UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): March 25, 2021

VG Acquisition Corp.
(Exact name of registrant as specified in its charter)

Cayman Islands	**001-39587**	**N/A**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

65 Bleecker Street, 6th Floor New York, New York	**10012**
(Address of principal executive offices)	**(Zip Code)**

+1 (212) 497-9050
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of one Class A ordinary share and one-third of one redeemable warrant	**VGAC.U**	**The New York Stock Exchange**
Class A ordinary shares, par value $0.0001 per share	**VGAC**	**The New York Stock Exchange**
Warrants, each whole warrant exercisable for one Class A ordinary share at an exercise price of $11.50	**VGAC.WS**	**The New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into A Material Definitive Agreement.

Amendment to Agreement and Plan of Merger

As previously disclosed, on February 4, 2021, VG Acquisition Corp., a Cayman Islands exempted company ("VGAC"), entered into an Agreement and Plan of Merger (as amended by that certain First Amendment to Agreement and Plan of Merger, dated as of February 13, 2021, by and among VGAC, Chrome Merger Sub, Inc., a Delaware corporation and a wholly owned direct subsidiary of VGAC ("VGAC Merger Sub"), and 23andMe, Inc., a Delaware corporation ("23andMe"), and as it may be further amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), with 23andMe and VGAC Merger Sub.

On March 25, 2021, VGAC, VGAC Merger Sub and 23andMe entered into a Second Amendment to Agreement and Plan of Merger (the "Merger Agreement Second Amendment"). The Merger Agreement Second Amendment adds provisions that allow for the granting of restricted stock units of 23andMe and the treatment of such restricted stock units, specifying that all such restricted stock units will be assumed by VGAC and converted into comparable restricted stock units in respect of the shares of Class A common stock of VGAC, with a value determined in accordance with the Merger Agreement. The Merger Agreement Second Amendment also revises the provisions of the Merger Agreement regarding the listing of the Class A common stock of VGAC to provide that such Class A common stock of VGAC will be listed on the Nasdaq Global Select Market ("Nasdaq") or, if such Class A common stock is not listed on Nasdaq or eligible for continued listing on Nasdaq following the closing of the transactions contemplated by the Merger Agreement, the New York Stock Exchange.

Other than as expressly modified pursuant to the Merger Agreement Second Amendment, the Merger Agreement remains in full force and effect as originally executed on February 4, 2021. The foregoing descriptions of the Merger Agreement and the Merger Agreement Second Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement and the Merger Agreement Second Amendment, respectively, copies of which are attached hereto as Exhibits 2.1 and 2.2, respectively, and each of which is incorporated herein by reference.

Additional Information and Where to Find It

VGAC has filed with the SEC a Registration Statement on Form S-4 containing a proxy statement/prospectus relating to the transactions contemplated by the Merger Agreement (the "Business Combination"), which will be mailed to its shareholders once definitive. This Current Report on Form 8-K does not contain all the information that should be considered concerning the Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the Business Combination. VGAC's shareholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the Business Combination, as these materials will contain important information about VGAC, 23andMe and the Business Combination. When available, the definitive proxy statement/prospectus and other relevant materials for the proposed Business Combination will be mailed to shareholders of VGAC as of a record date to be established for voting on the Business Combination. Shareholders of VGAC will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov, or by directing a written request to: VG Acquisition Corp., 65 Bleecker Street, 6th Floor New York, New York 10012.

Participants in the Solicitation

VGAC and its directors and executive officers may be deemed participants in the solicitation of proxies from VGAC's shareholders with respect to the Business Combination. A list of the names of those directors and executive officers and a description of their interests in VGAC is contained in VGAC's registration statement on Form S-1, which was filed with the SEC on October 1, 2020 and is available free of charge at the SEC's website at www.sec.gov, or by directing a request to VG Acquisition Corp., 65 Bleecker Street, 6th Floor New York, New York 10012. Additional information regarding the interests of such participants will be contained in the proxy statement/prospectus for the Business Combination when available.

23andMe and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the shareholders of VGAC in connection with the Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed Business Combination will be included in the proxy statement/prospectus for the Business Combination when available.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1*†	Agreement and Plan of Merger, dated as of February 4, 2021, by and among VG Acquisition Corp., Chrome Merger Sub, Inc. and 23andMe, Inc. (incorporated by reference to Exhibit 2.1 to VG Acquisition Corp.'s Current Report on Form 8-K filed with the SEC on February 4, 2021)
2.2*	First Amendment to Agreement and Plan of Merger, dated as of February 13, 2021, by and among VG Acquisition Corp., Chrome Merger Sub, Inc. and 23andMe, Inc. (incorporated by reference to Exhibit 2.2 to VG Acquisition Corp.'s Current Report on Form 8-K filed with the SEC on February 16, 2021)
2.3	Second Amendment to Agreement and Plan of Merger, dated as of March 25, 2021, by and among VG Acquisition Corp., Chrome Merger Sub, Inc. and 23andMe, Inc.

* Incorporated by reference and not filed herewith.
† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 30, 2021

VG ACQUISITION CORP.

By: /s/ James Cahillane
Name: James Cahillane
Title: Corporate Secretary

Exhibit 2.3

EXECUTION VERSION

SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER, dated as of March 25, 2021 (this "Amendment"), is entered into by and among VG Acquisition Corp., a Cayman Islands exempted company ("VGAC"), Chrome Merger Sub, Inc., a Delaware corporation and a wholly owned direct Subsidiary of VGAC ("Merger Sub" and, together with VGAC, the "VGAC Parties"), and 23andMe, Inc., a Delaware corporation (the "Company"), with reference to that certain Agreement and Plan of Merger dated as of February 4, 2021, as amended by that certain First Amendment to Agreement and Plan of Merger, dated as of February 13, 2021 (the "First Amendment") by and among the VGAC Parties and the Company (as it may be amended, restated or otherwise modified from time to time, the "Merger Agreement"). Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Merger Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the VGAC Parties and the Company hereby agree as follows:

1. Amendments to Merger Agreement Regarding Company RSUs.

(a) Section 1.01 of the Merger Agreement is hereby amended by adding the following defined terms in their respective alphabetical locations therein:

" '**Company RSU**' means each outstanding restricted stock unit of the Company issued pursuant to any equity incentive plan sponsored or maintained by the Company, including, without limitation, the 23andMe, Inc. Equity Incentive Plan, granted prior to the Effective Time to any current or former Service Provider of the Company (each such Service Provider, a '**Company RSU Holder**')."

" '**Converted RSU'** has the meaning given to such term in Section 4.02(d)."

(b) Section 4.02 of the Merger Agreement is hereby amended by (i) adding "and Company RSUs" to the heading thereof and (ii) adding the following new clause (d) immediately following clause (c) thereof, which new clause (d) shall read as follows:

"(d) At the Effective Time, each Company RSU that is outstanding immediately prior to the Effective Time, automatically and without any action on the part of any Company RSU Holder or beneficiary thereof, will be assumed by VGAC and converted into a restricted stock unit (each, a "**Converted RSU**") issued by VGAC. Each such Converted RSU as so assumed and converted shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Company RSU immediately before the Effective Time (including vesting, expiration date and payment date), except that, as of the Effective Time, each such Converted RSU as so assumed and converted shall reference such number of shares of Newco Class A Common Stock determined by multiplying the number of Company Shares referenced in such Company RSU immediately prior to the Effective Time by the Exchange Ratio, which product shall be rounded down to the nearest whole number of shares; *provided*, that the number of shares of Newco Class A Common Stock into which each Converted RSU shall be convertible shall be determined in a manner consistent with the requirements of Section 409A of the Code and the applicable regulations promulgated thereunder."

(c) Section 4.02(c) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Prior to the Effective Time, the Company shall deliver to each Company Optionholder and each Company RSU Holder a notice setting forth the effect of the Merger on such Company Optionholder's Company Options or such Company RSU Holder's Company RSUs, as applicable, and describing the treatment of such Company Options or Company RSUs, as applicable, in accordance with this Section 4.02."

(d) The last sentence of Section 5.06(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Other than the Company Shares shown on Section 5.06(a) of the Company Disclosure Schedule, Company Shares issued upon the exercise of Company Options after January 30, 2021, the Company Shares issued upon the conversion of the Company Preferred Stock into shares of Company Class B Common Stock immediately prior to the Effective Time, and Company Options and Company RSUs outstanding as of January 30, 2021 or issued after such date in compliance with this Agreement, there are no other issued or outstanding Equity Securities of the Company."

(e) Clause (b) of Section 7.01 of the Merger Agreement is hereby amended to insert the phrase "or Company RSUs (but only to the extent not vested or vesting at or prior to the Effective Time)" immediately after the phrase "Company Options" appearing in the penultimate line of such clause (b).

(f) Section 9.09 of the Merger Agreement is hereby amended to insert the phrase "or Company RSUs" immediately after the phrase "unvested Company Options" appearing in the eighth line of such Section.

2. Amendments to Merger Agreement Regarding Listing Requirements.

(a) Section 1.01 of the Merger Agreement is hereby amended by adding the following defined terms in their respective alphabetical locations therein:

" '**Designated Stock Exchange**' means (i) Nasdaq or (ii) if the shares of Newco Common Stock contemplated to be listed by this Agreement shall not have been listed on Nasdaq or been eligible for continued listing on Nasdaq immediately following the Closing, the NYSE."

" '**Nasdaq**' means the Nasdaq Global Select Market."

(b) Section 6.03 of the Merger Agreement is hereby amended to strike the phrase "the NYSE" appearing in the last sentence of such section and replace such deleted phrase with the phrase "the Designated Stock Exchange."

(c) Section 8.02 of the Merger Agreement is hereby amended (i) to strike the phrase "NYSE Listing" appearing in the heading thereof and replace such deleted phrase with the phrase "NYSE Listing and Nasdaq Listing," and (ii) to strike the phrase "the NYSE" in the second sentence thereof and replace such deleted phrase with the phrase "the Designated Stock Exchange."

(d) Section 9.01(a) of the Merger Agreement is hereby amended (i) to strike the phrase "the NYSE" appearing in clause (z) thereof and replace such deleted phrase with the phrase "the Designated Stock Exchange" and (ii) to strike the phrase "the NYSE" in the second sentence thereof and replace such deleted phrase with the phrase "the Designated Stock Exchange."

(e) Section 9.01(b) of the Merger Agreement is hereby amended to strike the phrase "the NYSE" and replace such deleted phrase with the phrase "the Designated Stock Exchange."

(f) Section 9.04(b) of the Merger Agreement is hereby amended to strike the phrase "to the SEC or the NYSE" appearing in the fourth sentence thereof and replace such deleted phrase with the phrase "to the SEC, the NYSE or Nasdaq."

(g) Section 10.01(b) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Listing Requirements. The Newco Class A Common Stock shall have been listed on the Designated Stock Exchange and shall be eligible for continued listing on the Designated Stock Exchange immediately following the Closing."

3. Effect of Amendment. Except as specifically amended by this Amendment, the terms and conditions of the Merger Agreement shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Merger Agreement, the terms of this Amendment shall govern and prevail. Upon the effectiveness of this Amendment, each reference (i) in the Merger Agreement to "this Agreement," "hereunder," "herein," "hereof" or words of like import referring to the Merger Agreement shall mean and refer to the Merger Agreement as amended by this Amendment, and (ii) in any other related document or instrument to the "Merger Agreement," "thereunder," "therein," "thereof" or words of like import referring to the Merger Agreement shall mean and refer to the Merger Agreement as amended by this Amendment.

4. Miscellaneous.

(a) Incorporation of Prior Agreements; Amendments; Binding Effect. This Amendment contains all of the agreements of the parties hereto, and supersedes any other agreements, with respect to any matter covered or mentioned in this Amendment, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Amendment may be amended or added to except in compliance with the Merger Agreement. This Amendment shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

(b) Heading and Captions; Counterparts. The headings and captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or .pdf copies hereof or signatures hereon shall, for all purposes, be deemed originals. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its respective duly authorized representative as of the date first written above.

VG ACQUISITION CORP.

By: /s/ Evan Lovell
Name: Evan Lovell
Title: Chief Financial Officer

CHROME MERGER SUB, INC.

By: /s/ James Cahillane
Name: James Cahillane
Title: Secretary

23ANDME, INC.

By: /s/ Anne Wojcicki
Name: Anne Wojcicki
Title: Chief Executive Officer