

**THOMAS R. RAINES**  
**ATTORNEY AT LAW, LLC**  
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**(312) 750-1166 · (312) 750-1164**

November 30, 2022

Mr. Kelley Foxx  
Maplebear, Inc. dba Instacart  
50 Beale Street, Suite 600  
San Francisco, CA 94105

I am pleased that you have asked us to serve as your counsel. I submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, please call me.

1. Client and Scope of Representation. Our client will be Maplebear, Inc., a Delaware corporation (hereinafter the “Client”). Client is seeking to permit a new grocery storage warehouse and Nano-Fulfillment Center (permit number 100986504) at the property located at 1419 W. Carroll Avenue in Chicago, Illinois (the “Subject Property”) (the “Permit”). Client hereby engages this office to advise it in expediting and obtaining a satisfactory Zoning Opinion letter to allow for a City of Chicago building permit for the proposed adaptive reuse at the existing building on the Subject Property (the “Building Permit” or “Project”). The scope of our services under this engagement will consist of coordinating with the City of Chicago Department of Planning and Development (Zoning) to address the outstanding Zoning corrections/comments in the building permit review process in a timely manner. The scope under this engagement does not include the filing

of any Zoning Amendment or Zoning Board of Appeals cases. However this engagement does include, if needed, Administrative Relief processed through the Dept. of Planning & Development – Zoning Ordinance Administration. We will advise the Client in connection with, and the scope of our engagement and duties to Client shall relate to the Project. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by both of us.

2. Term of Engagement. Our representation shall terminate upon the issuance of the Building Permit. Client may terminate our representation for any reason at its sole discretion. In the event Client wishes to terminate our representation, Client shall not be responsible for any payments for services not yet rendered, however, all fees already paid shall be considered earned and nonrefundable. Upon such termination please advise me if you wish to have any documents delivered to you, otherwise, all such documents will be stored here or transferred to my records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by this office.

You are engaging us to provide services in connection with specific matters. After completion of each matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the conclusion of each matter, we will not assume a continuing obligation to advise you with respect to future legal developments that might affect an earlier conclusion or advice given in connection with such matter.

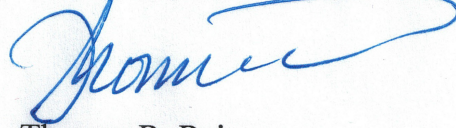
3. Fees and Expenses. Our compensation for the entire Project will be on a flat fee structure of \$10,000.00, with 50% payable upon execution of this agreement and the

remaining 50% payable upon the City of Chicago Department of Planning and Development (Zoning) approving its reviews of the Permit to the Client.

The filing/application fees associated with the Building Permit opinion letter or any other fees associated with this matter are not included in the above quoted fee and will be the responsibility of the Client.

Once again, we are pleased to have this opportunity to work with you. If you have any questions or comments during the course of my representation, please call me at (312) 750-1166 office or (312) 718-0687 cell.

Very truly yours,



Thomas R. Raines

AGREED TO AND ACCEPTED:

MAPLEBEAR, INC.



By: Greg Jung  
Deputy General  
Counsel

Dated: 11 / 30 / 2022

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## Document History



**11 / 30 / 2022**  
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**11 / 30 / 2022**  
19:45:26 UTC

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**11 / 30 / 2022**  
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The document has been completed.