
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549**

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
OF THE SECURITIES EXCHANGE ACT OF 1934**

September 2020

Commission File Number: 001-39466

XPENG INC.

**No. 8 Songgang Road, Changxing Street
Cencun, Tianhe District, Guangzhou
Guangdong 510640
People's Republic of China
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): N/A

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Exhibit 99.1	Press release: XPeng Announces Cooperation Agreement for New Smart EV Manufacturing Base in Guangzhou
Exhibit 99.2	English translation of Cooperation Agreement, dated September 28, 2020, between Guangdong Xiaopeng Motors Technology Co., Ltd. and Guangzhou GET Investment Holdings Co., Ltd.

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, thereunto duly authorized.

XPENG INC.

By: /s/ Heng Xia

Name: Heng Xia

Title: Director and President

Date: September 28, 2020

**XPeng Announces Cooperation Agreement for New Smart EV Manufacturing
Base in Guangzhou**

Guangzhou, China, September 28, 2020 – XPeng Inc. (“XPeng” or the “Company”, NYSE: XPEV), a leading Chinese smart electric vehicle (“Smart EV”) company, announced today that its wholly owned subsidiary in China, Guangdong Xiaopeng Motors Technology Co., Ltd. (“Guangdong Xiaopeng”), entered into a cooperation agreement (“Cooperation Agreement”) with Guangzhou GET Investment Holdings Co., Ltd. (“Guangzhou GET Investment”), a wholly owned investment company of Guangzhou Economic and Technological Development Zone.

According to the terms of the Cooperation Agreement, Guangzhou GET Investment agrees to provide RMB4 billion in financing to help fuel XPeng’s growth as well as support the construction of a new Smart EV manufacturing base (“Smart EV Manufacturing Base”) for XPeng in the Guangzhou Economic and Technological Development Zone.

The Cooperation Agreement marks another milestone achievement in XPeng’s advancement of manufacturing expansion and puts the Company’s leadership position at the forefront of the Smart EV market. In addition to its wholly owned plant in Zhaoqing, Guangdong province, which has an annual production capacity of 100,000 units, XPeng’s new Smart EV Manufacturing Base in Guangzhou will significantly expand the Company’s production capacity and accelerate XPeng’s momentum to achieve its goals in innovation, technological advancement and growth.

“We are very excited to be selected as a key player in the Guangzhou Economic and Technological Development Zone,” said He Xiaopeng, Chairman and Chief Executive Officer of XPeng. “With the strong support from the Guangzhou government, we are confident we will execute on our strategic growth initiatives and deliver the highest quality products and services to meet our customers’ needs.”

Under the Cooperation Agreement, Guangzhou GET Investment will invest up to RMB1.3 billion to construct the Smart EV Manufacturing Base according to design requirements and specifications to be provided by Guangdong Xiaopeng. The Smart EV Manufacturing Base is expected to commence production by December 2022, upon which Guangzhou GET Investment will lease it to an operating subsidiary of Guangdong Xiaopeng (the “Operating Subsidiary”) for a tenure of seven years. Upon the expiry of the lease, the Operating Subsidiary will acquire the Smart EV Manufacturing Base from Guangzhou GET Investment at costs incurred by Guangzhou GET Investment.

Pursuant to the Cooperation Agreement, Guangzhou GET Investment also agreed to provide or facilitate RMB1.2 billion in financing to the Operating Subsidiary for its purchase of manufacturing equipment in the form of fixed-return redeemable investment (with an annualized return of 4%) or long-term bank loans that Guangzhou GET Investment will help the Operating Subsidiary to secure with effective annual interest rates of no more than 4%, after subsidies that are expected to be made available by the local government.

The new Smart EV Manufacturing Base will provide a comprehensive range of facilities for R&D, manufacturing, vehicle testing, sales and other smart mobility functions.

In addition, Guangzhou GET Investment agreed to make investment of RMB1 billion in a PRC entity to be designated by Guangdong Xiaopeng by the end of March 2021. Guangzhou GET Investment also reserved previously approximately RMB0.5 billion for participation in securities offerings by XPeng, and approximately half of the amount is still available for additional investments in XPeng before the end of August 2022.

This press release is not an exhaustive summary of the terms of the Cooperation Agreement with Guangzhou GET Investment. An English translation of the agreement will be furnished to the Securities and Exchange Commission under the cover of a Form 6-K on 28 Sep 2020.

About XPeng

XPeng Inc. is a leading Chinese smart electric vehicle company that designs, develops, manufactures, and markets Smart EVs that appeal to the large and growing base of technology-savvy middle-class consumers in China. Its mission is to drive Smart EV transformation with technology and data, shaping the mobility experience of the future. In order to optimize its customers' mobility experience, XPeng develops in-house its full-stack autonomous driving technology and in-car intelligent operating system, as well as core vehicle systems including powertrain and the electrification/electronic architecture. XPeng is headquartered in Guangzhou, China, with offices in Beijing, Shanghai, Silicon Valley, and San Diego in the U.S. The Company's Smart EVs are manufactured at plants in Zhaoqing and Zhengzhou, located in Guangdong and Henan provinces, respectively. For more information, please visit <https://en.xiaopeng.com>.

Safe Harbor Statement

This announcement contains forward-looking statements. These statements are made under the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as "will," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. Statements that are not historical facts, including statements about XPeng's beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. A number of factors could cause actual results to differ materially from those contained in any forward-looking statement, including but not limited to the following: XPeng's goal and strategies; XPeng's expansion plans; XPeng's future business development, financial condition and results of operations; the trends in, and size of, China's EV market; XPeng's expectations regarding demand for, and market acceptance of, its products and services; XPeng's expectations regarding its relationships with customers, contract manufacturer, suppliers, third-party service providers, strategic partners and other stakeholders; general economic and business conditions; and assumptions underlying or related to any of the foregoing. Further information regarding these and other risks is included in XPeng's filings with the SEC. All information provided in this press release is as of the date of this press release, and XPeng does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

For Investor and Enquiries:

IR Department
XPeng Inc.
E-mail: ir@xiaopeng.com

Source: XPEV

Cooperation Agreement

Between

Guangzhou GET Investment Holdings Co., Ltd.

And

Guangdong Xiaopeng Motors Technology Co., Ltd.

Regarding

The XPeng Smart EV Manufacturing Base Project

September 2020

Cooperation Agreement

Regarding the XPeng Smart EV Manufacturing Base Project

Party A: Guangzhou GET Investment Holdings Co., Ltd.

Party B: Guangdong Xiaopeng Motors Technology Co., Ltd.

Whereas,

1. Party B intends to build its Smart EV Manufacturing Base (hereinafter the “SEMB”) project (hereinafter the “Project”) at the Guangzhou Economic and Technological Development Zone (hereinafter the “GETDZ”). The GETDZ Administration Committee strongly supports the Project and designates Party A to provide Party B or the designated entity of Party B with financing in the amount of RMB four billion.
2. Party A and Party B have, through negotiations, agreed on the matters relating to the aforesaid RMB four billion financing.

Now therefore, the two parties hereby enter into this Cooperation Agreement (hereinafter “this Agreement”) at GETDZ.

1. Equity Financing

- 1.1 Both parties confirm that, prior to the execution of this Agreement, Party A has arranged funds of USD 70 million (about RMB 500 million) and participated in the initial public offering (“IPO”) of XPeng Inc. (hereinafter “XPeng”), an overseas entity incorporated in the Cayman Islands and the parent company of Party B. Consequently, Party A has been allocated shares worth USD 35.25 million by the underwriter. Should XPeng issue additional shares or issue convertible bonds, or conduct other public funding plans through any overseas securities market (collectively referred to as “New Overseas Financing”) within two years of going public, Party A will consider investing the then equivalent amount of RMB 250 million in US Dollars to participate in such New Overseas Financing.

- 1.2 On or before March 31, 2021, Party A shall invest RMB one billion in a PRC entity designated by Party B by way of equity investment.
- 2. The Land for and Construction of the SEMB**
- 2.1 Party A shall, by participating in the bidding and auction for the land use right, secure the land for Project construction (excluding the 96 *mu* land already acquired by Party B's subsidiary). Moreover, Party A shall set up a new company ("Project Company") to build the SEMB, and be responsible for providing all the funds necessary for the construction (no more than RMB 1.3 billion) and for going through related construction procedures.
- 2.2 The SEMB shall be designed and constructed according to Party B's requirements and specifications. Party A is obliged to ensure that the construction is carried out in accordance such requirements, as well as the design scheme and drawings reviewed and confirmed by Party B. In order for the Project to be put into operation by the end of 2022, Party B shall set up a coordination mechanism and cooperate fully with the Project Company. Party B shall promptly determine the construction plan and define construction requirements so that the Project Company can advance the construction work as scheduled.
- 2.3 On or before December 31, 2020, Party A and Party B shall jointly use their best endeavor to complete such works as confirmation with Party B about the construction plan and drawings, obtaining the planning and building permits, completing the bidding procedure for the construction works, and cause the contractors to be on site to start the construction works. Party B has the right to participate in the whole process from project approval to construction; Party A shall ensure that Party B's suggestions and opinion are respected and followed.

- 2.4 Subject to the delivery of the land by the end of 2020, Party A and Party B shall jointly use their best endeavor to complete the construction works of the SEMB by June 30, 2022 and to complete all procedures for the completion inspection and acceptance by December 1, 2022 so that the SEMB could be lawfully put into operation. Upon completion of the construction works, Party A and Party B shall check the accounts in writing to determine the total amount actually invested by Party A (hereinafter the "Construction Cost").
- 2.5 Subject to that the conditions of lawful operation have been met, Party A and Party B shall jointly set up an Operating Subsidiary (hereinafter the "Operating Subsidiary") in accordance with Article 3.1 hereof. The Operating Subsidiary shall enter into a lease contract with the Project Company for a term of seven (7) years, commencing from the date the Project is put into operation. The aggregated amount of the rent for the lease term shall be the sum of all investments made by the Project Company each year, starting from the date on which the land is acquired, for developing and constructing the Project, as well as for necessary operation and maintenance, plus an annual simple interest of 4%. Such total rent, when divided by the lease term (i.e. seven years), shall be the rent payable by Party B each year. In addition, each party shall assist the Project Company in applying for a special subsidy from GETDZ in an amount equivalent to the rent payable by Party B.
- 2.6 Upon expiration of the lease term, and under the condition that the premises are wholly owned by the Project Company free of any encumbrances, the Operating Subsidiary shall, based on the Construction Cost and actual operation and maintenance funds incurred, acquire (as the assignee) all the equity of the Project Company and thus obtain all the land and buildings of the SEMB. Should such transfer be subject to the transaction measures of State-owned assets, the final transfer price shall be the valuation of the equity or the sum of the Construction Cost and actual operation and maintenance funds, whichever is higher. If the final transfer price is higher than the sum of the Construction Cost and actual operation and maintenance funds, the excess shall be paid after Party B has applied for and obtained a special subsidiary from the GETDZ.

3. The Equipment for the SEMB

- 3.1 Party A and Party B shall jointly set up an Operating Subsidiary (hereinafter the “Operating Subsidiary”). The Operating Subsidiary shall be the operator of the SEMB and shall purchase and own all the equipment at the SEMB. Specifically, Party A shall designate an entity to serve as limited partner 1 (hereinafter “LP1”); Party B shall designate an entity to serve as limited partner 2 (hereinafter “LP2”) and an entity 2 (an unregistered private equity fund manager) to serve as the general partner (hereinafter “GP”). Together, LP1, LP2 and GP shall establish a limited partnership (hereinafter the “LLP”), to which LP1 shall contribute RMB 160 million (as the senior limited partner), LP2 shall contribute RMB 200 million (as the junior limited partner) and the GP shall contribute RMB 10,000 (as the general partner). The LP1 designated by Party A shall have the priority to receive a 4% annualized return calculated based on the amount of its capital contribution; LP2 designated by Party B shall guarantee that LP1 actually receives such annualized return and be responsible for making up the difference, if any.
- 3.2 The LLP shall be a shareholder (hereinafter “Shareholder 1”) of the Operating Subsidiary, contributing RMB 360 million to the Operating Subsidiary, and Party B shall be the controlling shareholder (hereinafter “Shareholder 2”) of the Operating Subsidiary, contributing to the Operating Subsidiary in cash or non-monetary assets. Shareholder 1 only enjoys dividends as agreed to in the Operating Subsidiary’s articles of association and the agreement between shareholders; all the remaining dividend incomes shall be owned by Shareholder 2. Shareholder 2 shall also have the rights of management and decision-making in respect of the Operating Subsidiary.

3.3 Party A shall ensure that the Operating Subsidiary receives RMB 1.2 billion for purchasing the equipment necessary for the Project. To be specific, Party A shall inject RMB 160 million to the Operating Subsidiary in the manner described in Article 3.1 hereof; moreover, Party A shall assist the Operating Subsidiary in securing a bank loan for the remaining RMB 1.04 billion. The loan period shall be nine (9) years and the annual interest rate shall be no more than 8%.

4. The Difference between Designated and Actual Amount of Financing

If the total amount of financing actually utilized under Article 1 (Equity Financing), Article 2 (The Land for and the Construction of the SEMB) and Article 3 (The Equipment for the SEMB) hereof is less than RMB 4 billion, Party A shall, on or before December 31, 2022, make the difference available to the Operating Subsidiary in the form of bank loans, by referring to the same principles and manner set out in Article 3.3 hereof. During the loan period, the parties shall cooperate with each other in applying to the GETDZ for special subsidies.

5. Miscellaneous

5.1 Each party hereto shall be bound by this Agreement as from its effective date, and neither party may alter or terminate this Agreement without permission. Any breach of any provision or covenant hereof by either party (except due to force majeure) shall constitute a breach of contract, for which the defaulting party shall be liable.

5.2 This Agreement is made in four copies (two copies for each party respectively) of the same legal effect, and shall take effect after being affixed with the signatures of the legal representatives (or authorized representatives) and common seals of both parties.

5.3 Any dispute arising out of this Agreement shall first be settled by the parties through amicable negotiation. If no agreement is reached through negotiation within ninety (90) days of the occurrence of such dispute, either Party may submit the matter to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be held in Tianhe district, Guangzhou. The arbitration award shall be final and binding on both parties. The arbitration fee (including reasonable attorney's fee incurred by the winning party) shall be borne by the losing party.

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(This page is intentionally left blank and serves as the signature page of the Cooperation Agreement Regarding the XPeng Smart EV Manufacturing Base Project entered into by and between Guangzhou GET Investment Holdings Co., Ltd. and Guangdong Xiaopeng Motors Technology Co., Ltd.)

Party A: Guangzhou GET Investment Holdings Co., Ltd.

Signed by: [Seal] _____

Party B: Guangdong Xiaopeng Motors Technology Co., Ltd.

Signed by: /s/ Heng Xia _____

Date: September 28, 2020