

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **May 20, 2025**

# NORDSTROM

**Nordstrom, Inc.**

(Exact name of registrant as specified in its charter)

**Washington**  
(State or other jurisdiction  
of incorporation)

**001-15059**  
(Commission  
File Number)

**91-0515058**  
(IRS Employer  
Identification No.)

**1617 Sixth Avenue, Seattle, Washington 98101**  
(Address of principal executive offices)

Registrant's telephone number, including area code **(206) 628-2111**

**Inapplicable**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, without par value	JWN	New York Stock Exchange
Common stock purchase rights		New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Introduction

On May 20, 2025, pursuant to the terms of that certain Agreement and Plan of Merger, dated December 22, 2024 (the “**Merger Agreement**”), by and among Nordstrom, Inc., a Washington corporation (the “**Company**”), Nordstrom Holdings, Inc., a Delaware corporation (formerly Norse Holdings, Inc.) (“**Parent**”), and Navy Acquisition Co. Inc., a Washington corporation and a direct, wholly owned subsidiary of Parent (“**Acquisition Sub**”), Acquisition Sub merged with and into the Company (the “**Merger**”), with the Company surviving the Merger as a wholly owned subsidiary of Parent. On May 20, 2025, the Company filed the Articles of Merger with the Secretary of State of the State of Washington, pursuant to which the Merger became effective.

Parent and Acquisition Sub were formed by certain members of the Nordstrom family and related trusts and family-controlled investment vehicles (the “**Family Group**”) and El Puerto de Liverpool S.A.B. de C.V., a Mexican publicly traded corporation (*sociedad anónima bursátil de capital variable*) (“**Liverpool**”).

### Item 1.01 Entry into a Material Definitive Agreement

The information set forth in the Introduction to this Current Report on Form 8-K (the “**Introduction**”) is incorporated into this Item 1.01 by reference.

#### *Credit Agreement*

Concurrently with the closing of the Merger, the Company, as the lead borrower, entered into that certain Credit Agreement with Wells Fargo Bank, National Association, as agent, letter of credit issuer and swing line lender, the lenders and other parties from time to time party thereto, Parent and the subsidiary guarantors from time to time party thereto (the “**Credit Agreement**”), which provides for a senior secured asset-based revolving credit facility in an aggregate principal amount of \$1,200 million (the “**ABL Facility**”), guaranteed by two of the Company’s subsidiaries, Nordstrom Card Services, Inc. and NIHC, Inc. (the “**Subsidiary Guarantors**”). The Company borrowed \$450 million under the ABL Facility in connection with the closing of the Merger. The obligations under the Credit Agreement are secured by substantially all assets of the Company and the Subsidiary Guarantors other than real property (subject to certain exclusions and exceptions) (the “**Collateral**”), with the ABL Facility having a first priority lien on the Company and the Subsidiary Guarantors’ current assets and related collateral (the “**ABL Priority Collateral**”) and a second priority lien on the Company and the Subsidiary Guarantors’ other assets, including intellectual property (excluding real estate) (the “**Notes Priority Collateral**”). The Credit Agreement includes representations and warranties, covenants and other provisions that are customary for similar credit agreements, including, without limitation, limitations with respect to indebtedness, liens, investments, distributions, mergers and acquisitions, disposition of assets and transactions with affiliates, and customary events of default.

#### *Rollover Amendment*

On December 22, 2024, in connection with the Company’s execution of the Merger Agreement, the Family Group entered into a Rollover, Voting and Support Agreement (the “**Family Group Rollover Agreement**”) with Parent and the Company, pursuant to which, immediately prior to the Effective Time (as defined below), the Family Group agreed to contribute to Parent substantially all of its respective holdings of Company Common Stock (as defined below), in exchange for common stock of Parent, and, as a result of the Merger, the shares of Company Common Stock contributed to Parent would be cancelled and extinguished without any conversion thereof or consideration paid therefor.

On May 20, 2025, the Family Group entered into Amendment No. 1 (the “**Rollover Amendment**”) to the Family Group Rollover Agreement, which increased the number of shares of Company Common Stock being contributed by the Family Group to Parent immediately prior to the Effective Time.

The foregoing descriptions of the Family Group Rollover Agreement and Rollover Amendment do not purport to be complete and are subject to, and qualified in their entirety by reference to, the full text of the Family Group Rollover Agreement, which is attached as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “**SEC**”) on [December 23, 2024](#), and the Rollover Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and are incorporated herein by reference.

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## **Item 1.02 Termination of a Material Definitive Agreement**

The information set forth in the Introduction is incorporated into this Item 1.02 by reference.

On May 20, 2025, in connection with the closing of the Merger, all outstanding indebtedness under the Revolving Credit Agreement, dated May 6, 2022, by and among the Company, Wells Fargo Bank, National Association, as administrative agent, and the lenders from time to time party thereto, as amended (together, the “**Company Credit Agreement**”), was repaid in full and all commitments thereunder were terminated. Additionally, the guarantees and liens securing the indebtedness under the Company Credit Agreement were discharged and released.

In connection with the payoff of indebtedness and termination of commitments under the Company Credit Agreement, the Company entered into that certain Master Agreement for Standby Letters of Credit/Demand Guarantees with The Bank of Nova Scotia on May 20, 2025, which provides for the cash collateralization of the letter of credit that was issued under the Company Credit Agreement.

## **Item 2.01 Completion of Acquisition or Disposition of Assets**

The information set forth in the Introduction and Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.01 by reference.

At the effective time of the Merger (the “**Effective Time**”), each share of the Company’s common stock, no par value per share (“**Company Common Stock**”) issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock owned by the Company or its wholly owned subsidiaries (the “**Owned Company Shares**”), the shares contributed to Parent by Liverpool and certain members of the Family Group (the “**Rollover Shares**”), and shares of Company Common Stock held by shareholders who have complied with all the provisions of the Washington Business Corporation Act concerning dissenters’ rights with respect to the Merger Agreement) was cancelled and converted into the right to receive \$24.25 per share of Company Common Stock in cash (the “**Merger Consideration**”), without interest and less any required tax withholdings.

As of the Effective Time, the Owned Company Shares and the Rollover Shares were automatically cancelled and retired and ceased to exist as issued or outstanding shares, and no consideration or payment was delivered in exchange therefor or in respect thereof.

On May 15, 2025, the board of directors of the Company declared a special cash dividend to holders of the Company Common Stock, contingent upon the closing of the Merger and payable to shareholders of record as of the close of business on May 19, 2025 in an amount equal to \$0.25 per share of Company Common Stock (the “**Special Dividend Amount**”), to be paid on May 27, 2025. On the same date, the board of directors of the Company also declared a “stub period” cash dividend to holders of the Company Common Stock, contingent upon the closing of the Merger and payable to shareholders of record as of the close of business on May 19, 2025 in an amount equal to \$0.1462 per share of Company Common Stock, to be paid on May 27, 2025.

In addition, pursuant to the Merger Agreement, immediately prior to the Effective Time:

- each outstanding and unexercised vested option to purchase shares of Company Common Stock (“**Option**”) was, except as otherwise agreed to in writing prior to the Effective Time by Parent, the Company and a holder of an Option award, cancelled and converted into the right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the total number of shares of Company Common Stock subject to such cancelled vested Option, multiplied by (2) the excess, if any, of (a) \$24.50 (which is the sum of the Merger Consideration plus the Special Dividend Amount) over (b) the exercise price per share of Company Common Stock subject to such cancelled vested Option; provided, however, each vested Option for which the exercise price per share of Company Common Stock was equal to or greater than \$24.50 was cancelled in exchange for no consideration;
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- each unvested Option was, except as otherwise agreed to in writing prior to the Effective Time by Parent, the Company and a holder of an Option award, cancelled and converted into the contingent right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the total number of shares of Company Common Stock subject to such cancelled unvested Option, multiplied by (2) the excess, if any, of (a) \$24.50 over (b) the exercise price per share of Company Common Stock subject to such cancelled unvested Option; provided, however, that the cash received for any unvested Option continues to have, and be subject to, the same terms and conditions (including with respect to vesting and timing of payment) as applied to the corresponding unvested Option immediately prior to the Effective Time, subject to certain exceptions set forth in the Merger Agreement; provided, further, each unvested Option for which the exercise price per share of Company Common Stock was equal to or greater than \$24.50 was cancelled in exchange for no consideration;
- each outstanding vested restricted stock unit with respect to shares of Company Common Stock (“*RSU*”) was, except as otherwise agreed to in writing prior to the Effective Time by Parent, the Company and a holder of an RSU award, cancelled and converted into the right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the number of shares of Company Common Stock subject to such vested RSU, multiplied by (2) \$24.50;
- each outstanding unvested RSU was, except as otherwise agreed to in writing prior to the Effective Time by Parent, the Company and a holder of an RSU award, cancelled and converted into the contingent right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the number of shares of Company Common Stock subject to such unvested RSU, multiplied by (2) \$24.50, provided, however, that the cash received for any unvested RSU continues to have, and be subject to, the same terms and conditions (including with respect to vesting and timing of payment) as such RSU, subject to certain exceptions set forth in the Merger Agreement;
- each outstanding vested performance-based restricted stock unit with respect to shares of Company Common Stock (“*PSU*”) was cancelled and converted into the right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the number of shares of Company Common Stock that vested with respect to such PSU multiplied by (2) \$24.50;
- each outstanding unvested PSU was cancelled and converted into the contingent right to receive a payment in cash of an amount equal to, without interest and less any required tax withholdings, the product of (1) the number of shares of Company Common Stock subject to such unvested PSU (as eventually determined based on actual performance for the applicable performance period based on the applicable terms of such unvested PSU) multiplied by (2) \$24.50; provided, however, that the cash received for any unvested PSU continues to have, and be subject to, the same terms and conditions (including with respect to vesting and timing of payment) as such PSU, subject to certain exceptions set forth in the Merger Agreement; and
- any portion of a PSU not described above was cancelled for no consideration.

As of the Effective Time of the Merger, the Company’s 2019 Equity Incentive Plan and the Company’s 2010 Equity Incentive Plan, each as amended (the “*Company Stock Plans*”), terminated, other than the agreements underlying, and the applicable terms of the Company Stock Plans applicable to the converted awards, in each case, solely to the extent relevant to the terms and conditions of the Merger Agreement. The Company’s Employee Stock Purchase Plan also terminated effective as of immediately prior to the Effective Time, but subsequent to the exercise of certain purchase rights pursuant to the Merger Agreement.

The foregoing description of the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Merger Agreement, which is attached as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on [December 23, 2024](#) and is incorporated herein by reference.

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**Item 2.03          Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information set forth in the Introduction and Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

**Item 3.01          Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing**

The information set forth in the Introduction and Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 3.01 by reference.

In connection with the closing of the Merger, the Company notified the New York Stock Exchange (the “*NYSE*”) of its intent to remove the Company Common Stock from listing on the NYSE and requested that the NYSE (i) suspend trading of the Company Common Stock on the NYSE prior to the opening of trading on May 21, 2025 and (ii) file a Notification of Removal of Listing and/or Registration on Form 25 with the SEC to delist and deregister the Company Common Stock and Rights (as defined below) under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). The delisting and deregistration under Section 12(b) of the Exchange Act will become effective 10 days after the filing of Form 25. The Company intends to file with the SEC a certification and notice on Form 15 with respect to the Company Common Stock, the Rights, and the Notes (as defined below) once the delisting and deregistration under Section 12(b) of the Exchange Act becomes effective. The Company’s reporting obligations under the Exchange Act will be suspended upon the filing of the Form 15.

**Item 3.03          Material Modification to Rights of Security Holders**

The information set forth in the Introduction and Items 2.01, 3.01, 5.01, 5.03 and 8.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

As a result of the Merger, each share of Company Common Stock that was issued and outstanding as of immediately prior to the Effective Time (except as described in Item 2.01 of this Current Report on Form 8-K) was cancelled and converted, at the Effective Time, into the right to receive the Merger Consideration, without interest thereon and less any required tax withholdings in accordance with the terms of the Merger Agreement. Accordingly, at the Effective Time, the holders of such shares of Company Common Stock ceased to have any rights as shareholders of the Company, other than the right to receive the Merger Consideration, without interest thereon and less any required tax withholdings.

As previously disclosed, on September 19, 2022, the Company entered into a shareholder rights agreement (as amended, the “*Rights Agreement*”) with Computershare Trust Company, N.A., and declared a dividend of one right (a “*Right*”) for each outstanding share of Company Common Stock. Upon the closing of the Merger, the Rights Agreement and the Rights terminated in accordance with their terms.

**Item 5.01          Changes in Control of Registrant**

The information set forth in the Introduction and Items 2.01, 3.03 and 5.02 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

As a result of the Merger, a change in control of the Company occurred, and the Company became a wholly owned subsidiary of Parent.

In connection with the closing of the Merger, the aggregate purchase price paid for all equity securities of the Company (excluding Owned Company Shares and Rollover Shares) was approximately \$2.4 billion. The funds used by Parent to consummate the Merger and complete the related transactions came from approximately \$863 million in the form of cash contribution by Liverpool to Parent, approximately \$367 million of proceeds received in connection with a shareholder loan extended by Liverpool to Parent, approximately \$450 million of proceeds received in connection with the ABL Facility and approximately \$1.01 billion of Company cash on hand.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement**

The information set forth in the Introduction and Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 5.02 by reference.

As of and immediately following the Effective Time, each of the directors of the Company (James L. Donald, Kristen A. Green, Glenda G. McNeal, Erik B. Nordstrom, Peter E. Nordstrom, Amie Thuener O'Toole, Guy B. Persaud, Eric D. Sprunk, Bradley D. Tilden, Mark J. Tritton and Atticus N. Tysen) automatically ceased to be a member of the board of directors of the Company and Erik B. Nordstrom automatically became the sole director of the Company, in each case pursuant to the Merger Agreement.

In addition, immediately following the Effective Time, Messrs. Erik B. Nordstrom and Peter E. Nordstrom entered into agreements with the Company pursuant to which they assumed the roles of Co-Chief Executive Officers of the Company.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

The information set forth in the Introduction and Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 5.03 by reference.

At the Effective Time, the Amended and Restated Articles of Incorporation of the Company, as in effect immediately prior to the Merger, was amended and restated to be in the form of the articles of incorporation attached as Exhibit 3.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

In addition, at the Effective Time, the Bylaws, as amended and restated, of the Company, as in effect immediately prior to the Merger, were amended and restated to be in the form of the bylaws attached as Exhibit 3.2 to this Current Report on Form 8-K, which are incorporated herein by reference.

**Item 8.01 Other Events**

*Supplemental Indentures*

In connection with the consummation of the Merger and entering into the Credit Agreement, on May 20, 2025, the Company entered into a First Supplemental Indenture to (i) that certain Indenture, dated as of March 11, 1998, with Norwest Bank Colorado, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee, and (ii) that certain Indenture, dated as of December 3, 2007, with Wells Fargo Bank, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee (together, the "**Supplemental Indentures**"), pursuant to which the Company previously issued various notes and debentures, including 4.000% senior notes due 2027, 6.95% senior debentures due 2028, 4.375% senior notes due 2030, 4.250% senior notes due 2031, 7.00% senior notes due 2038 and 5.00% senior notes due 2044 (collectively, the "**Notes**").

In accordance with the terms and conditions of the Supplemental Indentures, on May 20, 2025, the Subsidiary Guarantors entered into (i) a notes guaranty agreement in favor of Wilmington Savings Fund Society, FSB, as notes collateral agent (the "**Notes Collateral Agent**"), for the benefit of holders of the Notes, pursuant to which the Subsidiary Guarantors agreed to guaranty the Notes, and (ii) a notes security agreement, by and among the Company and the Subsidiary Guarantors in favor of the Notes Collateral Agent pursuant to which the obligations pursuant to the Notes are secured by the Collateral, with the Notes having a first priority lien on the Notes Priority Collateral and a second priority lien on the ABL Priority Collateral.

The foregoing descriptions of the Supplemental Indentures do not purport to be complete and are subject to, and qualified in their entirety by reference to, the full text of the Supplemental Indentures which are attached as Exhibits 4.1 and 4.2 to this Current Report on Form 8-K and are incorporated herein by reference.

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*Press Release*

In addition, on May 20, 2025, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer, solicitation, or sale will be made in any jurisdiction in which such an offer, solicitation, or sale would be unlawful.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">2.1</a>	<a href="#">Agreement and Plan of Merger, dated December 22, 2024, by and among Norse Holdings, Inc., Navy Acquisition Co. Inc. and Nordstrom, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on December 23, 2024)*</a>
<a href="#">3.1</a>	<a href="#">Amended and Restated Articles of Incorporation of Nordstrom, Inc.</a>
<a href="#">3.2</a>	<a href="#">Amended and Restated Bylaws of Nordstrom, Inc.</a>
<a href="#">4.1</a>	<a href="#">First Supplemental Indenture to that certain Indenture, dated as of March 11, 1998, with Norwest Bank Colorado, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee</a>
<a href="#">4.2</a>	<a href="#">First Supplemental Indenture to that certain Indenture, dated as of November 28, 2007, with Wells Fargo Bank, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee</a>
<a href="#">10.1</a>	<a href="#">Amendment No. 1 to Rollover, Voting and Support Agreement, dated as of May 20, 2025, by and among the shareholders party thereto, Nordstrom Holdings, Inc., and Nordstrom, Inc.</a>
<a href="#">99.1</a>	<a href="#">Press Release, issued May 20, 2025</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules or exhibits upon request by the SEC; provided that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules or exhibits so furnished.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NORDSTROM, INC.  
(Registrant)

/s/ Ann Munson Steines

Ann Munson Steines

Chief Legal Officer, General Counsel and Corporate Secretary

Date: May 20, 2025

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
NORDSTROM, INC.**

**ARTICLE I  
NAME**

The name of this corporation is Nordstrom, Inc.

**ARTICLE II  
DURATION**

The period of duration of this corporation is perpetual.

**ARTICLE III  
PURPOSE**

This corporation is organized for the purpose of engaging in any business, trade or activity which may be conducted lawfully by a corporation organized under the Washington Business Corporation Act (the "Act").

**ARTICLE IV  
SHARES**

This corporation is authorized to issue One Hundred (100) shares of common stock.

**ARTICLE V  
NO PREEMPTIVE RIGHTS**

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

**ARTICLE VI  
NO CUMULATIVE VOTING**

At each election for directors, every shareholder entitled to vote at such election has the right to vote in person or by proxy the number of shares held by such shareholder for as many persons as there are directors to be elected. No cumulative voting for directors shall be permitted.

**ARTICLE VII  
BYLAWS**

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws or adopt new Bylaws. Nothing herein shall deny the concurrent power of the shareholders to adopt, alter, amend or repeal the Bylaws.

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**ARTICLE VIII  
DIRECTORS**

The number of directors of this corporation shall be determined in the manner specified by the Bylaws and may be increased or decreased from time to time in the manner provided therein.

**ARTICLE IX  
SHAREHOLDER ACTION ON LESS THAN  
UNANIMOUS CONSENT**

In any matter requiring shareholder action, the shareholders may act by consent of the shareholders holding of record, or otherwise entitled to vote in the aggregate, the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted. No period of advance notice is required to be given to any nonconsenting shareholders.

**ARTICLE X  
LIMITATION OF DIRECTORS' LIABILITY**

Any personal liability of a director to the corporation or its shareholders for monetary damages for conduct as a director is eliminated, except for any liability for any acts or omissions that involve intentional misconduct by a director or a knowing violation of law by a director, for conduct violating RCW 23B.08.310, for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled, or for any act or omission occurring prior to June 15, 1988, the date when this Article initially became effective. If hereafter the Act is amended to change the corporation's power to eliminate or limit the liability of a director to the corporation, then, upon the effective date of the amendment and without further act:

if the amendment permits further elimination or limitation of liability, the liability of a director shall be additionally eliminated and limited to such further extent, or

if the amendment changes the power to eliminate the liability of a director in any other respect, the liability of a director shall be eliminated and limited with respect to acts or omissions occurring after the effective date of the amendment to the fullest extent permitted by the Act as so amended.

No amendment or repeal of these Articles of Incorporation shall adversely affect any right or any elimination or limitation of liability of a director existing immediately prior to the amendment or repeal.

**ARTICLE XI  
INDEMNIFICATION**

**Section 11.1 Right to Indemnification.** Each person (including a person's personal representative) who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or by or in the right of the corporation, or otherwise (hereinafter a "proceeding") by reason of the fact that he or she (or a person of whom he or she is a personal representative) is or was a director or officer of the corporation or an officer of a division of the corporation, or, while serving as a director or officer of the corporation or an officer of a division of the corporation, is or was acting at the request of the corporation as a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever, of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action or inaction in an official capacity as a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever, shall be indemnified and held harmless by the corporation against all expenses, liabilities and losses (including but not limited to attorneys' fees, judgments, claims, fines, ERISA and other excise and other taxes and penalties and other adverse effects and amounts paid in settlement), reasonably incurred or suffered by the indemnitee; provided, however, that except as provided in Section 11.2 with respect to suits relating to rights to indemnification, the corporation shall indemnify any indemnitee in connection with a proceeding (or part thereof) initiated by the indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation.

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No indemnification shall be provided to any indemnitee for acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law, or from or on account of conduct of an indemnitee finally adjudged to be in violation of RCW 23B.08.310, or from or on account of any transaction with respect to which it was finally adjudged that such indemnitee personally received a benefit in money, property, or services to which the person was not legally entitled. Notwithstanding the foregoing, if Section 23B.08.560 or any successor provision of the Act is hereafter amended, the restrictions on indemnification set forth in this Section shall be as set forth in such amended statutory provision.

The right to indemnification granted in this Article is a contract right and includes the right to payment by, and the right to receive reimbursement from, the corporation of all expenses as they are incurred in connection with any proceeding in advance of its final disposition (hereinafter an “advance of expenses”); provided, however, that an advance of expenses received by an indemnitee in his or her capacity as a director or officer of the corporation, as an officer of a division of the corporation, or, acting at the request of the corporation, as director or officer of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever (and not in any other capacity in which service was or is rendered by such indemnitee unless such service was authorized by the board of directors of the corporation) shall be made only upon (i) receipt by the corporation of a written undertaking (hereinafter an “undertaking”) by or on behalf of such indemnitee, to repay advances of expenses if and to the extent it shall ultimately be determined by order of a court having jurisdiction (which determination shall become final upon expiration of all rights to appeal), hereinafter a “final adjudication”, that the indemnitee is not entitled to be indemnified for such expenses under this Article, (ii) receipt by the corporation of written affirmation by the indemnitee of his or her good faith belief that he or she has met the standard of conduct applicable (if any) under the Act necessary for indemnification by the corporation under this Article, and (iii) a determination of the board of directors of the corporation, in its good faith belief, that the indemnitee has met the standard of conduct applicable (if any) under the Act necessary for indemnification by the corporation under this Article.

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**Section 11.2 Right of Indemnitee to Bring Suit.** If any claim for indemnification under Section 11.1 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advance of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If the indemnitee is successful in whole or in part in any such suit, or in any suit in which the corporation seeks to recover an advance of expenses, the corporation shall also pay to the indemnitee all the indemnitee's expenses in connection with such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon the corporation's receipt of indemnitee's written claim (and in any suits relating to rights to indemnification where the required undertaking and affirmation have been received by the corporation) and thereafter the corporation shall have the burden of proof to overcome that presumption. Neither the failure of the corporation (including its board of directors, independent legal counsel, or shareholders) to have made a determination prior to other commencement of such suit that the indemnitee is entitled to indemnification, nor an actual determination by the corporation (including its board of directors, independent legal counsel or shareholders) that the indemnitee is not entitled to indemnification, shall be a defense to the suit or create a presumption that the indemnitee is not so entitled. It shall be a defense to a claim for an amount of indemnification under this Article (other than a claim for advances of expenses prior to final disposition of a proceeding where the required undertaking and affirmation have been received by the corporation) that the claimant has not met the standards of conduct applicable (if any) under the Act to entitle the claimant to the amount claimed, but the corporation shall have the burden of proving such defense. If requested by the indemnitee, determination of the right to indemnity and amount of indemnity shall be made by final adjudication (as defined above) and such final adjudication shall supersede any determination made in accordance with RCW 23B.08.550.

**Non-Exclusivity of Rights.** The rights to indemnification (including, but not limited to, payment, reimbursement and advances of expenses) granted in this Article shall not be exclusive of any other powers or obligations of the corporation or of any other rights which any person may have or hereafter acquire under any statute, the common law, the corporation's Articles of Incorporation or Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise. Notwithstanding any amendment to or repeal of this Article XI, the rights to indemnification for an indemnitee under this Article XI shall vest at the time the indemnitee first becomes a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever and no repeal or amendment of, or adoption of any provision inconsistent with this Article XI shall adversely affect any rights to indemnification granted to an indemnitee pursuant hereto existing at, arising out of, or related to any acts or omissions of such indemnitee occurring prior to such amendment or repeal.

**Section 11.3 Insurance, Contracts and Funding.** The corporation may purchase and maintain insurance, at its expense, to protect itself and any person (including a person's personal representative) who is or was a director, officer, employee or agent of the corporation or who is or was a director, officer, partner, trustee, employee, agent, or in any other relationship or capacity whatsoever, of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever, against any expense, liability or loss, whether or not the power to indemnify such person against such expense, liability or loss is now or hereafter granted to the corporation under the Act. The corporation may enter into contracts granting indemnity, to any such person whether or not in furtherance of the provisions of this Article and may create trust funds, grant security interests and use other means (including, without limitation, letters of credit) to secure and ensure the payment of indemnification amounts.

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**Section 11.4 Indemnification of Employees and Agents.** The corporation may, by action of the board of directors, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agent of the corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the corporation or pursuant to rights granted under, or provided by, the Act or otherwise.

**Section 11.5 Separability of Provisions.** If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever (i) the validity, legality and enforceability of the remaining provisions of this Article (including without limitation, all portions of any sections of this Article containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Article (including, without limitation, all portions of any paragraph of this Article containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

**Section 11.6 Partial Indemnification.** If an indemnitee is entitled to indemnification by the corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the corporation shall nevertheless indemnify the indemnitee for the portion of such expenses, liabilities and losses to which the indemnitee is entitled.

**Section 11.7 Successors and Assigns.** All obligations of the corporation to indemnify (including, but not limited to, payment, reimbursement and advances of expenses) any indemnitee: (i) shall be binding upon all successors and assigns of the corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), (ii) shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the indemnitee, and (iii) shall continue as to any indemnitee who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity).

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**AMENDED AND RESTATED BYLAWS**

**OF**

**NORDSTROM, INC.**

Adopted effective May 20, 2025

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**AMENDED AND RESTATED BYLAWS**

**OF**

**NORDSTROM, INC.**

**ARTICLE I  
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of Nordstrom, Inc. (the "Corporation") shall be located in the State of Washington at such place as may be fixed from time to time by the board of directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office. Any change in the registered agent or registered office shall be effective upon filing such change with the office of the Secretary of State of the State of Washington.

**ARTICLE II  
SHAREHOLDERS' MEETINGS**

**Section 2.1 Annual Meetings.** The annual meeting of the shareholders of this Corporation, for the purpose of election of directors and for such other business as may come before it, shall be held at the time and place, which may be within or without the State of Washington, as determined by the board of directors and specified in the notice of the meeting.

**Section 2.2 Special Meetings.** Special meetings of the shareholders of this Corporation may be called at any time by the holders of twenty-five percent (25%) of the voting shares of the Corporation, or by any officer of the Corporation or by the board of directors. No business shall be transacted at any special meeting of shareholders except as is specified in the notice calling for said meeting. The place of any special meeting shall be the principal office of the Corporation or as otherwise determined, within or without the State of Washington, by the board of directors and specified in the notice of the meeting.

**Section 2.3 Notice of Meetings.** Notice of annual or special meetings of shareholders stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the secretary or persons authorized to call the meeting to each shareholder of record entitled to vote at the meeting. Such notice shall be given no fewer than ten (10) nor more than sixty (60) days before the meeting date, except that notice of a meeting to act on (i) an amendment to the Articles of Incorporation, (ii) a plan of merger or share exchange, (iii) a proposed sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation other than in the usual or regular course of business, or (iv) the dissolution of the Corporation shall be given no fewer than twenty (20) nor more than sixty (60) days before the meeting date. Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment which transmits a facsimile of the notice. Notice may be provided by electronic mail or other electronic transmission. Notice may not be given by electronic mail or other electronic transmission (a) to a shareholder after the shareholder notifies the Corporation in writing of an objection to receiving notice by electronic mail or other electronic transmission; or (b) to a shareholder or director after the Corporation is unable to deliver two consecutive notices by electronic mail or other electronic transmission to the electronic mail address, network, or processing system for the shareholder or director and the inability becomes known to the person responsible for giving notice or other communication. . Notice in a tangible medium, if correctly addressed to the shareholder's address shown on the Corporation's stock transfer books, is effective: (a) when deposited in the United States mail, if mailed with first class postage prepaid; and (b) when dispatched, if prepaid, by air courier. Otherwise, notice in a tangible medium shall be effective when received. Unless otherwise agreed between the sender and the recipient, an electronic transmission is received when it is directed to the recipient's electronic mail address, including, in the case of a shareholder, to the shareholder's electronic mail address as it appears on the records of the Corporation. For purposes of these bylaws, "deliver" includes (a) mailing; and (b) for purposes of delivering a demand, consent, notice, or waiver to the Corporation or one of its officers, directors, or shareholders, transmission by facsimile equipment and delivery by electronic transmission.

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**Section 2.4 Waiver of Notice.** Notice of the time, place, and purpose of any meeting may be waived (either before or after such meeting). The waiver must be delivered (as defined in section 2.3) by the shareholder entitled to notice to the Corporation for inclusion in the minutes or filing with the corporate records, which waiver shall be set forth either (a) in an executed and dated record (as defined in section 7.1) or (b) if the Corporation has designated an address, location, or system to which the waiver may be electronically transmitted and the waiver is electronically transmitted to the designated address, location, or system, in an executed and dated electronically transmitted record. “Execute” means (a) signed with respect to a written record, or (b) electronically transmitted along with sufficient information to determine the sender’s identity with respect to an electronic transmission. Notice of the time or place of a meeting will be waived by any shareholder by that shareholder’s attendance in person or by proxy, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Objection to consideration of a particular matter that is not within the purposes described in a special meeting notice will be waived unless the shareholder objects to considering the matter when it is presented, except that there shall be no waiver for those shareholders who are not present to object. Any shareholder so waiving shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

**Section 2.5 Record Date.** The board of directors may fix in advance a record date in order to determine the shareholders entitled to notice of a shareholders’ meeting, to demand a special meeting, to vote, or to take any other action, such date to be not more than seventy (70) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a share dividend or a distribution (other than one involving the purchase, redemption, or other acquisition of the Corporation’s shares), the day before the date on which notice of the meeting is effective or the date on which the board of directors authorizes such share dividend or distribution, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination is effective for any adjournment thereof, unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

**Section 2.6 Shareholders' List for Meeting.** After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all shareholders on the record date who are entitled to notice of the shareholders' meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder. A shareholder, shareholder's agent, or shareholder's attorney may inspect the shareholder list, beginning ten (10) days prior to the shareholders' meeting and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held, during regular business hours and at the shareholder's expense. The shareholders' list shall be kept open for inspection during such meeting or any adjournment.

**Section 2.7 Quorum and Adjourned Meetings.** A majority of the votes entitled to be cast on a matter by a voting group shall constitute a quorum of that voting group at a meeting of shareholders. Once a share is represented for any purpose at a meeting, in person or by proxy, other than solely to object to holding the meeting or transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting.

**Section 2.8 Proxies.** A shareholder may vote the shareholder's shares in person or by proxy. A shareholder or the shareholder's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the shareholder by: (a) executing (as defined in Section 2.4) a writing authorizing another person or persons to act for the shareholder as proxy. Execution may be accomplished by the shareholder or the shareholder's authorized officer, director, employee, agent, or attorney-in-fact signing the writing or causing his or her signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature; or (b) authorizing another person or persons to act for the shareholder as proxy by transmitting or authorizing the transmission of a recorded telephone call, voice mail, or other electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization, or like agent duly authorized by the person who will be the holder of the proxy to receive the transmission, provided that the transmission must either set forth or be submitted with information, including any security or validation controls used, from which it can reasonably be determined that the transmission was authorized by the shareholder. An appointment of a proxy is effective when a signed appointment form or telegram, cablegram, recorded telephone call, voicemail, or other transmission of the appointment is received by the inspectors of election or the officer or agent of the Corporation authorized to tabulate votes. An appointment is valid for eleven (11) months unless a longer period is expressly provided in the appointment.

**Section 2.9 Voting of Shares.** Except as otherwise provided in the Articles of Incorporation or in these Amended and Restated Bylaws, every shareholder of record shall have the right at every shareholders' meeting to one vote for every share standing in his or her name on the books of the Corporation. If a quorum exists, action on a matter, other than election of directors, is approved by a voting group of shareholders if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless a greater number of affirmative votes is required by the Washington Business Corporation Act or by the Articles of Incorporation.

**ARTICLE III  
DIRECTORS**

**Section 3.1 General Powers.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the board of directors except as otherwise provided by the laws under which this Corporation exists or in the Articles of Incorporation.

**Section 3.2 Number.** The number of directors of the Corporation shall be between one (1) to nine (9), as determined from time to time by either the board of directors or the shareholders. The number of directors can be increased or decreased by resolution of the board of directors or the shareholders; provided, that no decrease in the number of directors shall shorten the term of any incumbent director.

**Section 3.3 Tenure and Qualifications.** The term of each director shall expire at the next annual meeting of shareholders. Despite the expiration of a director's term, the director shall continue to serve until the director's successor shall have been elected and qualified or until there is a decrease in the number of directors. Directors need not be residents of the state or shareholders of the Corporation.

**Section 3.4 Election.** The directors shall be elected at the shareholders' annual meeting each year; and if, for any cause, the directors shall not have been elected at an annual meeting, they may be elected at a special meeting of shareholders called for that purpose in the manner provided by these Amended and Restated Bylaws. Directors shall be elected by the holders of classes or series of shares entitled to elect them.

**Section 3.5 Vacancies.** In case of any vacancy in the board of directors, including a vacancy resulting from an increase in the number of directors, the board of directors, a majority of the remaining directors if they do not constitute a quorum, or the shareholders may fill the vacancy.

**Section 3.6 Resignation.** Any director may resign at any time by delivering (as defined in section 2.3) an executed (as defined in section 2.4) notice to the board of directors, its chairperson, or any officer of the Corporation. A resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date.

**Section 3.7 Removal of Directors.** At a meeting of shareholders called expressly for that purpose, the entire board of directors, or any member thereof, may be removed, with or without cause, by a majority vote of the holders of the shares entitled to vote at such special meeting in person or by proxy.

**Section 3.8 Meetings.**

(a) The board of directors shall hold an annual meeting immediately after the annual shareholders' meeting, at the same place as the annual shareholders' meeting or at such other place and at such time as may be determined by the directors. No notice of the annual meeting of the board of directors shall be necessary.

**(b)** Special meetings may be called at any time and place by any officer of the Corporation or any director. Notice of the time and place of each special meeting shall be given by the secretary, or the persons calling the meeting. The notice may be provided in the form of a record (as defined in section 7.1) or given orally. The notice shall be given at least two (2) days in advance of the meeting. The purpose of the meeting need not be given in the notice. Notice provided in a tangible medium may be transmitted by mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment which transmits a facsimile of the notice. Notice may be provided in an electronic transmission and be electronically transmitted. Notice to directors in an electronic transmission is effective only with respect to directors that have consented, in the form of a record (as defined in section 7.1), to receive electronically transmitted notices under the Act and designated in the consent the address, location, or system to which these notices may be electronically transmitted and with respect to a notice that otherwise complies with any other requirements of the Act and applicable federal law. Oral notice may be communicated in person, by telephone, wire, or wireless equipment which does not transmit a facsimile of the notice, or by any electronic means which does not create a record. Notice provided in a tangible medium shall be effective at the earlier of (i) when it is received, or (ii) five (5) days after it is deposited in the United States mail, first-class postage prepaid, and correctly addressed. Notice provided in an electronic transmission is effective when it: (i) is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or (ii) has been posted on an electronic network and a separate record (as defined in section 7.1) of the posting has been delivered (as defined in section 2.3) to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network. Oral notice is effective when received. Notice of any special meeting may be waived (either before or after such meeting). The waiver must be delivered by the director entitled to the notice to the Corporation for inclusion in the minutes or filing with the corporate records, which waiver shall be set forth either (i) in an executed (as defined in section 2.4) record or (ii) if the Corporation has designated an address, location, or system to which the waiver may be electronically transmitted and the waiver has been electronically transmitted to the designated address, location, or system, in an executed electronically transmitted record. Notice of the special meeting will be waived by any director by that director's attendance at or participation in the meeting, unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects and does not thereafter vote for or assent to action taken at the meeting.

**(c)** Regular meetings of the board of directors may be held at such place and on such day and hour as shall from time to time be fixed by resolution of the board of directors. No notice of regular meetings of the board of directors shall be necessary.

**(d)** At any meeting of the board of directors, any business may be transacted, and the board may exercise all of its powers.

### **Section 3.9 Quorum and Voting.**

**(a)** A majority of the number of directors specified in or fixed in accordance with the Articles of Incorporation or these Amended and Restated Bylaws shall constitute a quorum, but a lesser number may adjourn any meeting from time to time until a quorum is obtained, and no further notice thereof need be given.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present at the meeting is the act of the board of directors. If enough directors withdraw from a meeting to leave less than a quorum, the remaining directors may not continue to transact business at such meeting.

**Section 3.10 Compensation.** By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 3.11 Presumption of Assent.** A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be deemed to have assented to the action taken unless:

- (a) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting;
- (b) the director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- (c) the director delivers (as defined in section 2.3) notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation within a reasonable time after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

**Section 3.12 Committees.** The board of directors, by resolution approved by a majority of the full board of directors, may designate from among its members one or more committees, each of which must have two (2) or more members and, to the extent provided in such resolution, such committees shall have and may exercise all the authority of the board of directors, except that no such committee shall have the authority to: authorize or approve a distribution except according to a general formula or method prescribed by the board of directors; approve or propose to shareholders action that the Washington Business Corporation Act requires to be approved by shareholders; fill vacancies on the board of directors or on any of its committees; adopt amendments to the Articles of Incorporation not requiring shareholder approval; adopt, amend or repeal the Bylaws; approve a plan of merger not requiring shareholder approval; or authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except that the board of directors may authorize a committee, or a senior executive officer of the Corporation, to do so within limits specifically prescribed by the board of directors.

**ARTICLE IV  
SPECIAL MEASURES FOR CORPORATE ACTION**

**Section 4.1 Action Without a Meeting.** Any corporate action required or permitted by the Articles of Incorporation, Bylaws, or the Washington Business Corporation Act, to be voted upon or approved at a duly called meeting of the directors, committee of directors, or shareholders may be accomplished without a meeting if one or more consents of the respective directors, committee members, or shareholders entitled to vote on the actions, setting forth the actions so taken, shall be executed (as defined in section 2.4) by all the directors, or committee members, entitled to vote thereon, or by the shareholders holding of record or otherwise entitled to vote in the aggregate the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, as the case may be. Such consents may be executed in counterpart. In the case of action by the directors or a committee of the directors, the consents may be executed before or after the action is taken. Action taken by unanimous consent of the directors or a committee of the directors is effective when the last director or committee member executes the consent, unless the consent specifies a later effective date. Action taken by nonunanimous consent of the shareholders is effective when consents sufficient to authorize taking the action have been delivered (as defined in section 2.3) to the Corporation unless the consent specifies a later effective date.

**Section 4.2 Meetings by Conference Telephone.** Members of the board of directors, members of a committee of directors, or shareholders may participate in or conduct their respective meetings by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time, and participation in a meeting by such means shall constitute presence in person at such meeting.

**ARTICLE V  
OFFICERS**

**Section 5.1 Officers Designated.** The officers of the Corporation may be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a secretary, and a treasurer, each of whom shall be elected by the board of directors. Such other officers (such as chief executive officer or co-chief executive officers) and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two (2) or more offices may be held by the same person.

The board of directors may, in its discretion, elect a chairperson of the board of directors and, if a chairperson has been elected, the chairperson shall, when present, preside at all meetings of the board of directors and the shareholders and shall have such other powers as the board may prescribe except when the chairperson is the subject of removal pursuant to Section 3.7 above, in which case the chairperson shall recuse themselves from the meeting.

**Section 5.2 Election, Qualification and Term of Office.** Each of the officers shall be elected by the board of directors. The officers shall be elected by the board of directors at each annual meeting of the board of directors. Except as hereinafter provided, each of said officers shall hold office from the date of his or her election until the next annual meeting of the board of directors and until a successor shall have been duly elected and qualified.

### **Section 5.3 Powers and Duties.**

**Section 5.4 Chair or Co-Chairs of the Board; Vice Chair of the Board.** The Board of Directors may appoint from its members a Chair or Co-Chairs of the Board, and if desired, a Vice Chair of the Board, none of whom need be an employee or officer of the corporation. If the Board of Directors appoints a Chair or Co-Chairs of the Board, such Chair or Co-Chairs, as applicable, shall perform such duties and possess such powers as are assigned by the Board of Directors and, if any Chair or Co-Chair of the Board is also designated as the corporation's Chief Executive Officer or Co-Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer or Co-Chief Executive Officer, as applicable, as prescribed in Section 5.5 of these bylaws. If the Board of Directors appoints a Vice Chair of the Board, such Vice Chair shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chair or Co-Chairs of the Board, or in the Chair or Co-Chair's absence, the Vice Chair of the Board, if any, shall preside at all meetings of the Board of Directors.

**Section 5.5 Co-Chief Executive Officers; Chief Executive Officer.** Subject to such directions and resolutions as may be adopted from time to time by the Board of Directors, the Co-Chief Executive Officers or Chief Executive Officer, in the event there is one Chief Executive Officer, shall have general charge and supervision of the business of the corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of the chief executive or that are delegated to such officer by the Board of Directors.

**Section 5.6 President.** If elected by the board of directors and unless otherwise determined by the board of directors, the president shall be the chief executive officer of the Corporation and, subject to the direction and control of the board of directors, shall have general charge and supervision over its property, business, and affairs. If the president is a director, the president shall, unless a chairperson of the board of directors has been elected and is present, preside at meetings of the shareholders and the board of directors.

**Section 5.7 Vice President.** In the absence of the president or the president's inability to act, a vice president shall act in the president's place and stead and shall have all the powers and authority of the president, except as limited by resolution of the board of directors.

**Section 5.8 Secretary.** If elected, the secretary shall: (i) keep the minutes of the shareholders' and of the board of directors' meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Amended and Restated Bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to all documents as may be required; (iv) keep, or cause to be kept, a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (v) have general charge of the stock transfer books of the Corporation; and (vi) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the board of directors.

**Section 5.9 Treasurer.** If elected and subject to the direction and control of the board of directors, the treasurer shall have the custody, control, and disposition of the funds and securities of the Corporation and shall account for the same, and at the expiration of term of office, the treasurer shall turn over to his or her successor all property of the Corporation in his or her possession.

**Section 5.10 Removal.** The board of directors shall have the right to remove any officer whenever in its judgment the best interests of the Corporation will be served thereby.

**Section 5.11 Vacancies.** The board of directors shall fill any office which becomes vacant with a successor who shall hold office for the unexpired term and until a successor shall have been duly elected and qualified.

**Section 5.12 Compensation.** The compensation of all officers of the Corporation shall be fixed by the board of directors.

## **ARTICLE VI SHARE CERTIFICATES**

**Section 6.1 Issuance, Form and Signing of Certificates.** No shares of the Corporation shall be issued unless authorized by the board. Such authorization shall include the maximum number of shares to be issued, the consideration to be received for each share, and a statement that the board has determined that such consideration is adequate. Certificates for shares of the Corporation shall be in such form as is consistent with the provisions of the Washington Business Corporation Act and shall state:

- (a) the name of the Corporation and that the Corporation is organized under the laws of this state;
- (b) the name of the person to whom issued; and
- (c) the number and class of shares and the designation of the series, if any, which such certificate represents.

Certificates shall be signed by two (2) officers of the Corporation, and the seal of the Corporation may be affixed thereto. If any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if the person were such officer at the date of its issue. Certificates may be issued for fractional shares. No certificate shall be issued for any share until the consideration established for its issuance has been paid.

**Section 6.2 Transfers.** Shares may be transferred by delivery of the certificate therefor, accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to assign and transfer the same, signed by the record holder of the certificate. The board of directors may, by resolution, provide that beneficial owners of shares shall be deemed holders of record for certain specified purposes. Except as otherwise specifically provided in these Amended and Restated Bylaws, no shares shall be transferred on the books of the Corporation until the outstanding certificate therefor has been surrendered to the Corporation.

**Section 6.3 Loss or Destruction of Certificates.** In case of loss or destruction of any certificate of shares, another may be issued in its place upon proof of such loss or destruction and upon the giving of a satisfactory indemnity bond to the Corporation. A new certificate may be issued without requiring any bond when, in the judgment of the board of directors, it is proper to do so.

## **ARTICLE VII BOOKS AND RECORDS**

**Section 7.1 Books of Accounts, Minutes and Share Register.** The Corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders and board of directors without a meeting, and a record of all actions taken by a committee of the board of directors exercising the authority of the board of directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall keep a copy of the following records at its principal office: the Articles or Restated Articles of Incorporation and all amendments to them currently in effect; the Bylaws or Restated Bylaws and all amendments to them currently in effect; the minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting; its financial statements for the past six (6) years, including balance sheets showing in reasonable detail the financial condition of the Corporation as of the close of each fiscal year, and an income statement showing the results of its operations during each fiscal year; all communications in the form of a record to shareholders generally within the past three (3) years; a list of the names and business addresses of its current directors and officers; and its most recent annual report delivered (as defined in section 2.3) to the Secretary of State of Washington. "Record" means information inscribed on a tangible medium or contained in an electronic transmission.

**Section 7.2 Financial Statements.** The annual financial statements for shareholders shall be prepared not later than four (4) months after the close of each fiscal year and in any event prior to the annual meeting of shareholders. If financial statements are prepared by the Corporation for any purpose on a particular basis (i.e., on the basis of generally accepted accounting principles or on some other basis), the annual financial statements must be prepared, and disclose that they are prepared, on that same basis. If the annual financial statements are reported upon by a public accountant, the accountant's report must accompany them. If not, the statements must be accompanied by a statement of the president or the person responsible for the Corporation's accounting records, stating the person's reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation, and describing any respects in which the statements were not prepared on a basis of accounting consistent with the basis used for statements prepared for the preceding year.

**Section 7.3 Copies of Resolutions.** Any person dealing with the Corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the board of directors or shareholders, when certified by any officer of the Corporation.

**ARTICLE VIII  
CORPORATE SEAL**

The board of directors may provide for a corporate seal which shall have inscribed thereon the name of the Corporation, the year and state of incorporation and the words "corporate seal."

**ARTICLE IX  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 9.1 Right to Indemnification.** Each person (including a person's personal representative) who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or by or in the right of the Corporation, or otherwise (hereinafter a "proceeding") by reason of the fact that he or she (or a person of whom he or she is a personal representative) is or was a director or officer of the Corporation or an officer of a division of the Corporation, or, while serving as a director or officer of the Corporation or an officer of a division of the Corporation, is or was acting at the request of the Corporation as a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever, of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action or inaction in an official capacity as a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever, shall be indemnified and held harmless by the Corporation against all expenses, liabilities and losses (including but not limited to attorneys' fees, judgments, claims, fines, ERISA and other excise and other taxes and penalties and other adverse effects and amounts paid in settlement), reasonably incurred or suffered by the indemnitee; provided, however, that except as provided in Section 9.2 with respect to suits relating to rights to indemnification, the Corporation shall indemnify any indemnitee in connection with a proceeding (or part thereof) initiated by the indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the Corporation.

No indemnification shall be provided to any indemnitee for acts or omissions of such person finally adjudged to be intentional misconduct or a knowing violation of law, or from or on account of conduct of an indemnitee finally adjudged to be in violation of RCW 23B.08.310, or from or on account of any transaction with respect to which it was finally adjudged that such indemnitee personally received a benefit in money, property, or services to which the person was not legally entitled. Notwithstanding the foregoing, if Section 23B.08.560 or any successor provision of the Washington Business Corporation Act is hereafter amended, the restrictions on indemnification set forth in this section shall be as set forth in such amended statutory provision.

The right to indemnification granted in this Article is a contract right and includes the right to payment by, and the right to receive reimbursement from, the Corporation of all expenses as they are incurred in connection with any proceeding in advance of its final disposition (hereinafter an "advance of expenses"); provided, however, that an advance of expenses received by an indemnitee in his or her capacity as a director or officer of the Corporation, as an officer of a division of the Corporation, or, acting at the request of the Corporation, as director or officer of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever (and not in any other capacity in which service was or is rendered by such indemnitee unless such service was authorized by the board of directors) shall be made only upon (i) receipt by the Corporation of a written undertaking (hereinafter an "undertaking") by or on behalf of such indemnitee, to repay advances of expenses if and to the extent it shall ultimately be determined by order of a court having jurisdiction (which determination shall become final upon expiration of all rights to appeal), hereinafter a "final adjudication", that the indemnitee is not entitled to be indemnified for such expenses under this Article, (ii) receipt by the Corporation of written affirmation by the indemnitee of his or her good faith belief that he or she has met the standard of conduct applicable (if any) under the Washington Business Corporation Act necessary for indemnification by the Corporation under this Article, and (iii) a determination of the board of directors, in its good faith belief, that the indemnitee has met the standard of conduct applicable (if any) under the Washington Business Corporation Act necessary for indemnification by the Corporation under this Article.

**Section 9.2 Right of Indemnitee to Bring Suit.** If any claim for indemnification under Section 9.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advance of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If the indemnitee is successful in whole or in part in any such suit, or in any suit in which the Corporation seeks to recover an advance of expenses, the Corporation shall also pay to the indemnitee all the indemnitee's expenses in connection with such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon the Corporation's receipt of indemnitee's written claim (and in any suits relating to rights to indemnification where the required undertaking and affirmation have been received by the Corporation) and thereafter the Corporation shall have the burden of proof to overcome that presumption. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or shareholders) to have made a determination prior to other commencement of such suit that the indemnitee is entitled to indemnification, nor an actual determination by the Corporation (including its board of directors, independent legal counsel or shareholders) that the indemnitee is not entitled to indemnification, shall be a defense to the suit or create a presumption that the indemnitee is not so entitled. It shall be a defense to a claim for an amount of indemnification under this Article (other than a claim for advances of expenses prior to final disposition of a proceeding where the required undertaking and affirmation have been received by the Corporation) that the claimant has not met the standards of conduct applicable (if any) under the Washington Business Corporation Act to entitle the claimant to the amount claimed, but the Corporation shall have the burden of proving such defense. If requested by the indemnitee, determination of the right to indemnity and amount of indemnity shall be made by final adjudication (as defined above) and such final adjudication shall supersede any determination made in accordance with RCW 23B.08.550.

**Section 9.3 Nonexclusivity of Rights.** The rights to indemnification (including, but not limited to, payment, reimbursement and advances of expenses) granted in this Article shall not be exclusive of any other powers or obligations of the Corporation or of any other rights which any person may have or hereafter acquire under any statute, the common law, the Corporation's Articles of Incorporation or Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise. Notwithstanding any amendment to or repeal of this Article, the rights to indemnification for an indemnitee under this Article shall vest at the time the indemnitee first becomes a director, officer, partner, trustee, employee, agent or in any other relationship or capacity whatsoever and no repeal or amendment of, or adoption of any provision inconsistent with this Article shall adversely affect any rights to indemnification granted to an indemnitee pursuant hereto existing at, arising out of, or related to any acts or omissions of such indemnitee occurring prior to such amendment or repeal.

**Section 9.4 Insurance, Contracts and Funding.** The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person (including a person's personal representative) who is or was a director, officer, employee or agent of the Corporation or who is or was a director, officer, partner, trustee, employee, agent, or in any other relationship or capacity whatsoever, of any other foreign or domestic corporation, partnership, joint venture, employee benefit plan or trust or other trust, enterprise or other private or governmental entity, agency, board, commission, body or other unit whatsoever, against any expense, liability or loss, whether or not the power to indemnify such person against such expense, liability or loss is now or hereafter granted to the Corporation under the Washington Business Corporation Act. The Corporation may enter into contracts granting indemnity, to any such person whether or not in furtherance of the provisions of this Article and may create trust funds, grant security interests and use other means (including, without limitation, letters of credit) to secure and ensure the payment of indemnification amounts.

**Section 9.5 Indemnification of Employees and Agents.** The Corporation may, by action of the board of directors, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agent of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted under, or provided by, the Washington Business Corporation Act or otherwise.

**Section 9.6 Separability of Provisions.** If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever (i) the validity, legality and enforceability of the remaining provisions of this Article (including without limitation, all portions of any sections of this Article containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Article (including, without limitation, all portions of any paragraph of this Article containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

**Section 9.7 Partial Indemnification.** If an indemnitee is entitled to indemnification by the Corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the Corporation shall nevertheless indemnify the indemnitee for the portion of such expenses, liabilities and losses to which the indemnitee is entitled.

**Section 9.8 Successors and Assigns.** All obligations of the Corporation to indemnify (including, but not limited to, payment, reimbursement and advances of expenses) any indemnitee: (i) shall be binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), (ii) shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the indemnitee, and (iii) shall continue as to any indemnitee who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity).

**ARTICLE X  
AMENDMENT OF BYLAWS**

**Section 10.1 By the Shareholders.** These Amended and Restated Bylaws may be amended, altered, or repealed at any annual or special meeting of the shareholders; provided that, in the case of a special meeting, notice of the proposed alteration or amendment is contained in the notice of the meeting.

**Section 10.2 By the Board of Directors.** These Amended and Restated Bylaws may be amended, altered, or repealed by the board of directors at any annual, regular or special meeting of the board.

**ARTICLE XI  
FISCAL YEAR**

The fiscal year of the Corporation shall be set by resolution of the board of directors.

**ARTICLE XII  
CONFLICTS OR INVALID PROVISIONS**

**Section 12.1 Conflicts.** These Amended and Restated Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever These Amended and Restated Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

**Section 12.2 Invalid Provisions.** If any one or more of the provisions of These Amended and Restated Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of These Amended and Restated Bylaws and all other applications of any provision shall not be affected thereby.

**CERTIFICATE OF ADOPTION**

The undersigned Secretary of Nordstrom, Inc. does hereby certify that the foregoing were duly adopted as the Bylaws of the Corporation by the Board of Directors effective as of May 20, 2025.

/s/ Erik B. Nordstrom

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Erik B. Nordstrom, Co-Chief Executive Officer

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## FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “**First Supplemental Indenture**”), dated as of May 20, 2025, is entered into by and among (i) Nordstrom, Inc., a Washington corporation (the “**Company**”), (ii) Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as Trustee (as defined below) under the Indenture (as defined below) and (iii) for purposes of accepting the appointment as collateral agent, Wilmington Savings Fund Society, FSB, as Notes Collateral Agent (as defined below).

## RECITALS

WHEREAS, the Company entered into that certain Indenture, dated as of March 11, 1998 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with Norwest Bank Colorado, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee (in such capacity, together with any successor or replacement trustee, the “**Trustee**”);

WHEREAS, the Company has previously issued various debentures pursuant to the Indenture, including 6.95% senior debentures due 2028 (the “**Notes**”);

WHEREAS, on the date hereof, the Company merged with and into Navy Acquisition Co. Inc. (“**Acquisition Sub**”), a Washington corporation and wholly owned subsidiary of Nordstrom Holdings, Inc. (“**Parent**”), pursuant to that certain Merger Agreement, dated December 22, 2024, by and among the Company, Parent and Acquisition Sub, in a going private transaction, with the Company continuing as the surviving corporation in the Merger and becoming a wholly owned subsidiary of Parent (the “**Merger**”);

WHEREAS, concurrently with the closing of the Merger, the Company, as the lead borrower, entered into that certain Credit Agreement with Wells Fargo Bank, National Association, as agent, letter of credit issuer and swing line lender, the lenders from time to time party thereto, Parent and the subsidiary guarantors from time to time party thereto (the “**Credit Agreement**”), which provides for a senior secured asset-based credit facility in an aggregate principal amount of \$1,200 million (the “**ABL Facility**”), the obligations under which are secured by substantially all assets of the borrower and the subsidiary guarantors other than real property, subject to certain exclusions and exceptions;

WHEREAS, in connection with the closing of the Merger and entry into the Credit Agreement, the Company desires to provide Holders of the Notes with the Notes Guaranty (as defined below) and a security interest in and to the Collateral (as defined below) immediately following the effective time of the Merger pursuant to Section 1005 of the Indenture;

WHEREAS, the Trustee, on behalf of Holders of the Notes, intends to appoint Wilmington Savings Fund Society, FSB as collateral agent for the benefit of Holders of the Notes concurrently with entry into this First Supplemental Indenture to execute, deliver and perform its obligations under the Notes Guaranty, the Notes Security Agreement (as defined below) and the ABL Intercreditor Agreement (as defined below) and any other agreement, instrument, release or document contemplated therein or otherwise in connection therewith from time to time (collectively, the “**Notes Documents**”);

WHEREAS, in order to provide a guaranty with respect to the Notes, Nordstrom Card Services, Inc. (“**Card Services**”), a Delaware corporation and wholly owned subsidiary of the Company, and NIHC, Inc. (“**NIHC**”), a Colorado corporation and wholly owned subsidiary of the Company (Card Services and NIHC, together, the “**Guarantors**” and, each individually, a “**Guarantor**”) are concurrently entering into that certain Notes Guaranty Agreement, dated as of the date hereof, on a joint and several basis, in favor of the Notes Collateral Agent for the benefit of Holders of the Notes (such Notes Guaranty Agreement, in the form attached hereto as Exhibit A and as amended, restated, supplemented or otherwise modified from time to time, the “**Notes Guaranty**”);

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WHEREAS, in connection with entry into the Notes Guaranty, the Company and the Guarantors are concurrently entering into that certain Notes Security Agreement, dated as of the date hereof, in favor of the Notes Collateral Agent for the benefit of Holders of the Notes, providing for a continuing security interest in and to certain property of the Company and the Guarantors, wherever located, and whether now existing or hereafter arising or acquired from time to time (as further described in the Notes Security Agreement, the “**Collateral**”) in order to secure the prompt and complete payment, observance and performance of, among other things, the Notes (such Notes Security Agreement, in the form attached hereto as Exhibit B and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Notes Security Agreement**”);

WHEREAS, the Notes Collateral Agent, and Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent, inter alios, are concurrently entering into an ABL Intercreditor Agreement, dated as of the date hereof (such ABL Intercreditor Agreement, in the form attached hereto as Exhibit C and as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Intercreditor Agreement**”), that governs the relative rights and priorities of the ABL Secured Parties (as defined therein) and the Notes Collateral Agent (on behalf of the First Lien Notes Secured Parties (as defined therein)) in respect of the Collateral and with respect to certain other matters as described therein;

WHEREAS, the Company and Wilmington Savings Fund Society, FSB, as information agent (the “**Information Agent**”), are concurrently entering into that certain Information Agency Agreement, dated as of the date hereof (the “**Information Agency Agreement**”), pursuant to which the Information Agent shall maintain and operate a platform where the above referenced agreements and certain quarterly financial information of the Company shall be posted in electronic format for the benefit of Holders who receive platform access following registration with the Company;

WHEREAS, this First Supplemental Indenture is not expected to result in a material modification of the Notes for Foreign Account Tax Compliance Act (FATCA) purposes;

WHEREAS, Section 901 of the Indenture provides that the Company and the Trustee are authorized to execute and deliver indentures supplemental to the Indenture without the consent of Holders of the Notes to provide a guaranty with respect to the Notes and to secure the Notes; and

WHEREAS, the Company hereby requests that the Trustee join in the execution and delivery of this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of Holders of the Notes as follows:

1. **DEFINITIONS IN FIRST SUPPLEMENTAL INDENTURE.** All terms contained in this First Supplemental Indenture that are defined in the Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in the Indenture, unless the context otherwise specifies or requires.

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2. APPOINTMENT OF NOTES COLLATERAL AGENT. The Trustee, on behalf of Holders of the Notes, hereby irrevocably appoints Wilmington Savings Fund Society, FSB (the “**Notes Collateral Agent**”) as collateral agent for the benefit of Holders of the Notes. The Notes Collateral Agent accepts such appointment and the Trustee authorizes and directs the Notes Collateral Agent to execute, deliver and perform its obligations under the Notes Documents. The Trustee hereby further acknowledges and agrees to the appointment and authorization of the Notes Collateral Agent to act as the agent of it and the Holders for purposes of acquiring, holding and enforcing (a) any and all liens on Collateral granted pursuant to the Notes Security Agreement and (b) any and all guarantees provided pursuant to the Notes Guaranty, in each case, together with such powers and discretion as are reasonably incidental thereto, including, without limitation, related to the release of the Collateral or Guarantors, as applicable, and the exercise of remedies, in accordance with the terms of the Notes Documents. The Trustee further acknowledges and agrees that the Notes Collateral Agent shall have the sole and exclusive right to institute actions and proceedings against a Guarantor pursuant to the Notes Guaranty or a Grantor under the Notes Security Agreement, in each case, for the benefit of Holders of the Notes and the other Guaranteed Parties (as defined in the Notes Guaranty) or other Secured Parties (as defined in the Notes Guaranty), as applicable. The Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and exculpations under the Indenture as that afforded to the Trustee pursuant to Article 6 thereof. It is understood that the Trustee is appointing the Notes Collateral Agent on behalf of the Holders of the Notes in order to secure the Notes as permitted under Section 901 of the Indenture. The Trustee shall have no liability for the Notes Collateral Agent’s compliance with the Notes Documents or the terms, statements and obligations set forth in the Notes Documents.

The Notes Collateral Agent shall, subject to the terms hereof, act pursuant to the instructions of the Trustee with respect to the Notes Documents. The Notes Collateral Agent shall have no discretion under the Indenture or the Notes Documents and shall not be required to make or give any determination, consent, approval, request or direction without the direction of the Trustee; notwithstanding the foregoing, to the extent that the Note Documents expressly require that the Notes Collateral Agent execute, deliver or enter into any document or otherwise take any action following the occurrence of any event or upon the request of either the ABL Agent (as defined in the Intercreditor Agreement) or the Company, the Notes Collateral Agent shall not be required to seek further direction from the Trustee in connection therewith. Notwithstanding anything to the contrary herein, it is understood that the Trustee shall only provide direction to the Notes Collateral Agent upon direction from the Holders of the Notes pursuant to the Indenture. Absent any such direction from the Holders of the Notes, the Trustee shall have no obligation to direct the Notes Collateral Agent. The Trustee shall not be responsible for the actions or inactions of the Notes Collateral Agent in connection with this First Supplemental Indenture, Notes Security Agreement or any other Notes Document.

The Trustee shall notify the Notes Collateral Agent reasonably promptly following certain occurrences, including, without limitation, (i) receipt of written notice of any Event of Default under the Indenture, (ii) transmittal by mail of any notice of default under the Indenture, (iii) acknowledgement of satisfaction and discharge of the Indenture, and (iv) receipt of written consent to release the Notes Guaranty or any and all liens on Collateral granted pursuant to the Notes Security Agreement, in each case, signed by the majority in the principal amount of the Notes of the Company outstanding under the Indenture and the Indenture, dated as of December 3, 2007, with Wells Fargo Bank, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee. The Trustee shall provide any information reasonably requested by the Notes Collateral Agent from time to time, including, without limitation, details regarding all amounts owing or due under the terms of the Notes and the Indenture if and when requested by the Notes Collateral Agent.

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After the occurrence of an Event of Default, subject to the provisions of the Intercreditor Agreement, the Trustee (upon receipt of written direction from the Holders) may direct the Notes Collateral Agent in connection with any action required or permitted by the Indenture and the Notes Documents. Neither the Trustee nor the Notes Collateral Agent shall have any obligation to exercise any of the rights or powers vested in it by the Indenture or the Notes Documents at the request or direction of any of Holders unless such Holders have offered and provided to the Trustee and the Notes Collateral Agent indemnity and/or security satisfactory to each of the Trustee and the Notes Collateral Agent against their respective losses, liabilities, costs, damages, claims, fees and expenses that might be incurred by each of the Trustee and the Notes Collateral Agent in compliance with such request or direction.

3. **ACKNOWLEDGEMENT OF GUARANTY.** The Trustee hereby acknowledges the granting of the guaranty by the Guarantors with respect to the Notes in favor of the Notes Collateral Agent for the benefit of Holders and the other Guaranteed Parties (as defined in the Notes Security Agreement) pursuant to the Notes Guaranty, to guaranty the payment of principal and interest and all other amounts due and owing pursuant to the terms of the Notes, the Indenture and the Notes Documents in accordance with the terms of the Note Guaranty Agreement.

4. **ACKNOWLEDGMENT OF LIENS.** The Trustee hereby acknowledges the granting of the liens on the Collateral to the Notes Collateral Agent for the benefit of the Trustee, the Notes Collateral Agent and the Holders pursuant to the Notes Security Agreement pursuant to Section 1005 of the Indenture, to secure the payment of principal and interest and all other amounts due and owing pursuant to the terms of the Notes, the Indenture, the Notes Security Agreement or any other Notes Documents, in accordance with the terms of the Notes Security Agreement.

5. **RELATED AMENDMENTS.** In connection with the provision of the Notes Guaranty and a security interest in and to the Collateral to the Notes Collateral Agent for the benefit of Holders of the Notes, Section 506, clause FIRST of the Indenture shall be amended to include the amounts payable to the Notes Collateral Agent and any provision in Section 503 referring to amounts due to, or claims of, the Trustee shall be amended to include amounts due to and claims of the Notes Collateral Agent.

6. **BREACH OF OR NONCOMPLIANCE WITH OTHER AGREEMENTS.** Notwithstanding anything to the contrary in this First Supplemental Indenture or the Indenture, remedies for any breach of or noncompliance with the Notes Guaranty and/or the Notes Security Agreement shall be governed solely by the terms of such agreement and shall in no event constitute a default or an Event of Default under the Indenture. For the avoidance of doubt, nothing in this First Supplemental Indenture, the Notes Guaranty or the Notes Security Agreement shall be construed to constitute a new covenant in favor of Holders of the Notes under the Indenture.

7. **EXPENSES, DISBURSEMENTS AND ADVANCES.** For the avoidance of doubt, consistent with Section 607 of the Indenture, the Company shall reimburse (a) the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with the provisions of this First Supplemental Indenture and (b) the Notes Collateral Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with the provisions of this First Supplemental Indenture.

8. **EFFECTIVENESS OF THIS SUPPLEMENTAL INDENTURE.** This First Supplemental Indenture shall become effective upon execution of counterparts hereof by each of the Company and the Trustee and the receipt by the Trustee of an Opinion of Counsel and an Officers' Certificate consistent with Section 102 of the Indenture.

9. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

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10. GOVERNING LAW. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON APPLICABLE TO AGREEMENTS MADE OR INSTRUMENTS ENTERED INTO AND, IN EACH CASE, PERFORMED IN SAID STATE.

11. NOTES COLLATERAL AGENT. The Notes Collateral Agent may resign or be removed and a successor appointed in accordance with the provisions of Section 610 of the Indenture, as if references to the Trustee in such Section were references to the Notes Collateral Agent or with the provisions of Sections 9.1 and 9.5 of the Notes Security Agreement. If the Notes Collateral Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the successor Person without any further act will be the successor Notes Collateral Agent.

12. TRUSTEE. The Trustee and the Notes Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee and the Notes Collateral Agent shall be applicable in respect of this First Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

13. COUNTERPARTS, ORIGINALS AND E-SIGNATURES. This First Supplemental Indenture may be executed by one or more of the parties to this First Supplemental Indenture on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any documents to be delivered pursuant to this First Supplemental Indenture and any notices hereunder may be transmitted by facsimile or electronic format (e.g., “.pdf” or “.tif”) transmission and shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. The words “execution,” “signed,” “signature,” and words of like import in this First Supplemental Indenture or any agreement entered into in connection herewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act (e.g., DocuSign). Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

14. SUCCESSORS AND ASSIGNS. All covenants and agreements in this First Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

15. SEVERABILITY. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

*[Signature Page Follows]*

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

NORDSTROM, INC.

By: /s/ Erik B. Nordstrom  
Name: Erik B. Nordstrom  
Title: Co-Chief Executive Officer and Assistant Treasurer

COMPUTERSHARE TRUST COMPANY, N.A.  
as Trustee

By: /s/ Scott Little  
Name: Scott Little  
Title: Vice President

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ACCEPTED BY:

WILMINGTON SAVINGS FUND SOCIETY, FSB  
as Notes Collateral Agent

By: /s/ Lizbet Hinojosa  
Name: Lizbet Hinojosa  
Title: Vice President

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**FIRST SUPPLEMENTAL INDENTURE**

FIRST SUPPLEMENTAL INDENTURE (this “**First Supplemental Indenture**”), dated as of May 20, 2025, is entered into by and among (i) Nordstrom, Inc., a Washington corporation (the “**Company**”), (ii) Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as Trustee (as defined below) under the Indenture (as defined below) and (iii) for purposes of accepting the appointment as collateral agent, Wilmington Savings Fund Society, FSB, as Notes Collateral Agent (as defined below).

**RECITALS**

WHEREAS, the Company entered into that certain Indenture, dated as of December 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with Wells Fargo Bank, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee (in such capacity, together with any successor or replacement trustee, the “**Trustee**”);

WHEREAS, the Company has previously issued various notes pursuant to the Indenture, including 4.00% senior notes due 2027, 4.375% senior notes due 2030, 4.25% senior notes due 2031, 7.00% senior notes due 2038, and 5.00% senior notes due 2044 (collectively, the “**Notes**”);

WHEREAS, on the date hereof, the Company merged with and into Navy Acquisition Co. Inc. (“**Acquisition Sub**”), a Washington corporation and wholly owned subsidiary of Nordstrom Holdings, Inc. (“**Parent**”), pursuant to that certain Merger Agreement, dated December 22, 2024, by and among the Company, Parent and Acquisition Sub, in a going private transaction, with the Company continuing as the surviving corporation in the Merger and becoming a wholly owned subsidiary of Parent (the “**Merger**”);

WHEREAS, concurrently with the closing of the Merger, the Company, as the lead borrower, entered into that certain Credit Agreement with Wells Fargo Bank, National Association, as agent, letter of credit issuer and swing line lender, the lenders from time to time party thereto, Parent and the subsidiary guarantors from time to time party thereto (the “**Credit Agreement**”), which provides for a senior secured asset-based credit facility in an aggregate principal amount of \$1,200 million (the “**ABL Facility**”), the obligations under which are secured by substantially all assets of the borrower and the subsidiary guarantors other than real property, subject to certain exclusions and exceptions;

WHEREAS, in connection with the closing of the Merger and entry into the Credit Agreement, the Company desires to provide Holders of the Notes with the Notes Guaranty (as defined below) and a security interest in and to the Collateral (as defined below) immediately following the effective time of the Merger pursuant to Section 10.5 of the Indenture;

WHEREAS, the Trustee, on behalf of Holders of the Notes, intends to appoint Wilmington Savings Fund Society, FSB as collateral agent for the benefit of Holders of the Notes concurrently with entry into this First Supplemental Indenture to execute, deliver and perform its obligations under the Notes Guaranty, the Notes Security Agreement (as defined below) and the ABL Intercreditor Agreement (as defined below) and any other agreement, instrument, release or document contemplated therein or otherwise in connection therewith from time to time (collectively, the “**Notes Documents**”);

WHEREAS, in order to provide a guaranty with respect to the Notes, Nordstrom Card Services, Inc. (“**Card Services**”), a Delaware corporation and wholly owned subsidiary of the Company, and NIHC, Inc. (“**NIHC**”), a Colorado corporation and wholly owned subsidiary of the Company (Card Services and NIHC, together, the “**Guarantors**” and, each individually, a “**Guarantor**”) are concurrently entering into that certain Notes Guaranty Agreement, dated as of the date hereof, on a joint and several basis, in favor of the Notes Collateral Agent for the benefit of Holders of the Notes (such Notes Guaranty Agreement, in the form attached hereto as Exhibit A and as amended, restated, supplemented or otherwise modified from time to time, the “**Notes Guaranty**”);

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WHEREAS, in connection with entry into the Notes Guaranty, the Company and the Guarantors are concurrently entering into that certain Notes Security Agreement, dated as of the date hereof, in favor of the Notes Collateral Agent for the benefit of Holders of the Notes, providing for a continuing security interest in and to certain property of the Company and the Guarantors, wherever located, and whether now existing or hereafter arising or acquired from time to time (as further described in the Notes Security Agreement, the “**Collateral**”) in order to secure the prompt and complete payment, observance and performance of, among other things, the Notes (such Notes Security Agreement, in the form attached hereto as Exhibit B and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Notes Security Agreement**”);

WHEREAS, the Notes Collateral Agent, and Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent, inter alios, are concurrently entering into an ABL Intercreditor Agreement, dated as of the date hereof (such ABL Intercreditor Agreement, in the form attached hereto as Exhibit C and as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Intercreditor Agreement**”), that governs the relative rights and priorities of the ABL Secured Parties (as defined therein) and the Notes Collateral Agent (on behalf of the First Lien Notes Secured Parties (as defined therein)) in respect of the Collateral and with respect to certain other matters as described therein;

WHEREAS, the Company and Wilmington Savings Fund Society, FSB, as information agent (the “**Information Agent**”), are concurrently entering into that certain Information Agency Agreement, dated as of the date hereof (the “**Information Agency Agreement**”), pursuant to which the Information Agent shall maintain and operate a platform where the above referenced agreements and certain quarterly financial information of the Company shall be posted in electronic format for the benefit of Holders who receive platform access following registration with the Company;

WHEREAS, this First Supplemental Indenture is not expected to result in a material modification of the Notes for Foreign Account Tax Compliance Act (FATCA) purposes;

WHEREAS, Section 9.1 of the Indenture provides that the Company and the Trustee are authorized to execute and deliver indentures supplemental to the Indenture without the consent of Holders of the Notes to provide a guaranty with respect to the Notes and to secure the Notes; and

WHEREAS, the Company hereby requests that the Trustee join in the execution and delivery of this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of Holders of the Notes as follows:

1. **DEFINITIONS IN FIRST SUPPLEMENTAL INDENTURE.** All terms contained in this First Supplemental Indenture that are defined in the Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in the Indenture, unless the context otherwise specifies or requires.

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2. APPOINTMENT OF NOTES COLLATERAL AGENT. The Trustee, on behalf of Holders of the Notes, hereby irrevocably appoints Wilmington Savings Fund Society, FSB (the “**Notes Collateral Agent**”) as collateral agent for the benefit of Holders of the Notes. The Notes Collateral Agent accepts such appointment and the Trustee authorizes and directs the Notes Collateral Agent to execute, deliver and perform its obligations under the Notes Documents. The Trustee hereby further acknowledges and agrees to the appointment and authorization of the Notes Collateral Agent to act as the agent of it and the Holders for purposes of acquiring, holding and enforcing (a) any and all liens on Collateral granted pursuant to the Notes Security Agreement and (b) any and all guarantees provided pursuant to the Notes Guaranty, in each case, together with such powers and discretion as are reasonably incidental thereto, including, without limitation, related to the release of the Collateral or Guarantors, as applicable, and the exercise of remedies, in accordance with the terms of the Notes Documents. The Trustee further acknowledges and agrees that the Notes Collateral Agent shall have the sole and exclusive right to institute actions and proceedings against a Guarantor pursuant to the Notes Guaranty or a Grantor under the Notes Security Agreement, in each case, for the benefit of Holders of the Notes and the other Guaranteed Parties (as defined in the Notes Guaranty) or other Secured Parties (as defined in the Notes Guaranty), as applicable. The Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and exculpations under the Indenture as that afforded to the Trustee pursuant to Article 6 thereof. It is understood that the Trustee is appointing the Notes Collateral Agent on behalf of the Holders of the Notes in order to secure the Notes as permitted under Section 9.1 of the Indenture. The Trustee shall have no liability for the Notes Collateral Agent’s compliance with the Notes Documents or the terms, statements and obligations set forth in the Notes Documents.

The Notes Collateral Agent shall, subject to the terms hereof, act pursuant to the instructions of the Trustee with respect to the Notes Documents. The Notes Collateral Agent shall have no discretion under the Indenture or the Notes Documents and shall not be required to make or give any determination, consent, approval, request or direction without the direction of the Trustee; notwithstanding the foregoing, to the extent that the Note Documents expressly require that the Notes Collateral Agent execute, deliver or enter into any document or otherwise take any action following the occurrence of any event or upon the request of either the ABL Agent (as defined in the Intercreditor Agreement) or the Company, the Notes Collateral Agent shall not be required to seek further direction from the Trustee in connection therewith. Notwithstanding anything to the contrary herein, it is understood that the Trustee shall only provide direction to the Notes Collateral Agent upon direction from the Holders of the Notes pursuant to the Indenture. Absent any such direction from the Holders of the Notes, the Trustee shall have no obligation to direct the Notes Collateral Agent. The Trustee shall not be responsible for the actions or inactions of the Notes Collateral Agent in connection with this First Supplemental Indenture, Notes Security Agreement or any other Notes Document.

The Trustee shall notify the Notes Collateral Agent reasonably promptly following certain occurrences, including, without limitation, (i) receipt of written notice of any Event of Default under the Indenture, (ii) transmittal by mail of any notice of default under the Indenture, (iii) acknowledgement of satisfaction and discharge of the Indenture, and (iv) receipt of written consent to release the Notes Guaranty or any and all liens on Collateral granted pursuant to the Notes Security Agreement, in each case, signed by the majority in the principal amount of the Notes of the Company outstanding under the Indenture and the Indenture, dated as of March 11, 1998, with Norwest Bank Colorado, National Association (subsequently assigned to Computershare Trust Company, N.A.), as trustee. The Trustee shall provide any information reasonably requested by the Notes Collateral Agent from time to time, including, without limitation, details regarding all amounts owing or due under the terms of the Notes and the Indenture if and when requested by the Notes Collateral Agent.

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After the occurrence of an Event of Default, subject to the provisions of the Intercreditor Agreement, the Trustee (upon receipt of written direction from the Holders) may direct the Notes Collateral Agent in connection with any action required or permitted by the Indenture and the Notes Documents. Neither the Trustee nor the Notes Collateral Agent shall have any obligation to exercise any of the rights or powers vested in it by the Indenture or the Notes Documents at the request or direction of any of Holders unless such Holders have offered and provided to the Trustee and the Notes Collateral Agent indemnity and/or security satisfactory to each of the Trustee and the Notes Collateral Agent against their respective losses, liabilities, costs, damages, claims, fees and expenses that might be incurred by each of the Trustee and the Notes Collateral Agent in compliance with such request or direction.

3. **ACKNOWLEDGEMENT OF GUARANTY.** The Trustee hereby acknowledges the granting of the guaranty by the Guarantors with respect to the Notes in favor of the Notes Collateral Agent for the benefit of Holders and the other Guaranteed Parties (as defined in the Notes Security Agreement) pursuant to the Notes Guaranty, to guaranty the payment of principal and interest and all other amounts due and owing pursuant to the terms of the Notes, the Indenture and the Notes Documents in accordance with the terms of the Note Guaranty Agreement.

4. **ACKNOWLEDGMENT OF LIENS.** The Trustee hereby acknowledges the granting of the liens on the Collateral to the Notes Collateral Agent for the benefit of the Trustee, the Notes Collateral Agent and the Holders pursuant to the Notes Security Agreement pursuant to Section 10.5 of the Indenture, to secure the payment of principal and interest and all other amounts due and owing pursuant to the terms of the Notes, the Indenture, the Notes Security Agreement or any other Notes Documents, in accordance with the terms of the Notes Security Agreement.

5. **RELATED AMENDMENTS.** In connection with the provision of the Notes Guaranty and a security interest in and to the Collateral to the Notes Collateral Agent for the benefit of Holders of the Notes, Section 5.6, clause FIRST of the Indenture shall be amended to include the amounts payable to the Notes Collateral Agent and any provision in Section 5.3 referring to amounts due to, or claims of, the Trustee shall be amended to include amounts due to and claims of the Notes Collateral Agent.

6. **BREACH OF OR NONCOMPLIANCE WITH OTHER AGREEMENTS.** Notwithstanding anything to the contrary in this First Supplemental Indenture or the Indenture, remedies for any breach of or noncompliance with the Notes Guaranty and/or the Notes Security Agreement shall be governed solely by the terms of such agreement and shall in no event constitute a default or an Event of Default under the Indenture. For the avoidance of doubt, nothing in this First Supplemental Indenture, the Notes Guaranty or the Notes Security Agreement shall be construed to constitute a new covenant in favor of Holders of the Notes under the Indenture.

7. **EXPENSES, DISBURSEMENTS AND ADVANCES.** For the avoidance of doubt, consistent with Section 6.6 of the Indenture, the Company shall reimburse (a) the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with the provisions of this First Supplemental Indenture and (b) the Notes Collateral Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with the provisions of this First Supplemental Indenture.

8. **EFFECTIVENESS OF THIS SUPPLEMENTAL INDENTURE.** This First Supplemental Indenture shall become effective upon execution of counterparts hereof by each of the Company and the Trustee and the receipt by the Trustee of an Opinion of Counsel and an Officers' Certificate consistent with Section 9.3 of the Indenture.

9. **RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

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10. GOVERNING LAW. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE OR INSTRUMENTS ENTERED INTO AND, IN EACH CASE, PERFORMED IN SAID STATE.

11. NOTES COLLATERAL AGENT. The Notes Collateral Agent may resign or be removed and a successor appointed in accordance with the provisions of Section 6.8 of the Indenture, as if references to the Trustee in such Section were references to the Notes Collateral Agent or with the provisions of Sections 9.1 and 9.5 of the Notes Security Agreement. If the Notes Collateral Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the successor Person without any further act will be the successor Notes Collateral Agent.

12. TRUSTEE. The Trustee and the Notes Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the recitals contained herein, all of which recitals are made solely by the Company and the Guarantors. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee and the Notes Collateral Agent shall be applicable in respect of this First Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

13. COUNTERPARTS, ORIGINALS AND E-SIGNATURES. This First Supplemental Indenture may be executed by one or more of the parties to this First Supplemental Indenture on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any documents to be delivered pursuant to this First Supplemental Indenture and any notices hereunder may be transmitted by facsimile or electronic format (e.g., “.pdf” or “.tif”) transmission and shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. The words “execution,” “signed,” “signature,” and words of like import in this First Supplemental Indenture or any agreement entered into in connection herewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act (e.g., DocuSign). Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

14. SUCCESSORS AND ASSIGNS. All covenants and agreements in this First Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

15. SEVERABILITY. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

*[Signature Page Follows]*

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

NORDSTROM, INC.

By: /s/ Erik B. Nordstrom  
Name: Erik B. Nordstrom  
Title: Co-Chief Executive Officer and Assistant Treasurer

COMPUTERSHARE TRUST COMPANY, N.A.  
as Trustee

By: /s/ Scott Little  
Name: Scott Little  
Title: Vice President

---

ACCEPTED BY:

WILMINGTON SAVINGS FUND SOCIETY, FSB  
as Notes Collateral Agent

By: /s/ Lizbet Hinojosa  
Name: Lizbet Hinojosa  
Title: Vice President

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AMENDMENT NO. 1  
TO  
ROLLOVER, VOTING AND SUPPORT AGREEMENT

This AMENDMENT NO. 1 TO ROLLOVER, VOTING AND SUPPORT AGREEMENT (this “*Amendment*”), dated as of May 20, 2025 (the “*Amendment Effective Date*”), amends that certain Rollover, Voting and Support Agreement, dated as of December 22, 2024 (the “*Rollover and Support Agreement*”), by and among Nordstrom, Inc., a Washington corporation (the “*Company*”), Nordstrom Holdings, Inc., a Delaware corporation (formerly known as Norse Holdings, Inc., a Delaware corporation) (solely with respect to Sections 1, 11 and 14 through 23) (“*Parent*”) and the shareholders listed on the signature pages thereto (collectively, the “*Shareholders*” and each individually, a “*Shareholder*”). Capitalized terms used and not defined herein shall have the meanings set forth in the Rollover and Support Agreement.

WHEREAS, Parent and the Shareholders entered into the Rollover and Support Agreement as a material inducement to, and as a condition of, the willingness of the Company to enter into that certain Agreement and Plan of Merger, dated as of December 22, 2024, with Parent and Navy Acquisition Co. Inc., a Washington corporation and a wholly owned subsidiary of Parent (the “*Merger Agreement*”);

WHEREAS, pursuant to the Rollover and Support Agreement, each Shareholder agreed to (a) transfer, contribute and deliver the number of shares of common stock, no par value per share, of the Company (“*Company Common Stock*”) set forth therein to Parent in exchange for common stock of Parent, (b) vote their shares of Company Common Stock and any other voting securities of the Company in favor of the approval of this Merger Agreement and the transactions contemplated hereby, including the Merger, and (c) take or abstain from taking certain other actions;

WHEREAS, certain Shareholders now desire to amend the number of Subject Shares, Rollover Shares and Parent Shares shown in Schedule A to the Rollover and Support Agreement (the “*Amended Shares*”);

WHEREAS, the Company, Parent and the Shareholders desire to amend Schedule A to the Rollover and Support Agreement in order to reflect the Amended Shares and confirm that the Amended Shares shall be deemed to be Subject Shares, Rollover Shares and Parent Shares, as applicable, for purposes of the Rollover and Support Agreement; and

WHEREAS, Section 17 of the Rollover and Support Agreement provides that the Rollover and Support Agreement may be amended or modified by mutual agreement of the parties thereto in an instrument in writing signed by each of the parties.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Parent and each of the undersigned Shareholders, hereby agrees as follows:

1. Amendment to Rollover and Support Agreement. Schedule A of the Rollover and Support Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold, double-underlined text (indicated textually in the same manner as the following example: **double-underlined text**) as set forth on Annex 1 to this Amendment.

2. Incorporation of Rollover and Support Agreement. All the provisions of this Amendment shall be deemed to be incorporated in, and made a part of, the Rollover and Support Agreement; and the Rollover and Support Agreement, as supplemented and amended by this Amendment, shall be read, taken and construed as one and the same instrument, and except as expressly amended hereby, the terms and conditions of the Rollover and Support Agreement shall continue in full force and effect. All references to “this Agreement” in the Rollover and Support Agreement or to the words “hereof,” “hereunder” or “herein” or words of similar effect, or to any Schedule in the Rollover and Support Agreement, shall mean the Rollover and Support Agreement or Schedule, as amended hereby.

3. Miscellaneous.

(a) Except to the extent the Laws of the State of Washington are mandatorily applicable, this Amendment and all Actions (whether based on Contract, tort or otherwise) arising out of or relating to this Amendment or the actions of a Shareholder or the Company in the negotiation, administration, performance and enforcement thereof, shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Amendment shall inure to the benefit of and be binding upon each of the parties to the Rollover and Support Agreement, including the Parties, and each of their respective permitted successors and permitted assigns.

(c) This Amendment, together with the Rollover and Support Agreement and the other Transaction Documents to which any Shareholder is a party to, constitutes the sole and entire agreement by the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(d) This Amendment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Amendment.

*[Remainder of page intentionally left blank]*

**Annex 1**

**Amended Schedule A**

See attached

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Shareholder	Subject Shares	Rollover Shares	Parent Shares
Anne E. Gittinger	<del>13,849,579</del> <u>13,849,633</u>	13,846,274	13,846,274
Anne E. Gittinger Trust u/w Everett W. Nordstrom	5,501,520	5,501,520	5,501,520
1976 Elizabeth J. Nordstrom Trust FBO Anne Gittinger	1,555,200	1,555,200	1,555,200
Susan E. Dunn	<del>288,419</del> <u>290,769</u>	<del>288,419</del> <u>290,769</u>	<del>288,419</del> <u>290,769</u>
Susan E. Dunn Trust u/w Elizabeth J. Nordstrom	743,420	743,420	743,420
Estate of Bruce A. Nordstrom	10,244,147 <sup>1</sup>	10,244,147	10,244,147
1976 Bruce A. Nordstrom Trust (aka 1976 Elizabeth J. Nordstrom Trust FBO Bruce A. Nordstrom)	1,555,200	1,555,200	1,555,200
Trust A u/w Frances W. Nordstrom	6,935,360 <sup>2</sup>	<del>4,323,261</del> <u>4,788,965</u>	<del>4,323,261</del> <u>4,788,965</u>
<u>Jeannie</u> (Margaret Jean O'Roark) Nordstrom	261,776	261,776	261,776
Peter E. Nordstrom	<del>2,510,606</del> <sup>3</sup> <u>2,570,518</u>	<del>2,510,606</del> <u>2,527,842</u>	<del>2,510,606</del> <u>2,527,842</u>
Brandy <del>FM</del> Nordstrom	<del>176,057</del> <u>176,065</u>	<del>176,057</del> <u>175,533</u>	<del>176,057</del> <u>175,533</u>
Erik B. Nordstrom	<del>2,602,277</del> <u>2,661,571</u>	<del>2,602,277</del> <u>2,658,631</u>	<del>2,602,277</del> <u>2,658,631</u>
Julie A. Nordstrom	42,646	42,646	42,646
James F. Nordstrom, Jr.	<del>813,346</del> <u>777,245</u>	<del>806,098</del> <u>769,883</u>	<del>806,098</del> <u>769,883</u>
Lisa Nordstrom	<del>2,635</del> <u>2,669</u>	0	0
Katharine T. Nordstrom 2007 Trust Agreement	24,593	24,593	24,593
Julia K. Nordstrom 2007 Trust Agreement	24,592	24,592	24,592
Audrey G. Nordstrom 2007 Trust Agreement	24,592	24,592	24,592
LN 1989 TRUST JWN	169,801	169,801	169,801
LN Holdings JWN <del>HE</del> <u>LLC</u>	435,276	435,276	435,276
LN Holdings JWN II LLC	4,465,662	4,465,662	4,465,662
Alexandra F. Nordstrom	76,996	76,996	76,996
Blake & Molly Nordstrom 2012 Trust FBO Alexandra F. Nordstrom	96,394	96,394	96,394
Andrew L. Nordstrom	67,188	0	0
Blake and Molly Nordstrom 2012 Trust FBO Andrew L. Nordstrom	96,394	51,264	51,264
Leigh E. Nordstrom	125,588	125,588	125,588
Samuel C. Nordstrom	121,396	121,396	121,396
Sara D. Nordstrom	69,806	69,806	69,806
Erik and Julie Nordstrom 2012 Sara D. Nordstrom Trust	47,518	47,518	47,518
Bruce and Jeannie Nordstrom 2010 MFN Trust	24,530	24,530	24,530
Pete and Brandy Nordstrom 2010 MFN Trust	3,403	3,403	3,403
Bruce and Jeannie Nordstrom 2012 CFN Trust	24,530	24,530	24,530
Pete and Brandy Nordstrom 2012 CFN Trust	3,403	3,403	3,403
Pete and Brandy Nordstrom 2012 Children's Trust	192,789	192,789	192,789
Molly <del>A</del> Nordstrom	487,807	377,626	377,626
BWN Trust u/w Blake W. Nordstrom	170,431	170,431	170,431
Mari Mowat Wolf	<del>15,270</del> <u>16,118</u>	<del>15,270</del> <u>16,118</u>	<del>15,270</del> <u>16,118</u>
Kimberly Mowat Bentz	31,446	31,446	31,446
Blake Mowat Bentz 1991 Trust	2,985	2,985	2,985
Kyle Andrew Bentz Trust 1993	2,079	2,079	2,079
LN Medina Family LLC	15,834	15,834	15,834

<sup>1</sup> [\*\*]

<sup>2</sup> [\*\*]

~~<sup>3</sup> [\*\*]~~

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

Nordstrom, Inc.

By: /s/ Ann Munson Steines

Name: Ann Munson Steines

Title: Chief Legal Officer, General Counsel and Corporate Secretary

[\*\*]

Attention: Ann Munson Steines, Chief Legal Officer,  
General Counsel and Corporate Secretary

Email: [\*\*]

with copies (which shall not constitute notice) to:

Sidley Austin LLP  
1001 Page Mill Road Building 1  
Palo Alto, California 94304  
Phone: (650) 565-7000  
Email: dzaba@sidley.com  
Attention: Derek Zaba

and

Sidley Austin LLP  
One South Dearborn  
Chicago, Illinois 60603  
Phone: (312) 853-7000  
Email: ggerstman@sidley.com  
swilliams@sidley.com  
Attention: Gary Gerstman  
Scott R. Williams

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

ERIK B. NORDSTROM

*/s/ Erik B. Nordstrom*

\_\_\_\_\_  
Erik B. Nordstrom

Address: [\*\*]  
Attention: Erik B. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

JULIE A. NORDSTROM

*/s/ Julie A. Nordstrom*

---

Julie A. Nordstrom

Address: [\*\*]  
Attention: Julie A. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

PETER E. NORDSTROM

*/s/ Peter E. Nordstrom*

---

Peter E. Nordstrom

Address: [\*\*]  
Attention: Peter E. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

BRANDY M. NORDSTROM

*/s/ Brandy M. Nordstrom*

\_\_\_\_\_  
Brandy M. Nordstrom

Address: [\*\*]  
Attention: Brandy F. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

JAMES F. NORDSTROM, JR.

*/s/ James F. Nordstrom, Jr.*

James F. Nordstrom, Jr.

Address: [\*\*]

Attention: James F. Nordstrom, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

KATHARINE T. NORDSTROM 2007  
TRUST AGREEMENT

By: /s/ James F. Nordstrom, Jr.

Name: James F. Nordstrom, Jr.

Title: Trustee

Address: [\*\*]

Attention: James F. Nordstrom, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

JULIA K. NORDSTROM 2007  
TRUST AGREEMENT

By: /s/ James F. Nordstrom, Jr.

Name: James F. Nordstrom, Jr.

Title: Trustee

Address: [\*\*]

Attention: James F. Nordstrom, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

AUDREY G. NORDSTROM 2007  
TRUST AGREEMENT

By: /s/ James F. Nordstrom, Jr.

Name: James F. Nordstrom, Jr.

Title: Trustee

Address: [\*\*]

Attention: James F. Nordstrom, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

LISA NORDSTROM

*/s/ Lisa Nordstrom*

---

Lisa Nordstrom

Address: [\*\*]  
Attention: Lisa Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

ANNE E. GITTINGER

*/s/ Anne E. Gittinger*

\_\_\_\_\_  
Anne E. Gittinger

Address:    [\*\*]  
Attention:  Anne E. Gittinger  
Email:      [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail:       Keith.Trammell@wilmerhale.com  
Attention:     Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail:       morganm@ballardspahr.com  
Attention:     Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

1976 ELIZABETH J. NORDSTROM TRUST  
FBO ANNE GITTINGER

By: /s/ Anne E. Gittinger

Name: Anne E. Gittinger

Title: Trustee

Address: [\*\*]

Attention: Anne E. Gittinger

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

ANNE E. GITTINGER TRUST  
U/W EVERETT W. NORDSTROM

By: /s/ Charles W. Riley, Jr.

Name: Charles W. Riley, Jr.

Title: Trustee

Address: [\*\*]

Attention: Charles W. Riley, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

SUSAN E. DUNN

*/s/ Susan E. Dunn*

---

Susan E. Dunn

Address: [\*\*]  
Attention: Susan E. Dunn  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

SUSAN E. DUNN TRUST U/W ELIZABETH J. NORDSTROM

By: /s/ Susan E. Dunn

Name: Susan E. Dunn

Title: Trustee

Address: [\*\*]

Attention: Susan E. Dunn

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

ESTATE OF BRUCE A. NORDSTROM

By: /s/ Margaret Jean O'Roark Nordstrom

Name: Jeannie (Margaret Jean O'Roark) Nordstrom

Title: Co-Executor

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Co-Executor

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Executor

Address: [\*\*]

Attention: Jeannie Nordstrom, Peter E. Nordstrom and Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

1976 BRUCE A. NORDSTROM TRUST  
(AKA 1976 ELIZABETH J. NORDSTROM TRUST  
FBO BRUCE A. NORDSTROM)

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Co-Trustee

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Trustee

Address: [\*\*]

Attention: Peter E. Nordstrom and Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

TRUST A U/W FRANCES W. NORDSTROM

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Co-Trustee

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Trustee

By: /s/ Charles W. Riley, Jr.

Name: Charles W. Riley, Jr.

Title: Co-Trustee

Address: [\*\*]

Attention: Peter E. Nordstrom, Erik B. Nordstrom and Charles W. Riley, Jr.

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

JEANNIE (MARGARET JEAN O'ROARK) NORDSTROM

*/s/ Jeannie (Margaret Jean O'Roark) Nordstrom*

Jeannie (Margaret Jean O'Roark) Nordstrom

Address: [\*\*]  
Attention: Jeannie Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

BRUCE AND JEANNIE NORDSTROM 2010 MFN TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Peter E. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

PETE AND BRANDY NORDSTROM 2010 MFN TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

BRUCE AND JEANNIE NORDSTROM 2012 CFN TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Peter E. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

PETE AND BRANDY NORDSTROM 2012 CFN TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

PETE AND BRANDY NORDSTROM 2012 CHILDREN'S TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

LEIGH E. NORDSTROM

*/s/ Leigh E. Nordstrom*

\_\_\_\_\_  
Leigh E. Nordstrom

Address: [\*\*]  
Attention: Leigh E. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

SAMUEL C. NORDSTROM

*/s/ Samuel C. Nordstrom*

Samuel C. Nordstrom

Address: [\*\*]  
Attention: Samuel C. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

SARA D. NORDSTROM

*/s/ Sara D. Nordstrom*

\_\_\_\_\_  
Sara D. Nordstrom

Address: [\*\*]  
Attention: Sara D. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

ERIK AND JULIE NORDSTROM 2012  
SARA D. NORDSTROM TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Peter E. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

LN 1989 TRUST JWN

By: /s/ Linda Nordstrom

Name: Linda Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Linda Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

LN HOLDINGS JWN L.L.C.

By: /s/ Kimberly Mowat Bentz

Name: Kimberly Mowat Bentz

Title: Manager

Address: [\*\*]

Attention: Kimberly Mowat Bentz

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

LN HOLDINGS JWN II LLC

By: /s/ Kimberly Mowat Bentz

Name: Kimberly Mowat Bentz

Title: Manager

Address: [\*\*]

Attention: Kimberly Mowat Bentz

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

LN MEDINA FAMILY LLC

By: /s/ Kimberly Mowat Bentz

Name: Kimberly Mowat Bentz

Title: Manager

Address: [\*\*]

Attention: Kimberly Mowat Bentz

Email: [\*\*]

with copies (which shall not constitute notice) to:

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New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

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Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

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

ALEXANDRA F. NORDSTROM

*/s/ Alexandra F. Nordstrom*

---

Alexandra F. Nordstrom

Address: [\*\*]  
Attention: Alexandra F. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

BLAKE & MOLLY NORDSTROM 2012 TRUST  
FBO ALEXANDRA F. NORDSTROM

By: /s/ Alexandra F. Nordstrom

Name: Alexandra F. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Alexandra F. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

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

ANDREW L. NORDSTROM

*/s/ Andrew L. Nordstrom*

---

Andrew L. Nordstrom

Address: [\*\*]  
Attention: Andrew L. Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

BLAKE AND MOLLY NORDSTROM 2012 TRUST  
FBO ANDREW L NORDSTROM

By: /s/ Andrew L. Nordstrom

Name: Andrew L. Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Andrew L. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]

---

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

MOLLY NORDSTROM

*/s/ Molly Nordstrom*

\_\_\_\_\_  
Molly Nordstrom

Address: [\*\*]  
Attention: Molly Nordstrom  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

BWN TRUST U/W BLAKE W. NORDSTROM

By: /s/ Molly Nordstrom

Name: Molly Nordstrom

Title: Trustee

Address: [\*\*]

Attention: Molly Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

---

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

MARI MOWAT WOLF

*/s/ Mari Mowat Wolf*

\_\_\_\_\_  
Mari Mowat Wolf

Address: [\*\*]  
Attention: Mari Mowat Wolf  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover; Voting and Support Agreement (Family Group)]*

---

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

KIMBERLY MOWAT BENTZ

*/s/ Kimberly Mowat Bentz*

---

Kimberly Mowat Bentz

Address: [\*\*]  
Attention: Kimberly Mowat Bentz  
Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
E-mail: Keith.Trammell@wilmerhale.com  
Attention: Keith Trammell

and

Ballard Spahr  
1420 Fifth Avenue, Suite 4200  
Seattle, WA 98101  
E-mail: morganm@ballardspahr.com  
Attention: Michael E. Morgan

*[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]*

---

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

BLAKE MOWAT BENTZ 1991 TRUST

By: /s/ Kimberly Mowat Bentz

Name: Kimberly Mowat Bentz

Title: Trustee

Address: [\*\*]

Attention: Kimberly Mowat Bentz

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

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1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

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

KYLE ANDREW BENTZ TRUST 1993

By: /s/ Kimberly Mowat Bentz

Name: Kimberly Mowat Bentz

Title: Trustee

Address: [\*\*]

Attention: Kimberly Mowat Bentz

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Ballard Spahr

1420 Fifth Avenue, Suite 4200

Seattle, WA 98101

E-mail: morganm@ballardspahr.com

Attention: Michael E. Morgan

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Solely with respect to Sections 1, 11 and 14 through 23 of the Rollover and Support Agreement (as amended by the Amendment):

NORDSTROM HOLDINGS, INC.

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Chief Executive Officer

Address: [\*\*]

Attention: Erik B. Nordstrom

Email: [\*\*]

with copies (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale & Dorr LLP

7 World Trade Center

250 Greenwich Street

New York, NY 10007

E-mail: Keith.Trammell@wilmerhale.com

Attention: Keith Trammell

and

Simpson Thacher & Bartlett LLP

425 Lexington Avenue

New York, NY 10017

E-mail: ben.schaye@stblaw.com

jmendez@stblaw.com

Attention: Benjamin P. Schaye

Juan F. Méndez

[Signature Page to Amendment No. 1 to Rollover, Voting and Support Agreement (Family Group)]

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**Nordstrom Announces Completion of Acquisition by Nordstrom Family and Liverpool**

**SEATTLE, May 20, 2025** – Nordstrom, Inc. (the “Company”) today announced that Erik, Pete, Jamie Nordstrom and other members of the Nordstrom family and El Puerto de Liverpool, S.A.B. de C.V. (“Liverpool”) (BMV: LIVEPOL) have completed their all-cash acquisition of Nordstrom for \$24.25 per share. Shareholders of the Company will also be paid cash dividends of \$0.25 per share and \$0.1462 per share, reflecting the special cash dividend and a “stub period” quarterly dividend.

With the completion of the transaction, Erik and Pete Nordstrom will lead the Company as Co-CEOs. Nordstrom common stock will cease trading prior to the opening of the New York Stock Exchange (“NYSE”) on May 21, 2025 and will be delisted from the NYSE as of May 21, 2025.

“The completion of this transaction is an important milestone in our nearly 125-year history,” said Erik Nordstrom, co-CEO of Nordstrom. “As we embark on this new chapter, we remain focused on what matters most: providing outstanding service, offering the best merchandise, and ultimately, helping our customers feel good and look their best. We’re grateful to our teams for their hard work on behalf of our business and our customers, and we look forward to building on Nordstrom’s strong foundation to reach even greater heights.”

“Since our founding, Nordstrom’s commitment to our customers has been at the heart of everything we do,” said Pete Nordstrom, co-CEO of Nordstrom. “We’re excited to enter this next phase of the Company’s evolution with the many customers and employees who have been an instrumental part of our story.”

**Advisors**

Morgan Stanley & Co. LLC and Centerview Partners LLC acted as financial advisors to the special committee of the Nordstrom board of directors, and Sidley Austin LLP and Perkins Coie LLP acted as legal counsel to the special committee.

Moelis & Company LLC acted as financial advisor and Wilmer Cutler Pickering Hale and Dorr LLP, Lane Powell PC and Davis Wright Tremaine LLP acted as legal counsel to the Nordstrom Family.

J.P. Morgan Securities LLC acted as financial advisor and Simpson Thacher & Bartlett LLP and Galicia Abogados, S.C. acted as legal counsel to Liverpool.

**About Nordstrom**

At Nordstrom, Inc., we exist to help our customers feel good and look their best. Since starting as a shoe store in 1901, how to best serve customers has been at the center of every decision we make. This heritage of service is the foundation we’re building on as we provide convenience and true connection for our customers. Our interconnected model enables us to serve customers when, where and how they want to shop – whether that’s in-store at more than 350 Nordstrom, Nordstrom Local and Nordstrom Rack locations or digitally through our [Nordstrom](#) and [Rack](#) apps and websites. Through it all, we remain committed to [leaving the world better](#) than we found it.

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## **About El Puerto De Liverpool**

El Puerto de Liverpool is a Mexican omnichannel retailer with a leading presence in department stores and a robust e-commerce platform. It operates across Mexico with 310 stores under the Liverpool and Suburbia banners, 119 specialized boutiques, as well as 29 shopping centers. The Company is also one of the leading credit card issuers in the country with more than 7.6 million credit card holders, accounting for 47% of its sales transactions. For 176 years, it has offered a comprehensive selection of high-quality products and services—from the latest in fashion for the entire family to expert advice on interior design, food and beverages, housewares, technology, and much more.

Liverpool is recognized as one of the best places to work in Mexico, employing more than 78,000 workers nationwide. The company is committed to operating with efficiency, growth, innovation, prestige, exceptional service, profitability, and adaptability to specific markets, all while fostering a strong sense of social responsibility towards the world around it.

### **MEDIA CONTACT:**

Grace Stearns  
Nordstrom, Inc.  
[NordstromPR@Nordstrom.com](mailto:NordstromPR@Nordstrom.com)

Adam Pollack / Tim Ragonis  
Joele Frank, Wilkinson Brimmer Katcher  
(212) 355-4449

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