
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) January 20, 2010

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
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

1617 SIXTH AVENUE, SEATTLE, WASHINGTON 98101
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

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:

- 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))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 20, 2010, Nordstrom Credit Card Receivables II LLC (“NCCR II” a wholly owned bankruptcy remote subsidiary of Nordstrom Credit Inc., which is a wholly owned subsidiary of Nordstrom, Inc.), Nordstrom fsb, Nordstrom Credit, Inc. and the purchasers thereto entered into Amendment No. 1 (the “Amendment”) to the Note Purchase Agreement dated as of November 13, 2009 (the “Note Purchase Agreement”). Pursuant to the Note Purchase Agreement, NCCR II maintains a \$300 million Class A Variable Funding note (“2007-A VFN”) issued to an Asset Backed Commercial Paper Conduit, as purchaser, with a facility amount of \$300 million. NCCR II is permitted to borrow up to the facility amount, provided that certain conditions for borrowing are met, upon two days’ notice.

Under the original terms of the Note Purchase Agreement, the commitment to provide funds under the 2007-A VFN was to expire on November 11, 2010. As a result of the Amendment, this commitment will expire on January 11, 2011. The commitment can be renewed subject to the agreement of the parties to the Note Purchase Agreement.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

Exhibit Number	Description
4.1	First Amendment to the Note Purchase Agreement dated November 13, 2009, by and between Nordstrom Credit Card Receivables II LLC, Nordstrom fsb, Nordstrom Credit, Inc., Falcon Asset Securitization Company, LLC and J.P. Morgan Chase Bank, N.A., dated January 20, 2010.

SIGNATURE

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.

By: /s/ Robert B. Sari

Robert B. Sari
Executive Vice President,
General Counsel and Corporate Secretary

Dated: January 21, 2010

**AMENDMENT NO. 1
TO THE NOTE PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO THE NOTE PURCHASE AGREEMENT, dated as of January 20, 2010 (this "Amendment"), is entered into among NORDSTROM CREDIT CARD RECEIVABLES II LLC, as transferor (the "Transferor"), NORDSTROM FSB, as servicer (the "Servicer"), NORDSTROM CREDIT, INC. ("NCI"), THE CONDUIT PURCHASERS PARTY HERETO, as conduit purchasers (the "Conduit Purchasers") THE COMMITTED PURCHASERS PARTY HERETO, as committed purchasers (the "Committed Purchasers"), THE AGENTS PARTY HERETO, as agents for their respective Purchaser Groups and related Purchasers (the "Agents"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (together with any successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Transferor, the Servicer, NCI, the Conduit Purchasers, the Committed Purchasers, the Agents and the Administrative Agent are all the parties to that certain Note Purchase Agreement dated as of November 13, 2009, (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"); and

WHEREAS, the parties hereto have agreed to amend the Note Purchase Agreement on the terms and conditions hereinafter set forth in accordance with its respective amendment provisions.

NOW, THEREFORE, in consideration of the agreements herein contained, and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used but not otherwise defined herein are used as defined in the Note Purchase Agreement, or, if not defined therein, in the Transfer and Servicing Agreement.

SECTION 2. Amendment of Section 1.01 of the Note Purchase Agreement. The definition of "Purchase Expiration Date" is hereby amended by replacing the date "November 11, 2010" in clause (i) thereof with the date "January 11, 2011".

SECTION 3 Effectiveness. This Amendment shall become effective as of the date of execution of this Amendment.

SECTION 4 Continuing Effect of the Note Purchase Agreement. As amended hereby, the Note Purchase Agreement is, in all respects, ratified and confirmed and the Note Purchase Agreement, as so amended or supplemented by this Amendment, shall be read, taken and construed as one and the same instrument. This Amendment shall not constitute an amendment of any provision of the Note Purchase Agreement not

expressly referred to herein and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

SECTION 5 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW) AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

SECTION 6 Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7 Headings. The Section headings in this Amendment are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Amendment or any provision hereof.

SECTION 8 Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 9 Representation and Warranty. Each of the parties hereto represents and warrants that this Amendment has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws now or hereafter in effect affecting the enforcement of creditors' rights in general and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NORDSTROM CREDIT CARD
RECEIVABLES II LLC,
as Transferor

By: /s/ Marc A. Anacker
Name: Marc A. Anacker
Title: Treasurer

NORDSTROM FSB,
as Servicer

By: /s/ David Loretta
Name: David Loretta
Title: President

NORDSTROM CREDIT, INC.,

By: /s/ Marc A. Anacker
Name: Marc A. Anacker
Title: Assistant Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

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

Signature Page to Amendment No. 1 to Note Purchase Agreement

JPMorgan Chase Purchaser Group:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: /s/ Scott Cornelis

Name: Scott Cornelis
Title: Vice President

FALCON ASSET SECURITIZATION COMPANY LLC,
as Conduit Purchaser

By: JPMORGAN CHASE BANK, N.A.,
as its attorney-in-fact

By: /s/ Scott Cornelis

Name: Scott Cornelis
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as a Committed Purchaser

Purchaser Percentage: 33 $\frac{1}{3}$ %

By: /s/ Scott Cornelis

Name: Scott Cornelis
Title: Vice President

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RBS Purchaser Group:

THE ROYAL BANK OF SCOTLAND PLC,
as Agent

By: RBS SECURITIES INC., as agent

By: /s/ Adnan Bhanpuri

Name: Adnan Bhanpuri

Title: Vice President

AMSTERDAM FUNDING CORPORATION,
as Conduit Purchaser

By: /s/ Jill A. Russo

Name: Jill A. Russo

Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC,
as Committed Purchaser

Purchaser Percentage: 33 $\frac{1}{3}$ %

By: RBS SECURITIES INC., as agent

By: /s/ Adnan Bhanpuri

Name: Adnan Bhanpuri

Title: Vice President

Signature Page to Amendment No. 1 to Note Purchase Agreement

BofA Purchaser Group:

BANK OF AMERICA, N.A.,
as Agent

By: /s/ Steven Maysonet

Name: Steven Maysonet
Title: Vice President

ENTERPRISE FUNDING COMPANY LLC,
as Conduit Purchaser

By: /s/ Kevin P. Burns

Name: Kevin P. Burns
Title: Vice President

BANK OF AMERICA, N.A.,
as Committed Purchaser

Purchaser Percentage: 33 $\frac{1}{3}$ %

By: /s/ Steven Maysonet

Name: Steven Maysonet
Title: Vice President

Signature Page to Amendment No. 1 to Note Purchase Agreement