

**THOMAS R. RAINES**  
**ATTORNEY AT LAW, LLC**  
**20 N. WACKER DRIVE · SUITE 556**  
**CHICAGO, ILLINOIS 60606**  
**(312) 750-1166 · (312) 750-1164**

December 9, 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 or amend certain permits for grocery storage warehouses and Nano-Fulfillment Centers in Chicago, Illinois (collectively the “Permits”). Client hereby engages this office to advise it in expediting and obtaining a satisfactory Zoning Opinion letters to allow for City of Chicago Permits (the “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 Zoning corrections/comments in the building permit review process in a timely manner and the City of Chicago Department of Buildings for inspection related issues and possible relief from certain code requirements. 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 be for a period of six (6) months, however, Client may terminate our representation for any reason at its sole discretion at any time. 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.

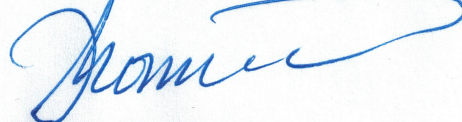
You are engaging us to provide services in connection with specific matters. After completion of each matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the conclusion of each matter, we 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 Project will be on a flat monthly fee structure of \$7,500.00 payable on the 15<sup>th</sup> day of each month, beginning on December 15, 2022.

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.



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By: Greg Jung

Dated: Sr. Director & Deputy General Counsel