnification under this Section 5.7 with respect to any Claims that relate to, arise from or are based on such former Trustee's service as a Trustee.

5.8 Tax Filings and Payments

The Trustee, with the assistance of the Administrator, shall to the extent required by Law and subject to Section 10.12, prepare and file tax returns or other applicable filings or reports in connection with the Trust Property, and pay any taxes owing by the Trust from the Trust Property.

5.9 Accumulation of Income

- (a) Any payments from the Trust Property made by the Trustee under the terms of this Agreement shall be deemed to be made first from capital of the Trust Property, and to the extent capital of the Trust Property is insufficient to make such payment, from the income of the Trust. Any income not so paid in any year shall be added to and dealt with as part of the capital of the Trust Property. All taxes payable on such income shall be paid from the Trust Property and, to the maximum extent permitted by applicable Laws, the Settlor shall be under no obligation to pay such taxes.

5.10 Professional Advisors

The Trustee shall be entitled to take legal, accounting, tax or other advice and employ such assistance as in its judgment, acting reasonably, may be necessary for the proper discharge of its duties (including advice or assistance from the Administrator and any Person who provides advice or assistance to the Settlor, Nordstrom Canada or the Administrator (and, including without limitation, Goodmans LLP)) and, if acting in good faith, may rely upon the opinion, information or advice of any such counsellor, expert or advisor and shall not be responsible for any loss resulting from any action or inaction taken in good faith in reliance upon such opinion, information or advice. Notwithstanding anything to the contrary herein, the reasonable payment for such legal, accounting, tax or other advice may be made from the Trust Property and paid directly to such third party advisor by the Trustee.

5.11 Application to Court

The Settlor, the Administrator, Nordstrom Canada, any Beneficiary or the Trustee may apply to the Court in the CCAA Proceedings at any time and from time to time for advice and direction in connection with any aspect of this Agreement and the administration of the Trust, and, in the case of the Trustee, the performance of any of its duties and responsibilities hereunder, including, without limitation, the appointment of a replacement Trustee in accordance with the terms of Section 5.3 of this Agreement.

5.12 Certificates of Incumbency

- (a) The Settlor shall deliver to the Trustee a certificate of incumbency, which certifies the incumbency and signatures of the directors, officers or other agents of the

Settlor who have the authority to execute documents contemplated under this Agreement on behalf of the Settlor;

- (b) The Administrator shall deliver to the Trustee a certificate of incumbency, which certifies the incumbency and signatures of the directors, officers or other agents of the Administrator who have the authority to execute documents contemplated under this Agreement on behalf of the Administrator; and
- (c) The Trustee shall be entitled to rely on such certificates referred to in (a) and (b) above as to the matters certified therein and absent manifest irregularity in the manner of execution of any document deliverable under this Agreement, the Trustee shall have no obligation to verify the authenticity of any signatures on any document.

5.13 Incidental Rights; Actions; Defences; etc.

In addition to all other powers conferred upon it by the other provisions hereof or by any Law, the Trustee, subject to the obligation to invest in Qualified Investments, shall have the following powers, authorities and discretion:

- (a) to exercise all rights incidental to the ownership of investments and property held as part of the Trust Property, and without limiting the generality of the foregoing, the right to vote upon and issue proxies respecting any investments held in the Trust Property, the right to sell, the right to consent to and join in any plan, reorganization, readjustment, amalgamation, merger or consolidation with respect to any Person whose securities at any time form part of the Trust Property, and the right to authorize the sale of the assets or undertaking of any Person whose securities at any time form part of the Trust Property;
- (b) to join or take any action in connection with any investment or asset held by the Trustee as part of the Trust Property or to which the Trustee may be entitled in connection herewith and to exercise any rights, powers and privileges that at any time may exist or arise in connection with such investment or asset;
- (c) to take, institute, maintain or defend any action or other proceeding that may be necessary or advisable in the opinion of the Trustee for the preservation or protection of or realization upon any property forming part of the Trust Property; and
- (d) any other power granted to the Trustee pursuant to a written authorization executed by the Settlor and the Administrator.

ARTICLE 6 ADMINISTRATOR

6.1 Role of Administrator

The Administrator's duties and responsibilities shall be limited to those duties and responsibilities of the Administrator as expressly provided for under this Agreement. For the avoidance of doubt, the Administrator's primary role is to consult and collaborate with Nordstrom Canada in the determination of the Eligible Employee Claims Estimate and the Pay Period Reconciliation, subject to and in accordance with Article 2.

6.2 Fees and Expenses

- (a) The Administrator shall be entitled its reasonable fees and disbursements, in each case at its standard rates and charges for acting in such capacity, in such amounts as are agreed among the Settlor and the Administrator (the "**Administrator Fees**"). The Administrator Fees shall be reimbursed in accordance with Section 6.1(c) of this Agreement.
- (b) The Administrator shall be reimbursed all expenses (including taxes, except for any taxes payable with respect to any fees paid to the Administrator) and disbursements, including, without limitation, any expenses incurred pursuant to Section 6.2 of this Agreement and the cost and expense of any Claim of any character (including, without limitation, any Claims before any Governmental Authority), reasonably incurred in connection with its duties hereunder, but excluding expenses and disbursements paid, incurred or suffered by the Administrator in any Claim in which the Administrator is determined to have acted dishonestly, fraudulently or to have been guilty of wilful misconduct (such reimbursable expenses collectively, the "**Administrator Expenses**" and together with the Administrator Fees, the "**Administrator Payments**"). The Administrator Expenses shall be reimbursed in accordance with Section 6.2(c) of this Agreement.
- (c) The Administrator shall provide the Settlor and the Trustee from time to time, or as agreed among the Settlor, the Administrator and the Trustee, with invoices of any Administrator Fees or Administrator Expenses that may be owing. If within thirty (30) days from the date of the invoice thereof such Administrator Fees or Administrator Expenses are otherwise uncontested, the Trustee may satisfy such invoices from the Trust Property.
- (d) For the avoidance of doubt, the fees and expenses of the Representative Counsel shall not be the responsibility of the Trust.

6.3 Professional Advisors

The Administrator shall be entitled to take legal, accounting, tax or other advice and employ such assistance as in its judgment, acting reasonably, may be necessary for the proper discharge of its duties (including advice or assistance from its legal counsel (which shall be Goodmans LLP) and any Person who provides advice or assistance to the Settlor, Nordstrom Canada or the Trustee) and, if acting in good faith, may rely upon the opinion, information or advice of any counsellor or any other independent expert or advisor retained by the Administrator and shall not be responsible for any loss resulting from any action or inaction taken in good faith in reliance upon such opinion, information or advice. Notwithstanding anything to the contrary herein, the reasonable payment for such legal, accounting, tax or other advice may be made from the Trust Property and paid directly to such third party advisor by the Trustee. Without altering the funding obligations of the Settlor under Section 4.4, under no circumstances shall the Settlor be liable to the Administrator or any other Person for any amounts due under this Section 6.3.

ARTICLE 7 BANKING

7.1 Bank Selection

The banking activities of the Trust in respect of the Trust Property, or any part thereof, shall be transacted with such Scheduled Canadian Bank as the Trustee may designate, appoint or authorize, in writing, from time to time.

7.2 Banking Activities

All banking activities, or any part thereof, shall be transacted by the Administrator on behalf of the Trust as follows:

- (a) Any disbursements of Trust Property shall be authorized, in writing, by the Trustee and the Administrator, acting together; and
- (b) The Trustee may:
 - (i) subject to Section 7.2(a):
 - (A) open, operate and maintain any one or more account(s) at such Scheduled Canadian Bank, as designated. The Trustee shall endeavor to open and maintain any such accounts as joint authority accounts under which any disbursements must be authorized by both the Trustee and the Administrator; and
 - (B) execute any services or account operation agreements relating to any such account(s) as may be required; and

- (ii) deposit or transfer any cash, cheques, drafts, or other bills of exchange to the credit of any such account(s).

ARTICLE 8 AMENDMENT

8.1 Amendment Restrictions

This Agreement may be amended, varied or supplemented only by written agreement executed by the Trustee, the Administrator and the Settlor, in consultation with the Monitor, and, subject to Section 10.5, only:

- (a) to add to the provisions hereof additional covenants or provisions for the benefit of the Settlor, the Beneficiaries and/or the Trustee; or
- (b) for the purpose of correcting or rectifying ambiguities, defects, errors or omissions contained herein;

provided that any such amendment is not, in the opinion of the Trustee, the Administrator and the Settlor, based on the advice of legal counsel, inconsistent with the purposes hereof or prejudicial in any material respect to the interests of the Beneficiaries.

ARTICLE 9 ADJUSTMENT; TERMINATION

9.1 Adjustment of Trust Corpus

In the event the Administrator considers that there are funds in the Trust in excess of those that will be needed to make distributions in respect of any remaining Eligible Employee Claims, Trustee Payments and Administrator Payments, the Trustee, on the direction of the Administrator, may refund such excess funds to the Settlor.

9.2 Termination Date

The Trust shall terminate upon the earliest of (a) the date on which the Settlor, Administrator and Trustee agree the Trust should terminate, (b) the date on which a CCAA Plan providing for the termination of the Trust and the release of the Trustee is implemented, and (c) the date on which the Court in the CCAA Proceedings determines the Trust shall terminate (the earliest of such dates, the "Termination Date").

9.3 Consequence of Termination

Upon the termination of the Trust in accordance with Section 9.2, the Trustee shall, as soon as reasonably practicable, satisfy any commitments to pay Eligible Employee Claims made under Article 2 and any outstanding Administrator Payments and Trustee Payments, and deliver the Trust

Property then remaining, if any, to the Settlor or any designee of the Settlor (as designated in a written direction of the Settlor).

9.4 Survival

Sections 5.1, 5.5, 5.7 and 6.2 shall survive the termination of the Trust and this Agreement and shall continue for the benefit of the Parties.

ARTICLE 10 OTHER MATTERS

10.1 Governing Law

- (a) This Agreement shall be governed and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.
- (b) To the fullest extent permitted by applicable Law, each Party: (i) agrees that any claim, action or proceeding by such Party (including any Beneficiary) seeking any relief whatsoever arising out of, or in connection with, this Agreement, or the matters contemplated hereby shall be brought only before the Court; (ii) agrees to submit to the jurisdiction of the Court pursuant to the preceding clause (a) for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the matters contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in any such court or any claim that any such action brought in such court has been brought in an inconvenient forum; (iv) agrees that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.11 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

10.2 Assignment

Subject to Sections 5.2 and 5.3, the rights and obligations under this Agreement may not be assigned by the Trustee without the prior consent in writing of the Settlor and the Administrator. The Settlor may assign its rights and obligations under this Agreement with the prior written consent of the Administrator. Under no circumstances may the Beneficiaries transfer their rights and obligations under this Agreement. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective heirs, estates, administrators, executors, legal personal representatives, successors and assigns.

10.3 No Waiver, etc.

- (a) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.
- (b) No failure on the part of any Party to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

10.4 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the issues contemplated herein and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of such parties. There are no conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein, and the Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

10.5 Severability

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. The Parties shall endeavour in good faith negotiations to replace the illegal, invalid or unenforceable provision with a valid provision which comes closest to the intention of the Settlor underlying the illegal, invalid or unenforceable provision.

10.6 Time of the Essence

Time is of the essence of this Agreement.

10.7 Further Assurances

The Settlor, the Administrator and the Trustee shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may be reasonably necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

10.8 Counterpart Execution

This Agreement may be executed in any number of counterparts and may be delivered by facsimile or other electronic transmission and all such counterparts taken together shall be deemed to constitute one and the same instrument.

10.9 Third Party Beneficiaries

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Settlor, the Beneficiaries, the Trustee and their respective heirs, estates, administrators, executors, legal representatives, successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to the Settlor, the Trustee or the Beneficiaries, nor shall any provision give any third party any right of subrogation or action against any Party to this Agreement, nor shall any provision estop or otherwise limit the rights of the Settlor, the Trustee or the Beneficiaries to assert any claims, counterclaims or defences against any third party.

10.10 No Obligation to Pay Eligible Employee Claims Prohibited by Law

Notwithstanding anything contained herein, the Trust shall not pay any Eligible Employee Claim hereunder if the payment of such amount would be prohibited under the applicable Laws.

10.11 Notice

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it via facsimile, or other similar form of recorded communication, during normal business hours, addressed:

(a) to, as applicable:

Nordstrom, Inc.
1600 Seventh Avenue
Suite 2500
Seattle, WA 98101
Attention: Sarah Johnson
E-mail: sarah.k.johnson@nordstrom.com

With a copy to:

Fasken Martineau Dumoulin LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
P.O. Box 20, Toronto, ON, M5H 2T6
Attention: Aubrey Kauffman
E-mail: akauffman@fasken.com

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Attention: Al Hutchens
Email: ahutchens@alvarezandmarsal.com

With a copy to:
Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Attention: Joe Conforti
E-mail: jconforti@goodmans.ca

Gale Rubenstein
c/o of Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

E-mail: grubenstein@goodmans.ca

Nordstrom Canada
1300-777 Dunsmuir Street
Vancouver, BC V7Y 1K2
Attention: Misti Heckel
E-mail: misti.heckel@nordstrom.com

With a copy to:
Osler, Hoskin & Harcourt LLP
100 King Street West, 1 First Canadian Place, Suite 6200, P.O. Box 50
Toronto ON M5X 1B8
Attention: Tracy Sandler
E-mail: tsandler@osler.com

Ursel Phillips Fellows Hopkinson LLP
555 Richmond St. W., Suite 1200
Toronto, ON M5V 3B1
Attention: Susan Ursel
E-mail: SUrsel@upfhlaw.ca

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, or (ii) if transmitted via facsimile or by electronic mail, on the Business Day following the date of

transmission. Any of the above parties may change his or its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

10.12 U.S. Federal Income Tax Treatment

The Parties intend that the Trust shall be treated merely as a custodial arrangement that is not recognized as an entity for U.S. federal income tax purposes, and shall interpret the provisions of this Trust Agreement in accordance with such treatment. If such treatment is not available, the Parties agree to cooperate to ensure that each of the Parties properly and consistently prepare and timely file any tax returns, information returns, and other applicable filings or reports that such Party is responsible for preparing under applicable Law in connection with the Trust Property for U.S. federal income tax purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

NORDSTROM, INC.

By: _____
Name:
Title:

ALVAREZ & MARSAL CANADA INC.

By: _____
Name:
Title:

TRUSTEE

Name: Gale Rubenstein

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No:

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **NORDSTROM CANADA RETAIL, INC., NORDSTROM CANADA HOLDINGS, LLC** and **NORDSTROM CANADA HOLDINGS II, LLC**

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST	
PROCEEDING COMMENCED AT TORONTO	
AFFIDAVIT	
OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto ON M5X 1B8 Tracy C. Sandler (LSO# 32443N) Tel: 416.862.5890 Email: tsandler@osler.com Jeremy Dacks (LSO# 41851R) Tel: 416.862.4923 Email: jdacks@osler.com Martino Calvaruso (LSO# 57359Q) Tel: 416.862.5960 Email: mcalvaruso@osler.com Marleigh Dick (LSO# 79390S) Tel: 416.862.4725 Email: mdick@osler.com Lawyers for the Applicants	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

Court File No: CV-23-00695619-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **NORDSTROM
CANADA RETAIL, INC., NORDSTROM CANADA HOLDINGS, LLC** and **NORDSTROM CANADA
HOLDINGS II, LLC**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**APPLICATION RECORD
VOLUME 5 OF 5**

OSLER, HOSKIN & HARCOURT LLP

100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Tracy C. Sandler (LSO# 32443N)

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