

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Symbotic Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

87151X101

(CUSIP Number)

Gordon Y. Allison
Senior Vice President and Chief Counsel, Finance and Corporate Governance
Walmart Inc.
702 Southwest 8th Street
Bentonville, AR 72716
(479) 273-4000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communication)

June 7, 2022

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* Rule 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Walmart Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (See Instructions) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 58,756,942(1)	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 58,756,942(1)	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 58,756,942(1)		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>		

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 62.2%(2)
14	TYPE OF REPORTING PERSON (See Instructions) CO

1 Includes (i) 15,000,000 shares of Class A Common Stock, par value \$0.0001 per share (“Class A Common Stock”) owned by the Reporting Person and (ii) 43,756,942 shares of Class A Common Stock that may be acquired by the Reporting Person upon the exchange of 43,756,942 common units (“OpCo Units”) in Symbotic Holdings LLC, a wholly-owned subsidiary of the Issuer. Incident to its ownership of OpCo Units, the Reporting Person also owns 43,756,942 shares of the Issuer’s Class V-1 common stock, par value \$0.0001 (“Class V-1 Common Stock”), which carry one vote per share but confer no economic interest in the Issuer. Upon an exchange of OpCo Units for Class A Common Stock, an equal number of shares Class V-1 Common Stock would be cancelled.

2 The percentage used herein and in the rest of this Schedule 13D is calculated based upon 50,664,146 shares of the Issuer’s Class A Common Stock outstanding as of June 7, 2022, as disclosed in the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission on June 13, 2022, and after giving effect to the exchange of all 43,756,942 OpCo Units held by the Reporting Person into an equal number of shares of Class A Common Stock. On a fully diluted basis (including all of the outstanding shares of the Issuer’s Class A Common Stock, the 60,844,573 outstanding shares of Class V-1 Common Stock and the 416,933,025 outstanding shares of the Issuer’s Class V-3 common stock, par value \$0.0001 per share (“Class V-3 Common Stock”)), the Reporting Person beneficially owns approximately 11.1% of the Issuer’s total common stock outstanding, and approximately 4.3% of the aggregate voting power of the Issuer’s securities.

Item 1. Security and Issuer

This statement on Schedule 13D relates to the Class A common stock, \$0.0001 par value per share (the “Class A Common Stock”), of Symbotic Inc. (the “Issuer”). The address of the principal executive offices of the Issuer is 200 Research Drive, Wilmington, Massachusetts, 01887.

Item 2. Identity and Background.

This Schedule 13D is being filed by Walmart Inc. (the “Reporting Person”). The principal business address of the Reporting Person is 702 Southwest 8th Street, Bentonville, AR 72716. The principal business of the Reporting Person is the global operation of retail, wholesale and other stores, as well as eCommerce, throughout the U.S., Africa, Canada, Central America, Chile, China, India and Mexico. The Reporting Person is a corporation organized under the laws of the State of Delaware.

Schedule I attached hereto lists the executive officers and directors of the Reporting Person (the “Related Parties”) and their respective principal occupation, address and citizenship.

During the last five years, the Reporting Person has not, and, to the Reporting Person’s knowledge, none of the Related Parties has, (i) been convicted in a criminal proceeding of the type specified in Item 2(d) of Schedule 13D, or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

The Reporting Person has had a commercial relationship with Warehouse Technologies LLC (“Warehouse”), the entity with which the Issuer completed a business combination as described below, and its affiliates since 2015. The Reporting Person is party to a Master Automation Agreement with Warehouse (as amended and restated, the “MAA”), which was entered into in 2017, amended and restated in 2019, amended again in 2021, and amended and restated in 2022.

In connection with its commercial relationship with Warehouse, and prior to the transactions described below, the Reporting Person has over time entered into various agreements with Warehouse pursuant to which the Reporting Person received warrants to purchase units of Warehouse, with the exercisability of such warrants contingent on the satisfaction of certain commercial conditions.

On December 12, 2021, the Reporting Person entered into an Investment and Subscription Agreement (the “Investment and Subscription Agreement”) with Warehouse. Pursuant to such agreement, and in connection with the amendment and restatement of the MAA on May 20, 2022, the Reporting Person exercised its warrants to purchase 267,281 units of Warehouse, or 3.7% of the total outstanding units of Warehouse as calculated following the exercise of the warrant and issuance of units thereunder, at an aggregate purchase price of \$103,980,327, which the Reporting Person funded with working capital. Warehouse also issued to the Reporting Person a new warrant to purchase 258,972 units of Warehouse, or 3.5% of the total outstanding units of Warehouse as calculated on a pro forma basis at the time of the issuance of the warrant, subject to customary adjustments, at an exercise price of \$614.34 per unit.

On December 12, 2021, Warehouse and Symbotic Holdings LLC (“Symbotic Holdings”), a wholly-owned subsidiary of Warehouse, entered into that certain Agreement and Plan of Merger (the “Merger Agreement”) with SVF Investment Corp. 3 (“SVF 3”) and Saturn Acquisition (DE) Corp (“Merger Sub”), a wholly owned subsidiary of SVF 3. Pursuant to the Merger Agreement, on June 7, 2022, as described in more detail in the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission (“SEC”) on June 13, 2022, (i) Warehouse merged with and into Symbotic Holdings (the “Company Reorganization”), with Symbotic Holdings surviving the merger (“Interim Symbotic”) and (ii) immediately thereafter, Merger Sub merged with and into Interim Symbotic (the “Merger”), with Interim Symbotic surviving the merger as a subsidiary of the Issuer (“OpCo”). Simultaneously with the Business Combination, SVF 3 changed its corporate name to “Symbotic Inc.” (as referred to herein as the “Issuer”). In addition, at the effective time of the Merger, OpCo entered into its Second Amended and Restated Limited Liability Company Agreement (the “Second A&R LLC Agreement”), which, among other things, provided that the Issuer is the managing member of OpCo in an “Up-C” structure.

Pursuant to the Merger Agreement, in the Company Reorganization, the Reporting Person’s 714,022 units of Warehouse were converted into the right to receive 43,756,942 common units of Interim Symbotic, and in the Merger, such units of Interim Symbotic were converted into the right to receive 43,756,942 common units of OpCo (“OpCo Units”) and an equal number of shares of the Issuer’s Class V-1 common stock, par value \$0.0001 per share (“Class V-1 Common Stock”) as well as the contingent right to receive certain earnout interests, as set forth in the Merger Agreement. Holders of OpCo Units have the right to cause OpCo to redeem all or a portion of their OpCo Units, which may be settled for, at the Issuer’s election, (i) one share of Class A Common Stock of the Issuer, subject to conversion rate adjustments for stock splits, stock dividends and reclassification, or (ii) an equivalent amount of cash. Upon any such redemption, a number of the holder’s shares of Class V-1 Common Stock equal to the

number of OpCo Units redeemed would be canceled. The Reporting Person is also entitled to receive additional future consideration with respect to the Merger in the form of amounts payable under the Tax Receivable Agreement as described in Item 4 below.

In addition, on December 12, 2021, the Reporting Person entered into a Subscription Agreement (the “PIPE Subscription Agreement”) with SVF 3 and Symbotic Holdings, pursuant to which the Reporting Person subscribed for an aggregate amount of 15,000,000 shares of Class A Common Stock of the Issuer at a purchase price of \$10.00 per share (the “PIPE Investment”). The settlement of the PIPE Investment occurred on June 7, 2022, immediately prior to the closing of the Merger. The source of the consideration paid by the Reporting Person for the shares of Common Stock purchased in the PIPE Investment was working capital.

In addition, in connection with the Company Reorganization and the Merger, the Reporting Person’s outstanding warrant to purchase 258,972 units of Warehouse was canceled and exchanged for a warrant (the “Warrant”), which allows the Reporting Person to acquire 15,870,411 OpCo Units (subject to dilution and customary adjustments) upon satisfaction of certain vesting conditions, at an exercise price of \$10.00 per OpCo Unit.

Item 4. Purpose of Transaction

The material in Item 3 is incorporated by reference herein.

Board Observer Right

Pursuant to the Investment and Subscription Agreement and as a result of the warrant exercise, subject to the Reporting Person continuing to hold, after the closing of the Merger, 42,902,037 shares of Class A Common Stock or equity interests convertible or exchangeable into shares of Class A Common Stock (which number shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combinations, exchanges of shares or other like change or transaction with respect), the Reporting Person will have the right to designate a Walmart employee of a certain seniority level to attend all meetings of the Issuer’s Board of Directors in a nonvoting observer capacity, except in certain circumstances, including where such observer’s attendance may be inconsistent with the directors’ fiduciary duties to the Issuer or where such meetings may involve attorney-client privileged information, a conflict of interest between the Issuer and the Reporting Person or information that the Issuer determines is competitively or commercially sensitive.

Standstill

Additionally, pursuant to the Investment and Subscription Agreement and subject to certain exceptions described therein, the Reporting Person is subject to a standstill agreement that limits its ability to pursue certain transactions with respect to the Issuer, including to:

- (i) acquire additional voting securities of the Issuer (or derivatives thereof);
- (ii) deposit any voting securities of the Issuer into a voting trust or voting arrangement or agreement;
- (iii) initiate or propose any merger, consolidation, business combination, tender or exchange offer, purchase of the Issuer's assets or businesses or similar transaction, or any recapitalization, restructuring, liquidation or other extraordinary transaction;
- (iv) directly or indirectly, encourage or support a tender, exchange or other offer or proposal by any other Person in respect of the Issuer's assets or businesses;
- (v) initiate, propose or in any way participate in, directly or indirectly, any stockholder proposal or make, or in any way participate in, directly or indirectly, any "solicitation" of "proxies" (as such terms are used in the rules of the SEC) to vote, or seek to advise or influence any Person with respect to the voting of, any voting securities of the Issuer, or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Securities and Exchange Act of 1934, as amended (the "Exchange Act")) with respect to any voting securities of the Issuer;
- (vi) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Exchange Act) with respect to any voting securities of the Issuer, or any of the foregoing activities;
- (vii) call or seek to call any special meeting of stockholders of the Issuer;
- (viii) propose, or agree to, or enter into any discussions, negotiations or arrangements with, or provide any confidential information to, any third party with respect to any of the foregoing; or
- (ix) assist, advise or encourage any Person with respect to, or seek to do, any of the foregoing.

The foregoing standstill restrictions will be in effect until the earlier of (i) December 12, 2025 and (ii) the later of (a) the date on which the Reporting Person owns less than 5% of the fully diluted equity interests of the Issuer and (b) the date that is six months after the Reporting Person no longer has the board observer rights described above.

Lock-Up

Pursuant to the Investment and Subscription Agreement, the Reporting Person also agreed not to transfer (except to an affiliated entity), without the consent of the Issuer, any equity securities in the Issuer that are beneficially owned by the Reporting Person until the earlier of (a) 180 days after the date of the Merger closing and (b) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of publicly traded common stock for cash, securities or other property.

Change of Control Notice Rights and Exclusivity

Pursuant to the MAA, during the Build Out Phase (as defined in the MAA) the Issuer has agreed to provide the Reporting Person with written notice in the event that the Issuer, or, to the knowledge of certain key employees of the Issuer, Richard B. Cohen or any member of the Cohen Group (as defined in the MAA) (i) determines to explore strategic alternatives that would reasonably be expected to result in a Substantial Sale of Interests or a Change of Control of the Issuer (each as defined in the MAA), or (ii) receives a *bona fide* written offer or proposal from a third party for a Change of Control or Substantial Sale of Interests. The Reporting Person has also entered into a Side Letter Agreement (the "Side Letter") with Richard B. Cohen, pursuant to which Mr. Cohen has also agreed to directly provide notice to the Reporting Person in the case of either of the events listed in (i) and (ii) above.

In addition, under the MAA and the Side Letter, during the Build Out Phase, to the extent not in conflict with or breach or violation of applicable law (including fiduciary duties), without having provided a certain period of prior notice to the Reporting Person, none of the Issuer, Mr. Cohen or the Cohen Group will (x) enter into a definitive agreement that would reasonably be expected by the Issuer or Mr. Cohen, as applicable, to result in a Substantial Sale of Interests or a Change of Control of the Issuer or (y) otherwise limit its, his or their ability (including through imposition of a break-up fee) to pursue a Substantial Sale of Interests by the Issuer, Cohen or any member of the Cohen Group to the Reporting Person or a Change of Control of the Issuer with the Reporting Person during such period.

Under the Side Letter, during the Build Out Phase, if Cohen or any other member of the Cohen Group, or to the actual knowledge of Cohen, any other current or future owner of Interests, begins a process to explore strategic alternatives that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group or a Change of Control of the Issuer, then Cohen will, in good faith and to the extent not in conflict with or breach or violation of applicable Law (including fiduciary duties), allow Walmart to participate therein on substantially similar terms and conditions applicable to all other third party participants in such process, including with respect to the application of the criteria of inclusion or exclusion in such process. Similarly, under the MAA, during the Build Out Phase, the Issuer has made a corresponding agreement to allow the Reporting Person to participate in a similar process related to the Issuer as described above.

The MAA and Side Letter also provide that during the Build Out Phase, the Issuer and Mr. Cohen will provide the Reporting Person notice of the consummation of a Change of Control of the Issuer or any Substantial Sale of Interests by Cohen or any member of the Cohen group within four business days thereof (with the issuance of a press release or filing of a Form 8-K or Schedule 13D satisfying the notice obligation).

Registration Rights Agreement

On June 7, 2022, in connection with the completion of the Merger and as contemplated by the Merger Agreement, the Issuer, SVF Sponsor III (DE) LLC (the “Sponsor”), the Reporting Person, certain legacy directors of the Issuer, and certain directors, officers and stockholders of the Issuer (collectively, the “Registration Rights Holders”) entered into that certain Amended and Restated Registration Rights Agreement (the “Registration Rights Agreement”). Pursuant to the Registration Rights Agreement, the Issuer has agreed to file a shelf registration statement with respect to the Registrable Securities (as defined in the Registration Rights Agreement) held by the Registration Rights Holders within 45 days of the date of the Registration Rights Agreement. Up to three times in any 12-month period, certain of the Registration Rights Holders may request to sell all or any portion of their Registrable Securities in an underwritten offering that is registered pursuant to the shelf registration statement, so long as the total offering price is reasonably expected to exceed \$25,000,000. The Registration Rights Agreement also provides for customary “demand” and “piggyback” registration rights. The Registration Rights Agreement provides that the Issuer will pay certain expenses relating to such registrations and indemnify the equityholders party thereto against certain liabilities.

Further, the Reporting Person, along with certain other equityholders of the Issuer, agrees that it will not transfer any OpCo Units (or shares of Class A Common Stock received in exchange therefor) for 180 days after the closing date of the Merger, subject in each case to exceptions set out in the Registration Rights Agreement. Notwithstanding this provision, the equityholders of the Issuer and their respective permitted transferees may make transfers during the lock-up period: (i) to the Issuer’s or Symbotic Holdings’ officers or directors, any affiliate or family member of any of the Issuer’s Symbotic Holdings’ officers or directors; (ii) in the case of an individual, by gift to a member of the individual’s immediate family or to a trust, the beneficiary of which is a member of the individual’s immediate family, an affiliate of such person or to a charitable organization; (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order; or (v) if otherwise permitted under the Second A&R LLC Agreement; provided, however, that in the case of clauses (i) through (v), any such permitted transferees must enter into a written agreement agreeing to be bound by the foregoing transfer restrictions.

Tax Receivable Agreement

On June 7, 2022, in connection with the completion of the Merger and as contemplated by the Merger Agreement, the Issuer, OpCo and each of the members of OpCo (the “TRA Holders”), including the Reporting Person, entered into that certain Tax Receivable Agreement (the “Tax Receivable Agreement”).

Pursuant to the Tax Receivable Agreement, the Issuer will generally be required to pay the TRA Holders 85% of the amount of the cash savings, if any, in U.S. federal and state income tax that the Issuer actually realizes (or are deemed to realize in certain circumstances) in periods after the Closing as a result of (i) the existing tax basis in certain assets of OpCo that is allocable to the relevant OpCo Units, (ii) any step-up in tax basis in OpCo’s assets resulting from (a) certain purchases of OpCo Units, (b) future exchanges of OpCo Units for cash or shares of Class A Common Stock, (c) certain distributions (if any) by Symbotic Holdings and (d) payments under the Tax Receivable Agreement, and (iii) tax benefits related to imputed interest deemed to be paid by the Issuer as a result of payments under the Tax Receivable Agreement. The term of the Tax Receivable Agreement will continue until all such tax benefits have been utilized or expired unless the Issuer exercises its right to terminate the Tax Receivable Agreement for an amount representing the present value of anticipated future tax benefits under the Tax Receivable Agreement or certain other acceleration events occur.

Moreover, the Tax Receivable Agreement provides that, in the event that (i) the Issuer exercises its early termination rights under the Tax Receivable Agreement, (ii) the Issuer experiences certain changes of control (as described in the Tax Receivable Agreement) or (iii) the Issuer breaches any of the Issuer’s material obligations under the Tax Receivable Agreement, the Issuer’s obligations under the Tax Receivable Agreement may accelerate and it could be required to make a lump-sum cash payment to each TRA Holder equal to the present value of all future payments that would have otherwise been made under the Tax Receivable Agreement, which lump-sum payment would be based on certain assumptions, including those relating to the Issuer’s future taxable income.

Payments under the Tax Receivable Agreement will generally be made pro rata among all TRA Holders entitled to payments on an annual basis to the extent the Issuer has sufficient taxable income to utilize the increased depreciation and amortization deductions. The availability of sufficient taxable income to utilize the increased depreciation and amortization expense will not be determined until such time as the financial results for the year in question are known and tax estimates prepared, which typically occurs within 90 days after the end of the applicable calendar year. The Issuer expects to make payments under the Tax Receivable Agreement, to the extent they are required, within 125 days after its federal income tax return is filed for each fiscal year. Interest on such payments will begin to accrue at a rate equal to SOFR plus 100 basis points from the due date (without extensions) of such tax return.

General

The Reporting Person acquired the securities described in this Schedule 13D for investment purposes and intends to review such investment in the Issuer on a continuing basis. Any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; the Issuer's commercial relationship with the Reporting Person; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the terms of the Investment and Subscription Agreement, the Registration Rights Agreement and applicable law, the Reporting Person may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Person may engage in discussions with management, the Board, and stockholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Class A Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board.

Other than as described above, the Reporting Person does not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Person may change its purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer**Item 5(a) and (b):**

The information set forth on the cover page of this Schedule 13D is incorporated herein. The amount of the Issuer's equity securities reported as being beneficially owned by the Reporting Person on the cover page does not include the 15,870,411 OpCo Units underlying the Warrant, as such Warrant has not vested and is not currently exercisable.

Item 5(c):

The information in Items 3 and 4 is incorporated herein. Except as described in Items 3 and 4, the Reporting Persons have not effected any transactions in the Class A Common Stock during the past 60 days.

Item 5(d):

None.

Item 5(e):

Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer

Items 3 and 4 above summarize certain provisions of agreements between the Issuer and the Reporting Person, including the MAA, the Investment and Subscription Agreement, the PIPE Subscription Agreement, the Warrant, the Side Letter, the Registration Rights Agreement and the Tax Receivable Agreement, and such summaries are incorporated herein by reference. The summaries of each such agreement are qualified in their entireties by the text of the applicable agreements, copies of which are attached as exhibits hereto and are incorporated herein by reference.

Except as set forth herein, the Reporting Persons do not have any other contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

Exhibit	Description of Exhibit
99.1	<u>Second Amended and Restated Master Automation Agreement, dated as of May 20, 2022 among Walmart Inc., Symbotic LLC and Warehouse Technologies LLC (incorporated herein by reference to Exhibit 10.32 of SVF Investment Corp. 3's post-effective Amendment No. 1 to Form S-4 Registration Statement, filed with the SEC on May 23, 2022).</u>
99.2	<u>Investment and Subscription Agreement, dated as of December 12, 2021, by and between Warehouse Technologies LLC and Walmart Inc. (incorporated herein by reference to Exhibit 10.33 of SVF Investment Corp. 3's post-effective Amendment No. 1 to Form S-4 Registration Statement, filed with the SEC on May 23, 2022).</u>
99.3	<u>Form of Subscription Agreement, dated December 12, 2021, by and among SVF Investment Corp. 3 and Walmart Inc. (incorporated herein by reference to Exhibit 10.15 of SVF Investment Corp. 3's post-effective Amendment No. 1 to Form S-4 Registration Statement, filed with the SEC on May 23, 2022).</u>
99.4	<u>Warrant to Purchase Common Units, dated as of June 7, 2022, between Symbotic Holdings LLC and Walmart Inc. (incorporated by reference to Exhibit 4.1 to Symbotic Inc.'s Current Report on Form 8-K, filed with the SEC on June 13, 2022).</u>
99.5*++	<u>Side Letter Agreement between Walmart Inc. and Richard B. Cohen, dated December 12, 2021</u>
99.6	<u>Amended and Restated Registration Rights Agreement, dated as of June 7, 2022, by and among Symbotic Inc., SVF Sponsor III (DE) LLC, certain legacy directors of SVF Investment Corp. 3, Walmart Inc. and certain directors, officers and stockholders of Symbotic Inc. (incorporated by reference to Exhibit 10.1 to Symbotic Inc.'s Current Report on Form 8-K, filed with the SEC on June 13, 2022).</u>
99.7	<u>Tax Receivable Agreement, dated as of June 7, 2022, by and among Symbotic Inc., Symbotic Holdings LLC and certain members of Symbotic Holdings LLC (incorporated by reference to Exhibit 10.2 to Symbotic Inc.'s Current Report on Form 8-K, filed with the SEC on June 13, 2022).</u>

* Filed herewith

++ Certain portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission under a confidential treatment request pursuant to Rule 24b-2 of the Securities Exchange Act of 1934.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 17, 2022

WALMART INC.

By:	<u>/s/ Gordon Y. Allison</u>
Name:	<u>Gordon Y. Allison</u>
Title:	<u>Senior Vice President and Chief Counsel, Finance and Corporate Governance</u>

Schedule I

The name, present principal occupation or employment and citizenship of each of the executive officers and directors of Walmart Inc. are set forth below. The business address of each individual is c/o Walmart Inc., 702 Southwest 8th Street, Bentonville, AR 72716.

Name of Executive Officer	Principal Occupation or Employment	Citizenship
Daniel J. Bartlett	Executive Vice President, Corporate Affairs	United States
John David Rainey	Executive Vice President and Chief Financial Officer	United States
Rachel Brand	Executive Vice President, Global Governance, Chief Legal Officer and Corporate Secretary	United States
David M. Chojnowski	Senior Vice President and Controller	United States
John Furner	Executive Vice President, President and Chief Executive Officer, Walmart U.S.	United States
Suresh Kumar	Executive Vice President, Global Chief Technology Officer and Chief Development Officer	United States
Judith McKenna	Executive Vice President, President and Chief Executive Officer, Walmart International	United Kingdom
Kathryn McLay	Executive Vice President, President and Chief Executive Officer, Sam's Club	Australia
C. Douglas McMillon	President and Chief Executive Officer (also a Director)	United States
Donna Morris	Executive Vice President, Global People, and Chief People Officer	United States

Name of Director	Principal Occupation or Employment	Citizenship
Cesar Conde	Chairman of NBCUniversal News Group	United States
Tim Flynn	Retired Chairman and CEO, KPMG	United States
Sarah Friar	CEO, President, and Chairperson of the Board of Nextdoor Holdings, Inc.	United States
Carla Harris	Senior Client Advisor, Morgan Stanley	United States
Tom Horton	Partner, Global Infrastructure Partners; and retired Chairman, American Airlines	United States
Marissa Mayer	Co-founder and CEO, Sunshine Products, Inc.	United States
Greg Penner	General Partner, Madrone Capital Partners (Chairman of the Board of Walmart)	United States
Randall Stephenson	Retired Executive Chair and CEO, AT&T	United States
Rob Walton	Retired Chairman, Walmart	United States
Steuart Walton	Founder and Chair, RZC Investments	United States

*** INDICATES MATERIAL THAT WAS OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT WAS REQUESTED. ALL SUCH OMITTED MATERIAL WAS FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

EXECUTION VERSION

December 12, 2021

Side Letter

Reference is made to (i) that certain Amended and Restated Master Automation Agreement, dated as of January 29, 2019, as amended by Amendment No. 1, dated September 23, 2020, and Amendment No. 2, dated April 30, 2021 (as may be amended or otherwise modified in accordance with its terms, including upon entry of the Second Amended and Restated Master Automation Agreement expected to be entered into by the parties thereto, the “**MAA**”), among Walmart Inc. (“**Walmart**”), Symbotic LLC (“**Symbotic**”) and Warehouse Technologies LLC (“**Warehouse Technologies**”) and (ii) the Investment and Subscription Agreement entered into on December 12, 2021 (as may be amended or otherwise modified in accordance with its terms, the “**Investment Agreement**”), among Walmart and Warehouse Technologies. Capitalized terms not defined in this letter agreement (this “**Letter Agreement**”) shall have the meaning set forth in the MAA.

In connection with, and as a condition to, the execution of the Investment Agreement, and in anticipation of the entry into the Second Amendment and Restated Master Automation Agreement by the parties thereto, Richard B. Cohen (“**Cohen**”) and Walmart hereby agree as follows:

1. (a) For so long as any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies, only during the Build Out Phase, and only to the extent not in conflict with or breach or violation of applicable Law (including fiduciary duties), Cohen shall provide Walmart with a written notice (the “**Notice**”) (with a copy provided concurrently to Symbotic) in the event (i) Cohen or any member of the Cohen Group or (ii) to the actual knowledge of Cohen, any other current or future owner of Interests (a) determines to explore strategic alternatives that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by the Cohen Group or a Change of Control or IPO of Symbotic or a SPAC Transaction; or (b) receives a bona fide written offer or proposal from a Third Party, which written offer or proposal is for a Substantial Sale of Interests or a Change of Control of Symbotic.

(b) During the Build Out Phase and prior to an IPO or a SPAC Transaction, Cohen shall not, and shall cause each member of the Cohen Group not to, (x) enter into a definitive agreement that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group or a Change of Control of Symbotic, (y) take any action reasonably expected by Cohen to result in the filing of a preliminary prospectus with respect to an IPO of Symbotic, without having provided at least *** prior Notice or (z) otherwise limit his or their ability (including through imposition of a break-up fee) to pursue a Substantial Sale of Interests by Cohen or any member of the Cohen Group to Walmart or a Change of Control of Symbotic with Walmart during such *** period.

(c) During the Build Out Phase and following an IPO or a SPAC Transaction, to the extent not in conflict with or breach or violation of applicable Law (including fiduciary duties) Cohen shall not, and shall cause each member of the Cohen Group not to, (x) enter into a definitive agreement that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group or a Change of Control of Symbotic or (y) otherwise limit his or their ability (including through imposition of a break-up fee) to pursue a Substantial Sale of Interests by Cohen or any member of the Cohen Group to Walmart or a Change of Control of Symbotic with Walmart during such [***] period.

(d) Without limiting or negating the Notice provisions set forth in the aforementioned provisions herein, for so long as any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies and only during the Build Out Phase, if Cohen or any other member of the Cohen Group, or to the actual knowledge of Cohen, any other current or future owner of Interests, begins a process to explore strategic alternatives that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group or a Change of Control of Symbotic, then Cohen will, in good faith and to the extent not in conflict with or breach or violation of applicable Law (including fiduciary duties), allow Walmart to participate therein on substantially similar terms and conditions applicable to all other Third Party participants in such process, including with respect to the application of the criteria of inclusion or exclusion in such process; provided, that, for the avoidance of doubt, Walmart shall not have a right to subscribe to shares in the event of, or otherwise participate in, a proposed IPO.

(e) For so long as (x) any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies and (y) only during the Build Out Phase, Cohen shall provide Walmart written notice of the consummation of a Change of Control of Symbotic or any Substantial Sale of Interest by Cohen or any member of the Cohen Group within four (4) Business Days thereof, which notice shall include the identity of the counterparty to such transaction and the number and percentage of Interests acquired in such transaction (it being understood that public disclosure of such consummation, including through issuance of a press release or filing of a Form 8-K or Schedule 13D, shall satisfy such obligation of Cohen). Cohen will not, however, be required to identify any parties or potential parties to or any of the terms or conditions of the Substantial Sale of Interests in advance of the consummation thereof; provided, that, for so long as (x) any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies and (y) only during the Build Out Phase, Cohen shall promptly notify Walmart if any Restricted Entity, and the identity of such Restricted Entity, is participating in any such process, or otherwise, during the Build Out Phase submits a bona fide written offer or proposal that would reasonably be expected by Cohen to result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group or a Change of Control of Symbotic that is a result in a Substantial Sale of Interests by Cohen or any member of the Cohen Group. The provisions of this Paragraph 1 shall survive any Substantial Sale of Interests by Cohen or any member of the Cohen Group and, for so long as Cohen or any member of the

Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies but only during the Build Out Phase, be applicable to Cohen and any member of the Cohen Group. Cohen shall have no other duty or obligation to Walmart, and Walmart has no other right, duty or obligation in connection with a Change of Control or IPO or SPAC Transaction of Symbotic or a Substantial Sale of Interests by Cohen or a process related to any of the foregoing other than as specifically set forth in this Paragraph 1.

2. Notwithstanding anything to the contrary in this Letter Agreement or the MAA, for so long as any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies, Cohen shall not, and shall cause each member of the Cohen Group not to, (i) Transfer (A) any Interests (other than in a public market transaction on a national securities exchange following an IPO of Warehouse Technologies or its applicable direct or indirect subsidiary, provided, that, to the actual knowledge of Cohen, such public market transaction is not a block-sale arranged or executed by a registered broker-dealer that would reasonably be expected by Cohen to result in Interests being Transferred to [***]) to [***] during the Exclusivity Period or (B) the ownership of any material Symbotic Intellectual Property used in or required for the Symbotic System to [***] during the Exclusivity Period; or (ii) consent to or otherwise approve of the appointment to Warehouse Technologies' or any of its direct or indirect subsidiaries' board of managers or other governing body any employee, officer or director of [***] during the Exclusivity Period. Cohen agrees that for so long as (x) any member of the Cohen Group is the beneficial owner of any equity interests of Warehouse Technologies but (y) only during the Exclusivity Period, neither Cohen nor any member of the Cohen Group shall Transfer any Interests (other than in a public market transaction on a national securities exchange following an IPO of Warehouse Technologies or its applicable direct or indirect subsidiary, provided, that, to the actual knowledge of Cohen, such public market transaction is not a block-sale arranged or executed by a registered broker-dealer that would reasonably be expected by Cohen to result in Interests being Transferred to [***]) unless the transferee of such Interests agrees in writing to be bound by this Paragraph 2 and that each and any subsequent transferee (other than in a public market transaction on a national securities exchange following an IPO of Warehouse Technologies or its applicable direct or indirect subsidiary, provided, that, to the actual knowledge of the Person Transferring any Interests in any such public market transaction, such public market transaction is not a block-sale arranged or executed by a registered broker-dealer that would reasonably be expected by such Person to result in Interests being Transferred to [***]) shall be required to be likewise bound, and that any such Transfer in violation of such agreement shall be null and void.

3. Redemption Restrictions. After the date of this Letter Agreement and until the earlier of (a) the SPAC Closing or the consummation of any other SPAC Transaction or Public Offering (each as defined in the Investment Agreement) or (b) two years after the date of this Letter Agreement, Cohen shall not, and shall cause each member of the Cohen Group not to, without the prior written consent of Walmart, redeem the Class B Preferred Unit or the Class B-1 Preferred Unit of Warehouse Technologies or cause Warehouse Technologies to repurchase any Interests in Warehouse Technologies held by Cohen or any members of the Cohen Group, in

each case, except to the extent such redemption or repurchase is paid through the proceeds of a debt or equity offering by Warehouse Technologies consummated with a Third Party after the date of this Letter Agreement, and even in such event only if after effecting such redemptions or repurchases Warehouse Technologies' consolidated cash and cash equivalents shall be (i) until the first anniversary of the date of this Letter Agreement, at least \$277,000,000 and (ii) until the second anniversary of the date of this Letter Agreement, at least \$138,500,000, and (iii) notwithstanding clauses (i) or (ii) of this proviso, at all relevant times, together with Warehouse Technologies' other consolidated cash and cash equivalents, sufficient for Warehouse Technologies and Symbotic to satisfy its obligations to Walmart pursuant to the MAA. Notwithstanding the foregoing, this Section 3 shall not restrict any redemption or repurchase of Interests in Warehouse Technologies (x) in connection with, and as contemplated by, the Contemplated Transaction (as defined in the Investment Agreement), including that certain Unit Purchase Agreement to be entered into in connection with the Contemplated Transaction, or (y) the exercise of any put/call or other repurchase agreements in effect as of the date of this Letter Agreement between Warehouse Technologies and holders of Class C Units of Warehouse Technologies (other than Cohen, Perry Cohen or any members of the Cohen Group), to the extent such repurchases are pursuant to binding obligations of Warehouse Technologies in effect on the date hereof to so repurchase; provided, however, that Warehouse Technologies shall be permitted to exercise call rights pursuant to binding obligations of Warehouse Technologies in effect as of the date of this Letter Agreement between Warehouse Technologies and holders of Class C Units of Warehouse Technologies if and to the extent such exercise occurs in connection with a termination of employment.

4. Tag-Along Right.

(a) Subject to Paragraph 4(d), during the period after the date of this Letter Agreement and until the SPAC Closing (as defined in the Investment Agreement) or the consummation of any other SPAC Transaction or Public Offering, in the event Cohen (together with any member of the Cohen Group) proposes to Transfer a number of Interests reasonably expected by Cohen to represent at least ten percent (10%) of the Interests, but less than a Substantial Sale of Interests, to a third-party purchaser (the "**Tag-Along Offeror**") in a transaction or series of related transactions (a "**Tag-Along Transaction**"), then, at least 10 Business Days prior to the closing of such proposed Transfer, Cohen shall deliver a written notice to Walmart (the "**Tag-Along Notice**"). Such Tag-Along Notice shall set forth (1) the total number of Interests proposed to be Transferred by Cohen or members of the Cohen Group (the "**Tag-Along Interests**"), (2) the total number of Interests beneficially owned at such time by Cohen and each member of the Cohen Group proposing to Transfer Interests in such Tag-Along Transaction, (3) the proposed amount and type of consideration and other material terms and conditions of the Tag-Along Transaction, and (4) the proposed date and time of the closing of the Tag-Along Transaction.

(b) Walmart shall have the right (the "**Tag-Along Right**"), exercisable by delivering a written notice (the "**Tag-Along Acceptance Notice**") to Cohen within five Business

Days after delivery of the Tag-Along Notice, that it intends Transfer to the Tag-Along Offeror and substitute for Tag-Along Interests held by Cohen and members of the Cohen Group, a number of Interests as specified in the Tag-Along Acceptance Notice (the “**Walmart Tag Interests**”), which number shall not exceed (A) the number of Interests held by Walmart at such time, *multiplied by* (B) a percentage equal to (x) the number of Tag-Along Interests, *divided by* (y) the aggregate number of outstanding Interests beneficially owned by the Cohen and the Cohen Group. For example, if Cohen and the Cohen Group own 100 Class A Units in Warehouse Technologies and intended to Transfer 15 Class A Units as Tag-Along Interests, then Walmart shall be entitled to Transfer up to 15% of the Interests it holds at such time to the Tag-Along Offeror in such Tag-Along Transaction, in substitution for the Transfer of such number of Interests by Cohen and the Cohen Group.

(c) If Walmart timely delivers a Tag-Along Acceptance Notice, then Cohen and the members of the Cohen Group shall, and shall cause Warehouse Technologies to, use their reasonable best efforts to ensure that Walmart is permitted to Transfer the Walmart Tag Interests simultaneously with the Transfer of Interests from Cohen and members of the Cohen Group, at a price per share equal to the same price per Interest proposed to be paid to Cohen and members of the Cohen Group and otherwise on the same terms and conditions set forth in the Tag-Along Notice. Walmart shall make or provide the same representations, warranties, covenants, indemnities and agreements as Cohen or members of the Cohen Group make or provide in connection with the Tag-Along Transaction; provided that Walmart shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Interests, authorization, execution and delivery of relevant documents, enforceability of such documents against Walmart, and other matters relating to Walmart, but not with respect to any of the foregoing with respect to Cohen, any member of the Cohen Group or any other holders of Interests or their Interests; provided, further, that all representations, warranties, covenants and indemnities shall be made by Cohen and members of the Cohen Group, on the one hand, and Walmart, on the other, severally and not jointly, and any indemnification obligation shall be *pro rata* based on the consideration received by Cohen and members of the Cohen Group, on the one hand, and Walmart, on the other, in each case in an amount not to exceed the aggregate proceeds received by Cohen and members of the Cohen Group and Walmart in connection with the Tag-Along Transaction (other than any indemnity with respect to any such party’s individual representations or warranties (such as title to their Interests held), which indemnities shall be the sole liability and obligation of such party, and not *pro rata*). Each of Walmart and Cohen shall be responsible for its own costs and expenses in connection with the Tag-Along Transaction.

(d) Notwithstanding anything to the contrary in this Letter Agreement, this Paragraph 4 shall not apply to (i) Transfers of Interests made in an IPO or other Public Offering (as defined in the Investment Agreement) or (ii) Transfers by Cohen or any members of the Cohen Group to: (A) any successor by death, or (B) any Affiliate of Cohen or any members of the Cohen Group.

5. Cohen, represents and warrants to Walmart that:

(a) As of the date hereof, Cohen has all necessary authority as a natural person to enter into this Letter Agreement and throughout the Build Out Phase to perform its obligations hereunder, including the ability (through voting control, contractual rights or otherwise) to cause the other Persons within the Cohen Group to perform as provided herein;

(b) Cohen's execution of this Letter Agreement and, throughout the Build Out Phase, the performance of each of its obligations hereunder will not conflict or interfere with any Third Party agreements to which Cohen or any of the Cohen Group is bound in a manner that will impact Walmart;

(c) Cohen will perform its obligations under this Letter Agreement in accordance with Laws to the extent applicable to the performance of its obligations hereunder; and

(d) [Reserved]; and

(e) Other than the discussions related to the negotiation, execution and delivery of this Letter Agreement and MAA and the Proposed SPAC Transaction, Cohen is not currently, and has not, in the six-month period immediately preceding the date of this Letter Agreement, (and no other Person acting on his behalf or, to the actual knowledge of Cohen, no other Person is or has during such six-month period) (i) engaged in an exploration of strategic alternatives that could reasonably be expected by such Person to result in a Substantial Sale of Interests, or a Change of Control or IPO of any of Symbotic or Warehouse Technologies; or (ii) has actual knowledge of a bona fide written offer or proposal from a Third Party, which written offer or proposal is for a Substantial Sale or a Change of Control of Symbotic or Warehouse Technologies.

6. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing (which shall include email) and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by e-mail; (c) on the date sent by email; provided, however, that email transmission is promptly confirmed by a responsive electronic communication by the recipient thereof or receipt is otherwise clearly evidenced (excluding out-of-office replies or other automatically generated responses) or is followed up within one Business Day after email by dispatch pursuant to one of the methods described in this Paragraph 6; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties hereto at the following addresses (or at such other address for a party hereto as shall be specified in a notice given in accordance with this Paragraph 6):

If to Walmart:

SVP, Innovation and Automation
601 N. Walton Blvd.
Bentonville, AR 72716
Email: David.Guggina@walmart.com (or the email of the then-current SVP, Innovation and Automation)

With a copy to:

VP, Chief Counsel Supply Chain
601 N. Walton Blvd.
Bentonville, AR 72716-0710
Email: William.Silcott@walmartlegal.com (or the email of the then-current Chief Counsel, Supply Chain)

If to Cohen:

Richard B. Cohen
C/O C&S Wholesale Grocers
7 Corporate Drive
Keene, NH 03431

With a copy to:

General Counsel
C&S Wholesale Grocers
7 Corporate Drive
Keene, NH 03431

With an additional copy to:

General Counsel
Symbotic USA
200 Research Drive
Wilmington, MA 01887
Email: legal@symbotic.com

7. This Letter Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assignees.

8. The provisions of Article XIX (Miscellaneous) (other than Section 19.1 (Integrated Agreement), Section 19.7 (Late Payments), Section 19.13 (Notices), Section 19.19

(No Third Party Beneficiaries) and Section 19.20 (Audit Rights)) of the MAA are incorporated herein and shall apply to this Letter Agreement, *mutatis mutandis*.

9. Walmart hereby agrees that any incorporation by reference to any terms of the MAA including under Paragraph 8 above, is done for convenience only. In no event shall any incorporation by reference of any terms of the MAA (or any other event or circumstance) be construed as if Cohen is a party to the MAA for any purpose, or that Cohen is guaranteeing, backstopping or otherwise liable or responsible in any way for any act, omission, performance or lack thereof of any Party to the MAA.

10. For the avoidance of doubt, this Letter Agreement amends and supersedes the RBC Side Letter, but does not amend, modify terminate or supersede any other agreement or side letter between or involving one or more of Cohen, any member of the Cohen Group, Walmart, Warehouse Technologies or Symbotic, and, without limiting the foregoing, that certain Letter Agreement, dated April 30, 2021, by and between Warehouse Technologies and Walmart shall remain in full force and effect in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGES]

If the foregoing accurately reflects our understanding, please confirm your agreement by signing a copy of this Letter Agreement in the space provided below and returning the copy to the undersigned.

WALMART INC.

By: /s/ Michael Guptan

Name: Michael Guptan

Title: SVP, Corporate Development

Date: December 12, 2021

[Signature Page to Side Letter]

Accepted and agreed effective as of December 12, 2021:

By: /s/ Richard B. Cohen

Richard B. Cohen

[Signature Page to Side Letter]