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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

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**Symbotic Inc.**  
(Name of Issuer)

**Class A Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**87151X101**  
(CUSIP Number)

**Richard B. Cohen**  
c/o Symbotic Inc.  
200 Research Drive  
Wilmington, MA 01887  
Telephone: (978) 284-2800  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 23, 2023**  
(Date of Event Which Requires Filing of this Statement)

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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.

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**Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.**

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\* 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).

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1	NAMES OF REPORTING PERSONS <b>Richard B. Cohen</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) <b>(a) <input type="checkbox"/> (b) <input type="checkbox"/></b>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
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 <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>215,758,906 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>215,758,906 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>215,758,906 (1)</b>	
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) <b>72.8% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>IN</b>	

- (1) Consists of (i) 163,355,074 shares of Class V-3 common stock and 4,571,502 shares of Class V-1 common stock held of record by The RBC 2021 4 Year GRAT, of which Richard B. Cohen is trustee, (ii) 41,549,600 shares of Class V-3 common stock and 2,818,148 shares of Class V-1 common stock held of record by RJJRP Holdings, Inc., of which Richard B. Cohen is the President and Chief Executive Officer, and (iii) 3,464,582 shares of Class V-3 common stock held of record by the Richard B. Cohen Revocable Trust, of which Richard B. Cohen is trustee. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 296,412,018 shares of Class A common stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A common stock outstanding as of July 24, 2023 and (y) 215,758,906 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A common stock, (ii) 67,665,517 shares of Class V-1 common stock, and (iii) 407,528,941 shares of Class V-3 common stock), the Reporting Person beneficially owns 38.8% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of July 24, 2023.

1	NAMES OF REPORTING PERSONS <b>The RBC 2021 4 Year GRAT</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) <b>(a)</b> <input type="checkbox"/> <b>(b)</b> <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
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 <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>167,926,576 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>167,926,576 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>167,926,576 (1)</b>	
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) <b>67.6% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

- (1) Consists of 163,355,074 shares of Class V-3 common stock and 4,571,502 shares of Class V-1 common stock held of record by The RBC 2021 4 Year GRAT. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position Trustee of The RBC 2021 4 Year GRAT. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 248,579,688 shares of Class A common stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A common stock outstanding as of July 24, 2023 and (y) 167,926,576 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A common stock, (ii) 67,665,517 shares of Class V-1 common stock, and (iii) 407,528,941 shares of Class V-3 common stock), the Reporting Person beneficially owns 30.2% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of July 24, 2023.

1	NAMES OF REPORTING PERSONS <b>RJGRP Holdings, Inc.</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) <b>(a) <input type="checkbox"/> (b) <input type="checkbox"/></b>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
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 <b>Delaware</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>44,367,748 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>44,367,748 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>44,367,748 (1)</b>	
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) <b>35.5% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>CO</b>	

- (1) Consists of 41,549,600 shares of Class V-3 common stock and 2,818,148 shares of Class V-1 common stock held of record by RJGRP Holdings, Inc. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position as President and Chief Executive Officer of RJGRP Holdings, Inc. and his ownership interest therein. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 125,020,860 shares of Class A common stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A common stock outstanding as of July 24, 2023 and (y) 44,367,748 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A common stock, (ii) 67,665,517 shares of Class V-1 common stock, and (iii) 407,528,941 shares of Class V-3 common stock), the Reporting Person beneficially owns 8.0% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of July 24, 2023.

1	NAMES OF REPORTING PERSONS <b>Richard B. Cohen Revocable Trust</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) <b>(a)</b> <input type="checkbox"/> <b>(b)</b> <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
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 <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>0</b>
	8	SHARED VOTING POWER <b>3,464,582 (1)</b>
	9	SOLE DISPOSITIVE POWER <b>0</b>
	10	SHARED DISPOSITIVE POWER <b>3,464,582 (1)</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>3,464,582 (1)</b>	
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) <b>4.1% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>OO</b>	

- (1) Consists of 3,464,582 shares of Class V-3 common stock held of record by the Richard B. Cohen Revocable Trust. Richard B. Cohen may be deemed to have voting and dispositive power with respect to the shares by virtue of his position Trustee of the Richard B. Cohen Revocable Trust. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock into Class A common stock, resulting in a total of 84,117,694 shares of Class A common stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A common stock outstanding as of July 24, 2023 and (y) 3,464,582 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A common stock, (ii) 67,665,517 shares of Class V-1 common stock, and (iii) 407,528,941 shares of Class V-3 common stock), the Reporting Person beneficially owns 0.6% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of July 24, 2023.

1	NAMES OF REPORTING PERSONS <b>Perry Cohen</b>	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) <b>(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/></b>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) <b>OO</b>	
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 <b>United States</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER <b>4,093,238 (1)</b>
	8	SHARED VOTING POWER <b>0</b>
	9	SOLE DISPOSITIVE POWER <b>4,093,238 (1)</b>
	10	SHARED DISPOSITIVE POWER <b>0</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON <b>4,093,238 (1)</b>	
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) <b>4.8% (2)</b>	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) <b>IN</b>	

- (1) Consists of 3,938,126 shares of Class V-3 common stock and 155,112 shares of Class V-1 common stock held of record by the Reporting Person. The Reporting Person exercises all voting and dispositive power of such shares. Shares of Class V-3 common stock entitles its holders to 3 votes per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Shares of Class V-1 common stock entitles its holders to 1 vote per share and are convertible on a one-for-one basis into shares of Class A common stock of the Issuer at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein).
- (2) The percent of class assumes conversion of all of the Reporting Person's Class V-3 common stock and Class V-1 common stock into Class A common stock, resulting in a total of 84,746,350 shares of Class A common stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A common stock outstanding as of July 24, 2023 and (y) 4,093,238 shares of Class A common stock issuable on conversion of the Reporting Person's Class V-3 common stock and Class V-1 common stock). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A common stock, (ii) 67,665,517 shares of Class V-1 common stock, and (iii) 407,528,941 shares of Class V-3 common stock), the Reporting Person beneficially owns 0.7% of the Issuer's total outstanding Class A common stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 common stock and Class V-3 common stock) as of July 24, 2023.

## Explanatory Note

This Amendment No. 3 (this “Schedule 13D Amendment”) to the Schedule 13D originally filed with the U.S. Securities and Exchange Commission (the “SEC”) on June 17, 2022, as amended by Amendment No. 1 to the Schedule 13D filed on July 21, 2022 and Amendment No. 2 to the Schedule 13D filed on January 13, 2023 (as amended by this Schedule 13D Amendment, the “Schedule 13D”), is being filed on behalf of the Reporting Persons (as defined below), with respect to the shares of Class A common stock, par value \$0.0001 per share (the “Class A Common Stock”), of Symbotic Inc., a Delaware corporation (“Symbotic”, the “Company” or the “Issuer”).

Further, this Schedule 13D Amendment removes Perry Cohen as a reporting person. As of July 24, 2023, as a result of issuance of Class A Common Stock by the Company, Perry Cohen ceased to be the beneficial owner of more than five percent of the shares of Class A Common Stock. This Schedule 13D Amendment constitutes an exit filing for Perry Cohen.

Other than as set forth below, all Items in the Schedule 13D are materially unchanged. Capitalized terms used in this Schedule 13D Amendment which are not defined herein have the meanings given to them in the Schedule 13D.

## Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated as follows:

(a) This Schedule 13D is filed jointly by (i) Richard B. Cohen, (ii) RJJRP Holdings, Inc., (iii) The RBC 2021 4 Year GRAT, (iv) the Richard B. Cohen Revocable Trust and (v) Perry Cohen (collectively, the “Reporting Persons”). Richard B. Cohen is the sole trustee of The RBC 2021 4 Year GRAT and the Richard B. Cohen Revocable Trust. Richard B. Cohen is the sole shareholder and the President and Chief Executive Officer of RJJRP Holdings, Inc. Perry Cohen is Richard B. Cohen’s son.

(b) The principal business address of each Reporting Person is c/o Symbotic Inc., 200 Research Drive, Wilmington, MA 01887.

(c) Richard B. Cohen, a natural person, is the Chairman of the Board of Directors and the President and Chief Executive Officer of the Issuer.

RJJRP Holdings, Inc., a Delaware corporation, is principally engaged in the business of holding and managing investments in the securities of the Issuer and other companies.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer, as applicable, of RJJRP Holdings, Inc. (each of such directors and officers, a “Covered Person” and collectively, the “Covered Persons”) are set forth on Schedule A attached hereto, which is incorporated into this Item 2 by reference.

The RBC 2021 4 Year GRAT is a trust established under the laws of New Hampshire for the benefit of Richard B. Cohen and has an address of c/o Symbotic Inc., Attention: Richard B. Cohen, 200 Research Drive, Wilmington, MA 01887.

The Richard B. Cohen Revocable Trust is a trust established under the laws of New Hampshire for the benefit of Richard B. Cohen and his immediate family members, and has an address of c/o Symbotic Inc., Attention: Richard B. Cohen, 200 Research Drive, Wilmington, MA 01887.

Perry Cohen, a natural person, is currently employed as the Founder and Executive Director of The Venture Out Project.

(d)-(e) During the last five years preceding the date of this filing, none of the Reporting Persons and, to the Reporting Persons’ knowledge, none of the Covered Persons, has been (i) convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) 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.

(f) Richard B. Cohen and Perry Cohen are citizens of the United States. RJJRP Holdings, Inc., The RBC 2021 4 Year GRAT and the Richard B. Cohen Revocable Trust are organized in the jurisdiction set forth in Item 2(c).

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**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Schedule 13D is hereby amended to include the following.

***Redemption of OpCo Units and Stock Purchase Agreement***

On July 24, 2023 and following delivery of a Notice of Redemption (as defined below) to Symbotic Holdings, 3,565,062 shares of Class A Common Stock reported herein were issued upon redemption of 3,565,062 OpCo Units by the Richard B. Cohen Revocable Trust and subsequently sold to SVF II Strategic Investments AIV LLC ("SVF II") on July 25, 2023 for an aggregate purchase price of \$100,000,000 pursuant to the Stock Purchase Agreement (as defined below). 1,506,642 shares of Class V-3 common stock, par value \$0.0001 per share (the "Class V-3 Common Stock"), and 2,058,420 shares of Class V-1 common stock, par value \$0.0001 per share (the "Class V-1 Common Stock"), reported herein, equal to the aggregate number of the redeemed OpCo Units, were transferred to the Issuer and cancelled and retired by the Issuer upon such redemption. Richard B. Cohen is treated as indirectly beneficially owning OpCo Units redeemed, the shares of Class A Common Stock sold and the shares of Class V-3 Common Stock and shares of Class V-1 Common Stock cancelled and retired.

The Stock Purchase Agreement is summarized below in Item 6 which summary is hereby incorporated by reference into this Item 3.

***Annuity Payment from The RBC 2021 4 Year GRAT***

On May 19, 2023, the Richard B. Cohen Revocable Trust acquired 1,862,616 OpCo Units and the equivalent number of paired shares of Class V-1 Common Stock as a result of an annuity payment from The RBC 2021 4 Year GRAT. The annuity payment is summarized below in Item 6 which summary is hereby incorporated by reference into this Item 3.

**Item 4. Purpose of Transaction.**

Item 4 of Schedule 13D is hereby amended and restated as follows:

The response to Item 6 of this Schedule 13D is incorporated into this Item 4 by reference.

Richard B. Cohen has served as a member of the Issuer's Board of Directors and as the Issuer's President and Chief Product Officer since the Closing and has served as the Issuer's Chief Executive Officer since November 19, 2022, and, in such capacities, may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Subject to the lock-up contained in the Stock Purchase Agreement described in Item 6 of this Schedule 13D and the Issuer's insider trading policy, the Reporting Persons may, from time to time or at any time, subject to market conditions and other factors, purchase additional shares of Class A Common Stock in the open market, in privately negotiated transactions or otherwise, or sell at any time all or a portion of the shares of Class A Common Stock, Class V-1 Common Stock or Class V-3 Common Stock now owned or hereafter acquired by him to one or more purchasers or pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Act, in each case, as appropriate for the personal circumstances of the Reporting Persons.

In addition to the foregoing, the Reporting Persons may engage in discussions from time to time with other members of the Issuer's management and/or Board of Directors and/or with other shareholders of the Issuer and/or other third parties. Such discussions may include, without limitation, discussions with respect to the governance, board composition, management, operations, business, assets, capitalization, financial condition, strategic plans and future of the Issuer, as well as other matters related to the Issuer. These discussions may also include a review of options for enhancing shareholder value through, among other things, various strategic alternatives (including acquisitions and divestitures) or operational or management initiatives.

The Reporting Persons intend to review their investment in the Issuer on a continuing basis and may take from time to time and at any time in the future, depending on various factors (including, without limitation, the outcome of any discussions referenced above), such actions as they deem appropriate in respect thereof, including proposing or considering, or changing their intention with respect to, one or more of the actions described above or otherwise referred to in subparagraphs (a)-(j), inclusive, of Item 4 of Schedule 13D. The Reporting Persons may also take steps to explore and prepare for various plans and actions, and propose transactions, regarding the foregoing matters, before forming an intention to engage in such plans or actions or proceed with such transactions.



## Item 5. Interest in Securities of the Issuer.

Item 5 of Schedule 13D is hereby amended and restated as follows:

The responses of the Reporting Persons to rows (7) through (13) of the cover pages and Items 2, 3, 4 and 6 of this Schedule 13D are incorporated into this Item 5 by reference.

(a)-(b) The Reporting Persons (other than Perry Cohen) are in the aggregate beneficial owners of 208,369,256 shares of Class V-3 Common Stock and 7,389,650 shares of Class V-1 Common Stock, each of which are convertible on a one-for-one basis into shares of Class A Common Stock at the election of the holder and upon the redemption of an equal number of OpCo Units (as described in Item 3 herein). Pursuant to Rule 13d-3 of the Act, the Reporting Persons (other than Perry Cohen) may be deemed to be in the aggregate the beneficial owners of 72.8% of the Class A Common Stock, calculated based on the percent of Class A Common Stock the Reporting Persons (other than Perry Cohen) would hold in the aggregate assuming the conversion of all of each Reporting Person's (other than Perry Cohen's) shares of Class V-3 Common Stock and Class V-1 Common Stock, as applicable, into shares of Class A Common Stock, resulting in a total of (i) 296,412,018 shares of Class A Common Stock outstanding (which reflects the sum of (x) 80,653,112 shares of Class A Common Stock outstanding as of July 24, 2023 and (y) 215,758,906 shares of Class A Common Stock issuable on conversion of the Reporting Person's (other than Perry Cohen's) Class V-3 Common Stock and Class V-1 Common Stock, as applicable). Based on the total of 555,847,570 shares of the Issuer's common stock outstanding as of July 24, 2023 (including (i) 80,653,112 shares of Class A Common Stock, (ii) 67,665,517 shares of Class V-1 Common Stock, and (iii) 407,528,941 shares of Class V-3 Common Stock), the Reporting Persons (other than Perry Cohen) collectively beneficially own in the aggregate 38.8% of the Issuer's total outstanding Class A Common Stock on a fully diluted basis (assuming conversion of all outstanding shares of Class V-1 Common Stock and Class V-3 Common Stock) as of July 24, 2023.

RJJRP Holdings, Inc. is the record holder of 41,549,600 shares of Class V-3 Common Stock and 2,818,148 shares of Class V-1 Common Stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by RJJRP Holdings, Inc. by virtue of his position as President and Chief Executive Officer of RJJRP and his ownership interest therein.

The RBC 2021 4 Year GRAT is the record holder of 163,355,074 shares of Class V-3 Common Stock and 4,571,502 shares of Class V-1 Common Stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by The RBC 2021 4 Year GRAT by virtue of his role as sole trustee of the trust.

The Richard B. Cohen Revocable Trust is the record holder of 3,464,582 shares of Class V-3 Common Stock. Richard B. Cohen may be deemed to beneficially own the securities of the Issuer held directly by the Richard B. Cohen Revocable Trust by virtue of his role as sole trustee of the trust. Since the most recent filing on Schedule 13D by the Reporting Persons prior to this Schedule 13D Amendment, the Richard B. Cohen Revocable Trust acquired 1,862,616 OpCo Units and the equivalent number of paired shares of Class V-1 Common Stock as a result of an annuity payment from The RBC 2021 4 Year GRAT. On July 23, 2023, the Richard B. Cohen Revocable Trust entered into the Stock Purchase Agreement with, among others, SVF II, pursuant to which 3,565,062 OpCo Units were redeemed by the Richard B. Cohen Revocable Trust for the equivalent number of shares of Class A Common Stock which were sold to SVF II on July 25, 2023 for an aggregate purchase price of \$100,000,000. Upon such redemption, 1,506,642 shares of Class V-3 Common Stock and 2,058,420 shares of Class V-1 Common Stock, equal to the aggregate number of the redeemed OpCo Units, were transferred to the Issuer and cancelled and retired by the Issuer. These shares are excluded from the Reporting Person's aggregate interests reported on this Schedule 13D Amendment.

Perry Cohen is the record holder of 3,938,126 shares of Class V-3 Common Stock and 155,112 shares of Class V-1 Common Stock. Perry Cohen exercises full voting and dispositive power over the shares of which he is the owner of record. As of July 24, 2023, as a result of issuances of Class A Common Stock by the Company, Perry Cohen is no longer the beneficial owner of more than five percent of the Class A Common Stock. Based on the nature of their relationship, Perry Cohen and Richard B. Cohen, who share a familial relationship, may be deemed a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons. The Reporting Persons expressly disclaim the existence of any shared voting or dispositive powers between Perry Cohen and any of the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities of the Issuer reported herein except to the extent such Reporting Person actually exercises voting or dispositive power with respect to such securities.

To the Reporting Persons' knowledge, except as disclosed in Schedule A, none of the Covered Persons directly owns any shares of Issuer's common stock; however, because each Covered Person is a director or executive officer of one or more Reporting Persons, each Covered Person may be deemed to be the beneficial owner of the shares of Issuer's common stock beneficially owned by the Reporting Person(s) for which they each serve as director or executive officer. Each of the Covered Persons hereby disclaims beneficial ownership of any shares of Issuer's common stock and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this Schedule 13D or that any such Covered Person is a member of a "group" for Section 13(d) purposes.

- (c) Except for the transactions described in Item 3, Item 4 and Item 6 of this Schedule 13D, which are incorporated into this Item 5(c) by reference, none of the Reporting Persons nor, to their knowledge, any of the Covered Persons, has effected any transactions in the Issuer's common stock during the past 60 days.
- (d) Except as disclosed in this Schedule 13D, to the knowledge of the Reporting Persons, no other person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities covered by this statement on Schedule 13D.
- (e) As of July 24, 2023, as a result of issuances of Class A Common Stock by the Company, Perry Cohen ceased to own more than five percent of the Class A Common Stock. This Schedule 13D Amendment constitutes an exit filing for Perry Cohen.

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

Item 6 of the Schedule 13D is hereby amended and restated as follows:

***Tax Receivable Agreement***

On June 7, 2022, in connection with the completion of the Business Combination and as contemplated by the Merger Agreement, the Issuer, OpCo and each of the other members of OpCo (the "TRA Holders"), including certain Reporting Persons, 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 (including the purchases of the Purchase Units pursuant to the Unit Purchase Agreement), (b) future exchanges of OpCo Units for cash or shares of Class A Common Stock, (c) certain distributions (if any) by OpCo 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 we 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.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Tax Receivable Agreement, included with this Schedule 13D as Exhibit 99.2, and incorporated herein by reference.

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### ***Registration Rights Agreement***

On June 7, 2022, in connection with the completion of the Business Combination and as contemplated by the Merger Agreement, the Issuer, SVF Sponsor III (DE) LLC (the “Sponsor”), certain legacy directors of the Issuer, and certain directors, officers and stockholders of the Issuer (the “Registration Rights Holders”), including certain Reporting Persons, entered into that certain Amended and Restated Registration Rights Agreement (the “A&R Registration Rights Agreement”).

Pursuant to the A&R Registration Rights Agreement, the Issuer will agree to file a shelf registration statement with respect to the Registrable Securities (as defined in the A&R Registration Rights Agreement) held by the Registration Rights Holders within 45 days of the date of the A&R Registration Rights Agreement. Up to three times in any 12-month period, certain of the Symbotic Equityholders (as defined in the A&R Registration Rights Agreement) and the Sponsor (including their respective permitted transferees) 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 A&R Registration Rights Agreement provides for customary “demand” and “piggyback” registration rights. The A&R Registration Rights Agreement provides that the Issuer will pay certain expenses relating to such registrations and indemnify the equityholders party thereto against certain liabilities.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the A&R Registration Rights Agreement, included with this Schedule 13D as Exhibit 99.3, and incorporated herein by reference.

### ***Second Amended and Restated Limited Liability Company Agreement of OpCo***

On June 7, 2022, in connection with the completion of the Business Combination and as contemplated by the Merger Agreement, Symbotic, OpCo and each of the other members of OpCo entered into the Second A&R LLC Agreement, which, among other things, appointed Symbotic as the managing member of OpCo. The operations of OpCo, and the rights and obligations of its unitholders, including the following redemption rights, are set forth in the Second A&R LLC Agreement.

Following the Closing, each OpCo Unit may be redeemed by the holder thereof for shares of Class A Common Stock (or an equivalent amount in cash, at the option of the Issuer, subject to the provisions of the Second A&R LLC Agreement) at a value equal to the arithmetic mean of the volume-weighted average price of a share of the Class A Common Stock for the full five trading days immediately prior to the redemption date, subject to certain exceptions. Upon such redemption, a number of shares of the Class V-3 Common Stock or Class V-1 Common Stock, as applicable, equal to the number of the redeemed OpCo Units, will be transferred to the Issuer and cancelled by the Issuer.

In addition, the Issuer generally will have the right to require, in connection with a change of control of the Issuer, each OpCo unitholder to effect a redemption of all or a portion of such member’s OpCo Units together with an equal number of shares of Class V-1 Common Stock or Class V-3 Common Stock, as applicable, pursuant to which such units and such shares will be exchanged for shares of Class A Common Stock (or economically equivalent cash or securities of a successor entity).

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Second A&R LLC Agreement, included with this Schedule 13D as Exhibit 99.4, and incorporated herein by reference.

#### ***R. Cohen Side Letter***

On December 12, 2021, in connection with Warehouse's entry into an Investment and Subscription Agreement with Walmart Inc. ("Walmart"), Richard B. Cohen entered into a side letter with Walmart (the "Side Letter"), pursuant to which, so long as Richard B. Cohen is the beneficial owner of any equity interests of Warehouse, only during the Build Out Phase (as defined in the Second Amended and Restated Master Automation Agreement, dated as of May 20, 2022 (the "MAA"), by and among Walmart, Symbotic LLC and Warehouse), Richard B. Cohen shall, among other things:

- provide Walmart with a written notice in the event Richard B. Cohen or any member of the Cohen Group (as defined in the MAA) or, to the actual knowledge of Richard B. Cohen, any other current or future owner of interests in OpCo or its subsidiaries, determines to explore strategic alternatives that would reasonably be expected by Richard B. Cohen to result in a sale of 25% or more of the voting power of the then-issued and outstanding capital stock of Symbotic LLC (a "Substantial Sale") or a change of control of Symbotic LLC, or receives a bona fide written offer or proposal from a third party with respect thereto;
- to the extent not in conflict with or breach or violation of applicable law (including fiduciary duties), not enter into a definitive agreement with respect to such Substantial Sale or change of control without having provided Walmart a certain period of prior notice, or otherwise limit his or their ability (including through the imposition of a break-up fee) to pursue a Substantial Sale to Walmart or change of control of Symbotic LLC with Walmart during such period;
- if Richard B. Cohen or any other member of the Cohen Group or, to the actual knowledge of Richard B. Cohen, any other current or future owner of interests in OpCo or its subsidiaries, begins a process to explore strategic alternatives that would reasonably be expected by Richard B. Cohen to result in a Substantial Sale by Richard B. Cohen or any member of the Cohen Group or a change of control of Symbotic LLC, then, 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 criteria of inclusion or exclusion in such process; and
- provide Walmart written notice of the consummation of a Substantial Sale by Richard B. Cohen or any member of the Cohen Group or a change of control of Symbotic LLC within four business days thereof.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Side Letter, included with this Schedule 13D as Exhibit 99.5, and incorporated herein by reference.

#### ***Stock Purchase Agreement***

Contemporaneously with the Issuer's entry into that certain Framework Agreement related to the formation of GreenBox Systems LLC as a strategic joint venture between the Issuer, SVF II and certain related parties, on July 23, 2023, SVF II entered into a stock purchase agreement (the "Stock Purchase Agreement") with the Richard B. Cohen Revocable Trust and The RBC Millennium Trust (together with the Richard B. Cohen Revocable Trust, the "Sellers") to purchase 17,825,312 shares of Class A Common Stock from Sellers for an aggregate purchase price of \$500,000,000.

On July 23, 2023, the Richard B. Cohen Revocable Trust submitted a written notice of redemption (the "Notice of Redemption") to Symbotic Holdings, to exercise the redemption rights as set forth in the Second A&R LLC Agreement and redeem 3,565,062 OpCo Units held by the Richard B. Cohen Revocable Trust for 3,565,062 shares of Class A Common Stock. The redemption was effectuated on July 24, 2023. Upon effectiveness of the redemption, 1,506,642 shares of the Class V-3 Common Stock and 2,058,420 shares of Class V-1 Common Stock owned by the Richard B. Cohen Revocable Trust, equal to the aggregate number of its redeemed OpCo Units, were transferred to the Issuer and cancelled and retired by the Issuer.

The Stock Purchase Agreement contains customary representations and warranties by SVF II and Sellers. The Stock Purchase Agreement also contains, among other things, customary covenants regarding (i) the effectuation of the redemption of the OpCo Units, (ii) the six-month transfer restriction on the Lock-Up Shares (as defined in the Stock Purchase Agreement) held by the Cohen Group, and (iii) the compliance with the Side Letter.

The sale of shares of Class A Common Stock pursuant to the Stock Purchase Agreement closed on July 25, 2023 pursuant to which the Richard B. Cohen Revocable Trust sold the 3,565,062 shares of Class A Common Stock issued in the redemption to SVF II for a purchase price of \$100,000,000.

The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is filed as Exhibit 99.6 to this Schedule 13D Amendment.

#### ***Joint Filing Agreement***

This Schedule 13D Amendment is filed pursuant to the Joint Filing Agreement, dated as of June 17, 2022 (the “Original Joint Filing Agreement”), by and among the Reporting Persons, which was attached as Exhibit 1 to the Schedule 13D filed by the Reporting Persons on June 17, 2022.

On July 25, 2023, the Reporting Persons entered into a new Joint Filing Agreement to replace the Original Joint Filing Agreement in which the Reporting Persons (other than Perry Cohen) agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is filed as Exhibit 99.1 and is incorporated herein by reference.

#### ***Annuity Payment from The RBC 2021 4 Year GRAT***

During the first quarter of each year, the Richard B. Cohen Revocable Trust receives an annuity amount from The RBC 2021 4 Year GRAT under the trust agreement governing The RBC 2021 4 Year GRAT, assuming that The RBC 2021 4 Year GRAT has not expired. The number of OpCo Units and the equivalent number of paired shares of Class V-1 Common Stock to be distributed as an annuity payment is based in part on the price of the Class A Common Stock on the distribution due date, as well as other factors set forth under the trust agreement governing The RBC 2021 4 Year GRAT, and therefore cannot be calculated until the date of distribution.

On May 19, 2023, The RBC 2021 4 Year GRAT distributed 1,862,616 OpCo Units and the equivalent number of paired shares of Class V-1 Common Stock held by The RBC 2021 4 Year GRAT to the Richard B. Cohen Revocable Trust as a result of an annuity payment.

#### **Item 7. Material to be Filed as Exhibits.**

Exhibit No.	Exhibit Description
99.1	Joint Filing Agreement by and among certain Reporting Persons, dated as of July 25, 2023.
99.2	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 the Current Report on Form 8-K filed by Symbotic Inc. on June 13, 2022).
99.3	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, and certain directors, officers and stockholders of Symbotic Inc. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Symbotic Inc. on June 13, 2022).
99.4	Second Amended and Restated Limited Liability Agreement of Symbotic Holdings LLC, dated as of June 7, 2022 (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Symbotic Inc. on June 13, 2022).
99.5*	Side Letter, dated as of December 12, 2021, between Richard B. Cohen and Walmart Inc. (incorporated by reference to Exhibit 7 to Form SC 13D filed by Richard B. Cohen on June 17, 2022).
99.6	Stock Purchase Agreement, dated as of July 23, 2023, by and among The RBC Millennium Trust, the Richard B. Cohen Revocable Trust and SVF II Strategic Investments AIV LLC.

\* 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.

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: July 25, 2023

*/s/ Richard B. Cohen*

**Richard B. Cohen**

**RJJRP HOLDINGS, INC.**

By: */s/ Richard B. Cohen*

Name: Richard B. Cohen

Title: President and Chief Executive Officer

**THE RBC 2021 4 YEAR GRAT**

By: */s/ Richard B. Cohen*

Name: Richard B. Cohen

Title: Trustee

**RICHARD B. COHEN REVOCABLE TRUST**

By: */s/ Richard B. Cohen*

Name: Richard B. Cohen

Title: Trustee

*/s/ Perry Cohen*

**Perry Cohen**

**JOINT FILING AGREEMENT**

The undersigned hereby agree that the foregoing Schedule 13D filed on this date with respect to the beneficial ownership by the undersigned of the Class V-3 common shares of Symbotic Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k) and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filings. The parties to this Joint Filing Agreement acknowledge that each shall be responsible for the timely filing of the Schedule 13D and any such amendments thereto, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making the filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate. This Joint Filing Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: July 25, 2023

**RICHARD B. COHEN**

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: Richard B. Cohen, Individually

**RJJRP HOLDINGS, INC.**

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: President and Chief Executive Officer

**THE RBC 2021 4 YEAR GRAT**

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: Trustee

**RICHARD B. COHEN REVOCABLE TRUST**

By: /s/ Richard B. Cohen

Name: Richard B. Cohen

Title: Trustee

## SCHEDULE A

The name, present principal occupation or employment, business address, citizenship and beneficial interests in the Issuer of each of the directors and officers of RJJRP Holdings, Inc. are set forth below.

<u>Name</u>	<u>Present Principal Occupation or Employment</u>	<u>Present Principal Business Address</u>	<u>Citizenship</u>	<u>Beneficial Interests in the Issuer</u>
Richard B. Cohen	President, Chief Executive Officer, and Director of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	*
Janet Cohen	Director of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	(1)
Kevin McNamara	Treasurer, Chief Financial Officer, and Director of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	
Perry Cohen	Director of RJJRP Holdings, Inc.; Founder and Executive Director, The Venture Out Project	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	*
Joseph P. Toce Jr.	Director of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	(2)
David Ladensohn	Director of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	(3)
William M. Boyd III	Secretary & Executive Vice President of RJJRP Holdings, Inc.; Chief Strategy Officer of the Issuer.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	(4)
Julie Drake	Assistant Treasurer of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	
Bryan T. Granger	Assistant Secretary & Senior Vice President of RJJRP Holdings, Inc.	c/o Symbotic Inc. 200 Research Drive Wilmington, MA 01887	USA	

\* Beneficial interests reported in this Schedule 13D.

(1) To the knowledge of the Reporting Persons, pursuant to the Schedule 13D/A filed by Janet Cohen on July 25, 2023, Ms. Cohen exercises shared voting and dispositive power over 168,051,106 common shares of the Issuer.



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- (2) To the knowledge of the Reporting Persons, Joseph P. Toce Jr. may be deemed to have shared voting and dispositive power over 2,624,110 common shares of the Issuer by virtue of his role as trustee for certain trusts.
  - (3) To the knowledge of the Reporting Persons, pursuant to the Schedule 13D/A filed by David A. Ladensohn on July 25, 2023, Mr. Ladensohn exercises shared voting and dispositive power over 194,211,698 common shares of the Issuer.
  - (4) To the knowledge of the Reporting Persons, Mr. Boyd may be deemed to exercise voting and dispositive power over 766,212 common shares of the Issuer.

**STOCK PURCHASE AGREEMENT**

This STOCK PURCHASE AGREEMENT (this "Agreement") is being entered into as of July 23, 2023 (the "Execution Date") by and among The RBC Millennium Trust, the Richard B. Cohen Revocable Trust (together with The RBC Millennium Trust, "Sellers" and each, a "Seller") and SVF II Strategic Investments AIV LLC, a Delaware limited liability company ("Purchaser" and, together with Sellers, the "Parties").

**WITNESSETH**

WHEREAS, each Seller is party to that certain Second Amended and Restated Limited Liability Company Agreement of Symbotic Holdings LLC, a Delaware limited liability company ("Symbotic Holdings"), dated as of June 7, 2022 (the "Symbotic Holdings LLCA");

WHEREAS, (a) The RBC Millennium Trust owns 167,907,377 Common Units of Symbotic Holdings ("Symbotic Common Units") and (i) 6,362,808 paired shares of Class V-1 Common Stock, par value \$0.0001 per share, of Symbotic Inc., a Delaware corporation ("Symbotic") ("Symbotic Class V-1 Common Stock"), and (ii) 161,544,569 paired shares of Class V-3 Common Stock, par value \$0.0001 per share, of Symbotic ("Symbotic Class V-3 Common Stock") and (b) the Richard B. Cohen Revocable Trust owns 7,029,644 Symbotic Common Units and (i) 2,058,420 paired shares of Symbotic Class V-1 Common Stock and (ii) 4,971,224 paired shares of Symbotic Class V-3 Common Stock;

WHEREAS, each Seller may cause to be redeemed all or any portion of their Symbotic Common Units for shares of Class A Common Stock, par value \$0.0001 per share, of Symbotic ("Symbotic Class A Common Stock"), on the terms and subject to the conditions set forth in this Agreement and the Symbotic Holdings LLCA;

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, a number of shares of Symbotic Class A Common Stock on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Parties are entering into this Agreement concurrently with that certain Framework Agreement (the "Framework Agreement"), dated as of the date hereof, by and among Symbotic, Symbotic Holdings, Symbotic LLC, Sunlight Investment Corp., Purchaser and GreenBox Systems LLC.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

**Section 1.1 Sale and Purchase of Symbotic Class A Common Stock.** On the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers shall sell, transfer, convey and deliver to Purchaser, and Purchaser shall acquire, accept, purchase and receive from Sellers, an aggregate of 17,825,312 shares of Symbotic Class A Common Stock (the "Subject Shares"), for an aggregate purchase price of \$500,000,000.00 (the "Purchase Price"), as more particularly set forth on Schedule 1.

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**Section 1.2 Closing; Deliveries.**

(a) The closing of the purchase and sale (the "Purchase") of the Subject Shares (the "Closing") shall take place by remote communications and by the exchange of signatures by electronic transmission (including DocuSign) or, if or to the extent such an exchange is not practicable, at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 on the second Business Day after the satisfaction or waiver (to the extent permitted by applicable Law) of all of the conditions set forth in Section 1.3 (other than such conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at or prior to the Closing), or at such other place (or by means of remote communication) and date as the Parties may agree in writing (the actual date of the Closing, the "Closing Date").

(b) At the Closing:

(i) Purchaser shall deliver or cause to be delivered to Sellers the Purchase Price, by wire transfer of immediately available funds to the account or accounts previously designated by Sellers to Purchaser in writing; and

(ii) Each Seller shall deliver to Purchaser (A) a properly completed and duly executed Internal Revenue Service Form W-9 for such Seller and (B) a duly executed stock power with respect to the Subject Shares to be sold by such Seller, endorsed in blank by such Seller, or such other documentation reasonably necessary to transfer to Purchaser all right, title and interest in and to the Subject Shares to be sold by such Seller.

**Section 1.3 Conditions Precedent.** The respective obligations of the Parties to consummate the Purchase is subject to the satisfaction or written waiver by the Parties at or prior to the Closing of the following conditions:

(a) the Redemption shall have been completed;

(b) no Law that prohibits the consummation of the Purchase shall have been enacted, issued, enforced or promulgated and remain in effect by any Governmental Authority and there shall be no Order or injunction of a court of competent jurisdiction prohibiting or making illegal the consummation of the Purchase; and

(c) Purchaser and Sellers shall have furnished to each other the deliverables required by Section 1.2(b).

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**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES OF SELLERS**

Each Seller hereby represents and warrants to Purchaser as of the execution and delivery of this Agreement (or as of such other date and time as may be expressly provided herein) as follows:

**Section 2.1 Organization and Power.** Such Seller was formed pursuant to a trust agreement (each, a “Trust Agreement”), such Seller and such Trust Agreement are currently in full force and effect and such Seller has not been rescinded or revoked. Such Seller has the power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby in accordance with the terms hereof.

**Section 2.2 Authorization and Binding Effect.** The execution and delivery of this Agreement, the performance by such Seller of its obligations hereunder and the consummation of the transactions contemplated hereby in accordance with the terms hereof have been duly authorized by all requisite action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller, and, assuming due execution and delivery by each of the other Parties, constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally and by general equitable principles.

**Section 2.3 Ownership of Units.** Such Seller is the sole record owner of, and has good and valid title to, the Symbotic Common Units, shares of Symbotic Class V-1 Common Stock and the shares of Symbotic Class V-3 Common Stock set forth on Schedule 1 as of the Execution Date and, upon completion of the Redemption on the terms and subject to the conditions set forth herein, such Seller will have good and valid title to its portion of the Subject Shares (as more particularly set forth on Schedule 1) free and clear of all Liens (other than any transfer restrictions imposed by federal or state securities Laws, including the Subject Shares being considered “restricted securities” or “control securities” thereunder, or any provision of the organizational documents of Symbotic and the restrictions contemplated by Section 4.4), and such title to such Subject Shares shall duly transfer to and vest in Purchaser at the Closing. Other than Symbotic Holdings and Symbotic pursuant to the Redemption, no Person has any present or future right to acquire all or any portion of such Seller’s Symbotic Common Units, shares of Symbotic Class V-1 Common Stock, shares of Symbotic Class V-3 Common Stock or portion of the Subject Shares. No other Person, has any option, call, warrant, commitment or similar right with respect to the Subject Shares owned by such Seller and such Seller has not entered into any agreement or contract (whether written or oral) with any Person imposing, or that would reasonably be expected to impose, a Lien on the Subject Shares.

**Section 2.4 No Conflict.** Neither the execution and delivery by such Seller of this Agreement, nor the consummation by such Seller of the transactions contemplated hereby in accordance with the terms hereof, violates, conflicts with or results in a breach of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under (a) any provision of such Seller’s Trust Agreement, (b) any of the terms, conditions or provisions of any material Contract to which such Seller is a party, or by which such Seller or any of its properties is bound or (c) any term or provision of any Law or Order applicable to such Seller, except, in the case of clauses (b) and (c), as would not reasonably be expected, individually or in the aggregate, to prevent or materially delay or materially impair the ability of such Seller to consummate the Purchase.

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**Section 2.5 Consents and Approvals.** The execution, delivery and performance by such Seller of this Agreement does not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority (other than filings and notifications required under Section 13 and Section 16 of the Exchange Act), except as would not reasonably be expected, individually or in the aggregate, to prevent or materially delay or materially impair the ability of such Seller to consummate the Purchase.

**Section 2.6 Brokers and Finders.** No Person acting on behalf or under the authority of such Seller is or shall be entitled to any broker's, finder's or similar fee or commission in connection with the transactions contemplated hereby.

**Section 2.7 Legal Proceedings.** As of the date hereof, there are no Proceedings pending or, to the knowledge of such Seller, threatened against such Seller relating to the ownership or transferability of such Seller's Symbotic Common Units, the shares of Symbotic Class V-1 Common Stock and the shares of Symbotic Class V-3 Common Stock or which if determined adversely to such Seller, would reasonably be expected, individually or in the aggregate, to prevent or materially delay or materially impair the ability of such Seller to consummate the Purchase.

**Section 2.8 Independent Appraisal.**

(a) Such Seller acknowledges that Purchaser may be in possession of material, nonpublic information relating to Symbotic and Symbotic Holdings and any of their respective Affiliates and Subsidiaries. Such Seller further acknowledges and agrees that Purchaser has no obligation to disclose to such Seller any such material, nonpublic information except as may be required for a representation and warranty of Purchaser hereunder to be accurate and correct. Such Seller further acknowledges that (i) it is not relying on there having been disclosed any such material or potentially material information which is not disclosed, and (ii) any such information may be materially adverse to such Seller's interests. Such Seller further acknowledges that it is prepared to sell the Subject Shares to Purchaser on the foregoing basis and hereby waives any right to rescind or invalidate the sale of the Subject Shares to Purchaser or to seek any damages or other remuneration from Purchaser based on the possession of any such material, nonpublic information by Purchaser.

(b) Such Seller acknowledges that it is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement, and that in consultation with experienced counsel and advisors of its choice, it has made its own due diligence analysis, credit analysis and decision to sell the Subject Shares, and that it is responsible for making its own evaluation of any information about the Subject Shares or Symbotic, Symbotic Holdings, Purchaser or their respective Affiliates and Subsidiaries that it may receive either directly or indirectly from Purchaser or otherwise. Such Seller acknowledges and agrees that none of Purchaser, Symbotic, Symbotic Holdings or any Affiliate, Subsidiary, trustee, partner, employee,

officer or director thereof (i) makes any representation or warranty or gives any undertaking of any kind, express or implied, as to, or accepts or assumes any responsibility or liability of any kind for, the accuracy, reliability, adequacy, completeness or reasonableness of any such information or any assumptions upon which such information is based except as specifically set forth in this Agreement or (ii) shall be under any obligation to provide access to or advise such Seller or any other Person of the existence of any additional information or to review, update or correct any inaccuracy in any information about the Subject Shares, Symbotic, Symbotic Holdings or Purchaser or their respective Affiliates or Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects (or any assumptions upon which such information is based) supplied by it or by any Person or otherwise reviewed by such Seller or its Affiliates or be otherwise liable to such Seller or any other Person with respect to any such information or assumptions.

**Section 2.9 No Other Representations or Warranties; Non-Reliance.** Except for the express written representations and warranties made by such Seller in this Article II, neither such Seller nor any other Person (including any of its or their respective Representatives) makes any express or implied representation or warranty regarding the Subject Shares, such Seller, Symbotic, Symbotic Holdings or any of their respective Affiliates or Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the transactions contemplated hereby, and such Seller expressly disclaims any other representation and warranties. Such Seller acknowledges and agrees that it has relied solely on the results of its and its Affiliates' and its and their respective Representatives' independent investigations, and neither such Seller nor any of its Affiliates or its or their respective Representatives has relied on and none are relying on any representations or warranties regarding Purchaser or its Affiliates or Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or by Purchaser's or its Affiliates' and Subsidiaries' respective Representatives in connection with this Agreement or the transactions contemplated hereby, other than the express written representations and warranties of Purchaser expressly set forth in Article III.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Sellers as of the execution and delivery of this Agreement (or as of such other date and time as may be expressly provided herein) as follows:

**Section 3.1 Organization and Power.** Purchaser is duly formed and validly existing in good standing under the laws of its jurisdiction of formation. Purchaser has the power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby in accordance with the terms hereof.

**Section 3.2 Authorization and Binding Effect.** The execution and delivery of this Agreement, the performance by Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby in accordance with the terms hereof have been duly authorized by all requisite action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and, assuming due execution and delivery by Sellers, constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles.

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**Section 3.3 No Conflict.** Neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby in accordance with the terms hereof, violates, conflicts with or results in a breach of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under (a) any provision of the organizational documents of Purchaser, (b) any of the terms, conditions or provisions of any material Contract to which Purchaser is a party, or by which Purchaser or any of its properties is bound or (c) any term or provision of any Law or Order applicable to Purchaser, except, in the case of clauses (b) and (c), as would not reasonably be expected, individually or in the aggregate, to prevent or materially delay or materially impair the ability of Purchaser to consummate the Purchase.

**Section 3.4 Consents and Approvals.** The execution, delivery and performance by Purchaser of this Agreement does not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority (other than filings and notifications required under Section 13 and Section 16 of the Exchange Act), except as would not reasonably be expected, individually or in the aggregate, to prevent or materially delay or materially impair the ability of Purchaser to consummate the Purchase.

**Section 3.5 Independent Appraisal.**

(a) Purchaser acknowledges that Sellers may be in possession of material, nonpublic information relating to Symbotic and Symbotic Holdings and any of their respective Affiliates and Subsidiaries. Purchaser further acknowledges and agrees that neither Seller has any obligation to disclose to Purchaser any such material, nonpublic information except as may be required for a representation and warranty of such Seller hereunder to be accurate and correct. Purchaser further acknowledges that (i) it is not relying on there having been disclosed any such material or potentially material information which is not disclosed, and (ii) any such information may be materially adverse to Purchaser's interests. Purchaser further acknowledges that it is prepared to purchase the Subject Shares from Sellers on the foregoing basis and hereby waives any right to rescind or invalidate the purchase of the Subject Shares from Sellers or to seek any damages or other remuneration from Sellers based on the possession of any such material, nonpublic information by Sellers.

(b) Purchaser acknowledges that it is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement, and that in consultation with experienced counsel and advisors of its choice, it has made its own due diligence analysis, credit analysis and decision to buy the Subject Shares, and that it is responsible for making its own evaluation of any information about the Subject Shares or Symbotic, Symbotic Holdings, Sellers or their respective Affiliates and Subsidiaries that it may receive either directly or indirectly from Sellers or otherwise. Purchaser acknowledges and agrees that none of Sellers, Symbotic, Symbotic Holdings or any Affiliate, Subsidiary, trustee, partner, employee, officer or director thereof (i) makes any representation or warranty or gives any undertaking of any kind, express or implied,

as to, or accepts or assumes any responsibility or liability of any kind for, the accuracy, reliability, adequacy, completeness or reasonableness of any such information or any assumptions upon which such information is based except as specifically set forth in this Agreement or (ii) shall be under any obligation to provide access to or advise Purchaser or any other Person of the existence of any additional information or to review, update or correct any inaccuracy in any information about the Subject Shares, Symbotic, Symbotic Holdings or any Seller or their respective Affiliates or Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects (or any assumptions upon which such information is based) supplied by it or by any Person or otherwise reviewed by Purchaser or its Affiliates or be otherwise liable to Purchaser or any other Person with respect to any such information or assumptions.

**Section 3.6 Accredited Investor.** Purchaser is an “accredited investor” within the meaning of Rule 501 of Regulation D of the Securities Act.

**Section 3.7 No Resale.** Purchaser’s purchase of the Subject Shares is for its own account for investment and not with a view to the distribution or resale thereof, except in compliance with the Securities Act and applicable state securities laws.

**Section 3.8 Brokers and Finders.** No Person acting on behalf or under the authority of Purchaser is or shall be entitled to any broker’s, finder’s or similar fee or commission in connection with the transactions contemplated hereby.

**Section 3.9 No Other Representations or Warranties; Non-Reliance.** Except for the express written representations and warranties made by Purchaser in this Article III, neither Purchaser nor any other Person (including any of its or their respective Representatives) makes any express or implied representation or warranty regarding Purchaser or any of its Affiliates or Subsidiaries or any of its or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the transactions contemplated hereby, and Purchaser expressly disclaims any other representation and warranties. Purchaser acknowledges and agrees that it has relied solely on the results of its and its Affiliates’ and its and their respective Representatives’ independent investigations, and neither Purchaser nor any of its Affiliates or its or their respective Representatives has relied on and none are relying on any representations or warranties regarding the Symbotic Common Units, the shares of Symbotic Class V-1 Common Stock, the shares of Symbotic Class V-3 Common Stock or the Subject Shares or Symbotic, Symbotic Holdings, Sellers or any of their respective Affiliates or Subsidiaries or any of their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects or by Sellers’ or their Affiliates’ and Subsidiaries’ respective Representatives in connection with this Agreement or the transactions contemplated hereby, other than the express written representations and warranties of Seller expressly set forth in Article II.



**ARTICLE IV  
COVENANTS**

**Section 4.1 Interim Restrictions.**

(a) Except as otherwise expressly required or permitted by this Agreement, each Seller covenants and agrees that, during the period from the Execution Date until the Closing, unless Purchaser shall otherwise approve in writing (such approval not to be unreasonably withheld, conditioned or delayed), such Seller will not:

(i) Transfer any of the Subject Shares;

(ii) knowingly take any actions or omit to take any actions that would, individually or in the aggregate, reasonably be expected to result in any of the conditions set forth in Section 1.3 not being satisfied; or

(iii) agree, authorize or commit to do any of the foregoing.

(b) Except as otherwise expressly required or permitted by this Agreement, Purchaser covenants and agrees that, during the period from the Execution Date until the Closing, unless Sellers shall otherwise approve in writing (such approval not to be unreasonably withheld, conditioned or delayed), Purchaser will not:

(i) knowingly take any actions or omit to take any actions that would, individually or in the aggregate, reasonably be expected to result in any of the conditions set forth in Section 1.3 not being satisfied; or

(ii) agree, authorize or commit to do any of the foregoing.

**Section 4.2 Redemption of Units.** Within one Business Day of the date hereof (or such later date as may be required under the Symbotic Holdings LLCA and Symbotic's Insider Trading Policy), each Seller shall submit a written notice of redemption (each, a "Notice of Redemption") to Symbotic Holdings, with a copy to each of Symbotic and Purchaser, in the form set forth in Exhibit B hereto and in compliance with the procedures set forth in the Symbotic Holdings LLCA, which notice shall specify that such Seller intends to have Symbotic Holdings redeem a number of Symbotic Common Units as set forth on Schedule 1, with a redemption date three Business Days after delivery of such Notice of Redemption to Symbotic Holdings. Each Seller shall not retract or modify its Notice of Redemption without the prior written consent of Purchaser. The redemption of Symbotic Common Units by Symbotic Holdings, the cancellation and retirement by Symbotic of the paired shares of Symbotic Class V-1 Common Stock and Symbotic Class V-3 Common Stock and issuance by Symbotic of the Subject Shares to Sellers pursuant to the terms of the Symbotic Holdings LLCA is referred to herein as the "Redemption." Each Seller shall use reasonable best efforts to enforce its rights under the Symbotic Holdings LLCA in order to effectuate the Redemption.

**Section 4.3 Lock-Up.**

(a) Subject to the Closing and Section 4.3(b), Sellers shall not, and shall direct each other member of the Cohen Group not to, Transfer any Lock-Up Shares for a period of six months following the Closing (such period, the "Lock-Up Period").

(b) Notwithstanding the provisions set forth in Section 4.3(a), the Cohen Group and their respective Permitted Transferees may Transfer the Lock-Up Shares during the Lock-Up Period: (i) to any member of the Cohen Group; (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; (v) as a charitable gift of up to \$50,000,000; (vi) to pay any income taxes or gift taxes (including, for the avoidance of doubt, taxes on the Transfer of the Lock-Up Shares otherwise permitted under this Section 4.3(b)); provided, however, that in the case of clauses (i) through (iii), any such permitted transferees must enter into a written agreement agreeing to be bound by these transfer restrictions.

(c) For avoidance of doubt, the restrictions set forth in Section 4.3(a) shall not apply to the establishment of any contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 (a "Rule 10b5-1 Plan") under the Exchange Act; provided, however, that no transfers prohibited under this Section 4.3 shall be made pursuant to a Rule 10b5-1 Plan prior to the expiration of the Lock-Up Period.

**Section 4.4 Compliance with Side Letter.** Purchaser acknowledges that it has been provided with a copy of the Side Letter, dated December 12, 2021 (the "Side Letter"), between Walmart Inc. and Richard B. Cohen, and that it agrees to comply with and be bound by the provisions set forth in Paragraph 2 thereof applicable to transferees of Interests (as defined in the Side Letter) as if it were a party thereto.

## ARTICLE V MISCELLANEOUS

**Section 5.1 Survival; Recourse.** The Parties, intending to modify applicable statutes of limitation, hereby acknowledge and agree that, except for this Article V, Exhibit A, the provisions that substantively define any related defined terms not substantively defined in Exhibit A, the representations set forth in Section 2.8, Section 2.9, Section 3.5, Section 3.6 and Section 3.9 and those other covenants and agreements set forth in this Agreement that by their terms apply, or that are to be performed in whole or in part, after the Closing (which other covenants and agreements shall survive the Closing for the period provided in such covenants and agreements, if any, or until fully performed, otherwise satisfied or waived), the representations, warranties, covenants and agreements in this Agreement, including rights in connection with, arising out of or otherwise related to any inaccuracy or breach of such representations, warranties, covenants and agreements, shall not survive the Closing; provided, however, that (i) the representations and warranties of Sellers contained in or made pursuant to Section 2.1, Section 2.2, Section 2.3, Section 2.4, Section 2.5, Section 2.6 and Section 2.7 and of Purchaser contained or made in Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.7, and Section 3.8 shall survive in full force and effect until twenty-four (24) months after the Closing Date and (ii) the representations and warranties of Sellers contained in or made pursuant to Section 2.8 and Section 2.9 and of Purchaser contained or made in Section 3.5, Section 3.6 and Section 3.9 shall survive in full force and effect indefinitely following the Closing Date. Neither Purchaser nor Sellers nor any other Person (including any of its or their respective Representatives) shall be liable for fraud in connection with the Purchase except in the case of actual and intentional common law fraud as defined under the Law of the State of Delaware (which, for the avoidance of doubt, does not include constructive fraud or other claims based on constructive knowledge, negligent misrepresentation, recklessness or similar theories) with respect to (i) in the case of Sellers, the express representations and warranties of Sellers in Article II and (ii) in the case of Purchaser, the express representations and warranties of Purchaser in Article III. Notwithstanding anything to the contrary in this Section 5.1, any Party shall be permitted to bring a claim for fraud (as described in the preceding sentence) until the date that is twenty-four (24) months after the Closing Date.

**Section 5.2 Notices.** Any notice, consent, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered personally to the Person or to an officer of the Person (as designated by such Person to receive any such notice or, in the absence of such designation, any officer of such Person) to whom the same is directed, (b) the next Business Day after being sent by nationally recognized overnight courier service (with tracking capability) or (c) when received if sent via e-mail at the following addresses; provided, that any 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 the foregoing clauses (a) and (b) of this Section 5.2:

if to The RBC Millennium Trust, to:

c/o Symbotic Inc.  
200 Research Drive  
Wilmington, MA 01887  
Attention: David A. Ladensohn  
Email:

with a copy (which shall not constitute notice) to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
United States of America  
Attention: Michael L. Fantozzi  
Email: MLFantozzi@mintz.com

if to the Richard B. Cohen Revocable Trust, to:

c/o Symbotic Inc.  
200 Research Drive  
Wilmington, MA 01887  
Attention: Richard B. Cohen  
Email:

with a copy (which shall not constitute notice) to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
United States of America  
Attention: Michael L. Fantozzi  
Email: MLFantozzi@mintz.com

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if to Purchaser, to:

SVF II Strategic Investments AIV LLC  
300 El Camino Real  
Menlo Park, CA 94025  
Attention: Legal  
Email: ssia-notice@softbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP  
Shin-Marunouchi Building, 29th Floor  
5-1, Marunouchi 1-Chome, Chiyoda-ku  
Tokyo, Japan 100-6529  
Attn: Kenneth A. Siegel  
Email: ksiegel@mofo.com

Morrison & Foerster LLP  
2100 L Street, NW  
Suite 900  
Washington, D.C. 20037  
Attn: David P. Slotkin  
Email: dslotkin@mofo.com

Morrison & Foerster LLP  
425 Market Street  
San Francisco, CA 94105-2482  
Attn: Eric T. McCrath  
Erik G. Knudsen  
Email: emccrath@mofo.com  
eknudsen@mofo.com

**Section 5.3 Interpretation.**

(a) The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

(b) Unless otherwise specified in this Agreement or the context otherwise requires: (i) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) any reference to the masculine, feminine or neuter gender includes all genders,

the plural includes the singular, and the singular includes the plural; (iii) all Preamble, Recital, Article, Section, clause, Exhibit and Schedule references used in this Agreement are to the preamble, recitals, articles, sections, clauses, exhibits and schedules to this Agreement; (iv) wherever the word “include,” “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”; (v) the word “or” is inclusive and not exclusive (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”), unless used in conjunction with “either” or the like; (vi) the term “date hereof” means the date first written above; (vii) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”; (viii)(A) any reference to “days” means calendar days unless Business Days are expressly specified and (B) any reference to “months” or “years” means calendar months or calendar years, respectively, in each case unless otherwise expressly specified; (ix) the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase does not mean simply “if”; and (x) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP.

(c) Unless otherwise specified in this Agreement, any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day.

(d) Unless otherwise specified in this Agreement or the context otherwise requires, all references to any (i) statute in this Agreement include the rules and regulations promulgated thereunder and all applicable guidance, guidelines, bulletins or policies issued or made in connection therewith by a Governmental Authority, and (ii) Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated or replaced as of the applicable date or during the applicable period of time.

(e) Unless otherwise specified in this Agreement, all references in this Agreement to (i) any Contract, other agreement, document or instrument (excluding this Agreement) mean such Contract, other agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules, exhibits and any other documents attached thereto or incorporated therein by reference, and (ii) this Agreement means this Agreement as amended or otherwise modified from time to time in accordance with Section 5.4.

(f) With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

(g) The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

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**Section 5.4 Amendments.** This Agreement may not be amended or modified, nor may compliance with any covenant set forth herein be waived, except by a writing duly and validly executed by the Parties, or in the case of a waiver, the Party waiving compliance.

**Section 5.5 Severability.** The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any Person or any circumstance, is illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**Section 5.6 Third Party Beneficiaries.** Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties or their respective successors and assigns any rights, remedies, or liabilities under or by reason of this Agreement.

**Section 5.7 Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. No Party may assign any of its rights or interests or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law, by transfer or otherwise, without the prior written consent of each other Party and any attempted or purported assignment or delegation in violation of this Section 5.7 shall be null and void.

**Section 5.8 Governing Law.** This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the state of Delaware without regard to the conflict of laws provisions, rules or principles thereof (or any other jurisdiction) to the extent that such provisions, rules or principles would direct a matter to another jurisdiction.

**Section 5.9 Specific Performance.** Each of the Parties acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a Party may have in equity or at law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement without necessity of posting a bond or other form of security. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at law.

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**Section 5.10 Jurisdiction; Venue; Waiver of Right to Jury Trial.** The Parties mutually consent and submit to the sole jurisdiction of the federal and state courts for New Castle County, Delaware, and agree that any action, suit or proceeding concerning this Agreement shall be brought only in the federal or state courts for New Castle County, Delaware, and irrevocably waive any objection to the laying of venue of any such action, suit or proceeding in such court or that any such court is an inconvenient forum; provided, however, that any Party may bring an equitable action pursuant to Section 5.9 in any court having jurisdiction. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION AND AGREE WILLINGLY TO ITS TERMS.

THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING CONCERNING THIS AGREEMENT.

**Section 5.11 Entire Agreement.** This Agreement (including the exhibits, schedules, documents and instruments referred to herein) constitutes the entire agreement, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

**Section 5.12 Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have or have caused this Agreement to be duly executed and delivered, all as of the date first written above.

**SELLERS:**

**THE RBC MILLENNIUM TRUST**

By: /s/ Janet L. Cohen  
Name: Janet L. Cohen  
Title: As Trustee (and not individually)

By: /s/ David A. Ladensohn  
Name: David A. Ladensohn  
Title: As Trustee (and not individually)

**RICHARD B. COHEN REVOCABLE TRUST**

By: /s/ Richard B. Cohen  
Name: Richard B. Cohen  
Title: As Trustee (and not individually)

**PURCHASER:**

**SVF II STRATEGIC INVESTMENTS AIV LLC**

By: /s/ Stephen Lam  
Name: Stephen Lam  
Title: Director

*[Signature Page to Stock Purchase Agreement]*



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## Exhibit A

### Definitions

For purposes of this Agreement, unless otherwise specified in this Agreement, the following terms have the meanings set forth in this Exhibit A:

(a) “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for purposes of this definition, the term “control” and the correlative meanings of the terms “controlled by” and “under common control with,” as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise); provided, that, for the avoidance of doubt, Symbotic, Symbotic Holdings and their respective Subsidiaries (or any Person that “controls” any of the foregoing), on the one hand, shall not be deemed to be “Affiliates” of SoftBank Group Corp., Purchaser and their respective Subsidiaries (or any Person that “controls” any of the foregoing), on the other hand;

(b) “Agreement” has the meaning set forth in the Preamble;

(c) “Business Day” means any day other than a Saturday, a Sunday or another day on which national banking associations in the State of New York are closed;

(d) “Closing” has the meaning set forth in Section 1.2(a);

(e) “Closing Date” has the meaning set forth in Section 1.2(a);

(f) “Cohen Group” means: (i) Richard B. Cohen, (ii) his Immediate Family, (iii) trusts for the benefit of Richard B. Cohen or his Immediate Family, (iv) charitable trusts, foundations or other charitable giving vehicles for which Richard B. Cohen or his Immediate Family retain voting control of the securities held thereby or ultimate beneficial ownership of the securities contributed thereto, (v) any of the transferees or assignees of the foregoing Persons for estate planning purposes for no (or nominal) consideration, (vi) the estates of any of the foregoing Persons and (vii) any other Person with respect to which any of the foregoing Persons holds, directly or indirectly, individually or with any other such Person, the majority of the beneficial ownership of any Lock-Up Shares;

(g) “Contract” means any legally binding agreement, lease, license, contract, note, mortgage, indenture, arrangement or other similar obligation;

(h) “Exchange Act” means the Securities Exchange Act of 1934;

(i) “Execution Date” has the meaning set forth in the Preamble;

(j) “Framework Agreement” has the meaning set forth in the Recitals;

(k) “Governmental Authority” means any federal, state, local or foreign government, governmental, regulatory or administrative authority, agency or commission, self-regulatory authority (including, for the avoidance of doubt, any stock exchange) or any court, tribunal or judicial or arbitral body, in each case of competent jurisdiction;

(l) “Immediate Family” means, with respect to any person, such person’s immediate family members (*e.g.*, a spouse, parent, child or sibling, whether by blood, marriage or adoption, or anyone residing in such person’s home) and their descendants and the spouses thereof;

(m) “Laws” means all applicable federal, state, local and foreign laws, statutes, ordinances and common law, and all rules, regulations, agency requirements, licenses and permits of any Governmental Authority;

(n) “Lien” means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable Law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction;

(o) “Lock-Up Period” has the meaning set forth in Section 4.3(a);

(p) “Lock-Up Shares” means, with respect to any member of the Cohen Group (i) any Symbotic Common Units or Symbotic Common Shares held by such Person as of the Closing and (ii) any Symbotic Common Shares received pursuant to a direct exchange or redemption of Symbotic Common Units held by such Person as of the Closing;

(q) “Notice of Redemption” has the meaning set forth in Section 4.2;

(r) “Order” means any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case whether preliminary or final);

(s) “Parties” has the meaning set forth in the Preamble;

(t) “Permitted Transferees” means, with respect to any member of the Cohen Group, a Person to whom such member of the Cohen Group is permitted to Transfer Lock-Up Shares prior to the expiration of the Lock-Up Period pursuant to Section 4.3(b) and any other applicable agreement between such Person and Symbotic or Symbotic Holdings, and any transferee thereafter;

(u) “Person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Authority or other entity of any kind or nature;

(v) “Proceeding” means any action, cause of action, claim, demand, litigation, suit, investigation by a Governmental Authority, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise;

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(w) “Purchase” has the meaning set forth in Section 1.2(a);

(x) “Purchase Price” has the meaning set forth in Section 1.1;

(y) “Purchaser” has the meaning set forth in the Preamble;

(z) “Redemption” has the meaning set forth in Section 4.2;

(aa) “Representative” means, with respect to any Person, any trustee, director, principal, partner, manager, member (if such Person is a member-managed limited liability company or similar entity), employee (including any officer), consultant, investment banker, financial advisor, legal counsel, attorney-in-fact, accountant or other advisor, agent or other representative of such Person, in each case acting in their capacity as such;

(bb) “Rule 10b5-1 Plan” has the meaning set forth in Section 4.3(c);

(cc) “Securities Act” means the Securities Act of 1933;

(dd) “Seller(s)” has the meaning set forth in the Preamble;

(ee) “Side Letter” has the meaning set forth in Section 4.4;

(ff) “Subject Shares” has the meaning set forth in Section 1.1;

(gg) “Subsidiary” means, with respect to any Person, any other Person of which at least a majority of (i) the securities or ownership interests of such other Person having by their terms ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions or (ii) the equity or ownership interests of such other Person, in each case, is directly or indirectly owned or controlled by such first Person and/or by one or more of its Subsidiaries;

(hh) “Symbotic” has the meaning set forth in the Recitals;

(ii) “Symbotic Class A Common Stock” has the meaning set forth in the Recitals;

(jj) “Symbotic Class V-1 Common Stock” has the meaning set forth in the Recitals;

(kk) “Symbotic Class V-3 Common Stock” has the meaning set forth in the Recitals;

(ll) “Symbotic Common Shares” means shares of Symbotic Class A Common Stock, Symbotic Class V-1 Common Stock and Symbotic Class V-3 Common Stock;

(mm) “Symbotic Common Units” has the meaning set forth in the Recitals;

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(nn) “Symbotic Holdings” has the meaning set forth in the Preamble;

(oo) “Symbotic Holdings LLCA” has the meaning set forth in the Recitals;

(pp) “Transfer” means the: (i) sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii); and

(qq) “Trust Agreement” has the meaning set forth in Section 2.1.

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**Exhibit B**

**Form of Notice of Redemption**

**(see attached)**

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**REDEMPTION NOTICE**

Date of Redemption Notice:

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Symbotic Holdings LLC  
200 Research Drive  
Wilmington, MA 01887  
Attention: Corey Dufresne  
Email: cdufresne@symbotic.com

CC: Symbotic Inc.

Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004  
Robert W. Downes (downesr@sullcrom.com)  
George Sampas (sampasg@sullcrom.com)  
Matthew B. Goodman (goodmanm@sullcrom.com)

Reference is made to that certain Second Amended and Restated Limited Liability Company Agreement of Symbotic Holdings LLC (the "Company"), dated as of June 7, 2022 (the "LLC Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the LLC Agreement.

1. Tax Matters. The undersigned Redeeming Member has consulted with such Member's own legal, tax and financial advisors regarding the tax consequences of the redemption contemplated herein and hereby represents and warrants that such Member has not relied upon any express or implied advice, representation or warranty from the Company relating thereto.
2. Redeemed Units. The undersigned Redeeming Member intends to have the Company redeem the following number of Common Units of the Company: [•] Common Units. The undersigned Redeeming Member intends to transfer to Symbotic Inc. ("Pubco") [•] paired shares of Class V-1 Common Stock of Pubco and [•] paired shares of Class V-3 Common Stock of Pubco in connection with such redemption for cancellation and retirement by Pubco.
3. Redemption Date. This exercise of the undersigned Redeeming Member's Redemption Right shall be completed on the following date:  
\_\_\_\_\_ [to insert a date that is three Business Days after delivery of this Redemption Notice].

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Signature:

\_\_\_\_\_

[Trust]

\_\_\_\_\_

Name(s) of Authorized Signatory(ies)

\_\_\_\_\_

Title(s) of Authorized Signatory(ies)

Mailing Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address for Notices:

\_\_\_\_\_

**Schedule 1**

**Symbotic Common Units and Symbotic Common Shares Held by Sellers and to be Redeemed, Cancelled and Retired and Purchased**

<b>Seller</b>	<b>Symbotic Common Units Held as of the Execution Date</b>	<b>Shares of Symbotic Class V-1 Common Stock Held as of the Execution Date</b>	<b>Shares of Symbotic Class V-3 Common Stock Held as of the Execution Date</b>	<b>Shares of Symbotic Class A Common Stock to be Sold and Symbotic Common Units to be Redeemed</b>	<b>Shares of Symbotic Class V-1 Common Stock to be Cancelled and Retired</b>	<b>Shares of Symbotic Class V-3 Common Stock to be Cancelled and Retired</b>	<b>Price Per Share</b>	<b>Aggregate Purchase Price</b>
The RBC Millennium Trust	167,907,377	6,362,808	161,544,569	14,260,250	6,362,808	7,897,442	\$ 28.05	\$400,000,000.00
Richard B. Cohen Revocable Trust	7,029,644	2,058,420	4,971,224	3,565,062	2,058,420	1,506,642	\$ 28.05	\$100,000,000.00
<b>Totals</b>	<b>174,937,021</b>	<b>8,421,228</b>	<b>166,515,793</b>	<b>17,825,312</b>	<b>8,421,228</b>	<b>9,404,084</b>	<b>\$ 28.05</b>	<b>\$500,000,000.00</b>