

## **TOLLING AGREEMENT**

This tolling agreement (“Agreement”) is entered into by and between Maplear, Inc. (doing business as Instacart), a Delaware corporation, on behalf of itself, its subsidiaries, successors and assigns, and each of them, if any (hereinafter referred to individually and collectively as “CLAIMANT”), the City and County of San Francisco, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, and officers (hereinafter referred to individually and collectively as “CITY”), hereinafter each referred to as a “Party” and collectively as the “Parties.”

### **I. Tolling Provision.**

The statute of limitations for CLAIMANT to file an action in San Francisco Superior Court for a refund of CLAIMANT’s payment of payroll expense tax, gross receipts tax, homelessness gross receipts tax, and business registration fees, and related penalties, interest, and fees, under San Francisco Business and Tax Regulations Code Articles 6, 12, 12-A-1, and 28 and Former Article 12-A for the tax years, amounts, and on the grounds set forth in CLAIMANT’s claims for refund filed on February 28, 2023, San Francisco Claim Numbers 23-01512 to 23-01517 and 23-01520 to 23-01523, attached hereto as Exhibit A, is hereby extended to and including December 2, 2024.

### **II. Modification.**

This Agreement can be extended or otherwise modified only in writing signed by the Parties.

### **III. Sole Purpose of the Agreement; No Effect on Liability.**

Except as specifically stated in this Agreement, this Agreement shall in no way affect, waive, or limit any rights, claims, or defenses of any of the Parties to this Agreement, other than the statute of limitations as described above, if any. This Agreement shall not be deemed to constitute an admission of any liability by any of the Parties. This Agreement cannot be introduced into evidence in any action in court, arbitration, or mediation, except to enforce its terms.

### **IV. Applicability.**

This Agreement shall bind and benefit each of the Parties and their respective predecessors, successors, and assigns, as applicable.

### **V. Governing Law.**

This Agreement shall be governed by and interpreted pursuant to the law of the State of California without regard to California’s choice of law provisions.

### **VI. Severability of Provisions.**

If any provision of this Agreement is found to be unenforceable or unlawful, the remaining provisions of this Agreement shall remain fully effective and enforceable.

### **VII. Counterparts.**

This Agreement may be signed in counterparts and each signed counterpart shall be deemed an original document, but all of which together shall constitute one and the same instrument.

**VIII. Entire Agreement.**

This Agreement shall constitute the entire understanding between the Parties concerning the subject matter of this Agreement. This Agreement is the entire agreement of all who are bound by it with respect to the matters addressed herein.

**IX. Understanding and Interpretation.**

Each Party or other person bound by this Agreement has read and understood this Agreement and so warrants. Each Party or other person bound by this Agreement has received independent legal advice about the advisability of signing this Agreement. All Parties to this Agreement agree that the rule of construction of contracts that ambiguities shall be resolved against the drafter shall not be used or applied in interpretation of any provision of this Agreement. Headings in this Agreement are inserted for convenience only and shall not constitute part hereof for any purpose whatever.

**X. Binding Agreement.**

Each person signing this Agreement warrants that he or she has authority to bind the entity on whose behalf he or she signs. This Agreement shall be binding upon and inure to the benefit of each Party signing it and their respective successors, assigns, and legal representatives.


**XI. Required Approval.**

CLAIMANT acknowledges that this Agreement is contingent upon the approval of the Board of Supervisors by resolution. This Agreement shall not be effective or binding as against either Party unless and until such approval has been obtained.

**XII. Termination.**

Neither Party shall have the right to terminate this Agreement. Notwithstanding, to the extent this Agreement is terminated for any reason, the extension of the statute of limitations in paragraph 1 of this Agreement shall survive any termination of this Agreement and remain in full force and effect.

Dated: May 22, 2024

MAPLEBEAR, INC.  
By:   
Claimant

Name: Mike Wittig  
Title: VP, Tax

CITY AND COUNTY OF SAN FRANCISCO  
DAVID CHIU, CITY ATTORNEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Meré  
Chief Deputy City Attorney

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MAPLEBEAR, INC.

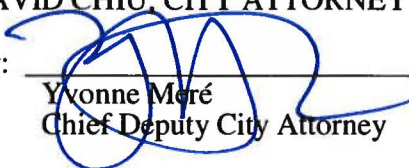
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Claimant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO  
DAVID CHIU, CITY ATTORNEY

Dated: 5.22.2024

By:  \_\_\_\_\_  
Yvonne Moré  
Chief Deputy City Attorney

**Exhibit A - REDACTED**