



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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE

)

TUESDAY, THE 30TH

CHIEF JUSTICE MORAWETZ

)

DAY OF MAY, 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

CLAIMS PROCEDURE ORDER

THIS MOTION, made by Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC, and Nordstrom Canada Holdings II, LLC (collectively the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order, inter alia, (i) establishing a claims procedure for the identification and quantification of certain claims against the Applicants and Nordstrom Canada Leasing LP (collectively, the "**Nordstrom Canada Entities**") and the current and former directors and officers of the Nordstrom Canada Entities; and (ii) extending the Stay Period and stay of proceedings in favour of Nordstrom US (as each is respectively defined in paragraphs 15 and 17 of the Initial Order in the CCAA Proceedings (as defined below) dated March 2, 2023, as amended and restated on March 10, 2023, the "**Initial Order**"), 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 May 19, 2023, including the exhibits thereto, the Third Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the “**Monitor**”) dated May 24, 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 Hannah Davis sworn May 23, 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 AND INTERPRETATION

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order.

3. **THIS COURT ORDERS** that nothing in this Order shall have the effect of amending the Initial Order in the CCAA Proceedings, and to the extent that there is any conflict or inconsistency between this Order and the Initial Order, the terms of the Initial Order shall prevail to the extent of such conflict. Without limiting the foregoing, nothing in this Order or in the Claims Process shall limit or affect in any way paragraph 18 of the Initial Order and shall not extinguish, bar, or affect in any manner, any Landlord claim pursuant to an indemnity, guarantee or surety executed by Nordstrom US in relation to any Nordstrom Canada Entity.

4. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

- (a) “**Assessments**” means current or future claims of His Majesty the King in Right of Canada or of any province or territory or municipality or any other taxation authority in any Canadian or non-Canadian jurisdiction, including, without limitation, amounts which may arise or have arisen under any current or future notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (b) “**Bar Date**” means the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable pursuant to the terms of this Order;
- (c) “**Business Day**” means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) “**CCAA Proceedings**” means the CCAA proceedings commenced by the Applicants in the Court under Court File No. CV-23-00695619-00CL;
- (e) “**Characterization**” means, for the purposes of this Order, solely whether the Claim is a secured or unsecured Claim, priority, property or trust Claim, Pre-Filing Claim, Restructuring Period Claim or D&O Claim;
- (f) “**Claim**” means:
 - (i) any right or claim of any Person against any of the Nordstrom Canada Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Nordstrom Canada Entity to such Person, in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated,

fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or claim with respect to any Assessment, or contract, or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Nordstrom Canada Entities with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right or claim, including in connection with indebtedness, liability or obligation, is based in whole or in part on facts that existed prior to the Filing Date, including any claim against any of the Nordstrom Canada Entities for indemnification by any Director or Officer in respect of a Pre-Filing D&O Claim (each, a **“Pre-Filing Claim”**, and collectively, the **“Pre-Filing Claims”**);

- (ii) 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, 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 (each, a “**Restructuring Period Claim**”, and collectively, the “**Restructuring Period Claims**”);

- (iii) any right or claim of any Person against one or more of the Directors and/or Officers arising based in whole or in part on facts that existed prior to the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**Pre-Filing D&O Claim**”, and collectively, the “**Pre-Filing D&O Claims**”); and

- (iv) any right or claim of any Person against one or more of the Directors and/or Officers arising after the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or

anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a **“Restructuring Period D&O Claim”**, collectively, the **“Restructuring Period D&O Claims”**);

provided, however, that in any case **“Claim”** shall not include an Excluded Claim or any right or claim of any Person that was previously released, barred, estopped, and/or permanently stayed, but shall include any Claim arising through subrogation against any Nordstrom Canada Entity or any Director or Officer;

- (g) **“Claimant”** means (i) a Person asserting a Pre-Filing Claim or a Restructuring Period Claim against any Nordstrom Canada Entity, or (ii) a Person asserting a D&O Claim against any of the Directors or Officers;
- (h) **“Claims Bar Date”** means, in respect of a Pre-Filing Claim or Pre-Filing D&O Claim, 5:00 p.m. on August 4, 2023;
- (i) **“Claims Officer”** means the individual(s) designated by the Court pursuant to paragraph 46 of this Order;
- (j) **“Claims Process”** means the procedures outlined in this Order in connection with the assertion of Claims against the Nordstrom Canada Entities and/or the Directors and Officers;

- (k) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (l) **“D&O Claim”** means any Pre-Filing D&O Claim or Restructuring Period D&O Claim, and **“D&O Claims”** means, collectively, the Pre-Filing D&O Claims and the Restructuring Period D&O Claims;
- (m) **“D&O Claim Instruction Letter”** means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule “H” hereto;
- (n) **“D&O Proof of Claim”** means the proof of claim to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule “I” hereto, which shall include all available supporting documentation in respect of such D&O Claim;
- (o) **“Director”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Nordstrom Canada Entities, in such capacity;
- (p) **“Employee”** means anyone who is or was or may be deemed to be or have been, whether by contract, statute, operation of law or otherwise, a current or former employee of any of the Nordstrom Canada Entities whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;
- (q) **“Employee Letter”** means the letter to Employee Letter Recipients, substantially in the form attached as Schedule “J” hereto, that shall, among other things, provide a link to access the Monitor’s Website (which will include a link to the Notice of

Dispute of Negative Notice Claim form and the General Claims Package) and be delivered to such Employees who were employed as at the Filing Date and who have no known Claim against any of the Nordstrom Canada Entities including on account of the fact that such Employee has received or are expected to receive their applicable statutory, contractual and common law entitlements in respect of termination and severance pay, through continued employment during their notice period and/or payment received from the Employee Trust;

- (r) **“Employee Letter Recipient”** means an Employee who was employed at the Filing Date that (i) is not a Known Employee Claimant with a Known Employee Claim valued at greater than \$0.00, and (ii) is not otherwise sent a Statement of Negative Notice Claim by the Nordstrom Canada Entities, in consultation with the Monitor;
- (s) **“Excluded Claim”** means any:
 - (i) Claim that may be asserted by any beneficiary of the Administration Charge, the Directors’ Charge, the KERP Charge, or any other charge granted by the Court in the CCAA Proceedings, with respect to such charges;
 - (ii) Claim that may be asserted by the Consultant (as defined in paragraph 58 herein);
 - (iii) Claim that may be asserted by any of the Nordstrom Canada Entities against any Directors and/or Officers; and
 - (iv) any Claim set forth in (i), (ii) or (iii) above that arises through subrogation;

- (t) **“Filing Date”** means March 2, 2023;
- (u) **“General Claims Package”** means the document package to be disseminated by the Monitor in accordance with the terms of this Order, which shall consist of a Proof of Claim form, a Proof of Claim Instruction Letter, a D&O Proof of Claim form, a D&O Claim Instruction Letter, and such other materials as the Nordstrom Canada Entities, in consultation with the Monitor, may consider appropriate;
- (v) **“Intercompany Claim”** means any Claim that may be asserted against any Nordstrom Canada Entity by or on behalf of (i) any other Nordstrom Canada Entity or (ii) Nordstrom US or any of its affiliated companies, partnerships, or other corporate entities other than the Nordstrom Canada Entities;
- (w) **“Known Employee Claimants”** means Employees with Known Employee Claims;
- (x) **“Known Employee Claims”** means any right or Claim of any Employee against any of the Nordstrom Canada Entities subject to the Known Employee Claims Methodology;
- (y) **“Known Employee Claims Methodology”** means the methodology and assumptions for the calculation of Known Employee Claims, as described in paragraph 75 of the Heckel Affidavit;
- (z) **“Landlord”** shall have the meaning given to such term in the Initial Order and shall include all landlords who are party to any lease at any location in respect of which any of the Nordstrom Canada Entities were a tenant or subtenant as at the Filing Date;

- (aa) **“Meeting”** means any meeting of the creditors of the Nordstrom Canada Entities called for the purpose of considering and voting in respect of a Plan;
- (bb) **“Monitor’s Intercompany Claims Report”** shall have the meaning set out in paragraph 44 herein;
- (cc) **“Monitor’s Website”** means <https://www.alvarezandmarsal.com/NordstromCanada>;
- (dd) **“Negative Notice Claim”** means a Pre-Filing Claim and/or Restructuring Period Claim, as applicable, that is set out in a Statement of Negative Notice Claim or referred to in a Employee Letter, and prepared by the Nordstrom Canada Entities, in consultation with the Monitor, which Claim shall be: (i) valued in accordance with the assessment of such Claim by the Nordstrom Canada Entities, in consultation with the Monitor, based on the books and records of the Nordstrom Canada Entities (including Claims with a quantum of \$0.00) and any negotiations with such Negative Notice Claimants, and (ii) deemed to be accepted in the amount and Characterization set out therein unless otherwise disputed by a Negative Notice Claimant in accordance with the procedures outlined herein, and which shall include the following:
 - (i) Claims of Employees (including Known Employee Claimants); and
 - (ii) Claims of any other Persons to whom the Nordstrom Canada Entities, in consultation with the Monitor, determine to send a Negative Notice Claims Package based on the books and records of the Nordstrom Canada Entities, but which shall not include any Claim of any Landlord;

- (ee) **“Negative Notice Claimant”** means any Person to whom a Statement of Negative Notice Claim or Employee Letter is addressed and delivered by the Monitor in accordance with the procedures outlined herein, which shall not include any Landlord of the Nordstrom Canada Entities;
- (ff) **“Negative Notice Claims Package”** means the package of document(s) to be disseminated by the Monitor to all Negative Notice Claimants in accordance with the terms of this Order, which shall consist of:
 - (i) a Statement of Negative Notice Claim and a Notice of Dispute of Negative Notice Claim form, to all Negative Notice Claimants other than Employees that are not Known Employee Claimants; or
 - (ii) an Employee Letter to all Employee Letter Recipients,as applicable, and such other materials as the Nordstrom Canada Entities, in consultation with the Monitor, may consider appropriate;
- (gg) **“Notice of Dispute of Negative Notice Claim”** means the notice, substantially in the form attached as Schedule “G” hereto, which may be submitted or delivered to the Monitor by a Negative Notice Claimant disputing a Statement of Negative Notice Claim, with reasons for its dispute;
- (hh) **“Notice of Dispute of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “E” hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance received by such Claimant;

- (ii) **“Notice of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “D” hereto, which may be prepared by the Nordstrom Canada Entities, in consultation with the Monitor, and delivered by the Monitor to a Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant in a Proof of Claim or D&O Proof of Claim for voting and/or distribution purposes;
- (jj) **“Notice to Claimants”** means the notice for publication by the Monitor as described in paragraph 18 herein, substantially in the form attached as Schedule “A” hereto;
- (kk) **“Officer”** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Nordstrom Canada Entities, in such capacity;
- (ll) **“Order”** means this Claims Procedure Order;
- (mm) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof, or any other entity;
- (nn) **“Plan”** means any proposed plan of compromise or arrangement that may be filed in respect of any or all of the Nordstrom Canada Entities pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;

- (oo) **“Proof of Claim”** means the proof of claim to be submitted or delivered to the Monitor by a Claimant in respect of any Pre-Filing Claim and/or Restructuring Period Claim for which such Claimant has not received a Statement of Negative Notice Claim, substantially in the form attached as Schedule “C” hereto, which shall include all available supporting documentation in respect of such Claim;
- (pp) **“Proof of Claim Instruction Letter”** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule “B” hereto;
- (qq) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim or Restructuring Period D&O Claim, 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; and
- (rr) **“Statement of Negative Notice Claim”** means the applicable statement to be prepared by the Nordstrom Canada Entities, in consultation with the Monitor, and disseminated by the Monitor to each Negative Notice Claimant in accordance with the terms of this Order, which shall state the amount (if any) and Characterization of such Negative Notice Claimant’s Negative Notice Claim and shall include a description of any security (if any) in respect of such Negative Notice Claim, and which statement shall be substantially in the form attached as Schedule “F” hereto.

5. **THIS COURT ORDERS** that, except where otherwise specified herein, all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise

indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

6. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”, all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

7. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Nordstrom Canada Entities and the Monitor of Proofs of Claim and D&O Proofs of Claim, the delivery by the Monitor of Statements of Negative Notice Claim and Employee Letters, and the filing by any Claimant of any Proof of Claim, D&O Proof of Claim, Notice of Dispute of Negative Notice Claim, or Notice of Dispute of Revision or Disallowance shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the amount and Characterization of its Claims or its standing in the CCAA Proceedings, except as specifically set out in this Order.

8. **THIS COURT ORDERS** that the Monitor, in consultation with the Nordstrom Canada Entities, and if applicable, the relevant Directors and Officers or their counsel, are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner or content in which any forms submitted or delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor, in consultation with the Nordstrom Canada Entities, and if applicable, the relevant Directors and Officers or their counsel, are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms; provided that it is recognized and understood that certain Claims may be contingent

in nature and therefore may not contain particulars of such Claims that are not yet known as at the time they are filed. With respect to any Claim filed by any Landlord in the Claims Process, no valuations, expert reports or similar evidence shall be required to accompany such Claim by the Claims Bar Date. In the event that any such Claim filed by such Landlord is not resolved consensually and is directed to a Claims Officer or the Court for determination, such Landlord shall have the right to provide additional documentary evidence and support at that time, including, but not limited to, reports from experts and consultants.

9. **THIS COURT ORDERS** that amounts claimed in Assessments shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of any Claim set out in any Assessment for voting and distribution purposes in the CCAA Proceedings.

KNOWN EMPLOYEE CLAIMS METHODOLOGY

10. **THIS COURT ORDERS** that the Known Employee Claims Methodology is hereby approved.

11. **THIS COURT ORDERS** that the Known Employee Claims shall be calculated by the Nordstrom Canada Entities, in consultation with the Monitor and with the assistance of Employee Representative Counsel, in accordance with the Known Employee Claims Methodology based on the books and records of the Nordstrom Canada Entities relating to such Known Employee Claims.

12. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Known Employee Claims Methodology shall be final and binding on all Employees represented by Employee Representative Counsel;
- (b) the Known Employee Claims Methodology shall be final and binding on all Employees not represented by Employee Representative Counsel who do not submit a Notice of Dispute of Negative Notice Claim by the applicable Bar Date;
- (c) no Employee who did not submit a Notice of Dispute of Negative Notice Claim by the applicable Bar Date, shall directly or indirectly assert, advance, re-assert or re-file any Claim determined pursuant to the Known Employee Claims Methodology, as set out in their Statement of Negative Notice Claim or referred to in their Employee Letter;
- (d) any Claim that is determined pursuant to the Known Employee Claims Methodology and set out in a Statement of Negative Notice Claim or referred to in an Employee Letter that is directly or indirectly asserted, advanced, re-asserted or re-filed by or on behalf of an Employee, shall be disallowed unless submitted pursuant to a Notice of Dispute of Negative Notice Claim by the applicable Bar Date; and
- (e) any Employee shall be permitted to file a Proof of Claim by the applicable Bar Date in respect of any Claim that such Employee may assert that is not contemplated by the Known Employee Claims Methodology.

MONITOR'S ROLE

13. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, the Monitor shall assist the Nordstrom Canada Entities in connection with the administration of the Claims Process set out herein, including the determination and resolution of Claims, if applicable, and is hereby authorized, directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

14. **THIS COURT ORDERS** that, in carrying out the terms of this Order, the Monitor: (a) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (b) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct, (c) shall be entitled to rely on the books and records of the Nordstrom Canada Entities and any information provided by or on behalf of any of the Nordstrom Canada Entities, all without independent investigation, provided that Intercompany Claims are subject to independent review by the Monitor as provided in paragraph 44, (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (e) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Nordstrom Canada Entities or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process.

NOTICE TO CLAIMANTS

15. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on the tenth (10th) Business Day following the date of this Order, the Monitor shall cause the Negative

Notice Claims Packages to be sent to every Negative Notice Claimant, other than Employees (including Known Employees Claimants), at their last known municipal or e-mail address as recorded in the Nordstrom Canada Entities' books and records. The Monitor and the Nordstrom Canada Entities shall specify in the Statement of Negative Notice Claim included in such Negative Notice Claims Package, the amount and Characterization of the Negative Notice Claimant's Negative Notice Claim.

16. **THIS COURT ORDERS** that on the fifteenth (15th) Business Day following the date of this Order or as soon as practicable thereafter, the Monitor shall cause the applicable Negative Notice Claims Package to be sent to each Employee who was employed at the Filing Date at its last known municipal or e-mail address as recorded in the Nordstrom Canada Entities' books and records. With respect to Known Employee Claimants, the Monitor and the Nordstrom Canada Entities shall specify in the Statement of Negative Notice Claim or Employee Letter included in their Negative Notice Claims Packages, the amount (if any) and Characterization of each such Negative Notice Claimant's Negative Notice Claim.

17. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on the tenth (10th) Business Day following the date of this Order, the Monitor shall cause a General Claims Package to be sent to: (a) 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), (b) 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 (c) 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 Employee Letter.

18. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants (or a condensed version thereof, as the Monitor, in consultation with the Nordstrom Canada Entities, may deem appropriate) to be published once in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Order.

19. **THIS COURT ORDERS** that, as soon as practicable, but no later than 5:00 p.m. on the tenth (10th) Business Day following the date of this Order, the Monitor shall cause the Notice to Claimants, the General Claims Package and a blank form of Notice of Dispute of Negative Notice Claim to be posted to the Monitor's Website.

20. **THIS COURT ORDERS** that to the extent any Claimant requests documents or information relating to the Claims Process prior to the Claims Bar Date or the applicable Restructuring Period Claims Bar Date, or if the Nordstrom Canada Entities or the Monitor become aware of any further Claims after the mailings contemplated in paragraphs 15 and 17, the Monitor shall forthwith send such Claimant a General Claims Package or Negative Notice Claims Package, as appropriate, shall direct such Claimant to the documents posted on the Monitor's Website, or shall otherwise respond to the request for documents or information as the Nordstrom Canada Entities, in consultation with the Monitor, may consider appropriate in the circumstances.

21. **THIS COURT ORDERS** that any notices of disclaimer delivered after the date of this Order to potential Claimants in connection with any action taken by the Nordstrom Canada Entities to restructure, disclaim, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, shall be accompanied by a Negative Notice Claims Package or General Claims Package, as appropriate. To the extent that any such potential Claimants are Landlords, such notices of disclaimer shall be accompanied by a General Claims Package and not a Negative Notice Claims Package.

22. **THIS COURT ORDERS** that the Claims Process and the forms of Notice to Claimants, Proof of Claim Instruction Letter, D&O Claim Instruction Letter, Statement of Negative Notice Claim, Proof of Claim, D&O Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute of Revision or Disallowance, Notice of Dispute of Negative Notice Claim, and Employee Letter are hereby approved. Notwithstanding the foregoing, the Nordstrom Canada Entities, in consultation with the Monitor, may, from time to time, make minor non-substantive changes to the forms as they may consider necessary or desirable.

23. **THIS COURT ORDERS** that the sending of the Negative Notice Claims Packages and the General Claims Packages to the applicable Persons as described above, the publication of the Notice to Claimants, each in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of (a) this Order, (b) the Claims Bar Date, and (c) the Restructuring Period Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

CLAIMS PROCEDURE FOR NEGATIVE NOTICE CLAIMS

(A) Negative Notice Claims

24. **THIS COURT ORDERS** that if a Negative Notice Claimant wishes to dispute the amount (if any) or Characterization of its Negative Notice Claim, (including the application of the Known Employee Claims Methodology, as applicable) as set out in its Statement of Negative Notice Claim or referred to in its Employee Letter, such Negative Notice Claimant shall deliver to the Monitor a Notice of Dispute of Negative Notice Claim, which must be received by the Monitor in accordance with paragraph 56 by no later than the applicable Bar Date. Such Negative Notice Claimant shall specify in its Notice of Dispute of Negative Notice Claim the details of the dispute

with respect to its Claim and shall specify whether it disputes the determination of the Claim for voting and/or distribution purposes, provided that, in respect of a Notice of Dispute of Negative Notice Claim submitted by an Employee, the Employee shall be deemed to dispute the determination of its Claim for both voting and distribution purposes unless otherwise specified in such Notice of Dispute of Negative Notice Claim.

25. **THIS COURT ORDERS** that if a Negative Notice Claimant does not deliver to the Monitor a completed Notice of Dispute of Negative Notice Claim such that it is received by the Monitor by the applicable Bar Date, disputing its Claim as set out in its Statement of Negative Notice Claim or referred to in its Employee Letter for voting and/or distribution purposes, then (a) such Negative Notice Claimant shall be deemed to have accepted the amount (if any) and Characterization of the Negative Notice Claimant's Claim(s) as set out in its Statement of Negative Notice Claim or referred to in its Employee Letter, as applicable, for voting and distribution purposes, and (b) any and all of the Negative Notice Claimant's rights to dispute the Claim(s) as set out in its Statement of Negative Notice Claim or referred to in its Employee Letter or to otherwise assert or pursue the Claim(s) set out in its Statement of Negative Notice Claim or referred to in its Employee Letter, other than as they are set out in such Statement of Negative Notice Claim or Employee Letter, shall be forever extinguished and barred without further act or notification. Nothing in this paragraph affects any separate and distinct Claims of a Negative Notice Claimant that are not captured in whole or in part in its Statement of Negative Notice Claim or referred to in its Employee Letter and are separately asserted by such Negative Notice Claimant in a Proof of Claim or D&O Proof of Claim submitted in accordance with this Order.

(B) Adjudication and Resolution of Negative Notice Claims

26. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor, disagree with the Claim(s) as set out in the Notice of Dispute of Negative Notice Claim, the Nordstrom Canada Entities and the Monitor shall attempt to resolve such dispute and settle the purported Claims with the Negative Notice Claimant for voting and/or distribution purposes. In the event that a dispute is not settled within a time period or in a manner satisfactory to the Nordstrom Canada Entities, the Nordstrom Canada Entities shall, at their election and in consultation with the Monitor, refer the dispute raised in the Notice of Dispute of Negative Notice Claim to a Claims Officer or the Court for adjudication, and the Monitor shall send written notice of such referral to the Negative Notice Claimant.

CLAIMS PROCEDURE FOR ALL OTHER CLAIMS

(A) Pre-Filing Claims and Pre-Filing D&O Claims

27. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-Filing Claim or a Pre-Filing D&O Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date. A Proof of Claim or D&O Proof of Claim, as applicable, must be filed with the Monitor by every Claimant in respect of every Pre-Filing Claim and every Pre-Filing D&O Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter, regardless of whether or not a legal proceeding in respect of such Pre-Filing Claim or Pre-Filing D&O Claim has been previously commenced.

28. **THIS COURT ORDERS** that any Claimant (other than any Negative Notice Claimant in respect of its Negative Notice Claim as set out in a Statement of Negative Notice Claim or referred to in a Employee Letter) that does not file a Proof of Claim or D&O Proof of Claim, as applicable, in accordance with paragraph 27 so that such Proof of Claim or D&O Proof of Claim is actually

received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor, in consultation with the Nordstrom Canada Entities or the Directors and Officers or their counsel, as applicable, may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s) against the Nordstrom Canada Entities and the Directors and Officers, as applicable, and all such Pre-Filing Claims or Pre-Filing D&O Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings with respect to such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s); and
- (d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s).

(B) Restructuring Period Claims

29. **THIS COURT ORDERS** that, upon becoming aware of a circumstance giving rise to a potential Restructuring Period Claim or Restructuring Period D&O Claim after the mailings contemplated in paragraphs 15 and 17 are completed, the Monitor, in consultation with the Nordstrom Canada Entities, shall send the Negative Notice Claims Package or General Claims Package, as appropriate, to the Claimant in respect of such Restructuring Period Claim or Restructuring Period D&O Claim in the manner provided for herein.

30. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or a Restructuring Period D&O Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed with the Monitor by every Claimant in respect of every Restructuring Period Claim and every Restructuring Period D&O Claim that is not captured in a Statement of Negative Notice Claim or Employee Letter, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or Restructuring Period D&O Claim has been previously commenced.

31. **THIS COURT ORDERS** that any Claimant (other than any Negative Notice Claimant in respect of its Negative Notice Claim as set out in a Statement of Negative Notice Claim or referred to in a Employee Letter) that intends to assert a Restructuring Period Claim or Restructuring Period D&O Claim, that does not file a Proof of Claim or D&O Proof of Claim, as applicable, in accordance with paragraph 30 so that such Proof of Claim or D&O Proof of Claim is actually received by the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor, in consultation with the Nordstrom Canada Entities or the Directors and Officers or their counsel as applicable, may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s) against the Nordstrom Canada Entities or the Directors and Officers, as applicable and all such Restructuring Period Claims or Restructuring Period D&O Claims shall be forever extinguished;

- (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings with respect to such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s); and
- (d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s).

32. **THIS COURT ORDERS** that the provisions of paragraphs 27 to 31 and 46 to 50 herein shall not apply to Intercompany Claims.

33. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, a Proof of Claim filed by a Landlord (but not a D&O Proof of Claim filed by a Landlord) may consist of a claim setting out in summary form its known or estimated damages, losses and claims in order to facilitate further discussions among the Nordstrom Canada Entities, the Monitor, and such Landlord with a view to settling the claims of such Landlord. If such discussions are not successful and any such claim is contested, in full or in part in the Claims Process, such Landlord shall be permitted, on not less than 45 days' written notice from the Monitor, to file a further or amended definitive Proof of Claim (including, in so doing, to provide affidavit or expert evidence to support its claim).

(C) Adjudication and Resolution of Claims Other than Intercompany Claims

34. **THIS COURT ORDERS** that paragraphs 35 to 43 and paragraphs 46 to 50 herein shall not apply to the adjudication of Intercompany Claims.

35. **THIS COURT ORDERS** that the Monitor shall make reasonable efforts to promptly deliver a copy of any D&O Proofs of Claim, Notices of Revision or Disallowance with respect to any D&O Claim, and Notices of Dispute of Revision or Disallowance with respect to any D&O Claim, to the applicable Directors and Officers named therein and/or their counsel.

36. **THIS COURT ORDERS** that: (a) the Nordstrom Canada Entities, in consultation with the Monitor, shall accept, revise or reject each Claim set out in each Proof of Claim for voting and/or distribution purposes, and (b) with respect to a D&O Claim set out in a D&O Proof of Claim, the Nordstrom Canada Entities, in consultation and with the consent of the Monitor, the applicable Directors and Officers named in respect of such D&O Claim and/or their counsel, shall accept, revise or reject such D&O Claim, provided that the Nordstrom Canada Entities shall not accept or revise any portion of a D&O Claim absent consent of the applicable Directors and Officers (which may be communicated by their counsel) or further Order of the Court.

37. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor (and with the consent of the Monitor in respect of any D&O Claim), agree with the amount and Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with paragraphs 27 or 30 herein and intend to accept the Claim in accordance with paragraph 36, the Monitor shall notify such Claimant of the acceptance of its Claim by the Nordstrom Canada Entities.

38. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor (and with the consent of the Monitor in respect of any D&O Claim), disagree with the amount or Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with paragraphs 27 or 30 herein, the Nordstrom Canada Entities shall, in consultation with the Monitor and any applicable Directors or Officers and/or their counsel,

attempt to resolve such dispute and settle the purported Claim with the Claimant for voting and/or distribution purposes.

39. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor, intend to revise or reject a Claim that has been filed in accordance with paragraphs 27 or 30 herein for voting and/or distribution purposes, the Monitor shall notify the applicable Claimant that its Claim has been revised or rejected for voting and/or distribution purposes, and the reasons therefor, by sending a Notice of Revision or Disallowance to the Claimant.

40. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 39 above with respect to a Claim for voting and/or distribution purposes shall deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for its dispute, to the Monitor in accordance with paragraph 56 by no later than thirty (30) days after the date on which the Claimant is deemed to have received the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the Nordstrom Canada Entities, in writing.

41. **THIS COURT ORDERS** that, where a Claimant who receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 40, then such Claimant's Claim for voting and distribution purposes shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the Claim as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claim other than as determined in the Notice of Revision or Disallowance for voting and/or distribution purposes shall be forever extinguished and barred without further act or notification.

42. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute of Revision or Disallowance in respect of a Claim, the Nordstrom Canada Entities, in consultation with the Monitor (and with the consent of the Monitor in respect of any D&O Claim) and any applicable Directors or Officers and/or their counsel, shall attempt to resolve such dispute and settle the purported Claim with the Claimant, and in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Nordstrom Canada Entities and any applicable Directors or Officers, the Nordstrom Canada Entities shall, at their election and in consultation with the Monitor (and with the consent of the Monitor in respect of any D&O Claim), refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication, and the Monitor shall send written notice of such referral to the Claimant.

43. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the Nordstrom Canada Entities, in consultation with the Monitor (and with the consent of the Monitor in respect of any D&O Claim) and any applicable Directors or Officers and/or their counsel, may, at their election, refer any Claim to a Claims Officer or the Court for adjudication at any time, and the Monitor shall send written notice of such referral to the applicable parties.

INTERCOMPANY CLAIMS

44. **THIS COURT ORDERS** that the Monitor shall prepare a report to be served on the Service List and filed with the Court detailing its review of all Intercompany Claims identified by the Monitor and assessing in detail with reasonably sufficient particulars and analysis the amount and Characterization of such Claims (the “**Monitor’s Intercompany Claims Report**”). The Monitor’s Intercompany Claims Report shall be served on or before the Claims Bar Date and shall contain a recommendation with respect to the next steps to be taken, if any, with respect to the

determination and adjudication of Intercompany Claims. Nothing in the Monitor's Intercompany Claims Report shall bind the Court with respect to its determination of the Intercompany Claims as the Court sees fit, including without limitation, the validity, priority, enforceability or quantum of such Intercompany Claims.

45. **THIS COURT ORDERS** that each Intercompany Claim identified in the Monitor's Intercompany Claims Report shall be deemed to have been properly submitted through a Proof of Claim in respect of such Intercompany Claim as if such Claim was a Pre-Filing Claim or Restructuring Period Claim, as applicable, in accordance with the requirements of this Order. An Intercompany Claim identified in the Monitor's Intercompany Claims Report shall not be accepted or deemed to be accepted by the Nordstrom Canada Entities or the Monitor unless and until such Intercompany Claim has been approved by this Court upon a motion on notice to the Service List.

CLAIMS OFFICER

46. **THIS COURT ORDERS** that the Hon. Mr. Dennis O'Connor, K.C. and Mr. Kevin McElcheran, and such other Persons as may be appointed by the Court from time to time on a motion by the Nordstrom Canada Entities or the Monitor, be and are hereby appointed as the Claims Officers for the Claims Process.

47. **THIS COURT ORDERS** that the decision as to whether a disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the discretion of the Nordstrom Canada Entities, in consultation with the Monitor.

48. **THIS COURT ORDERS** that, where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine the amount (if any) and Characterization of such disputed Claim in accordance with this Order and, to the extent necessary, may determine whether

any Claim or part thereof constitutes an Excluded Claim, and shall provide written reasons. Where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including any participation rights for any stakeholder and the manner in which any evidence may be adduced, subject to paragraph 8 as it relates to evidence permitted to be filed by a Landlord following the Claims Bar Date. The Claims Officer shall have the discretion to mediate any dispute that is referred to such Claims Officer at its election. The Claims Officer shall also have the discretion to determine by whom and to what extent the costs of any hearing or mediation before a Claims Officer shall be paid.

49. **THIS COURT ORDERS** that the Monitor, the Claimant, the applicable Nordstrom Canada Entity and/or, in respect of any D&O Claim, the relevant Directors or Officers, may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the amount and Characterization of a Claimant's Claim or any other matter determined by the Claims Officer in accordance with paragraph 48, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

50. **THIS COURT ORDERS** that, if no party appeals any determination of any Claims Officer within the time set out in paragraph 49 above, the decision of the Claims Officer in determining the amount and Characterization of the Claimant's Claim or any other matter determined by the Claims Officer in accordance with paragraph 48 shall be final and binding upon the applicable Nordstrom Canada Entity, the applicable Directors and Officers in respect of any D&O Claim, the Monitor, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the final determination of the Claims Officer.

NOTICE TO TRANSFEREES

51. **THIS COURT ORDERS** that from the date of this Order until seven (7) days prior to the first distribution in the CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant to provide to the Monitor notice of assignment or transfer of a Claim to any third party.

52. **THIS COURT ORDERS** that, subject to the terms of any subsequent Order of this Court, if the holder of a Claim transfers or assigns its Claim to another Person in accordance with paragraph 51, none of the Monitor nor any of the Nordstrom Canada Entities shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor and acknowledged by the Nordstrom Canada Entities or the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim and the Nordstrom Canada Entities and the Monitor shall thereafter only be required to deal with such transferee or assignee and not the original Claimant. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken or not taken in respect of such Claim in accordance with this Order prior to receipt by the Monitor and written acknowledgement by the Nordstrom Canada Entities or the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Nordstrom Canada Entities and/or the applicable Directors and Officers may be entitled with respect to such Claim. A transferee or assignee of a Claim shall not be entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Nordstrom Canada Entities or the applicable Directors and Officers.

53. **THIS COURT ORDERS** that no transfer or assignment shall be effective for voting and/or distribution purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

STAY EXTENSION

54. **THIS COURT ORDERS** that (a) the Stay Period is hereby extended until and including September 29, 2023; and (b) the stay of proceedings granted in favour of Nordstrom US pursuant to paragraph 17 of the Initial Order is hereby extended until and including September 29, 2023.

SERVICE AND NOTICE

55. **THIS COURT ORDERS** that the Nordstrom Canada Entities and the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Negative Notice Claims Packages, the General Claims Packages, and any letters, notices or other documents, to the appropriate Claimants or any other interested Persons by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or email to such Persons at the physical or electronic address, as applicable, shown on the books and records of the Nordstrom Canada Entities or, where applicable, as set out in such Claimant's Proof of Claim, D&O Proof of Claim or Notice of Dispute of Negative Notice Claim. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally, (b) if sent by courier or personal delivery, on the next Business Day following dispatch, and (c) if delivered by email by 5:00 p.m. on a Business

Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

56. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Order shall, unless otherwise specified in this Order, be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

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

Any such notice or communication delivered by a Claimant shall be deemed received upon actual receipt by the Monitor thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

57. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not be effective, and all notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or email in

accordance with this Order, in each case unless otherwise determined by the Monitor, in its reasonable discretion and in consultation with the Nordstrom Canada Entities.

MISCELLANEOUS

58. **THIS COURT ORDERS AND DECLARES** that the Liquidation Sale Approval Order of the Honourable Chief Justice Morawetz dated March 20, 2023 in the CCAA Proceedings and the sale guidelines attached as Schedule "A" thereto, are hereby amended such that the "Consultant" shall be defined as "Hilco Merchant Retail Solutions ULC, Gordon Brothers Canada ULC, Tiger Asset Solutions Canada, ULC, and B. Riley Retail Canada, ULC".

59. **THIS COURT ORDERS** that the Nordstrom Canada Entities or the Monitor may from time to time apply to this Court to extend the time for any action which the Nordstrom Canada Entities or the Monitor are required to take if reasonably required to carry out their respective duties and obligations pursuant to this Order and for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

60. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Nordstrom Canada Entities' insurance or any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Nordstrom Canada Entity; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim

available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, the Nordstrom Canada Entities' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a Nordstrom Canada Entity or Director or Officer, as applicable.

61. **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.


Chief Justice Geoffrey B. Morawetz

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</u> Claim (including interest up to March 2, 2023) ³ :	Whether Claim is a Priority Claim ⁴ :
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Restructuring Period Claims

Debtor Name:	Currency:	Amount of <u>Restructuring</u> <u>Period</u> Claim:	Whether Claim is Priority Claim:
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

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

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