

**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

**MOTION RECORD
(Motion for Stay Extension)
Volume 2 of 2**

September 20, 2023

OSLER, HOSKIN & HARCOURT LLP

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TO: **SERVICE LIST**

SCHEDULE "A"

NOTICE TO CLAIMANTS OF THE NORDSTROM CANADA ENTITIES

RE: NOTICE OF CLAIMS PROCESS FOR NORDSTROM CANADA RETAIL, INC., NORDSTROM CANADA HOLDINGS, LLC, NORDSTROM CANADA HOLDINGS II, LLC, AND NORDSTROM CANADA LEASING LP (COLLECTIVELY, THE "NORDSTROM CANADA ENTITIES") PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (THE "CCAA")

PLEASE TAKE NOTICE that on [May 30], 2023, the Ontario Superior Court of Justice (Commercial List) issued an order (the "**Claims Procedure Order**") in the CCAA proceedings of the Nordstrom Canada Entities. Capitalized terms used in this notice have the meanings given to them in the Claims Procedure Order. The Claims Procedure Order requires that all Persons (other than Negative Notice Claimants) that wish to assert a claim against any of the Nordstrom Canada Entities or the Directors and/or Officers of any of the Nordstrom Canada Entities **must file a Proof of Claim or D&O Proof of Claim, as applicable, with Alvarez & Marsal Canada Inc., as Court-appointed monitor of the Nordstrom Canada Entities (the "Monitor") on or before 5:00 p.m. (Toronto time) on August 4, 2023 (the "Claims Bar Date"), or in the case of a Restructuring Period Claim or Restructuring Period D&O Claim, on or before the applicable Restructuring Period Claims Bar Date (as specified below).**

Pursuant to the Claims Procedure Order, Negative Notice Claims Packages will be sent to all Negative Notice Claimants on or before June 20, 2023, which Negative Notice Claims Packages will contain a Statement of Negative Notice Claim or Employee Letter that refers to each Negative Notice Claimant's Negative Notice Claim for voting and/or distribution purposes (as applicable) as valued by the Nordstrom Canada Entities, in consultation with the Monitor, based on the books and records of the Nordstrom Canada Entities.

The Monitor will also send or cause to be sent, on or before June 13, 2023, a General Claims Package (that will include the form of Proof of Claim and D&O Proof of Claim) to: (i) each Person that appears on the Service List (except Persons that are likely to assert only Excluded Claims, in the reasonable opinion of the Nordstrom Canada Entities and the Monitor), (ii) any Person who has requested a Proof of Claim in respect of any potential Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter, and (iii) any Person known to the Nordstrom Canada Entities or the Monitor as having a potential Claim based on the books and records of the Nordstrom Canada Entities that is not captured in any Statement of Negative Notice Claim or referred to in any Employee Letter.

Claimants may also obtain the Claims Procedure Order, a General Claims Package or further information or documentation regarding the Claims Process from the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>, or by contacting the Monitor.

The Claims Bar Date is 5:00 p.m. (Toronto time) on August 4, 2023. Proofs of Claim in respect of Pre-Filing Claims and Pre-Filing D&O Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

The Restructuring Period Claims Bar Date is 5:00 pm (Toronto time) on the date that is the later of (i) thirty (30) days after the date on which the Monitor sends a Negative Notice Claims Package or General Claims Package, as appropriate, with respect to a Restructuring Period Claim or Restructuring Period D&O Claim, and (ii) the Claims Bar Date. Proofs of Claim and D&O Proofs of Claim in respect of Restructuring Period Claims and Restructuring Period D&O Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the applicable Bar Date if you wish to assert any Claim that is not captured in a Negative Notice Claim. CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

If you have received a Statement of Negative Notice Claim or Employee Letter, your Claim will be deemed to be accepted at the amount specified therein for voting and/or distribution purposes, and you do not need to take any further steps with respect to such Claim unless you disagree with the amount specified therein. If you wish to dispute your Claim as specified in your Statement of Negative Notice Claim or referred to in your Employee Letter, you must file a Notice of Dispute of Negative Notice Claim with the Monitor on or before the applicable Bar Date. It is your responsibility to ensure that the Monitor receives your Notice of Dispute of Negative Notice Claim by the applicable Bar Date if you wish to dispute the Negative Notice Claim listed in your Statement of Negative Notice Claim or referred to in your Employee Letter.

A Proof of Claim, D&O Proof of Claim or Notice of Dispute of Negative Notice Claim, as applicable, must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email at the address below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

DATED this ● day of ●, 2023.

SCHEDULE "B"

PROOF OF CLAIM INSTRUCTION LETTER

This instruction letter has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the Nordstrom Canada Entities¹. If you have any additional questions regarding completion of the Proof of Claim, please contact the Monitor, whose contact information is set out below.

If you have received a Statement of Negative Notice Claim or Employee Letter, your Claim will be deemed to be accepted at the amount specified or referred to therein for voting and distribution purposes, and you do not need to take any further steps with respect to such Claim unless you disagree with the amount specified therein. A Proof of Claim package is intended only to be used by Claimants who wish to assert a Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter.

Additional copies of the Proof of Claim may be found at the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on [May 30], 2023 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern. Capitalized terms used in this Proof of Claim Instruction Letter and not otherwise defined herein have the meanings ascribed to them in the Claims Procedure Order.

SECTION 1 – DEBTOR(S)

1. The full name of each Nordstrom Canada Entity against which the Claim is asserted must be listed (see footnote 1 for a complete list of Nordstrom Canada Entities), including the full name of any Nordstrom Canada Entity that provided a guarantee in respect of the Claim. If there are insufficient lines to record each such name, attach a separate schedule indicating the required information.

SECTION 2A – ORIGINAL CLAIMANT

2. A separate Proof of Claim must be filed by each legal entity or person asserting a Claim against the Nordstrom Canada Entities, or any of them.
3. The Claimant shall include any and all Claims that it asserts against the Nordstrom Canada Entities, or any of them, in a single Proof of Claim filed, except for Claims described in any Statement of Negative Notice Claim or referred to in any Employee Letter sent to such Claimant by the Monitor. **Claims included in a Proof of Claim that are already captured in such Claimant's Statement of Negative Notice Claim or referred to in a Employee Letter will not be accepted by the Nordstrom Canada Entities. Any Claimant who wishes to dispute any Claim set out in a Statement of Negative Notice Claim**

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

or referred to in a Employee Letter shall file a Notice of Dispute of Negative Notice Claim in respect of such Claim.

4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the Claim has been assigned or transferred to another party, Section 2B must also be completed.
7. Unless the Claim is validly assigned or transferred, all future correspondence, notices, etc., regarding the Claim will be directed to the address and contact indicated in this section.

SECTION 2B – ASSIGNEE, IF APPLICABLE

8. If the Claimant has assigned or otherwise transferred its Claim, then Section 2B must be completed, and all documents evidencing such assignment or transfer must be attached.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Nordstrom Canada Entities, in consultation with the Monitor, are satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc., regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT AND TYPE OF CLAIM

12. If the Claim is a Pre-Filing Claim within the meaning of the Claims Procedure Order, then indicate the amount each Nordstrom Canada Entity was and still is indebted to the Claimant in the Amount of Claim column, including interest, if applicable, up to and including March 2, 2023.
13. If the Claim is a Restructuring Period Claim within the meaning of the Claims Procedure Order, then indicate the Claim amount each Nordstrom Canada Entity was and still is indebted to the Claimant in the space reserved for Restructuring Period Claims (which is below the space reserved for Pre-Filing Claims).

For reference, a “**Restructuring Period Claim**” means any right or claim of any Person against any of the Nordstrom Canada Entities in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Nordstrom Canada Entity to such Person arising out of the restructuring, disclaimer, rescission, termination or breach by such Nordstrom Canada Entity on or after the Filing Date of any contract, lease or other agreement, whether written or oral, and including any right or claim with respect to any Assessment.

14. If there are insufficient lines to record each Claim amount, attach a separate schedule indicating the required information.

15. Indicate if the Claim is guaranteed by any other Nordstrom Canada Entity.

Currency

16. The amount of the Claim must be provided in the currency in which it arose.
17. Indicate the appropriate currency in the Currency column.
18. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

Priority Claim

19. Check this box ONLY if the Claim recorded on that line is a secured, priority, property or trust Claim.
20. If the Claim is a secured, priority, property or trust Claim, on a separate schedule provide full particulars describing such security, priority, right of ownership of or title to property or assets, or nature of trust (deemed, statutory, express, implied, resulting, constructive or otherwise), as applicable. You should also attach a copy of the relevant documents evidencing your priority Claim.

SECTION 4 - DOCUMENTATION

21. Attach to the Proof of Claim form all particulars of the Claim and all available supporting documentation, including any calculation of the amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable, the name of any guarantor(s) which has guaranteed the Claim and a copy of such guarantee documentation, the amount of invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the priority (if any) in accordance with paragraph 19 above, as applicable.

SECTION 5 - CERTIFICATION

22. The person signing the Proof of Claim should:
- (a) be the Claimant or an authorized representative of the Claimant;
 - (b) have knowledge of all the circumstances connected with this Claim;
 - (c) assert the Claim against Debtor(s) as set out in the Proof of Claim and certify all available supporting documentation is attached; and
 - (d) if an individual is submitting the Proof of Claim form, have a witness to its certification.
23. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against each Nordstrom Canada Entity named as a "Debtor" in the Proof of Claim.

SECTION 6 - FILING OF CLAIM AND APPLICABLE DEADLINES

24. If your Claim is a Pre-Filing Claim within the meaning of the Claims Procedure Order (excluding any Negative Notice Claim that is a Pre-Filing Claim), the Proof of Claim MUST be returned to and received by the Monitor on or before 5:00 p.m. (Toronto time) on August 4, 2023 (the "Claims Bar Date").
25. If your Claim is a Restructuring Period Claim within the meaning of the Claims Procedure Order (excluding any Negative Notice Claim that is a Restructuring Period Claim), the Proof of Claim MUST be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the date (the "Restructuring Period Claims Bar Date") that is the later of (i) the date that is 30 days after the date on which the Monitor sends a General Claims Package or Negative Notice Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date.
26. Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email at the address below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claims (except for any Claim outlined in any Statement of Negative Notice Claim that may have been addressed to you) being forever barred and you will be prevented from making or enforcing such Claims against the Nordstrom Canada Entities. In addition, unless you have separately received a Statement of Negative Notice Claim from the Monitor in respect of any other Claim, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Nordstrom Canada Entities' CCAA proceedings with respect to any such Claims.

SCHEDULE "C"

PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE NORDSTROM CANADA ENTITIES¹

1. Name of Nordstrom Canada Entity or Entities (the "Debtor(s)") the Claim is being made against²:

Debtor(s): _____

2A. Original Claimant (the "Claimant")

Legal Name of Claimant:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City	Prov /State	Email	_____
Postal/Zip Code	_____		

2B. Assignee, if claim has been assigned

Legal Name of Assignee:	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City	Prov /State	Email	_____
Postal/Zip Code	_____		

3. Amount and Type of Claim

The Debtor was and still is indebted to the Claimant as follows:

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

² List the name(s) of any Nordstrom Canada Entity(ies) that have guaranteed the Claim. If the Claim has been guaranteed by any Nordstrom Canada Entity, provide all documentation evidencing such guarantee.

Pre-Filing Claims

Debtor Name:	Currency:	Amount of <u>Pre-Filing Claim</u> (including interest up to March 2, 2023) ³ :	Whether Claim is a Priority Claim ⁴ :
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Restructuring Period Claims

Debtor Name:	Currency:	Amount of <u>Restructuring Period Claim</u> :	Whether Claim is Priority Claim:
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and all available supporting documentation, including any calculation of the amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable, the name of any guarantor(s) which has guaranteed the Claim and a copy of such guarantee documentation, the amount of invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the circumstances and applicable documentation giving rise to any priority Claim that is asserted.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. All available documentation in support of this Claim is attached.

All information submitted in this Proof of Claim form must be true, accurate and complete. Filing a false Proof of Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

³ Interest accruing from and after the Filing Date (March 2, 2023) shall not be included in any Claim.

⁴ A Priority Claim includes a secured, priority, property or trust Claim.

Signature: _____	Witness ⁵ : _____
Name: _____	(signature) _____
Title: _____	(print) _____
Dated at _____ this _____ day of _____, 2023.	

6. Filing of Claim and Applicable Deadlines

For Pre-Filing Claims (excluding Negative Notice Claims that are Pre-Filing Claims), this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on August 4, 2023 (the “**Claims Bar Date**”).

For Restructuring Period Claims (excluding Negative Notice Claims that are Restructuring Period Claims), this Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the later of (i) the date that is 30 days after the date on which the Monitor sends a General Claims Package or Negative Notice Claims Package with respect to a Restructuring Period Claim and (ii) the Claims Bar Date (the “**Restructuring Period Claims Bar Date**”).

Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email at one of the applicable addresses below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your Claims (except for any Claim outlined in any Statement of

⁵ If an individual is submitting this Proof of Claim form, have a witness to its certification.

Negative Notice Claim that may have been addressed to you) being forever barred and you will be prevented from making or enforcing such Claims against the Nordstrom Canada Entities. In addition, unless you have separately received a Statement of Negative Notice Claim from the Monitor in respect of any other Claim, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Nordstrom Canada Entities' CCAA proceedings with respect to any such Claims.

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

For Persons who have asserted Claims against the Nordstrom Canada Entities¹ and/or D&O Claims against the Directors and/or Officers of the Nordstrom Canada Entities

TO: [INSERT NAME AND ADDRESS OF CLAIMANT] (the "Claimant")

RE: Claim Reference Number: _____

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Nordstrom Canada Entities dated [May 30], 2023 (the "Claims Procedure Order"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada/>.

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that the Nordstrom Canada Entities, in consultation with the Monitor, have reviewed your Proof of Claim or D&O Proof of Claim and have revised or disallowed all or part of your purported Claim set out therein for voting and/or distribution purposes. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

Prefiling Claims

	Amount as submitted		Amount allowed by the Nordstrom Canada Entities for voting purposes:	Amount allowed by the Nordstrom Canada Entities for distribution purposes:
	Currency			
A. Unsecured		\$	\$	\$
B. Priority		\$	\$	\$
C. D&O Claim		\$	\$	\$
D. Total Claim		\$	\$	\$

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

Restructuring Period Claims

	Amount as submitted		Amount allowed by the Nordstrom Canada Entities for voting purposes:	Amount allowed by the Nordstrom Canada Entities for distribution purposes:
	Currency			
A. Unsecured		\$	\$	\$
B. Priority		\$	\$	\$
C. D&O Claim		\$	\$	\$
D. Total Claim		\$	\$	\$

Reasons for Revision or Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute your Claim specified in this Notice of Revision or Disallowance for voting and/or distribution purposes, you must, by no later than 5:00 p.m. (Toronto time) on the day that is **thirty (30) days after this Notice of Revision or Disallowance is deemed to have been received by you** (in accordance with paragraph 38 of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor (by prepaid ordinary mail, registered mail, courier, personal delivery or email) at the address listed below.

If you do not dispute this Notice of Revision or Disallowance in the prescribed manner and within the aforesaid time period, your Claim shall be deemed to be as set out herein.

If you agree with this Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

The address of the Monitor is set out below:

Alvarez & Marsal Canada Inc.,
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this ● day of ●, 2023.

ALVAREZ & MARSAL CANADA INC., solely in its
capacity as Court-appointed Monitor of the Nordstrom Canada Entities,
and not in its personal or corporate capacity

Per: _____

SCHEDULE "E"

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

**With respect to Claims against the Nordstrom Canada Entities¹ and/or
D&O Claims against the Directors and/or Officers of the Nordstrom Canada Entities**

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Nordstrom Canada Entities dated [May 30], 2023 (the "**Claims Procedure Order**"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

1. Particulars of the Holder of the Claim:

Claims Reference Number: _____

Full Legal Name of Claimant (include trade name, if different)

(the "**Claimant**")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

2. **Particulars of original Claimant from whom you acquired the Claim or D&O Claim (if applicable):**

Have you acquired this Claim by assignment?²

Yes: ☐

No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. **Dispute of Revision or Disallowance of Claim:**

The Claimant hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance dated _____, and asserts a Claim as follows:

Prefiling Claims

	Currency	Amount allowed by the Nordstrom Canada Entities in the Notice of Revision or Disallowance for voting/distribution purposes:	Amounts claimed by Claimant for voting/distribution purposes:
A. Unsecured			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
B. Priority			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
C. D&O Claim			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
D. Total Claim			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$

Restructuring Period Claims

	Currency	Amount allowed by the Nordstrom Canada Entities in the Notice of Revision or Disallowance for voting/distribution purposes:	Amounts claimed by Claimant for voting/distribution purposes:
A. Unsecured			

² Only select 'Yes' if you have been transferred the Claim being referenced herein from another Person.

<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
B. Priority			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
C. D&O Claim			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$
D. Total Claim			
<i>Voting</i>		\$	\$
<i>Distribution</i>		\$	\$

(Insert particulars of your Claim per the Notice of Revision or Disallowance, and the value of your Claim as asserted by you).

4. Reasons for Dispute:

Provide full particulars of why you dispute the Nordstrom Canada Entities' revision or disallowance of your Claim as set out in the Notice of Revision or Disallowance, and provide all supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by the affected Nordstrom Canada Entity to the Claimant and estimated value of such security. The particulars provided must support the value of the Claim as stated by you in item 3, above.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant submits this Notice of Dispute of Revision or Disallowance in respect of the Claim referenced above.
4. All available documentation in support of the Claimant's dispute is attached.

All information submitted in this Notice of Dispute of Revision or Disallowance must be true, accurate and complete. Filing false information relating to your Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

Signature: _____	Witness: _____
Name: _____	(signature) _____
Title: _____	(print) _____
Dated at _____ this _____ day of _____, 2023.	

This Notice of Dispute of Revision or Disallowance MUST be returned to and received by the Monitor at the below address by no later than 5:00 p.m. (Toronto time) on the day that is thirty (30) days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 38 of the Claims Procedure Order, a copy of which can be found on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>).

Delivery to the Monitor may be made by ordinary prepaid mail, registered mail, courier, personal delivery or email to the address below.

Alvarez & Marsal Canada Inc.,
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, YOUR CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

SCHEDULE "F"

STATEMENT OF NEGATIVE NOTICE CLAIM

●, 2023

[Name]

[Address]

Dear ●:

Re: Negative Notice Claims in the CCAA Proceedings of the Nordstrom Canada Entities¹
(Court File: CV-23-00695619-00CL)

Amount of Negative Notice Claim against [the applicable Nordstrom Canada Entity(ies)] has been assessed as a [secured/priority/unsecured] [pre-filing/restructuring period] claim in the amount of [C/US]\$●

The Nordstrom Canada Entities obtained creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") on March 2, 2023 pursuant to an order (as amended and restated, the "Initial Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") (the "CCAA Proceedings"). Pursuant to the Initial Order, the Court appointed Alvarez & Marsal Canada Inc. as monitor of the Nordstrom Canada Entities to, among other things, oversee the CCAA Proceedings (in such capacity, the "Monitor"). A copy of the Initial Order and other information relating to the CCAA Proceedings has been posted to <https://www.alvarezandmarsal.com/NordstromCanada> (the "Monitor's Website").

The purpose of this Statement of Negative Notice Claim is to inform you about your claim in the claims process (the "Claims Process") that was established by the Court pursuant to a Claims Procedure Order issued on [May 30], 2023 (the "Claims Procedure Order"). The Claims Procedure Order governs the process for the identification and quantification of certain claims against the Nordstrom Canada Entities and their directors and officers in the CCAA Proceedings. Capitalized terms used but not defined in this Statement of Negative Notice Claim shall have the meanings ascribed to them in the Claims Procedure Order. In the event of any inconsistency between the terms of this Statement of Negative Notice Claim and the terms of the Claims Procedure Order, the terms of the Claims Procedure Order will govern.

Claims Process

Under the Claims Procedure Order, the Monitor is required to send a notice prepared by the Nordstrom Canada Entities, in consultation with the Monitor, to each Negative Notice Claimant outlining the quantum of their Negative Notice Claim that the Nordstrom Canada Entities, in consultation with the Monitor, are prepared to allow for voting and/or distribution purposes in the Claims Process ("Statement of Negative Notice Claim").

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

This Statement of Negative Notice Claim contains the full amount of your Negative Notice Claim against the applicable Nordstrom Canada Entity(ies) that the Nordstrom Canada Entities, in consultation with the Monitor, will allow as an accepted Claim for voting and/or distribution purposes in the Claims Process, which Negative Notice Claim has been valued based on the books and records of the Nordstrom Canada Entities and any negotiations that the Nordstrom Canada Entities and/or the Monitor have had with you regarding the amounts owed by the applicable Nordstrom Canada Entity(ies) to you.

Your total Claim has been assessed by the Nordstrom Canada Entities, in consultation with the Monitor, as follows:

[For Known Employee Claimants only]

The Nordstrom Canada Entities and the Monitor have used the following personal information to calculate your Known Employee Claim:

Full Legal Name	
Date of Birth (MM/DD/YYYY)	
Management Level/Pay Band	
Employment Start Date (MM/DD/YYYY)	
Employment End Date (MM/DD/YYYY)	
Regular Wages for a Regular Work Week	
Province of Employment	
Duration of Working Notice	
Employee Trust Entitlements	

Your Known Employee Claim

Based on the above your Known Employee Claim is: \$●

This Claim has been calculated using the Known Employee Claim Methodology approved by the Court pursuant to the Claims Procedure Order and your personal information listed above.

[For Negative Notice Claimants that are not Known Employee Claimants]

Your Negative Notice Claim has been assessed as a [secured/priority/unsecured] [pre-filing/restructuring period] claim in the amount of [C/US]\$● against [the applicable

Nordstrom Canada Entity(ies)]. Details of your Claim, including any priority in respect thereof, are set out in the attached exhibit.

[For all Negative Notice Claimants]

If you agree with the Nordstrom Canada Entities' assessment of your Claim, you need not take any further action.

IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.

Disagreement with Assessment:

If you disagree with the assessment of your Negative Notice Claim set out in this Statement of Negative Notice Claim, you must complete and return to the Monitor a completed Notice of Dispute of Negative Notice Claim asserting a Claim in a different amount supported by appropriate documentation. A blank Notice of Dispute of Negative Notice Claim form is enclosed. The Notice of Dispute of Negative Notice Claim with supporting documentation disputing the within assessment of your Claim **must be received by the Monitor no later than 5:00 p.m. (Toronto time) on August 4, 2023 (the "Claims Bar Date"), or in the case of a Restructuring Period Claim, no later than 5:00 p.m. (Toronto time) on the later of (i) the date that is 30 days after the date on which this Negative Notice Claims Package was sent by the Monitor, and (ii) the Claims Bar Date (the "Restructuring Period Claims Bar Date").**

If no such Notice of Dispute of Negative Notice Claim is received by the Monitor by the applicable Bar Date, the amount of your Claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Statement of Negative Notice Claim for voting and/or distribution purposes.

Notices of Dispute of Claim must be delivered to the Monitor by registered mail, personal delivery, courier or email (in PDF format) at the address below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Important Deadlines:

If you do not file a Notice of Dispute of Negative Notice Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you will have no further right to dispute your Claim, which shall be allowed in the amount and Characterization set out herein, and you will be barred from filing any such dispute in the future.

This Statement of Negative Notice Claim does not affect any Claim other than the Negative Notice Claim referred to herein. This Statement of Negative Notice Claim is intended to include all Claims (as defined in the Claims Procedure Order) that you may have in accordance with the books and records of the Nordstrom Canada Entities, unless expressly stated otherwise. If you believe this Statement of Negative Notice Claim does not contain the entirety of your Negative Notice Claim, you must include your whole Claim in the Notice of Dispute of Negative Notice Claim.

If you believe you may have any Claims against any of the Nordstrom Canada Entities or any of their Directors and/or Officers that are not captured in whole or in part by this Statement of Negative Notice Claim, then you must submit a Proof of Claim or D&O Proof of Claim in respect of such Claims by the applicable Bar Date. Copies of the Proof of Claim and D&O Proof of Claim forms may be found at the Monitor's Website. **Claims against the Nordstrom Canada Entities (that are not Negative Notice Claims) and D&O Claims which are not received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, will be barred and extinguished forever.**

More Information:

If you have questions regarding the foregoing, you may contact the Monitor by phone (1-844-768-8244) or by email (nordstromcanada@alvarezandmarsal.com) or visit the Monitor's Website at <https://www.alvarezandmarsal.com/NordstromCanada>.

Yours truly,

SCHEDULE "G"

NOTICE OF DISPUTE OF NEGATIVE NOTICE CLAIM

For Negative Notice Claims against the Nordstrom Canada Entities¹

Capitalized terms used but not defined in this Notice of Dispute of Negative Notice Claim shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Nordstrom Canada Entities dated [May 30], 2023 (the "**Claims Procedure Order**"). You can obtain a copy of the Claims Procedure Order on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

1. Particulars of the Holder of the Claim:

Claims Reference Number: _____

Full Legal Name of Claimant (include trade name, if applicable)

(the "**Claimant**")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

2. **Particulars of original Negative Notice Claimant from whom you acquired the Claim (if applicable):**

Have you acquired this Claim from a Negative Notice Claimant by assignment?²

Yes: ☐

No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Negative Notice Claimant: _____

3. **Dispute of Negative Notice Claim:**

The Claimant hereby disagrees with the value of its Negative Notice Claim as set out in its Statement of Negative Notice Claim or referred to in its Employee Letter dated _____ and asserts a Claim as follows³:

Pre-Filing Claim

Negative Notice Claim	Applicable Debtor(s)	Currency	Amount Allowed or Referred to per Statement of Negative Notice Claim or Employee Letter:	Amount claimed by Claimant for voting purposes:	Amount claimed by Claimant for distribution purposes:
Priority			\$	\$	\$
Unsecured			\$	\$	\$
Total Claim			\$	\$	\$

Restructuring Period Claim

Negative Notice Claim	Applicable Debtor(s)	Currency	Amount Allowed or Referred to per Statement of Negative Notice Claim or Employee Letter:	Amount claimed by Claimant for voting purposes:	Amount claimed by Claimant for distribution purposes:
Priority			\$	\$	\$
Unsecured			\$	\$	\$
Total Claim			\$	\$	\$

² Only select 'Yes' if you have been transferred the Claim being referenced herein from another Person.

³ Employees who submit a Notice of Dispute of Negative Notice Claim are deemed to dispute their Claims for voting and distribution purposes unless otherwise specified in their Notice of Dispute of Negative Notice Claim. Accordingly, Employees may input the same amount in the 'Amount claimed for voting purposes' and 'Amount claimed for distribution purposes' columns.

(Insert particulars of your Claim as per the Statement of Negative Notice Claim or Employee Letter, and the value of your Claim(s) as asserted by you)

4. Reasons for Dispute:

Please describe the reasons and basis for your dispute of the amount or Characterization of your Claim as set out in your Statement of Negative Notice Claim or referred to in your Employee Letter. You may attach a separate schedule if more space is required. Provide all applicable documentation supporting your dispute, including any calculation of the amount, description of transaction(s) or agreement(s), name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by any Nordstrom Canada Entity to the Claimant and estimated value of such security. The particulars provided must support the value of the Claim as stated by you in item 3, above.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant submits this Notice of Dispute of Negative Notice Claim in respect of the Claim referenced above.
4. All available documentation in support of the Claimant's dispute is attached.

All information submitted in this Notice of Dispute of Negative Notice Claim must be true, accurate and complete. Filing false information relating to your Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

Signature: _____

Name: _____

Witness⁴: _____

(signature)

⁴ If an individual is submitting this Notice of Dispute of Negative Notice Claim, have a witness to its certification.

Title: _____	_____ (print)
Dated at _____ this _____ day of _____, 2023.	

This Notice of Dispute of Negative Notice Claim MUST be received by the Monitor no later than 5:00 p.m. (Toronto time) on August 4, 2023 (the "Claims Bar Date"), or in the case of a Restructuring Period Claim, no later than 5:00 p.m. (Toronto time) on the later of (i) the date that is 30 days after the date on which the Negative Notice Claims Package was sent by the Monitor, and (ii) the Claims Bar Date (the "Restructuring Period Claims Bar Date").

Notices of Dispute of Claim must be delivered to the Monitor by registered mail, personal delivery, courier or email (in PDF format) at the address below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

IF A NOTICE OF DISPUTE OF NEGATIVE NOTICE CLAIM IS NOT RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE STATEMENT OF NEGATIVE NOTICE CLAIM WILL BE BINDING ON YOU AND YOU WILL HAVE NO FURTHER RIGHT TO DISPUTE SUCH CLAIM.

SCHEDULE "H"

CLAIMANT'S GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF THE NORDSTROM CANADA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for claims against the Directors and/or Officers of the Nordstrom Canada Entities. If you have any additional questions regarding completion of the Proof of Claim, please contact the Monitor, whose contact information is set out below.

The D&O Proof of Claim form is ONLY for Claimants asserting a claim against any Directors and/or Officers of the Nordstrom Canada Entities, and NOT for claims against the Nordstrom Canada Entities themselves. For claims against the Nordstrom Canada Entities that are not covered in any Statement of Negative Notice Claim, please use the form titled "Proof of Claim Form for Claims Against the Nordstrom Canada Entities", which is available on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

Additional copies of the D&O Proof of Claim form may be found at the Monitor's website.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on [May 30], 2023 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern. Capitalized terms used in this D&O Proof of Claim Instruction Letter and not otherwise defined herein have the meanings ascribed to them in the Claims Procedure Order.

SECTION 1 – DEBTOR(S)

1. The full name and position of all the Directors or Officers (present and former) of the Nordstrom Canada Entities against whom the D&O Claim is asserted must be listed (see footnote 1 for a complete list of the Nordstrom Canada Entities). If there are insufficient lines to record each such name, attach a separate schedule indicating the required information.

SECTION 2A. – ORIGINAL CLAIMANT

2. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the Nordstrom Canada Entities' Directors or Officers.
3. The Claimant shall include any and all D&O Claims that it asserts against the Nordstrom Canada Entities' Directors or Officers in a single D&O Proof of Claim.
4. The full legal name of the Claimant must be provided.

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the D&O Claim has been assigned or transferred to another party, Section 2B, described below, must also be completed.
7. Unless the D&O Claim is validly assigned or transferred, all future correspondence, notices, etc., regarding the D&O Claim will be directed to the address and contact indicated in this section.

SECTION 2B. – ASSIGNEE, IF APPLICABLE

8. If the Claimant has assigned or otherwise transferred its claim, then Section 2B must be completed, and all documents evidencing such assignment or transfer must be attached.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Nordstrom Canada Entities, in consultation with the Monitor, are satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc., regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 – AMOUNT AND TYPE OF D&O CLAIM

12. If the D&O Claim is a Pre-Filing D&O Claim within the meaning of the Claims Procedure Order, then indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the space reserved for Pre-Filing D&O Claims in the Amount of Claim column, including interest, if applicable, up to and including March 2, 2023.²
13. If the D&O Claim is a Restructuring Period D&O Claim within the meaning of the Claims Procedure Order, then indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the space reserved for Restructuring Period D&O Claims (which is below the space reserved for Pre-Filing D&O Claims) in the Amount of Claim column.
14. If there are insufficient lines to record each D&O Claim amount, attach a separate schedule indicating the required information.

Currency

15. The amount of the D&O Claim must be provided in the currency in which it arose.
16. Indicate the appropriate currency in the Currency column.

² Interest accruing from and after the Filing Date (March 2, 2023) shall not be included in any Claim.

17. If the D&O Claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.

SECTION 4 – DOCUMENTATION

18. Attach to the D&O Proof of Claim form all particulars of the D&O Claim and all available supporting documentation, including amount and description of transaction(s) or agreement(s), and the legal basis for the D&O Claim against the specific Directors or Officers at issue.

SECTION 5 – CERTIFICATION

19. The person signing the D&O Proof of Claim should:
- (a) be the Claimant or an authorized representative of the Claimant;
 - (b) have knowledge of all of the circumstances connected with this claim;
 - (c) assert the claim against the Debtor(s) as set out in the D&O Proof of Claim and certify all available supporting documentation is attached; and
 - (d) if an individual is submitting the D&O Proof of Claim form, have a witness to its certification.
20. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Debtor(s) specified therein.

SECTION 6 – FILING OF D&O CLAIM AND APPLICABLE DEADLINES

21. If your D&O Claim is a Pre-Filing D&O Claim within the meaning of the Claims Procedure Order, the D&O Proof of Claim MUST be returned to and received by the Monitor on or before 5:00 p.m. (Toronto time) on August 4, 2023 (the “Claims Bar Date”).
22. If your D&O Claim is a Restructuring Period D&O Claim within the meaning of the Claims Procedure Order, the D&O Proof of Claim MUST be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the date (the “Restructuring Period Claims Bar Date”) that is the later of (i) the date that is 30 days after the date on which the Monitor sends a General Claims Package or Negative Notice Claims Package with respect to a Restructuring Period D&O Claim and (ii) the Claims Bar Date.
23. D&O Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email at one of the applicable addresses below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1

Canada

Attention: Nordstrom Canada Monitor

Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your D&O Claims being forever barred and you will be prevented from making or enforcing such D&O Claims against the Directors and Officers of the Nordstrom Canada Entities. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Nordstrom Canada Entities' CCAA proceedings with respect to any such D&O Claims.

SCHEDULE "I"

**D&O PROOF OF CLAIM FORM
FOR CLAIMS AGAINST
DIRECTORS OR OFFICERS OF THE NORDSTROM CANADA ENTITIES¹**

This form is to be used only by Claimants asserting a Claim against any Directors and/or Officers of the Nordstrom Canada Entities and NOT for Claims against the Nordstrom Canada Entities themselves. For Claims against the Nordstrom Canada Entities that are not captured in any Statement of Negative Notice Claim, please use the form titled "Proof of Claim Form for Claims Against the Nordstrom Canada Entities", which is available on the Monitor's website at <https://www.alvarezandmarsal.com/NordstromCanada>.

- 2. Name(s) and Position(s) of Officer(s) and/or Director(s) (the "Debtor(s)") the Claim is being made against:**

Debtor(s): _____

2A. Original Claimant (the "Claimant")

Legal Name of Claimant: _____	Name of Contact _____
Address _____	Title _____
_____	Phone # _____
_____	Fax # _____
City _____ Prov /State _____	Email _____
Postal/Zip Code _____	

2B. Assignee, if claim has been assigned

Legal Name of Assignee: _____	Name of Contact _____
Address _____	Title _____
_____	Phone # _____
_____	Fax # _____
City _____ Prov /State _____	Email _____
Postal/Zip Code _____	

¹ The "Nordstrom Canada Entities" are Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, Nordstrom Canada Holding II, LLC and Nordstrom Canada Leasing LP.

3. Amount and Type of D&O Claim

The Debtor(s) was/were and still is/are indebted to the Claimant as follows:

Name(s) of Director(s) and/or Officer(s)	Currency	Amount of Pre- Filing D&O Claim <i>(including interest, if applicable, up to March 2, 2023)</i>	Amount of Restructuring Period D&O Claim

4. Documentation

Provide all particulars of the D&O Claim and all available supporting documentation, including amount and description of transaction(s) or agreement(s), and the legal basis for the D&O Claim against the specific Directors or Officers at issue.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. All available documentation in support of this Claim is attached.

All information submitted in this D&O Proof of Claim form must be true, accurate and complete. Filing a false D&O Proof of Claim may result in your Claim being disallowed in whole or in part and may result in further penalties.

Signature: _____
Name: _____
Title: _____

Witness²:

(signature)

(print)

Dated at _____ this _____ day of _____, 2023.

² If an individual is submitting this D&O Proof of Claim form, have a witness to its certification.

6. Filing of Claims and Applicable Deadlines

For Pre-Filing D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on August 4, 2023 (the **"Claims Bar Date"**).

For Restructuring Period D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by 5:00 p.m. (Toronto Time) on the later of (i) the date that is 30 days after the date on which the Monitor sends a General Claims Package or Negative Notice Claims Package with respect to a Restructuring Period D&O Claim and (ii) the Claims Bar Date (the **"Restructuring Period Claims Bar Date"**).

D&O Proofs of Claim must be delivered to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or email at one of the applicable addresses below:

Alvarez & Marsal Canada Inc.
in its capacity as Court-appointed Monitor of the Nordstrom Canada Entities
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto ON M5J 2J1
Canada

Attention: Nordstrom Canada Monitor
Email: NordstromCanada@alvarezandmarsal.com

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m. on the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, WILL result in your D&O Claims being forever barred and you will be prevented from making or enforcing such D&O Claims against the Directors and Officers of the Nordstrom Canada Entities. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Nordstrom Canada Entities' CCAA proceedings with respect to any such D&O Claims.

SCHEDULE "J"
EMPLOYEE LETTER
[NORDSTROM CANADA LETTERHEAD]

Private & Confidential

Delivered via [Personal Email/Workday/Mailing Address]

June ●, 2023

[Employee Name]
[Employee Address]

Dear [First Name]:

Re. CCAA Proceedings – Notice of Claims Process

As you know, Nordstrom Canada Retail Inc. (the **"Company"**) and certain of its affiliates (collectively the **"Nordstrom Canada Entities"**) applied for and were granted protection from their creditors under the Companies' Creditors Arrangement Act (the **"CCAA"**) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated March 2, 2023 (as amended and restated, the **"Initial Order"**). As part of our commitment to keeping you informed during the CCAA proceedings, we are writing to provide an update.

On [May 30], 2023, the Court approved a claims process (the **"Claims Process"**) for dealing with outstanding claims against the Nordstrom Canada Entities. In consultation with the Court-appointed monitor, Alvarez & Marsal Canada Inc. (the **"Monitor"**), the Company has been working diligently with Employee Representative Counsel to assess and evaluate potential employee claims. As part of such process, the Company has reviewed and assessed your personal circumstances – including your total length of service, province of employment, store location, and the terms of your employment contract – and has determined that your legal entitlements have been fully satisfied as a result of [(i) the advanced notice you received and/or (ii) the payments from the Employee Trust that you received or are scheduled to receive]¹. In light of the above, it is the Company's position that no further payments are owing to you by any of the Nordstrom Canada Entities.

If you agree with the foregoing, no action is required on your part. If you disagree with our assessment, you must file a dispute notice in accordance with the Claims Process. Information regarding the Claims Process, including how to file a dispute notice, is available on the Monitor's website: <https://www.alvarezandmarsal.com/NordstromCanada>. For any questions regarding your legal entitlements, eligible employees can contact Employee Representative Counsel at NordstromCanada@upfhlaw.ca or 1-866-308-1771.

¹ Rationale to be updated based on circumstances.

We take this opportunity to thank you once again for your hard work and outstanding contributions to the Company. We wish you the greatest success in your future endeavours.

Sincerely,

Alix Box
Senior Vice President, Regional Manager

cc. Employee Representative Counsel

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

	<p><i>Ontario</i></p> <p>SUPERIOR COURT OF JUSTICE COMMERCIAL LIST</p> <p>Proceeding commenced at Toronto</p>
	<p>CLAIMS PROCEDURE ORDER</p> <p>OSLER, HOSKIN & HARCOURT, LLP 1 First Canadian Place, P.O. Box 50 Toronto, ON M5X 1B8</p> <p>Fax: 416.862.6666</p> <p>Tracy C. Sandler (LSO# 32443N) Tel: 416.862.5890 Email: tsandler@osler.com</p> <p>Jeremy Dacks (LSO# 41851R) Tel: 416.862.4923 Email: jdacks@osler.com</p> <p>Martino Calvaruso (LSO# 57359Q) Tel: 416.862.6665 Email: mcalvaruso@osler.com</p> <p>Marleigh Dick (LSO# 79390S) Tel: 416.862.4725 Email: mdick@osler.com</p> <p>Lawyers for the Applicants</p>

This is Exhibit “D” referred to in the Affidavit of Misti Heckel
sworn September 20, 2023.



Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

WIND-DOWN AGREEMENT

THIS WIND-DOWN AGREEMENT (the “**Agreement**”) is dated as of March 1, 2023, and shall be effective as of such date (the “**Effective Date**”) by and between Nordstrom, Inc., a corporation organized and existing under the laws of the State of Washington (“**Nordstrom US**”), and Nordstrom Canada Retail, Inc., a corporation incorporated under the laws of British Columbia (“**Nordstrom Canada**”), Nordstrom Canada Leasing LP, a limited partnership formed under the laws of Alberta (“**NCL**”), Nordstrom Canada Holdings, LLC, a Delaware limited liability company (“**NCH**”), and Nordstrom Canada Holdings II, LLC, a Delaware limited liability company (“**NCHII**”, and together with Nordstrom Canada, NCL, and NCH, the “**Nordstrom Canada Entities**”).

RECITALS

WHEREAS:

- A. Nordstrom US was party to (i) an inter-affiliate license and services agreement with Nordstrom Canada, effective as of February 3, 2019 (the “**License and Services Agreement**”), pursuant to which, inter alia, Nordstrom US (x) provided Nordstrom Canada with legal, finance, accounting, bill processing, payroll, human resources, merchandising, strategy and IT support services in support of Nordstrom Canada’s retail business operations; and (y) granted a non-exclusive, non-transferable license to use the Intellectual Property (as defined in the License and Services Agreement and which, for the avoidance of doubt, included trademarks owned by NIHC, Inc. and sublicensed to Nordstrom Canada pursuant to the License and Services Agreement) to Nordstrom Canada, and Nordstrom Canada provided Nordstrom US with services in respect of the Canadian retail operations and Nordstrom.ca operations; (ii) an inter-affiliate services agreement with NCH, effective as of October 10, 2016, pursuant to which Nordstrom US provided NCH with payroll, finance, accounting, treasury and legal services; (iii) an inter-affiliate services agreement with NCHII, effective as of October 10, 2016, pursuant to which Nordstrom US provided NCHII with payroll, finance, accounting, treasury and legal services; and (iv) an inter-affiliate services agreement with NCL, effective as of December 10, 2014, pursuant to which Nordstrom US provided NCL with legal, finance, accounting and tax, bill processing, payroll, human resources, property maintenance, operations, strategy, IT project support, site selection and construction management services (collectively, (i) through (iv), the “**Intercompany Agreements**”).
- B. The transfer pricing policy that was in effect as between Nordstrom US and Nordstrom Canada (the “**Transfer Pricing Policy**”) was reflected in Exhibit B of the License and Services Agreement, and provided that Nordstrom Canada and Nordstrom US would pay the other the US dollar amount necessary such that Nordstrom Canada, as a limited risk retailer, realized an arm’s length Rate of Return (defined in the License and Services Agreement as operating profit divided by net sales) within the range of 4.5% to 6.5%.
- C. The Nordstrom Canada Entities rely on strategic management, design, product development and manufacturing for Nordstrom-branded products, procurement, sourcing, sales and pricing services provided by Nordstrom US, as well as on administrative and other services, and, absent the continued provision of such services, the Nordstrom Canada

Entities would be required to immediately cease operations. Absent the financial support of Nordstrom US, the Nordstrom Canada Entities experienced losses during each year of operation.

- D. The Board of Directors of Nordstrom US determined to cease the financial and operational support that Nordstrom US has been providing to the Nordstrom Canada Entities and to terminate the Intercompany Agreements. Accordingly, on March 1, 2023, Nordstrom US issued a written notice of termination to each Nordstrom Canada Entity, advising that such Nordstrom Canada Entity's Intercompany Agreement would terminate at the end of the prescribed thirty (30) day notice period in accordance with the terms of such agreement (the "**Termination Notice Period**").
- E. As a result of such decision by Nordstrom US, the Nordstrom Canada Entities have determined that they cannot continue to operate as a going concern and have resolved to cease operations and wind-up their business.
- F. Nordstrom Canada, NCH and NCHII intend to file an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to commence proceedings (the "**CCAA Proceedings**") under the Companies' Creditors Arrangement Act pursuant to an initial order (as amended from time to time, the "**Initial Order**") and conduct an orderly wind-down of the business of the Nordstrom Canada Entities (the "**Wind-down**") and liquidation of their retail operations in the CCAA Proceedings. Nordstrom Canada, NCH and NCHII also intend to seek a stay in favour of, and an extension of the protections and authorizations of the Initial Order to, NCL, which would not be an applicant under the CCAA Proceedings. Alvarez & Marsal Canada, Inc. has consented to act as monitor of the Nordstrom Canada Entities in the CCAA Proceedings (in such capacity, the "**Monitor**").
- G. The Nordstrom Canada Entities have accordingly agreed to waive the Termination Notice Period, and in consideration for such waiver, among other things, Nordstrom US has agreed to (i) provide the Services (as defined below); and (ii) grant a limited and temporary non-exclusive, non-transferable license and sublicense, as applicable, to use the Intellectual Property in Canada, in each case, to Nordstrom Canada, on the terms and conditions set forth herein, solely in connection with and to support the Wind-down and the CCAA Proceedings.
- H. The parties to this Agreement desire that any intercompany agreements, including the Intercompany Agreements, and any transfer pricing policy or policies governing intercompany transactions, including the Transfer Pricing Policy, in all cases, currently in place or existing as of the Effective Date between Nordstrom US and any or all of the Nordstrom Canada Entities cease being effective as of the Effective Date.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERMINATION

Each Nordstrom Canada Entity hereby waives the Termination Notice Period provided for in its respective Intercompany Agreement only, such that each such Intercompany Agreement is hereby terminated and of no further force or effect as of the date hereof. Nordstrom US and the Nordstrom Canada Entities each hereby acknowledges and agrees to such waiver and termination.

2. SERVICES

(a) Services Provided to the Nordstrom Canada Entities

Nordstrom US hereby agrees to perform, through its own resources or through its contractual relationships with its U.S. affiliated legal entities (other than NCH and NCHII, the “**Nordstrom US Entities**”) or as provided by third parties pursuant to duly executed agreements, certain services for the Nordstrom Canada Entities, as further described on **Schedule A** hereto, all solely in connection with the Nordstrom Canada Entities’ CCAA Proceedings and the Wind-down (collectively, including any Additional Services (as defined below), the “**Services**”). The parties agree that, in consultation with the Monitor, the level of support and Services will reduce over time generally during the CCAA Proceedings and during the Wind-down to reflect the reduction in level of support and Services required by the Nordstrom Canada Entities as the CCAA Proceedings and the Wind-down advance towards their conclusion.

(b) Additional Services Provided by Nordstrom US

At the Nordstrom Canada Entities’ request, and with the consent of the Monitor, other services (“**Additional Services**”) may be provided or arranged by Nordstrom US pursuant to this Agreement.

(c) Standby Debtor-in-Possession Facility

Nordstrom US shall make available to the Nordstrom Canada Entities in the CCAA Proceedings a standby debtor-in-possession credit facility, on reasonable terms, of up to CAD\$15 million, upon the written request of the Nordstrom Canada Entities, in consultation with the Monitor.

(d) Services Provided to Nordstrom US

The Nordstrom Canada Entities hereby agree to perform, on an interim basis and with the consent of the Monitor, through their own resources or as provided by third parties pursuant to duly executed agreements, certain services for Nordstrom US, as further described on **Schedule A** hereto, during the CCAA Proceedings and the Wind-down. The parties agree that, in consultation with the Monitor, the level of such services will reduce over time generally during the CCAA Proceedings and during the Wind-down, as the CCAA Proceedings and the Wind-down advance towards their conclusion and Nordstrom US secures alternative sources for such services, as applicable. In consideration for the services provided by the Nordstrom Canada Entities, Nordstrom US agrees to pay to Nordstrom Canada, on behalf of the applicable Nordstrom Canada Entity providing such service, an arm’s length fee as agreed upon between Nordstrom US and Nordstrom Canada from time to time with the consent of the Monitor, which fee shall be set-off

and credited against the Fee (as defined below) payable by Nordstrom Canada, on behalf of the Nordstrom Canada Entities, to Nordstrom US for the applicable period.

(e) Nordstrom Canada / NCL

Nordstrom Canada and NCL are party to an inter-affiliate services agreement, effective as of December 10, 2014, pursuant to which Nordstrom Canada provides NCL with payroll, finance and accounting services, and NCL provides Nordstrom Canada with property management services (the “**Canadian Intercompany Agreement**”). Nordstrom Canada and NCL hereby acknowledge that the terms and conditions of the Canadian Intercompany Agreement remain in full force and effect as of the date hereof.

3. FEES

(a) Fees

In consideration for the Services and any related materials and property provided by Nordstrom US to the Nordstrom Canada Entities hereunder, Nordstrom Canada, on behalf of the Nordstrom Canada Entities, agrees to pay Nordstrom US an arm’s length fee (the “**Fee**”) as agreed upon between Nordstrom Canada and Nordstrom US from time to time with the consent of the Monitor. As reflected on **Schedule B** hereto, Nordstrom Canada and Nordstrom US anticipate that the Fee shall be adjusted from time to time, with the consent of the Monitor, to reflect the reduction in level of support and Services required by the Nordstrom Canada Entities during the CCAA Proceedings and during the Wind-down and any Additional Services provided during the Term (as defined below). Nordstrom Canada and Nordstrom US agree to review **Schedule B** hereto and the required level of the services set forth therein from time to time and will make any necessary adjustments as they mutually agree (including with respect to the level of services required by the Nordstrom Canada Entities after July 2023), with the consent of the Monitor.

(b) Payment of Fees

The Fee shall accrue and be charged on a monthly basis commencing as of the Effective Date and shall be paid, net of the fee payable by Nordstrom US to Nordstrom Canada for the corresponding period pursuant to Section 2(d), no later than ten (10) days after the end of each such month. The Fee shall be prorated for any period of less than one (1) month.

(c) Exclusive of Sales Taxes

All amounts payable by (i) Nordstrom Canada, on behalf of the Nordstrom Canada Entities, to Nordstrom US; and (ii) Nordstrom US to the Nordstrom Canada Entities (determined before any netting contemplated by Section 2(d) and Section 3(b)), pursuant to this Agreement do not include any value-added, sales, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges (collectively “**Sales Taxes**”), and all Sales Taxes are the responsibility and for the account of the payer (the “**Payer**”) of such fees. Subject to the following sentence, if Nordstrom US or any Nordstrom Canada Entity (the “**Collector**”) is required by law or by administration thereof to collect any applicable Sales Taxes, the Payer shall pay such Sales Taxes to the Collector concurrent with the payment of any consideration payable pursuant to this Agreement, unless the Payer qualifies for an exemption

from any such applicable Sales Taxes, in which case the Payer shall, in lieu of payment of such applicable Sales Taxes, deliver to the Collector such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed. The amount of any Sales Tax collectible by a Collector shall be included in the calculation of the net amount of the Fee payable pursuant to Section 3(a).

(d) Currency

All payments required herein shall be made in United States dollars (“**US Dollars**”) unless otherwise agreed by Nordstrom Canada and Nordstrom US. Any reported amount in currencies other than the US Dollar shall be translated into US Dollars at the prevailing bookkeeping rate used by Nordstrom Canada during the period in which the amount is recognized under the generally accepted accounting principles as applied by Nordstrom Canada for financial reporting purposes.

(e) Non-Residency

As Nordstrom US is a non-resident of Canada, as that term is defined in the Income Tax Act (Canada) (as amended from time to time, together with all regulations promulgated thereunder from time to time, the “**ITA**”), if Nordstrom Canada is required to withhold tax on payments to Nordstrom US in accordance with Section 3(f) and Section 3(g), then payments under this Agreement by Nordstrom Canada shall be reduced by the amount of such withholding taxes and Nordstrom Canada shall remit such withholding taxes to the applicable taxing authorities. Nordstrom Canada shall provide Nordstrom US with a copy of any information reporting forms required to be filed by Nordstrom Canada with the applicable taxing authorities on or before the filing due date for such forms. If, after Nordstrom Canada has paid such amounts, Nordstrom Canada receives a refund, rebate or credit on account of such taxes, then Nordstrom Canada shall promptly remit such refund, rebate or credit amount to Nordstrom US.

(f) Regulation 105

- (i) Subject to the terms of Section 3(f)(ii) and Section 3(f)(iii) hereof, where Nordstrom Canada makes a payment to Nordstrom US for Services rendered by Nordstrom US inside Canada, Nordstrom Canada shall reduce the gross payment amount allocable to such Services by 15% of the gross payment amount pursuant to Regulation 105 of the ITA and shall remit such withheld amount to the applicable taxing authorities. A further 9% of the gross payment amount will be withheld and remitted to the applicable taxing authorities if the Services are provided in the province of Quebec.
- (ii) Where Nordstrom Canada is required to make a payment to Nordstrom US for Services rendered by Nordstrom US in whole or in part inside Canada, Nordstrom Canada shall withhold all applicable amounts as outlined in Section 3(f)(i) on the entire payment unless Nordstrom US provides Nordstrom Canada, within ten (10) days of the request for payment from Nordstrom Canada, with records evidencing the portion of the required payment that is in respect of the Services rendered by Nordstrom US inside Canada. If such records are timely provided, Nordstrom Canada shall

withhold all applicable amounts as outlined in Section 3(f)(i) on the payment that is in respect of Services rendered by Nordstrom US inside Canada.

- (iii) Where Nordstrom Canada is required to make a payment to Nordstrom US for any amounts invoiced (or otherwise charged) by Nordstrom US's consultants or other service providers in respect of Services provided to Nordstrom Canada, Nordstrom Canada shall withhold all applicable amounts on the payment as outlined in Section 3(f)(i) unless Nordstrom US provides Nordstrom Canada, within ten (10) days of the request for payment from Nordstrom Canada, with records evidencing that the required payment is a reimbursement of amounts invoiced (or otherwise charged) by Nordstrom US's consultants or other service providers in respect of Services provided to Nordstrom Canada outside of Canada.
- (iv) Where prior to any applicable payment by Nordstrom Canada to Nordstrom US, Nordstrom US has furnished Nordstrom Canada with a valid waiver issued by the tax authorities either reducing or eliminating the requirement to withhold tax for the services in question, Nordstrom Canada will take into account any relief provided by the applicable waiver, and reduce its withholding obligation accordingly, however only in the circumstances where Nordstrom Canada determines such reduction is appropriate and in accordance with the provisions of the applicable waiver.

(g) Withholding Taxes

In the event that any withholding taxes or other duties are levied on any payments due to Nordstrom US from Nordstrom Canada (other than those covered in Section 3(f)), Nordstrom Canada intends to fully comply with its requirements and remit such withholding taxes to the applicable taxing authorities. Nordstrom Canada will take into account any relief provided by an applicable income tax convention, and reduce its withholding obligation accordingly, however only in the circumstances where Nordstrom Canada determines such reduction is appropriate and in accordance with the provisions of the applicable income tax convention. Nordstrom Canada shall not be required to pay Nordstrom US any additional amount in respect to taxes withheld by Nordstrom Canada on payments made to Nordstrom US and, as outlined in Section 3(e), shall pay to Nordstrom US each amount due on which such withholding taxes or other duties are levied as a net amount. Where Nordstrom US is eligible to receive a reduced rate of tax or exemption provided by an applicable income tax convention in respect of a payment made by Nordstrom Canada to Nordstrom US, Nordstrom US will complete and retain the Canadian tax Form NR301 (DECLARATION OF ELIGIBILITY FOR BENEFITS UNDER A TAX TREATY FOR A NON-RESIDENT TAXPAYER) as support for residency requirements under the applicable income tax convention.

(h) Transfer Pricing Policies

Any transfer pricing policy or policies governing intercompany transactions, including the Transfer Pricing Policy, currently in place or existing as of the Effective Date between Nordstrom

US and any of the Nordstrom Canada Entities are hereby terminated and shall cease to be in effect as of the Effective Date.

4. LIMITED LICENSE TO USE INTELLECTUAL PROPERTY

(a) Grant of License to Nordstrom Canada

During the Term, Nordstrom US grants to Nordstrom Canada an irrevocable, non-exclusive, non-transferable license or sublicense, as applicable, to use the Intellectual Property as used by Nordstrom Canada as of the Effective Date in Canada for all legal purposes in connection with the Wind-down and the CCAA Proceedings, subject to and upon the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein contained, Nordstrom US and Nordstrom Canada agree that the rights granted herein and the restrictions herein contained shall be subject to the laws of Canada and all rules, regulations, directives, laws and legislation associated therewith as the same may be in force from time to time.

(b) Consent of Nordstrom US

Nordstrom Canada shall not sublicense, make available or otherwise transfer any of its rights in the Intellectual Property hereunder without the prior written consent of Nordstrom US. Notwithstanding the foregoing, Nordstrom US acknowledges and agrees that Nordstrom Canada intends to engage a liquidator (the “**Liquidator**”) to assist in running a liquidation sale of inventory and furniture, fixtures and equipment (the “**Liquidation Sale**”) in support of the Wind-down, and that such Liquidator and Liquidation Sale shall be approved by the Court in the CCAA Proceedings. Nordstrom Canada shall be entitled, subject to the terms hereof, to sublicense the Intellectual Property to such Liquidator for use only to the extent and duration required in the Liquidator’s operation of the Liquidation Sale.

(c) Use

Nordstrom Canada shall not use or cause any third party to use the Intellectual Property in any manner that (i) contravenes any law, code, statute or regulation; (ii) impairs the validity or enforceability of the Intellectual Property; (iii) impairs the quality or appearance of the products or services sold and provided by Nordstrom US with which the Intellectual Property is used; or (iv) disparages the Intellectual Property or any of the Nordstrom US Entities, it being acknowledged and agreed that certain merchandise of Nordstrom Canada that includes or makes use of the Intellectual Property will be sold at a discount during the Liquidation Sale. Without limitation, Nordstrom Canada shall use the Intellectual Property at all times in accordance with at least the same standards of quality, appearance, service and other standards that were observed by Nordstrom Canada immediately prior to the Effective Date in connection with its operations and pursuant to the License and Services Agreement. Nordstrom Canada agrees that all proprietary right, title, interest and goodwill in any Intellectual Property shall inure to the benefit of Nordstrom US (or its licensors), that the uses of the Intellectual Property by Nordstrom Canada shall not create any interest or right express or implied or otherwise, in the Intellectual Property in any Nordstrom Canada Entity except as set forth in this Agreement, and that the Nordstrom Canada Entities do not and will not assert any claim to any ownership thereof. If, by operation of law, or otherwise, any Nordstrom Canada Entity is deemed to or appears to own any property rights in the Intellectual Property owned by any Nordstrom US Entity, the Nordstrom Canada Entities shall, at Nordstrom

US's request, execute any and all documents necessary to confirm or otherwise establish Nordstrom US's (or its designee) rights therein. Nordstrom US is free to use, or license others to use, the Intellectual Property in any manner whatsoever.

(d) Preservation, Protection & Return or Destruction

- (i) The Nordstrom Canada Entities shall, where commercially reasonable, cause any displays or other signage with the Intellectual Property to bear such notices as Nordstrom US may reasonably request.
- (ii) The Nordstrom Canada Entities shall use all commercially reasonable efforts to (A) return to Nordstrom US or destroy, or cause to be returned to Nordstrom US or destroyed, in each case, at the election of Nordstrom US, all inventory, signage, tagging, labels, goods, furniture, fixtures and equipment of the Nordstrom Canada Entities that include any Intellectual Property and remain with the Nordstrom Canada Entities upon the conclusion of the Liquidation Sale (the "**Remaining Branded Goods**"); provided that, Nordstrom US shall pay (x) such arm's length consideration as agreed upon between Nordstrom US and Nordstrom Canada with the consent of the Monitor for the Remaining Branded goods to be returned to Nordstrom US, and (y) the reasonable and documented costs for the destruction of the Remaining Branded Goods to be destroyed, and (B) enter into an agreement with the Liquidator that provides for the matters set forth in Section 4(d)(ii)(A).

5. TERM AND TERMINATION

(a) Term

This Agreement shall commence as of the Effective Date and shall continue in effect until the earlier of: (i) the date on which the stay of proceedings in favour of the Nordstrom Canada Entities pursuant to the Initial Order finally expires without being extended; (ii) the date on which the CCAA Proceedings are terminated; or (iii) the date that this Agreement is terminated in accordance with its terms; provided that, Nordstrom US and the Nordstrom Canada Entities, in consultation with the Monitor, may agree to a later date of termination of this Agreement (the period during which this Agreement is in effect, the "**Term**").

(b) Termination

This Agreement may be terminated by mutual agreement among the parties and with the consent of the Monitor.

(c) Consequences upon Termination

Upon termination or expiration of this Agreement, the parties shall continue to be bound by the provisions of Section 3 (Fees), Section 6 (Limitation of Liability), Section 7 (Confidentiality), Section 8 (Cooperation), Section 9 (Compliance with Laws), Section 11 (Relationship Between the Parties), and Section 12 (Miscellaneous). Further, in the event of the termination of this

Agreement under any of its provisions, the parties shall not be relieved of their liabilities accruing up to the time of termination.

6. LIMITATION OF LIABILITY

(a) Nordstrom Canada's Liability

The Nordstrom Canada Entities will indemnify, defend and hold Nordstrom US harmless from and against any and all claims, demands, suits, losses, damages and liabilities (including, without limitation, interest and reasonable attorneys' fees) arising out of or resulting from any failure by any of the Nordstrom Canada Entities to comply with any law, ordinance or regulation applicable to its business or a breach of this Agreement by any of the Nordstrom Canada Entities.

(b) Nordstrom US's Liability

Nordstrom US will indemnify, defend and hold the Nordstrom Canada Entities harmless from and against any and all claims, demands, suits, losses, damages and liabilities (including, without limitation, interest and reasonable attorneys' fees) arising out of or resulting from Nordstrom US's failure to comply with any law, ordinance, or regulation applicable to its business or Nordstrom US's breach of this Agreement.

(c) Notice

A party's obligation to defend and indemnify the other hereunder is subject to the conditions that the party seeking indemnification promptly notifies the other party in writing of any such claim, the party seeking indemnification cooperates fully in defense of the claim and the indemnifying party has control of the defense of the claim.

7. CONFIDENTIALITY

Each party agrees to hold in confidence and otherwise not disclose or make available to any third party (other than to such party's employees, accountants, attorneys, agents and other representatives on a need-to-know basis) any Confidential Information. For purposes of this Agreement, "**Confidential Information**" means all documents, records, data and information maintained or otherwise revealed in connection with the performance of this Agreement. The parties' obligations under this Agreement regarding Confidential Information shall not apply to any Confidential Information which (a) was known by the party before it was disclosed and was not subject to any obligation of confidentiality; (b) was in the public domain or entered the public domain through no fault of the party; or (c) must be disclosed by virtue of the CCAA Proceedings (including the terms and existence of this Agreement), as required by law or regulatory authorities with valid jurisdiction over such party, or pursuant to a court order or ruling.

8. COOPERATION

(a) Mutual Assistance

The parties agree to mutually assist one another (i) to ensure that the Services and other services and support provided under this Agreement are satisfactorily performed; and (ii) to defend any claims.

(b) Books and Records

The parties shall at all times keep complete and accurate books and records related to the Services and other services and support provided hereunder. Upon reasonable notice and during usual business hours, Nordstrom US may review, inspect and audit the relevant books and records of the Nordstrom Canada Entities, and Nordstrom Canada, in consultation with the Monitor, may review, inspect and audit the relevant books and records of Nordstrom US to ascertain compliance with this Agreement. Any such review, inspection or audit of books and records may be undertaken through an agent or employee of the party or by independent certified public accountants or counsel designated by such party. Each party is responsible for its own expenses incurred in any review, inspection or audit sought by it and conducted in accordance with this Section. For greater certainty, Nordstrom US agrees to provide the Monitor and its advisors with access to any books and records relating to the Nordstrom Canada Entities or Nordstrom US as the Monitor may reasonably require in order to complete the Wind-down and the administration of the Nordstrom Canada Entities' estates.

9. COMPLIANCE WITH LAWS

(a) Compliance with the Law

- (i) Nordstrom US must strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Nordstrom US further agrees to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations (collectively "**Authorizations**") required under applicable law or order in order for Nordstrom US to perform its obligations under this Agreement. The Nordstrom Canada Entities will provide Nordstrom US with such assistance as Nordstrom US may reasonably request in making or obtaining any such Authorizations.
- (ii) Each of the Nordstrom Canada Entities undertakes to obtain all licenses, permits or approvals required by any governmental authority in connection with the Wind-down and Liquidation Sale, including compliance with all applicable rules, policies and procedures of any governmental authority in the United States or Canada. Nordstrom US and each of the Nordstrom Canada Entities each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such licenses, permits and approvals, and to take timely action to obtain all required import and export documents.

(b) Changes in the Law

Nordstrom US will inform each of the Nordstrom Canada Entities of all actual and anticipated changes in the law or regulatory environment that might have an impact on the provision of Services under this Agreement.

10. REPRESENTATIONS**(a) Nordstrom Canada's Representations**

- (i) Nordstrom Canada represents that it is an unlimited company formed under and governed by the laws of British Columbia in good standing under the laws of such jurisdiction and that the officers of Nordstrom Canada are authorized to execute this Agreement on behalf of Nordstrom Canada.
- (ii) Nordstrom Canada is duly registered under Subdivision (d) of Division V of Part IX of the Excise Tax Act (Canada) ("ETA") with respect to the goods and services tax and harmonized sales tax and its registration number is 845592500RT0001.

(b) NCH's Representations

- (i) NCH covenants and represents on its own behalf that it is a limited liability company formed under and governed by the laws of Delaware in good standing under the laws of such jurisdiction and that the officers of NCH are authorized to execute this Agreement on behalf of NCH.
- (ii) NCH represents, in its capacity as the general partner of NCL, that (A) NCL is a limited partnership formed under and governed by the laws of Alberta in good standing under the laws of such jurisdiction and that the officers of NCH are authorized to execute this Agreement on behalf of NCL, and (B) NCL is duly registered under Subdivision (d) of Division V of Part IX of the ETA with respect to the goods and services tax and harmonized sales tax and its registration number is 848390035RT0001.

(c) NCHII's Representations

- (i) NCHII represents that it is a limited liability company formed under and governed by the laws of Delaware in good standing under the laws of such jurisdiction and that the officers of NCHII are authorized to execute this Agreement on behalf of NCHII.

(d) Nordstrom US's Representations

Nordstrom US represents that:

- (i) it is a Washington corporation and is qualified to do business under the laws of such jurisdiction and that the officers of Nordstrom US are authorized to execute this Agreement on Nordstrom US's behalf;
- (ii) Nordstrom US either owns the exclusive right, title and interest in and to the Intellectual Property or has the right to grant to Nordstrom Canada the license or sublicense, as applicable, to use the Intellectual Property as provided in this Agreement;

- (iii) to the knowledge of Nordstrom US, (A) all of the Intellectual Property is valid and enforceable, and (B) the use of any Intellectual Property does not infringe any rights of third parties;
- (iv) it is not registered under Subdivision (d) of Division V of Part IX of the ETA with respect to the goods and services tax and harmonized sales tax; and
- (v) it is a resident of the United States and a “qualifying person” for purposes of the Canada-United States Income Tax Convention.

11. RELATIONSHIP BETWEEN THE PARTIES

Each of Nordstrom US, in providing Services and any related materials and property to the Nordstrom Canada Entities hereunder, and the Nordstrom Canada Entities, in providing any services contemplated herein to Nordstrom US, is acting only as an independent contractor. The parties agree that the relationship between them is not that of partners (except for the relationship between NCH and NCL) and, except as expressly authorized in writing or pursuant to the terms of this Agreement, none of the parties has the authority to act on behalf of or bind any other party (except for the relationship between NCH and NCL). Nordstrom US has the sole right and obligation to supervise, manage, direct and perform the Services, unless otherwise provided herein.

12. MISCELLANEOUS

(a) Governing Law; Venue

This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the Court with respect to any dispute or determination relating to this Agreement.

(b) Amendments

No provision of this Agreement shall be amended or waived except by a written agreement executed by the parties hereto and with the consent of the Monitor.

(c) Severability

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) Headings and Section References

The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

(e) No Strict Construction

The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(f) Including

Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

(g) Number and Gender

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(h) Entire Agreement

This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, manager, employee or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein.

(i) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto. This Agreement may not be assigned by any party without the prior written consent of the other parties. This Agreement shall cease to be effective and shall automatically terminate if any of the Nordstrom Canada Entities or any assignee of the applicable Nordstrom Canada Entity is not an Affiliate of Nordstrom US (and the Nordstrom Canada Entities hereby waive any application of the stay of proceedings granted in the CCAA Proceedings on such termination). “**Affiliate**” means any other Person (where “**Person**” means any individual, corporation, partnership, limited liability company, unlimited liability company, joint venture, association, joint-stock company, trust or other entity or organization, including a government or political subdivision, agency or instrumentality thereof) directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “**control**” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership or control, directly or indirectly, of a majority of the outstanding voting securities, through the right to elect a majority of the board of directors, board of managers or other body charged with management thereof, by contract or otherwise, and the terms “controlling” and “controlled” have meanings relative to the foregoing.

(j) Further Assurances

- (i) The parties agree, upon the reasonable request of the other, to execute, acknowledge and deliver any and all such further instruments, and to do and perform any and all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement. The parties agree to mutually assist one another to ensure that any services provided under this Agreement and the license of Intellectual Property contemplated herein, are performed in accordance with the terms and conditions in this Agreement.
- (ii) The Nordstrom Canada Entities agree to cooperate with Nordstrom US to give information to Nordstrom US and provide Nordstrom US with access to their respective shareholders, members, directors, officers, employees, agents and affiliates as necessary for the performance of the Services.

(k) Notices

All notices required by this Agreement shall be in writing to the addresses set forth below, or such other addresses as may be designated in writing by the respective party. Any notices shall be deemed effectively given when received by the other party.

If to the Nordstrom Canada Entities:

Misti Heckel

c/o Osler, Hoskin & Harcourt LLP
Attention: Tracy Sandler
1 First Canadian Place
100 King St., West, Suite 6200
Toronto, ON M5X 1B8
Email: tsandler@osler.com

If to Nordstrom US:

Michael Maher

c/o Fasken Martineau DuMoulin LLP
Attention: Aubrey Kauffman
Bay Adelaide Centre
333 Bay Street, Suite 2400, P.O. Box 20
Toronto, ON M5H 2T6
Email: akauffman@fasken.com

(l) Counterparts

This Agreement may be executed in counterparts and delivered by means of facsimile, portable document format (PDF) or other electronic means, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NORDSTROM, INC.

By: Michael Maher
 Name: Michael Maher
 Title: Interim Chief Financial Officer
 and Chief Accounting Officer

NORDSTROM CANADA RETAIL, INC.

By: Misti Heckel
 Name: Misti Heckel
 Title: President

**NORDSTROM CANADA LEASING
 LP, an Alberta limited partnership**

By: Nordstrom Canada Holdings, LLC, its
 General Partner

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

NORDSTROM CANADA HOLDINGS, LLC

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

**NORDSTROM CANADA
 HOLDINGS II, LLC**

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

SCHEDULE A

The following Services will be provided by Nordstrom US to the Nordstrom Canada Entities:

- i. Accounting, accounts payable, financial reporting, finance
- ii. Assets protection
- iii. Cash management
- iv. Communication and public relations
- v. Human resources and payroll
- vi. Office administration
- vii. Risk management and legal
- viii. Tax compliance
- ix. IT
- x. Real estate
- xi. Merchandising and procurement
- xii. Store management
- xiii. Loss prevention
- xiv. Insurance
- xv. Customer service
- xvi. Store design and construction
- xvii. Treasury
- xviii. Internal audit
- xix. International administration
- xxi. Other ad hoc consulting requests by Nordstrom Canada

The following services will be provided by the Nordstrom Canada Entities to Nordstrom US:

- i. Human resources
- ii. IT
- iii. Communications

SCHEDULE B

The Fee (as defined in Section 3(a) of the Agreement) for the Services paid by Nordstrom Canada to Nordstrom US will reduce over time generally as follows to reflect the reduction in level of support and Services required by the Nordstrom Canada Entities:

Time Period (month end)	Estimated Services Charge (net)
March 31, 2023	CAD\$2,300,000
April 30, 2023	CAD\$1,600,000
May 31, 2023	CAD\$1,400,000
June 30, 2023	CAD\$700,000
July 31, 2023	CAD\$300,000
Total	CAD\$6,300,000

This is Exhibit “E” referred to in the Affidavit of Misti Heckel
sworn September 20, 2023.



Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the June 8, 2023,

BETWEEN

NORDSTROM, INC. ("Nordstrom US")

- and -

NORDSTROM CANADA RETAIL, INC., NORDSTROM CANADA LEASING LP, NORDSTROM CANADA HOLDINGS, LLC and NORDSTROM CANADA HOLDINGS II, LLC (collectively, the "**Nordstrom Canada Entities**", and together with Nordstrom US, the "**Parties**")

RECITALS:

- A. The Parties entered into a wind-down agreement dated as of March 1, 2023 (the "**Wind-down Agreement**"), pursuant to which, among other things, Nordstrom US agreed to provide the Services and to grant a limited and temporary nonexclusive, non-transferable license to use the Intellectual Property in Canada, in each case, to the applicable Nordstrom Canada Entities, on the terms and conditions set forth therein and solely in connection with and to support the Wind-down and the CCAA Proceedings, which commenced on March 2, 2023, in exchange for the fees payable to Nordstrom US as set forth in the Wind-down Agreement.
- B. The Parties wish to amend the terms and conditions of the Wind-down Agreement in accordance with the terms hereof.
- C. Capitalized terms used herein shall have the meanings ascribed thereto in the Wind-down Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

- I. Section 8(b) of the Wind-down Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Books and Records

The parties shall at all times keep complete and accurate books and records related to the Services and other services and support provided hereunder. Upon reasonable notice and during usual business hours, Nordstrom US may review, inspect and audit the relevant books and records of the Nordstrom Canada Entities, and Nordstrom Canada, in consultation with the Monitor, may review, inspect and audit the relevant books and records of Nordstrom US to ascertain compliance with this Agreement. Any such review, inspection or audit of books and records may be undertaken through an agent or employee of the party or by independent certified public accountants or counsel designated by such party. Each party is responsible for its own expenses

incurred in any review, inspection or audit sought by it and conducted in accordance with this Section. As part of the Services provided to the Nordstrom Canada Entities, Nordstrom US shall maintain all books and records of the Nordstrom Canada Entities for as long as necessary to provide the Services and to otherwise comply with legal obligations applicable to the Nordstrom Canada Entities or Nordstrom US. For greater certainty, Nordstrom US agrees to provide the Monitor and its advisors with access to any books and records relating to the Nordstrom Canada Entities or Nordstrom US as the Monitor may reasonably require in order to complete the Wind-down and the administration of the Nordstrom Canada Entities' estates. Nordstrom US acknowledges that the Nordstrom Canada Entities' books and records may contain personal information of employees, customers or other individuals, and agrees to comply with applicable privacy laws with respect to the retention of such information, and implement reasonable physical, technical and administrative safeguards designed to protect such information from loss and unauthorized access, use, disclosure and other processing. Nordstrom US shall not use or retain the books and records (including any personal information) for any purpose other than to provide the Services hereunder or to otherwise comply with legal obligations applicable to the Nordstrom Canada Entities or Nordstrom US."

2. Schedule A of the Wind-down Agreement is hereby amended by adding the following new "xxii." under the heading "The following Services will be provided by Nordstrom US to the Nordstrom Canada Entities:"

"xxii. Retention of books and records, including personal information of Nordstrom Canada employees, customers and other individuals"
3. Save and except to the extent amended by the terms of this Amending Agreement, the Wind-down Agreement remains in full force and effect, unamended. As used in the Wind-down Agreement, the terms "Agreement," "this Agreement," "this Wind-down Agreement," "herein," "hereto," "hereof," and words of similar import, shall, unless the context otherwise requires, mean the Wind-down Agreement as modified by this Amending Agreement.
4. This Amending Agreement shall be binding upon and enure to the benefit of the Parties and each of their respective successors and assigns. Neither this Amending Agreement nor any of the rights or obligations under this Amending Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.
5. This Amending Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.
6. This Amending Agreement may be executed in counterparts and delivered by means of facsimile, portable document format (PDF) or other electronic means, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement as of the date first written above.

NORDSTROM, INC.

By: 
Name: Cathy Smith
Title: CFO

NORDSTROM CANADA RETAIL, INC.

By: 
Name: Brian DeFoe
Title: Secretary

NORDSTROM CANADA LEASING LP,
an Alberta limited partnership

By: Nordstrom Canada Holdings, LLC, its
General Partner

By: 
Name: Brian DeFoe
Title: Secretary

NORDSTROM CANADA HOLDINGS, LLC

By: 
Name: Brian DeFoe
Title: Secretary

NORDSTROM CANADA HOLDINGS II, LLC

By: 
Name: Brian DeFoe
Title: Secretary

**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

AFFIDAVIT OF MISTI HECKEL

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Lawyers for the Applicants

TAB 3

Court File No. CV-23-00695619-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEDNESDAY, THE 27 th
)	
CHIEF JUSTICE MORAWETZ)	DAY OF SEPTEMBER, 2023

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

ORDER
(Stay Extension and Other Relief)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order: (i) extending the Stay Period (as defined in paragraph 15 of the Amended and Restated Initial Order dated March 10, 2023, the "**ARIO**"); (ii) authorizing the procedure for the termination and wind-up of the Employee Trust and granting certain releases; and (iii) discharging the KERP Charge (as defined in paragraph 40 of the ARIO), was heard this day by judicial video-conference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Misti Heckel sworn September 20, 2023 including the exhibits thereto (the "**Sixth Heckel Affidavit**"), the Sixth Report of Alvarez & Marsal Canada Inc., in its capacity as monitor (the "**Monitor**"), dated September ●, 2023, and on hearing the submissions of respective counsel for the Nordstrom Canada Entities, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● sworn September ●, 2023, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the ARIO and the Sixth Heckel Affidavit, as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including December 22, 2023.

EMPLOYEE TRUST

4. **THIS COURT ORDERS** that the form of Employee Trust Termination Certificate attached as Schedule “A” hereto is hereby approved.

5. **THIS COURT ORDERS** that the Monitor shall deliver to the Settlor, the Trustee, the Administrator, Nordstrom Canada and Employee Representative Counsel the Employee Trust Termination Certificate upon receipt of:

- (a) written confirmation from the Trustee, the Administrator and the Settlor that there are no further actions required of the Trustee, the Administrator and the Settlor, as applicable, under the Trust Agreement, including with respect to the payment of all remaining commitments for Eligible Employee Claims (as defined in the Trust Agreement) pursuant to Article 2 of the Trust Agreement; and

- (b) written confirmation of consent from the Trustee, the Administrator, the Settlor, Nordstrom Canada and Employee Representative Counsel, respectively, to the termination and wind-up of the Employee Trust.

6. **THIS COURT ORDERS** that upon delivery of the executed Employee Trust Termination Certificate in accordance with paragraph 5 above:

- (a) any remaining Trustee Fees, Trustee Expenses, Administrator Fees and Administrator Expenses (each as defined in the Trust Agreement) shall be paid in accordance with the Trust Agreement. Any amounts remaining in the Employee Trust after the payment of all such fees and expenses shall be returned to the Settlor;
- (b) the Trustee, the Settlor and the Administrator shall be, and shall be deemed to be, fully, finally and irrevocably released and discharged from all of their respective obligations under the Trust Agreement and from any and all claims relating to their activities as Trustee, Settlor and Administrator, respectively; and
- (c) the Employee Trust shall be, and shall be deemed to be, wound-up and terminated.

7. **THIS COURT ORDERS** that the Monitor is hereby directed to file the Employee Trust Termination Certificate with the Court as soon as reasonably practicable upon receipt of the confirmations set out in paragraph 5 above. Once filed, the Monitor shall post a copy of the Employee Trust Termination Certificate on the Monitor's Website and provide a copy to the Service List.

8. **THIS COURT ORDERS** that the Monitor may rely on written confirmations (including by e-mail) from the Trustee, the Administrator, the Settlor, Nordstrom Canada and Employee Representative Counsel regarding the delivery of the Employee Trust Termination Certificate and shall have no liability with respect to delivery of the Employee Trust Termination Certificate.

KERP CHARGE

9. **THIS COURT ORDERS** that the KERP Charge shall be hereby terminated, released and discharged as of the date of this Order.

GENERAL

10. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in the United States of America, or in any other foreign jurisdiction, to give effect to this Order and to assist the Nordstrom Canada Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such orders and to provide such assistance to the Nordstrom Canada Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Nordstrom Canada Entities and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.

Chief Justice Geoffrey B. Morawetz

SCHEDULE “A”**FORM OF EMPLOYEE TRUST TERMINATION CERTIFICATE**

Court File No. CV-23-00695619-00CL

**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

EMPLOYEE TRUST TERMINATION CERTIFICATE**RECITALS:**

A. All undefined terms in this Employee Trust Termination Certificate have the meanings ascribed to them in the Order (Stay Extension & Other Relief) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 27, 2023 (the “**Order**”) in the proceedings of Nordstrom Canada Retail, Inc. et al. under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Order, the Court ordered, among other things, that the Employee Trust shall be, and shall be deemed to be, wound-up and terminated upon the delivery of this Employee Trust Termination Certificate by the Monitor to the Settlor, the Trustee, the Administrator, Nordstrom Canada and Employee Representative Counsel.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the written confirmations from the Trustee, the Administrator, the Settlor, Nordstrom Canada and Employee Representative Counsel, in form and substance satisfactory to the Monitor, set forth in paragraph 5 of the Order.

2. This Employee Trust Termination Certificate was delivered by the Monitor in accordance with the Order at _____ [TIME] on _____ [DATE].

ALVAREZ & MARSAL CANADA INC., in
its capacity as Monitor of the Nordstrom
Canada Entities, and not in its personal or
corporate capacity

By: _____

Name: ●

Title: ●

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

Applicants

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER
(Stay Extension & Other Relief)

OSLER, HOSKIN & HARCOURT LLP

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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

MOTION RECORD OF THE APPLICANTS VOLUME 2
(MOTION FOR STAY EXTENSION)

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