

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

AMENDMENT NO. 3
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933
NextGen Acquisition Corporation*
(Exact Name of Registrant as Specified in Its Charter)

Cayman Islands*

(State or other jurisdiction of
incorporation or organization)

3711

(Primary Standard Industrial
Classification Code Number)

98-1550505

(I.R.S. Employer
Identification Number)

2255 Glades Road, Suite 324A
Boca Raton, FL 33431
(561) 208-8860

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Patrick Ford
Chief Financial Officer and Secretary
c/o NextGen Acquisition Corporation
2255 Glades Road, Suite 324A
Boca Raton, FL 33431
(561) 208-8860

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Howard L. Ellin, Esq.
David J. Goldschmidt, Esq.
June S. Dipchand, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
(212) 375-3000

Dave Peinsipp
Dave Young
Kristin VanderPas
Garth Osterman
Cooley LLP
101 California Street, 5th Floor
San Francisco, CA 94111
(415) 693-2000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement is declared effective and all other conditions to the Business Combination described in the enclosed proxy statement/prospectus have been satisfied or waived.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered ⁽¹⁾ (2)	Proposed maximum offering price per share security	Proposed maximum aggregate offering price	Amount of registration fee
Common stock, \$0.0001 par value ⁽³⁾	46,875,000	\$ 9.89 ⁽⁴⁾	\$ 463,593,750	\$ 50,578
Redeemable warrants ⁽⁵⁾	18,333,334	\$ 12.80 ⁽⁶⁾	\$ 234,666,675	\$ 25,602
Common stock issuable upon exercise of the warrants ⁽⁷⁾	18,333,334	— ⁽⁸⁾	—	—
Common stock ⁽⁹⁾	147,281,416	\$ 9.89 ⁽⁴⁾	\$ 1,456,613,204	\$ 158,917
Total			<u>\$ 2,154,873,629</u>	<u>235,097⁽¹⁰⁾</u>

- (1) Immediately prior to the consummation of the Merger described in the proxy statement/prospectus forming part of this registration statement (the “proxy statement/prospectus”), NextGen Acquisition Corporation, a Cayman Islands exempted company (“NextGen”), intends to effect a deregistration under Section 206 of the Cayman Islands Companies Act (As Revised) and a domestication under Section 388 of the Delaware General Corporation Law, pursuant to which NextGen’s jurisdiction of incorporation will be changed from the Cayman Islands to the State of Delaware (the “Domestication”). All securities being registered will be issued by NextGen (after the Domestication), the continuing entity following the Domestication, which will be renamed “Xos, Inc.” (“New Xos”), as further described in the proxy statement/prospectus. As used herein, “New Xos” refers to NextGen after the Domestication, including after such change of name.
- (2) Pursuant to Rule 416(a) of the Securities Act, there are also being registered an indeterminable number of additional securities as may be issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (3) The number of shares of common stock of New Xos being registered represents (i) 37,500,000 Class A ordinary shares that were registered pursuant to NextGen’s Registration Statement on Form S-1 (File No. 333-248921) (the “IPO Registration Statement”) and offered by NextGen in its initial public offering and (ii) 9,375,000 Class B ordinary shares that were issued prior to NextGen’s initial public offering. NextGen’s outstanding Class A ordinary shares and Class B ordinary shares will be automatically converted by operation of law into shares of New Xos common stock following the Domestication.
- (4) Estimated solely for the purpose of calculating the registration fee, based on the average of the high and low prices of the Class A ordinary shares of NextGen (the company to which New Xos will succeed following the Domestication) on the Nasdaq Capital Market (“Nasdaq”) on May 12, 2021 (\$9.89 per Class A ordinary share) (such date being within five business days of the date that this registration statement was first filed with the Securities and Exchange Commission (the “SEC”). This calculation is in accordance with Rule 457(f)(1) of the Securities Act of 1933, as amended (the “Securities Act”).
- (5) The number of warrants to acquire shares of New Xos common stock being registered represents (i) 12,500,000 redeemable warrants to purchase Class A ordinary shares that were registered pursuant to the IPO Registration Statement and offered by NextGen in its initial public offering and (ii) 6,333,334 warrants to purchase Class A ordinary shares that were issued in a private placement concurrently with NextGen’s initial public offering to NextGen Sponsor LLC (the “Sponsor”). Such warrants will automatically be converted by operation of law into warrants to purchase shares of New Xos common stock following the Domestication.
- (6) Estimated solely for the purpose of calculating the registration fee, and represents the sum of (i) the average of the high and low prices of the public warrants of NextGen (the company to which New Xos will succeed following the Domestication) on Nasdaq on May 12, 2021 (\$1.30 per warrant) (such date being within five business days of the date that this registration statement was first filed with the SEC) and (ii) the exercise price of \$11.50 per share of common stock issuable upon exercise of such public warrants. This calculation is in accordance with Rule 457(f)(1) and 457(i) of the Securities Act.
- (7) Represents shares of New Xos common stock to be issued upon the exercise of (i) 12,500,000 redeemable warrants to purchase Class A ordinary shares of NextGen that were registered pursuant to the IPO Registration Statement and offered by NextGen in its initial public offering and (ii) 6,333,334 warrants to purchase Class A ordinary shares that were issued in a private placement concurrently with NextGen’s initial public offering. Such warrants will automatically be converted by operation of law into warrants to purchase shares of New Xos common stock following the Domestication.
- (8) No additional registration fee is payable pursuant to Rule 457(i).
- (9) The number of shares of common stock of New Xos being registered represents the sum of (a) 127,630,833 shares of New Xos common stock issuable upon consummation of the Business Combination described herein (which number represents the maximum number of shares issuable pursuant to options to purchase shares of New Xos common stock) and (b) up to 19,650,583 shares of New Xos common stock that may be issued after the consummation of the Business Combination pursuant to the earn-out provisions of the Merger Agreement described herein.
- (10) The filing fee has previously been paid.
- * Prior to the consummation of the Merger described herein, the Registrant intends to effect the Domestication. All securities being registered will be issued by NextGen Acquisition Corporation (after the Domestication), the continuing entity following the Domestication, which will be renamed “Xos, Inc.”

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the registration statement shall become effective on such date as the SEC, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

NextGen Acquisition Corporation is filing this Amendment No. 3 to its registration statement on Form S-4 (File No. 333-256168) as an exhibit-only filing. Accordingly, this amendment consists only of the facing page, this explanatory note, Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits (Nos. 2.2, 4.6, 5.1 and 8.1). The remainder of the Registration Statement is unchanged and has therefore been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of directors and officers.

Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, civil fraud or the consequences of committing a crime. NextGen's amended and restated memorandum and articles of association provided for indemnification of NextGen's officers and directors to the maximum extent permitted by law, including for any liability incurred in their capacities as such, except through their own actual fraud, willful default or willful neglect.

NextGen has entered into agreements with NextGen's officers and directors to provide contractual indemnification in addition to the indemnification provided for in NextGen's amended and restated memorandum and articles of association. NextGen has purchased a policy of directors' and officers' liability insurance that insures NextGen's officers and directors against the cost of defense, settlement or payment of a judgment in some circumstances and insures us against NextGen's obligations to indemnify NextGen's officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, NextGen has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 21. Exhibits and Financial Statements Schedules.

(a) Exhibits.

Exhibit Number	Description
2.1+	Agreement and Plan of Merger, dated as of February 21, 2021, as amended on May 14, 2021, by and among the Registrant, Sky Merger Sub I, Inc. and Xos, Inc. (included as Annex A to the proxy statement/prospectus).
2.2	Plan of Domestication, dated as of July 26, 2021.
2.3 ⁽¹⁾	Amendment to the Agreement and Plan of Merger, dated as of May 14, 2021.
3.1	Amended and Restated Memorandum and Articles of Association of the Registrant (included as Annex H to the proxy statement/prospectus).
3.2	Form of Certificate of Incorporation of New Xos, to become effective upon Domestication (included as Annex I to the proxy statement/prospectus).
3.3	Form of Bylaws of New Xos, to become effective upon Domestication (included as Annex J to the proxy statement/prospectus).
4.1 ⁽²⁾	Specimen Unit Certificate of NextGen Acquisition Corporation.
4.2 ⁽³⁾	Specimen Class A Ordinary Share Certificate of NextGen Acquisition Corporation.
4.3 ⁽⁴⁾	Specimen Warrant Certificate of NextGen Acquisition Corporation.
4.4 ⁽⁵⁾	Warrant Agreement, dated October 6, 2020, between the Registrant and Continental Stock Transfer & Trust Company, as warrant agent.
4.5*	Specimen Common Stock Certificate of New Xos.
4.6	Form of Certificate of Corporate Domestication of New Xos, to be filed with the Secretary of the State of Delaware.
5.1	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP.
8.1	Tax Opinion of Skadden, Arps, Slate, Meagher & Flom LLP.
10.1	Sponsor Support Agreement, dated February 21, 2021, by and among NextGen Sponsor LLC, the Registrant, each officer and director of the Registrant and Xos, Inc. (included as Annex B to the proxy statement/prospectus).

Exhibit Number	Description
10.2	Xos Stockholder Support Agreement, dated February 21, 2021, by and among the Registrant, Xos, Inc. and certain stockholders of Xos, Inc. (included as Annex C to the proxy statement/prospectus).
10.3	Form of Subscription Agreement, by and between the Registrant and the undersigned subscriber party thereto (included as Annex D to the proxy statement/prospectus).
10.4	Form of Amended and Restated Registration Rights Agreement, by and among New Xos, NextGen Sponsor LLC and certain former stockholders of Xos, Inc. (included as Annex E to the proxy statement/prospectus).
10.5 ⁽⁶⁾	Promissory Note, dated July 31, 2020, issued to NextGen Sponsor LLC.
10.6 ⁽⁵⁾	Letter Agreement, dated October 6, 2020, among the Registrant, NextGen Sponsor LLC and the Registrant's officers and directors.
10.7 ⁽⁵⁾	Investment Management Trust Agreement, dated October 6, 2020, between the Registrant and Continental Stock Transfer & Trust Company, as trustee.
10.8 ⁽⁵⁾	Administrative Services Agreement, dated October 6, 2020, between the Registrant and Glen Capital Partners LLC.
10.9 ⁽⁵⁾	Sponsor Warrants Purchase Agreement, dated October 5, 2020, between the Registrant and NextGen Sponsor LLC.
10.10 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and George M. Mattson.
10.11 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and Gregory L. Summe.
10.12 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and Patrick T. Ford.
10.13 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and S. Sara Mathew.
10.14 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and Jeffery M. Moslow.
10.15 ⁽⁵⁾	Indemnity Agreement, dated October 6, 2020, between the Registrant and Josef H. von Rickenbach.
10.16 ⁽⁷⁾	Form of Lock-Up Agreement by and among certain former stockholders of Xos, Inc.
10.17 ⁽⁸⁾	Promissory Note, dated March 29, 2021, issued to NextGen Sponsor LLC.
10.18	Form of Xos, Inc. 2021 Equity Incentive Plan and forms of agreements thereunder (included as Annex F to the proxy statement/prospectus).
10.19	Form of Xos, Inc. 2021 Employee Stock Purchase Plan and forms of agreements thereunder (included as Annex G to the proxy statement/prospectus).
21.1*	List of subsidiaries of the Registrant.
23.1*	Consent of Marcum LLP.
23.2*	Consent of WithumSmith+Brown, PC.
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included as part of Exhibit 5.1).
24.1*	Power of Attorney (included on the signature page of this Registration Statement).
99.1*	Form of Proxy Card for the Registrant's Extraordinary General Meeting.
99.2*	Consent of George Mattson to be named as a director.
99.3*	Consent of Dakota Semler to be named as a director.
99.4*	Consent of Giordano Sordoni to be named as a director.
99.5*	Consent of S. Sara Mathew to be named as a director.
99.6*	Consent of Ed Rapp to be named as a director.
99.7*	Consent of Burt Jordan to be named as a director.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

* Previously filed.

+ Schedules and exhibits have been omitted pursuant to Item 601 (b)(2) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

(1) Incorporated by reference to the Registrant's Current Report on Form 8-K filed on May 14, 2021.

(2) Incorporated by reference to Exhibit 4.1 filed with the Form S-1 filed by the Registrant on October 18, 2020.

- (3) Incorporated by reference to Exhibit 4.2 filed with the Form S-1 filed by the Registrant on October 18, 2020.
- (4) Incorporated by reference to Exhibit 4.3 filed with the Form S-1 filed by the Registrant on October 18, 2020.
- (5) Incorporated by reference to the Registrant's Current Report on Form 8-K filed on October 9, 2020.
- (6) Incorporated by reference to Exhibit 10.1 filed with the Form S-1 filed by the Registrant on October 18, 2020.
- (7) Incorporated by reference to the Registrant's Current Report on Form 8-K filed on February 22, 2021.
- (8) Incorporated by reference to the Registrant's Annual Report on Form 10-K/A filed on May 14, 2021.

Item 22. Undertakings.

1. The undersigned Registrant hereby undertakes:

To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; and

That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment that contains a form of prospectus will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, will be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

2. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

3. The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145 (c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

4. The registrant undertakes that every prospectus: (1) that is filed pursuant to the immediately preceding paragraph, or (2) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415 under the Securities Act, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

5. The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the Registration Statement through the date of responding to the request.

6. The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the Registration Statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 28th day of July, 2021.

NEXTGEN ACQUISITION CORPORATION

By: /s/ Gregory L. Summe
Name: Gregory L. Summe
Title: Co-Chairman and Director

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENT, that each person whose signature appears below constitutes and appoints George N. Mattson and Gregory L. Summe as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or and in his or her name, place and stead, in any and all capacities, to sign one or more Registration Statements on Form S-4, or other appropriate form, and all amendments thereto, including post-effective amendments, of NextGen Acquisition Corporation and to file the same, with any exhibits thereto, with the Securities and Exchange Commission, or any state securities department or any other federal or state agency or governmental authority granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George N. Mattson</u> George N. Mattson	Co-Chairman and Director	July 28, 2021
<u>/s/ Gregory L. Summe</u> Gregory L. Summe	Co-Chairman and Director	July 28, 2021
<u>/s/ Patrick T. Ford</u> Patrick T. Ford	Chief Financial Officer and Secretary (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	July 28, 2021
<u>/s/ S. Sara Mathew</u> S. Sara Mathew	Director	July 28, 2021
<u>/s/ Jeffrey M. Moslow</u> Jeffrey M. Moslow	Director	July 28, 2021
<u>/s/ Josef H. von Rickenbach</u> Josef H. von Rickenbach	Director	July 28, 2021

PLAN OF DOMESTICATION

This PLAN OF DOMESTICATION (the “Plan of Domestication”) is made on July 26, 2021 and sets forth the terms pursuant to which NextGen Acquisition Corporation, a Cayman Islands exempted company limited by its shares (“NextGen”), shall effect a domestication and become a Delaware corporation (the “Domestication”) to be known as Xos, Inc., pursuant to Section 388 of the General Corporation Law of the State of Delaware (the “DGCL”).

RECITALS

WHEREAS, NextGen is a Cayman Islands exempted company limited by its shares duly formed and validly existing under the laws of the Cayman Islands;

WHEREAS, the Board of Directors of NextGen (the “Board”) has determined that it is advisable and in the best interests of NextGen that NextGen become domesticated and continue to exist as a Delaware corporation in accordance with Section 388 of the DGCL; and

WHEREAS, pursuant to Section 388(h) of the DGCL, the Board has duly approved, authorized, adopted, ratified and confirmed the Domestication.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, NextGen agrees as follows:

1. Domestication. Upon the filing of a certificate of corporate domestication in the form attached hereto as Exhibit A (the “Certificate of Domestication”), and a certificate of incorporation in the form attached hereto as Exhibit B (the “Certificate of Incorporation”) with the Secretary of State of the State of Delaware pursuant to Sections 103 and 388 of the DGCL (the “Effective Time”), NextGen shall become domesticated as a Delaware corporation pursuant to Section 388 of the DGCL, under the name “Xos, Inc.” (the “Corporation”), and shall be deemed to be the same entity as NextGen. NextGen shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Domestication shall not be deemed to constitute a dissolution of NextGen and shall constitute a continuation of the existence of NextGen in the form of a Delaware corporation.

2. Conversion of Securities. As a result of and at the Effective Time, pursuant to the Domestication:

- (a) each of the then issued and outstanding Class A ordinary shares, par value \$0.0001 per share, of NextGen shall convert automatically, on a one-for-one basis, into a share of Common Stock, par value \$0.0001 per share, of the Corporation (“Common Stock”) having the rights, powers and privileges, and the obligations, set forth in the Certificate of Incorporation;
-

- (b) each of the then issued and outstanding Class B ordinary shares, par value \$0.0001 per share, of NextGen shall convert automatically, on a one-for-one basis, into a share of Common Stock having the rights, powers and privileges, and the obligations, set forth in the Certificate of Incorporation;
- (c) each of the then issued and outstanding warrants of NextGen shall convert automatically into a warrant to acquire one share of Common Stock, pursuant to the Warrant Agreement, dated October 6, 2020, between NextGen and Continental Stock Transfer & Trust Company, as warrant agent; and
- (d) each of the then issued and outstanding units of NextGen that has not been previously separated into the underlying Class A ordinary share and underlying warrant of NextGen shall be cancelled and shall convert automatically into one share of Common Stock and one-third of one warrant to acquire one share of Common Stock.

3. **Tax Matters.** For United States federal income tax purposes, the Domestication is intended to qualify as a “reorganization” within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and this Plan of Domestication is intended to constitute a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

4. **Governing Documents.** (a) At the Effective Time, the Amended and Restated Memorandum and Articles of Association of NextGen as adopted on October 6, 2020, shall be amended and replaced in their entirety with the By-Laws (as defined below) and shall be of no further force or effect, and (b) from and after the Effective Time, the Certificate of Incorporation, in the form attached hereto as Exhibit B, and the By-Laws of the Corporation, in the form attached hereto as Exhibit C (the “By-Laws”), shall govern the affairs of the Corporation and the conduct of its business, until thereafter amended in accordance with the DGCL and their respective terms.

5. **Board of Directors.** Each member of the Board as of immediately prior to the Effective Time shall be a director of the Corporation from and after the Effective Time, each of whom shall serve as directors of the Corporation until such time as their respective successors have been duly elected and qualified, or until such director’s earlier removal, resignation, death or disability, in each case, in accordance with the DGCL, the Certificate of Incorporation and the By-Laws.

6. **Officers.** Each officer of NextGen as of immediately prior to the Effective Time shall be an officer of the Corporation from and after the Effective Time and shall retain the same title with the Corporation from and after the Effective Time as such officer had with NextGen immediately prior to the Effective Time, each of whom shall serve until such time as their respective successors have been designated by the Board, or until such officer’s earlier removal, resignation, death or disability, in each case, in accordance with the DGCL, the Certificate of Incorporation and the By-Laws.

7. Effects of Domestication. Immediately upon the Effective Time, the Domestication shall have the effects set forth in Section 388 of the DGCL, including, without limitation, all of the rights, privileges and powers of NextGen, and all property, real, personal and mixed, and all debts due to NextGen, as well as all other things and causes of action belonging to NextGen, shall remain vested in the Corporation and shall be the property of the Corporation and the title to any real property vested by deed or otherwise in NextGen shall not revert or be in any way impaired by reason of the DGCL. Following the Domestication, all rights of creditors and all liens upon any property of NextGen shall be preserved unimpaired, and all debts, liabilities and duties of NextGen shall remain attached to the Corporation, and may be enforced against the Corporation to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by the Corporation. The rights, privileges, powers and interests in property of NextGen, as well as the debts, liabilities and duties of NextGen, shall not be deemed, as a consequence of the Domestication, to have been transferred to the Corporation for any purpose of the laws of the State of Delaware, including the DGCL.

8. Further Assurances. If at any time the Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to carry out the purposes of this Plan of Domestication, NextGen and its directors and authorized officers shall be deemed to have granted to the Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Corporation and otherwise to carry out the purposes of this Plan of Domestication, and the directors and authorized officers of the Corporation are fully authorized in the name of NextGen or otherwise to take any and all such action.

9. Amendment or Termination. This Plan of Domestication may be amended or terminated at any time before the Effective Time by action of the Board.

10. Governing Law. This Plan of Domestication shall be governed by and construed in accordance with the laws of the State of Delaware, including the DGCL, without giving effect to any choice of law or conflict of law provisions or rule (except to the extent that the laws of the Cayman Islands govern the Domestication) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, this Plan of Domestication has been duly executed and delivered by a duly authorized officer of NextGen as of the date first written above.

NEXTGEN ACQUISITION CORPORATION

By: /s/ Patrick T. Ford

Name: Patrick Ford

Title: Chief Financial Officer and Secretary

[Signature Page to the Plan of Domestication]

Certificate of Domestication

[intentionally omitted]

Certificate of Incorporation

[intentionally omitted]

By-Laws

[intentionally omitted]

**CERTIFICATE OF DOMESTICATION
OF
NEXTGEN ACQUISITION CORPORATION**

Pursuant to Sections 103 and 388 of the General
Corporation Law of the State of Delaware

NextGen Acquisition Corporation, a Cayman Islands exempted company limited by its shares (the "Corporation"), which intends to domesticate as a Delaware corporation pursuant to this Certificate of Domestication, does hereby certify to the following facts relating to the domestication of the Corporation in the State of Delaware:

1. The Corporation was originally incorporated on the 29th day of July, 2020 under the laws of the Cayman Islands.
 2. The name of the Corporation immediately prior to the filing of this Certificate of Domestication is NextGen Acquisition Corporation.
 3. The name of the Corporation as set forth in the Certificate of Incorporation is Xos, Inc.
 4. The jurisdiction that constituted the seat, siege social or principal place of business or central administration of the Corporation immediately prior to the filing of this Certificate of Domestication is the Cayman Islands.
 5. The domestication has been approved in the manner provided for by the document, instrument, agreement or other writing, as the case may be, governing the internal affairs of the Corporation and the conduct of its business or by applicable non-Delaware law, as appropriate.
 6. Pursuant to Section 103(d) of the Delaware General Corporation Law, this Certificate of Domestication shall be effective upon filing with the Secretary of State of the State of Delaware.
-

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Domestication to be executed in its name this day of , 2021.

NEXTGEN ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 ONE MANHATTAN WEST
 NEW YORK, NY 10001

TEL: (212) 735-3000
 FAX: (212) 735-2000
 www.skadden.com

FIRM/AFFILIATE
 OFFICES
 BOSTON
 CHICAGO
 HOUSTON
 LOS ANGELES
 PALO ALTO
 WASHINGTON, D.C.
 WILMINGTON
 BEIJING
 BRUSSELS
 FRANKFURT
 HONG KONG
 LONDON
 MOSCOW
 MUNICH
 PARIS
 SÃO PAULO
 SEOUL
 SHANGHAI
 SINGAPORE
 TOKYO
 TORONTO

July 27, 2021

NextGen Acquisition Corporation
 2255 Glades Road, Suite 324A
 Boca Raton, FL 33431

RE: NextGen Acquisition Corporation
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special United States counsel to NextGen Acquisition Corporation, a Cayman Islands exempted company limited by shares (the “Company”), in connection with the Registration Statement (as defined below), relating to, among other things, (i) the merger (the “Merger”) of Sky Merger Sub I, Inc., a Delaware corporation and direct wholly owned subsidiary of the Company (“Merger Sub”), with and into Xos, Inc., a Delaware corporation (“Xos”), with Xos surviving the Merger as a wholly owned subsidiary of the Company, pursuant to the terms of the Agreement and Plan of Merger, dated as of February 21, 2021, as amended on May 14, 2021 (the “Merger Agreement”), by and among the Company, Merger Sub and Xos, and (ii) the proposal of the Company to change its jurisdiction of incorporation by deregistering as an exempted company in the Cayman Islands and domesticating as a Delaware corporation pursuant to Section 388 of the General Corporation Law of the State of Delaware (the “DGCL”) (the “Domestication”), subject to the approval thereof by the shareholders of the Company.

Prior to the Merger, in connection with the Domestication, the Company will change its jurisdiction of incorporation by effecting a deregistration under the Cayman Islands Companies Act (As Revised) and a domestication under Section 388 of the DGCL and, in connection therewith, the Company will file the Certificate of Domestication (as defined below) simultaneously with the Certificate of Incorporation (as defined below), in each case, in respect of the Company with the Secretary of State of the State of Delaware (the “DE Secretary of State”). We refer herein to the Company following effectiveness of the Domestication and/or the Merger as “New Xos.” Upon the Certificate of Domestication and the Certificate of Incorporation becoming effective under Section 103 of the DGCL (the “Effective Time”), among other things, pursuant to the Plan of Domestication (as defined below), (i) each of the then issued and outstanding Class A ordinary shares, par value \$0.0001 per share, of the Company (the “Company Class A ordinary shares”) will convert automatically, on a one-for-one basis, into a share of common stock, par value \$0.0001 per share, of New Xos (the “New Xos Common Stock”), (ii) each of the then issued and outstanding warrants of the Company (the “Company Warrants”) will convert automatically into a warrant to acquire one share of New Xos Common Stock (the “New Xos Warrants”), and (iii) each of the then issued and outstanding units of the Company (the “Company Units”) that has not been previously separated into the underlying Company Class A ordinary shares and underlying Company Warrants will be cancelled and will convert automatically into one share of New Xos Common Stock and one-third of one New Xos Warrant.

As a result of and upon the closing of the Merger (the “Closing”), among other things, (i) all issued and outstanding shares of common stock, par value \$0.0001 per share, of Xos (“Xos Common Stock”) as of immediately prior to the effective time of the Merger or resulting from the Company Preferred Conversion (as defined in the Merger Agreement) (other than (x) Treasury Shares (as defined in the Merger Agreement), (y) Dissenting Shares (as defined in the Merger Agreement), and (z) any shares of Xos Common Stock subject to Xos Awards (as defined below)) held by a shareholder of Xos, will be cancelled and will convert automatically into the right to receive the applicable portion of the Aggregate Merger Consideration (as defined in the Merger Agreement) equal to (a) the Exchange Ratio (as defined in the Merger Agreement), multiplied by (b) the number of shares of Xos Common Stock held by such holder, and (ii) each holder of (a) Xos Common Stock as of immediately prior to the effective time of the Merger or resulting from the Company Preferred Conversion, (b) Xos Options (as defined below) as of immediately prior to the effective time of the Merger or (c) Xos RSU Awards (as defined below) as of immediately prior to the effective time of the Merger, will be eligible to receive any Earnout Shares (as defined in the Merger Agreement) that may be due and issuable pursuant to the Merger Agreement, in each case, as determined pursuant to Sections 3.1, 3.2, 3.3 and 3.4 of the Merger Agreement (the “New Xos Merger Shares”).

In addition, as a result of the Closing, (i) each option to purchase Xos Common Stock (the “Xos Options”) that is outstanding immediately prior to the effective time of the Merger, whether vested or unvested, will be converted into the right to receive an option relating to the New Xos Common Stock, upon substantially the same terms and conditions as are in effect with respect to such Xos Option immediately prior to the effective time of the Merger; (ii) each share of Xos Common Stock granted under the Xos incentive plan that is subject to vesting or forfeiture (the “Xos Restricted Stock Awards”) that is outstanding immediately prior to the effective time of the Merger shall be converted into the right to receive, restricted shares of New Xos Common Stock, with substantially the same terms and conditions as were applicable to such Xos Restricted Stock Awards immediately prior to the effective time of the Merger, and (iii) each award of restricted stock units based on shares of Xos Common Stock granted under the Xos incentive plan (the “Xos RSU Awards” and, together with the Xos Options and Xos Restricted Stock Awards, the “Xos Awards”) that is outstanding immediately prior to the effective time of the Merger shall be converted into the right to receive restricted stock units based on the New Xos Common Stock, with substantially the same terms and conditions as were applicable to such Xos RSU Award immediately prior to the effective time of the Merger.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the General Rules and Regulations (the “Rules and Regulations”) under the Securities Act of 1933 (the “Securities Act”).

In rendering the opinions stated herein, we have examined and relied upon the following:

(a) the registration statement on Form S-4 (File No. 333- 256168) of the Company relating to (1) 194,156,416 shares of New Xos Common Stock and (2) 18,333,334 New Xos Warrants (the securities referred to in clauses (1) and (2), collectively, the “New Xos Securities”), to be issued in the Domestication or the Merger, as applicable, filed on May 14, 2021 with the Securities and Exchange Commission (the “Commission”) under the Securities Act and Amendments No. 1, No. 2 and No. 3 thereto (such registration statement, as amended, being hereinafter referred to as the “Registration Statement”);

(b) a copy of the Merger Agreement, filed as Exhibit 2.1 to the Registration Statement;

(c) the form of Certificate of Incorporation of New Xos to become effective as of the Effective Time, filed as Exhibit 3.2 to the Registration Statement (the “Certificate of Incorporation”);

(d) the form of Bylaws of New Xos to become effective as of the Effective Time, filed as Exhibit 3.3 to the Registration Statement (the “Bylaws”);

(e) the form of Certificate of Corporate Domestication to become effective as of the Effective Time, filed as Exhibit 4.6 to the Registration Statement (the “Certificate of Domestication”);

(f) an executed copy of the Plan of Domestication, filed as Exhibit 2.2 to the Registration Statement (the “Plan of Domestication”);

(g) the specimen Common Stock certificate of New Xos, filed as Exhibit 4.5 to the Registration Statement (the “Common Stock Certificate”)

(h) the form of Warrant Certificate (included in the Warrant Agreement (defined below)) (the “Warrant Certificate”); and

(i) an executed copy of the Warrant Agreement, dated October 6, 2020 (the “Warrant Agreement”), by and between the Company and Continental Stock Transfer & Trust Company (“CST”), as warrant agent, filed as Exhibit 4.4 to the Registration Statement.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions stated below.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the factual representations and warranties set forth in the Merger Agreement and the Warrant Agreement.

As used herein, "Transaction Documents" means the Merger Agreement, the Plan of Domestication, the Warrant Certificate and the Warrant Agreement.

We do not express any opinion with respect to the laws of any jurisdiction other than (i) the laws of the State of New York and (ii) the DGCL (all of the foregoing being referred to as "Opined-on Law").

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that:

1. Upon the Effective Time, pursuant to the Plan of Domestication, each issued and outstanding Company Class A ordinary share will convert automatically into one share of New Xos Common Stock that have been duly authorized by all requisite corporate action on the part of New Xos under the DGCL and that will be validly issued, fully paid and nonassessable.

2. Upon the Effective Time, pursuant to the Plan of Domestication, each issued and outstanding Company Warrant will convert automatically into one New Xos Warrant that will have been duly authorized by all requisite corporate action on the part of New Xos under the DGCL and will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms under the laws of the State of New York.

3. Upon the Effective Time, pursuant to the Plan of Domestication, each issued and outstanding Company Unit that has not been previously separated into the underlying Class A ordinary share and underlying Company Warrant will be cancelled and will convert automatically into one share of New Xos Common Stock that will have been duly authorized by all requisite corporate action on the part of New Xos under the DGCL and will be validly issued, fully paid and nonassessable and one-third of one New Xos Warrant that will have been duly authorized by all requisite corporate action on the part of New Xos under the DGCL and will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms under the laws of the State of New York.

4. The New Xos Merger Shares, when issued in the manner and on the terms described in the Registration Statement and the Merger Agreement, will have been duly authorized by all requisite corporate action on the part of New Xos under the DGCL and will be validly issued, fully paid and nonassessable.

The opinions stated herein are subject to the following qualifications:

(a) we do not express any opinion with respect to the effect on the opinions stated herein of any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws or governmental orders affecting creditors' rights generally, and the opinions stated herein are limited by such laws and orders and by general principles of equity (regardless of whether enforcement is sought in equity or at law);

(b) we do not express any opinion with respect to the effect on the opinions stated herein of (i) the compliance or non-compliance of any party to any of the Transaction Documents with any laws, rules or regulations applicable to such party or (ii) the legal status or legal capacity of any party to any of the Transaction Documents;

(c) we do not express any opinion with respect to any law, rule or regulation that is applicable to any party to any Transaction Document or the transactions contemplated thereby solely because such law, rule or regulation is part of a regulatory regime applicable to any such party or any of its affiliates as a result of the specific assets or business operations of such party or such affiliates;

(d) except to the extent expressly stated in the opinions contained herein, we have assumed that each of the Transaction Documents constitutes the valid and binding obligation of each party to such Transaction Document, enforceable against such party in accordance with its terms;

(e) the opinions stated herein are limited to the agreements and documents specifically identified in the opinions contained herein without regard to any agreement or other document referenced in such agreement or document (including agreements or other documents incorporated by reference or attached or annexed thereto);

(f) we do not express any opinion with respect to the enforceability of any provision contained in any Transaction Document relating to any indemnification, contribution, non-reliance, exculpation, release, limitation or exclusion of remedies, waiver or other provisions having similar effect that may be contrary to public policy or violative of federal or state securities laws, rules or regulations, or to the extent any such provision purports to, or has the effect of, waiving or altering any statute of limitations;

(g) we call to your attention that irrespective of the agreement of the parties to any Transaction Document, a court may decline to hear a case on grounds of forum non conveniens or other doctrine limiting the availability of such court as a forum for resolution of disputes; in addition, we call to your attention that we do not express any opinion with respect to the subject matter jurisdiction of the federal courts of the United States of America in any action arising out of or relating to any Transaction Document;

(h) to the extent that any opinion relates to the enforceability of the choice of New York law and choice of New York forum provisions contained in any Transaction Document, the opinions stated herein are subject to the qualification that such enforceability may be subject to, in each case, (i) the exceptions and limitations in New York General Obligations Law sections 5-1401 and 5-1402 and (ii) principles of comity and constitutionality; and

(i) we call to your attention that the opinions stated herein are subject to possible judicial action giving effect to governmental actions or laws of jurisdictions other than those with respect to which we express our opinion.

In addition, in rendering the foregoing opinions we have assumed that, at all applicable times:

(a) Prior to effecting the Domestication: (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), will have become effective under the Securities Act; (ii) the shareholders of the Company will have approved, among other things, the Merger Agreement and the Domestication, including the Certificate of Incorporation and Bylaws; and (iii) all other necessary action will have been taken under the applicable laws of the Cayman Islands to authorize, approve and permit the Domestication, and any and all consents, approvals and authorizations from applicable Cayman Islands and other governmental and regulatory authorities required to authorize and permit the Domestication will have been obtained;

(b) The Certificate of Domestication, in the form attached as Exhibit 4.6 to the Registration Statement, without alteration or amendment (other than identifying the appropriate date), will be duly authorized and executed by the Company and thereafter be duly filed with the DE Secretary of State in accordance with Sections 103 and 388 of the DGCL, that no other certificate or document, other than the Certificate of Incorporation, has been, or prior to the filing of the Certificate of Domestication will be, filed by or in respect of the Company with the DE Secretary of State and that the Company will pay any fees and other charges required to be paid in connection with the filing of the Certificate of Domestication;

(c) The Certificate of Incorporation, in the form filed as Exhibit 3.2 to the Registration Statement, without alteration or amendment (other than identifying the appropriate date), will be duly authorized and executed by the Company and thereafter be duly filed with the DE Secretary of State and will have become effective in accordance with Sections 103 and 388 of the DGCL, that no other certificate or document, other than the Certificate of Domestication, has been, or prior to the filing of the Certificate of Incorporation will be, filed by or in respect of the Company with the DE Secretary of State and that the Company will pay any fees and other charges required to be paid in connection with the filing of the Certificate of Incorporation;

(d) The Bylaws, in the form attached as Exhibit 3.3 to the Registration Statement, without alteration or amendment (other than identifying the appropriate date), will become effective upon the Effective Time;

(e) Prior to the issuance of the New Xos Merger Shares: (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), will have become effective under the Securities Act; (ii) the shareholders of the Company will have approved, among other things, the Merger Agreement and the Domestication, including the Certificate of Incorporation and Bylaws; and (iii) the Domestication and the other transactions contemplated by the Merger Agreement to be consummated concurrent with or prior to the Merger will have been consummated;

(f) the Company (i) upon the Effective Time will be duly incorporated and validly existing and in good standing under the DGCL, (ii) has and as of July 29, 2020, had requisite legal status and legal capacity under the laws of the jurisdiction of its organization and (iii) has complied and will comply with all aspects of the laws of the jurisdiction of its organization in connection with the Merger Agreement and the Domestication and the transactions contemplated by, and the performance of its obligations under, the Transaction Documents;

(g) the Company has, and as of July 29, 2020, had the corporate power and authority to execute, deliver and perform all its obligations under each of the Transaction Documents;

(h) each of the Transaction Documents has been duly authorized, executed and delivered by all requisite corporate action on the part of the Company, subject to approval and adoption of the Merger Agreement and the Domestication by the Company's shareholders;

(i) none of (i) the execution and delivery by the Company or New Xos of the Transaction Documents, (ii) the performance by the Company or New Xos of their respective obligations thereunder (including the issuance of the New Xos Securities) or (iii) consummation of the Merger or the Domestication: (I) conflicted or will conflict with the Amended and Restated Memorandum and Articles of Association or other comparable organizational documents of the Company, (II) constituted or will constitute a violation of, or a default under, any lease, indenture, instrument or other agreement to which the Company or New Xos or their respective property is subject (except that we do not make this assumption with respect to those agreements or instruments expressed to be governed by the laws of the State of New York which are listed in Part II of the Registration Statement or the Company's Annual Report on Form 10-K for the year ended December 31, 2020), (III) contravened or will contravene any order or decree of any governmental authority to which the Company or New Xos or their respective property is subject, or (IV) violated or will violate any law, rule or regulation to which the Company or New Xos or their respective property is subject (except that we do not make the assumption set forth in this clause (IV) with respect to the Opined-on Law);

(j) none of (i) the execution and delivery by the Company or New Xos of the Transaction Documents, (ii) the performance by the Company or New Xos of their respective obligations thereunder (including the issuance of the New Xos Securities) or (iii) consummation of the Merger or the Domestication, required or will require the consent, approval, licensing or authorization of, or any filing, recording or registration with, any governmental authority under any law, rule or regulation of any jurisdiction; and

(k) the issuance of the shares of Xos Common Stock does not violate or conflict with any agreement or instrument binding on the Company (except that we do not make this assumption with respect to the Certificate of Incorporation, the Bylaws or those agreements or instruments expressed to be governed by the laws of the State of New York which are listed in Part II of the Registration Statement or the Company's Annual Report on Form 10-K for the year ended December 31, 2020).

We hereby consent to the reference to our firm under the heading "Legal Matters" in the prospectus forming part of the Registration Statement. We also hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 ONE MANHATTAN WEST
 NEW YORK, NY 10001

TEL: (212) 735-3000
 FAX: (212) 735-2000

FIRM/AFFILIATE
 OFFICES
 BOSTON
 CHICAGO
 HOUSTON
 LOS ANGELES
 PALO ALTO
 WASHINGTON, D.C.
 WILMINGTON
 BEIJING
 BRUSSELS
 FRANKFURT
 HONG KONG
 LONDON
 MOSCOW
 MUNICH
 PARIS
 SÃO PAULO
 SEOUL
 SHANGHAI
 SINGAPORE
 TOKYO
 TORONTO

July 27, 2021

NextGen Acquisition Corporation
 2255 Glades Road, Suite 324A
 Boca Raton, FL 33431

RE: United States Federal Income Tax Considerations

Ladies and Gentlemen:

We have acted as United States tax counsel to NextGen Acquisition Corporation, a Cayman Islands exempted company (“**NextGen**”), in connection with the Agreement and Plan of Merger, dated as of February 21, 2021 (as amended, modified or supplemented, the “**Merger Agreement**”), by and among NextGen, Sky Merger Sub I, Inc., a Delaware corporation and wholly owned subsidiary of NextGen, and Xos, Inc., a Delaware corporation, which, among other things, provides for NextGen’s domestication from a Cayman Islands exempted company to a Delaware corporation pursuant to Section 388 of the Delaware General Corporation Law, as amended, and Section 206 of the Cayman Islands Companies Act (As Revised) (the “**Domestication**”). This opinion is being delivered in connection with the Registration Statement (File No. 333-256168) of NextGen on Form S-4 filed on May 14, 2021 with the Securities and Exchange Commission, as amended and supplemented through the date hereof (the “**Registration Statement**”).

In rendering the opinion set forth below, we have examined and relied upon, without independent investigation or verification, the accuracy and completeness of the facts, information, factual representations, covenants and agreements contained in originals or copies, certified or otherwise identified to our satisfaction, of (i) the Merger Agreement, (ii) the Registration Statement, and (iii) such other documents as we have deemed necessary or appropriate as a basis for the opinion set forth below. We have assumed that the transactions contemplated by the foregoing documents have been or will be consummated in accordance with the operative documents and that such documents accurately and completely reflect the material facts of such transactions. In addition, we have relied upon the accuracy and completeness of certain statements, factual representations, covenants and agreements made by NextGen, including the accuracy and completeness of all factual representations and covenants set forth in a certificate dated as of the date hereof from an officer of NextGen (the “**Officer’s Certificate**”). For purposes of rendering our opinion, we have assumed that such statements, factual representations, covenants and agreements are, and will continue to be, including through the completion of the Domestication, true and correct without regard to any qualification as to knowledge or belief. Our opinion assumes and is expressly conditioned on, among other things, the initial and continuing accuracy and completeness of the facts, information, factual representations, covenants and agreements set forth in the documents referred to above and the statements, factual representations, covenants and agreements made by NextGen, including those set forth in the Officer’s Certificate.

For purposes of our opinion, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or electronic copies, and the authenticity of the originals of such latter documents. We have assumed that such documents, certificates, and records are duly authorized, valid, and enforceable. In making our examination of documents, we have assumed that the parties thereto had the power, corporate or otherwise, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or otherwise, and the execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties.

Our opinion is based on the Internal Revenue Code of 1986, as amended (the “**Code**”), Treasury regulations promulgated thereunder, judicial decisions, published positions of the Internal Revenue Service (the “**Service**”), and such other authorities as we have considered relevant, all as in effect on the date of this opinion and all of which are subject to change or differing interpretations, possibly with retroactive effect. A change in the authorities upon which our opinion is based could affect the conclusions expressed herein. Moreover, there can be no assurance that our opinion will be accepted by the Service or, if challenged, by a court.

Based upon the foregoing and subject to the assumptions, exceptions, limitations and qualifications set forth herein and in the Registration Statement under the heading “U.S. Federal Income Tax Considerations,” we are of the opinion that, for United States federal income tax purposes, the Domestication will qualify as a “reorganization” within the meaning of Section 368(a)(1)(F) of the Code. We express no opinion on the potential U.S. federal income tax consequences of the Domestication pursuant to Section 367 of the Code or the passive foreign investment company rules.

Except as expressly set forth above, we express no other opinion. This opinion is being delivered prior to the consummation of the Domestication and therefore is prospective and dependent on future events. This opinion is expressed as of the date hereof, and we are under no obligation to supplement or revise our opinion to reflect any legal developments, any factual matters arising subsequent to the date hereof, or the impact of any information, document, certificate, record, statement, factual representation, covenant, or assumption relied upon herein that becomes incorrect or untrue. No assurances can be given that future legislative, judicial, or administrative changes, on either a prospective or a retroactive basis, or future factual developments, would not adversely affect the accuracy of the conclusion stated herein.

In accordance with the requirements of Item 601(b)(23) of Regulation S-K under the Securities Act, we hereby consent to the filing of this opinion as an exhibit to the Registration Statement and the use of our name under the headings "U.S. Federal Income Tax Considerations" in the Registration Statement. In giving this consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC thereunder.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP
