

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

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

APPLICANTS

**MOTION RECORD
(Motion for Claims Procedure Order and Stay Extension)
Volume 2 of 2**

May 19, 2023

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Lawyers for the Applicants

TO: **SERVICE LIST**

This is Exhibit "C" referred to in the Affidavit of Misti
Heckel sworn May 19, 2023.

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

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS



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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	MONDAY, THE 20 TH
)	
CHIEF JUSTICE MORAWETZ)	DAY OF MARCH, 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

LIQUIDATION SALE APPROVAL ORDER

THIS MOTION, made by Nordstrom Canada Retail, Inc. ("**Nordstrom Canada**"), 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, among other things, (i) approving the amended & restated consulting agreement between Nordstrom Canada and Nordstrom Canada Leasing LP ("**Canada Leasing LP**"), and together with Nordstrom Canada, the "**Merchant**") and a contractual joint venture comprised of Hilco Merchant Retail Solutions ULC, Gordon Brothers Canada, ULC, Tiger Asset Solutions Canada, ULC and B. Riley Retail Solutions LLC (collectively, the "**Consultant**") dated as of March 16, 2023 (as may be amended and restated in accordance with the terms thereof, the "**Consulting Agreement**") and the transactions contemplated thereby, and (ii) granting certain related relief, was heard this day at 130 Queen Street West, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Misti Heckel sworn on March 14, 2023, including the exhibits thereto, the Second Report of Alvarez & Marsal Canada Inc., in its capacity as Monitor (the "**Monitor**"), dated March 16, 2023 (the "**Second Report**"), filed, and on hearing the submissions of respective counsel for the Applicants and

Canada Leasing LP (collectively, the “**Nordstrom Canada Entities**”), the Monitor, the Consultant, 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 March 17, 2023, filed:

SERVICE AND DEFINITIONS

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.

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated March 10, 2023 (as amended and restated from time to time, the “**Amended and Restated Initial Order**”), the Sale Guidelines (as defined below), or the Consulting Agreement (attached as Appendix “A” to the Second Report), as applicable.

THE CONSULTING AGREEMENT

3. **THIS COURT ORDERS** that the Consulting Agreement, including the sale guidelines attached as Schedule “A” hereto (the “**Sale Guidelines**”), and the transactions contemplated thereunder are hereby approved, authorized and ratified and that the execution of the Consulting Agreement by the Merchant is hereby approved, authorized, and ratified, *nunc pro tunc*, with such minor amendments to the Consulting Agreement (but not the Sale Guidelines) as the Merchant (with the consent of the Monitor) and the Consultant may agree to in writing. Subject to the provisions of this Order and the Amended and Restated Initial Order, the Merchant is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and each of the transactions contemplated therein. Without limiting the foregoing, the Merchant is authorized to execute any other agreement, contract, deed or document, or take any other action, that is necessary or desirable to give full and complete effect to the Consulting Agreement. The Consultant shall have the right to syndicate and partner with additional entities to serve as “Consultant” under the Consulting Agreement in accordance with the terms thereof.

THE SALE

4. **THIS COURT ORDERS** that the Merchant, with the assistance of the Consultant, is authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the Sale within the Stores in accordance with the Sale Guidelines. If there is a conflict between this Order, the Consulting Agreement or the Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) this Order; (2) the Sale Guidelines; and (3) the Consulting Agreement.

5. **THIS COURT ORDERS** that, subject to paragraph 13 of the Amended and Restated Initial Order, the Merchant, with the assistance of the Consultant, is authorized to market and sell, or otherwise dispose of, the Merchandise, FF&E and Additional Consultant Goods on a “final sale” and/or “as is” basis and in accordance with the Sale Guidelines and the Consulting Agreement, free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, and financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to or following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limitation, (a) the Administration Charge, the Directors’ Charge, the KERP Charge and any other charges hereafter granted by this Court in these proceedings (collectively, the “**CCAA Charges**”); and (b) all Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (Alberta), *Personal Property Security Act* (British Columbia), or any other personal or movable property registration system (all of such Claims (including the CCAA Charges) collectively referred to herein as the “**Encumbrances**”), which Encumbrances will attach instead to the proceeds of the Sale (other than amounts specified in paragraph 15 of this Order) in the same order and priority as they existed immediately prior to the Sale.

6. **THIS COURT ORDERS** that subject to the terms of this Order, the Amended and Restated Initial Order and the Sale Guidelines, or any greater restrictions in the Consulting Agreement, the Consultant shall have the right to enter and use the Stores and Distribution Centre and all related store services and all facilities and all furniture, trade fixtures and equipment,

including the FF&E, located at the Stores and Distribution Centre and other assets of the Merchant as designated under the Consulting Agreement, for the purpose of conducting the Sale and for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings granted in favour of the Nordstrom Canada Entities under the Amended and Restated Initial Order, as such stay of proceedings may be extended by further Order of the Court.

7. **THIS COURT ORDERS** that until the FF&E Removal Deadline for each Store (which shall in no event be later than July 21, 2023, or such later date as may be ordered by this Court) and the Distribution Centre, the Consultant shall have access to (a) the Stores in accordance with the applicable Leases and the Sale Guidelines; and (b) the Distribution Centre in accordance with the applicable contractual agreements between the Merchant and the third party operator of the Distribution Centre, in each case, on the basis that the Consultant is assisting the Merchant, and the Merchant has granted its right of access to the Stores and the Distribution Centre to the Consultant. To the extent that the terms of the applicable Leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern. With respect to the Distribution Centre, the Consultant shall be deemed to be the Merchant's authorized representative.

8. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the Leases. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.

9. **THIS COURT ORDERS** that, subject to and in accordance with the Consulting Agreement, the Sale Guidelines and this Order, the Consultant is authorized to advertise and promote the Sale, without further consent of any Person other than (a) the Merchant and the Monitor as provided under the Consulting Agreement; or (b) a Landlord as provided under the Sale Guidelines.

10. **THIS COURT ORDERS** that until the Sale Termination Date, the Consultant shall have the right to use, without interference by any Person (including any licensor), all licenses and rights granted to the Merchant to use trade names, trademarks, logos, copyrights or other intellectual property of any Person, solely for the purpose of advertising and conducting the Sale of the

Merchandise, FF&E and Additional Consultant Goods in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order.

CONSULTANT LIABILITY

11. **THIS COURT ORDERS** that the Consultant shall act solely as an independent consultant to the Merchant and that it shall not be liable for any claims against the Merchant other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sale Guidelines and, for greater certainty:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores or the Distribution Centre, of the assets located therein or associated therewith or of the Merchant's employees located at the Stores or the Distribution Centre or any other property of the Merchant;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer, related or common employer or payor within the meaning of any legislation, statute or regulation or rule of law or equity governing employment, labour standards, pension benefits or health and safety for any purpose whatsoever in relation to the employees of Nordstrom Canada, and shall not incur any successorship liabilities whatsoever (including without limitation losses, costs, damages, fines or awards); and
- (c) subject to and without limiting the Consultant's indemnification of the Nordstrom Canada Indemnified Parties pursuant to the Consulting Agreement, the Consultant shall bear no responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines or awards) relating to Claims of customers, employees and any other Persons arising from events occurring at the Stores during and after the term of the Sale, or at the Distribution Centre, or otherwise in connection with the Sale, except to the extent that such Claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, Supervisors, independent contractors, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

12. **THIS COURT ORDERS** that, to the extent (a) any Landlord has a claim against the Merchant arising solely out of the conduct of the Consultant in conducting the Sale; and (b) the Merchant has a claim against the Consultant under the Consulting Agreement arising from such conduct, the Merchant shall be deemed to have assigned such claim against the Consultant under the Consulting Agreement free and clear to the applicable Landlord (the “**Assigned Landlord Rights**”); provided that, each such Landlord shall only be permitted to advance the Assigned Landlord Rights against the Consultant if written notice, including the reasonable details of such claim, is provided by such Landlord to the Consultant, the Merchant and the Monitor during the period commencing on the Sale Commencement Date and ending on the date that is thirty (30) days following the FF&E Removal Deadline; provided, however, that, the Landlords shall be provided with access to the Stores to inspect the Stores within fifteen (15) days following the FF&E Removal Deadline.

CONSULTANT AN UNAFFECTED CREDITOR

13. **THIS COURT ORDERS** that the Consulting Agreement shall not be repudiated, resiliated or disclaimed by the Merchant nor shall the claims of the Consultant pursuant to the Consulting Agreement be compromised or arranged pursuant to any plan of arrangement or compromise among the Merchant and its creditors (a “**Plan**”) and, for greater certainty, the Consultant shall be treated as an unaffected creditor in these proceedings and under any Plan.

14. **THIS COURT ORDERS** that the Merchant is hereby authorized and directed, in accordance with the Consulting Agreement, to remit all amounts that become due to the Consultant thereunder.

15. **THIS COURT ORDERS** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant to the Consulting Agreement, including without limitation, any amounts to be reimbursed by any Nordstrom Canada Entity to the Consultant pursuant to the Consulting Agreement (including, for greater certainty, the proceeds of the Additional Consultant Goods (other than the Additional Consultant Goods Fee), which Additional Consultant Goods shall be consigned to the Merchant as a true consignment under applicable law), and at all times the Consultant will retain such amounts, free and clear of all Encumbrances, notwithstanding any enforcement or other process or Claims, all in accordance with the Consulting Agreement.

16. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of any Nordstrom Canada Entity, or any bankruptcy order made pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any Nordstrom Canada Entity;
- (d) the provisions of any federal or provincial statute; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement to which any Nordstrom Canada Entity is a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant and the Assigned Landlord Rights shall be binding on any trustee in bankruptcy that may be appointed in respect of the Nordstrom Canada Entities and shall not be void or voidable by any Person, including any creditor of the Nordstrom Canada Entities, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the CCAA or BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

17. **THIS COURT ORDERS** that the Merchant is authorized and permitted to transfer to the Consultant personal information in the Merchant’s custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes and the Consultant is hereby authorized to make use of such personal information solely for the purposes as if it were the Merchant, subject to and in accordance with the Consulting Agreement.

STAY EXTENSION

18. **THIS COURT ORDERS** that (a) the Stay Period is hereby extended until and including June 30, 2023; and (b) the stay of proceedings granted in favour of Nordstrom US pursuant to paragraph 17 of the Amended and Restated Initial Order is hereby extended until and including June 30, 2023.

GENERAL

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

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any Court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other 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, agencies and regulatory and administrative bodies 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, to grant representative status to the Monitor in any foreign proceeding, or to assist the Nordstrom Canada Entities and the Monitor and their respective agents in carrying out the terms of this Order.

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



CHIEF JUSTICE G.B. MORWETZ

SCHEDULE "A"
SALE GUIDELINES

(Attached)

SALE GUIDELINES

Capitalized terms used but not defined in these Sale Guidelines shall have the meanings ascribed to them in the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 2, 2023 (as amended and restated from time to time, the “**Initial Order**”) made in the proceedings involving, *inter alia*, Nordstrom Canada Retail, Inc. and Nordstrom Canada Leasing LP (collectively, the “**Merchant**”) under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and the Liquidation Sale Approval Order (as defined below), as applicable.

The following procedures shall apply to the sale (the “**Sale**”) of merchandise, inventory, furniture, fixtures and equipment at the Merchant’s retail stores (individually, a “**Store**” and, collectively, the “**Stores**”).

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Court dated March 20, 2023, approving, *inter alia*, the amended & restated consulting agreement between the Merchant and a contractual joint venture comprised of Hilco Merchant Retail Solutions ULC and Gordon Brothers Canada, ULC (collectively, the “**Consultant**”) dated as of March 16, 2023 (as amended and restated from time to time, the “**Consulting Agreement**”) and the transactions contemplated thereunder (the “**Liquidation Sale Approval Order**”); (ii) any further Order of the Court; and/or (iii) any subsequent written agreement between the Merchant and its Landlord(s) and approved by the Consultant, the Sale shall be conducted in accordance with the terms of the applicable Leases. However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each Store remains open during its normal hours of operation provided for in its respective Lease, until the respective Sale Termination Date (as defined below) of each Store. The Sale at the Stores shall end by no later than June 30, 2023 (such date, or such other date as determined in accordance with the Liquidation Sale Approval Order, the “**Sale Termination Date**”). Rent payable under the Leases shall be paid as provided in the Initial Order (including, for certainty, for the period of up to twenty-one (21) days following the applicable Sale Termination Date for each Store (the “**FF&E Removal Period**”).
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as a “everything on sale”, “everything must go”, “store closing” and/or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a “bankruptcy”, a “liquidation” or a “going out of business” sale). Forthwith upon request from a Landlord, the Landlord’s counsel, the Merchant or the Monitor, the Consultant shall provide the proposed signage packages along with proposed dimensions by e-mail to the applicable Landlords or to their counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or these Sale Guidelines and where the provisions of the Lease conflict with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten “you pay” or “topper” signs

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may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and the Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease and shall otherwise be subject to all applicable laws. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone, strip mall or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used; and (ii) where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the Service List. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. The Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall be entitled to include additional merchandise of the Merchant in the Sale; provided that: (i) the additional merchandise is currently in the possession or control of the Merchant (including in any distribution centre used by the Merchant) or has previously been ordered by or on behalf of the Merchant and is currently in transit to the Merchant (including any distribution centre used by the Merchant) or a Store; and (ii) the additional merchandise is of like kind and category and no lesser quality to the merchandise in the Stores at the commencement of the Sale.
7. Conspicuous signs shall be posted in the cash register areas of each of the Stores to the effect that all sales are "final" and customers with any questions or complaints are to call the Merchant's customer care number.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on Landlord's property, unless explicitly permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the Landlord, and no advertising trucks shall be used on Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale and the FF&E Removal Period in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than the FF&E (as defined below)) may be

removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Liquidation Sale Approval Order. Any trade fixtures or personal property left in a Store after the applicable FF&E Removal Period in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement. Notwithstanding the foregoing, the Merchant shall only abandon FF&E pursuant to Section 6(f) of the Consulting Agreement if: (i) the applicable Landlord has consented thereto; (ii) such abandonment is not prohibited under the applicable Lease; or (iii) upon further Order of the Court.

10. Subject to the terms of paragraph 9 above, the Consultant may also sell existing furniture, fixtures and equipment located in the Stores during the Sale and the FF&E Removal Period that are (i) fully owned by the Merchant; (ii) owned jointly by the Merchant and one or more third-party vendors of the Merchant, as directed by the Merchant with the consent of the Monitor and agreed to by such third parties; or (iii) fully owned by a third party if agreed to by such third party and the Merchant with the consent of the Monitor (collectively, the "FF&E"). For greater certainty, FF&E does not include any portion of a Stores' mechanical, electrical, plumbing, security, HVAC, sprinkler, fire suppression, or fire alarm systems (including related fixtures and affixed equipment). The Merchant and the Consultant may advertise the sale of the FF&E consistent with these Sale Guidelines on the understanding that the Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to the Landlord. Additionally, the purchasers of any FF&E sold during the Sale shall only be permitted to remove the FF&E either through the back shipping areas designated by the Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if the FF&E can fit in a shopping bag, with Landlord's supervision if required by the Landlord and in accordance with the Initial Order and the Liquidation Sale Approval Order. The Consultant shall repair any damage to the Stores resulting from the removal of any FF&E or personal property of the Merchant by the Consultant or by third party purchasers of FF&E or personal property from the Consultant.
11. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
12. The Merchant hereby provides notice, including for purposes of the Initial Order, to the Landlords of the Merchant's and the Consultant's intention to sell and remove FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with the Consultant to identify any FF&E that is subject to the Sale. The relevant Landlord shall be entitled to have a representative present in the applicable Stores to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or by further Order of the Court upon application by the Merchant on at least two (2) business days' notice to such Landlord and the Monitor. If the Merchant has disclaimed the Lease

governing such Store in accordance with the CCAA and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA and the Initial Order), and the disclaimer of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to the FF&E in dispute.

13. If a notice of disclaimer of Lease is delivered pursuant to the CCAA and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then:
(i) during the notice period prior to the effective date of the disclaimer, the Landlord may show the affected Store to prospective tenants during normal business hours, on giving the Merchant, the Monitor and the Consultant at least twenty-four (24) hours' prior written notice; and (ii) at the effective date of the disclaimer, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant or any of its affiliates in respect of such Lease or Store; provided that, nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
14. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the Landlords shall have access rights to the Stores as provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
15. The Merchant and the Consultant shall not conduct any auctions of merchandise or FF&E at any of the Stores.
16. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King St. W., Toronto, ON M5H 3C2 Canada, Attn: Jane Dietrich, Esq., Email: jdietrich@cassels.com. If the parties are unable to resolve the dispute between themselves, the Landlord or the Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days written notice to the other party or parties and the Monitor, during which time the Consultant shall suspend all activity in dispute other than activities expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.
17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be, a sale, assignment or transfer of any Lease to the Consultant nor a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to the Landlord any greater rights in relation to the sale, assignment or transfer of any Lease than already exist under the terms of any such Lease.
18. These Sale Guidelines may be amended on a Store-by-Store basis, by written agreement between the Merchant, the Consultant, and the applicable Landlord, with the consent of the Monitor; provided however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.

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

Court File No: CV-23-00695619-00CI

Applicants

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

LIQUIDATION SALE APPROVAL ORDER

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Lawyers for the Applicants

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

Court File No: CV-23-00695619-00

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

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

LIQUIDATION SALE APPROVAL ORDER

OSLER, HOSKIN & HARCOURT LLP

1 First Canadian Place, P.O. Box 50

Toronto, ON M5X 1B8

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Marleigh Dick (LSO# 79390S)

Tel: 416.862.4725

Email: mdick@osler.com

Lawyers for the Applicants

This is Exhibit "D" referred to in the Affidavit of Misti
Heckel sworn May 19, 2023.

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

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

CONSULTING SERVICES AGREEMENT dated as of **March 22, 2023****BETWEEN:**

Nordstrom Canada Leasing LP ("**Nordstrom**")
 745 Thurlow Street, Suite 2400
 Vancouver, BC V6E 0C5

Attn: John Dolson
 Email: john.dolson@nordstrom.com

-and-

Jones Lang LaSalle Real Estate Services, Inc. ("**Consultant**")
 22 Adelaide Street West, Suite 2600
 Toronto, Ontario M5H 4E3

Attn: Tim Sanderson
 Email: tim.sanderson@jll.com

Nordstrom and Consultant agree as follows:

- 1) **SERVICES.** Consultant agrees to provide the consulting services described in Exhibit A attached hereto ("**Services**") and deemed to form part of this Consulting Services Agreement ("**Agreement**"). The term of this Agreement ("**Term**") will commence on the date hereof and expire on June 30, 2023 subject to Nordstrom's ability, in its sole and absolute discretion and in consultation with the Monitor (as hereinafter defined), to extend the Term from time to time for up to an additional ninety (90) days.

- 2) **COMPENSATION.**

Nordstrom will pay gross compensation as follows:

- a) **First Mandate:** A lump sum one-time payment of \$50,000.00 plus Harmonized Sales Tax ("**HST**") thereon in consideration of Consultant preparing and delivering the Lease Analysis and Marketing Report referred to in Exhibit "A" hereto addressed to Nordstrom and the Monitor ("**Report**"); and
- b) **Second Mandate** Following the delivery of the Report, a monthly fee of \$40,000.00, plus HST during which the Services are performed by Consultant under this Agreement (to a maximum amount of \$160,000.00, plus HST). In connection with any Court-approved sale, transfer or assignment of any Lease (defined in Exhibit "A"), upon a successful closing, Nordstrom will also pay a one-time gross fee per Lease of \$1.50 per square foot + HST (to a maximum of \$375,000.00 + HST per Lease) for Anchor Leases (any Lease for premises operated as a Full Line Store) and a one-time gross fee of \$4.00 per square foot + HST per Rack Lease (any Lease for premises operated as a Rack Store).

Assuming a successful closing, where applicable, Nordstrom will pay Consultant within thirty (30) days after receipt of proper invoices submitted by Consultant (which invoices shall contain Consultant's HST registration number). Save and except for the aforementioned compensation, Consultant shall not be entitled to any other compensation and/or remuneration and shall bear all of its costs and expenses in connection with the Services.

3) **RELATIONSHIP OF THE PARTIES.**

- a) **Independent Contractors.** An independent contractor relationship shall be created by this Agreement. Consultant agrees to perform the Services in accordance with Nordstrom's standards and specifications, subject to input from Alvarez & Marsal Canada Inc., in its capacity as court appointed Monitor of Nordstrom and certain related entities (the "**Monitor**"). All Services performed pursuant to this Agreement are subject to Nordstrom's and Monitor's approval.
- b) **Taxes and Benefits.** No taxes of any kind shall be withheld or paid by Nordstrom on behalf of Consultant. Consultant shall withhold and pay all applicable taxes and other amounts to the relevant governmental authorities, including but not limited to amounts under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Employer Health Tax Act* (Ontario) and the *Canada Pension Plan Act*. Consultant shall file all returns incident to such taxes and shall submit proof of same if so requested. Nordstrom shall not provide Consultant or its employees with workers' compensation insurance coverage, employee benefits of any kind, or any other type of insurance to Consultant or its employees. Nordstrom has no obligation to provide any employee or other benefit to Consultant or its employees. Consultant shall be responsible for the timely payment of any sales or service tax incurred with respect to the Services. Consultant shall indicate proper tax identification numbers on its invoices if taxes are required to be charged on its fees and expenses, and Consultant shall advise Nordstrom in writing immediately if any policy is not renewed or materially changed.

- 4) **EMPLOYEES AND SUBCONTRACTORS.** Each person or entity engaged by Consultant in connection with the Services shall do so in the course of his or her employment with Consultant, or, alternatively, pursuant to written agreements with Consultant, confirming an assignment of all rights in and to the Deliverables including, but not limited to, any copyrights, trademarks and/or patents therein, to Nordstrom. Consultant shall indemnify, defend and reimburse Nordstrom any fees, expenses, losses or damages incurred due to the actions of each person or entity engaged by Consultant in connection with the Services.

- 5) **COURT PROCEEDINGS.** Nordstrom and its affiliates sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order dated March 2, 2023 (as amended, restated or varied from time to time, the "**Initial Order**") granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). The Monitor was appointed as monitor in the CCAA proceedings. Consultant acknowledges and agrees that the Services shall be subject to the terms of the Initial Order and such further orders as may be made by the Court from time to time. Consultant agrees that during the pendency of any such proceedings, it shall perform its obligations under this Agreement and that it shall file any required interim and final applications for

allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to applicable Canadian laws and rules and any orders of any relevant Canadian court or authority. The Report may be referred to or published in Court documents or otherwise disclosed by the Monitor in its capacity as monitor in the CCAA proceedings from time to time.

6) **EXCLUSIVITY & DUTY OF CARE.**

- a) Nordstrom agrees to use Consultant exclusively to carry out the Services for the Leases (as outlined under Exhibit A attached hereto) during the term of this Agreement (as it may be extended). Consultant is free to contract to perform work for others while under contract with Nordstrom; provided, however, that Consultant further agrees that such other work shall not impair, impede or conflict in any way with the Services Consultant is to provide under this Agreement.
- b) Notwithstanding anything else contained herein, Consultant covenants and agrees that: (i) Tim Sanderson and Scott Lee will act solely on behalf of Nordstrom and shall be responsible for promoting and protecting Nordstrom's interests in connection with the sale or other disposition of each of the Leases. Without limiting the foregoing, Consultant agrees that: (A) it shall have no direct or indirect interest in any entity purchasing or proposing to purchase a Lease or receive any compensation, commissions or other consideration without first obtaining Nordstrom's prior written consent, which consent may be withheld by Nordstrom in Nordstrom's sole and absolute discretion; and (B) it shall forthwith and from time to time hereafter disclose to Nordstrom in writing any potential conflicts of interest it may be subject to (including, acting for competing vendors of other properties) and it shall implement those procedures which Nordstrom, deems necessary to protect Nordstrom's interests.

- 7) **REPRESENTATIONS AND WARRANTIES.** Consultant represents, warrants and covenants that: (a) Consultant has full capacity to execute and perform this Agreement and has the requisite licenses to provide brokerage services in each of the Properties in which the Properties are located; (b) Consultant and its employees may provide the Services to Nordstrom without breaching or interfering with any other agreement to which Consultant or its employees are bound; (c) Consultant's performance hereunder shall be in compliance with all applicable laws, rules, regulations and statutes; (d) the Services: (i) shall be provided in a professional and workmanlike manner and shall be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; and (ii) shall meet or exceed all applicable industry standards; (e) all works of authorship, inventions and ideas created or conceived by Consultant hereunder and Services rendered by Consultant hereunder will not infringe upon or violate any patent, copyright, trade secret, trademark, invention, proprietary information, confidentiality, or other rights of any third party; and (f) Consultant has not been engaged and has not agreed to perform work for others that will impair, impede or conflict with the Services Consultant is to provide under this Agreement. If Consultant becomes aware of any such possible infringement in the course of performing Services hereunder, Consultant shall immediately notify Nordstrom in writing.

8) TERMINATION OF AGREEMENT.

- a) This Agreement will continue until the earlier of (i) the last day of the Term; and (ii) the date on which terminated by Nordstrom in accordance with the terms of this Agreement.
- b) Nordstrom may, in its sole and absolute discretion, terminate any or all outstanding Services, or any portion thereof, upon notice to Consultant. For this purpose, notice may be given as provided in Paragraph 20. Upon termination, Nordstrom's sole obligation to Consultant shall be to pay Consultant for all work performed and accepted through the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed and that Consultant shall cease to incur any expenses upon receiving such termination notice. Nordstrom shall not be responsible for any reimbursable expenses incurred after the date of such termination notice unless such expenses have been approved by Nordstrom after the date of such termination notice or could not reasonably have been avoided by Consultant.
- c) Nordstrom may, in its sole and absolute discretion, terminate this Agreement immediately by written notice to Consultant if Consultant breaches any representations, warranties or covenants set forth in this Agreement and Consultant has not rectified same within three (3) business days of receipt of Nordstrom's written notice.
- d) Notwithstanding the foregoing or anything else contained herein or elsewhere, Nordstrom may, in its sole and absolute discretion, terminate this Agreement at any time with or without cause, and for greater certainty, without any liability, by providing 15 days' prior written notice to Consultant. Termination is effective 15 days after the date of the notice or such later date as specified in the notice.
- e) Nordstrom may, in its sole and absolute discretion, terminate this Agreement, by providing one (1) days' prior written notice to Consultant, if: (i) Nordstrom is restricted in or enjoined from dealing with the Leases by a court of competent jurisdiction, or (ii) a court or a governmental or regulatory authority issues an order, decree or ruling, or takes any other action restraining, enjoining or otherwise prohibiting the sale transactions of the Leases;
- f) Upon termination of this Agreement, Consultant shall transfer, assign and make available to Nordstrom all property and materials in Consultant's possession or control belonging to or paid for by Nordstrom, as well as all information regarding the Services provided hereunder.
- g) Upon the termination of this Agreement in accordance with the terms hereof, Nordstrom shall be immediately released from any further obligations to Consultant hereunder except the obligation to pay to Consultant commissions with respect to Lease(s) or leased locations procured by Consultant in accordance with the terms hereof, and all other rights of Nordstrom or Consultant hereunder shall thereupon terminate. Notwithstanding the termination of this Agreement, Consultant shall continue to be entitled to receive commissions with respect to any prospective tenant/purchaser who commenced negotiations with Nordstrom prior to the

termination of the Agreement, provided that any such prospective tenant/purchaser and Nordstrom executed and delivered a binding Lease agreement within sixty (60) days following the effective termination date of this Agreement less any other commissions or fees paid by Nordstrom to other third party brokers or agents. Consultant shall deliver to Nordstrom within fifteen (15) days following any termination of this Agreement, a list of all prospective tenants/purchasers who commenced negotiations prior to termination of this Agreement and Consultant shall not in any event be entitled to be paid commissions with respect to any prospective tenant/purchasers not set forth on such list.

- 9) **CONFIDENTIALITY.** Consultant covenants and agrees to keep confidential and shall ensure that those for whom it is at law responsible and its advisors keep confidential the provisions of this Agreement and the Confidential Information (as hereinafter defined). Consultant will not disclose Confidential Information except: (a) to its officers, directors, agents, lawyers and employees: (i) whose duties in connection with the performance of the Services justify their need to know such Confidential Information, and (ii) who have been clearly informed by Consultant of this Agreement and their obligation to maintain the confidentiality of the Confidential Information, and Consultant is satisfied that such officers, directors, agents, attorneys and employees will act in accordance herewith; (b) to the extent requested or required by applicable rule, regulation, statute, court order, interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other legal process; provided Consultant has given Nordstrom prompt written notice of such required disclosure and, to the extent permissible under applicable law or regulation, has given Nordstrom an opportunity to contest any such request or requirement at Nordstrom's expense; (c) as otherwise permitted by Nordstrom in writing. Consultant may use the Confidential Information, or any information that it develops based on the Confidential Information, only in connection with the performance of the Services. Consultant represents and warrants that it has taken appropriate measures to protect the confidentiality of Confidential Information. Consultant will use the same care to prevent the unauthorized use or disclosure of Confidential Information as Consultant uses with respect to its other clients, but no less than the case a reasonable business person would use under similar circumstances. Consultant will notify Nordstrom promptly, and shall use commercially reasonable efforts to cooperate with Nordstrom, in the event Consultant becoming aware of any unauthorized access, use or disclosure of Confidential Information. Upon Nordstrom's request, Consultant shall cease using and promptly arrange for the return to Nordstrom or destruction of all copies (whether hard, electronic or otherwise) of any Confidential Information then in Consultant's possession or control, except for the portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by Consultant, which will be held by Consultant in accordance with the terms of this Agreement or destroyed to the extent practicable and permitted by applicable law.

"Confidential Information" means all information relating to any of the Properties or used in Nordstrom's business, even if it is not marked "confidential" that is disclosed to Consultant in connection with the Services or this Agreement. The term "Confidential Information" does not include information that: (a) is or becomes known to the public through no fault of Consultant; (b) Consultant rightfully possessed before receiving it from or on behalf of Nordstrom; (c) is subsequently disclosed to Consultant by a third-party who insofar as is

known to Consultant is not under an obligation of confidentiality; and (d) Consultant develops independently without using Confidential Information.

10) **PROPRIETARY RIGHTS.**

- a) **Deliverables.** As used herein, the term “**Deliverables**” means all work product, discoveries, improvements, ideas, processes, techniques, specifications, diagrams, artwork, data files, formulae, code, programs, documents, manuals, sound or video recordings, designs, fixtures, equipment, inventions (whether or not patentable), created, conceived, authored or invented by Consultant (either solely or jointly with others), in connection with performing any Services for Nordstrom. Consultant agrees to make full and prompt disclosure to Nordstrom in writing of any and all Deliverables.
- b) **Pre-existing Materials.** The Parties acknowledge that the Deliverables may include discoveries, improvements, ideas, works of authorship, inventions, know-how, and other technology that is (a) created prior to the Date of Agreement or independently of performing any work for Nordstrom and (b) is owned prior to the Date of Agreement by Consultant or others who consent to such use by Consultant and Consultant’s clients (hereinafter “Preexisting Materials”). Nordstrom acknowledges and agrees that the Preexisting Materials are owned by Consultant and ownership thereof is not assigned to Nordstrom. Consultant hereby grants to Nordstrom and irrevocable, perpetual, transferable, non-exclusive, royalty free, worldwide license to make, use, sell and import (and to have others make, use, sell and import), modify, reproduce and publish any such pre-existing Materials in connection with Deliverables, for all purposes related to Nordstrom’s business.

Deliverables Owned By Nordstrom. Consultant does hereby assign to Nordstrom or its designee the entire worldwide right, title, interest and any goodwill appurtenant to the Deliverables (other than Preexisting Materials), including without limitation, all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, patent rights, priority rights and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised, regardless of whether such Deliverables are selected or used by Nordstrom. Nordstrom may add to, subtract from, arrange, rearrange, change and adapt the Deliverables in Nordstrom’s sole and absolute discretion, and Consultant hereby waives all rights under U.S., Canadian, or other foreign copyright laws for any and all purposes for which such Deliverables may be used, and any rights of attribution and integrity or any other moral rights with respect to such Deliverables and any uses thereof to the full extent now or hereafter permitted by the laws of the U.S., Canada, or any other country.

- 11) **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless Nordstrom and its officers, directors, shareholders, contractors, agents and employees (collectively, the “Indemnified Parties”) from and against: (a) any and all liabilities, obligations, losses, damages, injuries, penalties, actions, judgments, suits, claims, costs, expenses or disbursements (including without limitation, reasonable legal fees and legal costs), arising out of, or in connection with any negligence, intentional misconduct or fraud by Consultant or by Consultant’s employees or agents arising out of the performance of Services.

- 12) **NO USE OF NORDSTROM'S NAME.** Consultant shall not use Nordstrom's name, trademarks, service marks or logos in any advertisements, press releases or materials of a public or promotional nature or in soliciting other clients without first obtaining Nordstrom's written permission, which may be withheld in Nordstrom's sole and absolute discretion, which permission may be arbitrarily withheld by Nordstrom. Nordstrom and Consultant acknowledge that Consultant has the permission to use Nordstrom's name and logo in connection with an existing consulting agreement between the parties. In addition, Consultant agrees that it shall not negatively reference or disparage Nordstrom.
- 13) **RIGHT TO OFFSET.** Intentionally deleted.
- 14) **NO WAIVER.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 15) **AMENDMENTS.** The parties agree that this Agreement may be amended only upon mutual written agreement signed by both parties.
- 16) **SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
- 17) **SURVIVAL.** All warranties and indemnities survive the termination or expiration of this Agreement. In addition, every other provision that by its terms is intended to survive termination or expiration of this Agreement will do so.
- 18) **GOVERNING LAW.** This Agreement shall be governed by the laws of Ontario and all laws of Canada applicable therein. Each party hereto submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in such Ontario courts. The parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or related to this Agreement in the Ontario courts sitting in Toronto, including the objection that the proceedings have been brought in an inconvenient forum.
- 19) **ANTI-CORRUPTION.** Consultant agrees to comply with all United States export control and economic sanction laws, the United States Foreign Corrupt Practices Act ("FCPA") and all other applicable anti-bribery laws. Consultant represents, warrants, conditions and agrees that neither Consultant nor anyone acting on Consultant's behalf has committed or will commit any act in connection with activities undertaken for Nordstrom or its affiliates that would result in a violation of the FCPA or any other anti-bribery law. Furthermore, in connection with activities undertaken for Nordstrom or its affiliates, Consultant and anyone acting on Consultant's behalf shall not, directly or indirectly, give, offer to give, or authorize the giving of any money or anything else of value to any person for the purpose of obtaining, retaining, or directing business by (a) improperly influencing any act or decision, (b) improperly inducing the recipient to act or refrain from acting in violation of

a legal duty, (c) securing any other improper advantage, or (d) expediting or securing the performance of any routine governmental action. Consultant shall immediately notify Nordstrom of any actual or suspected breach of this Paragraph.

- 20) **NOTICES.** All notices permitted or required under this Agreement must be in writing and must be delivered in one of the following ways: (i) personally, with such notice effective upon delivery; (ii) by nationally-recognized overnight courier, with such notice effective at the date and time noted in the delivery records of the overnight courier; or (iii) by email, with such notice effective upon receipt or upon the business day that delivery is made. Either party may change its address for notice upon 10 days' written notice to the other party. Notices shall be sent to the address for each party set forth above. A copy of notices (legal matters only) for the Consultant shall be sent as follows:

Jones Lang LaSalle Real Estate Services, Inc.
22 Adelaide St W., 26th Floor
Toronto ON
M5H 4E3

Attn: Head of Legal
Email: paul.greven@am.jll.com

- 21) **ASSIGNMENT.** This Agreement shall enure to the benefit of and be binding upon Nordstrom, its successors and assigns. This Agreement, and any rights, obligations and interests hereunder, shall not be assignable by Consultant.
- 22) **ENTIRE AGREEMENT.** This Agreement constitutes the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- 23) **HEALTH AND SAFETY.** Consultant represents that it is familiar with the provisions of the occupational health and safety statutes and regulations in the jurisdiction in which the Services will be provided and will comply strictly at all times therewith. Consultant represents that it is not required to apply for coverage under the applicable workers compensation legislation in connection with performing the Services.
- 24) **PRIVACY.**
- a) Consultant shall comply with Nordstrom's privacy policy in effect from time to time.
 - b) Consultant acknowledges and agrees that information, in any form, about an identifiable individual (including, without limitation, customer and client contact information and Nordstrom's employees (such as name, address, e-mail address and telephone number), proof of identity (such as signature and driver's licence number), financial and billing information (such as credit card details and credit history) and demographic information (such as age, education and occupation)) acquired by Consultant in connection with the performance of its obligations under this Agreement (collectively, "**Personal Information**") shall be considered proprietary information of Nordstrom and all right, title and interest in and to Personal Information is owned by

Nordstrom. Consultant agrees that it shall use all Personal Information, provided by Nordstrom only for the purposes specified by Nordstrom. Upon request from Nordstrom, Consultant shall either destroy or provide to Nordstrom all such Personal Information.

- c) Consultant shall independently collect Personal Information only with the prior approval of Nordstrom. In such circumstances, Consultant shall limit the collection of Personal Information to that which is necessary to perform its obligations under this Agreement. Consultant shall identify and document the purposes for which such Personal Information is collected either at or before the time information is collected.
- d) Consultant shall limit its use of Personal Information to those purposes which are necessary to perform the Services and shall maintain Personal Information in strict confidence. Unless authorized by Nordstrom in writing or otherwise required by law, Consultant will not disclose Personal Information that is collected or held by Consultant to any third parties for any reason whatsoever. If Consultant is served with a court order compelling disclosure of Personal Information, Consultant will notify Nordstrom of the order, and will permit Nordstrom a reasonable opportunity to intervene before Consultant files any response to the order.
- e) Consultant shall immediately refer to Nordstrom (i) any questions or complaints received by Consultant regarding the privacy practices of Nordstrom, or of Consultant with respect to the Services and (ii) any individuals looking for access to their Personal Information with respect to the Services. Consultant shall assign responsibility to a person responsible for all Personal Information with respect to the services performed under this Agreement in its possession or under its control and for ensuring that the terms of this Agreement with respect to Personal Information are being followed.
- f) Consultant shall take all reasonable security safeguards consistent with Nordstrom's privacy policy that are necessary to protect the Personal Information against loss, theft, unauthorized access, disclosure, copying, use or modification. Such security safeguards shall include, as consistent with Nordstrom's privacy policy, limiting access to employees on a "need-to-know" basis, implementing password and physical access controls, or other means, where appropriate and depending on the sensitivity of the Personal Information.
- g) The obligations of Consultant set forth in this Paragraph shall survive termination or expiration of this Agreement.

25) **PROFESSIONAL ADVICE.** Consultant acknowledges that it has read and understands the terms and conditions contained in this Agreement, and that Nordstrom has provided a reasonable opportunity for Consultant to obtain independent legal advice prior to executing this Agreement. Nordstrom acknowledges and agrees that Consultant and its agents are not providing any legal, tax or environmental advice in connection with this Agreement.

26) **COUNTERPART EXECUTION.** This Agreement may be executed in as many counterparts as the parties hereto may deem necessary or convenient, and each such counterpart shall be deemed an original, but all of which, together, shall constitute one and the same document. This Agreement and/or counterparts hereto may also be executed in

original, email (PDF form) and parties hereto agree to adopt any signatures received by email (PDF form) as original signatures of the parties.

- 27) **NO LIABILITY OF OFFICERS, DIRECTORS.** In the enforcement of their rights hereunder, the parties agree that neither of them shall seek or obtain a money judgment, or exercise any other right or remedy, against any of the officers, directors, shareholders, employees, agents or principals (disclosed or undisclosed) of the parties or any of their successors or assigns. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any indirect, incidental, or consequential damages in connection with this Agreement, including, but not limited to, lost profits. Except for any breach of any indemnification obligations described in Section 11, in no event shall Consultant's liability to Nordstorm exceed \$7,000,000.00. The terms and conditions set forth in this clause shall survive the expiration or termination of this Agreement.

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

**JONES LANG LASALLE REAL ESTATE
SERVICES, INC.**



Signature:

Tim SANDERSON

Name (Print)

**NORDSTROM CANADA LEASING LP, by its
general partner NORDSTROM CANADA
HOLDINGS, LLC**



Signature:

Misti Heckel

Name (Print)

EXHIBIT A**SCOPE OF SERVICES**

Consultant will provide the following real estate advisory services to Nordstrom in connection with the proposed sale, assignment and/or transfer of the leases described in the table below under the heading “**Leases**” (collectively, the “**Leases**” and each a “**Lease**”):

First Mandate:

- (a) Consultant to review all Leases and determine if any have realizable value in the market, whether to other tenants or the relevant landlord; and
- (b) Consultant shall prepare and deliver a Lease Analysis and Marketing Report on a Lease by Lease basis which: (i) takes into account item (a) above; (ii) considers the rent thereunder and compares it to other rents for similar premises in similar locations; (iii) provides its opinion as to the possibility of a third party taking a transfer of the Lease or the applicable landlord repurchasing or otherwise accepting a surrender of the Lease; and (iv) provides a realistic timeline for the applicable landlord to re-lease, repurpose or otherwise redevelop each leased location. This Report shall be delivered to Nordstrom in draft for Nordstrom’s review and input prior to being finalized.

Second Mandate:

- (c) provide local knowledge regarding real estate market conditions and activity;
- (d) leverage landlord, tenant, distribution and other potential purchaser or tenant relationships in support of sale, assignment or transfer;
- (e) assist with the sale or other termination of the Leases and advise and consult with Nordstrom and the Monitor throughout sale proceedings; and
- (f) provide any required licensed real estate brokerage services.

In connection with the Services, Consultant also agrees to:

- (g) at Nordstrom’s request, co-operate with all licensed real estate brokers, representatives and agents in the sale of a Lease; and
- (h) at Nordstrom’s request, assist Nordstrom in negotiating binding agreements of purchase and sale or assignments (commercial or financial terms only) with those parties identified by Nordstrom and after the execution of a binding agreement of purchase and sale assist and facilitate with the sale.

In performing the Services, Consultant shall act in Nordstrom’s best interests only and only receive instructions from individuals approved by Nordstrom from time to time in writing. Consultant shall have no authority to: (i) commit Nordstrom to any sale of a Lease; (ii) provide information concerning a Lease or leased location which has not been pre-approved in writing by Nordstrom; (iii) make statements, representations or warranties about a Property; and/or (iv) act in any capacity other than as set forth in this Agreement. All unsolicited written enquiries received by Consultant and all offers submitted to Consultant in respect of a Lease or leased location shall be brought to Nordstrom’s attention. All unsolicited written enquiries received by Nordstrom and all offers submitted to Nordstrom in respect of a Lease or leased location shall be brought to Consultant’s attention during the Term on a confidential basis.

LEASES**I. FULL LINE STORES**

Store No.	Property	Address	Landlord Group
833	Sherway Gardens	25 The West Mall, Etobicoke, ON	Cadillac Fairview
834	Yorkdale Shopping Centre	3401 Dufferin Street, Toronto, ON	Oxford Properties Group
830	Chinook	6455 Macleod Trail, Calgary AB	Cadillac Fairview
832	Pacific Centre	799 Robson St, Vancouver, B.C.	Cadillac Fairview
835	Eaton Centre	260 Yonge St., Toronto, ON	Cadillac Fairview
831	Rideau Centre	50 Rideau St, Ottawa, ON	Cadillac Fairview

II. RACK STORES

Store No.	Property	Address	Landlord
842	South Edmonton Common (Rack)	1910-102 Street NW, Edmonton, AB	Cameron Development Corporation
841	Vaughan Mills (Rack)	1 Bass Pro Mills Dr., Vaughan, ON	Ivanhoe Cambridge
843	Britannia Forum within the Heartland Town Centre (Rack)	788 Boyer Blvd, Mississauga, ON	Orlando Corporation
844	One Bloor Street East (Rack)	731 Yonge St., Toronto, ON	First Capital
845	Ottawa Train Yards (Rack)	100-223 Colonnade Road South, Ottawa, ON	1221986 Ontario Inc. Ottawa Train Yards Inc.
846	Deerfoot Meadows (Rack)	277 - 8180 11th Street SE, Calgary, AB	Ivanhoe Cambridge Inc.
840	Willowbrook Langley (Rack)	19705 Fraser Hwy, Langley, B.C.	bcIMC Realty Corporation & QuadReal

7357909.6

This is Exhibit "E" referred to in the Affidavit of Misti
Heckel sworn May 19, 2023.

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

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

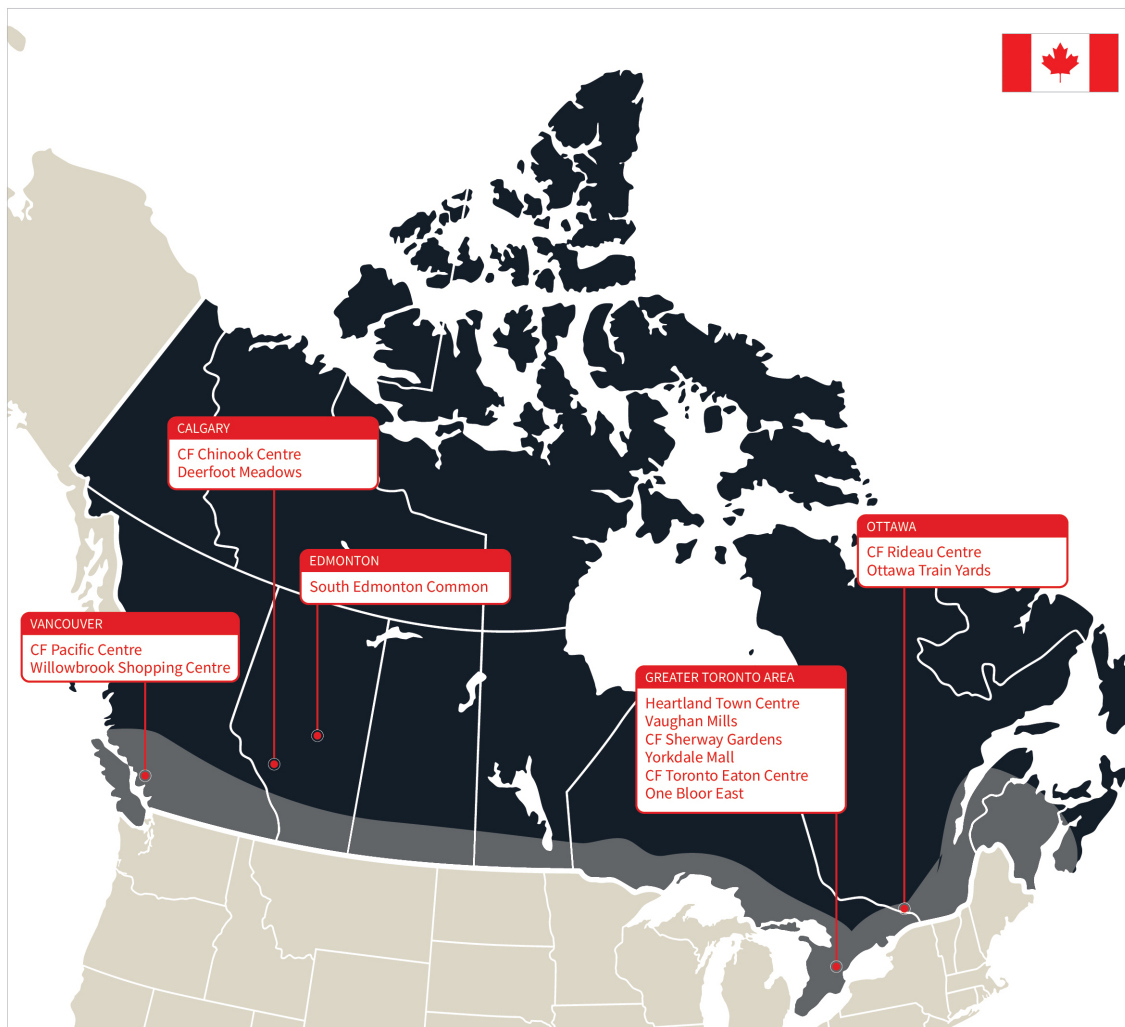
Davis, Hannah

From: Tim Sanderson <OfficeofTimSanderson@jll.com>
Sent: Friday, April 14, 2023 3:30 PM
To: Sleep-Tulloch, Jordan
Subject: [EXTERNAL] Lease Disposition | National Retail Portfolio

Caution: Message from external sender

Trouble reading this e-mail? [View as a web page](#)

LEASE DISPOSITIONS NATIONAL RETAIL PORTFOLIO



THE OFFERING

On March 2, 2023, Nordstrom Canada Retail, Inc., Nordstrom Canada Holdings, LLC and Nordstrom Canada Holdings II, LLC were granted protection under the Companies' Creditors Arrangement Act (the "CCAA") pursuant to an initial order (the "Initial Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court"). The stay of proceedings and other protections and authorizations in the Initial Order were also extended to Nordstrom Canada Leasing LP ("Canada Leasing LP").

Jones Lang LaSalle Real Estate Services, Inc. ("JLL") has been engaged as exclusive real estate Consultant by Canada Leasing LP to assist in the sale, transfer and/or assignment of Canada Leasing LP's real property leases. There are a total of 13 retail leases located throughout Canada, with leases for six (6) full-line stores in the highest performing enclosed malls in the country and leases for seven (7) large format stores in strategically located centres. Each of the stores was purpose built or substantially renovated as part of Nordstrom's entry into the Canadian market beginning in 2014. The total portfolio is comprised of just over 1.3 million square feet under favorable tenant lease terms.

JLL is seeking bids for each of the 13 retail leases. Bid deadlines have not yet been established but are anticipated to be prior to the end of April, 2023 for the large format store leases and prior to the end of May, 2023 for the full-line store leases. In order to receive access to confidential information regarding the leases, interested parties must sign a non-disclosure agreement ("NDA"). The NDA must be signed by a first party representative of the interested party.

[Click here to request the NDA](#)

JLL Canada Retail

JLL Canada

22 Adelaide Street West, Suite 2600

Toronto, ON M5H 4E3

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included in any information store and/or retrieval system without prior written permission of Jones Lang LaSalle IP, Inc. Jones Lang LaSalle Real Estate Services, Inc. Real Estate Brokerage, Inc., *Sales Representative **Broker

This email was sent to jordan.sleep-tulloch@jll.com by Jones Lang LaSalle Real Estate Services, Inc.
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235 Yorkland Blvd., 5th Floor, Toronto, Ontario M2J 4Y8, Canada +1 647 728 0457
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This is Exhibit "F" referred to in the Affidavit of Misti
Heckel sworn May 19, 2023.



Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

Davis, Hannah

From: Sleep-Tulloch, Jordan <Jordan.Sleep-Tulloch@jll.com>
Sent: Wednesday, April 19, 2023 6:34 PM
Cc: Sanderson, Tim; Lee, Scott; Relouw, Jackson
Subject: RE: Nordstrom Canada Leasing | Deadline for Submissions of Interest for Nordstrom Rack Leases

Hello,

We are writing to you in our capacity as the exclusive real estate Consultant to Nordstrom Canada Leasing LP ("Canada Leasing LP") within Canada Leasing LP's ongoing proceedings under the *Companies' Creditors Arrangement Act* ("CCAA").

In that regard, we are writing to advise that the deadline for the submission of non-binding expressions of interest (each an "EOI") for the possible sale, transfer and/or assignment of one or more of Canada Leasing LP's leases for the Nordstrom Rack stores is **Friday, April 28, 2023 at 5:00 p.m. Eastern Time** (the "Submission Deadline").

Your expression of interest must set out, at a minimum:

1. **Purchaser/Assignee:** the full legal entity name of the party submitting the EOI and those of any relevant parent or affiliated entities;
2. **Lease Locations:** the lease(s) that you are interested in assuming;
3. **Banners:** the name of the business that you would open for each location that you are interested in;
4. **Occupancy Date:** your proposed occupancy date;
5. **Consideration:** the cash consideration, for each individual lease, that you are prepared to provide;
6. **Financial Capability:** confirmation that the entity submitting the bid has a satisfactory financial covenant to satisfy the obligations under the lease(s), or provide the name of a proposed indemnifier with such satisfactory covenant;
7. **Permitted Use:** your proposed permitted use. Confirmation that you have reviewed the exclusive use restrictions and prohibited uses included in the lease(s) and are satisfied with same;
8. **Lease Amendments:** confirmation that no amendments will be requested to a lease, except for a change in: (i) the permitted use to your required permitted use; (ii) any trade name provisions to permit the use of your trade name; and (iii) any signage provisions to permit your signage; and
9. **Closing Conditions:** any material terms and conditions that would be required in order to complete the transaction(s).

We encourage you to submit your EOI well in advance of the Submission Deadline to allow for additional time to clarify aspects of your EOI, in conjunction with the Court-appointed CCAA Monitor, Alvarez & Marsal Canada Inc. Following the receipt of an EOI, if the proposed terms are acceptable, Canada Leasing LP's legal counsel will provide you with a form of transaction agreement(s) incorporating such terms on an expedited basis. There are no assurances or guarantee of any kind that the best EOI or any EOI will be accepted.

None of JLL, Canada Leasing LP, its parent and affiliates, its advisors, or the Court-appointed CCAA Monitor, assume any liability or obligation whatsoever to you or any interested party in connection with this process, including, but not limited to, as a result of the rejection of any or all of the EOIs, the acceptance of another interested party's EOI or the termination of the process. You acknowledge and accept that none of JLL, Canada Leasing LP, its parent and affiliates, its advisors, or the Court-appointed CCAA Monitor has not made any commitment or otherwise incurred any obligation to consider or conclude any transaction with you, and that Canada Leasing LP remains free to conclude such a transaction at any time with any person without notice to you or to other parties, or to withdraw or terminate the transaction contemplated by this email at any time and Canada Leasing LP will have no liability to you for damages or other compensation in relation

to any such actions or in relation to the rejection of any offer of any kind at any time. You acknowledge and agree that all costs, expenses or other liabilities that you or any of your affiliates, agents, representatives or advisers may incur in connection with your EOI or the transaction contemplated by this email shall be entirely for your own account and that Canada Leasing LP will not have any liabilities to you in respect of such costs, expenses or other obligations or liabilities.

The terms and content of this email are subject to the terms of the non-disclosure agreement previously executed by you.

Should you have any questions or concerns, please contact a member of our team.

Thanks,

Jordan Sleep-Tulloch

Mobile +1 416 795 9334

Direct +1 416 363 9218

This is Exhibit "G" referred to in the Affidavit of Misti
Heckel sworn May 19, 2023.

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

Commissioner for Taking Affidavits (or as may be)

HANNAH DAVIS

Known Employee Claims Methodology¹ (Jointly developed by Employee Representative Counsel and Nordstrom Canada in consultation with the Monitor)

Management Level/Pay Band	Base	Additional Weeks per Completed Year of Service	Additional Weeks based on Age ²	Minimum/Maximum
8	2 weeks	2 weeks/year	Add 4 weeks if over 55 at termination	Minimum: 4 weeks Maximum: 52 weeks
9	3 weeks	2.5 weeks/year	Add 4 weeks if 50-55 at termination Add 5 weeks if 56-60 at termination Add 8 weeks if over 60 at termination	Minimum: 6 weeks Maximum: 78 weeks
10	4 weeks	3 weeks/year	Add 4 weeks if 50-55 at termination Add 5 weeks if 56-60 at termination Add 8 weeks if over 60 at termination	Minimum: 6 weeks Maximum: 78 weeks
11	5 weeks	3.5 weeks/year	Add 4 weeks if 50-55 at termination Add 5 weeks if 56-60 at termination Add 8 weeks if over 60 at termination	Minimum: 8 weeks Maximum: 78 weeks

¹ Methodology will produce the weeks of “reasonable notice” for Known Employee Claims, which will run concurrently with and be inclusive of any working notice and/or Employee Trust payments. In the event the Methodology produces any additional weeks of “reasonable notice” beyond the working notice and Employee Trust payments, Known Employee Claimants will receive a Statement of Negative Notice Claim in respect of the additional weeks. Such claim will be calculated on the basis of the employee’s age, length of service and position on March 22, 2023 as reflected in Nordstrom Canada’s books and records, and will be determined based on the employee’s regular wages for a regular work week as calculated in connection with the Employee Trust payments. For the avoidance of doubt, such Known Employee Claims amounts are inclusive of any benefit or other amounts that may be claimed over the common law notice period and shall not be subject to any mitigation discount. Any Known Employee Claims amounts payable as part of the CCAA Proceedings shall be subject to applicable withholdings and deductions.

² For the avoidance of doubt, the additional weeks based on age are not cumulative. For example, a 57 year old Level 9 employee is entitled to 5 additional weeks, not 9 (5+4) additional weeks.

Management Level/Pay Band	Base	Additional Weeks per Completed Year of Service	Additional Weeks based on Age ²	Minimum/Maximum
13	6 weeks	4 weeks/year	Add 4 weeks if 50-55 at termination Add 5 weeks if 56-60 at termination Add 8 weeks if over 60 at termination	Minimum: 8 weeks Maximum: 78 weeks

Employee Classifications by Management Level/Pay Band

Management Level/Pay Band	Relevant Classifications
8	Shoe Shiner
9	Salesperson Rack, Logistics Processor, Service Experience Rep
10	Salesperson FLS, Barista, Full Service Server, Bartender, Cash Room Rep, Customization Specialist
11	Counter Manager, Personal Stylist, Beauty Stylist, Salesperson Designer, Sewer/Presser, Visual Merchandiser
12	None
13	Sous Chef NS, Supplier Coordinator

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	TUESDAY, THE 30 TH
)	
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 ●, 2023, and on hearing the submissions of respective counsel for the Nordstrom Canada Entities, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of ● sworn May ●, 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 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 44 of this Order, or by mutual agreement of the applicable parties pursuant to paragraph 45 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 the Liquidation Sale Approval Order dated March 20, 2023 in the CCAA Proceedings);
 - (iii) Claim that may be asserted by any of the Nordstrom Canada Entities against any Directors and/or Officers; and
 - (iv) any Excluded Claim arising 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) **“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;
- (aa) **“Monitor’s Intercompany Claims Report”** shall have the meaning set out in paragraph 42 herein;
- (bb) **“Monitor’s Website”** means <https://www.alvarezandmarsal.com/NordstromCanada>;
- (cc) **“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;
- (dd) **“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;
- (ee) **“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;

- (ff) **“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;
- (gg) **“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;
- (hh) **“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;
- (ii) **“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;
- (jj) **“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;

- (kk) **“Order”** means this Claims Procedure Order;
- (ll) **“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;
- (mm) **“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;
- (nn) **“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;
- (oo) **“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;
- (pp) **“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

(qq) **“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.

4. **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.

5. **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

6. **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.

7. **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.

8. **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.

KNOWN EMPLOYEE CLAIMS METHODOLOGY

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

10. **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.

11. **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

12. **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.

13. **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 42, (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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 14 and 16, 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.

20. **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.

21. **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.

22. **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

23. **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 55 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.

24. **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

25. **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

26. **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.

27. **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 26 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

28. **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 14 and 16 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.

29. **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.

30. **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 29 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).

31. **THIS COURT ORDERS** that the provisions of paragraphs 26 to 30 and 44 to 49 herein shall not apply to Intercompany Claims.

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

32. **THIS COURT ORDERS** that paragraphs 33 to 41 and paragraphs 44 to 49 herein shall not apply to the adjudication of Intercompany Claims.

33. **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.

34. **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 with 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.

35. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor, 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 26 or 29 herein and intend to accept the Claim in accordance with paragraph 34, the Monitor shall notify such Claimant of the acceptance of its Claim by the Nordstrom Canada Entities.

36. **THIS COURT ORDERS** that, if the Nordstrom Canada Entities, in consultation with the Monitor, 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 26 or 29 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.

37. **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 26 or 29 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.

38. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 37 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 55 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.

39. **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 38, 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.

40. **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 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, 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.

41. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the Nordstrom Canada Entities, in consultation with the Monitor 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

42. **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 or quantum of such Intercompany Claims.

43. **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.

CLAIMS OFFICER

44. **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.

45. **THIS COURT ORDERS** that the Nordstrom Canada Entities, the Monitor, a Claimant and the Directors and Officers and/or their counsel, as applicable, may agree to any Person acceptable to all such parties acting as a Claims Officer with respect to the adjudication of such Claimant's Claims.

46. **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.

47. **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. 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.

48. **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 47, 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.

49. **THIS COURT ORDERS** that, if no party appeals any determination of any Claims Officer within the time set out in paragraph 48 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 47 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

50. **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.

51. **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 50, 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.

52. **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

53. **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

54. **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.

55. **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.

56. **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

57. **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.

58. **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.

59. **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.

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 <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Restructuring Period Claims

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

4. Documentation

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

5. Certification

I hereby certify that:

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

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

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

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

Signature: _____ Name: _____ Title: _____	Witness ⁵ : _____ (signature) _____ (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.alvarezmarsal.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: _____ Name: _____ Title: _____	Witness: _____ (signature) _____ (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.

<p>Signature: _____</p> <p>Name: _____</p>	<p>Witness⁴:</p> <p>_____ (signature)</p>
--	--

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>.

1. 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: _____	Witness ² : _____ (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

Ontario
**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)

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Marleigh Dick (LSO# 79390S)

Tel: 416.862.4725

Email: mdick@osler.com

Lawyers for the Applicants

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF THE APPLICANTS
(Motion for Claims Procedure Order and Stay Extension)
Volume 2 of 2**

OSLER, HOSKIN & HARCOURT LLP

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1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

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Tel: 416.862.5960
Email: mcalvaruso@osler.com

Marleigh Dick (LSO# 79390S)
Tel: 416.862.4725
Email: mdick@osler.com

Lawyers for the Applicants