UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): **August 4, 2021**

GROWTH CAPITAL ACQUISITION CORP.

(Exact name of registrant as specified in its charter)

Delaware	**001-39959**	**27-2447291**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

405 Lexington Avenue
New York, NY 10174
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **212-895-3500**

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

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 Class A common stock, and one-half of one redeemable warrant	**GCACU**	**The Nasdaq Stock Market LLC**
Class A common stock, par value $0.0001 per share	**GCAC**	**The Nasdaq Stock Market LLC**
Redeemable warrants, exercisable for Class A common stock at an exercise price of $11.50 per share	**GCACW**	**The Nasdaq Stock Market LLC**

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

*Growth Capital Acquisition Corp., a Delaware corporation ("**GCAC**"), intends to file with the U.S. Securities and Exchange Commission (the "**SEC**") a registration statement on Form S-4 (as may be amended from time to time, the "**Registration Statement**"), which will include a preliminary proxy statement of GCAC and a prospectus in connection with the proposed business combination transaction (the "**Merger**") involving GCAC and Cepton Technologies, Inc., a Delaware corporation ("**Cepton**"). The definitive proxy statement and other relevant documents will be mailed to stockholders of GCAC as of a record date to be established for voting on the Merger. Securityholders of GCAC and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus, and amendments thereto, and the definitive proxy statement/prospectus in connection with GCAC's solicitation of proxies for the special meeting to be held to approve the Merger because these documents will contain important information about GCAC, Cepton and the Merger. GCAC securityholders and other interested persons will also be able to obtain copies of the Registration Statement and the proxy statement/prospectus, without charge, once available, on the SEC's website at www.sec.gov or by directing a request to GCAC by contacting its Chief Executive Officer, George Syllantavos, c/o Growth Capital Acquisition Corp., 300 Park Avenue, New York, NY 10022, at 212-895-3500.*

Item 1.01 Entry into a Material Definitive Agreement.

Business Combination Agreement

This section describes the material provisions of the Business Combination Agreement (as defined below) but does not purport to describe all of the terms thereof. The following summary is qualified in its entirety by reference to the complete text of the Business Combination Agreement, a copy of which is attached hereto as Exhibit 2.1. GCAC's stockholders and other interested parties are urged to read such agreement in its entirety. Unless otherwise defined herein, the capitalized terms used below are defined in the Business Combination Agreement.

On August 4, 2021, Growth Capital Acquisition Corp., a Delaware corporation ("**GCAC**"), and GCAC Merger Sub Inc., a Delaware corporation and newly formed wholly-owned subsidiary of GCAC ("**Merger Sub**") entered into a Business Combination Agreement (the "**Business Combination Agreement**") with Cepton Technologies, Inc., a Delaware corporation ("**Cepton**").

Pursuant to the Business Combination Agreement, subject to the terms and conditions set forth therein, upon the consummation of the transactions contemplated by the Business Combination Agreement (the "**Closing**"), Merger Sub will merge with and into Cepton (the "**Merger**" and, together with the other transactions contemplated by the Business Combination Agreement, the "**Transactions**"), with Cepton continuing as the surviving corporation in the Merger and a wholly-owned subsidiary of GCAC.

Conversion of Securities and Merger Consideration

Immediately prior to the effective time of the Merger (the "**Effective Time**"), Cepton will cause each share of Cepton Class F Stock and each share of Cepton preferred stock to be automatically converted into a number of shares of Cepton common stock, at the then-effective conversion rate as calculated pursuant to Cepton's Amended and Restated Certificate of Incorporation. All of the Cepton Class F Stock and the Cepton preferred stock converted into common stock of Cepton will no longer be outstanding and will cease to exist, and each holder of Cepton preferred stock of the will thereafter cease to have any rights with respect to such securities.

At the Effective Time, by virtue of the Merger and without any action on the part of GCAC, Merger Sub, Cepton or the holders of any of the following securities:

(a) Each share of Cepton common stock (other than the Dissenting Shares and the Cancelled Shares (as such terms are defined in the Business Combination Agreement)) will be converted into (i) the contingent right to receive Earnout Shares (as defined below) (which may be zero) and (ii) a certain number of shares of GCAC Class A common stock equal to (x) $1,500,000,000 divided by the total number of Cepton capital stock (on an "as-converted" to Cepton common stock basis) on a fully diluted basis as of the date of Closing (but excluding company options that are not vested), divided by (y) 10 (the "**Merger Consideration**").

(b) each option to purchase shares of Cepton common stock, whether or not exercisable and whether or not vested, that is outstanding immediately prior to the Effective Time will be assumed by GCAC and converted into an option to purchase shares of GCAC Class A common stock (each, a "**Converted Option**"). Each Converted Option will have and be subject to the same terms and conditions (including vesting, expiration and exercisability terms) as were applicable to the Cepton option from which it was converted immediately before the Effective Time, except that (x) each Converted Option will be exercisable for that number of shares of GCAC Class A common stock equal to the product (rounded down to the nearest whole number) of (1) the number of shares of Cepton common stock subject to the Cepton option immediately before the Effective Time and (2) the Merger Consideration and (y) the per share exercise price for each share of GCAC Class A common stock issuable upon exercise of the Converted Option will be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing (1) the exercise price per share of Cepton common stock of such Cepton option immediately before the Effective Time by (2) the Merger Consideration.

Earnout Merger Consideration

In addition to the Merger Consideration set forth above, additional contingent shares ("**Earnout Shares**") will be payable to each holder of Cepton common stock and/or Cepton options receiving consideration in the Merger, in the amounts set forth below:

(a) If the closing share price of GCAC Class A common stock equals or exceeds $15.00 per share for any 20 trading days within any consecutive 30-trading day period that occurs after the Closing Date and on or prior to the three-year anniversary of the Closing Date, then, GCAC will issue to each holder of Cepton common stock that is entitled to Earnout Shares a number of shares of GCAC Class A common Stock equal to such holder's pro rata portion of 7,000,000 shares.

(b) If the closing share price of GCAC Class A common stock equals or exceeds $17.50 per share for any 20 trading days within any consecutive 30-trading day period that occurs after the Closing Date and on or prior to the three (3)-year anniversary of the Closing Date, GCAC will issue to each holder of Cepton common stock that is entitled to Earnout Shares, a number of shares of GCAC Class A common stock equal to such holder's Earnout Pro Rata Portion of 6,000,000 shares.

In the event that after the Closing and prior the three-year anniversary of the Closing Date, (i) there is a Change of Control (as defined in the Business Combination Agreement) (or a definitive agreement providing for a Change of Control has been entered into prior to the three-year anniversary of the Closing Date and such Change of Control is ultimately consummated, even if such consummation occurs after the three -year anniversary of the Closing Date), (ii) any liquidation, dissolution or winding up of GCAC (whether voluntary of involuntary) is initiated, (iii) any bankruptcy, reorganization, debt arrangement or similar proceeding under any bankruptcy, insolvency or similar law, or any dissolution or liquidation proceeding, is instituted by or against GCAC, or a receiver is appointed for GCAC or a substantial part of its assets or properties or (iv) GCAC makes an assignment for the benefit of creditors, or petitions or applies to any governmental authority for, or consents or acquiesces to, the appointment of a custodian, receiver or trustee for all or substantially all of its assets or properties (any of (i) to (iv), an "**Acceleration Event**"), then any Earnout Shares that have not been previously issued by GCAC (whether or not previously earned) shall be deemed earned and issued by GCAC to the holders of Cepton common stock, unless, in the case of an Acceleration Event that is a Change of Control, the value of the consideration to be received by the holders of the GCAC Class A common stock in such Change of Control transaction is less than the stock price threshold applicable to the relevant Earnout Shares.

Representations and Warranties; Covenants

The Business Combination Agreement contains customary representations, warranties and covenants of (a) Cepton and (b) GCAC and Merger Sub, in each case relating to, among other things, organization and qualification, governing documents, capitalization, authority, no conflicts and absence of litigation.

The representations and warranties of the parties terminate as of and do not survive the Closing, and there are no indemnification rights for another party's breach. The covenants and agreements of the parties shall not survive the Closing, except those covenants and agreements to be performed after the Closing which covenants and agreement shall survive until fully performed.

The Business Combination Agreement also contains certain customary covenants by each of the parties during the period between the signing of the Business Combination Agreement and the earlier of the Closing or the termination of the Business Combination Agreement in accordance with its terms (the "**Interim Period**"), including with respect to (i) the operation of their respective businesses in the ordinary course of business; (ii) the provision of access to their properties, books personnel, and policies, (iii) provision of financial statements by Cepton; (4) GCAC's stock listing; (5) notifications of certain breaches, consent requirements, material adverse changes or other matters; (6) efforts to consummate the Closing and obtain third party and regulatory approvals; (7) tax matters and transfer taxes; (8) further assurances; (9) confidentiality (10) public announcements; and (11) HSR Act compliance (if applicable). The parties further agreed to certain customary post-Closing covenants.

After the date of the Business Combination Agreement and within ten (10) Business Days after GCAC's receipt of Cepton's audited financial statements from Cepton (with the assistance and cooperation of Cepton as reasonably requested by GCAC), GCAC will prepare and file with the U.S. Securities and Exchange Commission (the "**SEC**") a registration statement on Form S-4 in connection with the registration under the Securities Act of 1933, as amended (the "**Securities Act**") of the GCAC Class A common stock, including the Earnout Shares, to be issued pursuant to the Business Combination Agreement, which registration statement will also contain a proxy statement for GCAC stockholders, a consent solicitation statement for Cepton stockholders and a prospectus.

GCAC will include provisions in the proxy statement with respect to (i) the approval of the Business and the adoption and approval of Business Combination Agreement, (ii) the adoption and approval of the GCAC Second A&R Charter, (iii) to the extent required by the Nasdaq listing rules, the approval of the issuance of the aggregate Merger Consideration and the Earnout Shares together with the GCAC Class A common stock pursuant to the Subscription Agreements, (iv) the approval and adoption of the GCAC 2021 Equity Incentive Plan, (v) the approval and adoption of the GCAC Employee Stock Purchase Plan, (vi) adjournment of the GCAC stockholders' meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing proposals and (vii) the approval of any other proposals reasonably agreed by GCAC and Cepton to be necessary or appropriate in connection with the transaction contemplated hereby.

The parties have also agreed to take all action within their power as may be necessary or appropriate such that, effective immediately after the Closing, GCAC's board of directors shall consist of seven directors, which shall be divided into three classes with (A) one class of directors, the Class A Directors, initially serving a one (1)-year term, such term effective from the Closing (but any subsequent Class A Directors serving a three (3)-year term), (b) a second class of directors, the Class B Directors, initially serving a two (2)-year term, such term effective from the Closing (but any subsequent Class B Directors serving a three (3)-year term), and (c) a third class of directors, the Class C Directors, serving a three (3)-year term, such term effective from the Closing.

Closing Conditions

The obligations of the parties to complete the Closing are subject to various conditions, including the following mutual conditions of the parties unless waived:

- the written consent, in form and substance reasonably acceptable to GCAC, of Cepton stockholders with the requisite approval approving and adopting the Business Combination Agreement and the Merger and all other transactions contemplated by this Agreement;
- the proposals presented at the GCAC stockholder's meeting will have been approved and adopted;
- No Governmental Authority (as defined in the Business Combination Agreement) of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (as defined in the Business Combination Agreement), rule, regulation, judgment, decree, executive order or award after the date of the Business Combination Agreement which is then in effect and has the effect of making the Transactions, including the Merger, illegal or otherwise prohibiting consummation of the Transactions, including the Merger;
- all required filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, will have been completed and any applicable waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated;
- the Registration Statement will have been declared effective under the Securities Act, and no stop order suspending the effectiveness, or any proceedings for purposes of suspending the effectiveness, of the Registration Statement will be in effect or will have been initiated or threatened by the SEC;
- the GCAC Class A common stock to be issued in connection with the Transactions (including the Earnout Shares) will have been approved for listing on Nasdaq, subject only to official notice of issuance thereof;
- upon the Closing, after giving effect to the completion of the Redemption (as defined in the Business Combination Agreement), GCAC having net tangible assets of at least $5,000,001; and
- the GCAC Second A&R Charter shall have been filed and become effective.

Unless waived by GCAC, the obligations of the GCAC Parties to consummate the Merger are subject to the satisfaction of certain customary conditions (in addition to customary certificates and other closing deliverables), as well as the following:

- accuracy of the representations and warranties made by Cepton in the Business Combination Agreement and material compliance by Cepton with the covenants in the Business Combination Agreement;

- absence of any Company Material Adverse Effect (as defined in the Business Combination Agreement) with respect to Cepton between the date of the Business Combination Agreement and the date of the Closing;
- Cepton will have delivered to GCAC the audited financials of Cepton;
- Cepton will have delivered a properly executed certification that the Cepton shares are not "U.S. real property interests", together with a notice to the IRS, in accordance with Treasury Regulations; and
- Cepton will have terminated certain specified related party contracts.

Unless waived by Cepton, the obligations of Cepton to consummate the Merger are subject to the satisfaction of certain customary additional conditions (in addition to customary certificates and other closing deliverables), as well as the following:

- accuracy of the representations and warranties made by GCAC in the Business Combination Agreement and material compliance by GCAC with the covenants in the Business Combination Agreement;
- absence of any GCAC Material Adverse Effect (as defined in the Business Combination Agreement) with respect to GCAC or Merger Sub between the date of the Business Combination Agreement and the date of the Closing ;
- all members of the board of directors of GCAC (other than those identified as continuing directors) and all officers of GCAC will have executed written resignations effective as of the Effective Time; and
- upon the Closing, GCAC having at least 58.5 million dollars ($58,500,000) of cash or cash equivalents.

Termination

The Business Combination Agreement may be terminated under certain customary and limited circumstances at any time prior to the Closing, including:

- by mutual written consent of GCAC and Cepton;
- by either GCAC or Cepton if the Closing has not occurred by the date that is six months after the execution of the Business Combination Agreement, other than as a result of a breach by the party seeking termination;
- by either GCAC or Cepton if a Governmental Authority shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting, or if any law is in effect making illegal, the transactions contemplated by the Business Combination Agreement, other than as caused by the breach of the party seeking termination;
- by either GCAC or Cepton if GCAC fails to obtain the required stockholder approvals at GCAC's stockholder meeting;
- by GCAC if (i) Cepton fails to obtain stockholder approval or (ii) Cepton fails to deliver to GCAC the Stockholder Support Agreements within twenty-four hours after the execution of the Business Combination Agreement;
- by GCAC upon a breach of any representation, warranty, covenant or agreement on the part of Cepton set forth in the Business Combination Agreement, or if any representation or warranty of Cepton becomes untrue and is not cured within 20 days.; and
- by Cepton upon a breach of any representation, warranty, covenant or agreement on the part of GCAC or Merger Sub set forth in the Business Combination Agreement, or if any representation or warranty of GCAC or Merger Sub becomes untrue and is not cured within 20 days.

Governing Law and Arbitration; Trust Account Waiver

The Business Combination Agreement is governed by New York law and, subject to the required arbitration provisions, the parties are subject to the non-exclusive jurisdiction of federal and state courts located in New York, New York.

Cepton agreed that it and its affiliates will not have any right, title, interest or claim of any kind in or to any monies in GCAC's trust account held for its public stockholders, and agreed not to, and waived any right to, make any claim against the trust account (including any distributions therefrom).

The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The Business Combination Agreement has been filed to provide investors with information regarding its terms. It is not intended to provide any other factual information about GCAC, Cepton or any other party to the Business Combination Agreement. In particular, the representations, warranties, covenants and agreements contained in the Business Combination Agreement, which were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to the Business Combination Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Business Combination Agreement instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Business Combination Agreement. In addition, the representations, warranties, covenants and agreements and other terms of the Business Combination Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Business Combination Agreement, which subsequent information may or may not be fully reflected in GCAC's public disclosures.

Related Agreements

Stockholder Support Agreements

The Business Combination Agreement provides that within twenty-four hours after the execution and delivery of the Business Combination Agreement, GCAC and certain Cepton stockholders will enter into Stockholder Support Agreements (the "**Stockholder Support Agreements"**). Pursuant to the Stockholder Support Agreements, each GCAC stockholder party thereto agreed to, among other things, vote their Company Shares (as defined in the Business Combination Agreement) in favor of the adoption and approval of the Business Combination Agreement and the Transactions.

Amended Registration Rights Agreement

Contemporaneously with the execution and delivery of the Business Combination Agreement, GCAC, GCAC's sponsor, Growth Capital Sponsor LLC (the "**Sponsor**"), Nautilus Carriers LLC ("**Nautilus**"), HB Strategies LLC ("**HB Strategies**"), and certain other GCAC shareholders parties thereto (collectively, the "**Initial Holders**"), Cepton, and certain Cepton stockholders will enter an Amended and Restated Registration Rights Agreement (the "**Amended Registration Rights Agreement**"). Pursuant to the Amended Registration Rights Agreement, the Initial Holders and the undersigned parties listed under "Holder" on the signature page thereto will be provided the right to demand registrations, piggy-back registrations and shelf registrations with respect to Registrable Securities (as defined in the Amended Registration Rights Agreement).The Amended Registration Rights Agreement would supersede the registration rights agreements between GCAC and certain of the Initial Holders.

Confidentiality and Lock-Up Agreement

Contemporaneously with the execution and delivery of the Business Combination Agreement, certain Cepton stockholders will enter into a Confidentiality and Lock-up Agreement with GCAC (each, a "**Confidentiality and Lock-Up Agreement**"). Pursuant to the Confidentiality and Lock-Up Agreements, each Cepton stockholder party thereto will agree to a 180-day lock-up of its restricted GCAC securities following Closing, subject to (i) early release upon certain corporate transactions and (ii) certain limited permitted transfers where the recipient takes the shares subject to the restrictions in the Confidentiality and Lock-Up Agreement.

Unpaid Expenses and Lock-Up Agreement

Contemporaneously with the execution and delivery of the Business Combination Agreement, GCAC, Sponsor, Nautilus, HB Strategies, and Cepton entered into an Unpaid Expenses and Lock-Up Agreement (the "**Unpaid Expenses and Lock-Up Agreement**"), pursuant to which, among other things, Sponsor, Nautilus, and HB Strategies agree that if GCAC's unpaid or contingent liabilities as of immediately prior to the Closing (excluding deferred underwriting and business combination marketing fees and expenses arising from GCAC's initial public offering and excluding any fees and expenses arising from the PIPE Investment) exceed $10,000,000, Sponsor, Nautilus, and HB Strategies, each will, at their election, either forfeit immediately prior to the Closing a number of Founder Shares and Founder Warrants having an aggregate value equal to the Excess Expense Amount (as defined in the Unpaid Expenses and Lock-Up Agreement)) or (ii) pay to GCAC an amount in cash equal to the Excess Expense Amount. Pursuant to the Unpaid Expenses and Lock-Up Agreement Sponsor, Nautilus, and HB Strategies are subject to certain lock-up restrictions.

GCAC Stockholder Support Agreement

Contemporaneously with the execution and delivery of the Business Combination Agreement, Cepton and certain GCAC stockholders will enter into Stockholder Support Agreements (the "**GCAC Stockholder Support Agreements**"). Pursuant the GCAC Stockholder Support Agreements, the GCAC stockholders party thereto will agree, among other things, to vote their shares of GCAC Class B common stock in favor of the adoption an approval of the Business Combination Agreement and the Transactions. HB Strategies entered into a substantially similar Stockholder Support Agreement.

The foregoing descriptions of the Stockholder Support Agreements, the Amended Registration Rights Agreement, Confidentiality and Lock-Up Agreement, Unpaid Expenses and Lock-Up Agreement, and GCAC Stockholder Support Agreements do not purport to be complete and are qualified in their entirety by reference to the complete text of the form of such agreements, copies of which are filed herewith as Exhibits 10.1, 10.2, 10.3, 10.4, and 10.5 respectively.

Private Placement

In connection with the proposed business combination between GCAC and Cepton, GCAC entered into subscription agreements (the "**Subscription Agreements**") with the investors named therein (the "**PIPE Investors**"), pursuant to which GCAC agreed to issue and sell to the PIPE Investors approximately $58.5 million of GCAC Class A common stock immediately prior to closing of the Merger (the "**PIPE Investment**"). The PIPE Investment is conditioned on the concurrent closing of the Merger and other customary closing conditions. The proceeds from the PIPE Investment will be used to fund a portion of the cash consideration for the Business Combination. The Subscription Agreements provide for certain customary registration rights for the PIPE Investors. The form of the Subscription Agreements is attached as Exhibit 10.6 hereto, and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above under the heading "Private Placement" in Item 1.01 of this Current Report is incorporated by reference into this Item 3.02. GCAC Class A common stock issued in the PIPE Investment will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 7.01 Regulation FD Disclosure.

On August 5, 2021, GCAC issued a press release announcing the execution of the Business Combinations Agreement. The press release is attached hereto as Exhibit 99.1.

Attached as Exhibit 99.2 hereto is the investor presentation dated August 4, 2021 that will be used by GCAC and Cepton with respect to the transactions contemplated by the Business Combination Agreement.

The foregoing (including Exhibits 99.1 and 99.2) is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act.

Forward-Looking Statements

Certain statements herein are "forward-looking statements" made pursuant to the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. Statements that are not historical facts, including statements about Cepton and Growth Capital and the transactions contemplated by the Business Combination Agreement (the "Transactions"), and the parties' perspectives and expectations, are forward looking statements. Such statements include, but are not limited to, statements regarding the Transactions, including the anticipated initial enterprise value and post-closing equity value, the benefits of the Transactions, integration plans, expected synergies and revenue opportunities, anticipated future financial and operating performance and results, including estimates for growth, the expected management and governance of the combined company, and the expected timing of the Transactions. Such forward-looking statements reflect Cepton's or Growth Capital's current expectations or beliefs concerning future events and actual events may differ materially from current expectations. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target," "designed to" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Any such forward-looking statements are subject to various risks and uncertainties, including (1) the success of our strategic relationships, including with our Tier 1 partners, none of which are exclusive; (2) the possibility that Cepton's business or the combined company may be adversely affected by other economic, business, and/or competitive factors; (3) the risk that current trends in automotive and smart infrastructure markets decelerate or do not continue; (4) the inability of the parties to successfully or timely consummate the proposed business combination, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination or that the approval of the stockholders of Growth Capital or Cepton is not obtained; (5) risks related to future market adoption of Cepton's offerings; (6) the final terms of Cepton's arrangement with its Tier 1 partner and, in turn, its Tier 1 partner's contract with the major global automotive OEM differing from Cepton's expectations, including with respect to volume and timing, or the arrangement can be terminated or may not materialize into a long-term contract partnership arrangement; (7) the ability of Growth Capital or the combined company to issue equity or equity-linked securities in connection with the proposed business combination or in the future; (8) the inability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, the amount of cash available following any redemptions by Growth Capital's stockholders; (9) the ability of the combined company to meet the initial listing standards of The Nasdaq Stock Market upon consummation of the proposed business combination; (10) costs related to the proposed business combination; (11) expectations with respect to future operating and financial performance and growth, including when Cepton will generate positive cash flow from operations; (12) Cepton's ability to raise funding on reasonable terms as necessary to develop its product in the timeframe contemplated by its business plan; (13) Cepton's ability to execute its business plans and strategy; (14) the failure to satisfy the conditions to the consummation of the proposed business combination, including the approval of the proposed business combination and definitive agreements for the proposed business combination by the stockholders of Growth Capital; and (15) the occurrence of any event, change or other circumstance that could give rise to the termination of the proposed business combination. If any of these risks materialize or any of Growth Capital's or Cepton's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. Cepton and Growth Capital do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. See "Risk Considerations" in the investor presentation, which will be provided in a Current Report on Form 8-K to be filed by Growth Capital with the SEC and available at www.sec.gov

Additional Information and Where to Find It

Growth Capital intends to file with the SEC a registration statement on Form S-4 with a proxy statement containing information about the proposed transaction and the respective businesses of Cepton and Growth Capital. Growth Capital will mail a final prospectus and definitive proxy statement and other relevant documents after the SEC completes its review. Growth Capital stockholders are urged to read the preliminary prospectus and proxy statement and any amendments thereto and the final prospectus and definitive proxy statement in connection with the solicitation of proxies for the special meeting to be held to approve the proposed transaction, because these documents will contain important information about Growth Capital, Cepton and the proposed transaction. The final prospectus and definitive proxy statement will be mailed to stockholders of Growth Capital as of a record date to be established for voting on the proposed transaction. Stockholders of Growth Capital will also be able to obtain a free copy of the proxy statement, as well as other filings containing information about Growth Capital, without charge, at the SEC's website (www.sec.gov) or by calling 1-800-SEC-0330. Copies of the proxy statement and Growth Capital's other filings with the SEC can also be obtained, without charge, by directing a request to: Growth Capital Acquisition Corp. 300 Park Avenue, New York, NY 10022. Additionally, all documents filed with the SEC can be found on Growth Capital's website, www.gcaccorp.com.

Participants in the Solicitation

Cepton and Growth Capital and their respective directors and officers and other members of management and employees may be deemed participants in the solicitation of proxies in connection with the proposed business combination. Growth Capital stockholders and other interested persons may obtain, without charge, more detailed information regarding directors and officers of Growth Capital in Growth Capital's Annual Report on Form 10-K for the fiscal year ended March 31, 2021, which was filed with the SEC on July 19, 2021. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies from Growth Capital's stockholders in connection with the proposed business combination will be included in the definitive proxy statement/prospectus that Growth Capital intends to file with the SEC.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute a solicitation of a proxy, consent, or authorization with respect to any securities or in respect of the proposed business combination. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
2.1*	Business Combination Agreement, dated as of August 4, 2021, by and among GCAC, Merger Sub and Cepton.
10.1	Form of Stockholder Support Agreement by and among GCAC, Cepton and the stockholders of Cepton party thereto.
10.2	Form of Amended and Restated Registration Rights Agreement, by and among GCAC, the Initial Holders and the Cepton stockholders party thereto.
10.3	Form of Confidentiality and Lock-Up Agreement, by and between GCAC and the stockholder of Cepton party thereto.
10.4	Form of Expenses and Lock-Up Agreement, by and between GCAC and the Cepton stockholders party thereto.
10.5	Form of GCAC Stockholder Support Agreements by and between Cepton and GCAC stockholders
10.6	Form of Subscription Agreement.
99.1	Press Release, dated August 5, 2021.
99.2	Investor Presentation, dated August 4, 2021.

* Certain exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). GCAC agrees to furnish supplementally a copy of any omitted exhibit or schedule 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.

GROWTH CAPITAL ACQUISITION CORP.

By: /s/ *George Syllantavos*
Name: *George Syllantavos*
Title: Co-Chief Executive Officer

Dated: August 5, 2021

Exhibit 2.1

BUSINESS COMBINATION AGREEMENT

BY AND AMONG

GROWTH CAPITAL ACQUISITION CORP.,

GCAC MERGER SUB INC.

AND

CEPTON TECHNOLOGIES, INC.

DATED AS OF AUGUST 4, 2021

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INDEX OF ANNEX AND EXHIBITS

BUSINESS COMBINATION AGREEMENT

This BUSINESS COMBINATION AGREEMENT, dated as of August 4, 2021 (this "Agreement"), is made by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC"), GCAC Merger Sub Inc., a Delaware corporation ("Merger Sub"), and Cepton Technologies, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"), GCAC and the Company will enter into a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of GCAC (the Company, in its capacity as the surviving corporation of the Merger, is sometimes referred to as the "Surviving Corporation");

WHEREAS, the respective boards of directors of each of GCAC, Merger Sub and the Company have each approved, declared advisable and in the best interests of their respective stockholders and resolved to recommend to their respective stockholders, the Transactions (including the Merger) upon the terms and subject to the conditions of this Agreement and in accordance with the DGCL;

WHEREAS, within twenty-four (24) hours after the execution and delivery of this Agreement, in connection with the Transactions, GCAC and the Requisite Stockholders will enter into Stockholder Support Agreements (the "Stockholder Support Agreements"), substantially in the form attached hereto as Exhibit A, providing that, among other things, the Requisite Stockholders will vote their Company Shares in favor of the adoption and approval of this Agreement, the Merger and the other Transactions;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, GCAC, certain stockholders of the Company and certain stockholders of GCAC, shall enter into an Amended & Restated Registration Rights Agreement (the "Registration Rights Agreement") to be effective upon the Closing, substantially in the form attached hereto as Exhibit B;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, GCAC and certain stockholders of the Company who will receive GCAC Class A Common Stock have entered into Confidentiality and Lock-Up Agreements (the "Lock-Up Agreements") to be effective upon the Closing, substantially in the form attached hereto as Exhibit C;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, GCAC and each of the parties subscribing for shares of GCAC Class A Common Stock thereunder have entered into a subscription agreement, substantially in the form attached hereto as Exhibit D (a "Subscription Agreement"), pursuant to which such parties, and any additional parties who enter into Subscription Agreements prior to the Closing (all such parties, collectively, the "Investors"), upon the terms and subject to the conditions set forth therein, shall purchase shares of GCAC Class A Common Stock at a price of $10.00 per share in a private placement or placements (the "PIPE Investment") to be consummated concurrently with the Closing;

WHEREAS, shares of GCAC Class B Common Stock shall automatically convert into shares of GCAC Class A Common Stock at the Effective Time in accordance with the GCAC Certificate of Incorporation;

WHEREAS, pursuant to the GCAC Certificate of Incorporation, GCAC shall provide an opportunity to its stockholders to have their shares of GCAC Class A Common Stock redeemed for the consideration, and on the terms and subject to the conditions and limitations, set forth in this Agreement, the GCAC Certificate of Incorporation, the Trust Agreement, the Prospectus and the Proxy Statement in conjunction with, inter alia, obtaining approval from the GCAC Stockholders for the Business Combination (the "Redemption");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, (i) in connection with the Transactions, (ii) GCAC and (iii) Growth Capital Sponsor LLC, a Delaware limited liability company, Nautilus Carriers LLC, a Delaware limited liability company, and HB Strategies LLC, a Delaware limited liability company (collectively, the "Sponsor") are entering into a Unpaid Expenses and Lock-Up Agreement (the "Unpaid Expenses and Lock-Up Agreement"), substantially in the form attached hereto as Exhibit E, pursuant to which, among other things, the Sponsor has agreed to certain lock-up restrictions in respect of its GCAC Class B Common Stock;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, in connection with the Transactions, the Company and certain stockholders of GCAC are entering into Stockholder Support Agreements, dated as of the date hereof (the "GCAC Stockholder Support Agreements"), substantially in the form attached hereto as Exhibit K, providing that, among other things, the GCAC stockholders party to the GCAC Stockholder Support Agreements will vote their Founder Shares in favor of the adoption an approval of this Agreement and the Transactions;

WHEREAS, prior to the consummation of the Transactions, GCAC shall, subject to obtaining the GCAC Stockholder Approval, adopt an omnibus incentive plan (the "GCAC 2021 Equity Incentive Plan") and an employee stock purchase plan (the "GCAC Employee Stock Purchase Plan"), substantially in the forms attached hereto as Exhibit G and Exhibit H, respectively;

WHEREAS, prior to the consummation of the Transactions, GCAC shall, subject to obtaining the GCAC Stockholder Approval, amend and restate the GCAC Certificate of Incorporation (the "GCAC Second A&R Charter") in the form attached hereto as Exhibit I;

WHEREAS, at the Effective Time, the bylaws of GCAC shall be amended and restated in the form attached hereto as Exhibit J (the "GCAC A&R Bylaws");

WHEREAS, prior to the Closing, in connection with the Transactions, GCAC, on the one hand, and each of Dr. Jun Pei, the Company's CEO & Co-Founder, Dr. Winston Fu, the Company's CFO, Mitchell Hourtienne, the Company's VP of Business Development, T. R. Ramachandran, the Company's Chief Marketing Officer, and Mark McCord, the Company's Chief Technology Officer and Co-Founder, intend to enter into an employment agreements (the "Employment Agreements"), effective as of the Closing, in form and substance acceptable to the Company and GCAC; and

WHEREAS, for United States federal and applicable state income Tax purposes, it is intended that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code (the "Intended Tax Treatment") and that this Agreement constitutes a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Certain Definitions. For purposes of this Agreement:

"Action" means any litigation, suit, claim, action, proceeding, audit or investigation by or before any Governmental Authority.

"Affiliate" of a specified Person means a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Ancillary Agreements" means the Stockholder Support Agreements, the GCAC Stockholder Support Agreement, the Unpaid Expenses and Lock-Up Agreement, the Registration Rights Agreement, the Lock-Up Agreements, the Cancellation Agreement, the Employment Agreements and all other agreements, certificates and instruments executed and delivered by GCAC, Merger Sub or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Anti-Corruption Laws" means, as applicable, (i) the U.S. Foreign Corrupt Practices Act of 1977, (ii) the UK Bribery Act 2010, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, (iv) legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) similar legislation applicable to the Company from time to time.

"Business Data" means all confidential business information and data that is accessed, collected, used, stored, shared, distributed, transferred, destroyed, or otherwise processed by any of the Business Systems or otherwise in the course of the conduct of the business of the Company.

"Business Day" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in New York, NY; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Business Systems" means all Software, firmware, middleware, equipment, workstations, routers, hubs, computer hardware (whether general or special purpose), electronic data processors, databases, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes, and any Software and systems provided via the cloud or "as a service," that the Company owns or uses in the conduct of the business of the Company.

"Cash and Cash Equivalents" means the cash and cash equivalents, including checks, money orders, marketable securities, short-term instruments, negotiable instruments, funds in time and demand deposits or similar accounts on hand, in lock boxes, in financial institutions or elsewhere, together with all accrued but unpaid interest thereon, and all bank, brokerage or other similar accounts.

"Closing GCAC Cash" means, without duplication, an amount equal to (a) the funds contained in the Trust Account as of immediately prior to the Effective Time; *plus* (b) all other Cash and Cash Equivalents of GCAC; *minus* (c) the aggregate amount of cash proceeds that will be required to satisfy the redemption of any shares of GCAC Common Stock pursuant to the Redemption (to the extent not already paid) (the "Redemption Amount"); *plus* (d) the aggregate amount of cash committed to purchase shares of GCAC Class A Common Stock pursuant to the Subscription Agreements entered into prior to the Closing in connection with the PIPE Investment (and that has been funded to the escrow account in accordance with the Subscription Agreements solely to the extent such Subscription Agreement expressly contemplates the funding of such committed cash into an escrow account prior to the Closing) or pursuant to Forward Purchase Agreements. For the avoidance of doubt, the Closing GCAC Cash shall not be reduced by, and shall include, amounts necessary to pay any and all Tax payments.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Company Charter" means the Company's Amended and Restated Certificate of Incorporation as in effect as of the date of this Agreement.

"Company Class F Stock" means the Company's Class F Stock, with a par value of $0.00001 per share.

"Company Common Stock" means the Company's Common Stock, with a par value of $0.00001 per share.

"Company IP" means, collectively, all Company Owned IP and Company Licensed IP.

"Company Licensed IP" means all Intellectual Property rights owned or purported to be owned by a third party and licensed to the Company or any of its Subsidiaries or that the Company or any of its Subsidiaries otherwise has a right to use.

"Company Material Adverse Effect" means any event, circumstance, change or effect (each, an "Effect") that, individually or in the aggregate with any one or more other Effects, (i) has or would reasonably be expected to have a materially adverse effect on the business, condition (financial or otherwise), assets or results of operations of the Company and its Subsidiaries, taken as a whole, or (ii) prevents, materially impairs, materially delays or materially impedes the performance by the Company of its obligations under this Agreement or the consummation of the Merger or any of the other Transactions on a timely basis and in any event before the Outside Date; provided, however, that with respect to clause (i) only, no Effect relating to or resulting or arising from any of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Company Material Adverse Effect: (a) any change or proposed change in or change in Law or GAAP or the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which the Company operates; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics (including the COVID-19 pandemic) or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing); (e) any actions explicitly taken or not taken by the Company as required by this Agreement or any Ancillary Agreement to which it is a party; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger or any of the other Transactions (provided that clause (e) and this clause (f) shall not apply to any representation or warranty set forth in Section 4.04, Section 4.05, Section 4.06, Section 4.16 or Section 4.25 but subject to any disclosures set forth in Section 4.04, Section 4.05, Section 4.06, Section 4.16 or Section 4.25 of the Company Disclosure Schedule or the closing condition relating thereto); (g) any failure in and of itself of the Company to meet any projections or forecasts (provided that the exception in this clause (g) shall not prevent or otherwise affect a determination that any Effect underlying such failure has resulted in or contributed to a Material Adverse Effect); or (h) any actions taken, or failures to take action, or such other changes or events, in each case, which GCAC has requested or to which it has consented, in each case, after the date of this Agreement, except in the cases of clauses (a) through (d), in each case, to the extent that the Company is disproportionately and adversely affected thereby as compared with other participants in the industries in which the Company operates.

"Company Option Plan" means the Cepton Technologies, Inc. Stock Incentive Plan.

"Company Options" means all outstanding options to purchase Company Common Stock, whether or not exercisable and whether or not vested, immediately prior to the Closing under the Company Option Plan or otherwise.

"Company Outstanding Shares" means the total number of shares of Company Common Stock, Company Class F Stock and the Company Preferred Stock (on an "as-converted" to Company Common Stock basis) on a fully diluted basis as of the Closing Date using the treasury method of accounting, including, without duplication, the number of shares of Company Common Stock issuable upon the Company Class F Stock Conversion and Company Preferred Stock Conversion, the number of shares of Company Common Stock issued or issuable upon the exercise of all Company Options and the shares of Company Common Stock underlying the Company Warrant or any other Equity Equivalents, excluding, in all such cases, Company Options that are not vested.

"Company Owned IP" means all Intellectual Property rights owned or purported to be owned by the Company or any of its Subsidiaries.

"Company Preferred Stock" means the Company Series A Preferred Stock, the Company Series B Preferred Stock, the Company Series B-1 Preferred Stock and the Company Series C Preferred Stock.

"Company Securities" means the Company Common Stock, the Company Class F Stock, the Company Preferred Stock, the Company Options, and the Company Warrant.

"Company Securityholder" means a holder of Company Shares, a holder of Company Options and/or a holder of the Company Warrant.

"Company Series A Preferred Stock" means the shares of the Company's Preferred Stock, par value $0.00001 per share, designated as Series A Preferred Stock in the Company Charter.

"Company Series B Preferred Stock" means the shares of the Company's Preferred Stock, par value $0.00001 per share, designated as Series B Preferred Stock in the Company Charter.

"Company Series B-1 Preferred Stock" means the shares of the Company's Preferred Stock, par value $0.00001 per share, designated as Series B Preferred Stock in the Company Charter.

"Company Series C Preferred Stock" means the shares of the Company's Preferred Stock, par value $0.00001 per share, designated as Series C Preferred Stock in the Company Charter.

"Company Shares" means the shares of Company Common Stock, Company Class F Stock and the Company Preferred Stock.

"Company Stockholder" means a holder of a share of Company Common Stock, Company Class F Stock and/or a share of Company Preferred Stock.

"Company Warrant" means that certain warrant exercisable into up to 60,000 shares of Company Common Stock issued to Silicon Valley Bank on August 22, 2019.

"Confidential Information" means any information, knowledge or data concerning the businesses and affairs of the Company or GCAC, or any Suppliers or customers of the Company or GCAC or its subsidiaries (as applicable) that is not already generally available to the public and subject to an obligation of confidentiality, including any Intellectual Property rights.

"Consent Solicitation Statement" means the consent solicitation statement included as part of the Registration Statement with respect to the solicitation by the Company of the Company Stockholder Approval.

"Contracts" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders (other than any Employee Benefit Plans).

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"Disabling Devices" means Software, viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, spyware, malware, worms, other computer instructions, intentional devices, techniques, other technology, disabling codes, instructions, or other similar code or software routines or components that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, delete, maliciously encumber, hack into, incapacitate, perform unauthorized modifications, infiltrate or slow or shut down a computer system or data, software, system, network, other device, or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner, other than those incorporated by the Company or the applicable third party intentionally to protect Company IP, or Business Systems from misuse.

"Earnout Pro Rata Portion" means, with respect to each holder of outstanding shares of Company Common Stock as of immediately prior to the Effective Time (which, for the avoidance of doubt, shall be deemed to include the holder of the Company Warrant as a result of the exercise of the Company Warrant pursuant to Section 3.01(f) and the shares of Company Common Stock issued therefrom), a fraction expressed as a percentage equal to (i) the number of GCAC Class A Common Stock into which such holder's shares of Company Common Stock (after giving effect to the conversions contemplated by Section 3.01(a)) are converted in accordance with Section 3.01(b) *divided by* (ii) the total number of shares of GCAC's Class A Common Stock into which all outstanding shares of Company Common Stock (after giving effect to the conversions contemplated by Section 3.01(a) and the exercise of the Company Warrant contemplated by Section 3.01(f)) are converted in accordance with Section 3.01(b). In no event shall the aggregate Earnout Pro Rata Portion exceed 100%.

"Earnout Shares" means the shares of GCAC Class A Common Stock that may be issued pursuant to Section 3.06 and Annex I.

"Employee Benefit Plan" means each "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), any nonqualified deferred compensation plan subject to Section 409A of the Code, and each other retirement, health, welfare, cafeteria, bonus, commission, stock option, stock purchase, restricted stock, other equity or equity-based compensation, performance award, incentive, deferred compensation, retiree medical or life insurance, death or disability benefit, supplemental retirement, severance, retention, change in control, employment, consulting, fringe benefit, sick pay, vacation, or similar plan, program, policy, practice, agreement, or arrangement, whether written or unwritten (excluding governmental programs and de minimis fringe benefits).

"Environmental Laws" means any United States federal, state or local or non-United States Laws relating to: (i) releases or threatened releases of, or exposure of any Person to, Hazardous Substances or materials containing Hazardous Substances; (ii) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances; or (iii) pollution or protection of the environment, natural resources or human health and safety.

"Equity Equivalents" means options, warrants, preemptive rights, calls, convertible securities, conversion rights or other equity securities or rights relating to the issued or unissued share capital of the Company.

"Equity Value" means $1,500,000,000.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Ex-Im Laws" means all applicable Laws relating to export, re-export, transfer, and import controls, including the U.S. Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Forward Purchase Agreement" means a forward purchase agreement with one or more investors to purchase equity securities of GCAC after the Closing on such terms and conditions as determined by the parties thereto.

"GCAC Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of GCAC, filed with the Secretary of State of the State of Delaware on January 29, 2021.

"GCAC Material Adverse Effect" means any Effect that, individually or in the aggregate with any one or more other Effects, (i) has or would reasonably be expected to have a materially adverse effect on the business, condition (financial or otherwise), assets or results of operations of GCAC or (ii) prevents, materially impairs, materially delays or materially impedes the performance by GCAC or Merger Sub of their respective obligations under this Agreement or the consummation of the Merger or any of the other Transactions on a timely basis and in any event before the Outside Date; provided, however, that with respect to clause (i) only, no Effect relating to or resulting or arising from any of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a GCAC Material Adverse Effect: (a) any change or proposed change in Law or GAAP or change in the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which GCAC operates; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, civil unrest, cyberterrorism, terrorism, military actions, earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics (including the COVID-19 pandemic) or other outbreaks of illness or public health events and other force majeure events (including any escalation or general worsening of any of the foregoing); (e) any actions taken or not taken by GCAC as explicitly required by this Agreement or any Ancillary Agreement to which it is a party; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger or any of the other Transactions (provided that clause (e) and this clause (f) shall not apply to any representation or warranty set forth in Section 4.04, Section 4.05, Section 4.06, Section 4.16 or Section 4.25 but subject to any disclosures set forth in Section 4.04, Section 4.05, Section 4.06, Section 4.16 or Section 4.25 of the Company Disclosure Schedule or the closing condition relating thereto); (g) any failure in and of itself of the Company to meet any projections or forecasts (provided that the exception in this clause (g) shall not prevent or otherwise affect a determination that any Effect underlying such failure has resulted in or contributed to a Material Adverse Effect); or (h) any actions taken, or failures to take action, or such other changes or events, in each case, which the Company has requested or to which it has consented, in each case, after the date of this Agreement, except in the cases of clauses (a) through (d), in each case, to the extent that GCAC is disproportionately and adversely affected thereby as compared with other participants in the industry in which GCAC operate.

"GCAC Organizational Documents" means the GCAC Certificate of Incorporation and bylaws, in each case as amended, modified or supplemented in accordance with the terms of this Agreement.

"GCAC Stockholder" means a holder of GCAC Common Stock.

"GCAC Stockholders' Meeting" means a meeting of the holders of GCAC Common Stock to be held for the purpose of approving the GCAC Proposals.

"GCAC Units" means the units issued in the IPO or the overallotment consisting of one (1) share of GCAC Class A Common Stock and one-half (1/2) of one (1) GCAC Warrant.

"Formation Date" means April 26, 2016.

"Hazardous Substance(s)" means (i) any substances, wastes, gases or materials defined, listed, designated, identified or regulated as hazardous or toxic or as a pollutant or a contaminant under any Environmental Law; (ii) petroleum and petroleum products, including crude oil and any fractions thereof; (iii) natural gas, synthetic gas, and any mixtures thereof; (iv) polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, radon mold or urea formaldehyde insulation; and (v) any other substance, material or waste regulated by, or for which standards of care may be imposed under any Environmental Law.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Indebtedness" means, with respect to the Company, any liabilities in respect of: (a) borrowed money, whether current, short-term, secured or unsecured or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money; (b) indebtedness evidenced by bonds, notes, debentures, mortgages or similar instruments; (c) lease obligations that are required to be capitalized in accordance with GAAP; (d) deferred payments, the deferred purchase price of assets, services or securities (including all seller notes and "earn outs" but excluding ordinary trade accounts payable); (e) conditional sale or other title retention agreements; (f) reimbursement obligations, whether contingent or matured, with respect to letters of credit, including standby letters of credit, bankers' acceptances (to the extent drawn), surety bonds (to the extent drawn), other financial guarantees and interest rate protection agreements (to the extent drawn, and without duplication of other indebtedness supported or guaranteed thereby); (g) currency or interest rate swaps, collars, caps, hedges, derivatives or similar arrangements; (h) bank overdrafts and deferred liabilities; (i) all Indebtedness of the type referred to in clauses (a) through (h) guaranteed by the Company or secured by any Lien upon any property or asset owned by the Company or guarantees in respect of the purchase or lease of real property; and (j) accrued and unpaid interest, premiums, penalties, breakage costs, redemption fees or pre-payment costs and other amounts owing in respect of the items described in the foregoing clauses (a) through (i). For the avoidance of doubt, Indebtedness shall not include Taxes.

"Intellectual Property" means (i) patents, patentable inventions, patent applications (including provisional and non-provisional applications) and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brand names, slogans, and other source identifiers together with all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (iv) trade secrets, know-how and confidential and proprietary information, (v) rights in Internet domain names and social media accounts, (vi) computer software programs, including all source code, object code, specifications, designs and documentation related thereto, (vii) domain names, Internet addresses and other computer identifiers, (viii) all other intellectual property or proprietary rights of any kind or description, and (ix) all legal rights arising from items (i) through (viii), including the right to prosecute, enforce and perfect such interests and rights to sue, oppose, cancel, interfere, enjoin and collect damages based upon such interests, including such rights based on past infringement, if any, in connection with any of the foregoing.

"knowledge" or "to the knowledge" of a Person means in the case of the Company, the actual knowledge of the individuals listed on Section 1.01(F) of the Company Disclosure Schedule after reasonable inquiry (and for all purposes of Section 4.13 hereof, "reasonable inquiry" shall not require the Company to have conducted patent clearance or similar freedom to operate searches, or other Intellectual Property searches), and in the case of GCAC, the actual knowledge of Prokopios "Akis" Tsirigakis or George Syllantavos after reasonable inquiry.

"Law" means any federal, state, local, municipal, foreign or other law, statute, legislation, principle of common law, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, directive, requirement, writ, injunction, settlement, Order or Consent that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Leased Real Property" means the real property leased, subleased, licensed or occupied by the Company as tenant, subtenant, licensee or occupant, together with, to the extent leased, subleased, licensed or occupied by the Company, all buildings and other structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances of the Company relating to the foregoing.

"Lien" means any charge, lien, security interest, mortgage, deed of trust, defect of title, easement, right of way, pledge, adverse claim or other encumbrance of any kind (other than those created under applicable securities Laws).

"Merger Sub Organizational Documents" means the certificate of incorporation and bylaws of Merger Sub.

"Milestone" means each of the $15.00 Share Price Milestone and the $17.50 Share Price Milestone.

"Minimum GCAC Cash" means an amount equal to fifty eight and a half million dollars $58,500,000.

"Nasdaq" means The Nasdaq Stock Market LLC.

"Open Source Software" means any Software in source code form that is licensed pursuant to (i) any license that is a license approved by the open source initiative and listed at http://www.opensource.org/licenses, which licenses include all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL), the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), and the Sun Industry Standards License (SISL), (ii) any license to Software that is considered "free" or "open source software" by the open source foundation or the free software foundation, (iii) the Server Side Public License, or (iv) any Reciprocal License.

"PCAOB" means the Public Company Accounting Oversight Board and any division or subdivision thereof.

"Permitted Liens" means (i) such non-monetary imperfections of title, easements, encumbrances, Liens or restrictions that do not materially impair or interfere with the current use of the Company's assets that are subject thereto, (ii) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising in the ordinary course of business, or deposits to obtain the release of such Liens, (iii) Liens for Taxes not yet due and delinquent, or if delinquent, being contested in good faith and for which appropriate reserves have been made in accordance with GAAP, (iv) zoning, entitlement, conservation restriction and other land use and environmental regulations promulgated by Governmental Authorities that are not violated in any material respect by the Company's current use of the assets that are subject thereto, (v) non-exclusive licenses (or sublicenses) of Company Owned IP granted in the ordinary course of business, (vi) non-monetary Liens, encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the present uses of such real property, (vii) Liens identified in the Audited Annual Financial Statements (and, when delivered, the PCAOB Audited Financials), and (viii) Liens on leases, subleases, easements, licenses, rights of use, rights to access and rights of way arising from the provisions of such agreements or benefiting or created by any superior estate, right or interest.

"Per Share Stock Consideration" means a number of shares of GCAC Class A Common Stock equal to (i) the Per Share Merger Consideration Value *divided by* (ii) 10.

"Per Share Merger Consideration Value" means (a) the Equity Value *divided by* (b) the Company Outstanding Shares.

"Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Personal Information" means information that relates to or can be used to identify an identifiable individual, or that relates to an individual and can be linked to an individual's device or IP address. It includes, but is not limited to, "biometric information," "personal information," "personal data," "personally identifiable information" or equivalent terms as defined by applicable Privacy/Data Security Laws.

"PPP" Means the Paycheck Protection Program from the U.S. Small Business Administration.

"PPP Loan" means the loan having a principal amount of $1,121,205.00 received by the Company on April 24, 2020 under the PPP.

"Privacy/Data Security Laws" means all applicable Laws governing the receipt, collection, use, storage, processing, sharing, security, disclosure, or transfer of Personal Information.

"Products" means any products or services under development, developed, manufactured, performed, out-licensed, sold, distributed, or other otherwise made available by or on behalf of the Company, from which the Company has derived previously, is currently deriving or is scheduled to derive, revenue from the sale or provision thereof.

"Proxy Statement" means the proxy statement filed by GCAC as part of the Registration Statement with respect to the GCAC Stockholders' Meeting for the purpose of soliciting proxies from GCAC Stockholders to approve the GCAC Proposals (which shall also provide the GCAC Stockholders with the opportunity to redeem their shares of GCAC Common Stock in connection with a stockholder vote on the Business Combination).

"Reciprocal License" means a license of an item of Software that requires or that conditions any rights granted in such license upon (i) the disclosure, distribution or licensing of any other Software (other than such item of licensed Software as provided by a third party in its unmodified form), (ii) a requirement that any disclosure, distribution or licensing of any other Software (other than such item of licensed Software in its unmodified form) be at no charge, (iii) a requirement that any other licensee of the licensed Software be permitted to access the source code of, modify, make derivative works of, or reverse-engineer any other Software, (iv) a requirement that such other Software be redistributable by other licensees, or (v) the grant of any patent rights (other than patent rights in such item of licensed Software), including non-assertion or patent license obligations (other than patent obligations relating to the use of such item of licensed Software).

"Redemption Rights" means the redemption rights provided for in Article IX of the GCAC Certificate of Incorporation.

"Registered Intellectual Property" means all Intellectual Property that is the subject of an issued patent or registration (or a patent application or an application for registration), including domain names.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or leaching into the indoor or outdoor environment, or into or out of any property.

"Remedial Action" means all actions to (i) clean up, remove, treat, or in any other way address any Hazardous Substance, (ii) prevent the Release of any Hazardous Substance so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care, or (iv) correct a condition of noncompliance with Environmental Laws.

"Requisite Approval" means the written consent or affirmative vote of (i) the holders of a majority of the Company Preferred Stock (voting together as a single class on an "as-converted" to Company Common Stock basis), (ii) the holders of a majority of Company Common Stock, Company Class F Stock and Company Preferred Stock outstanding (voting together as a single class on an "as-converted" to Company Common Stock basis); (iii) the holders of a majority of the Company Common Stock (voting together as a single class) and (iv) the holders of a majority of the Company Class F Stock outstanding (voting together as a single class on an "as-converted" to Company Common Stock basis).

"Requisite Stockholders" means the Persons listed on Section 1.01(E) of the Company Disclosure Schedule.

"Sanctioned Person" means any Person (i) listed on any Sanctions-related list of designated or blocked persons, (ii) the government of, resident in, or organized under the laws of a country or territory that is the subject of comprehensive economic Sanctions (which includes, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region), or (iii) majority-owned or otherwise controlled by any of the foregoing.

"Sanctions" means those applicable, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures administered or enforced by (i) the United States (including the U.S. Treasury Department's Office of Foreign Assets Control), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury, or (v) any other similar governmental authority with jurisdiction over the Company from time to time.

"Securities Act" means the Securities Act of 1933, as amended.

"Sponsor" means, collectively, Growth Capital Sponsor LLC, a Delaware limited liability company, Nautilus Carriers LLC, a Delaware limited liability company, and HB Strategies LLC, a Delaware limited liability company.

"Software" means all computer software (in object code or source code format), data and databases, and related documentation and materials.

"Sponsor Shares" means the shares of the GCAC Class B Common Stock held by the Sponsor as of immediately prior to the Closing.

"Sponsor Warrants" means the private placement warrants exercisable for GCAC Class A Common Stock held by the Sponsor as of immediately prior to the Closing.

"Stock Consideration" means a number of shares of GCAC Class A Common Stock equal to the quotient of (i) the Equity Value *divided by* (ii) 10.

"stockholder" means a holder of stock or shares, as appropriate.

"Subsidiary" or "Subsidiaries" of the Company, the Surviving Corporation, GCAC or any other Person means an Affiliate controlled by such Person, directly or indirectly, through one or more intermediaries.

"Supplier" means any Person that supplies inventory or other materials or personal property, components, or other goods or services (including, design, development and manufacturing services) that comprise or are utilized in, including in connection with the design, development, manufacture or sale of, the Products of the Company.

"Tax" or "Taxes" means any and all taxes (including any charges, duties, levies or other similar governmental assessments in the nature of taxes), including, but not limited to, income, estimated, business, occupation, corporate, capital, gross receipts, transfer, stamp, registration, employment, payroll, unemployment, insurance, social security, national insurance, business license, business organization, environmental, workers compensation, withholding, occupancy, license, lease, service use, severance, capital, production, premium, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, recording, ad valorem, excise, commercial rent, escheat, windfall profits, customs duties, real property, personal property, sales, use, turnover, value added and franchise taxes, in each case imposed by any Governmental Authority, whether disputed or not, together with all and any interest, fines, penalties, assessments or additions to tax imposed with respect thereto.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, in each case filed or required to be filed with a Tax authority.

"Transaction Documents" means this Agreement, including all Schedules and Exhibits hereto, the Company Disclosure Schedule, the Ancillary Agreements, and all other agreements, certificates and instruments executed and delivered by GCAC, Merger Sub or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Treasury Regulations" means the United States Treasury regulations issued pursuant to the Code.

"Virtual Data Room" means the virtual data room established by the Company or its Representatives, hosted by Firmex, with access made available to GCAC and its Representatives.

"Willful Breach" means, with respect to any agreement, a party's knowing and intentional material breach of any of its representations or warranties as set forth in such agreement, or such party's material breach of any of its covenants or other agreements set forth in such agreement, which material breach constitutes, or is a consequence of, a purposeful act or failure to act by such party with the knowledge that the taking of such act or failure to take such act would cause a material breach of such agreement.

Section 1.02 Further Definitions. The following terms have the meaning set forth in the Sections set forth below:

Term	Section
$15.00 Earnout Shares	Annex I
$15.00 Share Price Milestone	Annex I
$17.50 Earnout Shares	Annex I
$17.50 Share Price Milestone	Annex I
A&R Charter Proposal	7.01(b)
Acceleration Event	Annex I
Additional Proposal	7.01(b)
Agreement	Preamble
Antitrust Laws	7.12(a)
Audited Annual Financial Statements	4.07(a)
Blue Sky Laws	4.05(b)
Business Combination	6.03
CARES Act	4.14(q)
Cancelled Shares	3.01(c)
Certificate of Merger	2.02(a)
Certificates	3.02(a)
Change of Control	Annex
Closing	2.02(b)
Closing Date	2.02(b)
Closing Filing	7.09
Closing Press Release	7.09
Company	Preamble
Company Acquisition Proposal	7.05(a)(i)
Company Affiliate Agreement	4.19
Company Board	3.01(e)
Company Board Recommendation	7.03
Company Disclosure Schedule	IV
Company Officer’s Certificate	8.02(c)
Company Software	4.13(i)
Company Permits	4.06(a)
Company Class F Stock Conversion	3.01(a)
Company Preferred Stock Conversion	3.01(a)
Company Share Awards	4.03(a)

Term	Section
Company Software	4.13(i)
Company Stockholder Approval	7.03
Converted Option	3.01(e)
D&O Indemnified Parties	7.06(a)
Data Security Requirements	4.13(j)
DGCL	Recitals
Dissenting Shares	3.05(a)
Earnout Pro Rata Portion	1.01
Earnout Shares	Annex I
Effect	1.01
Effective Time	2.02(a)
Employment Agreements	Recitals
Environmental Permits	4.15
Equity Plan Proposals	7.01(b)
ERISA Affiliate	4.10(c)
ESPP Proposal	7.01(b)
FFCRA	4.14(q)
Further Key Customer Contract	4.25
Further Key Supplier Contract	4.25
GAAP	4.07(a)
GCAC	Preamble
GCAC 2021 Equity Incentive Plan	Recitals
GCAC A&R Bylaws	Recitals
GCAC Second A&R Charter	Recitals
GCAC Acquisition Proposal	7.05(b)(i)
GCAC Board	2.05(b)
GCAC Board Recommendation	7.02
GCAC Class A Common Stock	5.03(a)
GCAC Class B Common Stock	5.03(a)
GCAC Common Stock	5.03(a)
GCAC Disclosure Schedule	Article V
GCAC Equity Incentive Plan Proposal	7.01(b)
GCAC Preferred Stock	5.03(a)
GCAC Proposals	7.01(b)
GCAC Public Warrants	5.16
GCAC SEC Reports	5.07(a)
GCAC Stockholder Approval	5.04(b)
GCAC Warrants	5.03(a)
Governmental Authority	4.05(b)

Term	Section
Health Plan	4.10(k)
Intended Tax Treatment	Recitals
Interim Financial Statements	4.07(b)
Interim Financial Statements Date	4.07(b)
Investment Company Act	5.13
Investors	Recitals
IPO	6.03
IRS	4.10(b)
Key Customers	4.16(a)(iv)
Law	1.01
Lease	4.12(b)
Lease Documents	4.12(b)
Letter of Transmittal	3.03(a)
Lock-Up Agreements	Recitals
Material Contracts	4.16(a)
Merger	Recitals
Merger Payment Schedule	3.02(h)
Merger Sub	Preamble
Merger Sub Common Stock	5.03(b)
Nasdaq Proposal	7.01(b)
Non-Disclosure Agreement	7.04(b)
Nonparty Affiliate	10.11
Ordinary Commercial Agreement	4.14(b)
Outside Date	9.01(b)
Outstanding Company Transaction Expenses	3.04(a)
Outstanding GCAC Transaction Expenses	3.04(b)
PIPE Investment	Recitals
Plans	4.10(a)
PPACA	4.10(k)
Prospectus	6.03
Public Stockholders	6.03
Redemption	Recitals
Registration Rights Agreement	Recitals
Registration Statement	7.01(a)
Released Claims	6.03
Remedies Exceptions	4.04
Representatives	7.04(a)

Term	Section
Sarbanes-Oxley Act	5.07(a)
SEC	5.07(a)
Shelf	7.01(f)
Signing Filing	7.09
Signing Press Release	7.09
Stockholder Support Agreements	Recitals
Subscription Agreements	Recitals
Surviving Corporation	Recitals
Terminating Company Breach	9.01(f)
Terminating GCAC Breach	9.01(g)
Transaction Proposal	7.01(b)
Trust Account	5.13
Trust Agreement	5.13
Trust Fund	5.13
Trustee	5.13
Written Consent	7.03

Section 1.03 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the definitions contained in this agreement are applicable to the other grammatical forms of such terms, (iv) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (v) the terms "Article," "Section," "Schedule" and "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (vi) the word "including" means "including without limitation," (vii) the word "or" shall be disjunctive but not exclusive, (viii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto except with respect to the Company Disclosure Schedule and the GCAC Disclosure Schedule and (ix) references to any Law shall include all rules and regulations promulgated thereunder and shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified, and when counting days, the date of commencement will not be included as a full day for purposes of computing any applicable time periods (except as otherwise may be required under any applicable Law). If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) Any reference in this Agreement to "made available" or similar term means a document or other item of information that was provided or made available to GCAC or Merger Sub by the Company or its Representatives or uploaded to the Virtual Data Room, in each case, at least three (3) days prior to the date of this Agreement.

(e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II
AGREEMENT AND PLAN OF MERGER

Section 2.01 The Merger. Upon the terms and subject to the conditions set forth in Article VIII, and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the Surviving Corporation.

Section 2.02 Effective Time; Closing.

(a) As promptly as practicable, but in no event later than three (3) Business Days, after the satisfaction or, if permissible, waiver of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or, if permissible, waiver of such conditions at the Closing), the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and mutually agreed by the parties (the date and time of the filing of such Certificate of Merger (or such later time as may be agreed by each of the parties hereto and specified in such Certificate of Merger) being the "Effective Time").

(b) Immediately prior to such filing of the Certificate of Merger in accordance with Section 2.02(a), a closing (the "Closing") shall be held by electronic exchange of deliverables and release of signatures for the purpose of confirming the satisfaction or waiver, as the case may be, of the conditions set forth in Article VIII. The date on which the Closing shall occur is referred to herein as the "Closing Date."

Section 2.03 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

Section 2.04 Governing Documents.

(a) At the Effective Time, the Company Charter, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety to read substantially identically to the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time (except that all references in the certificate of incorporation of Merger Sub (i) to its name, date of incorporation, registered office and registered agent shall instead refer to the name, date of incorporation, registered office and registered agent, respectively, of the Company as provided in the Company Charter immediately prior to the Effective Time and (ii) naming the incorporator(s), the initial board of directors, or original subscribers for shares of Merger Sub shall be omitted), and as so amended shall be the certificate of incorporation of the Surviving Corporation until thereafter supplemented or amended as provided therein and in accordance with the DGCL (subject to Section 7.06).

(b) The bylaws of the Company as in effect immediately prior to the Effective Time shall remain the bylaws of the Surviving Corporation until thereafter supplemented or amended as provided therein, in the Surviving Corporation's certificate of incorporation and in accordance with the DGCL (subject to Section 7.06).

(c) Subject to receipt of the GCAC Stockholder Approval, GCAC shall file the GCAC Second A&R Charter with the Secretary of State of the State of Delaware on the Closing Date and prior to the Effective Time (to be effective upon its filing.

(d) GCAC shall take all necessary action such that the GCAC A&R Bylaws shall be the bylaws of GCAC as of immediately following the Effective Time and until thereafter supplemented or amended as provided therein, in the GCAC Second A&R Charter and in accordance with the DGCL.

Section 2.05 Directors and Officers.

(a) The parties will take all requisite actions such that the initial directors of the Surviving Corporation and the initial officers of the Surviving Corporation immediately after the Effective Time shall be the individuals indicated on Section 2.05(a) of the Company Disclosure Schedule, each to hold office in accordance with the provisions of the DGCL and the certificate of incorporation and bylaws of the Surviving Corporation and until their respective successors are, in the case of the initial directors, duly elected or appointed and qualified and, in the case of the initial officers, duly appointed.

(b) The parties shall cause the Board of Directors of GCAC (the "GCAC Board") and the officers of GCAC as of immediately following the Effective Time to be comprised of the individuals set forth on Section 2.05(b) of the Company Disclosure Schedule, each to hold office in accordance with the DGCL and the GCAC Second A&R Charter and the GCAC A&R Bylaws and until their respective successors are, in the case of the directors, duly elected or appointed and qualified and, in the case of the officers, duly appointed.

ARTICLE III
CONVERSION OF SECURITIES; EXCHANGE OF COMPANY SECURITIES

Section 3.01 Conversion of Securities.

(a) The Company shall take all actions necessary to cause (i) each share of Company Class F Stock that is issued and outstanding immediately prior to the Effective Time to be automatically converted immediately prior to the Effective Time into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company Charter in accordance with the terms of the Company Charter (the "Company Class F Stock Conversion"); and (ii) each share of Company Preferred Stock that is issued and outstanding immediately prior to the Effective Time to be automatically converted immediately prior to the Effective Time into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company Charter in accordance with the terms of the Company Charter (the "Company Preferred Stock Conversion"). All of the shares of Company Class F Stock and Company Preferred Stock converted into shares of Company Common Stock shall be canceled, shall no longer be outstanding and shall cease to exist and no payment or distribution shall be made with respect thereto, and each holder of shares of Company Class F Stock or Company Preferred Stock, as applicable, shall thereafter cease to have any rights with respect to such securities.

(b) At the Effective Time (and, for the avoidance of doubt, following the Company Class F Stock Conversion and Company Preferred Stock Conversion), by virtue of the Merger and without any action on the part of GCAC, Merger Sub, the Company or the Company Stockholders, each share of Company Common Stock (including Company Common Stock resulting from the Company Class F Stock Conversion and Company Preferred Stock Conversion) that is issued and outstanding immediately prior to the Effective Time (other than the Dissenting Shares and the Cancelled Shares) shall be converted into the right to receive (i) the contingent right to receive a number of Earnout Shares (which may be zero (0)) following the Closing in accordance with Section 3.06 and Annex I and (ii) the Per Share Stock Consideration.

From and after the Effective Time, all of the shares of Company Common Stock converted into the right to receive consideration as described in this Section 3.01(b) shall no longer be outstanding and shall cease to exist, and each holder of shares of Company Common Stock shall thereafter cease to have any rights with respect to such securities, except the right to receive the applicable consideration described in this Section 3.01(b) into which such share of Company Common Stock shall have been converted.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each Company Share held in the treasury of the Company or by any Subsidiary of the Company shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto (such Company Shares, the "Cancelled Shares").

(d) At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one (1) validly issued, fully paid and nonassessable share of common stock, par value $0.001 per share, of the Surviving Corporation.

At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each Company Option that is outstanding immediately prior to the Effective Time shall be assumed by GCAC and converted into an option to purchase shares of GCAC Class A Common Stock (each, a "Converted Option"), provided that the assumption and conversion of any such Company Options that are incentive stock options under Section 422 of the Code will be effected in a manner that is intended to be consistent with the applicable requirements of Section 424 of the Code and the applicable regulations promulgated thereunder. Each Converted Option will have and be subject to the same terms and conditions (including vesting, expiration and exercisability terms) as were applicable to such Company Option immediately before the Effective Time, except that (x) each Converted Option will be exercisable for that number of shares of GCAC Class A Common Stock equal to the product (rounded down to the nearest whole number) of (1) the number of shares of Company Common Stock subject to the Company Option immediately before the Effective Time and (2) the Per Share Stock Consideration; and (y) the per share exercise price for each share of GCAC Class A Common Stock issuable upon exercise of the Converted Option will be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing (1) the exercise price per share of Company Common Stock of such Company Option immediately before the Effective Time by (2) the Per Share Stock Consideration; provided, however, that the exercise price and the number of shares of GCAC Class A Common Stock purchasable under each Converted Option will be determined in a manner consistent with the requirements of Section 409A of the Code and the applicable regulations promulgated thereunder. In connection with the assumption of the Converted Options pursuant to this Section 3.01(e), the Company and GCAC shall cause GCAC to assume the Company Option Plan as of the Effective Time. Except as provided in Section 6.01(b)(ii), the remaining 1,397,094 shares of Company Common Stock available for issuance under the Company Option Plan (collectively, the "Remaining Shares") shall not be subject to awards under the Company Option Plan following the date of this Agreement and no awards of the Remaining Shares shall be made by the Company at any time following the date hereof without the express written consent of GCAC; provided that if the Closing shall not occur prior to the date of termination of this Agreement in accordance with the terms hereof, the Remaining Shares shall again remain available for awards under the Company Option Plan. Prior to the Effective Time and subject to the prior reasonable review and approval of GCAC (which approval shall not be unreasonably withheld, delayed, or conditioned), the Board of Directors of the Company (the "Company Board") shall adopt such resolutions as necessary to effect the transactions anticipated by this Section 3.01(e) under the Company Option Plan.

(e) Immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the Company Warrant shall be exercised in accordance with its terms and the shares issued therefrom shall be shares of Company Common Stock outstanding as of immediately prior to the Effective Time. The Company shall take all action necessary to effect the exercise of the Company Warrant contemplated by this Section 3.01(f) without any cost or other liability or obligation to the Company.

Section 3.02 Exchange of Company Securities.

(a) Exchange Procedures. Concurrently with the mailing of the Consent Solicitation Statement, GCAC shall mail or cause to be mailed to each holder of Company Common Stock, Company Class F Stock or Company Preferred Stock evidenced by certificates (the "Certificates") entitled to receive the Per Share Stock Consideration pursuant to Section 3.01: a letter of transmittal, which shall be in a form reasonably acceptable to GCAC and the Company (the "Letter of Transmittal"), and which shall (A) contain customary representations and warranties as to title, authorization, execution and delivery, (B) contain a customary release of all claims against GCAC and the Company arising out of or related to such holder's ownership of shares of Company Common Stock, Company Class F Stock or Company Preferred Stock, (C) specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to GCAC, and (D) include instructions for use in effecting the surrender of the Certificates pursuant to the Letter of Transmittal. Within two (2) Business Days (but in no event prior to the Effective Time) after the surrender to GCAC of all Certificates held by such holder for cancellation (to the extent such shares of Company Common Stock, Company Class F Stock or Company Preferred Stock are or were certificated), together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may be required pursuant to such instructions, the holder of such Certificates shall be entitled to receive in exchange therefore, and GCAC shall deliver the Per Share Stock Consideration in accordance with the provisions of Section 3.01, and the Certificate so surrendered shall forthwith be cancelled. Until surrendered as contemplated by this Section 3.02, each Certificate entitled to receive the Per Share Stock Consideration, in accordance with Section 3.01 shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the Per Share Stock Consideration that such holder is entitled to receive in accordance with the provisions of Section 3.01.

(b) No Further Rights in Company Common Stock, Company Class F Stock or Company Preferred Stock. The Per Share Stock Consideration payable upon conversion of the Company Shares (including Company Shares resulting from the conversion of the Company Class F Stock and Company Preferred Stock) in accordance with the terms hereof shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such Company Shares.

(c) Adjustments to Per Share Consideration. The Per Share Stock Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to GCAC Class A Common Stock occurring on or after the date hereof and prior to the Effective Time.

(d) No Liability. None of GCAC or the Surviving Corporation shall be liable to any holder of Company Shares (including shares of Company Common Stock resulting from the conversion of the Company Class F Stock and Company Preferred Stock) for any such Company Shares (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 3.02.

(e) Withholding Rights. Notwithstanding anything in this Agreement to the contrary, each of the Surviving Corporation, GCAC and Merger Sub shall be entitled to deduct and withhold from amounts (including shares, options or other property) otherwise payable, issuable or transferable pursuant to this Agreement to any holder of Company Options or Company Shares (including shares of Company Common Stock resulting from the conversion of the Company Class F Stock and Company Preferred Stock) such amounts as it is required to deduct and withhold with respect to such payment, issuance or transfer under the Code or any provision of state, local or non U.S. Tax Law. To the extent that amounts are so deducted or withheld and timely paid to the applicable Governmental Authority in accordance with applicable Law, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid, issued or transferred to the holder of the Company Securities (or intended recipients of compensatory payments) in respect of which such deduction and withholding was made.

(f) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, GCAC will issue in exchange for such lost, stolen or destroyed Certificate, the Per Share Stock Consideration that such holder is otherwise entitled to receive pursuant to, and in accordance with, the provisions of Section 3.01.

(g) Fractional Shares. No certificates or scrip or shares representing fractional shares of GCAC Class A Common Stock shall be issued upon the exchange of Company Shares and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a stockholder of GCAC or a holder of shares of GCAC Class A Common Stock. Notwithstanding anything to the contrary contained herein, no fraction of a share of GCAC Class A Common Stock shall be issued by virtue of the Merger or the Transactions contemplated hereby, and each holder who would otherwise be entitled to a fraction of a share of GCAC Class A Common Stock (after aggregating all fractional shares of GCAC Class A Common Stock that otherwise would be received by such holder) shall instead have the number of shares of GCAC Class A Common Stock issued to such holder rounded in the aggregate to the nearest whole share of GCAC Class A Common Stock.

(h) Merger Payment Schedule. At least three (3) Business Days prior to the Closing Date, the Company shall deliver to GCAC a schedule (the "Merger Payment Schedule") that is true, complete and correct showing (i) the percentage allocation of the Stock Consideration to each of the holders of Company Securities at the Closing as well as the corresponding number (and class) of shares of GCAC Class A Common Stock to be issued to such holders of Company Common Stock in accordance with Section 3.01 and the Company Charter, and (ii) with respect to each holder of Company Securities, the Earnout Pro Rata Portion in respect of such holder's Company Common Stock (including, for the avoidance of doubt, the holder of the Company Warrant immediately prior to the Effective Time, assuming the exercise thereof in accordance with Section 3.01(f)). The Merger Payment Schedule shall also include (A) the name of each Company Securityholder and any other holder of Equity Equivalents and (B) the number and type of Company Shares, Company Options, Company Warrant and other Equity Equivalents held by each holder thereof.

Section 3.03 Stock Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of Company Shares thereafter on the records of the Company. From and after the Effective Time, the holders of Certificates representing Company Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Company Common Stock, Company Class F Stock or Company Preferred Stock, except as otherwise provided in this Agreement or by Law. On or after the Effective Time, any Certificates presented to GCAC for any reason shall be converted into the Per Share Stock Consideration, in accordance with the provisions of Section 3.01.

Section 3.04 Payment of Expenses.

(a) No sooner than five (5) nor later than two (2) Business Days prior to the Closing Date, the Company shall provide to GCAC a written report setting forth a list of all of the following fees and expenses incurred by or on behalf of the Company in connection with the preparation, negotiation and execution of this Agreement and the consummation of the Transactions (together with written invoices and wire transfer instructions for the payment thereof), solely to the extent such fees and expenses are incurred and expected to remain unpaid as of the close of business on the Business Day immediately preceding the Closing Date: (i) the fees and disbursements of outside counsel to the Company incurred in connection with the Transactions and (ii) the fees and expenses of any other agents, advisors, consultants, experts, financial advisors and other service providers engaged by the Company in connection with the Transactions (collectively, the "Outstanding Company Transaction Expenses"). On the Closing Date, following the Closing, GCAC shall pay or cause to be paid, by wire transfer of immediately available funds, all such Outstanding Company Transaction Expenses. For the avoidance of doubt, the Outstanding Company Transaction Expenses shall not include any fees and expenses of the Company Stockholders.

(b) No sooner than five (5) nor later than two (2) Business Days prior to the Closing Date, GCAC shall provide to the Company a written report setting forth a list of all fees, expenses and disbursements incurred by or on behalf of GCAC, Merger Sub or Sponsor for outside counsel, agents, advisors, consultants, experts, financial advisors and other service providers engaged by or on behalf of GCAC, Merger Sub or Sponsor in connection with the Transactions or otherwise in connection with GCAC's operations (together with written invoices and wire transfer instructions for the payment thereof) (collectively, the "Outstanding GCAC Transaction Expenses"). On the Closing Date, GCAC shall pay or cause to be paid, by wire transfer of immediately available funds, all such Outstanding GCAC Transaction Expenses.

(c) Except as set forth in this Section 3.04 or elsewhere in this Agreement, all expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such expenses, whether or not the Merger or any other Transactions are consummated, except that GCAC and the Company shall each pay fifty percent (50%) of all filing fees relating to all SEC and other regulatory filing fees (including those incurred in connection with the Registration Statement and the filing fees for the Notification and Report Forms filed under the HSR Act).

Section 3.05 Appraisal Rights.

(a) Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock, Company Class F Stock and Company Preferred Stock outstanding immediately prior to the Effective Time and owned by a holder who is entitled to: (a) demand and has properly demanded appraisal for such shares in accordance with, and who complies in all respects with, Section 262 of the DGCL or (b) dissenters' rights pursuant to the provisions of Chapter 13 of the California General Corporate Law (the "CGCL") by reason of Section 2115 of the CGCL (in any such case, such shares, "Dissenting Shares") shall not be converted into the right to receive the consideration set forth in Section 3.01(b), and shall instead entitle the holder thereof only to such rights as are provided such holder by Section 262 of the DGCL or Chapter 13 of the CGCL, as applicable. If any such holder fails to perfect or otherwise waives, withdraws or loses such holder's right to appraisal under Section 262 of the DGCL or dissenters' rights under Chapter 13 of the CGCL, as applicable, then such shares shall cease to be Dissenting Shares and shall be deemed to have been converted, as of the Effective Time, into and shall be exchangeable solely for the right to receive the consideration set forth in Section 3.01(b) in accordance with this Article III.

(b) Prior to the Closing, the Company shall give GCAC (i) prompt notice of any demands for appraisal received by the Company and any withdrawals of such demands, and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL or the CGCL. The Company shall not, except with the prior written consent of GCAC (which consent shall not be unreasonably withheld, conditioned or delayed), make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

Section 3.06 Earnout Shares. In accordance with Annex I hereto, GCAC will issue within five (5) Business Days following the occurrence of the $15.00 Share Price Milestone and/or the $17.50 Share Price Milestone, as applicable, to each holder of Company Common Stock (including, for the avoidance of doubt, the holder of the shares of Company Common Stock received upon exercise of the Company Warrant immediately prior to the Effective Time in accordance with Section 3.01(f)) that had an Earnout Pro Rata Portion exceeding zero (0), the $15.00 Earnout Shares and/or the $17.50 Earnout Shares, as applicable, which Earnout Shares shall be fully paid and free and clear of all Liens other than applicable securities Law restrictions, as applicable. Notwithstanding the foregoing, the issuance of the Earnout Shares shall be subject to withholding pursuant to Section 3.02(e).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule delivered by the Company to GCAC and Merger Sub in connection with this Agreement (the "Company Disclosure Schedule") (each section of which qualifies (a) the correspondingly numbered representation, warranty or covenant specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent on its face or cross-referenced), the Company hereby represents and warrants to GCAC and Merger Sub as follows:

Section 4.01 Organization and Qualification; Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted. The Company is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that would not, individually or in the aggregate, be expected to have a Company Material Adverse Effect.

(b) Section 4.01(b) of the Company Disclosure Schedule sets forth a complete and correct list of each Subsidiary of the Company, its place and form of organization and schedule of stockholders (or comparable equity holders). Except as disclosed in Section 4.01(b) of the Company Disclosure Schedule, each of the Subsidiaries of the Company is wholly owned by the Company, directly or indirectly, free and clear of any Liens (other than Permitted Liens). Each Subsidiary of the Company has been duly organized, is validly existing and (where applicable) in good standing under the laws of its jurisdiction of organization and has all organizational powers and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted. Each such Subsidiary is duly qualified to do business as a foreign entity and (where applicable) is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that would not, individually or in the aggregate, be expected to have a Company Material Adverse Effect. The Company and its Subsidiaries do not directly or indirectly own, and have never owned, any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any other corporation, partnership, joint venture or business association or other Person.

Section 4.02 Certificate of Incorporation and Bylaws. The Company has prior to the date of this Agreement made available to GCAC in the Virtual Data Room a complete and correct copy of the Company Charter and the bylaws of the Company and the equivalent organizational documents of each of the Company's Subsidiaries. The Company Charter, the bylaws of the Company and such organizational documents are accurate and complete and are in full force and effect. The Company is not in violation of any of the provisions of the Company Charter or bylaws of the Company, and none of the Company's Subsidiaries is in violation of any provision of its organizational documents, and there are no circumstances known to the Company that would be reasonably expected to give rise to a violation of any of the provisions of the Company Charter, the bylaws of the Company or any of the organizational documents of any of the Company's Subsidiaries. The Company is not in violation of any stockholders agreement, voting agreement or similar organizational document to which it or any of its Subsidiaries is a party and, to the Company's knowledge, no other party to any such agreement is in violation thereof and there are no circumstances known to the Company that would reasonably be expected to give rise to any such violation by the Company, any of its Subsidiaries or any other party thereto.

Section 4.03 Capitalization.

(a) The authorized capital stock of the Company consists of (i) 75,000,000 shares of Company Common Stock, of which 27,515,691 shares are issued and outstanding and of which 8,402,000 are reserved for issuance upon the Company Class F Stock Conversion and 22,806,009 are reserved for issuance upon the Company Preferred Stock Conversion; (ii) 8,402,000 shares of Class F Stock, of which 8,372,143 shares are issued and outstanding; (iii) 8,000,000 shares of Series A Preferred Stock, all of which are issued and outstanding; (iv) 4,069,600 shares of Series B Preferred Stock, all of which are issued and outstanding; (v) 3,272,475 shares of Series B-1 Preferred Stock, all of which are issued and outstanding; and (vi) 7,463,934 shares of Series C Preferred Stock, of which 6,329,416 shares are issued and outstanding. The rights, preferences, privileges and restrictions of the Company Common Stock, Company Class F Stock and Company Preferred Stock are as stated in the Company Charter. No Company Shares are held in the treasury of the Company and 1,397,094 shares of Company Common Stock are reserved for future issuance pursuant to outstanding Company Options and other purchase rights (the "Company Share Awards") granted pursuant to the Company Option Plan or otherwise.

(b) Other than the Company Options and the Company Warrant, there are no options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued share capital of the Company or any of its Subsidiaries or obligating the Company or any of its Subsidiaries to issue or sell any shares of, or other equity or voting interests in, or any securities convertible into or exchangeable or exercisable for shares or other equity or other voting interests in, the Company or any of its Subsidiaries. Except as set forth on Section 4.03(b) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries is a party to, or otherwise bound by, and neither the Company nor any of its Subsidiaries has granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares, or other securities or ownership interests in, the Company or any of its Subsidiaries. There are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements to which the Company or any of its Subsidiaries is a party, or to the Company's knowledge, among any holder of Company Shares or any other equity interests or other securities of the Company or any of its Subsidiaries to which the Company or one or more of its Subsidiaries is not a party, with respect to the voting or transfer of the Company Shares or any of the equity interests or other securities of the Company or any of its Subsidiaries.

(c) Section 4.03(c) of the Company Disclosure Schedule sets forth the following information with respect to each Company Share Award outstanding as of the date hereof, if applicable: (i) the name of the Company Share Award recipient; (ii) whether the Company Share Award was granted pursuant to the Company Option Plan; (iii) the number and type of shares of the Company outstanding with respect to such Company Share Award; (iv) the exercise or purchase price of such Company Share Award; (v) the date on which such Company Share Award was granted; and (vi) the date on which such Company Share Award expires. The Company has made available to GCAC in the Virtual Data Room an accurate and complete copy of the Company Option Plan and all forms of award agreements evidencing all outstanding Company Share Awards. No Company Option was granted with an exercise price per share less than the fair market value of the underlying shares of Company Common Stock as of the date such Company Option was granted. All shares of the Company subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable.

(d) There are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of the Company or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any Person.

(e) (i) There are no commitments or agreements of any character to which the Company is bound obligating the Company to accelerate the vesting of any Company Share Award or Company Option as a result of the proposed Transactions, and (ii) all outstanding Company Shares, all outstanding Company Share Awards and all Company Options, have been issued and granted in compliance with (A) all applicable securities Laws and other applicable Laws and (B) all preemptive rights and other requirements set forth in applicable Contracts to which the Company is a party and the organizational documents of the Company.

(f) Except for the Company Shares held by the stockholders of the Company, no shares or other equity or voting interest of the Company, or options, warrants or other rights to acquire any such shares or other equity or voting interest, of the Company is authorized or issued and outstanding.

(g) All outstanding Company Shares, and all outstanding comparable equity interests in respect of the Company's Subsidiaries, have been issued and granted in compliance with (i) applicable securities Laws and other applicable Laws and (ii) any preemptive rights and other similar requirements set forth in applicable Contracts to which the Company or any such Subsidiary is a party.

Section 4.04 Authority Relative to This Agreement. The Company has all necessary corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and, subject to receiving the Company Stockholder Approval, to consummate the Transactions. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Transactions (other than, with respect to the Merger, the Company Class F Stock Conversion and the Company Preferred Stock Conversion, the Company Stockholder Approval, which the Written Consent shall satisfy, and, with respect to the Merger only, the filing and recordation of appropriate merger documents as required by the DGCL). This Agreement and each other Transaction Document to which the Company is a party and has executed has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by GCAC and Merger Sub and the other parties thereto, as applicable, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally and by general equitable principles (the "Remedies Exceptions"). No state takeover Law or similar restrictions are applicable to the Merger or the other Transactions.

Section 4.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by the Company does not, and subject to receipt of the filing and recordation of appropriate merger documents as required by the DGCL and of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions referenced in Section 4.05(b) and set forth on Section 4.05(b) of the Company Disclosure Schedule, including the Written Consent, being made, obtained or given, the consummation of the Merger by the Company will not (i) conflict with or violate the certificate of incorporation or bylaws or any equivalent organizational documents of the Company or any of its Subsidiaries, (ii) conflict with or violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, or (iii) result in any breach of or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than any Permitted Lien) on any material property or asset of the Company or any of its Subsidiaries pursuant to, any Contract to which the Company or any of its Subsidiaries is a party or by which its assets are bound, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not have or reasonably be expected to have a Company Material Adverse Effect.

(b) The execution and delivery of this Agreement by the Company does not, and the performance of this Agreement by the Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any United States federal, state, county or local or non-United States government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body or commission, or other similar dispute-resolving panel (a "Governmental Authority"), except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, state securities or "blue sky" laws ("Blue Sky Laws") and state takeover Laws, the pre-merger notification requirements of the HSR Act, and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not have or would not reasonably be expected to have a Company Material Adverse Effect.

Section 4.06 Permits; Compliance.

(a) Each of the Company and its Subsidiaries is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for the Company and its Subsidiaries to own, lease and operate their respective properties or to carry on their respective businesses as they are now being conducted (the "Company Permits"). Each Company Permit is in full force and effect in accordance with its terms and no suspension or cancellation of any of the Company Permits is pending or, to the knowledge of the Company, threatened. To the knowledge of the Company, none of such Company Permits upon its termination or expiration in the ordinary due course will not be renewed or reissued in the ordinary course of business upon terms and conditions substantially similar to its existing terms and conditions. There are no Actions pending or, to the knowledge of the Company, threatened, that seek the revocation, cancellation, limitation, restriction or termination of any Company Permit. Each of the Company and its Subsidiaries is in material compliance with all Company Permits applicable to the Company and its Subsidiaries.

(b) Each of the Company and its Subsidiaries is, and since December 31, 2018 has been, in compliance in all material respects with all applicable Laws. Neither the Company nor any of its Subsidiaries has received any written notice from any Governmental Authority of any violation of any applicable Law by the Company or its Subsidiaries at any time since December 31, 2018, which violation would, individually or in the aggregate, reasonably be expected to be material to the Company or any of its Subsidiaries.

(c) The Company and its Subsidiaries are not in conflict with, or in default, breach or violation of, and, to the Company's knowledge, there is no event which, with notice or lapse of time or both, would become a default of, any Material Contract, except, in each case, for any such conflicts, defaults, breaches or violations that would not have or would not, individually or in the aggregate, reasonably be expected to be material to the Company.

Section 4.07 Financial Statements; Internal Controls.

(a) The Company has made available to GCAC in the Virtual Data Room true and complete copies of the audited balance sheets of the Company as of December 31, 2019 and as of December 31, 2020, and the related statements of operations and cash flows of the Company for each of the years then ended (collectively, the "Audited Annual Financial Statements"). Each of the Audited Annual Financial Statements (including the notes thereto) (i) was prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly presents, in all material respects, the financial position, results of operations and cash flows of the Company and Subsidiaries as of and at the date thereof and for the period indicated therein, except as otherwise noted therein. Each of the PCAOB Audited Financials (as described in Section 7.01(a)) (including the notes thereto), when delivered in accordance with this Agreement (i) will be prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) will fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and its Subsidiaries as of and at the date thereof and for the period indicated therein, except as otherwise noted therein.

(b) The Company has made available to GCAC in the Virtual Data Room true and complete copies of the unaudited balance sheet of the Company as of March 31, 2021 (the "Interim Financial Statements Date"), and the related unaudited statements of operations and cash flows of the Company for the three-month period then ended (collectively, the "Interim Financial Statements"), which are attached as Section 4.07(b) of the Company Disclosure Schedule. The Interim Financial Statements were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except for the omission of footnotes and subject to year-end adjustments) and fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and its Subsidiaries as of and at the date thereof and for the period indicated therein, except as otherwise noted therein and subject to normal and recurring year-end adjustments.

(c) Except as and to the extent set forth on the Audited Annual Financial Statements or the Interim Financial Statements, or, when delivered, the PCAOB Audited Financials, the Company does not have any liability, debt or obligation of a nature (whether accrued, absolute, contingent or otherwise), required to be reflected on a consolidated balance sheet prepared in accordance with GAAP consistently applied and in accordance with past practice, except for: (i) liabilities that were incurred in the ordinary course of business since the Interim Financial Statements Date, (ii) liabilities or obligations disclosed in the Company Disclosure Schedule or (iii) such other liabilities and obligations which would not, individually or in the aggregate, reasonably expected to be material to the Company. None of the Company or any of its Subsidiaries is a party to, or has any commitment to become a party to, any contract or arrangement that would constitute an "off balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K under the Exchange Act), where the result, purpose or intended effect of such contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, the Company on the Audited Annual Financial Statements or the Interim Financial Statements, or, when delivered, the PCAOB Audited Financials.

(d) Since the Formation Date, (i) none of the Company, any of its Subsidiaries or, to the Company's knowledge, any director, officer, employee, auditor, accountant or Representative of the Company or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or, to the knowledge of the Company, oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company, its Subsidiaries or their respective internal accounting controls, including any such complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices and (ii) there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, general counsel, the Company Board or any committee thereof.

(e) To the knowledge of the Company, no employee of the Company or any of its Subsidiaries has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any applicable Law. None of the Company, any of its Subsidiaries or, to the knowledge of the Company, any officer, employee, contractor, subcontractor or agent of the Company or any of its Subsidiaries has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of the Company or any of its Subsidiaries in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. sec. 1514A(a).

(f) All accounts receivable of the Company or any of its Subsidiaries reflected on the Interim Financial Statements or arising thereafter have arisen from bona fide transactions in the ordinary course of business consistent with past practices and in accordance with GAAP and are collectible, subject to bad debts reserved in the Interim Financial Statements. To the knowledge of the Company, such accounts receivables are not subject to valid defenses, setoffs or counterclaims, other than routine credits granted for errors in ordering, shipping, pricing, discounts, rebates, returns in the ordinary course of business and other similar matters. The Company's reserve for contractual allowances and doubtful accounts is adequate in all material respects and has been calculated in a manner consistent with past practices. Since December 31, 2020, none of the Company or any of its Subsidiaries has modified or changed in any material respect its sales practices or methods, including such practices or methods in accordance with which the Company or any of its Subsidiaries sells goods, fills orders or record sales.

(g) All accounts payable of the Company or any of its Subsidiaries reflected on the Interim Financial Statements or arising thereafter are the result of bona fide transactions in the ordinary course of business and have been paid or are not yet due or payable. Since December 31, 2020, none of the Company or any of its Subsidiaries has altered in any material respects its practices for the payment of such accounts payable, including the timing of such payment.

(h) The Company and its Subsidiaries maintain systems of internal control over financial reporting that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance: (i) that the Company and its Subsidiaries maintains records that in reasonable detail accurately and fairly reflect, in all material respects, its transactions and dispositions of assets; (ii) that transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP; (iii) that receipts and expenditures are being made only in accordance with authorizations of the Company's management and the Company Board; and (iv) regarding prevention or timely detection of unauthorized acquisition, use or disposition of its assets that could have a material effect on its financial statements. The Company has made available to GCAC a true and complete copy of any disclosure (or, if unwritten, a summary thereof) by any representative of the Company or any of its Subsidiaries to the Company's or any of its Subsidiaries' respective independent auditors relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would adversely affect the ability of the Company or any of its Subsidiaries to record, process, summarize and report financial data. The Company has no knowledge of any fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of the Company or any of its Subsidiaries. Since December 31, 2020, there have been no material changes in the Company's or any of its Subsidiaries' respective internal control over financial reporting.

(i) Neither the Company (including any employee thereof) nor the Company's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company or its Subsidiaries, (ii) any fraud, whether or not material, that involves the Company's or any of its Subsidiaries' respective management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company or any of its Subsidiaries or (iii) any claim or allegation regarding any of the foregoing.

Section 4.08 Absence of Certain Changes or Events.

(a) Since December 31, 2020 and prior to the date of this Agreement, except as otherwise reflected in the Annual Financial Statements or the Interim Financial Statements, or as expressly contemplated by this Agreement, (i) the Company and each of its Subsidiaries has conducted its businesses in all material respects in the ordinary course and in a manner consistent with past practice, other than due to any actions taken due to a "shelter in place," "non-essential employee" or similar direction of any Governmental Authority, (ii) neither the Company nor any of its Subsidiaries has sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title or interest in or to any of their respective material assets (including Company Owned IP) other than non-exclusive licenses (or sublicenses of Company Owned IP granted in the ordinary course of business), and (iii) neither the Company nor any of its Subsidiaries has taken any action that, if taken after the date of this Agreement, would constitute a material breach of any of the covenants set forth in Section 6.01.

(b) Since December 31, 2020 through the date hereof, there has not been a Company Material Adverse Effect.

Section 4.09 Absence of Litigation. There is no material Action pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, or any property or asset of the Company or any of its Subsidiaries. None of the Company, any of its Subsidiaries or any property or asset of the Company or any Subsidiary, or any of their respective current or former directors or officers (provided, that any of the following matters involving the directors or officers of the Company or its Subsidiaries must be related to the Company's or a Subsidiary's business, equity securities or assets) is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority. In the past five (5) years, none of the current or former officers, senior management or directors of the Company have been charged with, indicted for, arrested for, or convicted of any felony or any crime involving fraud.

Section 4.10 Employee Benefit Plans.

(a) Section 4.10(a) of the Company Disclosure Schedule lists, as of the date of this Agreement, all Employee Benefit Plans that are maintained, contributed to, required to be contributed to, or sponsored by the Company or any Subsidiary for the benefit of any current or former employee, officer, director or consultant, or under which the Company or any Subsidiary has or could incur any liability (contingent or otherwise) (collectively, the "Plans").

(b) With respect to each Plan, the Company has made available to GCAC in the Virtual Data Room, if applicable (i) a true and complete copy of the current plan document and all amendments thereto and each trust, insurance contract, or other funding arrangement, (ii) copies of the most recent summary plan description and any summaries of material modifications, (iii) a copy of the 2019 filed Internal Revenue Service ("IRS") Form 5500 annual report and accompanying schedules (or, if not yet filed, the most recent draft thereof), (iv) copies of the most recently received IRS determination, opinion or advisory letter, (v) the three (3) most recent nondiscrimination testing reports, and (vi) any material, non-routine correspondence from any Governmental Authority with respect to any Plan since the Formation Date. The Company does not have any commitment to modify, change or terminate any Plan, other than with respect to a modification, change or termination required by ERISA or the Code, or other applicable Law.

(c) None of the Plans is or was since the Formation Date, nor does the Company or any ERISA Affiliate have or reasonably expect to have any liability or obligation under (i) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) subject to Section 412 of the Code or Title IV of ERISA, (iii) a multiple employer plan subject to Section 413(c) of the Code, (iv) a multiple employer welfare arrangement under ERISA, or (v) a voluntary employees' beneficiary association as defined in Section 501(c)(9) of the Code. For purposes of this Agreement, "ERISA Affiliate" means any entity that together with the Company would be deemed a "single employer" for purposes of Section 4001(b)(1) of ERISA or Sections 414(b), (c) or (m) of the Code.

(d) The Company is not, nor will be, obligated, whether under any Plan or otherwise, to pay separation, severance, termination or similar benefits to any Person as a result of any Transaction, nor will any Transaction accelerate the time of payment or vesting, or increase the amount, of any benefit or other compensation due to any Person. The Transactions shall not be the direct or indirect cause of any amount paid or payable by the Company being classified as an "excess parachute payment" under Section 280G of the Code and no arrangement exists pursuant to which the Company or any Subsidiary will be required to "gross up" or otherwise compensate any Person because of the imposition of any excise tax on a payment to such Person.

(e) None of the Plans provides, nor does the Company have or reasonably expect to have any obligation to provide, medical or other welfare benefits to any current or former employee, officer, director or consultant of the Company or any Subsidiary after termination of employment or service except as may be required under Section 4980B of the Code and Part 6 of Title I of ERISA and the regulations thereunder.

(f) Each Plan is and has been since the Formation Date in compliance, in all material respects, in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code. The Company and its ERISA Affiliates have performed, in all material respects, all obligations required to be performed by them under, are not in any material respect in default under or in violation of, and have no knowledge of any default or violation in any material respect by any party to, any Plan. No Action is pending or, to the knowledge of the Company, threatened with respect to any Plan (other than claims for benefits in the ordinary course) and, to the knowledge of the Company, no fact or event exists that could reasonably be expected to give rise to any such Action.

(g) Each Plan that is intended to be qualified under Section 401(a) of the Code has (i) timely received a favorable determination letter from the IRS covering all of the provisions applicable to the Plan for which determination letters are currently available that the Plan is so qualified and each trust established in connection with such Plan is exempt from federal income Tax under Section 501(a) of the Code or (ii) is entitled to rely on a favorable opinion or advisory letter from the IRS, and to the knowledge of Company, no fact or event has occurred since the date of such determination, opinion, or advisory letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Plan or the exempt status of any such trust.

(h) There has not been any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable events (within the meaning of Section 4043 of ERISA) with respect to any Plan that could reasonably be expected to result in material liability to the Company or any Subsidiary. There have been no acts or omissions by the Company or any ERISA Affiliate that have given or could reasonably be expected to give rise to any material fines, penalties, Taxes or related charges under Sections 502 or 4071 of ERISA or Section 511 or Chapter 43 of the Code for which the Company or any ERISA Affiliate may be liable.

(i) All contributions, premiums or payments required to be made with respect to any Plan have been, in all material respects, timely made to the extent due or properly accrued on the consolidated financial statements of the Company.

(j) The Company and each ERISA Affiliate has complied in all material respects with the notice and continuation coverage requirements, and all other requirements, of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and the regulations thereunder, with respect to each Plan that is, or was during any taxable year for which the statute of limitations on the assessment of federal income Taxes remains open, by consent or otherwise, a group health plan within the meaning of Section 5000(b)(1) of the Code.

(k) The Company and each Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (each, a "Health Plan") is and has been in compliance, in all material respects, with the Patient Protection and Affordable Care Act of 2010 ("PPACA"), and no event has occurred, and no condition or circumstance exists, that could reasonably be expected to subject the Company, any ERISA Affiliate or any Health Plan to any material liability for penalties or excise Taxes under Sections 4980D or 4980H of the Code or any other provision of the PPACA.

(l) Each Plan that constitutes a nonqualified deferred compensation plan subject to Section 409A of the Code has been administered and operated, in all material respects, in compliance with the provisions of Section 409A of the Code and the Treasury Regulations thereunder, and no additional Tax under Section 409A(a)(1)(B) of the Code has been or could reasonably be expected to be incurred by a participant in any such Plan. No Company Options or other equity-based awards have been issued or granted by the Company are subject to Section 409A of the Code. There is no Contract or plan to which the Company or any Subsidiary is a party or by which it is bound to compensate any employee, consultant, director, or other Person for penalty taxes paid pursuant to Section 409A of the Code.

Section 4.11 Labor and Employment Matters.

(a) Section 4.11(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of all employees of the Company and its Subsidiaries as of the date hereof, including any employee who is on a leave of absence of any nature, authorized or unauthorized, and sets forth for each such individual by first and last name the following: (i) title or position (including whether full or part time); (ii) hire date and service date (if different); (iii) current annualized base salary or (if paid on an hourly basis) hourly rate of pay; (iv) commission, bonus or other incentive based compensation; (v) whether the employee is classified as exempt or non-exempt; and (vi) location. As of the date hereof, all compensation, including wages, commissions and bonuses, due and payable to all employees of the Company and its Subsidiaries for services performed on or prior to the date hereof have been paid in full (or accrued in full in the Company's financial statements) in all material respects. Except as set forth in Section 4.11(a) of the Company Disclosure Schedule, (i) each Company Employee is employed "at will" and (ii) the Company has no obligation or Liability (whether or not contingent) with respect to severance payments to any such employees under the terms of any written or, to the Company's Knowledge, oral agreement.

(b) Section 4.11(b) of the Company Disclosure Schedule sets forth a true, correct and complete list of all individual independent contractors (including consultants) currently engaged by the Company, along with the each such contractor's date of retention and rate of remuneration.

(c) (i) There are no material Actions pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries by any of their respective current or former employees, a Person alleging to be a current or former employee or any Governmental Authority, relating to any alleged violation of Law or regulation, breach of any express or implied contract of employment, wrongful termination of employment, or any other discriminatory, wrongful or tortious conduct in connection with the employment relationship; (ii) neither the Company nor any of its Subsidiaries is, nor has the Company or any of its Subsidiaries been since the Formation Date, a party to, bound by, or negotiating any collective bargaining agreement or other contract with a union, works council or labor organization applicable to Persons employed by the Company or any of its Subsidiaries, nor, to the knowledge of the Company, are there any activities or proceedings of any labor union to organize any such employees; (iii) there are no unfair labor practice complaints pending against the Company or any of its Subsidiaries before the National Labor Relations Board; and (iv) there has never been, nor, to the knowledge of the Company, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting, or, to the knowledge of the Company, threat thereof, by or with respect to any employees of the Company or any of its Subsidiaries.

(d) The Company and each of its Subsidiaries is and has been since the Formation Date in material compliance in all respects with all applicable Laws relating to the employment, employment practices, employment discrimination, terms and conditions of employment, mass layoffs and plant closings (including the Worker Adjustment and Retraining Notification Act of 1988 or any similar state or local Laws), immigration, employee classification, meal and rest breaks, pay equity, workers' compensation, family and medical leave, and occupational safety and health requirements, payment of wages and overtime wages, hours of work, employee scheduling, employee terminations and collective bargaining as required by the appropriate Governmental Authority and are not liable for any material arrears of wages, penalties or other sums for failure to comply with any of the foregoing nor is liable for any material payment to any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations for employees, independent contractors or consultants (other than routine payments to be made in the ordinary course of business and consistent with past practice).

(e) Except as would not be material, (i) all individuals who perform or have performed services for the Company or any of its Subsidiaries have been properly classified under applicable Law (A) as employees or individual independent contractors and (B) for employees, as an "exempt" employee or a "non-exempt" employee (within the meaning of the FLSA and state Law), (ii) no such individual has been improperly included or excluded from any Plan, and (iii) neither the Company nor any of its Subsidiaries has notice of any pending or threatened inquiry or audit from any Governmental Authority concerning any such classifications.

Section 4.12 Real Property; Title to Assets.

(a) Neither the Company nor any of its Subsidiaries owns any real property.

(b) Section 4.12(b) of the Company Disclosure Schedule lists the street address of each parcel of Leased Real Property, and sets forth a list of each lease, sublease, license or occupancy agreement pursuant to which the Company or any of its Subsidiaries leases, subleases, licenses or occupies any real property (each, a "Lease"), with the name of the lessor or any other party thereto, and the date of the Lease in connection therewith and each material amendment, extension, renewal or guaranty to any of the foregoing (collectively, the "Lease Documents"). True, correct and complete copies of all Lease Documents have been made available to GCAC in the Virtual Data Room. Except as otherwise set forth in Section 4.12(b) of the Company Disclosure Schedule, (i) there are no leases, licenses, subleases, sublicenses, concessions or other Contracts granting to any Person other than the Company or any of its Subsidiaries the right to use or occupy any Leased Real Property, and (ii) all such Leases are in full force and effect, are valid and enforceable in accordance with their respective terms, subject to the Remedies Exceptions, and there is not, under any of such Leases, any existing default or event of default (or event which, with notice or lapse of time, or both, would constitute a default) by the Company or any of its Subsidiaries or, to the Company's knowledge, by the other party to such Leases, except as would not, individually or in the aggregate, be material to the Company. Neither the Company nor any of its Subsidiaries, has subleased, sublicensed or otherwise granted to any Person any right to use, occupy or possess any portion of the Leased Real Property.

(c) Other than any actions taken due to a "shelter in place," "non-essential employee" or similar direction of any Governmental Authority, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any of its Subsidiaries to use any Leased Real Property by such party for the purposes for which it is currently being used, except as would not, individually or in the aggregate, be material to the Company. There are no latent defects or adverse physical conditions affecting the Leased Real Property, and improvements thereon, other than those that would not, individual or in the aggregate, be material to the Company.

(d) The Company and its Subsidiaries have legal and valid title to, or, in the case of Leased Real Property and assets, valid leasehold or subleasehold interests in, all of its properties and assets, tangible and intangible, real, personal and mixed, used or held for use in its business, free and clear of all Liens other than Permitted Liens, except as would not, individually or in the aggregate, be material to the Company.

(e) All of the land, buildings, structures and other improvements leased, licensed or otherwise used or occupied by the Company and its Subsidiaries in the conduct of the Business are included in the Leased Real Property.

Section 4.13 Intellectual Property.

(a) Section 4.13(a) of the Company Disclosure Schedule contains a true, correct and complete list of all of the following that are (as applicable) owned or purported to be owned, used or held for use by the Company or any of its Subsidiaries: (1) Registered Intellectual Property constituting Company Owned IP (showing in each, as applicable, the filing date, date of issuance, and registration or application number, and registrar), (2) all material unregistered Company Owned IP and (3) all Contracts or agreements to use any material Company Licensed IP (other than Contracts for (x) commercially available, "off-the-shelf" Software and Open Source Software, and (y) commercially available Business Systems). The Company IP constitutes all Intellectual Property rights necessary for, or to the knowledge of the Company, otherwise used in, the operation of the business of the Company as currently conducted and is sufficient for the conduct of such business as currently conducted as of the date hereof. For clarity, the Company's only representations of non-infringement are as set out in Section 4.13(d) hereof. For each patent right listed in Schedule 4.13(a), the Company and its Subsidiaries, and their respective attorneys, agents and relevant employees and other representatives have met their duty of disclosure and candor and good faith as required under 37 C.F.R. § 1.56 and complied with analogous laws and regulations where applicable outside of the United States.

(b) Other than as set forth in Section 4.13(b) of the Company Disclosure Schedule, the Company and its Subsidiaries own and possess, free and clear of all Liens (other than Permitted Liens and non-exclusive licenses), all right, title and interest in and to the Company Owned IP and have the right to use pursuant to a valid and enforceable written contract or license, all material Company Licensed IP. All material Company Owned IP is subsisting, and to the knowledge of the Company, valid and (other than pending applications) enforceable, and payment of all renewal and maintenance fees and expenses in respect thereof, and all filing fees related thereto, in each case due prior to the date hereof, have been duly made.

(c) Each of the Company and its Subsidiaries has taken and takes commercially reasonable actions to maintain, protect and enforce all material Company Owned IP, including the secrecy, confidentiality and value of its trade secrets and other material Confidential Information. Neither the Company nor any of its Subsidiaries has disclosed any trade secrets or other Confidential Information that relates to the Products or is otherwise material to the business of the Company to any other Person other than pursuant to a written confidentiality agreement under which such other Person agrees to maintain the confidentiality and protect such Confidential Information. No funding or facilities of a Governmental Authority or a university, college, other educational institution or research center was used in the development of any Company Owned IP.

(d) Other than as set forth in Section 4.13(d) of the Company Disclosure Schedule, (i) there have been no claims filed and served or material claims threatened in writing, against the Company or any of its Subsidiaries by any Person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any of the Company Owned IP, or (B) alleging any infringement or misappropriation of, or other violation of, any Intellectual Property rights of other Persons (including any unsolicited written demands or written offers to license any Intellectual Property rights from any other Person); (ii) the operation of the business of the Company (including the Products) has not and does not infringe, misappropriate or violate, any Intellectual Property rights of other Persons; (iii) to the Company's knowledge, no other Person has infringed, misappropriated or violated any of the Company Owned IP; and (iv) neither the Company nor any of its Subsidiaries has received written notice of any of the foregoing or received any formal written opinion of counsel regarding the foregoing.

(e) Other than as set forth in Section 4.13(e) of the Company Disclosure Schedule, all Persons who have contributed, developed or conceived any Company Owned IP have executed valid and enforceable written agreements with the Company or its Subsidiaries, as applicable, substantially in the form made available to Merger Sub or GCAC in the Virtual Data Room, pursuant to which each Person (i) conveys to the Company or such Subsidiary, as applicable, any and all right, title and interest in and to all Intellectual Property developed by such Person specifically for the Company or such Subsidiary, as applicable, and (ii) obligates such Person to keep any Confidential Information, including trade secrets, of the Company or such Subsidiary, as applicable, confidential both during and after the term of employment or engagement.

(f) Section 4.13(f) of the Company Disclosure Schedule sets forth a list of all Open Source Software that has been used in, incorporated into, integrated or bundled with any Products by the Company or any of its Subsidiaries, and for each such item of Open Source Software, the name and version number of the applicable license.

(g) Neither the Company nor any of its Subsidiaries uses or has used any Open Source Software or any modification or derivative thereof in a manner that would (i) grant or purport to grant to any other Person any rights to or immunities under any of the Company Owned IP, or (ii) subject any of the Company Owned IP to any Reciprocal License.

(h) The Company and each of its Subsidiaries owns, leases, licenses, or otherwise has the legal right to use all Business Systems, and such Business Systems are sufficient in all material respects for the current needs of the business of the Company and such Subsidiary, as applicable, as currently conducted by the Company and such Subsidiary, as applicable. The Company and each of its Subsidiaries maintains commercially reasonable data backup, data breach, data storage, system redundancy, disaster recovery, business continuity and risk assessment plans, procedures and facilities. The Business Systems controlled by the Company and each of its Subsidiaries (i) are in operating condition and in a good state of maintenance and repair (ordinary wear and tear excepted) and perform the functions necessary to carry on the conduct of the business of the Company and such Subsidiary, as applicable, (ii) conform in all material respects with all representations and warranties established by the Company and such Subsidiary, as applicable, to its customers pursuant to its contractual obligations to its customers, (iii) have been maintained by the Company and such Subsidiary, as applicable, in accordance with its contractual obligations to its customers and (iv) do not contain any virus, software routine or hardware component designed to permit unauthorized access to or disable or otherwise harm any computer, systems or software, or any software routine designed to disable. To the Company's knowledge, since the Formation Date, there has not been any material failure, breakdown, or other adverse event with respect to any of the Business Systems that are material to the conduct of the business of the Company and its Subsidiaries that has not been remedied or replaced in all material respects.

(i) The Company and each of its Subsidiaries has possession of or access to the source code for each material version of Software owned or purported to be owned by the Company or such Subsidiary, as applicable ("Company Software"), as well as documentation related thereto, sufficient to enable a software developer of reasonable skill to understand, debug, repair, revise, modify, enhance, compile, support and otherwise utilize such Software. Except as set forth on Section 4.13(i) of the Company Disclosure Schedule, to the knowledge of the Company, no Person other than the Company, its Subsidiaries and their respective contractors engaged to provide services relating to the Company Software has possession of or access to or rights in the source code of any Company Software. With respect to all material Company Software, the Company and each of its Subsidiaries is in actual possession and control of the applicable source code, object code, code writes, notes, documentation, and know-how to the extent required for use, distribution, development, enhancement, maintenance and support of such Company Software. Neither the Company nor any of its Subsidiaries has disclosed source code for Company Software to a third party outside of the scope of a written agreement that reasonably protects the Company's rights in such source code. Other than pursuant to agreements entered into in the ordinary course of business, no Person other than the Company and its Subsidiaries has any rights to use any Company Software.

(j) The Company and each of its Subsidiaries currently and since the Formation Date have been in material compliance with (i) all Privacy/Data Security Laws applicable to the Company and such Subsidiaries, (ii) any applicable written privacy or other policies of the Company and its Subsidiaries, respectively, published on a Company website or otherwise made publicly available by the Company and each of its Subsidiaries concerning the collection, dissemination, storage or use of Personal Information in the Company's or Subsidiary's possession, custody or control, (iii) industry standards to which the Company or any Subsidiary is contractually bound to adhere with respect to Personal Information in the Company's or Subsidiary's possession, custody or control, and (iv) all contractual commitments that the Company or any of its Subsidiaries has entered into or is otherwise bound with respect to privacy or data security (collectively, the "Data Security Requirements"). The Company and its Subsidiaries have implemented commercially reasonable data security safeguards to protect the security and integrity of the Business Systems constituting Company Owned IP and any Personal Information in the Company's or Subsidiary's possession, custody or control. The employees and contractors of the Company and each of its Subsidiaries receive commercially reasonable training on information security issues. To the Company's knowledge there is no Disabling Device in any of the Business Systems constituting Company Owned IP or Product components. Since the Formation Date, neither the Company nor any of its Subsidiaries has (i) to the Company's knowledge, experienced any data security breaches, unauthorized access or use of any of the Business Systems constituting Company Owned IP, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Personal Information in the Company's or Subsidiary's possession, custody or control; or (ii) been subject to or received notice of any audits, proceedings or investigations by any Governmental Authority or any customer, or received any claims or complaints regarding the collection, dissemination, storage or use of Personal Information in the Company's possession, custody or control, or the violation of any applicable Data Security Requirements.

(k) The Company and each of its Subsidiaries (i) owns the Business Data constituting Company Owned IP free and clear of any restrictions other than those imposed by Data Security Requirements, or (ii) has the right, as applicable, to use, exploit, publish, reproduce, distribute, license, sell, and create derivative works of the other Business Data, in whole or in part, in the manner in which the Company or such Subsidiary, as applicable, receives and uses such Business Data prior to the Closing Date subject to any restrictions under Data Security Requirements.

(l) Neither the Company nor any of its Subsidiaries is, nor has it ever been, a member or promoter of, or a contributor to, any industry standards body or similar standard setting organization that could require or obligate the Company to grant or offer to any other Person any license or right to any Company Owned IP.

Section 4.14 Taxes.

(a) The Company and each of its Subsidiaries: (i) has duly and timely filed all material Tax Returns it is required to have filed as of the date hereof (taking into account any extension of time within which to file) and all such filed Tax Returns are complete and accurate in all material respects and were prepared in substantial compliance with all applicable Laws; (ii) has paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that it is required to have paid as of the date hereof to avoid penalties or charges for late payment or has adequately reserved in its Annual Financial Statements; (iii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the ordinary course of business); (iv) does not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open. The probable and estimable unpaid Taxes of the Company and its consolidated Subsidiaries as of the date of the Interim Financial Statements did not exceed the reserves for Taxes of the Company and its consolidated Subsidiaries set forth in the Interim Financial Statements.

(b) Neither the Company nor any of its Subsidiaries is a party to, is not bound by and does not have an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement, and does not have any liability or obligation to any Person as a result of or pursuant to any such agreement, contract, arrangement or commitment, in each case other than an agreement, contract, arrangement or commitment the primary purpose of which does not relate to Taxes (an "Ordinary Commercial Agreement").

(c) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing under Section 481(c) of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) entered into or created prior to the Closing; (v) prepaid amount received prior to the Closing outside the ordinary course of business; or (vi) any election made pursuant to Section 965(h) of the Code on or prior to the Closing Date.

(d) The Company and each of its Subsidiaries has withheld and paid to the appropriate Tax authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party.

(e) Neither the Company nor any of its Subsidiaries has ever been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return.

(f) Neither the Company nor any of its Subsidiaries has any liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, or, except pursuant to an Ordinary Commercial Agreement, by contract or otherwise pursuant to applicable Law.

(g) Neither the Company nor any of its Subsidiaries has any request for a closing agreement, private letter ruling, or similar ruling in respect of Taxes pending between the Company, on the one hand, and any Tax authority, on the other hand.

(h) The Company has made available to GCAC in the Virtual Data Room true, correct and complete copies of the U.S. federal income Tax Return filed by the Company for its 2019 tax year.

(i) Neither the Company nor any of its Subsidiaries has, in any year for which the applicable statute of limitations remains open, distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(j) Neither the Company nor any of its Subsidiaries has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(k) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted in writing against the Company or any of its Subsidiaries any deficiency or claim for any Taxes or interest thereon or penalties in connection therewith that has not been paid or otherwise resolved in full.

(l) There are no Tax Liens upon any assets of the Company and its Subsidiaries except for Permitted Liens.

(m) Neither the Company nor any of its Subsidiaries has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither the Company nor any of its Subsidiaries has received written notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) Neither the Company nor any of its Subsidiaries has received written notice of any claim from a Tax authority in a jurisdiction in which the Company or such Subsidiary does not file Tax Returns stating that the Company or such Subsidiary, as applicable, is or may be subject to Tax in such jurisdiction.

(o) For U.S. federal income tax purposes, the Company is, and has been since its formation, classified as a corporation. Section 4.14(o) of the Company Disclosure Schedule sets forth the U.S. federal income tax classification of each Company Subsidiary, and each of the Company Subsidiaries has at all times been treated consistent with such classification.

(p) The Company and its Subsidiaries are in compliance in all material respects with all applicable transfer pricing Laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology and conducting intercompany transactions at arm's-length.

(q) Neither the Company nor any of its Subsidiaries has (i) applied for or received any loan under the Paycheck Protection Program under the CARES Act, (ii) deferred any Taxes under Section 2302 of the CARES Act, the Presidential Memorandum on "Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster" dated August 8, 2020, or Notice 2020-65, 2020-38 I.R.B. 567 or claimed any Tax credit under Section 2301 of the CARES Act or Sections 7001-7003 of the FFCRA, or (iii) with respect to (i) or (ii), any corresponding or similar provision of state, local or non-U.S. Tax law. "CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act of 2020, Pub. L. 116-136 (as the same may be amended or modified). "FFCRA" means the Families First Coronavirus Response Act (as the same may be amended or modified). Neither the Company nor any Company Subsidiary has filed any amended Tax Return or other claim for a Tax refund as a result of, or in connection with, the carry back of any net operating loss or other attribute to a year prior to the taxable year including the Closing Date under Section 172 of the Code, as amended by Section 2303 of the CARES Act (or any corresponding or similar provision of state, local or non-U.S. law).

(r) The Company, after consultation with its tax advisors, is not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Merger, taken together, from qualifying for the Intended Tax Treatment.

Section 4.15 Environmental Matters.

(a) The Company and each of its Subsidiaries is in material compliance with, and since the Formation Date has not materially violated, applicable Environmental Laws, including obtaining, maintaining in good standing, and complying in all material respects with all permits, licenses and other authorizations required of the Company or such Subsidiary, as applicable, under applicable Environmental Law ("Environmental Permits"), and, to the Company's knowledge, no facts, circumstances, or conditions currently exist that could adversely affect such continued compliance with Environmental Laws and Environmental Permits or require material capital expenditures to achieve or maintain such continued compliance with Environmental Laws and Environmental Permits.

(b) None of the properties currently or, to the knowledge of the Company, formerly owned, leased or operated by the Company and its Subsidiaries (including soils and surface and ground waters) are or have been contaminated with, any Hazardous Substances, and neither the Company nor any Subsidiaries has manufactured, treated, stored, disposed of, arranged for or permitted the disposal of, generated, handled or Released any Hazardous Substances, in each case in a manner, quantity or concentration that has given or would reasonably be expected to give rise to any material liability or obligation under applicable Environmental Laws. To the knowledge of the Company, there is not located at any of the properties of the Company or any Subsidiary any (i) underground storage tanks, (ii) asbestos-containing material, or (iii) equipment containing polychlorinated biphenyls. Neither the Company nor any of its Subsidiaries is, in any material respect, actually, potentially or allegedly liable pursuant to applicable Environmental Laws for any off-site contamination by Hazardous Substances.

(c) The Company and each of its Subsidiaries has all required Environmental Permits, the Company and each of its Subsidiaries is and has been in compliance in all material respects with such Environmental Permits, and no Action is pending or, to the Company's knowledge, threatened, to revoke, modify, or terminate any such Environmental Permit.

(d) Neither the Company nor any of its Subsidiaries is the subject of any pending or, or to the Company's knowledge, threatened Action, nor has the Company nor any of its Subsidiaries received any written notice, alleging any material violation of or, or material liability under, Environmental Laws or its Environmental Permits or relating to Hazardous Substances.

(e) Neither the Company nor any Subsidiary is the subject of any outstanding Order or Contract with any Governmental Authority or other Person in respect of any (i) Environmental Laws, (ii) Remedial Action, or (iii) Release or threatened Release of a Hazardous Substance.

(f) The Company has provided or made available to GCAC in the Virtual Data Room all material environmental site assessments, studies, reports, analysis and results of investigations that have been performed in respect of the currently or previously owned, leased, or operated properties of the Company and its Subsidiaries.

Section 4.16 Material Contracts.

(a) Section 4.16(a) of the Company Disclosure Schedule lists the following types of Contracts and agreements to which the Company or any of its Subsidiaries is a party, excluding for this purpose, any purchase orders submitted by customers and the Plans listed on Section 4.10(a) of the Company Disclosure Schedule (such contracts and agreements as are required to be set forth in Section 4.16(a) of the Company Disclosure Schedule being the "Material Contracts"):

(i) all Contracts and agreements with consideration payable to or by the Company or any of its Subsidiaries, exclusive of postage or interchange, of more than $100,000, in the aggregate, over any 12-month period;

(ii) all Contracts and agreements with suppliers to the Company or any of its Subsidiaries, including those relating to the design, development, manufacture or sale of Products of the Company or any of its Subsidiaries, for expenditures paid or payable by the Company or any of its Subsidiaries of more than $50,000, in the aggregate, over any 12-month period;

(iii) all Contracts with any of the top five (5) customers of the Company and its Subsidiaries, taken as a whole, based on revenue for the fiscal year ended December 31, 2020 or top five (5) suppliers of the Company and its Subsidiaries, taken as a whole, based on amounts paid by the Company and its Subsidiaries, for the fiscal year ended December 31, 2020;

(iv) all material Contracts granting rights to manufacture, produce, assemble, license, market or sell any Products of the Company or any of its Subsidiaries;

(v) all material Contracts with any original equipment manufacturer or "Tier 1" original equipment manufacturer or supplier;

(vi) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts and agreements to which the Company or any of its Subsidiaries is a party that are material to the business of the Company;

(vii) all management Contracts (excluding Contracts for employment) to the extent material to the business of the Company;

(viii) all Contracts with any directors, officers or employees of the Company or any Subsidiary (other than the Plans listed on Section 4.10(a) of the Company Disclosure Schedule or at-will employment arrangements with employees entered into in the ordinary course of business consistent with past practice);

(ix) all Contracts or agreements involving the payment of royalties or other amounts calculated based upon the revenues or income of the Company or any of its Subsidiaries or income or revenues related to any Product of the Company or any of its Subsidiaries to which the Company or such Subsidiary, as applicable, is a party;

(x) all Contracts and agreements evidencing Indebtedness in an amount greater than $100,000, and any pledge agreements, security agreements or other collateral agreements in which the Company or any of its Subsidiaries granted to any Person a security interest in or Lien on any of the property or assets of the Company or any of its Subsidiaries, and all agreements or instruments guaranteeing the debts or other obligations of any Person;

(xi) all Contracts establishing any joint venture, partnership, strategic alliance or other collaboration that is material to the business of the Company and its Subsidiaries;

(xii) any Contract with outstanding obligations for the sale or purchase of personal property (excluding Intellectual Property), fixed assets or real estate having a value individually, with respect to all sales or purchases thereunder, in excess of $250,000 or, together with all related Contracts, in excess of $500,000 in the calendar year ended December 31, 2020 or any subsequent calendar year;

(xiii) all Contracts and agreements with any Governmental Authority to which the Company or any of its Subsidiaries is a party, other than any Company Permits;

(xiv) all Contracts and agreements that limit, or purport to limit, the ability of the Company or any of its Subsidiaries to compete in any line of business or with any Person or in any geographic area or during any period of time, excluding Contracts as to which any such limit or limits are solely in respect of confidentiality obligations or use restrictions on confidential information exchanged thereunder;

(xv) all Contracts or arrangements that result in any Person holding a power of attorney from the Company that materially relates to the Company, or materially impacts its business;

(xvi) all Leases, and all leases or master leases of personal property, reasonably likely to result in annual payments of $100,000 or more in a 12-month period;

(xvii) all Contracts required to be listed in Section 4.13(a) of the Company Disclosure Schedule;

(xviii) all Contracts which involve the license or grant of rights to Company Owned IP by the Company or any of its Subsidiaries that are material to the business of the Company, other than non-exclusive licenses (or sublicenses) granted in the ordinary course of business;

(xix) all Contracts or agreements under which the Company or any of its Subsidiaries has agreed to purchase goods or services from a vendor, supplier or other Person on a preferred supplier or "most favored supplier" basis;

(xx) all Contracts or agreements for the development of Company Owned IP for the benefit of the Company or any of its Subsidiaries that are material to the Company, other than employment and consulting agreements entered into on the form of such agreement made available in the Virtual Data Room, without material modification;

(xxi) all Contracts or agreements under which any broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions, or which has a fee tail still in effect, based upon arrangements made by or on behalf of the Company or any of its Subsidiaries;

(xxii) any Company Affiliate Agreement that will not be terminated at or prior to the Closing;

(xxiii) any Contract that contains an existing obligation (contingent or otherwise) to pay any amounts in respect of indemnification obligations, purchase price adjustment, earn-outs, backend payment, deferred payments or similar obligation;

(xxiv) any Contract that grants to any Person any option, right of first offer or right of first refusal or similar right to purchase, lease, sublease, license, use, possess or occupy any securities, assets or other interest of the Company or any of its Subsidiaries;

(xxv) any principal transaction Contract entered into in connection with a completed acquisition or disposition by the Company or any of its Subsidiaries since December 31, 2018 involving consideration in excess of $250,000 of any Person or other business organization, division or business of any Person (including through merger or consolidation or the purchase of a controlling equity interest in or substantially all of the assets of such Person or by any other manner); and

(xxvi) any Contract not made in the ordinary course of business and not disclosed pursuant to any other clause under this Section 4.16 that resulted in revenue or required expenditures in excess of $1,000,000 in the calendar year ended December 31, 2020.

(b) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries taken as a whole (i) each Material Contract is a legal, valid and binding obligation of the Company or any of its Subsidiaries, as applicable, and, to the knowledge of the Company, the other parties thereto, and neither the Company nor any of its Subsidiaries is in breach or violation of, or default, or would be in breach or violation of, or default, with the giving of notice or lapse of time or both, under, any Material Contract nor has any Material Contract been canceled by the other party; (ii) to the Company's knowledge, no other party is in breach or violation of, or default, or would be in breach or violation of, or default, with the giving of notice or lapse of time or both, under, any Material Contract; and (iii) neither the Company nor any of its Subsidiaries has received any written, or to the knowledge of the Company, oral claim of any default under any such Material Contract. The Company has furnished or made available to GCAC in the Virtual Data Room true and complete copies, in all respects, of all Material Contracts, including amendments thereto that are material in nature.

Section 4.17 Insurance.

(a) Section 4.17(a) of the Company Disclosure Schedule sets forth, with respect to each material insurance policy (including binders of property, fire and casualty, product liability, workers' compensation, and other forms of insurance) under which the Company or any of its Subsidiaries is an insured, a named insured or otherwise the principal beneficiary of coverage as of the date of this Agreement (i) the names of the insurer, the principal insured and each named insured, (ii) the policy number, (iii) the period, scope and amount of coverage and (iv) the premium most recently charged. A true, correct and complete copy of each such insurance policy as in effect as of the date hereof has previously been made available to GCAC in the Virtual Data Room.

(b) With respect to each such material insurance policy: (i) the policy is legal, valid, binding and enforceable in accordance with its terms (subject to the Remedies Exceptions) and, except for policies that have expired under their terms in the ordinary course, is in full force and effect; (ii) neither the Company nor any of its Subsidiaries is in material breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), the Company and its Subsidiaries have not received any written notice of cancellation or termination, and no event has occurred which, with notice or the lapse of time, would constitute such a material breach or default, or permit termination or modification, under the policy; and (iii) to the knowledge of the Company, no insurer on the policy has been declared insolvent or placed in receivership, conservatorship or liquidation. Except as disclosed on Section 4.17 of the Company Disclosure Schedule, no insurer has denied or disputed coverage of any material claim under an insurance policy during the last twelve (12) months.

Section 4.18 Board Approval; Vote Required. The Company Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, or by unanimous written consent, has duly (a) determined that this Agreement and the Merger are fair to and in the best interests of the Company, (b) approved this Agreement and the Merger and declared their advisability, and (c) recommended that the stockholders of the Company approve and adopt this Agreement and approve the Merger and directed that this Agreement and the Transactions (including the Merger, the Company Class F Stock Conversion and the Company Preferred Stock Conversion) be submitted for consideration by the Company's stockholders. The Requisite Approval is the only vote of the holders of any class or series of capital stock or other securities of the Company necessary to adopt this Agreement and the other Transaction Documents to which the Company is a party and approve the Transactions. The Written Consent, if executed and delivered by the Company Stockholders that have executed Stockholder Support Agreements, would satisfy the Company Stockholder Approval and no additional approval or vote from any holders of any class or series of capital stock of the Company would then be necessary to adopt this Agreement and approve the Transactions. Each Person listed on Section 1.01(E) of the Company Disclosure Schedule, and each other Person (if any) that executes and delivers a Stockholder Support Agreement prior to the effectiveness of the Written Consent, is an executive officer, director, affiliate, founder or family member of a founder or holder of at least five percent (5%) of the voting equity securities of the Company, in each case, within the meaning of the SEC's Compliance and Disclosure Interpretation 239.13.

Section 4.19 Interested Party Transactions. Except for employment relationships and the payment of compensation, benefits and expense reimbursements and advances in the ordinary course of business, no stockholder, director, employee, officer or other affiliate of the Company or any of its Subsidiaries or any of their respective Affiliates or immediate family members (each of the foregoing, a "Related Person"), to the Company's knowledge, has or has had, directly or indirectly: (a) an economic interest in any Person that has furnished or sold, or furnishes or sells, services or Products that the Company or any of its Subsidiaries furnishes or sells, or proposes to furnish or sell; (b) an economic interest in any Person that purchases from or sells or furnishes to, the Company or any of its Subsidiaries, any goods or services; (c) a beneficial interest in any contract or agreement disclosed in Section 4.16(a) of the Company Disclosure Schedule; (d) beneficial ownership interest (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of any of the Company or (e) any contractual or other arrangement with the Company or any of its Subsidiaries, other than customary indemnity arrangements; provided, however, that ownership of no more than five percent (5%) of the outstanding voting stock of a publicly traded corporation shall not be deemed an "economic interest in any person" for purposes of this Section 4.19 (each of the foregoing, a "Company Affiliate Agreement"). Neither the Company nor any of its Subsidiaries has, since the Formation Date, (i) extended or maintained credit, arranged for the extension of credit or renewed an extension of credit in the form of a personal loan to or for any Related Person (or equivalent thereof) of the Company or such Subsidiary, as applicable, or (ii) materially modified any term of any such extension or maintenance of credit.

Section 4.20 Exchange Act. Neither the Company nor any of Subsidiaries is currently (nor has either previously been) subject to the requirements of Section 12 of the Exchange Act.

Section 4.21 Brokers. Except as disclosed on Section 4.21 of the Company Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

Section 4.22 Certain Business Practices.

(a) Since the Formation Date, none of the Company, its Subsidiaries, any of their respective directors, officers, or employees or, to the Company's knowledge, agents, while acting on behalf of the Company or such Subsidiary, as applicable, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; or (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any applicable Anti-Corruption Law.

(b) Since the Formation Date, none of the Company, its Subsidiaries, any of their respective directors, officers, or employees or, to the Company's knowledge, agents (i) is or has been a Sanctioned Person; or (ii) has transacted business with or for the benefit of any Sanctioned Person, unless authorized, or has otherwise violated applicable Sanctions, while acting on behalf of the Company or such Subsidiary, as applicable. Since the Formation Date, the Company, each of its Subsidiaries and their respective directors, officers, and employees, and, to the Company's knowledge, agents, while acting on behalf of the Company or such Subsidiary, as applicable, have been in compliance in all material respects with applicable Ex-Im Laws.

(c) Since the Formation Date, there have not been any material internal investigations, external investigations to which the Company or any of its Subsidiaries has knowledge of, audits, actions or proceedings pending, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to any apparent or suspected violation by the Company, any of its Subsidiaries or any of their respective officers, directors, employees, or agents with respect to any Anti-Corruption Laws, Sanctions, or Ex-Im Laws.

Section 4.23 Registration Statement. The Company represents that the information supplied by the Company for inclusion in the Registration Statement or any current report of GCAC on Form 8-K shall not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of GCAC, (iii) the time of the GCAC Stockholders' Meeting, (iv) the Effective Time and (v) in the case of any current report of GCAC on Form 8-K, when such current report is filed, made available, mailed or distributed; provided, however, notwithstanding the foregoing provisions of this Section 4.23, no representation or warranty is made by the Company with respect to information or statements made or incorporated by reference in the Registration Statement that were not supplied by or on behalf of the Company for use therein.

Section 4.24 PPP Loan. With respect to the PPP Loan: (i) the Company was eligible pursuant to the Laws relating to the Paycheck Protection Program to apply for and receive the PPP Loan; (ii) the certifications made by the Company in the Borrower Application Forms (Small Business Administration Form 2483) submitted to J.P. Morgan Chase Bank, N.A. were made in good faith and were true and correct in all material respects as and when made; (iii) the Company is in compliance in all material respects with all of the terms and conditions of the PPP Loan and all other requirements of the Laws relating to Paycheck Protection Program; and (v) no directors, officers, managers or employees of the Company or any of its Subsidiaries have been debarred or otherwise prohibited from participating in the Paycheck Protection Program or any U.S. federal government contracting activities.

Section 4.25 Key Customers and Suppliers. Section 4.25 of the Company Disclosure Schedule lists, by dollar volume received or paid, as applicable, for each of (a) the twelve (12) months ended on December 31, 2020 and (b) the period from January 1, 2021 through June 30, 2021, the Key Customers (as defined in the Company Disclosure Schedule) and the ten largest suppliers of goods or services to the Company and its Subsidiaries (the "Key Suppliers"), along with the amounts of such dollar volumes. Neither the Company nor any of its Subsidiaries has received any written notice or, to the knowledge of the Company, oral notice from any Key Customer or Key Supplier that such Key Customer or Key Supplier, as applicable, shall not continue as a customer or supplier (directly or indirectly) of the Company or one or more of its Subsidiaries or that such Key Customer or Key Supplier intends to terminate or modify in a material and adverse manner to the Company its direct or indirect relationship with the Company or any of its Subsidiaries in any material respect. To the extent that any Contract with a Key Customer in effect on the date hereof contemplates or requires that the Company or one or more of its Subsidiaries enter into one or more further Contracts with such Key Customer (or another of its Affiliates) (a "Further Key Customer Contract"), (a) each of the Key Customer (and its applicable Affiliates), on the one hand, and the Company or its applicable Subsidiary, on the other hand, is continuing to negotiate in good faith such Further Key Customer Contract and (b) neither the Key Customer (or any of its applicable Affiliates) nor the Company (or its applicable Subsidiary) has provided written notice or, to the knowledge of the Company, oral notice that the other party is not negotiating in good faith such Further Key Customer Contract. To the extent that any Contract with a Key Supplier in effect on the date hereof contemplates or requires that the Company or one or more of its Subsidiaries enter into one or more further Contracts with such Key Supplier (or another of its Affiliates) (a "Further Key Supplier Contract"), (1) each of the Key Supplier (and its applicable Affiliates), on the one hand, and the Company or its applicable Subsidiary, on the other hand, is continuing to negotiate in good faith such Further Key Supplier Contract and (2) neither the Key Supplier (or any of its applicable Affiliates) nor the Company (or its applicable Subsidiary) has provided written notice or, to the knowledge of the Company, oral notice that the other party is not negotiating in good faith such Further Key Supplier Contract. There is no pending or, to the knowledge of the Company, threatened Action by (x) the Company or any of its Subsidiaries against any Key Customer or Key Supplier or any of its respective Affiliates or (y) a Key Customer or Key Supplier any of its respective Affiliates against the Company or any of its Subsidiaries.

Section 4.26 Investment Company Act. Neither the Company nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 4.27 Books and Records. All of the financial books and records of the Company and its Subsidiaries are complete and accurate in all material respects and have been maintained in the ordinary course consistent with past practice and in accordance with applicable Laws.

Section 4.28 Exclusivity of Representations and Warranties; Company's Investigation and Reliance. Except as otherwise expressly provided in this Article IV (as modified by the Company Disclosure Schedule) or any other Ancillary Agreement, the Company hereby expressly disclaims and negates, any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, its Subsidiaries, their respective Affiliates, and any matter relating to any of them, including their affairs, the condition, value or quality of the assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to GCAC, its Affiliates or any of their respective Representatives by, or on behalf of, the Company or any of its Subsidiaries, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule) or any other Ancillary Agreement or in the Company Officer's Certificate, neither the Company nor any other Person on behalf of the Company has made or makes, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to GCAC, its Affiliates or any of their respective Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company (including the reasonableness of the assumptions underlying any of the foregoing), whether or not included in any management presentation, in any other information made available to GCAC, its Affiliates or any of their respective Representatives or any other Person or in the Registration Statement, and any such representations or warranties are expressly disclaimed. The Company and its Representatives have been provided with adequate access to the Representatives, properties, offices and other facilities, books and records of GCAC and other information that they have requested in connection with their investigation of GCAC and the Transactions. The Company is not relying on any statement, representation or warranty, oral or written, express or implied, made by GCAC, Merger Sub or any of their respective Representatives, except as expressly set forth in this Agreement (as modified by the GCAC Disclosure Schedule) or the other Transaction Documents. None of GCAC, Merger Sub nor any of its respective shareholders, Affiliates or Representatives shall have any liability to the Company or any of their respective stockholders, Affiliates or Representatives resulting from the use of any information, documents or materials provided to the Company in any form in expectation of the Transactions.

Section 4.29 Information Supplied. None of the information supplied or to be supplied by the Company expressly for inclusion or incorporation by reference: (a) in any current report on Form 8-K, and any exhibits thereto or any other report, form, registration or other filing made with any Governmental Authority or stock exchange with respect to the transactions contemplated by this Agreement or any Ancillary Documents; (b) in the Registration Statement; or (c) in the mailings or other distributions to GCAC's stockholders and/or prospective investors with respect to the consummation of the transactions contemplated by this Agreement or in any amendment to any of documents identified in (a) through (c), will, when filed, made available, mailed or distributed, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by the Company expressly for inclusion or incorporation by reference in any of the Signing Press Release, the Signing Filing, the Closing Press Release and the Closing Filing will, when filed or distributed, as applicable, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, the Company makes no representation, warranty or covenant with respect to any information supplied by or on behalf of GCAC or its Affiliates.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF GCAC AND MERGER SUB

Except as set forth in GCAC's disclosure schedule delivered by GCAC to the Company in connection with this Agreement (the "GCAC Disclosure Schedule") (each section of which qualifies (a) the correspondingly numbered representation, warranty or covenant specified therein and (b) such other representations, warranties or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty or covenant is reasonably apparent on its face or cross-referenced) or in GCAC SEC Reports (excluding disclosures referred to in "Forward-Looking Statements," "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward-looking statements), GCAC hereby represents and warrants to the Company as follows:

Section 5.01 Corporate Organization.

(a) Each of GCAC and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to have such power, authority and governmental approvals would not result in a GCAC Material Adverse Effect.

(b) Merger Sub is the only subsidiary of GCAC. Except for Merger Sub, GCAC does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture, business association or other Person.

Section 5.02 Governing Documents. Each of GCAC and Merger Sub has heretofore furnished to the Company complete and correct copies of the GCAC Organizational Documents and Merger Sub Organizational Documents. The GCAC Organizational Documents and Merger Sub Organizational Documents are in full force and effect. Neither GCAC nor Merger Sub is in violation of any of the provisions of the GCAC Organizational Documents or the Merger Sub Organizational Documents.

Section 5.03 Capitalization.

(a) The authorized capital stock of GCAC consists of (i) 110,000,000 shares of GCAC Common Stock, consisting of (A) 100,000,000 shares of Class A Common Stock ("GCAC Class A Common Stock") and (B) 10,000,000 shares of Class B Common Stock ("GCAC Class B Common Stock" and, together with the GCAC Class A Common Stock, "GCAC Common Stock") and (ii) 1,000,000 shares of preferred stock, par value $0.0001 per share ("GCAC Preferred Stock"); provided that, upon the effectiveness of the GCAC Second A&R Charter, the authorized capital stock of GCAC shall be increased as set forth therein. The issued and outstanding capital stock of GCAC as of the date of this Agreement is as set forth on Section 5.03(a) of the GCAC Disclosure Schedule. All outstanding shares of GCAC Class A Common Stock and GCAC Class B Common Stock are validly issued, fully paid and non-assessable and not subject to any preemptive rights, and no shares of GCAC Common Stock are held in the treasury of GCAC. The shares of GCAC Class A Common Stock issuable in respect of GCAC's private placement warrants (as described in the Prospectus) and GCAC Public Warrants (collectively, the "GCAC Warrants") are as set forth on Section 5.03(a) of the GCAC Disclosure Schedule. As of the date of this Agreement, there are no shares of GCAC Preferred Stock issued and outstanding. Each GCAC Warrant is exercisable for one share of GCAC Class A Common Stock at an exercise price of $11.50.

(b) The authorized capital stock of Merger Sub consists of 1,000 shares of common stock, par value $0.001 per share (the "Merger Sub Common Stock"), 1,000 of which are issued and outstanding. All outstanding shares of Merger Sub Common Stock have been duly authorized, validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and are held by GCAC free and clear of all Liens, other than transfer restrictions under applicable securities laws and the Merger Sub Organizational Documents.

(c) All outstanding shares of GCAC Common Stock and GCAC Warrants have been issued and granted in compliance with all applicable securities Laws and other applicable Laws and were issued free and clear of all Liens other than transfer restrictions under applicable securities Laws and the GCAC Organizational Documents.

(d) Assuming the effectiveness of the filing of the GCAC Second A&R Charter, the Per Share Stock Consideration being delivered by GCAC hereunder shall be duly and validly issued, fully paid and nonassessable, and each such share or other security shall be issued free and clear of preemptive rights and all Liens, other than transfer restrictions under applicable securities Laws and the GCAC Organizational Documents and any other Ancillary Agreement. The Per Share Stock Consideration will be issued in compliance with all applicable securities Laws and other applicable Laws and without contravention of any other Person's rights therein or with respect thereto.

(e) Except for securities issued or to be issued pursuant to the Subscription Agreements, securities issued by GCAC as permitted by this Agreement and the Sponsor Warrants, GCAC has not issued any options, warrants, preemptive rights, calls, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of GCAC or obligating GCAC to issue or sell any shares of capital stock of, or other equity interests in, GCAC. All shares of GCAC Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. Neither GCAC nor any subsidiary of GCAC is a party to, or otherwise bound by, and neither GCAC nor any subsidiary of GCAC has granted, any equity appreciation rights, participations, phantom equity or similar rights. Except for the Transaction Documents, GCAC is not a party to any voting trusts, voting agreements, proxies, shareholder agreements or other agreements with respect to the voting or transfer of GCAC Common Stock or any of the equity interests or other securities of GCAC or any of its subsidiaries. Except with respect to the Redemption Rights and the GCAC Warrants, there are no outstanding contractual obligations of GCAC to repurchase, redeem or otherwise acquire any shares of GCAC Common Stock. There are no outstanding contractual obligations of GCAC to make any investment (in the form of a loan, capital contribution or otherwise) in any Person.

Section 5.04 Authority Relative to This Agreement; Vote Required.

(a) Each of GCAC and Merger Sub have all necessary corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and, upon receipt of the GCAC Stockholder Approval and the sole stockholder approval of Merger Sub and the effectiveness of the filing of the GCAC Second A&R Charter, to perform its respective obligations hereunder and to consummate the Transactions. The execution and delivery of this Agreement by each of GCAC and Merger Sub and the consummation by each of GCAC and Merger Sub of the Transactions, have been duly and validly authorized by all necessary corporate action, and, except for the GCAC Stockholder Approval and the sole stockholder approval of Merger Sub and the effectiveness of the filing of the GCAC Second A&R Charter, no other corporate proceedings on the part of GCAC or Merger Sub are necessary to authorize this Agreement or to consummate the Transactions (other than the effectiveness of the filing of the GCAC Second A&R Charter and the appropriate merger documents as required by the DGCL). This Agreement has been duly and validly executed and delivered by GCAC and Merger Sub and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of GCAC or Merger Sub, enforceable against GCAC or Merger Sub in accordance with its terms subject to the Remedies Exceptions.

(b) The affirmative vote of (i) holders of a majority of the outstanding shares of GCAC Class A Common Stock and GCAC Class B Common Stock, voting together as a single class, shall be required to approve the Transaction Proposal, (ii) a majority of the votes cast by the holders of shares of GCAC Class A Common Stock and GCAC Class B Common Stock, voting together as a single class, present in person or represented by proxy at the GCAC Stockholders' Meeting shall be required to approve the Nasdaq Proposal, (iii) holders of a majority of the outstanding shares of GCAC Class A Common Stock and GCAC Class B Common Stock, voting together as a single class, shall be required to approve the A&R Charter Proposal, (iv) (A) holders of a majority of the outstanding shares of GCAC Class A Common Stock and GCAC Class B Common Stock, voting together as a single class, and (B) holders of a majority of the outstanding shares of Class B Common Stock, voting separately as a single class, shall be required to approve the Charter Amendment Proposal, and (v) a majority of the votes cast by the holders of shares of GCAC Class A Common Stock and GCAC Class B Common Stock, voting together as a single class, present in person or represented by proxy at the GCAC Stockholders' Meeting shall be required to approve the Equity Plan Proposals, in each case, assuming a quorum is present to approve. The GCAC Proposals are the only votes of any of GCAC's capital stock necessary in connection with the entry into this Agreement by GCAC, and the consummation of the transactions contemplated hereby, including the Closing (the approval by GCAC Stockholders of all of the foregoing, collectively, the "GCAC Stockholder Approval").

Section 5.05 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by each of GCAC and Merger Sub do not, and (in the case of GCAC), upon the receipt of the GCAC Stockholder Approval and the sole stockholder approval of Merger Sub and the effectiveness of the filing of the GCAC Second A&R Charter, the performance of this Agreement by each of GCAC and Merger Sub will not, (i) conflict with or violate the GCAC Organizational Documents or the Merger Sub Organizational Documents, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Section 5.05(b) have been obtained and all filings and obligations described in Section 5.05(b) have been made, conflict with or violate any Law applicable to each of GCAC or Merger Sub or by which any of their property or assets is bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of each of GCAC or Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which each of GCAC or Merger Sub is a party or by which each of GCAC or Merger Sub or any of their property or assets is bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not have or reasonably be expected to have a GCAC Material Adverse Effect.

(b) The execution and delivery of this Agreement by each of GCAC and Merger Sub do not, and the performance of this Agreement by each of GCAC and Merger Sub will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, Blue Sky Laws and state takeover Laws, the pre-merger notification requirements of the HSR Act, and filing and recordation of appropriate charter amendment and merger documents as required by the DGCL, (ii) the filing and effectiveness of appropriate merger documents as required by the DGCL, (iii) the effectiveness of the filing of the GCAC Second A&R Charter and (iv) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent GCAC or Merger Sub from performing its material obligations under this Agreement.

Section 5.06 Compliance. Neither GCAC nor Merger Sub is or has been since its formation in conflict with, or in default, breach or violation of, (a) any Law applicable to GCAC or Merger Sub or by which any property or asset of GCAC or Merger Sub is bound or affected, or (b) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which GCAC or Merger Sub is a party or by which GCAC or Merger Sub or any property or asset of GCAC or Merger Sub is bound, except, in each case, for any such conflicts, defaults, breaches or violations that would not have or reasonably be expected to have a GCAC Material Adverse Effect. Each of GCAC and Merger Sub is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for GCAC or Merger Sub to own, lease and operate its properties or to carry on its business as it is now being conducted.

Section 5.07 SEC Filings; Financial Statements; Sarbanes-Oxley.

(a) Except as set forth on Section 5.07(a) of the GCAC Disclosure Schedule, GCAC has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the Securities and Exchange Commission (the "SEC") since February 2, 2021, together with any amendments, restatements or supplements thereto (collectively, the "GCAC SEC Reports"). GCAC has heretofore furnished to the Company true and correct copies of any material amendments and modifications that have not been filed by GCAC with the SEC to all agreements, documents and other instruments that previously had been filed by GCAC with the SEC and are currently in effect. As of their respective dates, the GCAC SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder (the "Sarbanes-Oxley Act"), and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Each director and executive officer of GCAC has filed with the SEC on a timely basis all documents required with respect to GCAC by Section 16(a) of the Exchange Act.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the GCAC SEC Reports was prepared in accordance with GAAP (applied on a consistent basis) and Regulation S-X and Regulation S-K, as applicable, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations, changes in stockholders equity and cash flows of GCAC as at the respective dates thereof and for the respective periods indicated therein, (subject, in the case of unaudited statements, to normal and recurring year-end adjustments which have not had, and would not reasonably be expected to individually or in the aggregate be material). GCAC has no off-balance sheet arrangements that are not disclosed in the GCAC SEC Reports. No financial statements other than those of GCAC are required by GAAP to be included in the consolidated financial statements of GCAC.

(c) Except as and to the extent set forth in the GCAC SEC Reports, neither GCAC nor Merger Sub has any liability or obligation of a nature (whether accrued, absolute, contingent or otherwise) required to be reflected on a balance sheet prepared in accordance with GAAP, except for (i) liabilities that were incurred in the ordinary course of GCAC's or Merger Sub's business, (ii) liabilities or obligations disclosed in the GCAC Disclosure Schedule or (iii) such other liabilities and obligations which would not, individually or in the aggregate, reasonably be expected to be material to GCAC.

(d) GCAC is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the Nasdaq.

(e) GCAC has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to GCAC and other material information required to be disclosed by GCAC in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to GCAC's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Such disclosure controls and procedures are effective in timely alerting GCAC's principal executive officer and principal financial officer to material information required to be included in GCAC's periodic reports required under the Exchange Act.

(f) GCAC maintains systems of internal control over financial reporting that are sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance: (i) that GCAC maintains records that in reasonable detail accurately and fairly reflect, in all material respects, its transactions and dispositions of assets; (ii) that transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP; (iii) that receipts and expenditures are being made only in accordance with authorizations of management and its board of directors; and (iv) regarding prevention or timely detection of unauthorized acquisition, use or disposition of its assets that could have a material effect on its financial statements. GCAC has delivered to the Company a true and complete copy of any disclosure (or, if unwritten, a summary thereof) by any representative of GCAC to GCAC's independent auditors relating to any material weaknesses in internal controls and any significant deficiencies in the design or operation of internal controls that would adversely affect the ability of GCAC to record, process, summarize and report financial data. GCAC has no knowledge of any fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of GCAC. Since February 2, 2021, there have been no material changes in GCAC internal control over financial reporting.

(g) There are no outstanding loans or other extensions of credit made by GCAC to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of GCAC and GCAC has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(h) Neither GCAC (including any employee thereof) nor GCAC's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by GCAC, (ii) any fraud, whether or not material, that involves GCAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by GCAC or (iii) any claim or allegation regarding any of the foregoing.

(i) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the GCAC SEC Reports. To the knowledge of GCAC, none of the GCAC SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

(j) Neither GCAC nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.08 Absence of Certain Changes or Events. (a) Since February 2, 2021, except as expressly contemplated by this Agreement, GCAC has conducted its business in all material respects in the ordinary course and in a manner consistent with past practice, other than due to any actions taken due to a "shelter in place," "non-essential employee" or similar direction of any Governmental Authority and (b) since December 31, 2020 through the date of this Agreement there has not been any GCAC Material Adverse Effect.

Section 5.09 Absence of Litigation. There is no Action pending or, to the knowledge of GCAC, threatened against GCAC, or any property or asset of GCAC, before any Governmental Authority. Neither GCAC nor any material property or asset of GCAC, nor any of its current or former directors or officers (provided, that any of the following matters involving the directors or officers of GCAC must be related to the Company's or a Subsidiary's business, equity securities or assets) is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of GCAC, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority. In the past five (5) years, none of the current or former officers, senior management or directors of GCAC have been charged with, indicted for, arrested for, or convicted of any felony or any crime involving fraud.

Section 5.10 Board Approval.

(a) The GCAC Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Transactions are fair to, advisable and in the best interests of GCAC and its stockholders, (ii) determined that the fair market value of the Company is equal to at least 80% of the net assets held in the Trust Account (net of amounts withdrawn to fund regulatory compliance costs and to pay Taxes and excluding the amount of any deferred underwriting discount), (iii) approved the transactions contemplated by this Agreement as a Business Combination, (iv) approved this Agreement and the Transactions and declared their advisability, and (v) resolved to recommend that the stockholders of GCAC approve each of the matters requiring GCAC Stockholder Approval, including each of the GCAC Proposals, and directed that this Agreement and the Merger as well as the other GCAC Proposals, be submitted for consideration by the stockholders of GCAC at the GCAC Stockholders' Meeting.

(b) The board of directors of Merger Sub has approved and declared advisable, this Agreement and the Transactions, and GCAC, in its capacity as the sole stockholder of Merger Sub shall approve and adopt this Agreement by written consent following its execution.

Section 5.11 No Prior Operations of Merger Sub. Merger Sub was formed solely for the purpose of effecting the Merger and have not engaged in any business activities or conducted any operations or incurred any obligation or liability, other than as contemplated by this Agreement or the Transaction Documents.

Section 5.12 Brokers. Except as set forth on Section 5.12 of the GCAC Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of GCAC or Merger Sub.

Section 5.13 GCAC Trust Fund. As of the date of this Agreement, GCAC has no less than one hundred seventy-two million five hundred thousand dollars ($172,500,000) in the trust fund established by GCAC for the benefit of its public stockholders (the "Trust Fund") maintained in a trust account (the "Trust Account"). The monies of such Trust Account are invested in United States Government securities within the meaning of Section 2(a)(16) of the Investment Company Act of 1940 (the "Investment Company Act"), having a maturity of 185 days or less, or in money market funds meeting the conditions of paragraphs (d)(1), (d)(2), (d)(3) and (d)(4) of Rule 2a-7 promulgated under the Investment Company Act and held in trust by Continental Stock Transfer & Trust Company, a New York Corporation (the "Trustee") pursuant to the Investment Management Trust Agreement, made effective as of January 21, 2021, between GCAC and the Trustee (the "Trust Agreement"). The Trust Agreement has not been amended or modified and is a valid and binding obligation of GCAC and is in full force and effect and is enforceable in accordance with its terms, subject to the Remedies Exceptions. GCAC has complied in all material respects with the terms of the Trust Agreement and is not in material breach thereof or material default thereunder and there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a material breach or material default by GCAC or the Trustee. There are no separate Contracts, side letters or other understandings (whether written or unwritten, express or implied): (i) between GCAC and the Trustee that would cause the description of the Trust Agreement in the GCAC SEC Reports to be inaccurate in any material respect; or (ii) to the knowledge of GCAC, that would entitle any Person (other than stockholders of GCAC who shall have elected to redeem their shares of GCAC Class A Common Stock pursuant to the Redemption) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except as set forth in GCAC's organizational documents and the Prospectus. As of the date hereof, there are no Actions pending or, to the knowledge of GCAC, threatened in writing with respect to the Trust Account. Upon consummation of the Merger and notice thereof to the Trustee pursuant to the Trust Agreement, GCAC shall cause the Trustee to, and the Trustee shall thereupon be obligated to, release to GCAC as promptly as practicable, the Trust Funds in accordance with the Trust Agreement at which point the Trust Account shall terminate; provided, however, that the liabilities and obligations of GCAC due and owing or incurred at or prior to the Effective Time shall be paid as and when due, including all amounts payable (a) to stockholders of GCAC who shall have exercised their Redemption Rights and (b) to the Trustee for fees and costs incurred in accordance with the Trust Agreement.

Section 5.14 Employees. Other than any officers as described in the GCAC SEC Reports and consultants and advisors in the ordinary course of business or in connection with GCAC's or Sponsor's identification, evaluation, negotiation or consummation of a Business Combination, GCAC and Merger Sub have never employed any employees or retained any contractors. Other than reimbursement of any out-of-pocket expenses incurred by GCAC's officers and directors in connection with activities on GCAC's behalf in an aggregate amount not in excess of the amount of cash held by GCAC outside of the Trust Account, GCAC has no unsatisfied material liability with respect to any officer or director. GCAC and Merger Sub have never and do not currently maintain, sponsor, or contribute to or have any direct or material liability under any Employee Benefit Plan.

Section 5.15 Taxes.

(a) GCAC and Merger Sub (i) have duly and timely filed all material Tax Returns they are required to have filed as of the date hereof (taking into account any extension of time within which to file) and all such filed Tax Returns are complete and accurate in all material respects and were prepared in substantial compliance with all applicable Laws; (ii) have paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are required to have paid as of the date hereof to avoid penalties or charges for late payment; (iii) have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (other than pursuant to customary extensions of the due date for filing a Tax Return obtained in the ordinary course of business); (iv) do not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of Taxes or Tax matters pending or asserted, proposed or threatened in writing, for a Tax period which the statute of limitations for assessments remains open; and (v) have provided adequate reserves in accordance with GAAP in the most recent consolidated financial statements of GCAC, for any Taxes of GCAC as of the date of such financial statements that have not been paid.

(b) Neither GCAC nor Merger Sub is a party to, is bound by or has an obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement or has a liability or obligation to any Person as a result of or pursuant to any such agreement, contract, arrangement or commitment, in each case other than an Ordinary Commercial Agreement.

(c) Neither GCAC nor Merger Sub will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing under Section 481(c) of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) entered into or created prior to the Closing; (v) prepaid amount received prior to the Closing outside the ordinary course of business; or (vi) any election made pursuant to Section 965(h) of the Code on or prior to the Closing Date.

(d) Each of GCAC and Merger Sub has withheld and paid to the appropriate Tax authority all Taxes required to have been withheld and paid in connection with amounts paid or owing to any current or former employee, independent contractor, creditor, shareholder or other third party.

(e) Neither GCAC nor Merger Sub has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return.

(f) Neither GCAC nor Merger Sub has any liability for the Taxes of any Person (other than GCAC and Merger Sub) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, or, except pursuant to an Ordinary Commercial Agreement, by contract or otherwise pursuant to applicable Law.

(g) Neither GCAC nor Merger Sub has any request for a closing agreement, private letter ruling, or similar ruling in respect of Taxes pending between GCAC or Merger Sub, on the one hand, and any Tax authority, on the other hand.

(h) Neither GCAC nor Merger Sub has in any year for which the applicable statute of limitations remains open distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(i) Neither GCAC nor Merger Sub has engaged in or entered into a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

(j) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted in writing against GCAC or Merger Sub any deficiency or claim for any Taxes or interest thereon or penalties in connection therewith that has not been paid or otherwise resolved in full.

(k) There are no Tax Liens upon any assets of GCAC or Merger Sub except for Permitted Liens.

(l) Neither GCAC nor Merger Sub has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. Neither GCAC nor Merger Sub has received written notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(m) Neither GCAC nor Merger Sub has received written notice of any claim from a Tax authority in a jurisdiction in which GCAC or Merger Sub does not file Tax Returns stating that GCAC or Merger Sub is or may be subject to Tax in such jurisdiction.

(n) For U.S. federal income tax purposes, each of GCAC and Merger Sub is, and has been since its formation, classified as a corporation.

(o) Neither GCAC nor Merger Sub has (i) applied for or received any loan under the Paycheck Protection Program under the CARES Act, (ii) deferred any Taxes under Section 2302 of the CARES Act, the Presidential Memorandum on "Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster" dated August 8, 2020, or Notice 2020-65, 2020-38 I.R.B. 567 or claimed any Tax credit under Section 2301 of the CARES Act or Sections 7001-7003 of the FFCRA, or (iii) with respect to (i) or (ii), any corresponding or similar provision of state, local or non-U.S. Tax law.

(p) GCAC and Merger Sub, after consultation with their tax advisors, are not aware of the existence of any fact, or any action it has taken (or failed to take) or agreed to take, that would reasonably be expected to prevent or impede the Merger, taken together, from qualifying for the Intended Tax Treatment.

Section 5.16 Registration and Listing. The issued and outstanding GCAC Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq under the symbol "GCACU." The issued and outstanding shares of GCAC Class A Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq under the symbol "GCAC." The issued and outstanding GCAC Warrants that were included as part of the GCAC Units (the "GCAC Public Warrants") are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq under the symbol "GCACW." As of the date of this Agreement, there is no Action pending or, to the knowledge of GCAC, threatened in writing against GCAC by the Nasdaq or the SEC with respect to any intention by such entity to deregister the GCAC Units, the shares of GCAC Class A Common Stock, or GCAC Warrants or terminate the listing of GCAC on the Nasdaq Capital Market. None of GCAC or any of its Affiliates has taken any action in an attempt to terminate the registration of the GCAC Units, the shares of GCAC Class A Common Stock, or the GCAC Warrants under the Exchange Act.

Section 5.17 Registration Statement. GCAC represents that the information supplied by GCAC for inclusion in the Registration Statement shall not contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading at (i) the time the Registration Statement is declared effective, (ii) the time the Proxy Statement (or any amendment thereof or supplement thereto) is first mailed to the stockholders of GCAC, (iii) the time of the GCAC Stockholders' Meeting, and (iv) the Effective Time; provided, however, that GCAC makes no representations or warranties as to the information contained in or omitted from the Registration Statement in reliance upon and in conformity with information furnished in writing to GCAC by or on behalf of the Company specifically for inclusion in the Registration Statement.

Section 5.18 Subscription Agreements. GCAC has delivered to the Company a true, correct and complete copy of each Subscription Agreement to be executed contemporaneously with this Agreement, pursuant to which certain Investors have committed, subject to the terms and conditions therein, to purchase an aggregate of 5,850,000 shares of GCAC Class A Common Stock. To the knowledge of GCAC, immediately following its execution and delivery by the parties thereto, each Subscription Agreement will be in full force and effect and a legal, valid and binding upon GCAC and the applicable Investor, enforceable in accordance with its terms, subject to the Remedies Exceptions. As of the date hereof, there are no side letters or Contracts to which GCAC or Merger Sub is a party related to the provision or funding, as applicable, of the purchases contemplated by each Subscription Agreement or the transactions contemplated hereby other than as expressly set forth in this Agreement, each Subscription Agreement or any other agreement entered into (or to be entered into) in connection with the Transactions delivered to the Company. GCAC has fully paid any and all commitment fees or other fees required in connection with each Subscription Agreement that are payable on or prior to the date hereof and will pay any and all such fees when and as the same become due and payable after the date hereof pursuant to each Subscription Agreement. There are no conditions precedent or other contingencies related to the consummation of the purchases set forth in each Subscription Agreement, other than as expressly set forth in each Subscription Agreement. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to (i) constitute a default or breach on the part of GCAC or, to the knowledge of GCAC as of the date hereof, any Investor, (ii) constitute a failure to satisfy a condition on the part of GCAC or, to the knowledge of GCAC as of the date hereof, the applicable Investor or (iii) to the knowledge of GCAC as of the date hereof, result in any portion of the amounts to be paid by each Investor in accordance with each Subscription Agreement being unavailable on the Closing Date.

Section 5.19 Affiliate Agreements. Except for, (x) in the case of any employee, officer or director, any employment Contract or (y) Contract with respect to the issuance of equity in GCAC, to the knowledge of GCAC, none of GCAC or any of its Subsidiaries is a party to any material transaction, agreement, arrangement or understanding with any (a) present or former executive officer or director of any of GCAC or its Subsidiaries, (b) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of any of the GCAC or its Subsidiaries as of the date hereof or (c) Affiliate, "associate" or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 16a-1 of the Exchange Act) of any of the foregoing that is required to be disclosed pursuant to Item 404 of Regulation S-K that has not been disclosed.

Section 5.20 GCAC's and Merger Sub's Investigation and Reliance. Each of GCAC and Merger Sub is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and the Transactions, which investigation, review and analysis were conducted by GCAC and Merger Sub together with expert advisors, including legal counsel, that they have engaged for such purpose. GCAC and its Representatives have been provided with reasonable access to the Representatives, properties, offices and other facilities, books and records of the Company and its Subsidiaries and other information that they have requested in connection with their investigation of the Company, its Subsidiaries and the Transactions. Neither GCAC nor Merger Sub is relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any of their respective Representatives, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule) or the other Transaction Documents. Neither the Company nor any of its respective shareholders, Affiliates or Representatives shall have any liability to GCAC or Merger Sub or any of their respective stockholders, Affiliates or Representatives resulting from the use of any information, documents or materials made available to GCAC and Merger Sub or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions except as set forth in this Agreement and the other Transaction Documents. Neither the Company nor any of its stockholders, Affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company and the other Transaction Documents. GCAC and Merger Sub each acknowledge and agreement to the representations and warranties set forth in Section 4.28 hereof.

ARTICLE VI
CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.01 Conduct of Business by the Company Pending the Merger.

(a) The Company agrees that, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement in accordance with the terms hereof, except as (1) expressly required by any other provision of this Agreement or any other Ancillary Agreement, (2) expressly set forth in Section 6.01 of the Company Disclosure Schedule, and (3) as required by applicable Law, unless GCAC shall otherwise consent in writing (which consent shall not be unreasonably conditioned, withheld or delayed):

(i) the Company shall conduct its business in the ordinary course of business and in a manner consistent with past practice; and

(ii) the Company shall use its reasonable best efforts to (A) preserve substantially intact the business organization of the Company, to keep available the services of the current officers, key employees and consultants of the Company and to preserve the current relationships of the Company with customers, suppliers and other Persons with which the Company has significant business relations and (B) maintain all insurance policies of the Company or substitutes therefor.

(b) By way of amplification and not limitation, except as (1) expressly required by any other provision of this Agreement or any Ancillary Agreement, (2) as expressly set forth in Section 6.01 of the Company Disclosure Schedule, and (3) as required by applicable Law, the Company shall not, and shall not permit any of its Subsidiaries to, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of GCAC (which consent shall not be unreasonably conditioned, withheld or delayed):

(i) amend or otherwise change its certificate of incorporation, bylaws or other organizational documents;

(ii) issue, sell, transfer, pledge, dispose of, grant or encumber, or authorize the issuance, sale, transfer, pledge, disposition, grant or encumbrance of, (A) any shares of any class of capital stock (or comparable equity interest) of the Company or any of its Subsidiaries, or any options, warrants, restricted share units, convertible securities or other rights of any kind to acquire any shares of such capital stock or that derive their value therefrom, or any other ownership interest (including any phantom interest), of the Company or any of its Subsidiaries, or engage in any hedging transaction with a third person with respect to any such securities; provided that the exercise or settlement of any Company Options in the ordinary course of business shall not require the consent of GCAC; or (B) any material assets of the Company and its Subsidiaries taken as a whole; and provided, further, that between the date of this Agreement and the Effective Time, the Company may without the prior written consent of GCAC grant options to purchase up to an aggregate of 700,000 of the Remaining Shares to new employees or new consultants of the Company pursuant to the Company Option Plan, it being hereby acknowledged and agreed by the Company and GCAC that if any such options are granted by the Company during such period, the maximum number of shares of GCAC Class A Common Stock that may be issued pursuant to the GCAC 2021 Equity Incentive Plan shall be reduced at the Effective Time by a number of shares equal to the product of (A) the sum of (x) the number of shares that are subject to any such options that are outstanding at the Effective Time and become Converted Options pursuant to Section 3.01(e) and (y) the number of shares of Company Common Stock (if any) that are issued pursuant to such options prior to the Effective Time, multiplied by (B) the Per Share Stock Consideration;

(iii) acquire any equity interest or other interest in any other Person, enter into a joint venture or business association with any other Person or establish any Subsidiary;

(iv) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (or comparable equity interest);

(v) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock (or comparable equity interest), other than redemptions of equity securities from former employees upon the terms set forth in the underlying agreements governing such equity securities, copies of which have been provided or made available to GCAC;

(vi) (A) acquire (including by merger, consolidation, or acquisition of stock or substantially all of the assets or any other business combination) any corporation, partnership, other business organization or any division thereof or purchase a material portion of the assets or equity of, any corporation, partnership, other business organization or any division thereof; or (B) incur any Indebtedness for borrowed money or otherwise or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any Person, or make any loans or advances, or intentionally grant any security interest in any of its assets except, with respect to this clause (B), the incurrence of Indebtedness for borrowed money pursuant to the instruments listed on Section 6.01(b)(vi) of the Company Disclosure Schedule in an amount not to exceed five million dollars ($5,000,000) in the aggregate;

(vii) (A) grant any increase in the compensation, incentives or benefits payable or to become payable to any current director, officer, employee or consultant of the Company or any of its Subsidiaries other than in the ordinary course of business, consistent with past practice, and in any event not in the aggregate by more than five percent (5%); provided, that, any such increase shall only take the form of cash and shall not include any Equity Equivalents or any increase that would be required to be disclosed in a filing with the SEC on Form 8-K if the Company were subject to the periodic reporting requirements of Sections 12(g) or 15(d) of the Exchange Act, (B) enter into any new, or materially amend any existing, employment, retention, bonus, change in control, or termination agreement with any current or former director, officer, employee or consultant, (C) accelerate or commit to accelerate the funding, payment, or vesting of any compensation or benefits to any current or former director, officer, employee or consultant, (D) establish or become obligated under any collective bargaining agreement or other contract or agreement with a labor union, trade union, works council, or other representative of employees, or (E) hire any new employee whose individual annual base compensation shall exceed $250,000, except that the Company may (1) provide increases in salary, wages, bonuses or benefits to employees as required or permitted under any Plan or other employment or consulting agreement in effect on the date of this Agreement, (2) change the title of its employees in the ordinary course of business, (3) make annual or quarterly bonus or commission payments in the ordinary course of business and in accordance with the bonus or commission plans existing on the date of this Agreement, (4) enter into the retention agreements with executive officers, key employees or directors in the amounts set forth on Section 6.01(b)(vii) of the Company Disclosure Schedule, and (5) grant stock options pursuant to the second proviso of Section 6.01(b)(ii);

(viii) other than as required by Law or pursuant to the terms of a plan or an agreement entered into prior to the date of this Agreement and reflected and quantified on Section 4.10(a) of the Company Disclosure Schedule, grant any severance or termination pay to, any employee or director or officer of the Company or any of its Subsidiaries other than in the ordinary course of business, consistent with past practice;

(ix) adopt, amend or terminate any Plan or any Employee Benefit Plan that would be a Plan if in effect as of the date hereof except as may be required by applicable Law, as is necessary in order to consummate the Transactions, or health and welfare plan renewals in the ordinary course of business;

(x) make or rescind any material election relating to Taxes, settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, file any amended Tax Return or claim for refund, or make any material change in its accounting or Tax policies or procedures, in each case except as required by applicable Law or in compliance with GAAP;

(xi) materially amend, modify or consent to the termination (excluding any expiration in accordance with its terms) of any Material Contract or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of the Company's or any of its Subsidiaries' respective material rights thereunder, in each case in a manner that is adverse to the Company and its Subsidiaries taken as a whole;

(xii) intentionally permit any material item of Company IP to lapse or to be abandoned, invalidated, dedicated to the public, or disclaimed, or otherwise become unenforceable or fail to perform or make any applicable filings, recordings or other similar actions or filings, or fail to pay all required fees and Taxes required or advisable to maintain and protect its interest in each and every material item of Company IP, or transfer or license to any Person any Company IP (excluding non-exclusive licenses of Company IP in the ordinary course of business consistent with past practice), or disclose to any Person who has not entered into a confidentiality agreement any trade secrets;

(xiii) waive, release, assign, settle or compromise any Action (including any suit, action, claim, proceeding or investigation relating to this Agreement or the transactions contemplated hereby), other than waivers, releases, assignments, settlements or compromises that involve only confidentiality obligations and the payment of monetary damages (and not the imposition of equitable relief on, or the admission of wrongdoing by, the Company or its Affiliates) not in excess of $250,000 individually or $500,000 in the aggregate;

(xiv) enter into, amend, modify or terminate or waive, assign or transfer any rights under any Lease;

(xv) acquire or dispose of any interest in real property or fail to exercise any rights of renewal under any Lease that by its terms would otherwise expire;

(xvi) enter into any material new line of business outside of the business currently conducted by the Company and its Subsidiaries as of the date of this Agreement;

(xvii) enter into, renew, amend or terminate any Company Affiliate Agreement or any transaction with any Related Person, other than the Employment Agreements;

(xviii) fail to maintain its existence or adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization (other than the transactions contemplated by this Agreement);

(xix) other than Contracts with suppliers and customers entered into in the ordinary course of business, enter into any Contract that would qualify as a Material Contract if entered into as of the date hereof;

(xx) make any capital expenditures (or commitment to make any capital expenditures) that exceed $1,500,000 in the aggregate, other than any (A) capital expenditure (or series of related capital expenditures) consistent in all material respects with the Company's annual capital expenditure budget for periods following the date hereof, which has been made available to GCAC and (B) capitalized Contract costs associated with new or existing customers;

(xxi) fail to maintain its books, accounts and records in all material respects in the ordinary course of business consistent with past practice;

(xxii) fail to use commercially reasonable efforts to keep in force insurance policies or replacement or revised policies providing insurance coverage with respect to its assets, operations and activities in such amount and scope of coverage substantially similar to that which is currently in effect;

(xxiii) revalue any of its material assets or make any material change in accounting methods, principles or practices, except to the extent required to comply with GAAP and after consulting with the Company's outside auditors;

(xxiv) close or materially reduce its business activities, or effect any mass layoff or other mass personnel reduction, at any of its facilities;

(xxv) sell, lease, exclusively license, transfer, exchange or swap, mortgage or otherwise pledge or encumber (including securitizations), or otherwise dispose of any material portion of its properties, assets or rights, other than in the ordinary course of business consistent with past practice;

(xxvi) enter into any agreement, or legally binding understanding or arrangement, with respect to the voting of equity securities of the Company;

(xxvii) take any action that would reasonably be expected to significantly delay or significantly impair the obtaining of any Consents of any Governmental Authority to be obtained in connection with this Agreement;

(xxviii) accelerate the collection of any trade receivables or delay the payment of trade payables or any other liabilities other than in the ordinary course of business consistent with past practice; or

(xxix) enter into any formal or informal agreement or otherwise make a commitment to do any of the foregoing.

Nothing herein shall require the Company to obtain consent from GCAC to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law, and nothing contained in this Section 6.01 shall give to GCAC, directly or indirectly, the right to control or direct the ordinary course of business operations of the Company prior to the Closing Date. Prior to the Closing Date, each of GCAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

Section 6.02 Conduct of Business by GCAC and Merger Sub Pending the Merger. Except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement (including entering into various Subscription Agreements and consummating the PIPE Investment), and except as set forth on Section 6.02 of GCAC's Disclosure Schedule and as required by applicable Law (including as may be requested or compelled by any Governmental Authority), GCAC agrees that from the date of this Agreement until the earlier of the termination of this Agreement and the Effective Time, unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), the businesses of GCAC and Merger Sub shall be conducted in the ordinary course of business and in a manner consistent with past practice. By way of amplification and not limitation, except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement (including entering into various Subscription Agreements and consummating the PIPE Investment), or in connection with the terms and conditions of, any Subscription Agreement, as set forth on Section 6.02 of the GCAC Disclosure Schedule or as required by applicable Law (including as may be requested or compelled by any Governmental Authority), neither GCAC nor Merger Sub shall, between the date of this Agreement and the Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Company, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend or otherwise change the GCAC Organizational Documents or Merger Sub Organizational Documents or form any subsidiary of GCAC other than Merger Sub, other than to effectuate the GCAC Second A&R Charter and the GCAC A&R Bylaws;

(b) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than redemptions from the Trust Fund that are required pursuant to the GCAC Organizational Documents;

(c) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the GCAC Common Stock or GCAC Warrants except for redemptions from the Trust Fund that are required pursuant to the GCAC Organizational Documents;

(d) issue, sell, transfer, pledge, dispose of, grant or encumber, or authorize the issuance, sale, transfer, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of GCAC or Merger Sub, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock or that derive their value therefrom, or any other ownership interest (including any phantom interest), of GCAC or Merger Sub, except (i) in connection with conversion of the GCAC Class B Common Stock pursuant to the GCAC Organizational Documents, (ii) to permitted transferees under that certain letter agreement among GCAC and certain other Persons entered into in connection with GCAC's initial public offering, (iii) in connection with the Transactions (including the transactions contemplated by the Subscription Agreements), and (iv) that following the date hereof, with the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), GCAC shall be permitted to enter into Subscription Agreements with one or more additional Investors for the subscription of shares of GCAC Class A Common Stock having an aggregate purchase price not to exceed forty-one and a half million ($41,500,000);

(e) acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or any division thereof, purchase a material portion of the assets or equity of, any corporation, partnership, other business organization or any division thereof, or enter into any strategic joint ventures, partnerships or alliances with any other Person;

(f) incur any Indebtedness or assume, guarantee, endorse or otherwise become responsible for any such indebtedness of another Person or Persons, make any loans or advances, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of GCAC, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing, in each case, in excess of $100,000 individually or $250,000 in the aggregate, except in the ordinary course of business, and provided, that this Section shall not prevent GCAC from borrowing funds necessary to finance its ordinary course administrative costs and expenses and expenses incurred in connection with the consummation of the Merger and the other transactions contemplated by this Agreement (including any PIPE investment and any costs and expenses necessary for an extension of the deadline by which GCAC must complete its business combination), up to aggregate additional Indebtedness in an amount not to exceed $1,000,000;

(g) make any material tax election, amend a material Tax Return, settle or compromise any material United States federal, state, local or non-United States income Tax liability, change any method of accounting for Tax purposes or surrender any right to a refund of material Taxes;

(h) make any change in financial accounting methods, principles or practices of GCAC, except insofar as may have been required by a change in GAAP or applicable Law;

(i) acquire any equity interest or other interest in any other entity or enter into a joint venture or business association with any other Person;

(j) waive, release, assign, settle or compromise any Action, other than waivers, releases, assignments, settlements or compromises that result solely in customary confidentiality obligations and monetary obligations of GCAC and its Subsidiaries not in excess of $250,000 individually or $500,000 in the aggregate;

(k) hire any employees or adopt, become obligated to contribute to, enter into or incur incremental liability (contingent or otherwise) under any Employee Benefit Plan of GCAC;

(l) enter into, renew or amend in any material respect, any Contract with any Affiliate of GCAC;

(m) liquidate, dissolve, reorganize or otherwise wind up the business and operations of GCAC or Merger Sub;

(n) amend the Trust Agreement in any manner adverse to GCAC;

(o) take any action that would reasonably be expected to significantly delay or significantly impair the obtaining of any Consents of any Governmental Authority to be obtained in connection with this Agreement; or

(p) other than as set forth in the GCAC Certificate of Incorporation, enter into any formal or informal agreement or otherwise make a commitment to do any of the foregoing.

Nothing in this Section 6.02 shall give to the Company, directly or indirectly, the right to control or direct the ordinary course of business operations of GCAC prior to the Closing Date. Prior to the Closing Date, each of GCAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

Section 6.03 Waiver of Claims Against Trust. Reference is made to the final prospectus of GCAC, dated as of January 29, 2021 and filed with the SEC (Registration No. 333-248087) on February 2, 2021 (the "Prospectus"). The Company hereby represents and warrants that it has read the Prospectus and understands that GCAC has established the Trust Account containing the proceeds of its initial public offering (the "IPO") and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of GCAC's public stockholders (including overallotment shares acquired by GCAC's underwriters the "Public Stockholders"), and that, except as otherwise described in the Prospectus, GCAC may disburse monies from the Trust Account only: (a) to the Public Stockholders in the event they elect to redeem their GCAC Class A Common Stock pursuant to the Redemption in connection with the consummation of GCAC's initial business combination (as such term is used in the Prospectus) (the "Business Combination") or in connection with an extension of its deadline to consummate a Business Combination, (b) to the Public Stockholders if GCAC fails to consummate a Business Combination within eighteen (18) months after the closing of the IPO, subject to extension by amendment to GCAC's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, as necessary to pay any Taxes, or (d) to GCAC after or concurrently with the consummation of a Business Combination. For and in consideration of GCAC entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees on behalf of itself and its controlled Affiliates that, notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its controlled Affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or the Transaction Documents or any proposed or actual business relationship between GCAC or its Representatives, on the one hand, and the Company or its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"). The Company on behalf of itself and its controlled Affiliates hereby irrevocably waives any Released Claims that the Company or any of its controlled Affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations or Contracts with GCAC or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of this Agreement or any other agreement with GCAC or its Affiliates). The Company agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by GCAC and its Affiliates to induce GCAC to enter in this Agreement, and the Company further intends and understands such waiver to be valid, binding and enforceable against the Company and each of its controlled Affiliates under applicable Law. To the extent the Company or any of its controlled Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to GCAC or its Representatives, which proceeding seeks, in whole or in part, monetary relief against GCAC or its Representatives, the Company hereby acknowledges and agrees that the Company's and its controlled Affiliates' sole remedy shall be against funds held outside of the Trust Account and that such claim shall not permit the Company or its controlled Affiliates (or any Person claiming on any of their behalves or in lieu of any of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. In the event the Company or any of its controlled Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to GCAC or its Representatives, which proceeding seeks, in whole or in part, relief against the Trust Account (including any distributions therefrom) or the Public Stockholders of GCAC, whether in the form of money damages or injunctive relief, GCAC and its Representatives, as applicable, shall be entitled to recover from the Company and its controlled Affiliates the associated legal fees and costs in connection with any such action, in the event GCAC or its Representatives, as applicable, prevails in such action or proceeding. Notwithstanding anything in this Agreement to the contrary, the provisions of this paragraph shall survive indefinitely with respect to the obligations set forth in this Agreement. Notwithstanding anything to the contrary in this Section 6.03, any action by any non-controlled Affiliate of the Company that, if taken by the Company or one of its controlled Affiliates, would be a breach of this Section 6.03 shall constitute a breach of this Section 6.03 by the Company and for which the Company shall be liable.

Section 6.04 PPP Loan. The Company shall use reasonable best efforts to do one of the following: (a) obtain a consent under the PPP Loan prior to Closing so there is no default or event of default arising under the PPP Loan from the Merger or the other Transactions, (b) submit the applicable forgiveness application for the PPP Loan in accordance with applicable requirements of applicable Law prior to Closing and obtain forgiveness of outstanding amounts under the PPP Loan or (c) submit the applicable forgiveness application for the PPP Loan in accordance with applicable requirements of applicable Law prior to Closing and substantially concurrently deposit funds into an escrow account with the lender equal to the outstanding amounts under the PPP Loan until a determination as to whether such amounts will be forgiven is made.

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.01 Registration Statements; Proxy Statement; Consent Solicitation Statement.

(a) After the execution of this Agreement, GCAC (with the assistance and cooperation of the Company as reasonably requested by GCAC) shall use commercially reasonable efforts to prepare and file with the SEC a registration statement on Form S-4 (as amended or supplemented from time to time, and including the Proxy Statement and the Consent Solicitation Statement contained therein, the "Registration Statement") within ten (10) Business Days after GCAC's receipt of the PCAOB Audited Financials from the Company, and if not within such ten (10)-Business Day period, as promptly as practicable thereafter, in connection with the registration under the Securities Act of the GCAC Class A Common Stock to be issued under this Agreement, which Registration Statement will also contain the Proxy Statement and the Consent Solicitation Statement; provided, that if the Unaudited Interim Financial Statements are required pursuant to Form S-4 and Regulation S-X to be included in the Registration Statement, references in this sentence to "PCAOB Audited Financial Statements" shall be replaced with "PCAOB Audited Financial Statements and the Unaudited Interim Financial Statements". The Registration Statement shall include for registration all shares of GCAC Class A Common Stock issued under this Agreement, including the Earnout Shares.

(b) GCAC agrees to include provisions in the Proxy Statement and to take reasonable action related thereto, with respect to (i) the approval of the Business Combination (as defined in the GCAC Certificate of Incorporation) and the adoption and approval of this Agreement (the "Transaction Proposal"), (ii) the adoption and approval of the GCAC Second A&R Charter (the "A&R Charter Proposal"), (iii) to the extent required by the Nasdaq listing rules, the approval of the issuance of the aggregate Per Share Stock Consideration and the Earnout Shares together with the GCAC Class A Common Stock pursuant to the Subscription Agreements (the "Nasdaq Proposal"), (iv) the approval and adoption of the GCAC 2021 Equity Incentive Plan (the "GCAC Equity Incentive Plan Proposal"), (v) the approval and adoption of the GCAC Employee Stock Purchase Plan (the "ESPP Proposal," and together with the GCAC Equity Incentive Plan Proposal, the "Equity Plan Proposals"), (vi) adjournment of the GCAC Stockholders' Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing proposals and (vii) the approval of any other proposals reasonably agreed by GCAC and the Company to be necessary or appropriate in connection with the transaction contemplated hereby (the "Additional Proposal" and together with the Transaction Proposal, the Second A&R Charter Proposal, the Nasdaq Proposal, and the Equity Plan Proposals, the "GCAC Proposals"). The Proxy Statement shall also include the Redemption and the opportunity for the public holders of GCAC's Class A Common Stock to redeem such shares in accordance with the Redemption. The GCAC Equity Incentive Plan Proposal shall provide that an aggregate number of shares of GCAC Class A Common Stock equal to the percentage set forth on Section 7.01(b) of the Company Disclosure Schedule of the outstanding shares of GCAC Class A Common Stock as of Closing shall be reserved for issuance pursuant to the GCAC 2021 Equity Incentive Plan, subject to annual increases as provided therein, and the ESPP Proposal shall provide that an aggregate number of shares of GCAC Class A Common Stock equal to the percentage set forth on Section 7.01(b) of the Company Disclosure Schedule of the outstanding shares of GCAC Class A Common Stock as of Closing shall be reserved for issuance pursuant to the GCAC Employee Stock Purchase Plan, subject to annual increases as provided therein. Without the prior written consent of the Company, the GCAC Proposals shall be the only matters (other than procedural matters) which GCAC shall propose to be acted on by GCAC's stockholders at the GCAC Stockholders' Meeting.

(c) GCAC and the Company each shall use their commercially reasonable efforts to (i) cause the Registration Statement when filed with the SEC to comply in all material respects with all legal requirements applicable thereto, (ii) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Registration Statement, (iii) cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable and (iv) to keep the Registration Statement effective as long as is necessary to consummate the Transactions. As promptly as practicable after the Registration Statement becomes effective, GCAC shall cause the Proxy Statement to be mailed to GCAC Stockholders and the Company shall mail or otherwise deliver the Consent Solicitation Statement to the Company Stockholders. Each of GCAC and the Company shall promptly furnish all information concerning it as may reasonably be requested by the other party in connection with such actions and the preparation of the Registration Statement, Proxy Statement and Consent Solicitation Statement.

(d) GCAC and the Company each will advise the other, promptly after they receive notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment thereto has been filed, of the issuance of any stop order, of the suspension of the qualification of the GCAC Common Stock to be issued or issuable to the stockholders of the Company in connection with this Agreement for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information. Each of GCAC and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed), any response to comments of the SEC with respect to the Registration Statement and any amendment to the Registration Statement filed in response thereto.

(e) If, at any time prior to the Effective Time, any event or circumstance relating to GCAC or Merger Sub, or their respective officers or directors, should be discovered by GCAC which should be set forth in an amendment or a supplement to the Registration Statement, GCAC shall promptly inform the Company and as promptly as practicable file with the SEC such amendment or supplement and, to the extent required by applicable Law, mail it to the GCAC stockholders. If, at any time prior to the Effective Time, any event or circumstance relating to the Company, or their respective officers or directors, should be discovered by the Company which should be set forth in an amendment or a supplement to the Registration Statement, the Company shall promptly inform GCAC. Each of GCAC and the Company shall use its commercially reasonable efforts to cause all documents that GCAC and the Company are responsible for filing with the SEC in connection with the Merger or the other transactions contemplated by this Agreement to comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act. Any filing of, or amendment or supplement to the Proxy Statement or the Registration Statement or any amendment or supplement to the Consent Solicitation Statement, will be provided by GCAC or the Company, as the case may be, to the respective other party for review, and each of GCAC and the Company shall give due consideration to any comments of such other party.

(f) GCAC (with the assistance and cooperation of the Company as reasonably requested by GCAC) agrees to file as soon as practicable after the filing of the amendment to the Registration Statement following the receipt of the first round of comments on the Registration Statement from the SEC, a registration statement on Form S-1 (the "Shelf") to register the resale of the Shares (as defined in the Subscription Agreements) and the Registrable Securities (as defined in the Registration Rights Agreement) on a continuous basis in accordance with the provisions and requirements set forth in the Subscription Agreements and the Registration Rights Agreement, as applicable, and shall use commercially reasonable efforts (with assistance and cooperation of the Company as reasonably requested by GCAC) to have the Shelf declared effective concurrently with the Closing or as soon as reasonably practicable thereafter. It is the intent of the Parties that the Shelf shall meet the obligations of GCAC under the Subscription Agreements and the Registration Rights Agreement, as applicable; provided that the filing of the Shelf shall in no way be deemed to modify the terms of the Subscription Agreements or Registration Rights Agreement, as applicable.

Section 7.02 GCAC Stockholders' Meeting. GCAC shall call and hold the GCAC Stockholders' Meeting as promptly as practicable after the Registration Statement becomes effective (but in any event shall hold the GCAC Stockholders' Meeting no later than the later of thirty-five (35) days after the date on which the Proxy Statement is mailed to stockholders of GCAC and such other date as agreed by GCAC and the Company) for the purpose of voting solely upon the GCAC Proposals and for the purpose of effecting the Redemption; provided that GCAC may postpone or adjourn the GCAC Stockholders' Meeting on one or more occasions for up to (but no more than) 30 days in the aggregate upon the good faith determination by the GCAC Board that such postponement or adjournment is necessary to (i) solicit additional proxies to obtain approval of the GCAC Proposals, (ii) obtain a quorum if one is not present at any then-scheduled GCAC Stockholders' Meeting or (iii) ensure that any supplement or amendment to the Proxy Statement that is required by applicable Law is provided to the GCAC Stockholders with adequate time for review prior to the GCAC Stockholders' Meeting. GCAC (x) shall use its commercially reasonable efforts to obtain the approval of the GCAC Proposals at the GCAC Stockholders' Meeting, including by soliciting from its stockholders proxies as promptly as possible in favor of the GCAC Proposals, and (y) shall use its commercially reasonable efforts to take all other action necessary or advisable to secure the required vote or consent of its stockholders. The GCAC Board shall recommend to its stockholders that they approve the GCAC Proposals (the "GCAC Board Recommendation") and shall include the GCAC Board Recommendation in the Proxy Statement, in each case, subject to the provisions of this Section 7.02. Except as required by applicable Law, neither the GCAC Board nor any committee thereof shall withhold, withdraw or modify, or publicly propose or resolve to withhold, withdraw or modify in a manner adverse to the Company the GCAC Board Recommendation.

Section 7.03 Requisite Approval. Upon the terms set forth in this Agreement, the Company shall seek the written consent, in form and substance reasonably acceptable to GCAC, of holders of the Requisite Approval in favor of the approval and adoption of this Agreement and the Merger and all other transactions contemplated by this Agreement (including the Company Class F Stock Conversion and the Company Preferred Stock Conversion) (the "Company Stockholder Approval") via written consent (the "Written Consent") as soon as reasonably practicable after the Registration Statement becomes effective, and in any event within five (5) Business Days after the Registration Statement becomes effective. In connection therewith, the Company, as promptly as practicable (A) shall establish the record date (which record date shall be mutually agreed with GCAC) for determining the Company Stockholders entitled to provide such written consent, (B) shall cause the Consent Solicitation Statement to be disseminated to the Company Stockholders in compliance with applicable Law and (C) shall use commercially reasonable efforts to solicit written consents from the Company Stockholders to give the Company Stockholder Approval. The Company Board shall recommend to the Company Stockholders that they approve and adopt this Agreement and approve the Merger and all other Transactions (the "Company Board Recommendation"). Neither the Company Board nor any committee thereof shall withhold, withdraw or modify, or publicly propose or resolve to withhold, withdraw or modify in a manner adverse to GCAC the Company Board Recommendation.

Section 7.04 Access to Information; Confidentiality.

(a) From the date of this Agreement until the Effective Time, the Company and GCAC shall (and shall cause their respective subsidiaries to): (i) provide to the other party (and the other party's officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives, collectively, "Representatives") reasonable access at reasonable times upon prior notice to the officers, employees, agents, properties, offices and other facilities of such party and its subsidiaries and to the books and records thereof; and (ii) furnish promptly to the other party such information concerning the business, properties, Contracts, assets, liabilities, personnel and other aspects of such party and its subsidiaries as the other party or its Representatives may reasonably request, including in connection with any Tax disclosure in any statement, filing, notice or application relating to the Intended Tax Treatment or any Tax opinion requested or required to be filed pursuant to Section 7.10(c). Notwithstanding the foregoing, neither the Company nor GCAC shall be required to provide access to or disclose information where the access or disclosure would jeopardize the protection of attorney-client privilege or contravene applicable Law (it being agreed that the parties shall use their commercially reasonable efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

(b) All information obtained by the parties pursuant to this Section 7.04 shall be kept confidential in accordance with the Mutual Nondisclosure Agreement, dated as of May 4, 2021 (the "Non-Disclosure Agreement"), between GCAC and the Company.

(c) Notwithstanding anything in this Agreement to the contrary, each party (and its respective Representatives) may consult any Tax advisor as is reasonably necessary regarding the Tax treatment and Tax structure of the Transactions and may disclose to such advisor as reasonably necessary, the intended Tax treatment and Tax structure of the Transactions and all materials (including any Tax analysis) that are provided relating to such treatment or structure, in each case in accordance with the Non-Disclosure Agreement.

Section 7.05 Exclusivity.

(a) Exclusivity Obligations of the Company.

(i) From the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Closing, the Company shall not, and shall not authorize or permit any of its Affiliates or any of its or their representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a Company Acquisition Proposal; (ii) enter into discussions or negotiations with, or furnish or disclose any non-public information about the Company to, any Person in connection with or that could reasonably be expected to lead to a possible Company Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding a Company Acquisition Proposal. The Company shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, a Company Acquisition Proposal. For purposes hereof, "Company Acquisition Proposal" shall mean any inquiry, proposal or offer from any Person (other than GCAC or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (ii) the issuance or acquisition of outstanding shares of capital stock or other equity securities of the Company; or (iii) the sale, lease, exchange or other disposition of all or substantially all of the Company properties or assets.

(ii) In addition to the other obligations under this Section 7.05(a), the Company shall promptly (and in any event within 24 hours after receipt thereof by the Company or its representatives) advise GCAC orally and in writing of any Company Acquisition Proposal, any request for information with respect to any Company Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in a Company Acquisition Proposal, the material terms and conditions of such request, Company Acquisition Proposal or inquiry, and the identity of the Person making the same.

(iii) The Company agrees that the rights and remedies for noncompliance with this Section 7.05(a) shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to GCAC and that money damages would not provide an adequate remedy to GCAC.

(b) Exclusivity Obligations of GCAC

(i) From the date hereof until the earlier of the termination of this Agreement in accordance with its terms and the Closing, GCAC shall not, and shall not authorize or permit any of its Affiliates or any of its or their representatives (including the Sponsor) to, directly or indirectly, (A) encourage, solicit, initiate, facilitate or continue inquiries regarding a GCAC Acquisition Proposal; (B) enter into discussions or negotiations with, or furnish or disclose any non-public information about GCAC to, any Person in connection with or that could reasonably be expected to lead to a possible GCAC Acquisition Proposal; or (C) enter into any agreements or other instruments (whether or not binding) regarding a GCAC Acquisition Proposal. GCAC shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, a GCAC Acquisition Proposal. For purposes hereof, "GCAC Acquisition Proposal" shall mean any inquiry, proposal or offer from any Person (other than the Company or any of its Affiliates) with respect to a transaction (other than the transactions contemplated by this Agreement) involving a business combination with GCAC. Any breach of the terms and provisions of this Section 7.05(b)(i) by any Affiliate of GCAC or any of GCAC's or its Affiliate's representatives, including the Sponsor (assuming that such Persons were directly bound by, and subject to, the terms and provisions of this Section 7.05(b)(i)) shall be deemed a breach by GCAC.

(ii) In addition to the other obligations under this Section 7.05(b), GCAC shall promptly (and in any event within 24 hours after receipt thereof by GCAC or its representatives) advise the Company orally and in writing of any GCAC Acquisition Proposal, any request for information with respect to any GCAC Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an GCAC Acquisition Proposal, the material terms and conditions of such request, GCAC Acquisition Proposal or inquiry, and the identity of the Person making the same.

(iii) GCAC agrees that the rights and remedies for noncompliance with this Section 7.05(b) shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company.

Section 7.06 Directors' and Officers' Indemnification.

(a) The certificate of incorporation and bylaws of the Surviving Corporation shall each contain provisions no less favorable with respect to indemnification, advancement or expense reimbursement than are set forth in the organizational documents of the applicable D&O Indemnified Parties (as defined below), which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were current or former directors and officers of the Company, GCAC or Merger Sub and each Person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the request of the Company, GCAC or Merger Sub (collectively, "D&O Indemnified Parties"), unless such modification shall be required by applicable Law. From and after the Effective Time, GCAC agrees that it shall indemnify and hold harmless each of the D&O Indemnified Parties against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, GCAC or Merger Sub, as applicable, would have been permitted under applicable Law, any indemnification agreements between the Company, GCAC or Merger Sub and such D&O Indemnified Parties, the organizational documents of the applicable entity in effect on the date of this Agreement to indemnify such Person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law).

(b) From the date hereof, and for a period of six years from the Effective Time, GCAC shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by the Company's directors' and officers' liability insurance policy (true, correct and complete copies of which have been heretofore made available to GCAC or its agents or Representatives in the Virtual Data Room) or GCAC's directors' and officers' liability insurance policy in effect prior to the Closing, in each case, on terms not less favorable than the terms of such current insurance coverage; provided, however, that (i) GCAC may cause coverage to be extended under the current directors' and officers' liability insurance of the Company or GCAC by obtaining a six-year "tail" policy at prevailing market rates containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six-year period, any insurance required to be maintained under this Section 7.06(b) shall be continued in respect of such claim until the final disposition thereof.

(c) On the Closing Date, to the extent not already entered into, GCAC shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and GCAC with the post-Closing directors and officers of GCAC, which indemnification agreements shall continue to be effective following the Closing.

Section 7.07 Notification of Certain Matters. The Company shall give prompt notice to GCAC, and GCAC shall give prompt notice to the Company, of any event which a party becomes aware of between the date of this Agreement and the Closing (or the earlier termination of this Agreement in accordance with Article IX), the occurrence, or non-occurrence, of which causes or would reasonably be expected to cause any of the conditions set forth in Article VIII to fail; provided, however, that no such notice shall be deemed to cure such breach.

Section 7.08 Further Action; Commercially Reasonable Efforts.

(a) Except where a different efforts standard is expressly set forth herein, upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its commercially reasonable efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise, and each shall cooperate with the other, to consummate and make effective the Transactions, including using its commercially reasonable efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of, and the expiration or termination of waiting periods by, Governmental Authorities and parties to Contracts with the Company as set forth in Section 4.05 necessary for the consummation of the Transactions and to fulfill the conditions to the Merger. In case, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party shall use their commercially reasonable efforts to take all such action. GCAC shall use commercially reasonable efforts to consummate the Redemption in accordance with the terms hereof and the Proxy Statement.

(b) Each of the parties shall keep each other apprised of the status of matters relating to the Transactions, including promptly notifying the other parties of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Agreement and permitting the other parties to review in advance, and to the extent practicable consult about, any proposed communication by such party to any Governmental Authority in connection with the Transactions. No party to this Agreement shall agree to participate in any meeting, video or telephone conference, or other communications with any Governmental Authority in respect of any filings, investigation or other inquiry unless it consults (to the extent legally permissible) with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting, conference or other communications. Subject to the terms of the Non-Disclosure Agreement, the parties will coordinate and cooperate with each other in exchanging such information and providing such assistance as the other parties may reasonably request in connection with the foregoing. Subject to the terms of the Non-Disclosure Agreement, the parties will provide each other with copies of all material correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their Representatives, on the one hand, and any Governmental Authority, on the other hand, with respect to this Agreement and the Transactions contemplated hereby. No party shall take or cause to be taken any action before any Governmental Authority that is inconsistent with or intended to delay its action on requests for a consent or the consummation of the Transactions.

(c) Notwithstanding the generality of the foregoing, GCAC shall use its commercially reasonable efforts to consummate the PIPE Investment in accordance with the Subscription Agreements, and the Company shall reasonably cooperate with GCAC in such efforts. GCAC shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned), permit or consent to any material amendment, supplement or modification to, or a waiver of, any Subscription Agreement (or any provision therein) that would reasonably be expected to cause the condition set forth in Section 8.03(f) to fail or would reasonably be expected to reduce by a material amount the proceeds payable to GCAC in the PIPE Investment. Without limiting the generality of the foregoing, GCAC shall give the Company prompt (under the circumstances) written notice: (i) of any material breach or material default by any party to any Subscription Agreement, which material breach, material default, event or circumstance is known to GCAC; (ii) of its receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, potential or claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement of any provisions of any Subscription Agreement in any material respect; and (iii) if it becomes known to GCAC that any portion of the PIPE Investment will not be funded in accordance with the terms of the applicable Subscription Agreement(s). As used in the immediately prior sentence, a fact shall be "known to GCAC" only if it is known to Prokopios "Akis" Tsirigakis or George Syllantavos.

Section 7.09 Public Announcements. The initial press release relating to this Agreement shall be a joint press release, the text of which has been agreed to by each of GCAC and the Company (the "Signing Press Release"). Promptly after the issuance of the Signing Press Release, GCAC shall file a current report on Form 8-K (the "Signing Filing") with the Signing Press Release and a description of this Agreement as required by Federal securities Laws, which the Company shall review, comment upon and approve (which approval shall not be unreasonably withheld, conditioned or delayed) prior to filing (with the Company reviewing, commenting upon and approving such Signing Filing in any event no later than the third (3rd) Business Day after the execution of this Agreement). Thereafter, between the date of this Agreement and the Closing Date (or the earlier termination of this Agreement in accordance with Article IX) unless otherwise prohibited by applicable Law or the requirements of Nasdaq, each of GCAC and the Company shall each use its commercially reasonable efforts to consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement, the Merger or any of the other Transactions, and shall not issue any such press release or make any such public statement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed). GCAC shall, as promptly as practicable after the Closing (but in any event within four (4) Business Days thereafter), issue a press release announcing the consummation of the transactions contemplated by this Agreement (the "Closing Press Release"). Promptly after the issuance of the Closing Press Release, GCAC shall file a current report on Form 8-K (the "Closing Filing") with the Closing Press Release and a description of the Closing as required by Federal securities Laws. In connection with the preparation of the Signing Press Release, the Signing Filing, the Closing Filing, the Closing Press Release, or any other report, statement, filing notice or application made by or on behalf of a party to any Governmental Authority or other third party in connection with the transactions contemplated hereby, each party shall, upon request by any other party, furnish the parties with all information concerning themselves, their respective directors, officers and equity holders, and such other matters as may be reasonably necessary or advisable in connection with the Transactions contemplated hereby, or any other report, statement, filing, notice or application made by or on behalf of a party to any third party and/or any Governmental Authority in connection with the Transactions contemplated hereby. Furthermore, nothing contained in this Section 7.09 shall prevent GCAC or the Company or its respective Affiliates from furnishing customary or other reasonable information concerning the Transactions to their investors and prospective investors that is substantively consistent with public statements previously consented to by the other party in accordance with this Section 7.09.

Section 7.10 Tax Matters.

(a) None of GCAC, Merger Sub or the Company shall (and each shall cause its Affiliates not to) take any action (or fail to take any reasonable action) which action (or failure to act), whether before or after the Effective Time, would reasonably be expected to prevent or impede the Merger, taken together, from qualifying for the Intended Tax Treatment.

(b) This Agreement is intended to constitute, and the parties hereto hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a). Each of GCAC, Merger Sub and the Company shall report the Merger, taken together, as a reorganization within the meaning of Section 368(a) of the Code unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code, including attaching the statement described in Treasury Regulations Section 1.368-3(a) on or with its Tax Return for the taxable year of the Merger.

(c) Each party shall promptly notify the other party in writing if, before the Closing Date, such party knows or has reason to believe that the Merger may not qualify for the Intended Tax Treatment (and whether the terms of this Agreement could be reasonably amended in order to facilitate the Merger qualifying for the Intended Tax Treatment). In the event the SEC requests or requires a tax opinion with respect to the Intended Tax Treatment, each party shall use commercially reasonable efforts to execute and deliver customary tax representation letters to the applicable tax advisor (or advisors) in form and substance reasonably satisfactory to the advisor (or advisors) delivering such opinion and the party delivering such tax representation letter; provided, however, that in the event that the SEC requests or requires such a tax opinion, then the Company shall use its commercially reasonable efforts to cause O'Melveny & Myers LLP to deliver such tax opinion to the Company, and if O'Melveny & Myers LLP is unable or unwilling to deliver such tax opinion to the Company, GCAC will use its commercially reasonable efforts to cause Ellenoff Grossman & Schole LLP to deliver such tax opinion; provided GCAC will use its commercially reasonable efforts to cause Ellenoff Grossman & Schole LLP to deliver any opinion requested by the SEC regarding the accuracy of Proxy Statement with respect to Taxes.

Section 7.11 Stock Exchange Listing.

(a) During the period from the date hereof until the Closing, GCAC shall use its commercially reasonable efforts to keep the GCAC Class A Common Stock and GCAC Public Warrants listed for trading on the Nasdaq.

(b) Prior to the Closing, GCAC shall use commercially reasonable efforts to cause the shares of GCAC Class A Common Stock to be issued in connection with the Transactions to be approved for listing on the Nasdaq under a ticker symbol to be mutually agreed upon in writing by the parties hereto, including by submitting prior to the Closing an initial listing application with the Nasdaq (the "Nasdaq Listing Application") with respect to such shares, subject to official notice of issuance. Each of GCAC, Merger Sub and the Company shall promptly furnish all information concerning itself and its Affiliates as may be reasonably requested by the other parties hereto and shall otherwise reasonably assist and cooperate with such other parties in connection with the preparation, filing and distribution of the Nasdaq Listing Application. Each of GCAC and Merger Sub will use their respective commercially reasonable efforts to (i) cause the Nasdaq Listing Application, when filed, to comply in all material respects with all legal requirements applicable thereto, (ii) respond as promptly as reasonably practicable to and resolve all comments received from the Nasdaq or its staff concerning the Nasdaq Listing Application and (iii) have the Nasdaq Listing Application approved by the Nasdaq as promptly as practicable after such filing. No submission of, or amendment or supplement to, the Nasdaq Listing Application, or response to Nasdaq comments with respect thereto, will be made by GCAC, Merger Sub or the Company, as applicable, without the other parties' prior consent (which shall not be unreasonably withheld, conditioned or delayed) and without providing such other parties hereto a reasonable opportunity to review and comment thereon. Each of GCAC, Merger Sub and the Company will promptly notify the other parties hereto upon the receipt of any comments from the Nasdaq or any request from the Nasdaq for amendments or supplements to the Nasdaq Listing Application and will, as promptly as practicable after receipt thereof, provide the other with copies of all material correspondence between it and its Representatives, on the one hand, and the Nasdaq, on the other hand, and all written comments with respect to the Nasdaq Listing Application received from the Nasdaq and advise the other on any oral comments with respect to the Nasdaq Listing Application received from the Nasdaq. GCAC will advise the Company, promptly after GCAC receives notice thereof, of the time of the approval of the Nasdaq Listing Application and the approval of the shares of GCAC Class A Common Stock to be issued in connection with the Transactions for listing on the Nasdaq, subject only to official notice of issuance.

Section 7.12 Antitrust.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, including the HSR Act ("Antitrust Laws"), each party hereto agrees to promptly make any required filing or application under Antitrust Laws, as applicable, and no later than ten (10) Business Days after the date of this Agreement, the Company and GCAC each shall file (or cause to be filed) with the Antitrust Division of the U.S. Department of Justice and the U.S. Federal Trade Commission a Notification and Report Form as required by the HSR Act. The parties hereto agree to supply as promptly as reasonably practicable any additional information and documentary material that may reasonably be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable, including by requesting early termination of the waiting period provided for under the HSR Act (if available).

(b) GCAC and the Company each shall, in connection with its efforts to obtain all requisite approvals and expiration or termination of waiting periods for the Transactions under any Antitrust Law, use its commercially reasonable efforts to: (i) cooperate in all respects with each other party or its Affiliates in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private Person; (ii) keep the other reasonably informed of any communication received by such party from, or given by such party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private Person, in each case regarding any of the Transactions, and promptly furnish the other with copies of all such written communications; (iii) permit the other to review in advance any written communication to be given by it to, and consult with each other in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private Person, with any other Person, and to the extent permitted by such Governmental Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences; (iv) in the event a party is prohibited from participating in or attending any meetings or conferences, the other shall keep such party promptly and reasonably apprised with respect thereto; and (v) use commercially reasonable efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory or competitive argument, or responding to requests or objections made by any Governmental Authority; provided that materials required to be provided pursuant to this Section 7.12(b) may be limited to outside counsel and may be redacted (x) to remove references to the valuation of the Company, and (y) as necessary to comply with contractual arrangements.

(c) No party hereto shall take any action that would reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period of any required filings or applications under Antitrust Laws, including by agreeing to merge with or acquire any other Person or acquire a substantial portion of the assets of or equity in any other Person.

Section 7.13 Financial Statements.

(a) During the period from the date of this Agreement through the Closing, within thirty (30) calendar days following the end of each three-month quarterly fiscal period, the Company shall deliver to GCAC an unaudited consolidated income statement and an unaudited consolidated balance sheet of the Company and its Subsidiaries for the period from the date of the balance sheet contained in the Interim Financial Statements through the end of such quarterly period and the applicable comparative period in the preceding fiscal year. From the date hereof through the Closing Date, the Company will also promptly deliver to GCAC copies of any audited consolidated financial statements of the Company and its Subsidiaries that the Company's certified public accountants may issue.

(b) The Company shall use reasonable best efforts to deliver true and complete copies of (i) the audited consolidated balance sheet of the Company as of December 31, 2019 and December 31, 2020, and the related audited consolidated statements of income, changes in shareholder equity, and cash flows of the Company and the for the years then ended, in each case, prepared in accordance with GAAP and Regulation S-X and audited in accordance with the auditing standards of the PCAOB (collectively, the "PCAOB Audited Financials") within fifteen (15) days from the date hereof (but in any event no later than twenty (20) days from the date hereof) and (ii) unaudited financial statements, including consolidated balance sheets and consolidated statements of income, changes in shareholder equity, and cash flows, of the Company relating to any interim period required to be included in the Registration Statement pursuant to Form S-4 and Regulation S-X, prepared in accordance with GAAP and Regulation S-X (the "Unaudited Interim Financial Statements"). To the extent Unaudited Interim Financial Statements are required, the Company shall use commercially reasonable efforts to deliver true and complete copies of such Unaudited Interim Financials within ten (10) days from the date they are required to be included in the Registration Statement pursuant to Form S-4 and Regulation S-X.

Section 7.14 Trust Account. As of the Effective Time, the obligations of GCAC to dissolve or liquidate within a specified time period as contained in GCAC's Certificate of Incorporation will be terminated and, following the disbursement of funds in the Trust Account described in this Section 7.14, GCAC shall have no obligation whatsoever to dissolve and liquidate the assets of GCAC by reason of the consummation of the Merger or otherwise, and no stockholder of GCAC shall be entitled to receive any amount from the Trust Account. At least 48 hours prior to the Effective Time, GCAC shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to or at the Effective Time to, and the Trustee shall thereupon be obligated to, cause the funds in the Trust Account to be disbursed in accordance with the Trust Agreement for the following: (a) the redemption of any shares of GCAC Common Stock in connection with the Redemption; (b) the payment of the Outstanding Company Transaction Expenses and Outstanding GCAC Transaction Expenses pursuant to Section 3.04(a) and Section 3.04(b); and (c) the balance of the assets in the Trust Account, if any, after payment of the amounts required under the foregoing clauses (a) and (b), to be disbursed to GCAC. Following such disbursement, GCAC shall cause the Trust Account and the Trust Agreement to terminate.

Section 7.15 Directors. Subject to any limitation imposed under applicable Laws or Nasdaq listing requirements, GCAC and the Company shall take all necessary action so that immediately after the Effective Time (and giving effect to the effectiveness of the GCAC Second A&R Charter), the board of directors of GCAC is comprised of the individuals (and each is assigned to his or her respective class of the board of directors and to committees of the board of directors) designated on Section 2.05(b) of the Company Disclosure Schedule. Pursuant to the GCAC Second A&R Charter as in effect as of the Closing, the post-Closing board of directors of GCAC shall be a classified board with three classes of directors, with (A) one class of directors, the Class A Directors, initially serving a one (1)-year term, such term effective from the Closing (but any subsequent Class A Directors serving a three (3)-year term), (b) a second class of directors, the Class B Directors, initially serving a two (2)-year term, such term effective from the Closing (but any subsequent Class B Directors serving a three (3)-year term), and (c) a third class of directors, the Class C Directors, serving a three (3)-year term, such term effective from the Closing.

Section 7.16 Stockholder Support Agreements. Within twenty-four (24) hours of the execution of this Agreement, the Company shall deliver the Stockholder Support Agreements executed by the Requisite Stockholders.

Section 7.17 Certain Agreements. Prior to the Closing, upon the Company's reasonable request, GCAC shall cooperate with the Company to obtain an executed joinder to the Registration Rights Agreement from each Company Securityholder who will receive GCAC Class A Common Stock in connection with the Transaction and who has not executed the Registration Rights Agreement prior to the time of the execution and delivery of this Agreement.

Section 7.18 Termination of Certain Agreements. Prior to the Closing, the Company shall take all actions necessary to cause the Contracts listed on Section 7.18 of the Company Disclosure Schedule to be terminated without any further force and effect and without any cost or other liability or obligation to the Company effective as of immediately prior to the Closing, and there shall be no further obligations of any of the relevant parties thereunder following the Closing.

Section 7.19 Amendments to Ancillary Agreements. Prior to the Closing, neither GCAC nor the Company shall, without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed), permit or consent to any amendment, supplement or modification to any of the Ancillary Agreements.

Section 7.20 Employment Agreements. GCAC shall use commercially reasonable efforts to execute and deliver to Dr. Jun Pei, Dr. Winston Fu, Mitchell Hourtienne, T. R. Ramachandran and Mark McCord, and the Company shall use commercially reasonable efforts to cause each such individual to execute and deliver to the Company, the applicable Employment Agreement prior to the Closing.

ARTICLE VIII
CONDITIONS TO THE MERGER

Section 8.01 Conditions to the Obligations of Each Party. The obligations of the Company, GCAC and Merger Sub to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following conditions:

(a) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(b) GCAC Stockholder Approval. The GCAC Stockholder Approval shall have been obtained.

(c) No Order. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, judgment, decree, executive order or award after the date hereof which is then in effect and has the effect of making the Transactions, including the Merger, illegal or otherwise prohibiting consummation of the Transactions, including the Merger.

(d) Antitrust Approvals and Waiting Periods. All required filings under the HSR Act shall have been completed and any applicable waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act shall have expired or been terminated.

(e) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated or be threatened by the SEC.

(f) Stock Exchange Listing. The GCAC Class A Common Stock to be issued in connection with the Transactions (including the Earnout Shares) shall have been approved for listing on the Nasdaq, subject only to official notice of issuance thereof.

(g) GCAC Net Tangible Assets. Upon the Closing, GCAC shall have at least five million one dollars ($5,000,001) of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) under the Exchange Act) remaining after completion of the Redemption.

(h) GCAC Second A&R Charter. The GCAC Certificate of Incorporation shall have been amended and restated by the GCAC Second A&R Charter.

Section 8.02 Conditions to the Obligations of GCAC and Merger Sub. The obligations of GCAC and Merger Sub to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to the Closing of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in (i) Section 4.01 (Organization and Qualification; Subsidiaries), Section 4.02 (Certificate of Incorporation and Bylaws), Section 4.03 (Capitalization) (other than clauses (a) and (g) thereof, which are subject to clause (iii) below), Section 4.04 (Authority Relative to This Agreement) and Section 4.21 (Brokers) shall each be true and correct in all material respects (unless such representations and warranties are qualified or limited as to Company Material Adverse Effect or other materiality qualification, in which case those such representations and warranties shall be true and correct) as of the date hereof and as of the Closing Date as if made anew at and as of that time, except to the extent of any changes that reflect actions expressly permitted in accordance with Section 6.01 and except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date, (ii) Section 4.08(b) (Absence of Certain Change or Events) shall be true and correct in all respects as of the date hereof and the Effective Time, (iii) Section 4.03(a) (Capitalization) and Section 4.03(g) (Capitalization) shall be true and correct in all respects as of the date hereof and as of the Closing Date, as if made anew at and as of that time (except to the extent of any changes that reflect actions expressly permitted in accordance with Section 6.01 and except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be true and correct as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably expected to result in more than de minimis additional cost, expense or liability to the Company, GCAC, Merger Sub or their Affiliates (other than, with respect to Section 4.03(a), as a result of conversion of currently outstanding Company Class F Stock and Company Preferred Stock or exercise of currently outstanding Company Options or the Company Warrant, in each case, in accordance with the terms of the Company Charter, Company Option Plan or Company Warrant, as applicable, in effect as of the date hereof), and (iv) all other representations and warranties of the Company set forth in Article IV shall be true and correct in all respects (without giving any effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) as of the date hereof and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), as if made anew at and as of that time, except where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a Company Material Adverse Effect.

(b) Agreements and Covenants. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

(c) Officer's Certificate. The Company shall have delivered to GCAC a certificate (the "Company Officer's Certificate"), dated as of the Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 8.02(a), Section 8.02(b) and Section 8.02(d).

(d) Material Adverse Effect. No Company Material Adverse Effect shall have occurred between the date of this Agreement and the Closing Date.

(e) PCAOB Audited Financials. The Company shall have delivered to GCAC the PCAOB Audited Financials.

(f) FIRPTA Certificate. At least two (2) days prior to the Closing, the Company shall deliver to GCAC, in a form reasonably acceptable to GCAC, a properly executed certification that Company Shares are not "U.S. real property interests" in accordance with the Treasury Regulations under Sections 897 and 1445 of the Code, together with a notice to the IRS (which shall be filed by GCAC with the IRS following the Closing) in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations.

(g) Termination of Certain Agreements. The Company shall have terminated the Contracts listed on Section 7.18 of the Company Disclosure Schedule.

Section 8.03 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Transactions, including the Merger, are subject to the satisfaction or waiver (where permissible) at or prior to Closing of the following additional conditions:

(a) Representations and Warranties. The representations and warranties of GCAC and Merger Sub contained in (i) Section 5.01 (Corporate Organization), Section 5.02 (Governing Documents), Section 5.03 (Capitalization.) (other than clauses (a) and (e) thereof, which are subject to clause (iii) below), Section 5.04 (Authority Relative to This Agreement) and Section 5.12 (Brokers) shall each be true and correct in all material respects (unless such representations and warranties are qualified or limited as to Material Adverse Effect or other materiality qualification, in which case those such representations and warranties shall be true and correct) as of the date hereof and as of the Closing Date as if made anew at and as of that time, except to the extent that any changes that reflect actions expressly permitted in accordance with Section 6.02 and except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date, (ii) Section 5.08(b) (Absence of Certain Change or Events) shall be true and correct in all respects as of the date hereof and the Effective Time, (iii) Section 5.03(a) and Section 5.03(e) (Capitalization) shall be true and correct in all respects as of the date hereof and as of the Closing Date, as if made anew at and as of that time (except to the extent of any changes that reflect actions expressly permitted in accordance with Section 6.02 and except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be true and correct as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably expected to result in more than de minimis additional cost, expense or liability to the Company, GCAC, Merger Sub or their Affiliates and (iv) all other representations and warranties of GCAC and Merger Sub contained in this Agreement shall be true and correct in all respects (without giving any effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth therein) as of the date hereof and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date), as if made anew at and as of that time, except where the failure of such representations and warranties to be true and correct (whether as of the Closing Date or such earlier date), taken as a whole, does not result in a GCAC Material Adverse Effect.

(b) Agreements and Covenants. GCAC and Merger Sub shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

(c) Officer's Certificate. GCAC shall have delivered to the Company a certificate, dated as of the Closing Date, signed by an officer of GCAC, certifying as to the satisfaction of the conditions specified in Section 8.03(a), Section 8.03(b) and Section 8.03(d).

(d) Material Adverse Effect. No GCAC Material Adverse Effect shall have occurred between the date of this Agreement and the Closing Date.

(e) Resignation. Other than the individual identified as a continuing director on Section 2.05(b) of the Company Disclosure Schedule, all members of the GCAC Board and all officers of GCAC shall have executed written resignations effective as of the Effective Time.

(f) Minimum Cash. The Closing GCAC Cash shall equal or exceed the Minimum GCAC Cash.

Section 8.04 Frustration of Conditions. Notwithstanding anything contained herein to the contrary, no party may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by the failure of such party or its Affiliates (or with respect to the Company, any Company Stockholder) to comply with or perform any of its covenants or obligations set forth in this Agreement.

ARTICLE IX
TERMINATION, AMENDMENT AND WAIVER

Section 9.01 Termination. This Agreement may be terminated and the Merger and the other Transactions may be abandoned at any time prior to the Effective Time, notwithstanding any requisite approval and adoption of this Agreement and the Transactions by the stockholders of the Company or GCAC, as follows:

(a) by mutual written consent of GCAC and the Company;

(b) by written notice from either GCAC or the Company to the other if the Effective Time shall not have occurred prior to the date that is six (6) months after the date hereof (the "Outside Date"); provided, however, that this Agreement may not be terminated under this Section 9.01(b) by or on behalf of any party that either directly or indirectly through its Affiliates is in material breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such material breach or violation is the principal cause of the failure of a condition set forth in Article VIII on or prior to the Outside Date;

(c) by written notice from either GCAC or the Company to the other if any Governmental Authority in the United States shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which has become final and non-appealable and has the effect of making consummation of the Transactions, including the Merger, illegal or otherwise preventing or prohibiting consummation of the Transactions or the Merger;

(d) by written notice from either GCAC or the Company to the other if GCAC shall have failed to obtain the GCAC Stockholder Approval at the GCAC Stockholders' Meeting (subject to any adjournment or recess of the meeting); provided, however, that this Agreement may not be terminated under this Section 9.01(d) by or on behalf of GCAC if GCAC or Merger Sub is in material breach or violation of Section 7.01 or Section 7.02;

(e) by written notice from GCAC to the Company if (i) the Company shall have failed to obtain the Company Stockholder Approval within five (5) Business Days after the Registration Statement becomes effective or (ii) the Company has failed to deliver to GCAC the Stockholder Support Agreements executed by the Requisite Stockholders within twenty-four (24) hours after the execution of this Agreement;

(f) by written notice from GCAC to the Company upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company set forth in this Agreement shall have become untrue, in either case such that the conditions set forth in Section 8.02(a) and Section 8.02(b) would not be satisfied ("Terminating Company Breach"); provided that GCAC has not waived in writing such Terminating Company Breach and GCAC and Merger Sub are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; provided, further that, if such Terminating Company Breach is curable by the Company, GCAC may not terminate this Agreement under this Section 9.01(f) for so long as the Company continues to exercise its commercially reasonable efforts to cure such breach, unless such breach is not cured within the earlier of (i) twenty (20) days after notice of such breach is provided by GCAC to the Company and (ii) the Outside Date; or

(g) by written notice from the Company to GCAC upon a breach of any representation, warranty, covenant or agreement on the part of GCAC or Merger Sub set forth in this Agreement, or if any representation or warranty of GCAC or Merger Sub set forth in this Agreement shall have become untrue, in either case such that the conditions set forth in Sections 8.03(a) and 8.03(b) would not be satisfied ("Terminating GCAC Breach"); provided that the Company has not waived such Terminating GCAC Breach and the Company are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; provided, however, that, if such Terminating GCAC Breach is curable by GCAC or Merger Sub, the Company may not terminate this Agreement under this Section 9.01(g) for so long as GCAC or Merger Sub continue to exercise their commercially reasonable efforts to cure such breach, unless such breach is not cured within the earlier of (i) twenty (20) days after notice of such breach is provided by the Company to GCAC and (ii) the Outside Date.

Section 9.02 Effect of Termination.

(a) Except as otherwise set forth in this Section 9.02, in the event of the termination of this Agreement pursuant to Section 9.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto, except as set forth in Section 9.02, Article X, and any corresponding definitions set forth in Article I, or in the case of termination subsequent to a Willful Breach of this Agreement by such party prior to such termination subject to Section 6.03.

Section 9.03 Amendment. This Agreement may be amended in writing by the parties hereto at any time prior to the Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 9.04 Waiver. At any time prior to the Effective Time, (i) GCAC may (a) extend the time for the performance of any obligation or other act of the Company, (b) waive any inaccuracy in the representations and warranties of the Company contained herein or in any document delivered by the Company pursuant hereto and (c) waive compliance with any agreement of the Company or any condition to its own obligations contained herein and (ii) the Company may (a) extend the time for the performance of any obligation or other act of GCAC or Merger Sub, (b) waive any inaccuracy in the representations and warranties of GCAC or Merger Sub contained herein or in any document delivered by GCAC or Merger Sub pursuant hereto and (c) waive compliance with any agreement of GCAC or Merger Sub or any condition to its own obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

ARTICLE X
GENERAL PROVISIONS

Section 10.01 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.01):

if to GCAC or Merger Sub at or prior to the Closing:

Growth Capital Acquisition Corp.
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: Prokopios "Akis" Tsirigakis and George Syllantavos
Email: atsirigakis@nautiluscorp.com and gs@stellaracquisition.com

with a copy to:

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Barry I. Grossman
Email: bigrossman@egsllp.com

if to the Company:

Cepton Technologies, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com
with a copy to:

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Noah Kornblith
Email: psieben@omm.com and nkornblith@omm.com

Section 10.02 Nonsurvival of Representations, Warranties and Covenants. The representations and warranties of the Company and GCAC contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Company or GCAC pursuant to this Agreement shall not survive the Closing, and from and after the Closing, the Company and GCAC and their respective Representatives shall not have any further obligations, nor shall any claim be asserted or action be brought against the Company or GCAC or their respective Representatives with respect thereto. The covenants and agreements made by the Company and GCAC in this Agreement or in any certificate or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such covenants or agreements, shall not survive the Closing, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Closing (which such covenants shall survive the Closing and continue until fully performed in accordance with their terms), and this Article X and any corresponding definitions set forth in Article I.

Section 10.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 10.04 Entire Agreement; Assignment. This Agreement and the Ancillary Agreements constitute the entire agreement among the parties with respect to the subject matter hereof and supersede, except as set forth in Section 7.04(b), all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, except for the Non-Disclosure Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) by any party without the prior express written consent of the other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 10.04 shall be null and void, *ab initio*.

Section 10.05 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Section 7.06 (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

Section 10.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Federal and state courts located in New York, New York. The parties hereto hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) agree not to commence any Action relating thereto except in the courts described above in New York, New York, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York, New York as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.07 Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the Transactions. Each of the parties hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other hereto have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.07.

Section 10.08 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.09 Counterparts; Electronic Delivery. This Agreement and each other Transaction Document may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery by email to counsel for the other parties of a counterpart executed by a party shall be deemed to meet the requirements of the previous sentence.

Section 10.10 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger) in the Federal and state courts located in New York, New York or, if any such court does not have jurisdiction, any court of the United States located in the State of New York without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity as expressly permitted in this Agreement. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security or a bond as a prerequisite to obtaining equitable relief.

Section 10.11 No Recourse. Except in the case of fraud, all actions, claims, obligations, liabilities or causes of actions (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement and (d) any failure of the Merger to be consummated, may be made only against (and, without prejudice to the rights of any express third-party beneficiary to whom rights under this Agreement inure pursuant to Section 10.11), solely those Persons that are expressly identified as parties to this Agreement and not against any Nonparty Affiliate (as defined below). Except in the case of fraud, no other Person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, optionholder, Affiliate, agent, attorney or representative of, or any financial advisor or lender to, any party to this Agreement, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, or any financial advisor or lender to (each of the foregoing, a "Nonparty Affiliate") any of the foregoing shall have any liabilities (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in the immediately preceding clauses (a) through (d) and each party, on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges each of the Nonparty Affiliate from any such liability or obligation.

Section 10.12 Legal Representation. The parties agree that, notwithstanding the fact that Ellenoff Grossman & Schole LLP ("EGS") may have, prior to the Closing, jointly represented GCAC, Merger Sub and/or the Sponsor in connection with this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, and has also represented GCAC and/or its Affiliates in connection with matters other than the transaction that is the subject of this Agreement, EGS will be permitted in the future, after the Closing, to represent the Sponsor or its Affiliates in connection with matters in which such Persons are adverse to GCAC or any of its Affiliates, including any disputes arising out of, or related to, this Agreement. The Company, who is or has the right to be represented by independent counsel in connection with the transactions contemplated by this Agreement, hereby agree, in advance, to waive (and to cause their Affiliates to waive) any actual or potential conflict of interest that may hereafter arise in connection with EGS's future representation of one or more of the Sponsor or its Affiliates in which the interests of such Person are adverse to the interests of GCAC or the Company or any of their respective Affiliates, including any matters that arise out of this Agreement or that are substantially related to this Agreement or to any prior representation by EGS of GCAC, Merger Sub, the Sponsor or any of their respective Affiliates. The parties acknowledge and agree that, for the purposes of the attorney-client privilege, the Sponsor shall be deemed the client of EGS with respect to the negotiation, execution and performance of this Agreement and the Ancillary Documents. All such communications shall remain privileged after the Closing and the privilege and the expectation of client confidence relating thereto shall belong solely to the Sponsor, shall be controlled by the Sponsor and shall not pass to or be claimed by GCAC or the Surviving Corporation; provided, further, that nothing contained herein shall be deemed to be a waiver by GCAC or any of its Affiliates (including, after the Effective Time, the Surviving Corporation and its Affiliates) of any applicable privileges or protections that can or may be asserted to prevent disclosure of any such communications to any third party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, GCAC, Merger Sub, and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GROWTH CAPITAL ACQUISITION CORP.

By: /s/ Prokopios "Akis" Tsirigakis
Name: Prokopios “Akis” Tsirigakis
Title: Chairman and Co-CEO

By: /s/ George Syllantavos
Name: George Syllantavos
Title: Co-CEO and CFO

[*Signature Page to Business Combination Agreement*]

GCAC MERGER SUB INC.

By: /s/ George Syllantavos
Name: George Syllantavos
Title: Vice President

[*Signature Page to Business Combination Agreement*]

CEPTON TECHNOLOGIES, INC.

By: /s/ Jun Pei
Name: Jun Pei
Title: Chief Executive Officer

[*Signature Page to Business Combination Agreement*]

Annex I

Earnout Merger Consideration

This Annex I sets forth the terms for the calculation of the number (if any) of $15.00 Earnout Shares and $17.50 Earnout Shares, as applicable. Terms used but not defined in this Annex I shall have the meanings ascribed to such terms in the other parts of this Agreement to which this Annex I is a part.

1. 15.00 Share Price Milestone.

If the closing share price of GCAC Class A Common Stock equals or exceeds $15.00 per share for any 20 trading days within any consecutive 30-trading day period that occurs after the Closing Date and on or prior to the three (3)-year anniversary of the Closing Date (the first occurrence of the foregoing is referred to herein as the "$15.00 Share Price Milestone", and such date is referred to as the "$15.00 Share Price Milestone Date"), then, except as provided in Section 1(b), GCAC shall issue, as promptly as practicable, to each holder of Company Common Stock (including, for the avoidance of doubt, the holder of the Company Warrant immediately prior to the Effective Time, which shall be exercised in accordance with Section 3.01(f)) that had an Earnout Pro Rata Portion exceeding zero (0), a number of shares of GCAC Class A Common Stock equal to such holder's Earnout Pro Rata Portion of 7,000,000 shares (such shares being referred to as the "$15.00 Earnout Shares").

2. 17.50 Share Price Milestone.

If the closing share price of GCAC Class A Common Stock equals or exceeds $17.50 per share for any 20 trading days within any consecutive 30-trading day period that occurs after the Closing Date and on or prior to the three (3)-year anniversary of the Closing Date (the first occurrence of the foregoing is referred to herein as the "$17.50 Share Price Milestone", and such date is referred to as the "$17.50 Share Price Milestone Date"), then, except as provided in Section 2(b), GCAC shall issue, as promptly as practicable, to each holder of Company Common Stock (including, for the avoidance of doubt, the holder of the Company Warrant immediately prior to the Effective Time, which shall be exercised in accordance with Section 3.01(f)) that had an Earnout Pro Rata Portion exceeding zero (0), a number of shares of GCAC Class A Common Stock equal to such holder's Earnout Pro Rata Portion of 6,000,000 shares (such shares being referred to as the "$17.50 Earnout Shares" and, together with the $15.00 Earnout Shares, the "Earnout Shares").

3. For the avoidance of doubt, if the condition for more than one Milestone is achieved, the Earnout Shares to be earned in connection with such Milestone shall be cumulative with any Earnout Shares earned prior to such time in connection with the achievement of any other Milestone; provided that, for avoidance of doubt, Earnout Shares in respect of each Milestone will be issued and earned only once and the aggregate Earnout Shares issued shall in no event exceed 13,000,000 shares of GCAC Class A Common Stock.

4. If, at or following the three (3)-year anniversary of the Closing Date, the $15.00 Share Price Milestone and/or the $17.50 Share Price Milestone have not occurred, none of the Earnout Shares that related to that particular Milestone shall be issued.

5. In the event that after the Closing and prior the three (3)-year anniversary of the Closing Date, (i) there is a Change of Control (or a definitive agreement providing for a Change of Control has been entered into prior to the three (3)-year anniversary of the Closing Date and such Change of Control is ultimately consummated, even if such consummation occurs after the three (3)-year anniversary of the Closing Date), (ii) any liquidation, dissolution or winding up of GCAC (whether voluntary of involuntary) is initiated, (iii) any bankruptcy, reorganization, debt arrangement or similar proceeding under any bankruptcy, insolvency or similar law, or any dissolution or liquidation proceeding, is instituted by or against GCAC, or a receiver is appointed for GCAC or a substantial part of its assets or properties or (iv) GCAC makes an assignment for the benefit of creditors, or petitions or applies to any Governmental Authority for, or consents or acquiesces to, the appointment of a custodian, receiver or trustee for all or substantially all of its assets or properties (each of clauses (i) through (iv), an "Acceleration Event"), then any Earnout Shares that have not been previously issued by GCAC (whether or not previously earned) shall be deemed earned and issued by GCAC to the holders of Company Common Stock (including, for the avoidance of doubt, the holder of the Company Warrant immediately prior to the Effective Time, which shall be exercised in accordance with Section 3.01(f)) that had an Earnout Pro Rata Portion exceeding zero (0) as of immediately prior to the Effective Time upon such Acceleration Event pursuant to Section 3.01 and Section 3.06 unless, in the case of an Acceleration Event that is a Change of Control, the value of the consideration to be received by the holders of the GCAC Class A Common Stock in such Change of Control transaction is less than the stock price threshold applicable to the $15.00 Share Price Milestone and/or the $17.50 Share Price Milestone, as applicable; provided, that the determinations of such consideration and value shall be determined in good faith by the disinterested members of the GCAC Board; and provided, further that such Earnout Shares that are not deemed earned as of such Change in Control transaction shall be cancelled effective upon such Change of Control to the extent that such Change in Control transaction consists of a sale of GCAC by merger, business combination or otherwise in which the stockholders of GCAC receive only cash consideration for their shares.

6. For purposes hereof, a "Change of Control" means the occurrence in a single transaction or as a result of a series of related transactions, of one or more of the following events:

a. any person or any group of persons acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act or any successor provisions thereto (a "Group") (excluding a corporation or other entity owned, directly or indirectly, by the stockholders of GCAC in substantially the same proportions as their ownership of stock of GCAC) (x) is or becomes the beneficial owner, directly or indirectly, of securities of GCAC representing more than fifty percent (50%) of the combined voting power of GCAC's then outstanding voting securities or (y) has or acquires control of the GCAC Board;

b. a merger, consolidation, reorganization or similar business combination transaction involving GCAC, and, immediately after the consummation of such transaction or series of transactions, either (x) the GCAC Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of GCAC immediately prior to such merger or consolidation do not continue to represent or are not converted into more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of the person resulting from such transaction or series of transactions or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

c. the sale, lease or other disposition, directly or indirectly, by GCAC of all or substantially all of the assets of GCAC and its Subsidiaries, taken as a whole, other than such sale, lease or other disposition by GCAC of all or substantially all of the assets of GCAC and its Subsidiaries, taken as a whole, to an entity at least a majority of the combined voting power of the voting securities of which are owned, directly or indirectly, by stockholders of GCAC.

7. If GCAC shall, at any time or from time to time, after the date hereof effect a subdivision, stock split, stock dividend, reorganization, combination, recapitalization or similar transaction affecting the outstanding shares of GCAC Class A Common Stock, the number of Earnout Shares issuable pursuant to, and the stock price targets set forth in, paragraphs 1, 2 and 3 of this Annex I, shall be equitably adjusted for such subdivision, stock split, stock dividend, reorganization, combination, recapitalization or similar transaction. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective (which shall be the "ex" date, if any, with respect to any such event). For the avoidance of doubt and without duplication, to the extent that GCAC Class A Common Stock has been exchanged for Series 1 Common Stock, this Annex 1 shall be read such that each reference to GCAC Class A Common Stock shall refer instead to Series 1 Common Stock.

Exhibit 10.1

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "Agreement"), dated as of August 4, 2021, is entered into by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC"), GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC ("Merger Sub"), Cepton Technologies, Inc., a Delaware corporation (the "Company"), and [•], a [•] (the "Stockholder"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, GCAC, the Company, and Merger Sub have previously entered into a Business Combination Agreement, dated as of August 4, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the "Business Combination Agreement"), pursuant to which (and subject to the terms and conditions set forth therein) (i) GCAC and the Company will enter into a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of GCAC (the Company, in its capacity as the surviving corporation of the Merger, is sometimes referred to as the "Surviving Corporation"), and (ii) by virtue of the Merger, the former stockholders of the Company will receive newly issued shares of GCAC Class A Common Stock;

WHEREAS, as of the date hereof, the Stockholder is the record and "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act")) of and is entitled to dispose of and vote the shares of Company Common Stock, Company Class F Stock and Company Preferred Stock set forth on the Stockholder's signature page hereto (the "Owned Shares"; the Owned Shares and any additional Company Securities (or any securities convertible into or exercisable or exchangeable for Company Securities) in which the Stockholder acquires record and beneficial ownership after the date hereof, including, without limitation, by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such securities, or upon exercise or conversion of any securities, the "Covered Shares"); and

WHEREAS, as a condition and inducement to the willingness of GCAC and Merger Sub to enter into the Business Combination Agreement, the Company agreed to deliver Stockholder Support Agreements executed by the Requisite Stockholders within twenty four (24) hours of the execution and delivery of the Business Combination Agreement.

AGREEMENT

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

1. Agreement to Vote. Subject to the earlier termination of this Agreement in accordance with Section 3, the Stockholder, in its capacity as a stockholder of the Company, irrevocably and unconditionally agrees that it shall, and shall cause any other holder of record of any of the Stockholder's Covered Shares to, validly execute and deliver to the Company, on (or effective as of) the third (3rd) Business Day following the date that the Consent Solicitation Statement included in the Registration Statement is disseminated by the Company to the Company's stockholders (following the date that the Registration Statement becomes effective), the written consent in the form attached hereto as Exhibit A in respect of all of the Stockholder's Covered Shares. In addition, prior to the Termination Date (as defined herein), the Stockholder, in its capacity as a stockholder of the Company, irrevocably and unconditionally agrees that, at any meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof), and in connection with any written consent of stockholders of the Company, the Stockholder shall, and shall cause any other holder of record of any of the Stockholder's Covered Shares to:

(a) if and when such meeting is held, appear at such meeting or otherwise cause the Stockholder's Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote (or execute and return an action by written consent), or cause to be voted at such meeting (or validly execute and return and cause such consent to be granted with respect to), all of the Stockholder's Covered Shares owned as of the record date for such meeting (or the date that any written consent is executed by the Stockholder) in favor of the Merger and the adoption of the Business Combination Agreement and any other matters necessary or reasonably requested by the Company for consummation of the Merger and the other transactions contemplated by the Business Combination Agreement, including, without limitation, any actions necessary to effectuate the Company Preferred Stock Conversion and the Company Class F Stock Conversion; and

(c) vote (or execute and return an action by written consent), or cause to be voted at such meeting, or validly execute and return and cause such consent to be granted with respect to, all of the Stockholder's Covered Shares against any Company Acquisition Proposal and any other action that (i) would reasonably be expected to materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Business Combination Agreement (including the Company Preferred Stock Conversion and the Company Class F Stock Conversion) or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Business Combination Agreement or (ii) would result in the failure of any condition set forth in Section 8.01, Section 8.02 or Section 8.03 of the Business Combination Agreement to be satisfied or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Stockholder contained in this Agreement or (iii) would reasonably be expected to result in a breach of Section 7.05(a) of the Business Combination Agreement.

(d) During the period commencing on the date hereof and ending upon the Termination Date, Stockholder, with respect to all of the Owned Shares, hereby irrevocably grants to, and appoints, GCAC and any designee of GCAC (determined in GCAC's sole discretion) as Stockholder's attorney-in-fact and proxy, with full power of substitution and resubstitution, for and in Stockholder's name, to vote, or cause to be voted (including by proxy or written consent, if applicable) any Owned Shares (whether beneficially or of record) by Stockholder in accordance with Sections 1(a) through (c) hereof; provided, that Stockholder's grant of the proxy contemplated by this Section 1(d) shall be effective if, and only if, Stockholder has not delivered to the Company at least one (1) Business Day prior to the meeting, or within at least three (3) Business Days of the Company's request for a written consent, at or on which any of the matters described in this Section 1 are to be considered, a duly executed proxy card directing that the Owned Shares of such Stockholder be voted in accordance with this Section 1; provided, further, that any grant of such proxy shall only entitle GCAC or its designee to vote on the matters specified by Sections 1(a) through (c), and Stockholder shall retain the authority to vote on all other matters. The proxy granted by Stockholder pursuant to this Section 1(d) is irrevocable and is granted in consideration of GCAC entering into this Agreement and the Business Combination Agreement and incurring certain related fees and expenses. Stockholder hereby affirms that such irrevocable proxy is coupled with an interest by reason of the Business Combination Agreement and, except upon the termination of this Agreement in accordance with Section 3, is intended to be irrevocable.

The obligations of the Stockholder specified in this Section 1 shall apply whether or not the Merger or any action described above is recommended by the Board of Directors of the Company.

2. No Inconsistent Agreements. The Stockholder hereby covenants and agrees that the Stockholder shall not, at any time prior to the Termination Date, (i) enter into any voting agreement or voting trust with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement, (ii) grant a proxy or power of attorney with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

3. Termination. This Agreement shall automatically terminate, without any notice or other action by any party, be void *ab initio* and no party shall have any further obligations or liabilities under this Agreement, upon the earliest of (i) the Effective Time, (ii) the termination of the Business Combination Agreement in accordance with its terms or (iii) the time this Agreement is terminated upon the mutual written agreement of GCAC, Merger Sub and the Stockholder (in each case, without the Stockholder's prior written consent) (the earliest such date under clause (i), (ii) or (iii) being referred to herein as the "Termination Date"); provided, that the provisions set forth in Sections 10 to 23 shall survive the termination of this Agreement; provided, further, that termination of this Agreement shall not relieve any party hereto from any liability for any Willful Breach of, or actual and intentional fraud in connection with, this Agreement prior to such termination.

4. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to GCAC and Merger Sub as to itself as follows:

(a) The Stockholder is the only record and a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Owned Shares, free and clear of Liens other than as created by this Agreement and Permitted Liens. As of the date hereof, other than the Owned Shares and any other shares of capital stock of the Company that become Covered Shares that the Stockholder acquires record or beneficial ownership after the date hereof that is either permitted pursuant to, or acquired in accordance with, Section 6.01(b)(ii) of the Business Combination Agreement, the Stockholder does not own beneficially or of record any shares of capital stock of the Company (or any securities convertible into shares of capital stock of the Company).

(b) The Stockholder (i) except as provided in this Agreement, has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Stockholder's Covered Shares, (ii) has not entered into any voting agreement or voting trust with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement other than that certain Second Amended and Restated Investors' Rights Agreement, dated as of February 4, 2020, by and among the Company and other parties thereto (the "IRA") (provided, however, that the Stockholder hereby agrees to consent to, and to take such other actions as are reasonably necessary to cause, the termination of the IRA at or prior to the Closing) and that certain Amended and Restated Right of First Refusal and Co-Sale Agreement (the "ROFR Agreement") (provided, however, that the Stockholder hereby agrees to consent to, and to take such other actions are reasonably necessary to cause, the termination of the ROFR Agreement at or prior to the Closing), (iii) has not granted a proxy or power of attorney with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

(c) The Stockholder (i) if a legal entity, is duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Laws of the jurisdiction of its organization and has all requisite corporate or other power and authority and has taken all corporate or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby or (ii) if an individual, has legal competence and capacity to enter into this Agreement and all necessary authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding agreement of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to the Remedies Exceptions.

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Stockholder from, or to be given by the Stockholder to, or be made by the Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by the Stockholder of this Agreement, the consummation of the transactions contemplated hereby (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement).

(e) The execution, delivery and performance of this Agreement by the Stockholder do not, and the consummation of the transactions contemplated hereby (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) will not, constitute or result in (i) if the Stockholder is a legal entity, a breach or violation of, or a default under, the certificate of incorporation, bylaws, limited liability company agreement or similar governing documents of the Stockholder, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on the Covered Shares (other than Permitted Liens) pursuant to any contract binding upon the Stockholder or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 4(d), under any applicable Law to which the Stockholder is subject, or (iii) any change in the rights or obligations of any party under any contract legally binding upon the Stockholder, except, in the case of clause (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, loss, acceleration, Lien or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay or impair the Stockholder's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement).

(f) As of the date of this Agreement, there is no action, proceeding or, to the Stockholder's knowledge, investigation pending against the Stockholder or, to the knowledge of the Stockholder, threatened against the Stockholder that questions the beneficial or record ownership of the Stockholder's Owned Shares, the validity of this Agreement or the performance by the Stockholder of its obligations under this Agreement.

(g) The Stockholder understands and acknowledges that GCAC and Merger Sub entered into the Business Combination Agreement in reliance upon the execution and delivery of this Agreement by the Stockholder and the representations, warranties, covenants and other agreements of the Stockholder contained herein.

(h) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which GCAC, Merger Sub or the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of the Stockholder, on behalf of the Stockholder, other than, for the avoidance of doubt, the Company's engagement of any investment banker, broker, finder or other intermediary as set forth in the Company Disclosure Schedule.

5. Certain Covenants of the Stockholder. Except in accordance with the terms of this Agreement, the Stockholder hereby covenants and agrees as follows:

(a) The Stockholder hereby agrees not to, directly or indirectly, and shall not, prior to the Termination Date, authorize or encourage any of its Affiliates or any of its or their representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a Company Acquisition Proposal; (ii) enter into discussions or negotiations with, or furnish or disclose any non-public information about the Company to, any Person in connection with or that could reasonably be expected to lead to a possible Company Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding a Company Acquisition Proposal. If the Stockholder or, to the knowledge of the Stockholder, any of its Affiliates receives any inquiry or proposal regarding a Company Acquisition Proposal, then the Stockholder shall reasonably promptly notify such Person indicating only that it is subject to an exclusivity agreement that prohibits it from considering such inquiry or proposal and, in such event, the Stockholder shall (A) notify GCAC promptly upon receipt of any Company Acquisition Proposal by the Stockholder, and describe the material terms and conditions of any such Company Acquisition Proposal in reasonable detail (including the identity of the Persons making such Company Acquisition Proposal) and (B) keep GCAC reasonably informed on a current basis of any modifications to such offer or information. The Stockholder shall immediately cease and cause to be terminated, and shall use reasonable best efforts to cause its Affiliates and all of its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, a Company Acquisition Proposal.

(b) The Stockholder hereby agrees not to, directly or indirectly, prior to the Termination Date, except in connection with the consummation of the Merger, (i) sell, transfer, pledge, encumber, assign, hedge, swap, convert or otherwise dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by operation of Law or otherwise), either voluntarily or involuntarily (collectively, "Transfer"), or enter into any contract or option with respect to the Transfer of any of the Stockholder's Covered Shares, or (ii) take any action that would make any representation or warranty of the Stockholder contained herein untrue or incorrect or have the effect of preventing or materially delaying the Stockholder from or in performing its obligations under this Agreement; provided, however, that nothing herein shall prohibit a Transfer (A) to an Affiliate of the Stockholder, (B) occurring by will, testamentary document or intestate succession upon the death of a Stockholder who is an individual or (C) pursuant to community property laws or divorce decree (each, a "Permitted Transfer"); provided, further, that any Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to GCAC, to assume all of the obligations of the Stockholder under, and be bound by all of the terms of, this Agreement in respect of the Covered Shares so Transferred and any Covered Shares subsequently acquired; provided, further, that any Transfer permitted under this Section 5(b) shall not relieve the Stockholder of its obligations under this Agreement. Any Transfer in violation of this Section 5(b) with respect to the Stockholder's Covered Shares shall be null and void. Nothing in this Agreement shall prohibit direct or indirect transfers of equity or other interests in a Stockholder.

(c) The Stockholder agrees to execute and deliver such documentation as may be reasonably necessary or reasonably requested to terminate, effective upon and contingent upon the Closing, any Company Affiliate Agreement to which the Stockholder is a party that is contemplated to be terminated in connection with the transactions contemplated by the Business Combination Agreement.

(d) The Stockholder agrees that effective upon and contingent upon the Closing, (i) each of (x) that certain Second Amended and Restated Investors' Rights Agreement dated as of February 4, 2020 by and among the Company and the other parties thereto (as amended, restated, supplemented or otherwise modified); (y) that certain Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of February 4, 2020 by and among the Company and the other parties thereto (as amended, restated, supplemented or otherwise modified); and (z) any side letters entered into by and between the Stockholder and the Company, be terminated; and (ii) to execute and deliver such documentation as may be reasonably necessary or reasonably requested in connection with such terminations.

(e) The Stockholder hereby authorizes the Company to maintain a copy of this Agreement at either the executive office or the registered office of the Company.

6. Further Assurances. From time to time, at GCAC's request and without further consideration, the Stockholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. The Stockholder further agrees not to commence or participate in, and to take all actions necessary to opt out of any class action with respect to, any action or claim, derivative or otherwise, against GCAC or Merger Sub or their respective Affiliates, the Sponsor, the Company or any of their respective successors and assigns relating to the negotiation, execution or delivery of this Agreement, the Business Combination Agreement (including the Per Share Stock Consideration) or the consummation of the transactions contemplated hereby and thereby.

7. Disclosure. The Stockholder hereby authorizes the Company and GCAC to publish and disclose in any announcement or disclosure to the extent required by Law or by rule or regulation of the SEC or Nasdaq the Stockholder's identity and ownership of the Covered Shares and the nature of the Stockholder's obligations under this Agreement; provided, that prior to any such publication or disclosure, if permitted under such Law, rule or regulation, the Company and GCAC have provided the Stockholder with a reasonable opportunity to review and comment upon such announcement or disclosure, which comments the Company and GCAC will consider in good faith.

8. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in the Company's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

9. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by GCAC, Merger Sub, the Company and the Stockholder.

10. Waiver. Any party to this Agreement may, at any time prior to the Termination Date, waive any of the terms or conditions of this Agreement pursuant to an instrument in writing signed by the party or parties to be bound thereby, or agree to an amendment or modification to this Agreement in the manner contemplated by Section 9 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

11. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered in Person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), in each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11):

If to GCAC or Merger Sub, to it at:

Growth Capital Acquisition Corp.
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: Prokopios “Akis” Tsirigakis and George Syllantavos
Email: atsirigakis@nautiluscorp.com and gs@stellaracquisition.com

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Barry I. Grossman
Email: bigrossman@egsllp.com

If to the Company, to it at:

Cepton Technologies, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com

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

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Noah Kornblith
Email: psieben@omm.com and nkornblith@omm.com

If to the Stockholder, to such address indicated on the Company's records with respect to the Stockholder or to such other address or addresses as the Stockholder may from time to time designate in writing.

12. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in GCAC any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares of the Stockholder. All rights, ownership and economic benefits of and relating to the Covered Shares of the Stockholder shall remain vested in and belong to the Stockholder, and GCAC shall have no authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of Company or exercise any power or authority to direct the Stockholder in the voting or disposition of any of the Stockholder's Covered Shares, except as otherwise provided herein.

13. Entire Agreement. This Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) constitute the entire agreement among the parties relating to the subject matter hereof and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Affiliates relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the matters contemplated by this Agreement exist between the parties except as expressly set forth or referenced in this Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement).

14. No Third-Party Beneficiaries. The Stockholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of GCAC and Merger Sub in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto; provided, that the Company shall be an express third-party beneficiary with respect to Section 4, Section 5(b), Section 5(c) and Section 7 hereof.

15. Governing Law and Venue; Service of Process; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws that would result in the application of any other jurisdiction's Laws.

(b) Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided, that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware "Chosen Courts"), in connection with any matter based upon or arising out of this Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such Person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such Person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 15, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

16. Assignment; Successors. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 16 shall be null and void, ab initio.

17. Trust Account Waiver. Notwithstanding anything to the contrary set forth herein, the Stockholder acknowledges that it has read the Prospectus and understands that GCAC has established the Trust Account containing the proceeds of IPO and the overallotment shares acquired by its underwriters from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon for the benefit of the Public Stockholders, and that, except as otherwise described in the Prospectus, GCAC may disburse monies from the Trust Account only: (a) to the Public Stockholders in the event they elect to redeem their GCAC Class A Common Stock pursuant to the Redemption in connection with the consummation of GCAC's Business Combination or in connection with an extension of its deadline to consummate a Business Combination, (b) to the Public Stockholders if GCAC fails to consummate a Business Combination within eighteen (18) months after the closing of the IPO, subject to extension by amendment to GCAC's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, as necessary to pay any Taxes, or (d) to GCAC after or concurrently with the consummation of a Business Combination. For and in consideration of GCAC entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stockholder hereby agrees on behalf of itself and its Affiliates that, notwithstanding anything to the contrary in this Agreement, neither the Stockholder nor any of its Affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or the Transaction Documents or any proposed or actual business relationship between GCAC or its Representatives, on the one hand, and the Stockholder or its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Released Claims"). The Stockholder on behalf of itself and its Affiliates hereby irrevocably waives any Released Claims that the Stockholder or any of its Affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations or Contracts with GCAC or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including an alleged breach of this Agreement or any other agreement with GCAC or its Affiliates). The Stockholder agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by GCAC and its Affiliates to induce GCAC to enter in this Agreement, and the Stockholder further intends and understands such waiver to be valid, binding and enforceable against the Stockholder and each of its Affiliates under applicable Law. To the extent the Stockholder or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to GCAC or its Representatives, which proceeding seeks, in whole or in part, monetary relief against GCAC or its Representatives, the Stockholder hereby acknowledges and agrees that the Stockholder's and its Affiliates' sole remedy shall be against funds held outside of the Trust Account and that such claim shall not permit the Stockholder or its Affiliates (or any Person claiming on any of their behalves or in lieu of any of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. In the event the Stockholder or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to GCAC or its Representatives, which proceeding seeks, in whole or in part, relief against the Trust Account (including any distributions therefrom) or the Public Stockholders of GCAC, whether in the form of money damages or injunctive relief, GCAC and its Representatives, as applicable, shall be entitled to recover from the Stockholder and its Affiliates the associated legal fees and costs in connection with any such action, in the event GCAC or its Representatives, as applicable, prevails in such action or proceeding. Notwithstanding anything in this Agreement to the contrary, the provisions of this paragraph shall survive indefinitely with respect to the obligations set forth in this Agreement.

18. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto, and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any named party to this Agreement and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of GCAC, Merger Sub or the Stockholder under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

19. Enforcement. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, including the Stockholder's obligations to vote its Covered Shares as provided in this Agreement, without proof of damages, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 19 shall not be required to provide any bond or other security in connection with any such injunction.

20. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

21. Counterparts. 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. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

22. Interpretation and Construction. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. Capacity as a Stockholder. Notwithstanding anything herein to the contrary, the Stockholder signs this Agreement solely in the Stockholder’s capacity as a stockholder of the Company, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions or inactions of any affiliate, representative, employee or designee of the Stockholder or any of its affiliates in his or her capacity, if applicable, as an officer, director or fiduciary of the Company or any of its Subsidiaries or any other Person.

24. Appraisal Rights. Stockholder hereby waives, and agrees not to exercise or assert, if applicable, any appraisal rights, dissenter’s rights or similar rights (whether under the DGCL or other applicable Law) in connection with the Merger.

25. Representation of the Company. Stockholder acknowledges and agrees that it has had an adequate opportunity to review this Agreement with its counsel prior to executing this Agreement. Stockholder further acknowledges and agrees that O’Melveny & Myers LLP represents the Company only, and such law firm does not represent the Stockholder in connection with the Business Combination Agreement, this Agreement or any of the transactions contemplated thereby or hereby.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name: Prokopios “Akis” Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

GCAC MERGER SUB INC.

By: _____
Name:
Title:

[Signature Page to Stockholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

CEPTON TECHNOLOGIES, INC..

By: _____
Name: Jun Pei
Title: Chief Executive Officer

[Signature Page to Stockholder Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

TIANJIN HICEPTON TECHNOLOGIES PARTNERSHIP (LIMITED PARTNERSHIP)

By: _____
Name:
Title:

Company Shares Held:

Common Stock:	
Class F Stock:	
Series A Preferred Stock:	
Series B Preferred Stock:	2,400,000
Series B-1 Preferred Stock:	
Series C Preferred Stock:	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

By: _____
Name: Jun Pei

Company Shares Held:

Common Stock:	
Class F Stock:	
Series A Preferred Stock:	500,000
Series B Preferred Stock:	
Series B-1 Preferred Stock:	
Series C Preferred Stock:	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

PEI 2000 TRUST

By: _____
Name: Jun Pei
Title: Trustee

By: _____
Name: Yiyan Liu
Title: Trustee

Company Shares Held:

Common Stock: 7,900,000

Class F Stock: 3,920,143

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

By: _____
Name: Jun Ye

Company Shares Held:

Common Stock: 5,500,000

Class F Stock: 2,500,000

Series A Preferred Stock: 500,000

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

JUN YE & HUIQING WANG, AS TRUSTEES OF THE LYNNELLE LIN YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

By: _____
Name: Huiqing Wang
Title: Trustee

Company Shares Held:

Common Stock: 1,000,000

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock:

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

JUN YE & HUIQING WANG, AS TRUSTEES OF THE BRION QI YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

By: _____
Name: Huiqing Wang
Title: Trustee

Company Shares Held:

Common Stock: 1,000,000

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

By: _____
Name: Yixin Liu

Company Shares Held:

Common Stock:1,600,000

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

By: _____
Name: Yupeng Cui

Company Shares Held:

Common Stock: 3,000,000

Class F Stock: 952,000

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

By: _____
Name: Mark McCord

Company Shares Held:

Common Stock: 3,000,000

Class F Stock: 1,000,000

Series A Preferred Stock: 250,000

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

GP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

Company Shares Held:

Common Stock: 1,250,000

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

BP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

Company Shares Held:

Common Stock: 1,250,000

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

KOITO MANUFACTURING CO., LTD.

By: _____
Name: Michiaki Kato
Title: President and COO

Company Shares Held:

Common Stock: _____

Class F Stock: _____

Series A Preferred Stock: _____

Series B Preferred Stock: _____

Series B-1 Preferred Stock: _____

Series C Preferred Stock: 5,971,147

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

LDV PARTNERS FUND I, L.P.

By: LDV Partners I (GP), Ltd
Its General Partner

By: _____
Name: Winston Fu
Title: Director

Company Shares Held:

Common Stock: 1,350,000

Class F Stock: _____

Series A Preferred Stock: 3,765,000

Series B Preferred Stock: 368,000

Series B-1 Preferred Stock: 735,394

Series C Preferred Stock: 268,702

Exhibit A
Form of Written Consent

WRITTEN CONSENT IN LIEU OF A
MEETING OF STOCKHOLDERS
OF
CEPTON TECHNOLOGIES, INC.

The undersigned (the "Stockholder"), being a holder of record of capital stock of Cepton Technologies, Inc., a Delaware corporation (the "Company"), acting with respect to all shares of such capital stock that the Stockholder owns or otherwise possesses the power to vote and/or in his, her or its personal capacity, as applicable, hereby consents to the adoption of the following resolutions in lieu of a meeting of stockholders of the Corporation pursuant to Section 228 of the General Corporation Law of the State of Delaware:

WHEREAS, the Company is a party to that certain Business Combination Agreement, dated as of August 4, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the "Business Combination Agreement"), by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC"), GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC ("Merger Sub"), and the Company, pursuant to which, among other things, on the terms and conditions set forth therein, Merger Sub will merger with and into the Company (the "Merger") with the Company surviving the Merger as a wholly owned subsidiary of GCAC;

WHEREAS, capitalized terms used but not otherwise defined in this written consent have the respective meanings ascribed to them in the Business Combination Agreement;

WHEREAS, the Business Combination Agreement further contemplates that, prior to the Effective Time, (i) each share of Company Class F Stock issued and outstanding shall be converted immediately prior shall be automatically converted immediately prior to the Effective Time into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company Charter in accordance with the terms of the Company Charter (the "Company Class F Stock Conversion") and (ii) each share of Company Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be automatically converted immediately prior to the Effective Time into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company Charter in accordance with the terms of the Company Charter (the "Company Preferred Stock Conversion");

WHEREAS, the Board of Directors of the Company has declared the Business Combination Agreement to be advisable and recommended that the stockholders of the Company approve and adopt the Business Combination Agreement, the Merger and the other Transaction (including the Company Class F Stock Conversion and Company Preferred Stock Conversion);

WHEREAS, the Stockholder desires to (i) approve and adopt the Business Combination Agreement and the Merger, (ii) to the extent the Stockholder possesses the right to vote any shares of Company Class F Stock and/or Company Preferred Stock, approve and specify the effective time of the Company Class F Stock Conversion and/or Company Preferred Stock Conversion, as applicable, and (iii) to the extent the Stockholder's consent or approval to any action is necessary, directly or indirectly, to effect the Transactions in accordance with the terms and conditions of the Business Combination Agreement, grant such consent or approval to the taking of such action;

WHEREAS, the Company and certain of the Company's stockholders are parties to (i) that certain Second Amended and Restated Investors' Rights Agreement dated as of February 4, 2020 by and among the Company and the other parties thereto (as amended, restated, supplemented or otherwise modified); (ii) that certain Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of February 4, 2020 by and among the Company and the other parties thereto (as amended, restated, supplemented or otherwise modified); and (iii) certain side letters entered into by and between the Company and its stockholders (collectively, the "Investor Agreements"); and

WHEREAS, the Company desires to terminate the Investor Agreements as set forth above, effective immediately prior to, and contingent upon, the Closing of the Merger.

NOW, THEREFORE, BE IT:

RESOLVED, that the Business Combination Agreement, the Merger and the transactions contemplated by the Business Combination Agreement be, and each hereby is, adopted and approved in all respects; and be it further

RESOLVED, that, to the extent the Stockholder possesses the right to vote any shares of Company Class F Stock, the Stockholder hereby consents to the Company Class F Stock Conversion, and hereby specifies the effective time thereof to be immediately prior to the Effective Time, for all purposes of the Company Charter; and be it further

RESOLVED, that, to the extent the Stockholder possesses the right to vote any shares of Company Preferred Stock, the Stockholder hereby consents to the Company Preferred Stock Conversion, and hereby specifies the effective time thereof to be immediately prior to the Effective Time, for all purposes of the Company Charter; and be it further

RESOLVED, that, to the extent the Stockholder's consent or approval to any action is necessary, directly or indirectly, to effect the Transactions in accordance with the terms and conditions of the Business Combination Agreement, the Stockholder hereby grants such consent or approval to the taking of each and every such action; and be it further

RESOLVED, that each of the Investor Agreements be, and hereby is, terminated effective immediately prior to, and contingent upon, the Closing of the Merger.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Stockholder has duly executed this written consent.

[STOCKHOLDER]

By: _____
Name:
Title

Exhibit 10.2

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of August 4, 2021, is made and entered into by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC"), Growth Capital Sponsor LLC, a Delaware limited liability company ("GC Sponsor"), Nautilus Carriers LLC, a Delaware limited liability company ("Nautilus"), HB Strategies LLC, a Delaware limited liability company ("HB Strategies"), Ellenoff Grossman & Schole LLP ("EGS"), Harry Braunstein ("Braunstein"), Gary Leibler ("Leibler"), Evan Breibart ("Breibart" and together with Leibler, Braunstein, EGS, HB Strategies, Nautilus and GC Sponsor, the "Initial Holders"), Cepton Technologies, Inc., a Delaware corporation ("Cepton"), and the undersigned parties listed under "Holder" on the signature page hereto (each such party, together with the Initial Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 or Section 5.10 of this Agreement, a "Holder" and collectively the "Holders").

RECITALS

WHEREAS, GCAC and Cepton are party to that certain Business Combination Agreement, dated as of August 4, 2021 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "BCA"), by and among GCAC, GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC ("Merger Sub"), and Cepton, pursuant to which, among other things, Merger Sub will merge within and into Cepton, with Cepton surviving as a wholly owned subsidiary of GCAC (the "Business Combination" and, GCAC following the consummation of the Business Combination, the "Company");

WHEREAS, it is a condition to the consummation of the transactions contemplated by the BCA that the parties hereto enter into this Agreement, to be effective upon the consummation of the Business Combination;

WHEREAS, GCAC and the Initial Holders entered into or subsequently became party to certain Registration Rights Agreements, each dated as of January 29, 2021 (as each such agreement may be amended, supplemented, restated or otherwise modified from time to time until the consummation of the Business Combination, the "Existing Agreements"); and

WHEREAS, upon consummation of the Business Combination, all of the parties to the Existing Agreements desire to amend and restate each such Existing Agreement in its entirety as set forth herein and GCAC and the Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of Board, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"Agreement" shall have the meaning given in the Preamble hereto.

"Board" shall mean the Board of Directors of the Company.

"Braunstein" shall have the meaning given in the Preamble hereto.

"Breibart" shall have the meaning given in the Preamble hereto.

"Business Combination" shall have the meaning given in the Recitals hereto.

"Business Day" shall mean any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York; provided, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority (as defined in the BCA) if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Cepton" shall have the meaning given in the Preamble hereto.

"Closing" shall have the meaning given in the BCA.

"Commission" shall mean the Securities and Exchange Commission.

"Common Stock" shall mean the common stock of the Company, par value $0.0001 per share.

"Company" shall have the meaning given in the Recitals hereto.

"Demand Registration" shall have the meaning given in subsection 2.1.1.

"Demanding Holder" shall have the meaning given in subsection 2.1.1.

"EGS" shall have the meaning given in the Preamble hereto.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Existing Agreements" shall have the meaning given in the Recitals hereto.

"Form S-1" shall have the meaning given in subsection 2.1.1.

"Form S-3" shall have the meaning given in subsection 2.1.1.

"Founder Shares" shall mean an aggregate 4,312,500 shares of GCAC's Class B common stock, par value $0.0001 per share, issued to the Initial Holders, and shall be deemed to include the shares of Common Stock issuable upon conversion thereof; provided, however, that Founder Shares shall not include any Founder Shares actually cancelled or forfeited under the terms of the Business Combination.

"GCAC" shall have the meaning given in the Preamble hereto.

"GC Sponsor" shall have the meaning given in the Preamble hereto.

"HB Strategies" shall have the meaning given in the Preamble hereto.

"Holder Information" shall have the meaning given in subsection 4.1.2.

"Holders" shall have the meaning given in the Preamble hereto.

"Initial Holders" shall have the meaning given in the Preamble hereto.

"Insider Letter" shall mean each letter agreement, dated as of January 29, 2021, by and among GCAC and each of GC Sponsor, Nautilus, HB Strategies and each of GCAC's officers and directors signatory to such applicable letter agreement.

"Investors" shall have the meaning given in the BCA.

"Leibler" shall have the meaning given in the Preamble hereto.

"Lock-up Agreement" means each Lock-Up Agreement (as defined in the BCA) entered into between GCAC and the Stockholder Parties, the Unpaid Expenses and Lock-Up Agreement (as defined in the BCA) entered into between GCAC, GC Sponsor, Nautilus and HB Strategies, or the Insider Letter, as applicable.

"Lock-up Period" shall mean, with respect to any Registrable Securities that are held by the Initial Holders or the Stockholder Parties, the period specified in the Lock-up Agreement applicable to such Registrable Securities.

"Maximum Number of Securities" shall have the meaning given in subsection 2.1.4.

"Merger Sub" shall have the meaning given in the Recitals hereto.

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"Nautilus" shall have the meaning given in the Preamble hereto.

"Permitted Transferees" shall mean, subject to the provisions of Section 5.2, any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to the terms of the Lock-Up Agreement applicable to such Registrable Securities, for so long as such agreements remain in effect, and to any transferee thereafter.

"Piggyback Registration" shall have the meaning given in subsection 2.2.1.

"Private Placement Warrants" shall mean warrants, each of which is exercisable to purchase one share of GCAC Class A Common Stock, par value $0.0001 per share, at an exercise price of $11.50 per share, which were issued to each of GCS, Nautilus and HB Securities pursuant to Private Placement Warrants Purchase Agreements, dated as of January 29, 2021, between GCAC and each of GC Sponsor, Nautilus and HB Securities.

"Prospectus" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"Qualified Additional Holder" shall mean any stockholder of Cepton that is a director or officer of Cepton or any other stockholder of Cepton that is approved to become a "Holder" under this Agreement by Cepton or GCAC, as applicable, and the Holders holding a majority of the Registrable Securities then outstanding (such approval not to be unreasonably withheld, conditioned or delayed) and that has executed and delivered a joinder to this Agreement in the form attached hereto as Exhibit A.

"Registrable Security" shall mean (a) any outstanding shares of Common Stock, whether voting or non-voting, held by a Holder immediately following the Closing (including shares of Common Stock distributable pursuant to the BCA and the conversion of the Founder Shares), (b) the Private Placement Warrants (including any shares of Common Stock issued or issuable upon the exercise of any such Private Placement Warrants), (c) any shares of Common Stock that may be acquired by Holders upon the exercise of a warrant or other right to acquire Common Stock held by a Holder immediately following the Closing, (d) any shares of Common Stock or any other equity security (including, without limitation, the shares of Common Stock issued or issuable upon the exercise of any other equity security and warrants) of the Company otherwise acquired or owned by a Holder following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company and (e) any other equity security of the Company issued or issuable with respect to any such securities referenced in clauses (a), (b), (c), or (d) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates or book-entry provisions for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 without limitation as to volume and manner of sale restrictions; or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction. For the avoidance of doubt, Registrable Securities shall not include any securities that have been actually cancelled or forfeited under the terms of the Business Combination Agreement.

"Registration" shall mean a registration effected by preparing and filing a Registration Statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such Registration Statement becoming effective.

"Registration Expenses" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration.

"Registration Statement" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Requesting Holder" shall have the meaning given in subsection 2.1.1.

"Rule 144" shall mean Rule 144 promulgated under the Securities Act (or any successor rule promulgated by the Commission).

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Stockholder Parties" shall mean stockholders of Cepton who will receive (or have received) GCAC Class A Common Stock at the Closing and are parties to this Agreement (including any Qualified Additional Holders).

"Subscription Agreement" shall have the meaning given in the BCA together with any additional subscription agreements for the purchase of securities of GCAC entered into between the date of this Agreement and the Closing.

"Underwriter" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Registration" or "Underwritten Offering" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting.

ARTICLE II
REGISTRATIONS

2.1 Demand Registration; Shelf Registration.

2.1.1 Request for Demand Registration. Subject to the provisions of the Lock-up Agreements, subsections 2.1.4, 2.1.6 and Section 2.3 hereof and provided that the Company does not have an effective Registration Statement pursuant to subsection 2.1.6 outstanding covering the Registrable Securities, at any time and from time to time, the Holders of at least a majority-in-interest of the then-outstanding number of Registrable Securities (the "Demanding Holders") may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand, a "Demand Registration"). The Company shall, within five (5) Business Days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "Requesting Holder") shall so notify the Company, in writing, within five (5) Business Days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than thirty (30) days after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than an aggregate of three (3) Registrations pursuant to a Demand Registration under this subsection 2.1.1 with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Registration Statement on Form S-1 or any similar long-form registration statement that may be available at such time ("Form S-1"), or if available to the Company, a Registration Statement on Form S-3 or any similar short form registration statement that may be available at such time ("Form S-3"), has become effective and all of the Registrable Securities requested by the Requesting Holders to be registered on behalf of the Requesting Holders in such Form S-1 or S-3, as the case may be, Registration have been sold, in accordance with Section 3.1 of this Agreement.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, then the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsections 2.1.4, 2.1.6 and Section 2.3 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder and Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein; provided that the anticipated aggregate proceeds from any Underwritten Offering shall be equal to or greater than $50 million; provided that, for the avoidance of doubt, in no event shall this limitation be applicable to the registration of Registrable Securities held by the Initial Holders concurrently or substantially concurrently with the Closing as contemplated by the BCA. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the majority-in-interest of the Demanding Holders initiating the Demand Registration, which Underwriter(s) shall be reasonably acceptable to the Company.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell and the Common Stock or other equity securities, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "Maximum Number of Securities"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) holds prior to such Underwritten Registration) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of the Holders (pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Registration) exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Demand Registration or a majority-in-interest of the Requesting Holders (if any), pursuant to a Registration under subsection 2.1.1 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this subsection 2.1.5.

2.1.6 Shelf Registration.

(a) The Company shall file, after the filing of the amendment to the Proxy Statement (as defined in the BCA) following the receipt of the first round of comments on the Proxy Statement from the SEC, and use commercially reasonable efforts to cause to be declared effective as soon as practicable after the Closing, a Registration Statement for a Shelf Registration on Form S-1 (the "Form S-1 Shelf") or, if the Company is eligible to use a Registration Statement on Form S-3, a Shelf Registration on Form S-3, or any similar short-form registration statement which may be available at such time (the "Form S-3 Shelf" and together with the Form S-1 Shelf or similar short-form registration statement, each a "Shelf"), in each case, covering the resale of all the Registrable Securities (determined as of two (2) Business Days prior to such filing) on a delayed or continuous basis. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any subsequent Form S-1 Shelf) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3.

(b) Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the Registrable Securities proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 under the Securities Act for the resale of Registrable Securities held by the Holders or otherwise, such Registration Statement shall register for resale such number of Registrable Securities which is equal to the maximum number of shares of Registrable Securities as is permitted by the Commission. In such event, the number of Registrable Securities to be registered for each selling security holder named in the Registration Statement shall be reduced pro rata among all such selling security holders. In the event the Commission informs the Company that all of such Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale on the Registration Statement, the Company agrees to promptly inform the Holders thereof and use its reasonable best efforts to file amendments to the Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1 or such other form available to register for resale such Registrable Securities as a secondary offering.

(c) Notwithstanding anything to the contrary herein, to the extent there is an active Shelf under this subsection 2.1.6, covering a Holder's or Holders' Registrable Securities, and such Holder or Holders qualify as Demanding Holders pursuant to subsection 2.1.1 and wish to request an Underwritten Offering from such Shelf, such Underwritten Offering shall follow the procedures of Section 2.1, subsections 2.1.3, 2.1.4, 2.1.5 (except that any withdrawal must be made before the public announcement of such Underwritten Offering) and this subsection 2.1.6), but such Underwritten Offering shall be made from the Shelf and shall count against the number of long form Demand Registrations that may be made pursuant to Section 2.1.1.

(d) Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of such Holder, shall promptly use its reasonable best efforts to cause the resale of such Registrable Securities to be covered by the then available Shelf by means of a post-effective amendment; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered once per calendar year for any Holder and no more than three (3) times per calendar year for all Holders. The Company shall have the right to remove any persons no longer holding Registrable Securities from the Shelf or any other shelf registration statement by means of a post-effective amendment.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If, at any time the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for an exchange offer or offering of securities solely to the Company's existing stockholders, (v) for a dividend reinvestment plan, (vi) for a rights offering or (vii) for the exercise of any warrants, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) calendar days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) Business Days after receipt of such written notice (such Registration a "Piggyback Registration"). Subject to subsection 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its reasonable best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to this Section 2.2, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof (pro rata based on the respective number of Registrable Securities that such Holder has requested be included in such Registration), which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company (pro rata based on the respective number of Registrable Securities that each stockholder holds prior to such Underwritten Registration), which can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, pro rata based on the number of Registrable Securities that each Holder has requested be included in such Registration and the aggregate number of Registrable Securities that the Holders have requested to be included in such Registration, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.3 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.1.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration pursuant to subsections 2.1.3 or 2.1.6(c) and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing on not more than two occasions and for a period of not more than sixty (60) consecutive calendar days or more than one hundred twenty (120) total calendar days, in each case, during any twelve (12)-month period.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If at any time the Company is required to effect the Registration of Registrable Securities, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders of two percent (2.0%) of the Registrable Securities or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which the same class of securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus (other than by way of any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus), furnish a copy thereof to each seller of such Registrable Securities or its counsel;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 permit a representative of the Holders (such representative to be selected by a majority-in-interest of the participating Holders), the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated as of such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission)); provided that the Company will be deemed to have satisfied such requirement to the extent such information is filed on EDGAR or any successor system;

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $50 million, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering;

3.1.16 make available for inspection by Holders holding Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other professional retained by any Holder holding Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any of them in connection with such Registration Statement; provided that the Company may require execution of a reasonable confidentiality agreement prior to sharing any such information; and

3.1.17 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registrations and Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company reasonably determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event on more than three (3) occasions or for more than sixty (60) consecutive calendar days or for more than ninety (90) total calendar days during any twelve-month period, determined in good faith by the Board to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144, including providing any reasonably requested legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder (i) a written certification of a duly authorized officer as to whether it has complied with such requirements and (ii) a copy of the most recent annual or quarterly reports of the Company and such other reports and documents so filed by the Company (it being understood that the availability of such report on the SEC's EDGAR system shall satisfy this requirement).

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) caused by (i) any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein or (ii) any information provided by the Company or at the instruction of the Company to any person participating in any offering hereunder at the point of sale containing any untrue statement or alleged untrue statement of any material fact or omitting or allegedly omitting any material fact required to be included in such information or necessary to make the statements therein not misleading. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "Holder Information") and, to the extent permitted by law, shall indemnify the Company, any other Holders and their respective directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. The indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to:

Cepton, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com

with a copy to:

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Noah Kornblith
Email: psieben@omm.com and nkornblith@omm.com

and, if to any Holder of Registrable Securities, at such Holder's address, e-mail address or facsimile number as set forth on the signature page hereto or a subsequent notice delivered in accordance with this Section 5.1. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 A Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to a Permitted Transferee who agrees to become bound by this Agreement.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects any Holder, solely in his, her or its capacity as a holder of Registrable Securities, in a manner that is materially different from the other Holders (in such capacity) shall require the written consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.6 Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities and the Investors pursuant to the Subscription Agreements, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement (excluding the Subscription Agreements) with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.7 Term; Effectiveness. This Agreement shall become effective concurrently with the Closing and shall terminate with respect to any Holder on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 3.5 and Article IV shall survive any termination. Notwithstanding the foregoing, if the BCA is validly terminated pursuant to and in accordance with its terms prior to the Effective Time (as defined in the BCA), this Agreement shall be null and void and shall not create any rights, obligations or liability with respect to any party hereto, and the Existing Agreements shall remain in full force and effect to the extent of its terms.

5.8 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

5.9 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

5.10 Additional Holders. In the event that after the date of this Agreement, any Qualified Additional Holders are approved as set forth in this Agreement, then Cepton and GCAC shall cause such Qualified Additional Holder to become a party to this Agreement by executing a joinder agreement in the form attached hereto as Exhibit A, pursuant to which such Qualified Additional Holder shall agree to be bound by and subject to the terms of this Agreement as a Holder and thereafter such Qualified Additional Holder shall be deemed a Holder for all purposes under this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

GROWTH CAPITAL ACQUISITION CORP.
a Delaware corporation

By: _____
Name: Prokopios "Akis" Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

GROWTH CAPITAL SPONSOR LLC

By: _____

Name:

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

NAUTILUS CARRIERS LLC

By: _____

Name:

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

HB STRATEGIES LLC

By: _____

Name:
Title:

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

ELLENOFF GROSSMAN & SCHOLE LLP

By: _____
Name:
Title:

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

By: _____
Name: Harry Braunstein
Title:

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

By: _____
Name: Gary Leibler
Title:

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

INITIAL HOLDER:

By: _____
Name: Evan Breibart
Title:

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

CEPTON TECHNOLOGIES INC.,
a Delaware corporation

By: _____
Name: Jun Pei
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDERS:

TIANJIN HICEPTON TECHNOLOGIES PARTNERSHIP (LIMITED PARTNERSHIP)

By: _____
Name: Xu Zhang
Title:

Address: 701, Tower A, Truth Plaza, Zhichun Road, Haidian District, Beijing, China

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

By: _____

Name: Jun Pei

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

PEI 2000 TRUST

By: _____
Name: Jun Pei
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

By: _____
Name: Yiyan Liu
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

By: _____
Name: Jun Ye

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

JUN YE & HUIQING WANG, AS TRUSTEES OF THE LYNNELLE LIN YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

By: _____
Name: Huiqing Wang
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

JUN YE & HUIQING WANG, AS TRUSTEES OF THE BRION QI YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

By: _____
Name: Huiqing Wang
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

By: _____
Name: Yixin Liu

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

By: _____
Name: Yupeng Cui

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

By: _____
Name: Mark McCord

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

GP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

BP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

Address:

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

KOITO MANUFACTURING CO., LTD.

By: _____

Name: Michiaki Kato
Title: President

Address: 4-8-3, Takanawa, Minato-ku
Tokyo 107-8711 Japan

E-Mail:

Fax number:

Phone number:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDER:

LDV PARTNERS FUND I, L.P.
By: LDV Partners I (GP), Ltd
Its General Partner

By: _____
Name: Winston Fu
Title: Director

Address: 24201 Sumerhill Ave.
Los Altos, CA 94024-5230

E-Mail: Winston@ldvpartners.com

Fax number:

Phone number:

Exhibit A

Form of Joinder

FORM OF JOINDER TO AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

August 4, 2021

Reference is made to that certain Amended and Restated Registration Rights Agreement (as may be amended and/or restated from time to time, the "Registration Rights Agreement"), dated as of August 4, 2021, by and among Growth Capital Acquisition Corp., a Delaware corporation, Growth Capital Sponsor LLC, a Delaware limited liability company, Nautilus Carriers LLC, a Delaware limited liability company, HB Strategies LLC, a Delaware limited liability company, Ellenoff Grossman & Schole LLP, Harry Braunstein, Gary Leibler, Evan Breibart, Cepton Technologies, Inc., a Delaware corporation and the undersigned parties listed under Holder on the signature page thereto or otherwise party thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Registration Rights Agreement.

The undersigned hereby agrees to and does become party to the Registration Rights Agreement as a Holder thereunder. This Joinder shall serve as a counterpart signature page to the Registration Rights Agreement and by executing below the undersigned is deemed to have executed the Registration Rights Agreement with the same force and effect as if originally named a party thereto.

This Joinder may be executed in multiple counterparts, including by means of facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned have duly executed this Joinder as of the date first set forth above.

HOLDER

Printed Name of Holder: _____

By: _____

Name: _____
Title: _____

Common Stock: _____

Address: _____

_____

_____

Date: _____

Exhibit 10.3

CONFIDENTIALITY AND LOCKUP AGREEMENT

This Confidentiality and Lockup Agreement is dated as of August 4, 2021 and is by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC"), and each of the stockholder parties identified on Exhibit A hereto and the other Persons who enter into a joinder to this Agreement substantially in the form of Exhibit B hereto with GCAC in order to become a "Stockholder Party" for purposes of this Agreement (collectively, the "Stockholder Parties").

BACKGROUND:

WHEREAS, the Stockholder Parties own or will own equity interests in Cepton Technologies, Inc., a Delaware corporation ("Legacy Cepton"), and/or GCAC;

WHEREAS, pursuant to that certain Business Combination Agreement, dated as of August 4, 2021 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Business Combination Agreement"), (i) GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC, will merge with and into Legacy Cepton (the "Merger"), with Legacy Cepton surviving the Merger as a wholly owned subsidiary (Legacy Cepton from and after the Merger sometimes referred to herein as the "Surviving Corporation") of GCAC, (ii) by virtue of the Merger, former stockholders of Legacy Cepton will receive newly issued shares of Common Stock (as defined below), and (iii) following the consummation of the Merger, GCAC will be renamed "Cepton, Inc." (GCAC from and after the Merger sometimes referred to herein as the "Company"); and

WHEREAS, in connection with the Merger and effective upon the consummation thereof (the "Effective Time"), the parties hereto wish to set forth herein certain understandings among such parties with respect to confidentiality and restrictions on transfer of equity interests in GCAC.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
INTRODUCTORY MATTERS

1.1 Defined Terms. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"Action" has the meaning set forth in Section 4.8.

"Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" means this Confidentiality and Lockup Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof.

"Board" means the board of directors of the Company.

"Business Combination Agreement" has the meaning set forth in the Background.

"Business Day" means a day other than a Saturday, Sunday, federal or New York State holiday or other day on which commercial banks in New York City are authorized or required by Law to close; *provided*, that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"Change of Control" has the meaning set forth in Section 3.1(a).

"Company" has the meaning set forth in the Background.

"Common Stock" means the Class A Common Stock, par value $0.0001 per share, of GCAC, as of the Effective Time of the Merger (as the same may be reclassified or changed from time to time).

"Confidential Information" means any information concerning GCAC, Legacy Cepton or the Surviving Corporation or their respective Subsidiaries or other controlled Affiliates that is furnished after the date of this Agreement by or on behalf of GCAC, Legacy Cepton or the Surviving Corporation or their respective designated representatives to a Stockholder Party or its designated representatives, together with any notes, analyses, reports, models, compilations, studies, documents, records or extracts thereof containing, based upon or derived from such information, in whole or in part; *provided*, *however*, that Confidential Information does not include information:

(i) that is generally known to the public at the time of disclosure or becomes generally known without violation of this Agreement by the receiving Stockholder Party or its designated representatives;

(ii) that is in the Stockholder Party's possession or the possession of the Stockholder Party's representatives at the time of disclosure other than as a result of any Stockholder Party's or its designated representatives' breach of any legal or fiduciary obligation of confidentiality to the disclosing party under this Agreement or otherwise;

(iii) that becomes known to the receiving Stockholder Party or its designated representatives on a non-confidential basis through disclosure by sources, other than by or on behalf of GCAC, Legacy Cepton or the Surviving Corporation, having the legal right to disclose such Confidential Information;

(iv) that is independently developed by the receiving Stockholder Party or its designated representatives who have not directly or indirectly had access to the Confidential Information, as is clearly provable by competent evidence in their possession; or

(v) that the receiving Stockholder Party or its designated representatives is required, in the good faith determination of such receiving Stockholder Party or designated representative, to disclose by applicable Law, regulation or legal process, *provided* that such receiving Stockholder Party or designated representative takes reasonable steps to minimize the extent of any such required disclosure, discloses only that portion of the Confidential Information that such Stockholder Party's legal counsel advises is legally required to be disclosed, and, prior to such disclosure, provides GCAC and/or the Surviving Corporation, as applicable, with the opportunity to seek a protective order or other appropriate remedy to prevent such disclosure, and *provided further* that no such steps to minimize disclosure shall be required where a disclosure is made in connection with a routine audit or examination by a bank examiner or auditor having jurisdiction over the receiving Stockholder Party and such audit or examination does not specifically reference GCAC, Legacy Cepton, the Surviving Corporation, the Confidential Information or this Agreement.

"Covered Securities" has the meaning set forth in Section 3.1.

"designated representatives" means, with respect to a Stockholder Party, (a) its and its Affiliates' directors, managers, officers, attorneys, accountants, consultants, insurers, financing sources and other advisors in connection with such Stockholder Party's investment in the Company and (b) any of such Stockholder Party's or their respective Affiliates' partners, members, stockholders, directors, managers, officers, other fiduciaries, employees or agents in the ordinary course of business, so long as such Person has agreed to maintain the confidentiality of any Confidential Information provided to it.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (including stock exchange authorities).

"immediate family member" has the meaning set forth in Section 3.1(b).

"Law" means any federal, state, local, municipal, foreign or other law, statute, legislation, principle of common law, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, directive, requirement, writ, injunction, settlement, Order or Consent that is or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Legacy Cepton" has the meaning set forth in the Background.

"Lock-Up Period" has the meaning set forth in Section 3.1(a).

"Merger" has the meaning set forth in the Background.

"Non-Recourse Party" means any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative of any named party to this Agreement and any past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative of any of the foregoing.

"Permitted Transferees" means with respect to a Stockholder Party, a Transferee of shares that agrees to become party to, and to be bound to the same extent as its Transferor by the terms of, this Agreement.

"Person" means an individual, a partnership, a corporation, a limited partnership, a limited liability company, a syndicate, an association, a joint stock company, a trust, an entity, a joint venture, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable Law, a person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act) or any Governmental Authority or any department, agency or political subdivision thereof.

"shares" means shares of Common Stock received by the Stockholder Parties pursuant to the Business Combination Agreement; *provided*, *however*, that, for the avoidance of doubt, such term shall not include (i) shares of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock, in each case, acquired in open market transactions after the Closing Date, or (ii) shares of Common Stock issued in any private investment in public securities financing being conducted by GCAC in connection with the Merger.

"Sponsor" means, collectively, Growth Capital Sponsor LLC, a Delaware limited liability company, Nautilus Carriers LLC, a Delaware limited liability company, and HB Strategies LLC, a Delaware limited liability company.

"Stockholder Parties" has the meaning set forth in the Preamble.

"Subsidiary" has the meaning set forth in the Business Combination Agreement.

"Surviving Corporation" has the meaning set forth in the Background.

1.2 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Unless the context otherwise requires: (a) "or" is disjunctive but not exclusive, (b) words in the singular include the plural, and in the plural include the singular, and (c) the words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to sections of this Agreement unless otherwise specified.

ARTICLE II
CONFIDENTIALITY

2.1 Confidentiality. Each Stockholder Party agrees that it will, and will direct its designated representatives to, keep confidential and not disclose to any third party any Confidential Information; *provided*, *however*, that each Stockholder Party and its designated representatives may disclose Confidential Information (a) to Sponsor and its representatives, (b) to its designated representatives and (c) as GCAC may otherwise consent in writing prior to any such disclosure; *provided*, *further*, *however*, that each Stockholder Party agrees to be responsible for any breaches of this Article II by such Stockholder Party's designated representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its designated representatives from prohibited or unauthorized disclosure of the Confidential Information.

ARTICLE III
LOCKUP

3.1 Lockup.

(a) During the period beginning at the Effective Time and continuing to and including the date that is 180 days after the Closing Date (as defined in the Business Combination Agreement) (the "Lock-Up Period"), each Stockholder Party agrees not to, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock, together with any (a) securities paid as dividends or distributions with respect to such securities or (b) securities that are exchangeable or convertible into shares of Common Stock, owned directly by the such Stockholder Party (including holding as a custodian) or with respect to which such Stockholder Party has beneficial ownership within the rules and regulations of the U.S. Securities and Exchange Commission (collectively, the "Covered Securities"). The foregoing restriction is expressly agreed to preclude such Stockholder Parties from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Covered Securities even if such Covered Securities would be disposed of by someone other than such Stockholder Parties. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Covered Securities or with respect to any security that includes, relates to, or derives any significant part of its value from such Covered Securities.

(b) Notwithstanding the foregoing or anything in this Agreement to the contrary, a Stockholder Party may transfer or dispose of its Covered Securities (i) by will, other testamentary document or intestacy, (ii) as a *bona fide* gift or gifts, including to charitable organizations or for *bona fide* estate planning purposes, (iii) to any trust, partnership, limited liability company, corporation or other entity for the direct or indirect benefit of the undersigned or an immediate family member of the undersigned (for purposes of this Section 3.1, "immediate family member" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) in the case of an individual, (x) to any immediate family member or other dependent or (y) to a trust, the beneficiary of which is either an immediate family member of such individual or a charitable organization and, in each case, the sole trustee of which is such individual, (v) in the case of an individual, pursuant to a qualified domestic relations order, (vi) as a *pro rata* distribution to limited partners, members or stockholders of such Stockholder Party, (vii) to its Affiliated investment fund or other Affiliated entity controlled or managed by such Stockholder Party or its Affiliates, (viii) to a nominee or custodian of a Person to whom a disposition or transfer would be permissible under clauses (i) through (vii) above, (ix) pursuant to an order or decree of a Governmental Authority, (x) from an employee to GCAC or its Subsidiary or parent entities upon death, disability or termination of employment, in each case, of such employee, (xi) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction, in each case, both approved by the Board and made to all holders of the shares involving a Change of Control (as defined below) (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such Stockholder Party's Covered Securities shall remain subject to the provisions of this Section 3.1, (xii) to GCAC (1) pursuant to the exercise of any option to purchase Common Stock granted by GCAC pursuant to any employee benefit plans or arrangements (including employee benefit plans or arrangements assumed in connection with the Merger) which are set to expire during the Lock-Up Period, where any Common Stock received by the undersigned upon any such exercise will be subject to the terms of this Section 3.1, or (2) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase Common Stock or the vesting of any restricted stock awards granted by GCAC pursuant to employee benefit plans or arrangements (including employee benefit plans or arrangements assumed in connection with the Merger) which are set to expire or automatically vest during the Lock-Up Period, where any Common Stock received by such Stockholder Party upon any such exercise or vesting will be subject to the terms of this Section 3.1, (xiii) pursuant to transactions to satisfy any U.S. federal, state, or local income tax obligations of the Stockholder Party (or its direct or indirect owners) arising from a change in the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or the U.S. Treasury Regulations promulgated thereunder (the "Regulations") after the date on which the Business Combination Agreement was executed by the parties thereto, and such change prevents such transaction from qualifying as a "reorganization" pursuant to Section 368 of the Code (and such transaction does not qualify for similar tax-free treatment pursuant to any successor or other provision of the Code or Regulations taking into account such changes), or (xiv) with the prior written consent of GCAC (with the approval of a majority of the disinterested directors); *provided that*:

(i) in the case of each transfer or distribution pursuant to clauses (ii) through (viii) above, (a) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this Section 3.1; and (b) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor;

(ii) in the case of each transfer or distribution pursuant to clauses (ii) through (viii) above, if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of shares shall be required or shall be voluntarily made during the Lock-Up Period such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein; and

(iii) for purposes of clause (xi) above, "Change of Control" shall mean the transfer to or acquisition by (whether by tender offer, merger, consolidation, division or other similar transaction), in one transaction or a series of related transactions, a Person or group of Affiliated Persons (other than an underwriter pursuant to an offering), of GCAC's voting securities if, after such transfer or acquisition, such Person or group of Affiliated Persons would beneficially own (within the meaning set forth in Rule 13d-3 promulgated under the Exchange Act) more than 50% of the outstanding voting securities of GCAC (or the Surviving Corporation).

(c) For the avoidance of doubt, each Stockholder Party shall be permitted to convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities or warrants to acquire shares of Common Stock into shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the restrictions set forth in this Section 3.1.

(d) Each Stockholder Party shall be permitted to enter into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act during the applicable Lock-Up Period so long as no transfers or other dispositions of such Stockholder Party's Covered Securities in contravention of this Section 3.1(d) are effected prior to the expiration of the applicable Lock-Up Period.

(e) Each Stockholder Party also agrees and consents to the entry of stop transfer instructions with GCAC's transfer agent and registrar against the transfer of the Covered Securities except in compliance with the foregoing restrictions and to the addition of a legend to such Stockholder Party's shares describing the foregoing restrictions. If any transfer is made or attempted to be made contrary to the provisions of this Agreement, such purported prohibited transfer shall be null and void *ab initio*, and GCAC shall refuse to recognize any such purported transferee of the Covered Securities as one of its equity holders for any purpose. GCAC agrees that it shall not unreasonably delay or condition or refuse to provide its consent to the transfer agent to remove such restrictions for transfers permitted or not specifically prohibited under this Agreement or the Prospectus.

ARTICLE IV
GENERAL PROVISIONS

4.1 Termination. Subject to Section 4.13 or the early termination of any provision as a result of an amendment to this Agreement agreed to by GCAC and the Stockholder Parties, as provided under Section 4.3, this Agreement (other than Article IV hereof), shall not terminate with respect to a Stockholder Party and its Permitted Transferees until the expiration of the Lock-Up Period.

4.2 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

If to GCAC (or the Surviving Corporation), to:

Prior to the Closing Date:

Growth Capital Acquisition Corp.
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: Prokopios "Akis" Tsirigakis and George Syllantavos
Email: atsirigakis@nautiluscorp.com and gs@stellaracquisition.com

with a copy (not constituting notice) to:

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Barry I. Grossman
Email: bigrossman@egsllp.com

On or following the Closing Date:

c/o Cepton, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com

with a copy (not constituting notice) to:

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Noah Kornblith
Email: psieben@omm.com and nkornblith@omm.com

If to any Stockholder Party, to such address indicated on GCAC's records with respect to such Stockholder Party or to such other address or addresses as such Stockholder Party may from time to time designate in writing.

4.3 Amendment; Waiver.

(a) The terms and provisions of this Agreement may be amended or modified in whole or in part only by a duly authorized agreement in writing executed by GCAC and Stockholder Parties holding a majority of the shares then held by the Stockholder Parties in the aggregate as to which this Agreement has not been terminated pursuant to Section 4.1. Prior to the consummation of the Merger, this Agreement may not be amended without the prior written consent of Legacy Cepton.

(b) Except as expressly set forth in this Agreement, neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) No party shall be deemed to have waived any claim arising out of this Agreement, or any right, remedy, power or privilege under this Agreement, unless the waiver of such claim, right, remedy, power or privilege is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Any party hereto may unilaterally waive any of its rights hereunder in a signed writing delivered to GCAC.

4.4 Further Assurances. The parties hereto will sign such further documents and do and perform and cause to be done such further acts and things necessary, proper or advisable in order to give full effect to this Agreement and every provision hereof.

4.5 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 4.5 shall be null and void, *ab initio*.

4.6 Third Parties. Except as provided for in Article IV with respect to any Non-Recourse Party, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement.

4.7 Governing Law. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

4.8 Jurisdiction; Waiver of Jury Trial. Any claim, action, suit, assessment, arbitration or proceeding (an "Action") based upon or arising out of or related to this Agreement or the transactions contemplated hereby shall be brought in the Federal and state courts sitting in New York, New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Each party hereto consents to receive service of process in any such proceeding or Action in the same manner provided by Section 4.2 for the giving of notices and in any other manner permitted by applicable Law. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law, or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 4.8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.9 Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 4.9 shall not be required to provide any bond or other security in connection with any such injunction.

4.10 Entire Agreement. This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto relating to the subject matter hereof. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the subject matter of this Agreement exist between the parties except as expressly set forth or referenced in this Agreement.

4.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

4.12 Headings; Counterparts. The 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. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.13 Effectiveness; Termination of Existing Stockholders and Securityholders Agreements. This Agreement shall be valid and enforceable as of the date of this Agreement and may not be revoked by any party hereto; provided that the provisions herein (other than this Article IV) shall not be effective until the consummation of the Merger. In the event the Business Combination Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate and be of no further force or effect.

4.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto, and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement), no Non-Recourse Party shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of the parties to this Agreement or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

4.15 Representation of Legacy Cepton. Each Stockholder Party acknowledges and agrees that it has had an adequate opportunity to review this Agreement with its counsel prior to executing this Agreement. Each Stockholder Party further acknowledges and agrees that O'Melveny & Myers LLP represents Legacy Cepton only, and such law firm does not represent the Stockholder Party in connection with the Business Combination Agreement, this Agreement or any of the transactions contemplated thereby or hereby.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name: Prokopios "Akis" Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

TIANJIN HICEPTON TECHNOLOGIES PARTNERSHIP (LIMITED PARTNERSHIP)

By: _____
Name:
Title:

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

By: _____

Name: Jun Pei

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

By: _____

Name: Jun Ye

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

By: _____

Name: Yixin Liu

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

By: _____

Name: Yupeng Cui

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

By: _____

Name: Mark McCord

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

GP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

BP2020 TRUST

By: _____
Name: Yixin Liu
Title: Trustee

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

KOITO MANUFACTURING CO., LTD.

By: _____

Name: Michiaki Kato
Title: President

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

LDV PARTNERS FUND I, L.P.
By: LDV Partners I (GP), Ltd
Its General Partner

By: _____
Name: Winston Fu
Title: Director

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

PEI 2000 TRUST

By: _____
Name: Jun Pei
Title: Trustee

By: _____
Name: Yiyan Liu
Title: Trustee

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

JUN YE & HUIQING WANG, AS TRUSTEES OF THE LYNNELLE LIN YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

By: _____
Name: Huiqing Wang
Title: Trustee

[Signature Page to Confidentiality and Lockup Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Lockup Agreement on the day and year first above written.

JUN YE & HUIQING WANG, AS TRUSTEES OF THE BRION QI YE IRREVOCABLE TRUST DATED DECEMBER 8, 2020

By: _____
Name: Jun Ye
Title: Trustee

By: _____
Name: Huiqing Wang
Title: Trustee

[Signature Page to Confidentiality and Lockup Agreement]

Exhibit A

Schedule of Stockholder Parties

Jun Pei

GP2020 Trust

BP2020 Trust

Pei 2000 Trust

Jun Ye

The Lynnelle Lin Ye Irrevocable Trust dated December 8, 2020

The Brion Qi Ye Irrevocable Trust dated December 8, 2020

Yixin Liu

Yupeng Cui

Mark McCord

LDV Partners Fund I, L.P.

Koito Manufacturing Co., Ltd.

Tianjin HiCepton Technologies Partnership (Limited Partnership)

Exhibit B

FORM OF JOINDER TO CONFIDENTIALITY AND LOCKUP AGREEMENT

August 4, 2021

Reference is made to the Confidentiality and Lockup Agreement, dated as of August 4, 2021, by and among Growth Capital Acquisition Corp., a Delaware corporation ("GCAC" or the "Company", as applicable), and the other Stockholder Parties (as defined therein) from time to time party thereto (as amended from time to time, the "Confidentiality and Lockup Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Confidentiality and Lockup Agreement.

Each of GCAC and each undersigned holder of shares of GCAC (each, a "New Stockholder Party") agrees that this Joinder to the Confidentiality and Lockup Agreement (this "Joinder") is being executed and delivered for good and valuable consideration.

Each undersigned New Stockholder Party hereby agrees to and does become party to the Confidentiality and Lockup Agreement as a Stockholder Party. This Joinder shall serve as a counterpart signature page to the Confidentiality and Lockup Agreement and by executing below each undersigned New Stockholder Party is deemed to have executed the Confidentiality and Lockup Agreement with the same force and effect as if originally named a party thereto.

This Joinder may be executed in multiple counterparts, including by means of facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned have duly executed this Joinder as of the date first set forth above.

[STOCKHOLDER PARTIES]

By: _____
Name:
Title:

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name: Prokopios “Akis” Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

Exhibit 10.4

EXECUTION COPY

UNPAID EXPENSES AND LOCK-UP AGREEMENT

This Unpaid Expenses and Lock-Up Agreement (this "**Agreement**") is entered into as of August 4, 2021, by and between Growth Capital Acquisition Corp., a Delaware corporation ("**GCAC**"), Growth Capital Sponsor LLC, a Delaware limited liability company ("**GC Sponsor**"), Nautilus Carriers LLC, a Delaware limited liability company ("**Nautilus**"), and HB Strategies LLC, a Delaware limited liability company ("**HB**" and together with GC Sponsor and Nautilus, the "**Sponsors**"), and Cepton Technologies, Inc., a Delaware corporation (the "**Company**"). The parties to this Agreement are referred to herein as the "**Parties**" or, each individually, as a "**Party**." Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, GCAC was incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, immediately following the closing of GCAC's initial public offering of GCAC's Class A common stock, par value $0.0001 per share ("**Class A Common Stock**"), and as of the date hereof, the Sponsors are the registered holders of (i) 4,312,500 shares (the "**Founder Shares**") of GCAC's Class B common stock, par value $0.0001 per share ("**Class B Common Stock**" and together with the Class A Common Stock, the "**Common Stock**") and (ii) 5,175,000 warrants, each of which is exercisable to purchase one share of Common A Common Stock, at an exercise price of $11.50 per share (the "**Founder Warrants**"), which were issued to the Sponsors pursuant to those certain Private Placement Warrants Purchase Agreements, each dated as of January 29, 2021, between GCAC and each of the Sponsors;

WHEREAS, concurrently with the execution and delivery of this Agreement, GCAC, GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC ("**Merger Sub**"), and the Company are entering into that certain Business Combination Agreement, dated as of the date hereof (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Business Combination Agreement**"), pursuant to which, *inter alia*, Merger Sub will be merged with and into the Company, with the Company surviving as a wholly owned subsidiary of GCAC (the "**Merger**"), on the terms and subject to the conditions set forth therein (the Merger, together with the other transactions contemplated by the Business Combination Agreement, the "**Transactions**");

WHEREAS, in connection with the Transactions, the Sponsors have agreed that if GCAC's unpaid or contingent liabilities as of immediately prior to the Closing (excluding deferred underwriting and business combination marketing fees and expenses arising from GCAC's initial public offering and excluding any fees and expenses arising from the PIPE Investment) (the "**Unpaid GCAC Expenses**") exceed $10,000,000 (the "**Threshold**"), the Sponsors will, at the election of the Sponsors, either forfeit immediately prior to the Closing a number of Founder Shares and Founder Warrants having an aggregate value equal to the Excess Expense Amount (as defined below and as determined in accordance with Section 1 hereof) or (ii) pay to GCAC an amount in cash equal to the Excess Expense Amount; and

WHEREAS, the Parties wish to enter into this Agreement to set forth obligations described above and make certain additional agreements to each other in connection with the Transactions, including (among others) with respect to restrictions on transfer of certain equity interests in GCAC.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Unpaid GCAC Expenses. If, as of immediately prior to the Closing, the amount of the Unpaid GCAC Expenses exceeds the Threshold (such difference, the "**Excess Expense Amount**"), then, immediately prior to the Closing, each Sponsor shall either, at the election of such Sponsor, (a) surrender to GCAC for no consideration a number of Founder Shares held by such Sponsor equal to (i) such Sponsor's Pro Rata Share (as defined below) of the Excess Expense Amount divided by (ii) $10.00 (the "**Forfeited Founder Shares**"); provided, that if such number of Forfeited Founder Shares exceeds the number of Founder Shares held by such Sponsor, such Sponsor shall surrender to GCAC for no consideration a number of Founder Warrants equal to the Forfeited Founder Shares less such Sponsor's Founder Shares; or (b) transfer to GCAC for no consideration, by wire transfer of immediately available funds (in U.S. dollars) to an account of GCAC designated in writing by GCAC and confirmed by the Company, an amount equal to such Sponsor's Pro Rata Share of the Excess Expense Amount. Upon the surrender of any Founder Shares and/or Founder Warrants pursuant to this Section 1, (i) none of such Founder Shares and such Founder Warrants shall be outstanding, (ii) GCAC shall take all necessary action to retire or cancel such Founder Shares and Founder Warrants, whereupon such shares and warrants shall cease to be outstanding or to exist, and (iii) GCAC shall cancel any certificates or other instruments that theretofore represented any of such Founder Shares and/or Founder Warrants (or make or cause to be made all appropriate notations in its books and records with respect to any such securities that are uncertificated and represented by book entry only). For purposes of this Agreement, "**Pro Rata Share**" means, with respect to each Sponsor, a fraction (expressed as a percentage), the numerator of which is the sum of the number of Founder Shares held by such Sponsor plus the number of shares of Common Stock issuable upon the exercise in full of the Founder Warrants held by such Sponsor, in each case, as of immediately prior to the Closing, and the denominator of which is the sum of the aggregate number of Founder Shares held by all of the Sponsors plus the aggregate number of shares of Common Stock issuable upon the exercise in full of all of the Founder Warrants held by all of the Sponsors, in each case, as of immediately prior to the Closing.

2. Lockup.

a) During the period beginning at the Effective Time and (i) with respect to fifty percent (50%) of the Covered Securities (as defined below), to and including the date that is 180 days after the Closing Date, and (ii) with respect to the remaining fifty percent (50%) of the Covered Securities, to and including the earlier of (x) the date that is 180 days after the Closing Date and (y) the date on which the closing share price of the GCAC Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within any consecutive 30-trading day period commencing at least 60 days after the Closing Date (the "**Lock-Up Period**"), each Sponsor agrees not to, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock, together with any (a) securities paid as dividends or distributions with respect to such securities or (b) securities that are exchangeable or convertible into shares of Common Stock, owned directly by the such Sponsor (including holding as a custodian) or with respect to which such Sponsor has beneficial ownership within the rules and regulations of the U.S. Securities and Exchange Commission (collectively, the "**Covered Securities**"; provided that, with respect to HB, "Covered Securities" only shall mean HB's Founder Shares (and, for the avoidance of doubt, shall not include any shares of Class A Common Stock or any other securities of GCAC now or hereafter owned by HB); and provided, further, that, for the avoidance of doubt, "Covered Securities" will not include any Founder Warrants or any shares of Common Stock issuable upon exercise thereof, for which such Sponsor shall separately be subject to certain lock-up restrictions under the letter agreement, dated January 29, 2021, between such Sponsor and GCAC). The foregoing restriction is expressly agreed to preclude such Sponsor from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Covered Securities, even if such Covered Securities would be disposed of by someone other than such Sponsor. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Covered Securities or with respect to any security that includes, relates to, or derives any significant part of its value from such Covered Securities.

For the avoidance of doubt, and notwithstanding the foregoing or else anything set forth in this Agreement, nothing contained herein shall apply in any way to any securities of GCAC acquired by HB in GCAC's initial public offering (the "**IPO**") or in any open market transactions, including, without limitation, any shares of capital stock or warrants comprising a part of the units issued and sold by GCAC in the IPO.

b) Notwithstanding the foregoing or anything in this Agreement to the contrary, a Sponsor may transfer or dispose of its Covered Securities (i) by will, other testamentary document or intestacy, (ii) as a *bona fide* gift or gifts, including to charitable organizations, or for *bona fide* estate planning purposes, (iii) to any trust, partnership, limited liability company, corporation or other entity for the direct or indirect benefit of the undersigned, or an immediate family member of the undersigned (for purposes of this Section 2, "**immediate family member**" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin), (iv) in the case of an individual, (x) to any immediate family member or other dependent or (y) to a trust, the beneficiary of which is either a member of one of the individual's immediate family members or a charitable organization and, in each case, the sole trustee of which is such individual, (v) in the case of an individual, pursuant to a qualified domestic relations order, (vi) as a *pro rata* distribution to limited partners, members or stockholders of such Sponsor, (vii) to its Affiliated investment funds or to any other Affiliates of such Sponsor or its Affiliates, (viii) to a nominee or custodian of a person to whom a disposition or transfer would be permissible under clauses (i) through (vii) above, (ix) pursuant to an order or decree of a Governmental Authority, (x) from an employee to GCAC or its Subsidiary or parent entities upon death, disability or termination of employment, in each case, of such employee, (xi) pursuant to a *bona fide* third-party tender offer, merger, consolidation or other similar transaction, in each case, both approved by the Board of Directors of GCAC and made to all holders of the shares involving a Change of Control (as defined below) (including negotiating and entering into an agreement providing for any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such Sponsor's Covered Securities shall remain subject to the provisions of this Section 2, (xii) to GCAC (1) pursuant to the exercise of any option to purchase Common Stock granted by GCAC pursuant to any employee benefit plans or arrangements (including employee benefit plans or arrangements assumed in connection with the Merger) which are set to expire during the Lock-Up Period, where any Common Stock received by the undersigned upon any such exercise will be subject to the terms of this Section 2, or (2) for the purpose of satisfying any withholding taxes (including estimated taxes) due as a result of the exercise of any option to purchase Common Stock or the vesting of any restricted stock awards granted by GCAC pursuant to employee benefit plans or arrangements (including employee benefit plans or arrangements assumed in connection with the Merger) which are set to expire or automatically vest during the Lock-Up Period, where any Common Stock received by such Sponsor upon any such exercise or vesting will be subject to the terms of this Section 2, (xiii) pursuant to transactions to satisfy any U.S. federal, state, or local income tax obligations of such Sponsor (or its direct or indirect owners) arising from a change in the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or the U.S. Treasury Regulations promulgated thereunder (the "**Regulations**") after the date on which the Business Combination Agreement was executed by the parties thereto, and such change prevents such transaction from qualifying as a "reorganization" pursuant to Section 368 of the Code (and such transaction does not qualify for similar tax-free treatment pursuant to any successor or other provision of the Code or Regulations taking into account such changes), or (xiv) with the prior written consent of GCAC after the Closing; *provided that*:

(1) in the case of each transfer or distribution pursuant to clauses (ii) through (ix) above, (a) each donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth in this Section 2; and (b) any such transfer or distribution shall not involve a disposition for value, other than with respect to any such transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor;

(2) in the case of each transfer or distribution pursuant to clauses (ii) through (ix) above, if any public reports or filings (including filings under Section 16(a) of the Exchange Act) reporting a reduction in beneficial ownership of shares shall be required or shall be voluntarily made during the Lock-Up Period such report or filing shall disclose that such donee, trustee, distributee or transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein; and

(3) for purposes of clause (xii) above, "**Change of Control**" shall mean the transfer to or acquisition by (whether by tender offer, merger, consolidation, division or other similar transaction), in one transaction or a series of related transactions, a person or group of Affiliated persons (other than an underwriter pursuant to an offering), of GCAC's voting securities if, after such transfer or acquisition, such person or group of Affiliated persons would beneficially own (within the meaning set forth in Rule 13d-3 promulgated under the Exchange Act) more than 50% of the outstanding voting securities of GCAC (or the Surviving Corporation).

c) For the avoidance of doubt, except as set forth in Section 2(a) with respect to the Founder Warrants and shares of Common Stock issuable upon exercise thereof, each Sponsor shall be permitted to convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities or warrants to acquire shares of Common Stock into shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the restrictions set forth in this Section 2.

d) Each Sponsor also agrees and consents to the entry of stop transfer instructions with GCAC's transfer agent and registrar against the transfer of the Covered Securities except in compliance with the foregoing restrictions and to the addition of a legend to such Sponsor's shares describing the foregoing restrictions. If any transfer is made or attempted to be made contrary to the provisions of this Agreement, such purported prohibited transfer shall be null and void *ab initio*, and GCAC shall refuse to recognize any such purported transferee of the Covered Securities as one of its equity holders for any purpose. GCAC agrees that it shall not unreasonably delay or condition or refuse to provide its consent to the transfer agent to remove such restrictions for transfers permitted or not specifically prohibited under this Agreement or the Prospectus.

3. Representations and Warranties of the Sponsors. Each Sponsor represents and warrants to GCAC as follows as of the date hereof:

a) Organization and Requisite Authority. Such Sponsor possesses all requisite limited liability company power and authority necessary to carry out the transactions contemplated by this Agreement.

b) Authorization; No Breach.

i) The execution, delivery and performance of this Agreement has been duly authorized by such Sponsor. This Agreement constitutes a valid and binding obligation of such Sponsor, enforceable against such Sponsor in accordance with its terms, subject to the Remedies Exceptions.

ii) The execution and delivery by such Sponsor of this Agreement and the fulfillment of and compliance with the terms hereof by such Sponsor do not and will not, as of the Closing, conflict with or result in a breach by such Sponsor of the terms, conditions or provisions of its organizational documents or any material agreement, instrument, order, judgment or decree to which such Sponsor is subject or conflict with or violate in any material respect any Law to which such Sponsor is subject.

c) Ownership. As of the date hereof, such Sponsor is the record and beneficial owner (as defined in the Securities Act) of, and has good title to, the number of Founder Shares and Founder Warrants held by such Sponsor, and there exist no Liens or any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Founder Shares or Founder Warrants) affecting any such Founder Shares or Founder Warrants, other than Liens pursuant to (i) this Agreement, (ii) the certificate of incorporation of GCAC, (iii) the Business Combination Agreement or (iv) any applicable Laws (securities or otherwise).

d) No Consents. The execution and delivery of this Agreement by such Sponsor does not, and the performance by such Sponsor of its obligations hereunder will not, require any consent or approval that has not been given or other action that has not been taken by any person (including under any contract binding upon such Sponsor or such Sponsor's Founder Shares or such Sponsor's Founder Warrants), in each case, to the extent such consent, approval or other action would prevent, enjoin or materially delay the performance by such Sponsor of its obligations under this Agreement.

e) Acknowledgement. Such Sponsor understands and acknowledges that each of GCAC and the Company is entering into the Business Combination Agreement in reliance upon such Sponsor's execution and delivery of this Agreement.

4. Representations and Warranties of GCAC. GCAC represents and warrants to each of the Sponsors as follows as of the date hereof.

a) Organization and Corporate Power. GCAC is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in every jurisdiction in which the failure to so qualify would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), operating results or assets of GCAC. GCAC possesses all requisite corporate power and authority necessary to carry out the transactions contemplated by this Agreement.

b) Authorization; No Breach.

i) The execution, delivery and performance of this Agreement has been duly authorized by GCAC. This Agreement constitutes the valid and binding obligation of GCAC, enforceable against GCAC in accordance with its terms, subject to the Remedies Exception.

ii) The execution and delivery by GCAC of this Agreement and the fulfillment of and compliance with the terms hereof by GCAC, do not and will not, as of the Closing, conflict with or result in a breach by GCAC of the terms, conditions or provisions of its organizational documents or any agreement, instrument, order, judgment or decree to which GCAC is subject.

c) Governmental Consents. No permit, consent, approval or authorization of, or declaration to or filing with, any Governmental Authority is required in connection with the execution, delivery or performance by GCAC of this Agreement or the consummation by GCAC of any of the transactions contemplated hereby.

5. Further Assurances. From time to time, at a Party's request and without further consideration, each other Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary to effect the actions and consummate the transactions contemplated by this Agreement.

6. Waiver of Anti-Dilution Protections. Each Sponsor hereby waives (but subject to consummation of the Merger), to the fullest extent permitted by law, the provisions of Article IV, Section 4.3(b)(ii) of the Amended and Restated Certificate of Incorporation of GCAC (as in effect as of the Closing) to have the Class B Common Stock convert into Class A Common Stock at the Merger Effective Time at a ratio greater than one-for-one. Notwithstanding anything to the contrary in the immediately prior sentence, this waiver shall be applicable only in connection with the transactions contemplated by the Business Combination Agreement and this Agreement (and any Class A Common Stock issued in connection with the transactions contemplated by the Business Combination Agreement) and shall be void and of no force and effect if this Agreement is terminated.

7. Termination. This Agreement shall terminate upon the earliest to occur of (a) the termination prior to the Closing of the Business Combination Agreement pursuant to and in accordance with its terms, (b) such time as this Agreement is terminated upon the mutual written agreement of the Parties and (c) the election of the Sponsors in their sole discretion to terminate this Agreement following any material modification or amendment to, or the waiver of any material provision of, the Business Combination Agreement, as in effect on the date hereof, that increases the amount or changes the form of consideration payable to the holders of Company Common Stock; provided that the provisions of Section 8 and, only if the Closing of the Business Combination Agreement occurs, Section 6 shall survive the termination of this Agreement.

8. Miscellaneous.

a) Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors of the Parties hereto whether so expressed or not. Notwithstanding the foregoing or anything to the contrary herein, the Parties may not assign this Agreement.

b) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

c) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, none of which need contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

d) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word “including” in this Agreement shall be by way of example rather than by limitation.

e) Amendments and Waivers. This Agreement may not be amended, modified or supplement in any manner, except by a written instrument executed by all Parties. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by the Party against which such waiver is to be enforced.

f) Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to principles or rules of conflict of laws that would result in the application of any other jurisdiction's Laws. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Federal and state courts sitting in New York, New York (the "**Chosen Courts**"), in connection with any matter based upon or arising out of this Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each Party hereby consents to service of process in any such proceeding in any manner permitted by New York law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at, in the case of the Company, 399 West Trimble Road, San Jose, CA 95131, and, in the case of the other parties hereto, such party's address specified in Exhibit A, agrees that process may be served upon them in any manner authorized by the Laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing, a Party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

g) Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto (or their permitted assigns following such assignment), and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement or a permitted assignee following such assignment (and then only to the extent of the specific obligations undertaken by such named party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any named party to this Agreement and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of GCAC, any Sponsor or the Company under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

h) Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, may not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to seek an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without proof of damages, prior to the valid termination of this Agreement, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each of the Parties agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Parties seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with its terms shall not be required to provide any bond or other security in connection with any such injunction.

i) Entire Agreement. This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the matters contemplated by this Agreement exist between the Parties except as expressly set forth or referenced in this Agreement.

j) Conflict of Terms. Except as specifically modified by this Agreement, the terms of any letter agreement, dated as of January 29, 2021, by and among GCAC, the Sponsors and each of GCAC's officers and directors signatory to such applicable letter agreement shall remain in effect with respect to the Covered Securities.

k) No Third-Party Beneficiaries. This Agreement is not intended to, and does not, confer upon any person other than the Parties any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the Parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the persons expressly named as parties hereto.

l) Authorization on Behalf of GCAC. The Parties acknowledge and agree that notwithstanding anything to the contrary contained in this Agreement, any and all determinations, actions or other authorizations under this Agreement on behalf of GCAC, including, without limitation, enforcing GCAC's rights and remedies under this Agreement, or providing any waivers with respect to the provisions hereof, shall solely be made, taken and authorized by GCAC's directors who qualify as independent directors under the applicable U.S. national stock exchange on which shares of GCAC's common stock are then listed (or, if GCAC's common stock is no longer listed on an U.S. national stock exchange, the last national stock exchange on which GCAC's common stock was listed) and are otherwise not the applicable Sponsor or an Affiliate of the Sponsor (the "**Independent Directors**"), with the Independent Directors acting by majority vote, consent or approval thereof. In the event that GCAC at any time does not have any Independent Directors, so long as any Sponsor has any remaining obligations under this Agreement, GCAC will promptly appoint one in connection with this Agreement. Without limiting the foregoing, in the event that a Sponsor or a Sponsor's Affiliate serves as a director, officer, employee or other authorized agent of GCAC or any of its current or future Affiliates, such Sponsor and/or Sponsor's Affiliate shall have no authority, express or implied, to act or make any determination on behalf of GCAC or any of its current or future Affiliates in connection with this Agreement or any dispute or Action with respect hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties has executed or caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name: Prokopios "Akis" Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

GROWTH CAPITAL SPONSOR LLC

By: _____
Name:
Title:

NAUTILUS CARRIERS LLC

By: _____
Name:
Title:

HB STRATEGIES LLC

By: _____
Name:
Title:

CEPTON TECHNOLOGIES, INC.

By: _____
Name:
Title:

Exhibit A

Party	Address

Exhibit 10.5

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "**Agreement**"), dated as of August 4, 2021, is entered into by and among Cepton Technologies, Inc., a Delaware corporation (the "**Company**"), Growth Capital Acquisition Corp., a Delaware corporation ("**GCAC**") and [●], a [●] (the "**Stockholder**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, concurrently herewith, GCAC, the Company and GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of GCAC ("**Merger Sub**"), are entering into a Business Combination Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "**Business Combination Agreement**"), pursuant to which, *inter alia*, Merger Sub will be merged with and into the Company (the "Merger") with the Company surviving as a wholly owned subsidiary of GCAC on the terms and subject to the conditions set forth therein (the Merger, together with the other transactions contemplated by the Business Combination Agreement, the "**Transactions**");

WHEREAS, as of the date hereof, the Stockholder is the record and "beneficial owner" (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "**Exchange Act**")) of and is entitled to dispose of and vote [●] shares of GCAC Class B Common Stock and [●] shares of GCAC Class A Common Stock (the "**Owned Shares**"; the Owned Shares and any additional shares of GCAC Class A Common Stock (or any securities convertible into or exercisable or exchangeable for GCAC Class A Common Stock) in which the Stockholder acquires record and beneficial ownership after the date hereof, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any securities, the "**Covered Shares**"); and

WHEREAS, as a condition and inducement to the willingness of the Company to enter into the Business Combination Agreement, the Company and the Stockholder are entering into this Agreement.

AGREEMENT

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

1. Agreement to Vote. Subject to the earlier termination of this Agreement in accordance with Section 3 and to the last paragraph of this Section 1, prior to the Termination Date (as defined herein), the Stockholder, in its capacity as a stockholder of GCAC, irrevocably and unconditionally agrees that, at the GCAC Stockholders' Meeting or any other meeting of the stockholders of GCAC (whether annual or special and whether or not an adjourned or postponed meeting, however called and including any adjournment or postponement thereof), the Stockholder shall, and shall cause any other holder of record of any of the Stockholder's Covered Shares to:

(a) if and when such meeting is held, appear at such meeting or otherwise cause the Stockholder's Covered Shares to be counted as present thereat for the purpose of establishing a quorum;

(b) vote, or cause to be voted at such meeting, all of the Stockholder's Covered Shares owned as of the record date for such meeting in favor of each of the GCAC Proposals and any other matters necessary or reasonably requested by GCAC for consummation of the Merger and the other Transactions, including any actions necessary to effectuate the matters contemplated by the GCAC Proposals; and

(c) vote or cause to be voted at such meeting, all of the Stockholder's Covered Shares against any GCAC Acquisition Proposal and any other action or business before such meeting that (i) would reasonably be expected to materially impede, interfere with, delay, postpone or adversely affect the Merger or any of the other Transactions or result in a breach of any covenant, representation or warranty or other obligation or agreement of GCAC under the Business Combination Agreement, (ii) would result in the failure of any condition set forth in Section 8.01, Section 8.02 or Section 8.03 of the Business Combination Agreement to be satisfied or result in a breach of any covenant, representation or warranty or other obligation or agreement of the Stockholder contained in this Agreement or (iii) would reasonably be expected to result in a breach of Section 7.02 of the Business Combination Agreement.

The obligations of the Stockholder specified in this Section 1 shall apply whether or not the Merger or any action described above is recommended by the GCAC Board.

2. No Inconsistent Agreements. The Stockholder hereby covenants and agrees that the Stockholder shall not, at any time prior to the Termination Date, (i) enter into any voting agreement or voting trust with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement, (ii) grant a proxy or power of attorney with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement, or (iii) enter into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

3. Termination. This Agreement shall terminate, and no party shall have any further obligations or liabilities under this Agreement, upon the earliest of (i) the Effective Time, (ii) the termination of the Business Combination Agreement in accordance with its terms, and (iii) the time this Agreement is terminated upon the mutual written agreement of the Company and the Stockholder, (in each case, without the Stockholder's prior written consent) (the earliest such date under clause (i), (ii), and (iii) being referred to herein as the "Termination Date"); provided, that the provisions set forth in Sections 10 to 22 shall survive the termination of this Agreement; provided further, that termination of this Agreement shall not relieve any party hereto from any liability for a Willful Breach, or actual or intentional fraud in connection with of this Agreement prior to such termination.

4. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to the Company as follows:

(a) The Stockholder is the only record and a beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of, and has good, valid and marketable title to, the Owned Shares, free and clear of Liens other than as created by this Agreement and Permitted Liens. As of the date hereof, other than the Owned Shares, the Stockholder does not own beneficially or of record any shares of capital stock of GCAC (or any securities convertible into shares of capital stock of GCAC).

(b) The Stockholder (i) except as provided in this Agreement, has full voting power, full power of disposition and full power to issue instructions with respect to the matters set forth herein, in each case, with respect to the Stockholder's Covered Shares, (ii) has not entered into any voting agreement or voting trust with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement, (iii) has not granted a proxy or power of attorney with respect to any of the Stockholder's Covered Shares that is inconsistent with the Stockholder's obligations pursuant to this Agreement and (iv) has not entered into any agreement or undertaking that is otherwise inconsistent with, or would interfere with, or prohibit or prevent it from satisfying, its obligations pursuant to this Agreement.

(c) The Stockholder (i) is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the Law of the jurisdiction of its organization and (ii) has all requisite corporate or other organizational power and authority and has taken all corporate or other action necessary in order to, execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding agreement of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to the Remedies Exceptions.

(d) Other than the filings, notices and reports pursuant to, in compliance with or required to be made under the Exchange Act, and other than any pre-merger notification requirements of the HSR Act applicable to the Stockholder (and, if applicable, with which the Stockholder has or promptly will comply promptly (and in any event within ten (10) Business Days) after the date of this Agreement), no filings, notices, reports, consents, registrations, approvals, permits, waivers, expirations of waiting periods or authorizations are required to be obtained by the Stockholder from, or to be given by the Stockholder to, or be made by the Stockholder with, any Governmental Authority in connection with the execution, delivery and performance by the Stockholder of this Agreement, the consummation of the transactions contemplated hereby or the Merger or the other Transactions.

(e) The execution, delivery and performance of this Agreement by the Stockholder do not, and the consummation of the transactions contemplated hereby or the Merger and the other Transactions will not, constitute or result in (i) a breach or violation of, or a default under, the governing documents of the Stockholder, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or a default under, the loss of any benefit under, the creation, modification or acceleration of any obligations under or the creation of a Lien on the Covered Shares (other than Permitted Liens) pursuant to any contract binding upon the Stockholder or, assuming (solely with respect to performance of this Agreement and the transactions contemplated hereby), compliance with the matters referred to in Section 4(d), under any applicable Law to which the Stockholder is subject or (iii) any change in the rights or obligations of any party under any contract legally binding upon the Stockholder, except, in the case of clauses (ii) or (iii) directly above, for any such breach, violation, termination, default, creation, acceleration or change that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the Stockholder's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby, the consummation of the Merger or the other Transactions.

(f) As of the date of this Agreement, there is no Action pending against the Stockholder or, to the knowledge of the Stockholder, threatened against the Stockholder that questions the beneficial or record ownership of the Stockholder's Owned Shares, the validity of this Agreement or the performance by the Stockholder of its obligations under this Agreement.

(g) The Stockholder understands and acknowledges that the Company is entering into the Business Combination Agreement in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of the Stockholder contained herein.

(h) No investment banker, broker, finder or other intermediary is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which the Company is or will be liable in connection with the transactions contemplated hereby based upon arrangements made by or, to the knowledge of the Stockholder, on behalf of the Stockholder, other than, for the avoidance of doubt, GCAC's engagement of any investment banker, broker, finder or other intermediary as set forth in the GCAC Disclosure Schedule.

5. Certain Covenants of the Stockholder. Except in accordance with the terms of this Agreement, the Stockholder hereby covenants and agrees as follows:

(a) The Stockholder hereby agrees not to, directly or indirectly, prior to the Termination Date, except in connection with the consummation of the Merger, (i) sell, transfer, pledge, encumber, assign, hedge, swap, convert or otherwise dispose of (including by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise), either voluntarily or involuntarily (collectively, "**Transfer**"), or enter into any contract or option with respect to the Transfer of any of the Stockholder's Covered Shares, or (ii) take any action that would make any representation or warranty of the Stockholder contained herein untrue or incorrect or have the effect of preventing or materially delaying the Stockholder from or in performing its obligations under this Agreement; provided, however, that nothing herein shall prohibit a Transfer to an Affiliate of the Stockholder (a "**Permitted Transfer**"); provided, further, that any Permitted Transfer shall be permitted only if, as a precondition to such Transfer, the transferee also agrees in a writing, reasonably satisfactory in form and substance to GCAC and the Company, to assume all of the obligations of the Stockholder under, and be bound by all of the terms of, this Agreement in respect of the Covered Shares so Transferred and any Covered Shares subsequently acquired; provided, further, that any Transfer permitted under this Section 5(a) shall not relieve the Stockholder of its obligations under this Agreement. Any Transfer in violation of this Section 5(a) with respect to the Stockholder's Covered Shares shall be null and void. Nothing in this Agreement shall prohibit direct or indirect transfers of equity or other interests in Stockholder.

(b) The Stockholder hereby authorizes GCAC to maintain a copy of this Agreement at either the executive office or the registered office of GCAC.

6. Further Assurances. From time to time, at the Company's request and without further consideration, the Stockholder shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement. The Stockholder further agrees not to commence or participate in, and to take all actions necessary to opt out of any class action with respect to, any action or claim, derivative or otherwise, against the Company, GCAC, Merger Sub, any of their respective Affiliates or any successors and assigns of any of the foregoing relating to the negotiation, execution or delivery of this Agreement, the Business Combination Agreement or the consummation of the transactions contemplated hereby and thereby.

7. Disclosure. The Stockholder hereby authorizes GCAC and the Company to publish and disclose in any announcement or disclosure required by the SEC the Stockholder's identity and ownership of the Covered Shares and the nature of the Stockholder's obligations under this Agreement; provided that prior to any such publication or disclosure, GCAC and the Company have provided the Stockholder with an opportunity to review and comment upon such announcement or disclosure, which comments GCAC and the Company will consider in good faith.

8. Changes in Capital Stock. In the event of a stock split, stock dividend or distribution, or any change in GCAC's capital stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Owned Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

9. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed by the Company, GCAC and the Stockholder.

10. Waiver. Any party to this Agreement may, at any time prior to the Termination Date, waive any of the terms or conditions of this Agreement, or agree to an amendment or modification to this Agreement in the manner contemplated by Section 9 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

if to GCAC, to it at:

Growth Capital Acquisition Corp.
300 Park Avenue, 16th Floor
New York, NY 10022
Attention: Prokopios "Akis" Tsirigakis and George Syllantavos
Email: atsirigakis@nautiluscorp.com and gs@stellaracquisition.com

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Barry I. Grossman
Email: bigrossman@egsllp.com

if to the Company, to it at:

Cepton Technologies, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com

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

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Noah Kornblith
Email: psieben@omm.com and nkornblith@omm.com

If to the Stockholder, to such address indicated on GCAC's records with respect to the Shareholder or to such other address or addresses as the Stockholder may from time to time designate in writing.

12. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to the Covered Shares of the Stockholder. All rights, ownership and economic benefits of and relating to the Covered Shares of the Stockholder shall remain vested in and belong to the Stockholder, and the Company shall have no authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of GCAC or exercise any power or authority to direct the Stockholder in the voting or disposition of any of the Stockholder's Covered Shares, except as otherwise provided herein.

13. Entire Agreement. This Agreement constitute the entire agreement among the parties relating to the subject matter hereof and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the matters contemplated by this Agreement exist between the parties except as expressly set forth or referenced in this Agreement.

14. No Third-Party Beneficiaries. The Stockholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of the Company in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto; provided, that GCAC shall be an express third party beneficiary with respect to Section 4, Section 5, Section 6 and Section 7 hereof.

15. Governing Law and Venue; Service of Process; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws that would result in the application of any other jurisdiction's Laws.

(b) Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided, that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware "**Chosen Courts**"), in connection with any matter based upon or arising out of this Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such Person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such Person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such Persons and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 15(b), a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

16. Assignment; Successors. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 16 shall be null and void, *ab initio*.

17. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as parties hereto, and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement), (a) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any named party to this Agreement and (b) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney, advisor or representative or affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the GCAC, Merger Sub or the Stockholder under this Agreement of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

18. Enforcement. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, including the Stockholder's obligations to vote its Covered Shares as provided in this Agreement, without proof of damages, prior to the valid termination of this Agreement, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The parties acknowledge and agree that any party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 18 shall not be required to provide any bond or other security in connection with any such injunction.

19. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

20. Counterparts. 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. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

21. Interpretation and Construction. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Sections are to Sections of this Agreement unless otherwise specified. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

22. Capacity as a Stockholder. Notwithstanding anything herein to the contrary, the Stockholder signs this Agreement solely in the Stockholder's capacity as a stockholder of GCAC, and not in any other capacity and this Agreement shall not limit or otherwise affect the actions of any affiliate, employee or designee of the Stockholder or any of its affiliates in his or her capacity, if applicable, as an officer or director of GCAC or any other Person.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

CEPTON TECHNOLOGIES, INC.

By: _____
Name: Jun Pei
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name: Prokopios “Akis” Tsirigakis
Title: Chairman and Co-CEO

By: _____
Name: George Syllantavos
Title: Co-CEO and CFO

[Signature Page to Sponsor Support Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed (where applicable, by their respective officers or other authorized Persons thereunto duly authorized) as of the date first written above.

[●]

By: _____
Name:
Title:

[Signature Page to Sponsor Support Agreement]

Exhibit 10.6

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into this [●] day of [●] 2021, by and among Growth Capital Acquisition Corp., a Delaware corporation (the "**Issuer**"), and the undersigned ("**Subscriber**" or "**you**"). Defined terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Business Combination Agreement (as defined below).

WHEREAS, the Issuer, GCAC Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Issuer ("**Merger Sub**"), and Cepton Technologies, Inc., a Delaware corporation (the "**Company**"), will, immediately following the execution of this Subscription Agreement, enter into that certain Business Combination Agreement, dated as of August 4, 2021 (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "**Business Combination Agreement**"), pursuant to which, *inter alia*, Merger Sub will be merged with and into the Company, with the Company surviving as a wholly owned subsidiary of the Issuer (the "**Merger**"), on the terms and subject to the conditions set forth therein (the Merger, together with the other transactions contemplated by the Business Combination Agreement, the "**Transactions**");

WHEREAS, in connection with the Transactions, Subscriber desires to subscribe for and purchase from the Issuer that number of shares of the Issuer's Class A common stock, par value $0.0001 per share (the "**Class A Common Stock**") set forth on the signature page hereto (the "**Shares**") for a purchase price of $10.00 per share (the "**Share Purchase Price**"), or the aggregate purchase price set forth on Subscriber's signature page hereto (the "**Purchase Price**"), and the Issuer desires to issue and sell to Subscriber the Shares in consideration of the payment of the Purchase Price therefor by or on behalf of Subscriber to the Issuer, all on the terms and conditions set forth herein; and

WHEREAS, in connection with the Transactions, certain other "qualified institutional buyers" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act"**)) and certain other "accredited investors" (as defined in Rule 501(a) under the Securities Act) may enter and have entered into separate subscription agreements with the Issuer (the "**Other Subscription Agreements**"), contingent on the closing of the Transactions, substantially similar to this Subscription Agreement, pursuant to which such investors (the "**Other Subscribers**") have agreed to subscribe for and purchase, and the Issuer has agreed to issue and sell to such other investors, Class A Common Stock at the Share Purchase Price.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subscription. Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Issuer hereby agrees to issue and sell to Subscriber, upon the payment of the Purchase Price, the Shares (such subscription and issuance, the "**Subscription**").

2. Representations, Warranties and Agreements.

2.1 Subscriber's Representations, Warranties and Agreements. To induce the Issuer to issue the Shares to Subscriber, Subscriber hereby represents and warrants to the Issuer and acknowledges and agrees with the Issuer as follows:

2.1.1 Subscriber has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

2.1.2 This Subscription Agreement has been duly authorized, validly executed and delivered by Subscriber. This Subscription Agreement is enforceable against Subscriber in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

2.1.3 The execution, delivery and performance by Subscriber of this Subscription Agreement and the consummation of the transactions contemplated herein do not and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber or any of its subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber or any of its subsidiaries is a party or by which Subscriber or any of its subsidiaries is bound or to which any of the property or assets of Subscriber or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the legal authority of Subscriber to enter into and timely perform its obligations under this Subscription Agreement (a "**Subscriber Material Adverse Effect**"), (ii) if Subscriber is not an individual, result in any violation of the provisions of the organizational documents of Subscriber or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of its subsidiaries or any of their respective properties that would reasonably be expected to have a Subscriber Material Adverse Effect.

2.1.4 Subscriber (i) is an Institutional Account (as defined in FINRA Rule 4512(c)), (ii) is (x) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**")) or (y) an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) satisfying the applicable requirements set forth on Schedule I, (iii) is acquiring the Shares only for its own account and not for the account of others, or if Subscriber is subscribing for the Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a qualified institutional buyer and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations, warranties and agreements herein on behalf of each owner of each such account and (iv) is not acquiring the Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act (and shall provide the requested information on Schedule I following the signature page hereto). Subscriber is not an entity formed for the specific purpose of acquiring the Shares.

2.1.5 Subscriber understands that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. Subscriber understands that the Shares may not be resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except (i) to the Issuer or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur solely outside the United States within the meaning of Regulation S under the Securities Act or (iii) pursuant to another applicable exemption from the registration requirements of the Securities Act, and in each of cases (i) and (iii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States, and that any certificates representing the Shares shall contain a legend (or book entries with respect to the Shares shall contain a notation) to such effect. Subscriber acknowledges that the Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Subscriber understands and agrees that the Shares will be subject to transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Shares and may be required to bear the financial risk of an investment in the Shares for an indefinite period of time. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Shares.

2.1.6 Subscriber understands that each book-entry for the Shares shall contain a notation, and each certificate (if any) evidencing the Shares shall be stamped or otherwise imprinted with a legend, in substantially the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM.

2.1.7 Subscriber understands and agrees that Subscriber is purchasing the Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants or agreements made to Subscriber by the Issuer, the Company or any of their respective agents, affiliates, officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements made by the Issuer expressly set forth in this Subscription Agreement, and Subscriber is not relying on any representations, warranties, covenants or agreements other than those made by the Issuer expressly set forth in this Subscription Agreement.

2.1.8 Subscriber represents and warrants that its acquisition and holding of the Shares will not constitute or result in a non-exempt prohibited transaction under Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Section 4975 of the Internal Revenue Code of 1986, as amended, or any applicable similar law.

2.1.9 In making its decision to subscribe for and purchase the Shares, Subscriber represents that it has relied solely upon independent investigation made by Subscriber. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by anyone other than the Issuer concerning the Issuer or the Shares or the offer and sale of the Shares, except, in the event that Subscriber is or was a stockholder of the Company as of the date hereof, for any information Subscriber has acquired in such capacity (but as to which information Subscriber acknowledges and agrees neither the Issuer, the Company nor any other Person acting on behalf of the Issuer or the Company makes or has made any representation or warranty of any kind whatsoever, including as to the accuracy or completeness thereof, and Subscriber hereby disclaims reliance, and hereby represents that it will not rely, on any actual or purported representation or warranty in respect of such information by the Issuer, the Company or any Person acting on behalf of the Issuer or the Company). Subscriber acknowledges and agrees that Subscriber has received and has had an adequate opportunity to review such financial and other information as Subscriber deems necessary in order to make an investment decision with respect to the Shares, including with respect to the Issuer, the Company and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares.

2.1.10 (i) Subscriber became aware of this offering of the Shares solely by means of direct contact between Subscriber, on the one hand, and (a) J.P. Morgan Securities LLC ("**J.P. Morgan**") and Maxim Group LLC ("**Maxim**," and each, a "**Placement Agent**") or (b) the Issuer, on the other hand, (ii) Subscriber has a pre-existing substantive relationship (as interpreted in guidance from the Securities and Exchange Commission (the "**Commission**") under the Securities Act) with such Placement Agent or the Issuer, as applicable, or its representatives, and (iii) the Shares were offered to Subscriber solely by direct contact between Subscriber and such Placement Agent or the Issuer, as applicable. Subscriber did not become aware of this offering of the Shares, nor were the Shares offered to Subscriber, by any other means. Subscriber acknowledges that the Placement Agents have not acted as Subscriber's financial advisor or fiduciary. Subscriber acknowledges that the Shares (i) were not offered by any form of general solicitation or general advertising, including methods described in section 502(c) of Regulation D under the Securities Act and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

2.1.11 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Shares. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision.

2.1.12 Alone, or together with any professional advisor(s), Subscriber represents and acknowledges that Subscriber has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

2.1.13 Subscriber understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of an investment in the Shares.

2.1.14 Subscriber represents and warrants that Subscriber is not (i) a person or entity named on the List of Specially Designated Nationals and Blocked Persons administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") or in any Executive Order issued by the President of the United States and administered by OFAC ("**OFAC List**"), or a person or entity prohibited by any OFAC sanctions program, (ii) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (iii) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber agrees to provide law enforcement agencies, if requested thereby, such records as required by applicable law, provided that Subscriber is permitted to do so under applicable law. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "**BSA**"), as amended by the USA PATRIOT Act of 2001 (the "**PATRIOT Act**"), and its implementing regulations (collectively, the "**BSA/PATRIOT Act**"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed for the screening of its investors against the OFAC sanctions programs, including the OFAC List. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Shares were legally derived.

2.1.15 If Subscriber is an employee benefit plan that is subject to Title I of ERISA, a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code or an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "**Similar Laws**"), or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "**Plan**") subject to the fiduciary or prohibited transaction provisions of ERISA or section 4975 of the Code, Subscriber represents and warrants that neither Issuer, the Company, nor any of their respective affiliates (the "**Transaction Parties**") has acted as the Plan's fiduciary, or has been relied on for advice, with respect to its decision to acquire and hold the Shares, and none of the Transaction Parties shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Shares.

2.1.16 Subscriber is not currently (and at all times through Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

2.1.17 Subscriber will have sufficient immediately available funds to pay the Purchase Price pursuant to Section 3.1 at the Closing.

2.1.18 No disclosure or offering document has been prepared by the Placement Agents in connection with the offer and sale of the Shares. Each Placement Agent and each of its directors, officers, employees, representatives and controlling persons have made no independent investigation with respect to the Issuer, the Company or the Shares or the accuracy, completeness or adequacy of any information supplied to the Subscriber or by the Issuer or the Company. In connection with the issuance and purchase of the Shares, the Placement Agents have not acted in any capacity on the Subscriber's behalf, including without limitation as the Subscriber's financial advisor or fiduciary. Subscriber acknowledges that the Placement Agents shall have no liability or obligation to the Subscriber in respect of this Subscription Agreement or the transactions contemplated hereby.

2.1.19 Subscriber acknowledges and agrees that (a) each of JPM and Maxim is acting solely as the Issuer's placement agent in connection with the Transactions and is not acting as an underwriter or in any other capacity and is not and shall not be construed as a fiduciary for the Subscriber, the Issuer or any other person or entity in connection with the Transactions, (b) each of JPM and Maxim has not made and will not make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the Transactions, (c) each of JPM and Maxim will have no responsibility with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the Transactions or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Issuer or the Transactions, and (d) each of JPM and Maxim shall have no liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by Subscriber, the Issuer or any other person or entity), whether in contract, tort or otherwise, to the Subscriber, or to any person claiming through Subscriber, in respect of the Transactions.

2.1.20 Subscriber acknowledges and agrees that the Issuer continues to review the "Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies" issued by the SEC staff on April 12, 2021 and its implications, including on the financial statements and other information included in its filings with the SEC, and any restatement, revision or other modification of such filings relating to or arising from such review, any subsequent related agreements or other guidance from the Staff of the SEC shall be deemed not material for purposes of this Subscription Agreement.

2.1.21 Subscriber (for itself and for each account for which it is acquiring the Shares) acknowledges that it is aware that J.P. Morgan is acting as one of the Issuer's placement agents and J.P. Morgan is acting as financial advisor to the Company in connection with the Merger.

2.2 Issuer's Representations, Warranties and Agreements. To induce Subscriber to purchase the Shares, the Issuer hereby represents and warrants to Subscriber and agrees with Subscriber as follows:

2.2.1 The Issuer has been duly incorporated and is validly existing as a corporation in good standing under the General Corporation Law of the State of Delaware ("**DGCL**"), with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Subscription Agreement.

2.2.2 The Shares have been duly authorized and, when issued and delivered to Subscriber against full payment for the Shares in accordance with the terms of this Subscription Agreement and registered with the Issuer's transfer agent, the Shares will be validly issued, fully paid and non-assessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's amended and restated certificate of incorporation or under the DGCL.

2.2.3 This Subscription Agreement has been duly authorized, executed and delivered by the Issuer and is enforceable against it in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

2.2.4 The execution, delivery and performance of this Subscription Agreement (including compliance by the Issuer with all of the provisions hereof), including the issuance and sale of the Shares and the consummation of the certain other transactions contemplated herein will be done in accordance with Nasdaq rules and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer is subject, which would reasonably be expected to have a material adverse effect on the legal authority of the Issuer to enter into and perform its obligations under this Subscription Agreement (a "**Issuer Material Adverse Effect**"), (ii) result in any violation of the provisions of the organizational documents of the Issuer or (iii) result in any violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its properties that would reasonably be expected to have an Issuer Material Adverse Effect.

2.2.5 No consent, waiver, authorization, approval, filing with or notification to any court or other federal, state, local or other governmental authority is required on the part of the Issuer with respect to the execution, delivery or performance by the Issuer of this Subscription Agreement (including without limitation the issuance of the Shares), other than (i) the filings required by applicable state or federal securities Laws, (ii) the filings required by Nasdaq, or (iii) those consents, waivers, authorizations, approvals, filings or notifications the failure of which to give, make or obtain would not reasonably be expected to an Issuer Material Adverse Effect.

2.2.6 The authorized capital shares of the Issuer immediately prior to the Closing consists of (i) 100,000,000 shares of Class A Common Stock, par value $0.0001 per share ("**Existing Class A Shares**"); (ii) 10,000,000 shares of Class B common stock, par value $0.0001 per share ("**Existing Class B Shares**"); and (iii) 1,000,000 shares of preferred stock, par value $0.0001 per share ("**Preferred Shares**"). As of the date hereof: (i) no Preferred Shares are issued and outstanding; (ii) 17,250,000 Existing Class A Shares are issued and outstanding; (iii) 4,312,500 Existing Class B Shares are issued and outstanding; (iv) 13,800,000 warrants to purchase 13,800,000 Existing Class A Shares are outstanding.

2.2.7 Assuming the accuracy of Subscriber's representations and warranties set forth in Section 2.1 of this Subscription Agreement, no registration under the Securities Act is required for the offer and sale of the Shares by the Issuer to Subscriber.

2.2.8 The Issuer has made available to Subscriber (including via the Commission's EDGAR system) a true, correct and complete copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other documents filed by the Issuer with the Commission prior to the date of this Subscription Agreement (the "**SEC Documents**"). None of the SEC Documents filed under the Exchange Act, contained, when filed or, if amended prior to the date of this Subscription Agreement, as of the date of such amendment with respect to those disclosures that are amended, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Issuer makes no such representation or warranty with respect to the proxy statement to be filed by the Issuer in connection with the approval of the Transactions by the stockholders of the Issuer (the "**Proxy Statement**") or any other information relating to the Company or any of its affiliates included in any SEC Document or filed as an exhibit thereto. The Issuer has timely filed each report, statement, schedule, prospectus, and registration statement that the Issuer was required to file with the Commission since its inception and through the date hereof. As of the date hereof, there are no material outstanding or unresolved comments in comment letters from the Commission staff with respect to any of the SEC Documents.

2.2.9 Other than the Other Subscription Agreements, the Business Combination Agreement, any other agreement contemplated by the Business Combination Agreement and except as described in the Registration Statement, the Issuer has not entered into any side letter or similar agreement with any Other Subscriber in connection with such Other Subscriber's direct or indirect investment in the Issuer (other than with respect to terms particular to the regulatory requirements of such subscriber or its affiliates or related funds). No Other Subscription Agreement includes terms and conditions that are materially more advantageous to any Other Subscriber than the Subscriber hereunder (other than terms particular to the regulatory requirements of such Other Subscriber or its affiliates or related funds), and such Other Subscription Agreements have not been amended or modified in any material respect following the date of this Subscription Agreement to include any such terms and conditions.

3. Settlement Date and Delivery.

3.1 Closing. The closing of the Subscription contemplated hereby (the "**Closing**") shall occur on the date of, and immediately prior to, the consummation of the Transactions (the "**Closing Date**"). Upon written notice from (or on behalf of) the Issuer to Subscriber (the "**Closing Notice**") at least seven (7) Business Days prior to the date that the Issuer reasonably expects all conditions to the closing of the Transactions to be satisfied, Subscriber shall initiate a wire transfer of United States dollars to the Issuer, within two (2) Business Days after receiving the Closing Notice, of the Purchase Price for the Shares in immediately available funds to the account specified by the Issuer in the Closing Notice, such funds to be delivered to the Issuer within five (5) Business Days and held by the Issuer in escrow until the Closing. Unless otherwise agreed by the Company in writing, the Issuer shall deliver the Closing Notice at least four (4) Business Days prior to the date of the Issuer Stockholders' Meeting. At the Closing, upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 3, the Issuer shall deliver to Subscriber the Shares in certificated or book entry form (at the Issuer's election), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable. In the event that the Closing Date does not occur within three (3) Business Days after the anticipated Closing Date specified in the Closing Notice, unless otherwise agreed to in writing by the Issuer and the Subscriber, the Issuer shall promptly (but not later than five (5) Business Days after the anticipated Closing Date specified in the Closing Notice) return the funds so delivered by the Subscriber to the Issuer by wire transfer in immediately available funds to the account specified by the Subscriber; provided that, unless this Subscription Agreement has been terminated pursuant to Section 5 hereof, such return of funds shall not terminate this Subscription Agreement or relieve the Subscriber of its obligation to purchase the Shares at the Closing.

3.2 Conditions to Closing of the Issuer.

The Issuer's obligations to sell and issue the Shares at the Closing are subject to the fulfillment or (to the extent permitted by applicable law) written waiver, on or prior to the Closing Date, of the following conditions:

3.2.1 Representations and Warranties Correct. The representations and warranties made by Subscriber in Section 2.1 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true and correct in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions.

3.2.2 Closing of the Transactions. The Transactions set forth in the Business Combination Agreement shall have been or will be consummated substantially concurrently with the Closing.

3.2.3 Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the consummation of the Subscription.

3.3 Conditions to Closing of Subscriber.

Subscriber's obligation to purchase the Shares at the Closing is subject to the fulfillment or (to the extent permitted by applicable law) written waiver, on or prior to the Closing Date, of each of the following conditions:

3.3.1 Representations and Warranties Correct. The representations and warranties made by the Issuer in Section 2.2 hereof shall be true and correct in all material respects when made (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects), and shall be true and correct in all material respects on and as of the Closing Date (unless they specifically speak as of another date in which case they shall be true and correct in all material respects as of such date) (other than representations and warranties that are qualified as to materiality or Issuer Material Adverse Effect, which representations and warranties shall be true and correct in all respects) with the same force and effect as if they had been made on and as of said date, but in each case without giving effect to consummation of the Transactions; provided that in the event this condition would otherwise fail to be satisfied as a result of a breach of one or more of the representations and warranties of the Issuer contained in this Subscription Agreement and the facts underlying such breach would also cause a condition to the Issuer's obligations under the Business Combination Agreement to fail to be satisfied, this condition shall nevertheless be deemed satisfied in the event the Company waives such condition with respect to such breach under the Business Combination Agreement.

3.3.2 Closing of the Transactions. The Transactions set forth in the Business Combination Agreement shall have been or will be consummated substantially concurrently with the Closing, and the Business Combination Agreement (as the same exists on the date of this Subscription Agreement) shall not have been amended to materially adversely affect the economic benefits that Subscriber would reasonably expect to receive under this Subscription Agreement without having received Subscriber's prior written consent.

3.3.3 Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any governmental authority, statute, rule or regulation enjoining or prohibiting the consummation of the Subscription.

4. Registration Statement.

4.1 The Issuer agrees that it will use its commercially reasonable efforts to file with the Commission (at the Issuer's sole cost and expense) a registration statement registering the resale of the securities of the Issuer, including the Shares (the "**Registration Statement**") as soon as practicable after the filing of the next amendment to the Proxy Statement following the receipt of the first round of comments on the Proxy Statement from the Commission (the "Filing Date"), and the Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 135th calendar day (or 195th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Filing Date and (ii) the 10th Business Day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "**Effectiveness Date**"); provided, however, that the Issuer's obligations to include the Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Issuer such information regarding Subscriber, the securities of the Issuer held by Subscriber and the intended method of disposition of the Shares as shall be reasonably requested by the Issuer to effect the registration of the Shares, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder; provided further, however, the Issuer is not obligated to cause the Registration Statement to be declared effective prior to the Closing Date. Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the shares of Class A Common Stock proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 under the Securities Act for the resale of the shares of Class A Common Stock held by Subscriber or any Other Subscriber or otherwise, such Registration Statement shall register for resale such number of shares of Class A Common Stock which is equal to the maximum number of shares of Class A Common Stock as is permitted by the Commission. In such event, the number of shares of Class A Common Stock to be registered for each selling shareholder named in the Registration Statement shall be reduced pro rata among all such selling shareholders. In the event the Commission informs the Issuer that all of such shares of Class A Common Stock cannot, as a result of the application of Rule 415, be registered for resale on the Registration Statement, the Issuer agrees to promptly inform Subscriber thereof and use its commercially reasonable efforts to file amendments to the Registration Statement as required by the Commission, covering the maximum number of shares of Class A Common Stock permitted to be registered by the Commission, on Form S-1 or such other form available to register for resale such shares as a secondary offering. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Issuer of its obligations to file or effect the Registration Statement as set forth above in this Section 4.

4.2 In the case of the registration effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Issuer shall:

4.2.1 except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws which the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earlier of the following: (i) Subscriber ceases to hold any Shares, (ii) the date all Shares held by Subscriber may be sold without any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable), and (iii) two years from the Effectiveness Date of the Registration Statement;

4.2.2 advise Subscriber within five (5) Business Days:

(a) when a Registration Statement or any post-effective amendment thereto has become effective;

(b) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(c) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(d) subject to the provisions in this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in (a) through (d) above constitutes material, nonpublic information regarding the Issuer;

4.2.3 use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

4.2.4 upon the occurrence of any event contemplated in Section 4.2.2(d), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

4.2.5 use its commercially reasonable efforts to cause all Shares to be listed on each securities exchange or market, if any, on which the Issuer's Class A Common Stock is then listed.

4.3 Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event the Issuer's board of directors reasonably believes, upon the advice of legal counsel (which may be in-house counsel), would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer's board of directors, upon the advice of legal counsel (which may be in-house counsel), to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "**Suspension Event**"); provided, however, that the Issuer may not delay or suspend the Registration Statement on more than three occasions or for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement or related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made (in the case of the prospectus) not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Shares under the Registration Statement until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena.

4.4 The Issuer shall indemnify and hold harmless the Subscriber (to the extent it is a seller under the Registration Statement), its officers, directors and agents, and each person who controls the Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable Law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, that arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, except to the extent that such untrue statements or alleged untrue statements, omissions or alleged omissions are based upon information regarding a Subscriber furnished in writing to the Issuer by a Subscriber expressly for use therein or a Subscriber has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder. Notwithstanding the forgoing, the Issuer's indemnification obligations shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the prior written consent of the Issuer (which consent shall not be unreasonably withheld, delayed or conditioned), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in connection with any failure of the Subscriber to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner, (B) as a result of offers or sales effected by or on behalf of any person by means of a free writing prospectus (as defined in Rule 405) that was not authorized in writing by the Issuer, or (C) in connection with any offers or sales effected by or on behalf of a Subscriber in violation of Section 4.3 hereof.

4.5 The Subscriber shall indemnify and hold harmless the Issuer, its directors, officers, agents and employees, and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable Law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding the Subscriber furnished in writing to the Issuer by the Subscriber expressly for use therein. In no event shall the liability of the Subscriber be greater in amount than the dollar amount of the net proceeds received by the Subscriber upon the sale of the Shares giving rise to such indemnification obligation. The Subscriber shall notify the Issuer promptly of the institution, threat or assertion of any action arising from or in connection with the transactions contemplated by this Section 4.5 of which the Subscriber is aware. Notwithstanding the forgoing, the Subscriber's indemnification obligations shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the prior written consent of the Subscriber (which consent shall not be unreasonably withheld, delayed or conditioned).

4.6 The Issuer shall use commercially reasonable efforts, if requested by the Subscriber, subject to compliance with federal and states securities laws, to (i) cause the removal of any restrictive legend set forth on the Shares and (ii) issue Shares without any such legend in certificated or book-entry form or by electronic delivery through The Depository Trust Company, at the Subscriber's option, within five (5) Business Days of such deposit, provided that in each case (A) such Shares are registered for resale under the Securities Act pursuant to an effective Registration Statement and the Subscriber has sold or proposes to sell such Shares pursuant to such registration, (B) the Subscriber has sold or transferred, or proposes to sell or transfer, Shares pursuant to Rule 144 and (C) the Issuer, its counsel and its transfer agent have received customary representations and other documentation from the Subscriber that is reasonably necessary to establish that restrictive legends are no longer required as reasonably requested by the Issuer, its counsel or its transfer agent. With respect to clause (A), while the Registration Statement is effective, the Issuer shall cause its counsel to issue to the transfer agent a legal opinion to allow the legend on the Shares to be removed upon resale of the Shares pursuant to the effective Registration Statement in accordance with this Section 4.6, and within five (5) Business Days of any request therefor from the Subscriber accompanied by such customary and reasonably acceptable representations and other documentation establishing that restrictive legends are no longer required, deliver to the transfer agent instructions that the transfer agent shall make a new, unlegended entry for such book entry Shares.

5. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (i) such date and time as the Business Combination Agreement is validly terminated in accordance with its terms, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (iii) if the conditions to Closing set forth in Section 3 of this Subscription Agreement are not satisfied at, or are not capable of being satisfied on or prior to, the Closing and, as a result thereof, the transactions contemplated by this Subscription Agreement will not be or are not consummated at the Closing and (iv) the date that is six (6) months after the date hereof if the closing of the Transaction has not occurred on or before such date; provided that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach. The Issuer shall promptly notify Subscriber of the termination of the Business Combination Agreement promptly after the termination of such agreement.

6. Miscellaneous.

6.1 Further Assurances. At the Closing, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Subscription as contemplated by this Subscription Agreement.

6.1.1 Subscriber acknowledges that the Issuer, the Company, the Placement Agents and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement. Prior to the Closing, Subscriber agrees to promptly notify the Issuer and the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

6.1.2 Each of the Issuer, Subscriber, and the Company is entitled to rely upon this Subscription Agreement and is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

6.1.3 The Issuer may request from Subscriber such additional information as the Issuer may deem necessary to evaluate the eligibility of Subscriber to acquire the Shares, and Subscriber shall provide such information as may be reasonably requested.

6.1.4 Subscriber shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

6.1.5 Each of Subscriber and the Issuer shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Subscription Agreement on the terms and conditions described therein no later than immediately prior to the consummation of the Transactions.

6.2 Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (i) when so delivered personally, (ii) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (iii) three (3) Business Days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Subscriber, to such address or addresses set forth on the signature page hereto;

(ii) if to the Issuer, to:

Growth Capital Acquisition Corp.
405 Lexington Avenue
New York, New York 10174
Attention: Prokopios "Akis" Tsirigakis and George Syllantavos
Email: atsirigakis@nautiluscorp.com and gs@stellaracquisition.com

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Barry I. Grossman
Email: bigrossman@egsllp.com

(iii) if to the Company, to:

Cepton Technologies, Inc.
399 West Trimble Road
San Jose, CA 95131
Attention: Jun Pei and Winston Fu
Email: jun.pei@cepton.com and winston.fu@cepton.com

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

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, CA 94025
Attention: Paul Sieben and Jeeho Lee
Email: psieben@omm.com and jeeholee@omm.com

6.3 Entire Agreement. This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, including any commitment letter entered into relating to the subject matter hereof.

6.4 Modifications and Amendments. This Subscription Agreement may not be amended, modified, supplemented or waived (i) except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought and (ii) without the prior written consent of the Issuer and the Company.

6.5 Assignment. Neither this Subscription Agreement nor any rights, interests or obligations that may accrue to the parties hereunder (including Subscriber's rights to purchase the Shares) may be transferred or assigned without the prior written consent of each of the other parties hereto (other than the Shares acquired hereunder, if any, and then only in accordance with this Subscription Agreement).

6.6 Benefit.

6.6.1 Except as otherwise provided herein, this Subscription Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns. This Subscription Agreement shall not confer rights or remedies upon any person other than the parties hereto and their respective successors and assigns; provided that the Company is an express third party beneficiary of Section 6.4, this Section 6.6 and Section 6.11; provided, further, that the Placement Agents may rely on and are express third party beneficiaries of the representations and warranties of the Subscriber and the Issuer set forth in Section 2.

6.6.2 Each of the Issuer and Subscriber acknowledges and agrees that (a) this Subscription Agreement is being entered into in order to induce the Company to execute and deliver the Business Combination Agreement and without the representations, warranties, covenants and agreements of the Issuer and Subscriber hereunder, the Company would not enter into the Business Combination Agreement, (b) each representation, warranty, covenant and agreement of the Issuer and Subscriber hereunder is being made also for the benefit of the Company, and (c) the Company may directly enforce (including by an action for specific performance, injunctive relief or other equitable relief) each of the covenants and agreements of each of the Issuer and Subscriber under this Subscription Agreement.

6.7 Governing Law. This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof that would result in the application of any other jurisdiction's laws.

6.8 Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware, provided that if subject matter jurisdiction over the matter that is the subject of the legal proceeding is vested exclusively in the U.S. federal courts, such legal proceeding shall be heard in the U.S. District Court for the District of Delaware (together with the Court of Chancery of the State of Delaware "**Chosen Courts**"), in connection with any matter based upon or arising out of this Subscription Agreement. Each party hereby waives, and shall not assert as a defense in any legal dispute, that (i) such person is not personally subject to the jurisdiction of the Chosen Courts for any reason, (ii) such legal proceeding may not be brought or is not maintainable in the Chosen Courts, (iii) such person's property is exempt or immune from execution, (iv) such legal proceeding is brought in an inconvenient forum or (v) the venue of such legal proceeding is improper. Each Party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to Section 6.2 and waives and covenants not to assert or plead any objection which they might otherwise have to such manner of service of process. Notwithstanding the foregoing in this Section 6.8, a party may commence any action, claim, cause of action or suit in a court other than the Chosen Courts solely for the purpose of enforcing an order or judgment issued by the Chosen Courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS SUBSCRIPTION AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY SHALL ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT. FURTHERMORE, NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

6.9 Severability. If any provision of this Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Subscription Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6.10 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.11 Remedies.

6.11.1 The parties agree that the Issuer and the Company would suffer irreparable damage if this Subscription Agreement was not performed or the Closing is not consummated in accordance with its specific terms or was otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such damage. It is accordingly agreed that the Issuer and the Company shall be entitled to equitable relief, including in the form of an injunction or injunctions, to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement in an appropriate court of competent jurisdiction as set forth in Section 6.8, this being in addition to any other remedy to which any party is entitled at law or in equity, including money damages. The right to specific enforcement shall include the right of the Issuer and the Company to cause Subscriber and the right of the Company to cause the Issuer to cause the transactions contemplated hereby to be consummated on the terms and subject to the conditions and limitations set forth in this Subscription Agreement. The parties hereto further agree (i) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, (ii) not to assert that a remedy of specific enforcement pursuant to this Section 6.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason and (iii) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate. In connection with any Action for which the Company is being granted an award of money damages, each of the Issuer and Subscriber agrees that such damages, to the extent payable by such party, shall include, without limitation, damages related to the cash consideration that is or was to be paid to the Company or its equityholders under the Business Combination Agreement and/or this Subscription Agreement and such damages are not limited to an award of out-of-pocket fees and expenses related to the Business Combination Agreement and this Subscription Agreement.

6.11.2 The parties acknowledge and agree that this Section 6.11 is an integral part of the transactions contemplated hereby and without that right, the parties hereto would not have entered into this Subscription Agreement.

6.11.3 In any dispute arising out of or related to this Subscription Agreement, or any other agreement, document, instrument or certificate contemplated hereby, or any transactions contemplated hereby or thereby, the applicable adjudicating body shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the dispute and the enforcement of its rights under this Subscription Agreement or any other agreement, document, instrument or certificate contemplated hereby and, if the adjudicating body determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the adjudication and the enforcement of its rights under this Subscription Agreement or any other agreement, document, instrument or certificate contemplated hereby or thereby.

6.12 Survival of Representations and Warranties. All representations and warranties made by Subscriber in this Subscription Agreement shall survive the Closing. For the avoidance of doubt, if for any reason the Closing does not occur prior to the consummation of the Transactions, all representations, warranties, covenants and agreements of Subscriber hereunder shall survive the consummation of the Transactions and remain in full force and effect.

6.13 No Broker or Finder. Other than the Placement Agents (which have been engaged by the Issuer in connection with this Subscription), each of the Issuer and Subscriber represents and warrants to the other parties hereto that no broker, finder or other financial consultant has acted on its behalf in connection with this Subscription Agreement or the transactions contemplated hereby in such a way as to create any liability on any other party hereto. Each of the Issuer and Subscriber agrees to indemnify and save the other parties hereto harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.

6.14 Headings and Captions. The headings and captions of the various subdivisions of this Subscription Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

6.15 Counterparts. This Subscription Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

6.16 Construction. The words "*include*," "*includes*," and "*including*" will be deemed to be followed by "*without limitation*." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "*this Subscription Agreement*," "*herein*," "*hereof*," "*hereby*," "*hereunder*," and words of similar import refer to this Subscription Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty, and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party hereto has not breached will not detract from or mitigate the fact that such party hereto is in breach of the first representation, warranty, or covenant. All references in this Subscription Agreement to numbers of shares, per share amounts and purchase prices shall be appropriately adjusted to reflect any stock split, stock dividend, stock combination, recapitalization or the like occurring after the date hereof.

6.17 Mutual Drafting. This Subscription Agreement is the joint product of the parties hereto and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and shall not be construed for or against any party hereto.

7. Consent to Disclosure. Subscriber hereby consents to the publication and disclosure in any press release issued by the Issuer or the Company or Form 8-K filed by the Issuer with the Commission in connection with the execution and delivery of the Business Combination Agreement and the Proxy Statement (and, as and to the extent otherwise required by the federal securities laws or the Commission or any other securities authorities, any other documents or communications provided by the Issuer or the Company to any Governmental Authority or to securityholders of the Issuer) of Subscriber's identity and beneficial ownership of Class A Common Stock and the nature of Subscriber's commitments, arrangements and understandings under and relating to this Subscription Agreement and, if deemed appropriate by the Issuer or the Company, a copy of this Subscription Agreement; provided that, in the case of such disclosures by the Issuer or the Company, the Issuer or Company, as applicable, shall provide Subscriber with prior written notice (including by e-mail) of such permitted disclosure, and shall reasonably consult with Subscriber regarding such disclosure, in each case, to the extent such disclosure specifically names Subscriber. Subscriber will promptly provide any information reasonably requested by the Issuer or the Company for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the Commission).

8. Claims Against Trust Account. Reference is made to the final prospectus of the Issuer, dated as of January 29, 2021 and filed with the SEC (Registration No. 333-248087) on February 2, 2021 (the "**Prospectus**"). Subscriber hereby represents and warrants that it has read the Prospectus and understands that the Issuer has established the Trust Account containing the proceeds of its initial public offering (the "**IPO**") and the overallotment shares acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the Issuer's public stockholders (including overallotment shares acquired by the Issuer's underwriters the "**Public Stockholders**"), and that, except as otherwise described in the Prospectus, the Issuer may disburse monies from the Trust Account only: (a) to the Public Stockholders in the event they elect to redeem their Class A Common Stock pursuant to the Offer in connection with the consummation of the Issuer's initial business combination (as such term is used in the Prospectus) (the "**Business Combination**") or in connection with an extension of its deadline to consummate a Business Combination, (b) to the Public Stockholders if the Issuer fails to consummate a Business Combination within eighteen (18) months after the closing of the IPO, subject to extension by amendment to Issuer's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, as necessary to pay any Taxes, or (d) to the Issuer after or concurrently with the consummation of a Business Combination. For and in consideration of the Issuer entering into this Subscription Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subscriber hereby agrees on behalf of itself and its Affiliates that, notwithstanding anything to the contrary in this Subscription Agreement, neither Subscriber nor any of its Affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Subscription Agreement or any proposed or actual business relationship between the Issuer or its Representatives, on the one hand, and Subscriber or its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "**Released Claims**"). Subscriber on behalf of itself and its Affiliates hereby irrevocably waives any Released Claims that Subscriber or any of its Affiliates may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations or Contracts with the Issuer or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of this Subscription Agreement or any other agreement with the Issuer or its Affiliates). Subscriber agrees and acknowledges that such irrevocable waiver is material to this Subscription Agreement and specifically relied upon by the Issuer and its Affiliates to induce the Issuer to enter in this Subscription Agreement, and Subscriber further intends and understands such waiver to be valid, binding and enforceable against Subscriber and each of its Affiliates under applicable Law. To the extent Subscriber or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the Issuer or its Representatives, which proceeding seeks, in whole or in part, monetary relief against the Issuer or its Representatives, Subscriber hereby acknowledges and agrees that Subscriber's and its Affiliates' sole remedy shall be against funds held outside of the Trust Account and that such claim shall not permit Subscriber or its Affiliates (or any person claiming on any of their behalves or in lieu of any of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. In the event Subscriber or any of its Affiliates commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the Issuer or its Representatives, which proceeding seeks, in whole or in part, relief against the Trust Account (including any distributions therefrom) or the Public Stockholders, whether in the form of money damages or injunctive relief, the Issuer and its Representatives, as applicable, shall be entitled to recover from Subscriber and its Affiliates the associated legal fees and costs in connection with any such action, in the event the Issuer or its Representatives, as applicable, prevails in such action or proceeding. Notwithstanding anything in this Subscription Agreement to the contrary, the provisions of this paragraph shall survive indefinitely with respect to the obligations set forth in this Subscription Agreement.

9. Non-Reliance. Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, the Company, any of its affiliates or any of its or their respective control persons, officers, directors or employees), other than the representations and warranties of the Issuer expressly set forth in this Subscription Agreement, in making its investment or decision to invest in the Issuer. Subscriber agrees that neither (i) any other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of the Issuer's capital stock (including the controlling persons, officers, directors, partners, agents or employees of any such Subscriber) nor (ii) the Company, its affiliates or any of its or their respective affiliates' control persons, officers, directors, partners, agents or employees, shall be liable to any other Subscriber pursuant to this Subscription Agreement or any other agreement related to the private placement of shares of the Issuer's capital stock for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares hereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Issuer and Subscriber has executed or caused this Subscription Agreement to be executed by its duly authorized representative as of the date first set forth above.

GROWTH CAPITAL ACQUISITION CORP.

By: _____
Name:
Title:

[Signature Page to PIPE Subscription Agreement]

Accepted and agreed this ___ day of _____, 2021.

SUBSCRIBER:

Signature of Subscriber:

By: _____
Name:
Title:

Signature of Joint Subscriber, if applicable:

By: _____
Name:
Title:

Date: _____, 2021

Name of Subscriber:

_____
(Please print. Please indicate name and capacity of person signing above)

Name of Joint Subscriber, if applicable:

_____
(Please Print. Please indicate name and capacity of person signing above)

_____
Name in which securities are to be registered(if different from the name of Subscriber listed directly above):

Email Address:

If there are joint investors, please check one:

Joint Tenants with Rights of Survivorship

Tenants-in-Common

Community Property

Subscriber's EIN: _____

Joint Subscriber's EIN: _____

Business Address-Street:

_____

_____

Mailing Address-Street (if different):

_____

_____

City, State, Zip:

Attn:

Telephone No.: _____

Facsimile No.: _____

City, State, Zip:

Attn:

Telephone No.: _____

Facsimile No.: _____

Aggregate Number of Shares subscribed for:

_____

Aggregate Purchase Price: $ _____.

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds, to be held in escrow until the Closing, to the account specified by the Issuer in the Closing Notice.

[Signature Page to PIPE Subscription Agreement]

SCHEDULE I
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):

1. We are a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**") (a "**QIB**")).

2. We are subscribing for the Shares as a fiduciary or agent for one or more investor accounts, and each owner of such account is a QIB.

*** OR ***

B. INSTITUTIONAL ACCREDITED INVESTOR STATUS (Please check the applicable subparagraphs):

1. We are an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) or an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) under the Securities Act, and have marked and initialed the appropriate box on the following page indicating the provision under which we qualify as an "accredited investor."

2. We are not a natural person.

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box) SUBSCRIBER:

is

is not

an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer or acting on behalf of an affiliate of the Issuer.

This page should be completed by Subscriber
and constitutes a part of the Subscription Agreement.

Rule 501(a) under the Securities Act, in relevant part, states that an "accredited investor" shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person. Subscriber has indicated, by marking and initialing the appropriate box(es) below, the provision(s) below which apply to Subscriber and under which Subscriber accordingly qualifies as an "accredited investor."

1. Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

2. Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

3. Any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940, as amended (the "**Investment Advisors Act**") or registered pursuant to the laws of a state;

4. Any investment adviser relying on the exemption from registering with the Securities and Exchange Commission (the "**Commission**") under section 203(l) or (m) of the Investment Advisers Act;

5. Any insurance company as defined in section 2(a)(13) of the Securities Act;

6. Any investment company registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") or a business development company as defined in section 2(a)(48) of the Investment Company Act;

7. Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

8. Any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;

9. Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

10. Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if (i) the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, (ii) the employee benefit plan has total assets in excess of $5,000,000 or, (iii) such plan is a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

11. Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act;

12. Any (i) corporation, limited liability company or partnership, (ii) Massachusetts or similar business trust, or (iii) organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, and with total assets in excess of $5,000,000;

13. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

14. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000. For purposes of calculating a natural person's net worth: (a) the person's primary residence shall not be included as an asset; (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

15. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

16. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of Regulation D;

17. Any entity in which all of the equity owners are "accredited investors";

18. Any entity, of a type not listed in Items 1 through 12, 16 or 17 above, not formed for the specific purpose of acquiring the securities offered, owning investments (as defined in rule 2a51-1(b) under the Investment Company Act) in excess of $5,000,000;

19. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. For purposes of determining whether to designate a professional certification or designation or credential from an accredited educational institution, the Commission will consider, among others, the following attributes:

(a) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(b) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(c) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(d) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;

20. Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of the Investment Company Act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of the Investment Company Act;

21. Any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act: (a) With assets under management in excess of $5,000,000, (b) That is not formed for the specific purpose of acquiring the securities offered, and (c) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

22. Any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in Item 21 above and whose prospective investment in the issuer is directed by such family office pursuant to Item 21 (c) above.

Exhibit 99.1

Cepton Technologies, Inc., an Innovator in Automotive ADAS Lidar, and Growth Capital Acquisition Corp., Enter into Business Combination Agreement

- Cepton Technologies, Inc. (“Cepton”), an innovator in light detection and ranging (lidar) for automotive Advanced Driver Assistance Systems (ADAS) and vehicle autonomy, to combine with Growth Capital Acquisition Corp. (“Growth Capital”, Nasdaq: GCAC)
- Business combination follows Cepton securing the ADAS industry’s largest lidar series production award[†] from a leading global Top 5 automotive OEM[‡], with expected start of deployment in consumer vehicles in 2023
- With ongoing engagements with all of the Top 10 global automotive OEMs[‡], Cepton is expected to be the first lidar company to penetrate the passenger vehicle mass market across multiple vehicle classes and models in the next several years, thereby enabling lidar to become an essential safety sensor
- The transaction values Cepton at an enterprise value of approximately $1.5 billion on a cash-free, debt-free basis
- Upon the closing of the transaction the combined company will be renamed Cepton Inc. and will be listed on Nasdaq under the new ticker symbol “CPTN”
- Transaction is expected to provide approximately $231 million in gross proceeds, comprised of $172.5 million from Growth Capital assuming no redemption of the funds held in its trust account and $58.5 million from a PIPE offering anchored by existing Cepton investor, Japan-based KOITO MANUFACTURING CO., LTD. (“KOITO”), a global Tier 1 automotive supplier
- Cepton plans to use the net proceeds from the transaction to accelerate its growth strategy, including securing additional series production design wins at other Top 10 automotive OEMs

SAN JOSE, CA and NEW YORK, NY, August 5, 2021 — Cepton, a Silicon Valley innovator and leader in high performance MMT® lidar solutions, and Growth Capital, a publicly traded special purpose acquisition company, announced today that they have entered into a definitive business combination agreement (the “Business Combination Agreement”), as well as related subscription agreements for an aggregate $58.5 million private placement in connection with the business combination (the “PIPE”). Upon the closing of the transaction, the combined company will be renamed “Cepton, Inc.” and is expected to be listed on the Nasdaq stock exchange under the new ticker symbol “CPTN”.

The transaction with Cepton enables Growth Capital to enter the lidar sector, one of the most innovative and rapidly growing sectors, with particular focus on ADAS in mass-market passenger vehicles. Founded in 2016 in San Jose, California, by technologists from Stanford University, Cepton has from its inception focused on ADAS, the largest-end market for lidar. Cepton co-founder and CEO, Dr. Jun Pei, and co-founder and CTO, Dr. Mark McCord, had a shared vision of how lidar could become instrumental in dramatically reducing traffic collisions, in eliminating the human and financial toll of avoidable vehicle and pedestrian accidents, and in enabling safe autonomous driving for passenger vehicles. They consequently built an accomplished team of industry veterans at Cepton with deep lidar and optical technology expertise to deploy state-of-the-art lidar sensors aimed at the automotive market.

[†] Largest known ADAS lidar series production award based on number of vehicle models awarded

[‡] Ranking based on IHS light vehicle production volume rankings for 2019

In realizing its founders' vision for safety and autonomy for everyday consumers, Cepton believes it is poised to lead the ADAS lidar market after securing the largest ADAS lidar series production award to-date[†] with a leading, global Top 5 automotive company (OEM)[‡], in partnership with its current investor and PIPE anchor investor, KOITO, a leading global automotive Tier 1 supplier.

Cepton's unique value proposition is its patented, directional lidar technology, known as MMT® (Micro Motion Technology), that enables high performance at low cost, with excellent manufacturability at high volume. The compact form factor and low power consumption of Cepton MMT® lidars have enabled Tier 1 partners and customers to seamlessly integrate the lidars in vehicle fascia, in headlamps, on the roof and behind windshields, making them versatile for ADAS applications. The award-winning MMT® lidars use a mirrorless, rotation-free and frictionless method for three-dimensional (3D) imaging which maximizes optical efficiency, reliability and scalability. These lidars also include Cepton's proprietary micro-optical lidar modules, with integrated, custom lidar engine ASICs (Applications Specific Integrated Circuits) for state-of-the-art illumination control and detection. The compelling price paired with the high performance of Cepton's lidars places Cepton in a strong position to grow its core business beyond mass-market ADAS, into the autonomous vehicles (AV) and adjacent smart infrastructure markets.

Under the terms of the Business Combination Agreement, Cepton shareholders will receive consideration in the form of newly issued shares of Growth Capital common stock, valued based upon a Cepton enterprise value of $1.5 billion on a cash-free, debt-free basis. Upon closing, the combined company is expected to have an estimated equity value of approximately $1.8 billion, which includes approximately $231 million in gross proceeds, comprised of $172.5 million from Growth Capital's trust account (assuming no redemptions) and a $58.5 million fully committed common stock PIPE, anchored by existing investor KOITO, which satisfies the contractual closing cash condition. Cash proceeds released from Growth Capital's initial $172.5 million trust account after any stockholder redemptions and payment of transaction expenses and other Growth Capital liabilities will remain with the combined company, and Cepton intends to use the aggregate cash proceeds to accelerate its growth strategy, including securing additional series production design wins at other Top 10 automotive OEMs.

The boards of directors for both Cepton and Growth Capital have unanimously approved the proposed business combination, which is expected to be completed in the fourth quarter of 2021, subject to, among other things, the approval by Growth Capital's stockholders, satisfaction of the conditions stated in the definitive agreement and other customary closing conditions, including a registration statement being declared effective by the U.S. Securities and Exchange Commission (the "SEC"), the receipt of certain regulatory approvals, and approval by The Nasdaq Stock Market to list the securities of the combined company.

Additional information about the proposed transaction, including a copy of the Business Combination Agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by Growth Capital with the SEC and available at www.sec.gov. More information about the proposed transaction will also be described in Growth Capital's registration statement relating to the business combination, which it will file with the SEC.

“We founded Cepton with the goal of creating a lidar that would be a key ADAS sensor to enable higher levels of safety and autonomy for millions of consumer vehicles, and today’s announcement is another step in making that vision a reality,” said Dr. Pei. “Our merger with Growth Capital is a tremendous milestone for Cepton because it enables us to accelerate our investment in state-of-the-art lidar solutions and manufacturing partnerships that are expected to make the next generation of road safety accessible to mass-market consumer vehicles, not just luxury vehicles. We anticipate that people will be able to purchase vehicles with advanced driver assist features powered by Cepton’s lidar technology by 2023. I am grateful to our investors, employees, partners, and customers for enabling us to reach this milestone and I look forward to working with the team at Growth Capital to expand our market leadership position.”

Akis Tsirigakis, co-CEO of Growth Capital, stated: “As we examined the market for lidar, a technology that will affect almost every aspect of our everyday life, it became clear to us that Cepton stands well above the rest with its large ADAS series production win at a leading global Top 5 global automotive OEM. That win, along with Cepton’s mature and experienced leadership team, its world-class MMT® lidar technology, and its partnerships with leading global automotive Tier 1 suppliers, puts Cepton in a pole position to substantially expand its market share and maintain their leadership in the automotive lidar space. We are very excited to be Cepton’s partner in fueling the next phase of its growth.”

George Syllantavos, co-CEO of Growth Capital, added: “Through this transaction, we offer our shareholders the opportunity to participate in the growth prospects of this innovative company within the exciting lidar sector. The size of Cepton’s auto OEM series production award sets a milestone not only for the company, but for the entire lidar industry, as it is an important step towards mass adoption for the automotive industry. Cepton is a company at the forefront of technological advancements with a robust patent portfolio and the coveted, patented MMT® lidar technology, which has enabled it to generate ongoing engagements with all of the Top 10 global OEMs. We are excited about the future and are committed to contribute to the company’s success.”

Advisors

J.P. Morgan Securities LLC (“J.P. Morgan”) is serving as financial advisor to Cepton and O'Melveny & Myers LLP is serving as legal counsel to Cepton. Maxim Group LLC (“Maxim”) is serving as financial advisor to Growth Capital and Ellenoff Grossman & Schole LLP is serving as legal counsel to Growth Capital.

J.P. Morgan is acting as lead placement agent to Growth Capital. Maxim is also serving as joint placement agent. Skadden, Arps, Slate, Meagher & Flom LLP is serving as legal counsel to the placement agents.

Maxim and Craig-Hallum Capital Group LLC are acting as capital markets advisors to Growth Capital.

Conference Call, Webcast and Presentation Information

Management of Growth Capital and Cepton will host an investor call on Thursday August 5th at 9:00 am EDT to discuss the proposed transaction. The conference call can be accessed via dial-in using the following numbers:

- Toll Free: 1-800-231-0316
- Toll/International: 1-314-696-0504

Alternatively, participants can use this webcast link: http://public.viavid.com/index.php?id=146215

About Cepton Technologies, Inc.

Cepton provides state-of-the-art, intelligent, lidar-based solutions for a range of markets such as automotive (ADAS/AV), smart cities, smart spaces and smart industrial applications. Cepton's patented MMT®-based lidar technology enables reliable, scalable and cost-effective solutions that deliver long range, high resolution 3D perception for smart applications.

Founded in 2016 and led by industry veterans with over two decades of collective experience across a wide range of advanced lidar and imaging technologies, Cepton is focused on the mass market commercialization of high performance, high quality lidar solutions. Cepton is headquartered in San Jose, California, with a presence in North America, Germany, Japan, India and China, to serve a fast-growing global customer base. For more information, visit www.cepton.com.

About Growth Capital Acquisition Corp.

Growth Capital Acquisition Corp. ("Growth Capital") is a Delaware blank check company, also commonly referred to as a special purpose acquisition company (or SPAC), formed for the purpose of entering into a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or entities in any industry or geographic region. Growth Capital is led by its Co-Chief Executive Officers, Akis Tsirigakis and George Syllantavos.

Forward-Looking Statements

Certain statements herein are "forward-looking statements" made pursuant to the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. Statements that are not historical facts, including statements about Cepton and Growth Capital and the transactions contemplated by the Business Combination Agreement (the "Transactions"), and the parties' perspectives and expectations, are forward looking statements. Such statements include, but are not limited to, statements regarding the Transactions, including the anticipated initial enterprise value and post-closing equity value, the benefits of the Transactions, integration plans, expected synergies and revenue opportunities, anticipated future financial and operating performance and results, including estimates for growth, the expected management and governance of the combined company, and the expected timing of the Transactions. Such forward-looking statements reflect Cepton's or Growth Capital's current expectations or beliefs concerning future events and actual events may differ materially from current expectations. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target," "designed to" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Any such forward-looking statements are subject to various risks and uncertainties, including (1) the success of our strategic relationships, including with our Tier 1 partners, none of which are exclusive; (2) the possibility that Cepton's business or the combined company may be adversely affected by other economic, business, and/or competitive factors; (3) the risk that current trends in automotive and smart infrastructure markets decelerate or do not continue; (4) the inability of the parties to successfully or timely consummate the proposed business combination, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination or that the approval of the stockholders of Growth Capital or Cepton is not obtained; (5) risks related to future market adoption of Cepton's offerings; (6) the final terms of Cepton's arrangement with its Tier 1 partner and, in turn, its Tier 1 partner's contract with the major global automotive OEM differing from Cepton's expectations, including with respect to volume and timing, or the arrangement can be terminated or may not materialize into a long-term contract partnership arrangement; (7) the ability of Growth Capital or the combined company to issue equity or equity-linked securities in connection with the proposed business combination or in the future; (8) the inability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, the amount of cash available following any redemptions by Growth Capital's stockholders; (9) the ability of the combined company to meet the initial listing standards of The Nasdaq Stock Market upon consummation of the proposed business combination; (10) costs related to the proposed business combination; (11) expectations with respect to future operating and financial performance and growth, including when Cepton will generate positive cash flow from operations; (12) Cepton's ability to raise funding on reasonable terms as necessary to develop its product in the timeframe contemplated by its business plan; (13) Cepton's ability to execute its business plans and strategy; (14) the failure to satisfy the conditions to the consummation of the proposed business combination, including the approval of the proposed business combination and definitive agreements for the proposed business combination by the stockholders of Growth Capital; and (15) the occurrence of any event, change or other circumstance that could give rise to the termination of the proposed business combination. If any of these risks materialize or any of Growth Capital's or Cepton's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. Cepton and Growth Capital do not undertake to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. See "Risk Considerations" in the investor presentation, which will be provided in a Current Report on Form 8-K to be filed by Growth Capital with the SEC and available at www.sec.gov

Additional Information and Where to Find It

Growth Capital intends to file with the SEC a registration statement on Form S-4 with a proxy statement containing information about the proposed transaction and the respective businesses of Cepton and Growth Capital. Growth Capital will mail a final prospectus and definitive proxy statement and other relevant documents after the SEC completes its review. Growth Capital stockholders are urged to read the preliminary prospectus and proxy statement and any amendments thereto and the final prospectus and definitive proxy statement in connection with the solicitation of proxies for the special meeting to be held to approve the proposed transaction, because these documents will contain important information about Growth Capital, Cepton and the proposed transaction. The final prospectus and definitive proxy statement will be mailed to stockholders of Growth Capital as of a record date to be established for voting on the proposed transaction. Stockholders of Growth Capital will also be able to obtain a free copy of the proxy statement, as well as other filings containing information about Growth Capital, without charge, at the SEC's website (www.sec.gov) or by calling 1-800-SEC-0330. Copies of the proxy statement and Growth Capital's other filings with the SEC can also be obtained, without charge, by directing a request to: Growth Capital Acquisition Corp. 300 Park Avenue, New York, NY 10022. Additionally, all documents filed with the SEC can be found on Growth Capital's website, www.gcaccorp.com.

Participants in the Solicitation

Cepton and Growth Capital and their respective directors and officers and other members of management and employees may be deemed participants in the solicitation of proxies in connection with the proposed business combination. Growth Capital stockholders and other interested persons may obtain, without charge, more detailed information regarding directors and officers of Growth Capital in Growth Capital's Annual Report on Form 10-K for the fiscal year ended March 31, 2021, which was filed with the SEC on July 19, 2021. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies from Growth Capital's stockholders in connection with the proposed business combination will be included in the definitive proxy statement/prospectus that Growth Capital intends to file with the SEC.

No Offer or Solicitation

This press release shall not constitute a solicitation of a proxy, consent, or authorization with respect to any securities or in respect of the proposed business combination. This press release shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended, or an exemption therefrom.

Cepton Contacts

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Exhibit 99.2


CEPTON
Intelligence at the Speed of Light™
GROWTH CAPITAL
ACQUISITION CORP.
LIDAR
Investor Presentation
August 2021

Disclaimer

This presentation is provided for informational purposes only and has been prepared to assist interested parties in making their own evaluation with respect to a potential business combination (the "proposed business combination") between Cepton Technologies, Inc. ("Cepton") and Growth Capital Acquisition Corp. ("Growth Capital") and related transactions (the "Transactions") and for no other purpose. No representations or warranties, express or implied are given in, or in respect of, this presentation. Industry, market and benchmark data used in this presentation have been obtained from third-party industry publications and sources, as well as from research reports and prepared for other purposes. Some data is also based on the good faith estimates of Cepton or Growth Capital, which in each case are derived from its review of internal sources as well as the independent sources described above. Neither Cepton nor Growth Capital has independently verified the data obtained from these sources and cannot assure you of the data's accuracy or completeness. This data is subject to change. In addition, this presentation does not purport to be all-inclusive or to contain all of the information that may be required to make a full analysis of Cepton or the Transactions. Viewers of this presentation should each make their own evaluation of Cepton and of the relevance and adequacy of the information and should make such other investigations as they deem necessary. Viewers of this presentation also acknowledge and agree that the information contained in this presentation is preliminary in nature and subject to change, and any such changes may be material, and this presentation does not constitute investment, tax or legal advice.

This presentation contemplates a business combination transaction involving Cepton and Growth Capital. Completion of the Transactions is subject to, among other matters, approval by Cepton and Growth Capital stockholders and other closing conditions included in the definitive business combination agreement. No assurances can be given that the Transactions will be consummated on the terms or timeframe currently contemplated, if at all. This presentation is subject to updating, completion, revision, verification and further amendment. No securities regulatory authority has expressed an opinion about the securities discussed in this presentation and it is an offense to claim otherwise. Nothing herein shall be deemed to constitute investment, legal, tax, financial, accounting or other advice.

Forward-Looking Statements

This presentation includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target", "designed to" or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Growth Capital and Cepton caution viewers of this presentation that these forward-looking statements are subject to risks and uncertainties, most of which are difficult to predict and many of which are beyond Growth Capital and Cepton's control, that could cause the actual results to differ materially from the expected results. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of financial and performance metrics, projections of market opportunity and market share, potential benefits and the commercial attractiveness to its customers of Cepton's products and services, the potential success of Cepton's marketing and expansion strategies, the potential for Cepton to achieve design awards, potential benefits of the Transactions (including with respect to shareholder value), and expectations related to the terms and timing of the Transactions.

These statements are based on various assumptions, whether or not identified in this presentation, and on the current expectations of Cepton's and Growth Capital's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. These forward-looking statements are subject to a number of risks and uncertainties, including (1) the conditions affecting the markets in which the Cepton operates; (2) the success of our strategic relationships, including with our Tier 1 partners, none of which are exclusive; (3) fluctuations in sales of Cepton's major customers; (4) fluctuations in capital spending in the automotive and smart infrastructure markets; (5) the impact of the COVID-19 pandemic on the global economy and financial markets, including any restrictions on Cepton's operations and the operations of Cepton's customers and suppliers resulting from public health requirements and government mandates; (6) changes in applicable laws or regulations; (7) the possibility that Cepton's business or the combined company may be adversely affected by other economic, business, and/or competitive factors; (8) the risk that current trends in the automotive and smart infrastructure markets decelerate or do not continue; (9) estimates for the financial performance of the Company's business may prove to be incorrect or materially different from actual results; (10) the inability of the parties to successfully or timely consummate the proposed business combination, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed business combination or that the approval of the stockholders of Growth Capital or Cepton is not obtained; (11) risks relating to the uncertainty of the projected financial and operating information with respect to Cepton, including whether Cepton will be able to achieve its target milestones, its pricing and sales volume targets, and its proposed production timelines and win the engagements contemplated in its projected pipeline, and the ability of OEMs and other strategic partners to re-source or cancel vehicle or technology programs; (12) risks related to future market adoption of Cepton's offerings; (13) the final terms of Cepton arrangement with its Tier 1 partner and, in turn, its Tier 1 partner's contract with auto OEM B differing from Cepton's expectations, including with respect to volume and timing, or the arrangement can be terminated or may not materialize into a long-term contract partnership arrangement; (14) risks related to Cepton's marketing and growth strategies; (15) the effects of competition on Cepton's future business; the amount of redemption requests made by Growth Capital's public stockholders; (16) the ability of Growth Capital or the combined company to issue equity or equity-linked securities in connection with the proposed business combination or in the future; (17) the inability to recognize the anticipated benefits of the proposed Transactions, which may be affected by, among other things, the amount of cash available following any redemptions by Growth Capital's stockholders; (18) the ability of the combined company to meet the initial listing standards of The Nasdaq Stock Market upon consummation of the Transactions; (19) costs related to the proposed Transactions; (20) expectations with respect to future operating and financial performance and growth, including when Cepton will generate positive cash flow from operations; (21) Cepton's ability to raise funding on reasonable terms as necessary to develop its product in the timeframe contemplated by its business plan; (22) Cepton's ability to execute its business plans and strategy; (23) the failure to satisfy the conditions to the consummation of the Transactions, including the approval of the Transactions and definitive agreements for the Transactions by the stockholders of Growth Capital; (24) the occurrence of any event, change or other circumstance that could give rise to the termination of the Transactions; and (25) the outcome of any legal proceedings that may be instituted against Cepton or Growth Capital related to the Transactions, and those factors discussed in Growth Capital's final prospectus filed on January 29, 2021 under the heading "Risk Factors," and other documents of Growth Capital filed, or to be filed, with the Securities and Exchange Commission ("SEC"). If any of these risks materialize or any of Growth Capital's or Cepton's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither Growth Capital nor Cepton presently know or that Growth Capital and Cepton currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect Growth Capital's and Cepton's expectations, plans or forecasts of future events and views as of the date of this presentation. Growth Capital and Cepton anticipate that subsequent events and developments will cause Growth Capital's and Cepton's assessments to change. However, while Growth Capital and Cepton may elect to update these forward-looking statements at some point in the future, Growth Capital and Cepton specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing Growth Capital's and Cepton's assessments as of any date subsequent to the date of this presentation. Accordingly, undue reliance should not be placed upon the forward-looking statements. Actual results, performance or achievements may, and are likely to, differ materially, and potentially adversely, from any projections and forward-looking statements and the assumptions on which those forward-looking statements were based. There can be no assurance that the data contained herein is reflective of future performance to any degree. You are cautioned not to place undue reliance on forward-looking statements as a predictor of future performance as projected financial information and other information are based on estimates and assumptions that are inherently subject to various significant risks, uncertainties and other factors, many of which are beyond Cepton's control.

Disclaimer (cont'd)

Use of Projections

This presentation contains projected financial information with respect to Cepton, namely revenue, adjusted gross profit, adjusted gross margin, adjusted EBITDA, free cash flow and various other financial metrics for 2021-2026. and the financial information included in Cepton's long-term target operating model. Such projected financial information constitutes forward-looking information and is for illustrative purposes only and should not be relied upon as necessarily being indicative of future results. The assumptions and estimates underlying such projected financial information are inherently uncertain and are subject to a wide variety of significant business, economic, competitive and other risks and uncertainties that could cause actual results to differ materially from those contained in the projected financial information. See "Forward-Looking Statements" above. Actual results may differ materially from the results contemplated by the projected financial information contained in this presentation, and the inclusion of such information in this presentation should not be regarded as a representation by any person that the results reflected in such projections will be achieved. Neither of the independent registered public accounting firms of Cepton or Growth Capital have audited, reviewed, compiled, or performed any procedures with respect to the projections for the purpose of their inclusion in this presentation, and accordingly, neither of them expressed an opinion or provided any other form of assurance with respect thereto for the purpose of this presentation. Since the financial projections cover multiple years, such information by its nature becomes less reliable with each successive year

Non-GAAP Financial Measures

Some of the financial information and data contained in this presentation, such as adjusted gross profit, adjusted gross margin, adjusted EBITDA, free cash flow, and the financial information included in Cepton's long-term target operating model, have not been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). Adjusted gross profit is defined as GAAP gross profit excluding factory overhead. Adjusted gross margin is defined as adjusted gross profit divided by revenue. Adjusted EBITDA is defined as operating income plus depreciation and amortization and stock-based compensation. Free cash flow is defined as cash flow from operations minus capital expenditures.

Growth Capital and Cepton believe these non-GAAP financial measures of financial results provide useful information to management and investors regarding certain financial and business trends relating to Cepton's financial condition and results of operations. Growth Capital and Cepton believe that the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating actual and projected operating results and trends in and in comparing Cepton's financial measures with other similar companies, many of which present similar non-GAAP financial measures to investors. Neither Growth Capital nor Cepton considers these non-GAAP financial measures in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of these non-GAAP financial measures is that they exclude significant expenses and other amounts that are required by GAAP to be recorded in Cepton's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expense and other amounts are excluded or included in determining these non-GAAP financial measures. You should review Cepton's audited financial statements, which will be included in the registration statement relating to the proposed business combination.

No Offer or Solicitation

This presentation does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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This presentation contains trademarks, service marks, trade names and copyrights of Cepton, Growth Capital and other companies, which are the property of their respective owners.

Important Information for Investors and Stockholders

In connection with the proposed business combination, Growth Capital intends to file with the SEC a registration statement on Form S-4, which will include a proxy statement to be distributed to Growth Capital stockholders in connection with Growth Capital's solicitation of proxies for the vote by Growth Capital's stockholders with respect to the proposed business combination and other matters to be described therein, as well as the prospectus relating to the offer of the securities to be issued to Cepton's stockholders in connection with the completion of the proposed business combination. This investor presentation does not contain all the information that should be considered in the proposed business combination. It is not intended to form any basis of any investment decision or any other decision in respect to the proposed business combination. Growth Capital stockholders and other interested persons are advised to read the definitive proxy statement/prospectus and any amendments thereto, when available, in connection with Growth Capital's solicitation of proxies for the special meeting to be held to approve the transactions contemplated by the proposed business combination because the materials will contain important information about Cepton, Growth Capital, and the proposed transactions. The definitive proxy statement/prospectus will be mailed to Growth Capital stockholders as of a record date to be established for voting on the proposed business combination when it becomes available. Stockholders will also be able to obtain a copy of the proxy statement/prospectus, including any amendments thereto, once they are available, without charge, at the SEC'S website at www.sec.gov or by directing a request to Growth Capital Acquisition Corp. at 300 Park Avenue, 16th Floor, New York, NY 10022. Additionally, all documents filed with the SEC can be found on Growth Capital's website, www.gcaccorp.com.

Participants in the Solicitation

Cepton and Growth Capital and their respective directors and officers and other members of management and employees may be deemed participants in the solicitation of proxies in connection with the proposed business combination. Growth Capital stockholders and other interested persons may obtain, without charge, more detailed information regarding directors and officers of Growth Capital in Growth Capital's Annual Report on Form 10-K for the fiscal year ended March 31, 2021, which was filed with the SEC on July 19, 2021. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies from Growth Capital's stockholders in connection with the proposed business combination will be included in the definitive proxy statement/prospectus that Growth Capital intends to file with the SEC.

Neither the SEC nor any securities commission of any other U.S. or non U.S. jurisdiction has approved or disapproved of the Transactions contemplated hereby or determined that this Presentation is truthful or complete. Any representation to the contrary is a criminal offense.

Growth Capital Acquisition Corp. overview

Growth Capital overview

Issuer:	Growth Capital Acquisition Corp. (Nasdaq: GCACU, GCAC, GCACW)
Amount in Trust:	$172,500,000
Units Offered at IPO:	17,250,000 units @ $10.00 per unit
Unit Composition:	Each unit consists of 1 share of Class A common stock and 1/2 redeemable warrant (each whole warrant entitles the holder to purchase 1 share of Class A common stock)
Sponsor Investment:	$5,175,000 in 5,175,000 Warrants
Time Horizon:	18 months from January 29, 2021
Cash Held in Trust:	100.0% or $10.00 per unit, in Trust for the initial 18-months from IPO
Warrant Strike/Call Price:	$11.50 / $18.00
Public Warrants:	8,625,000 warrants, all warrants expire after 5 years from closing of the business combination ("BC")
Sponsor Promote Shares :	4,312,500 common shares
Lock Up:	6-month lock-up of Sponsor's shares post-BC or released from lock-up if the stock is ≥ $12.00 for any 20 trading days within any 30 trading day period commencing at least 60 days post-BC
Sole Book Runner:	Maxim Group LLC
Target Industry	Merge/Acquire an operating business in any industry
Target Size	Desired Enterprise Value (EV) of target $400m to $1.5b

Experienced management team

Akis Tsirigakis

President, Chairman, Co-CEO

- 35+ yrs experience in shipping / ship ownership, in M&A and heading public companies
- Currently CEO of Nautilus Energy Management Corp, and CEO of SevenSeas Investment Fund
- Founded three blank check companies, Stellar Acquisition III Inc., Nautilus Marine Acquisition Corp., and Star Maritime Acquisition Corp., conducted their initial public offerings and successfully closed three business combinations
- Mr. Tsirigakis received his Master's Degree (1979) and B.Sc. in Naval Architecture from The University of Michigan

George Syllantavos

Co-CEO, CFO, Director

- 28+ yrs experience in M&A and transportation / finance, last 15 yrs focused on industrials, infrastructure and maritime transactions
- Currently Managing Director of Nautilus Carriers, Inc.
- Co-founded three blank check companies in partnership with Mr. Tsirigakis. He served as CFO of Star Maritime Acquisition Corp. and Nautilus Marine Acquisition Corp. and as CFO and co-CEO of Stellar Acquisition III Inc. Served as CFO of two post-merger companies, Star Bulk Carriers, Corp (SBLK) and Nautilus Offshore, Inc. (NMAR)
- Mr. Syllantavos received a B.Sc. in Industrial Engineering from Roosevelt University and an MBA in Operations Management, International Finance and Transportation Management from the Kellogg Graduate School of Management, Northwestern University

Transaction summary

CEPTON

Jun Pei
Co-Founder & CEO

Winston Fu
CFO

Hull Xu
VP of Finance & Strategy

GROWTH CAPITAL ACQUISITION CORP.

Akis Tsirigakis
President, Chairman, Co-CEO

George Syllantavos
Co-CEO, CFO, Director

Transaction details

Overview	■ Growth Capital Acquisition Corp. (NASDAQ: GCAC) is a publicly-listed special purpose acquisition company with $172.5mm in cash ■ $58.5mm PIPE raised in support of the transaction
Valuation	■ Pro forma firm value of $1,549mm, which equates to 1.8x 2025E revenue of $861mm
Capital structure	■ $225mm(1) of pro forma cash held on the balance sheet
Ownership	■ 85% existing shareholders; 12% SPAC IPO and founder shares; 3% PIPE investors
Anticipated timing	■ Expected to close in Q4 2021

(1) Includes Cepton's net cash position of $34mm as of March 31, 2021

CEPTON®

Intelligence at the Speed of Light™

Company overview

We are Cepton

Our mission: Deploy high performance, mass-market lidar to deliver safety and autonomy across multiple industries

Market focus	ADAS in mass market consumer vehicles
Technology advantage	MMT®: Highly competitive price for performance with high reliability
Product platform	Comprehensive lidar solution portfolio across hardware and software
Commercial success	Largest ADAS lidar series production win from a Global Top 5 Auto OEM
Tier 1 partners	Collaboration with leading global Tier 1 partners
Visionary team	Founder-led, industry pioneer management team

Customers

- 100+ customer projects[1]
- Active engagement: 10/10 top OEMs [2]
- 160+ opportunities in pipeline

Partners

- Strong collaboration with Tier 1s and system integrators

KOITO ZKW **Undisclosed Tier 1 partner**

Manufacturing

- In-house pilot production
- High volume CMs and Tier 1 partners for mass market

Global Team

- HQ: San Jose, CA
- Development, sales & marketing across Canada, EMEA and APAC
- 116 team members including 51 Engineers and 21 PhDs

Funding

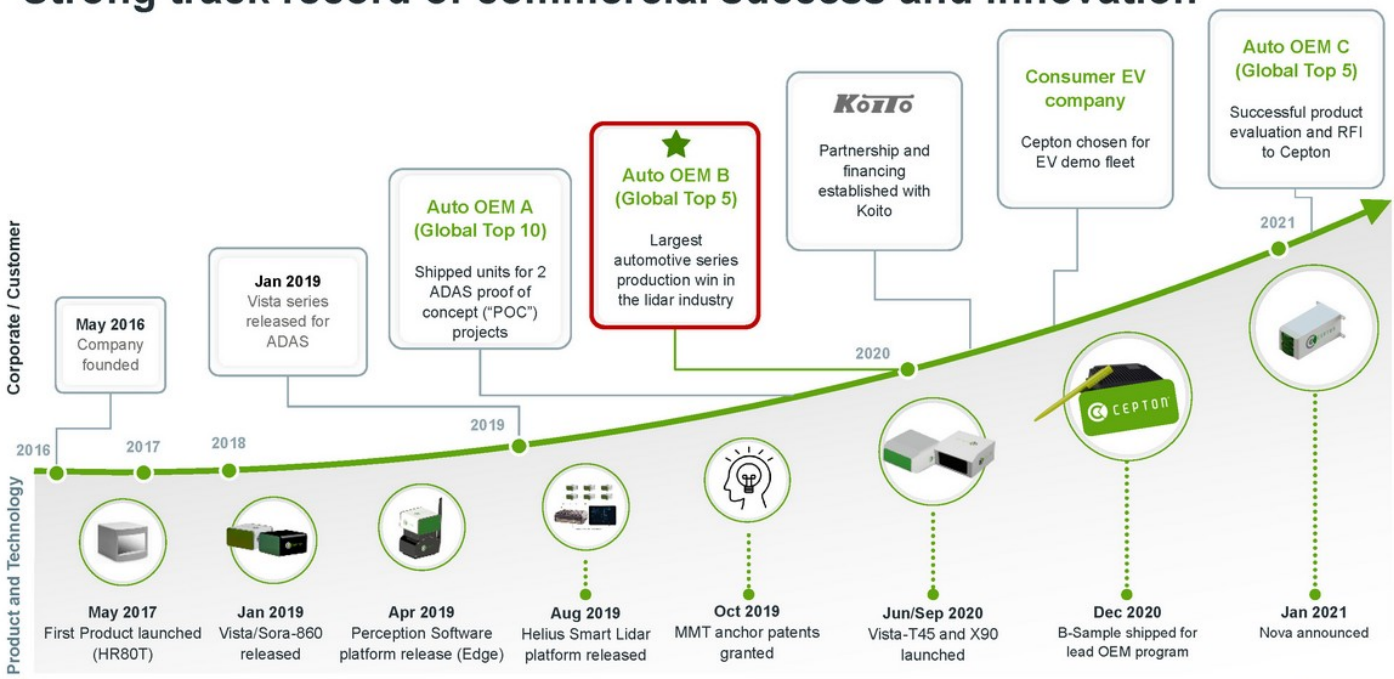
- ~$100m raised to date
- Last funding round - Series C (Feb 2020)

Note: Micro-Motion Technology (MMT®); Largest known series production win by number of models awarded

(1) Customer projects defined as customers who have made a purchase since 2018

(2) Based on IHS light vehicle production volume rankings for 2019

Strong track record of commercial success and innovation



Note: Auto OEMs represent undisclosed customer relationships, rankings based on IHS light vehicle production volume rankings for 2019; Largest known series production win by number of models awarded

Product leadership validated by world class customers and partners

Auto OEM B
(Global Top 5)

Largest ADAS Lidar Series Production Win

- Expected 2023 SOP; sole sourced through 2027 with Tier 1
- Compact and energy efficient design
- Enables state-of-the-art ADAS capabilities
- Seamless cross-platform lidar integration

Platform #1 Platform #2 Platform #3

Mass market consumer vehicles with Cepton lidar technology
Expected deployment on multiple vehicle models across 3 platforms

KOITO

Landmark Tier 1 Partnership

- World's #1 automotive exterior lighting Tier 1 supplier(1)
- 3+ year relationship; led $50M Series C investment (2020)
- Expands from traditional lighting to ADAS technology
- Supports auto-grade certifications and manufacturing

Seamless vehicle integration to enable mass market adoption
High volume lidar manufacturing

Note: Auto OEM B represents undisclosed customer relationship with a Global Top 5 Auto OEM. Ranking based on IHS light vehicle production volume rankings for 2019; Largest known series production win by number of models awarded
(1) Based on last reported pre-COVID-19 auto lighting revenue

CEPTON

Key lidar industry challenges for ADAS mass market adoption

MASS-SCALE ADOPTION REQUIRES A LIDAR SOLUTION THAT MEETS *ALL* THESE REQUIREMENTS

Performance

- Combination of high range and resolution to detect objects and for enhanced ADAS safety

Auto-grade Reliability

- Long sensor lifetime and ISO 26262 ASIL-B functional safety compliance

Cost

- Low cost for large scale adoption across numerous vehicle platforms and models

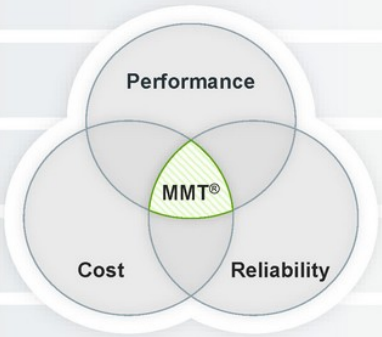
Integration

- Directional lidars with no spinning parts or sensors jutting out of the vehicle
- Small form factor for seamless vehicle integration

Cepton was built from the ground up to enable widespread adoption of L2+ automotive ADAS

Cepton's lidar value proposition

HIGHLY COMPETITIVE PRICE FOR PERFORMANCE AND RELIABILITY



1	**Proven design and technology**	Validated by largest ADAS lidar series production win at global Top 5 OEM
2	**Superior performance**	Combination of high range, high resolution and low power
3	**Cost advantage**	Cost efficiency driven by simplicity, design choice and packaging innovation
4	**Compact form factor**	Small and easy to embed in/around vehicles and infrastructure
5	**Volume scalability**	Off the shelf materials, modular – ideal for volume manufacturing
6	**Auto-grade reliability**	Mainstream tech; mirrorless, rotation-free, frictionless MMT® design
7	**Leading Tier 1 partner**	Tier 1 partner and investor Koito, enabling mass production at scale

Note: Largest known series production win by number of models awarded

Founder led team of lidar industry pioneers

VISIONARY TEAM WITH DECADES OF COLLECTIVE EXPERIENCE ACROSS ADVANCED LIDAR AND IMAGING TECHNOLOGIES

Jun Pei, PhD
CEO and Co-Founder

- Technology specialist in optics and electronics
- Founded AEP Technology, developing advanced 3D optical instruments
- Ph.D. in Electrical Engineering from Stanford

KLA · aep · Velodyne Lidar · Stanford

Mark McCord, PhD
CTO & Co-Founder

- Led Advanced Development at KLA-Tencor
- Former Associate professor at Stanford
- Ph.D. in Electrical Engineering from Stanford

KLA · IBM · Stanford

Winston Fu, PhD
Chief Financial Officer

- Founder Silicon Valley venture capital firm, LDV Partners
- Served as CFO and Chairman of Active-Semi before Qorvo acquisition and helped build many technology companies as an entrepreneur and/or board member
- Ph.D. from Stanford in Applied Physics, MBA from Kellogg School of Management

active-semi · USVP · LDV · Stanford

T. R. Ramachandran, PhD
Chief Marketing Officer

- 19 years experience in bringing advanced semi/systems products to market
- Deep experience across lidar markets & applications; ex-VP Product Mgmt at Velodyne
- Ph.D. in Materials Science from USC, focus on optoelectronics & nanotech

LSI / Avago Technologies · Velodyne Lidar · Stanford

Business Team

Mitchell Hourtienne
VP of Business Dev.
Infineon · Sensata Technologies

Klaus Wagner
Marketing Director
INNOVIZ TECHNOLOGIES

Andrew Klaus
Country Manager (Japan)
INNOVIZ TECHNOLOGIES

Balaji Ekambaram
Sr. Marketing Director
Velodyne Lidar

Henri Haefner
Marketing Director
Velodyne Lidar

Hull Xu
VP of Finance & Strategy
RBC · Agilent Technologies

Development Team

Liqun Han, PhD
SVP of Operations
KLA

Dongyi Liao, PhD
SVP of Applications
NVIDIA

Dennis Chang
VP of Manufacturing
ENWARE · BROMIC

Hao Wang, Ph.D.
Director of Q & R
SORAA

Key target markets

MULTIPLE LIDAR PRODUCTS SUPPORT A VARIETY OF END MARKET APPLICATIONS TODAY

Automotive

ADAS (L2+) – Primary Focus

OEM Series Production Vehicles

AV (L4+) – Adjacent

Robotaxi | Delivery | MaaS

Smart Infrastructure

Smart Cities

Roads | Tolling | Rail

Smart Spaces

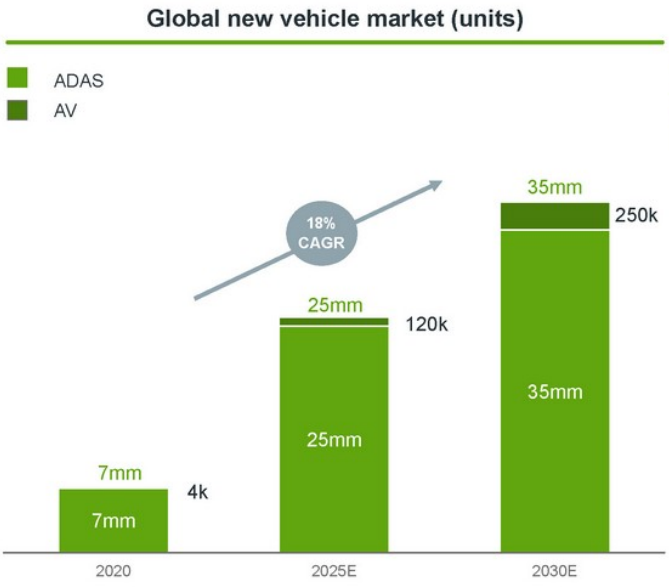
Crowd Analytics | Security & Safety

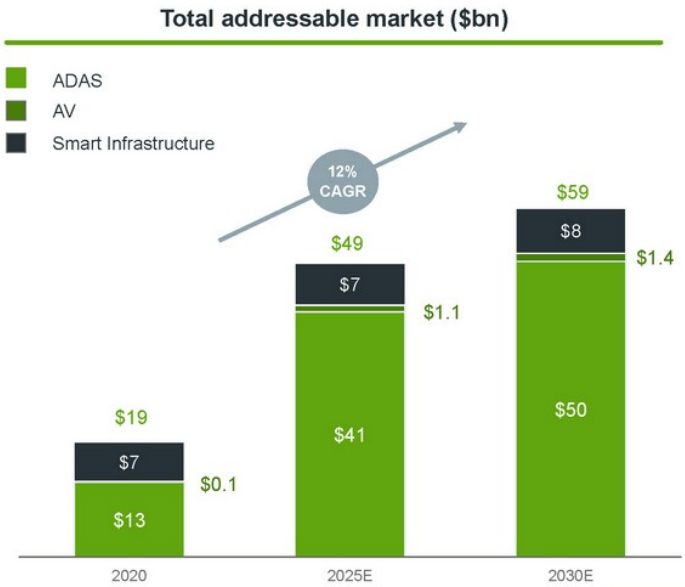
Smart Industrials

Industrials | Autonomous Ground Vehicles

ADAS represents the largest lidar market opportunity

SIGNIFICANT TOTAL ADDRESSABLE MARKET OPPORTUNITY





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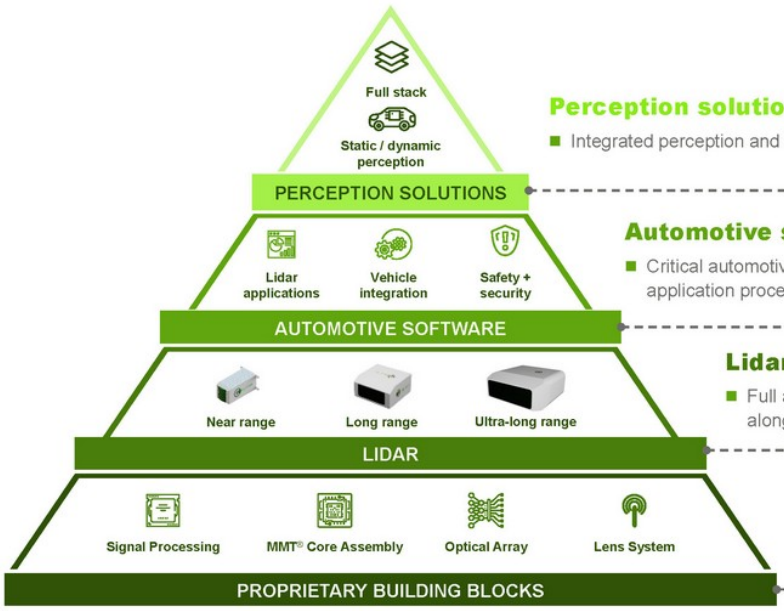
Source: Based on Cepton analysis of industry reports; ADAS represents L2+/L3 applications and AV represents L4/L5 applications

Cepton's end-to-end lidar solution platform

COMPREHENSIVE ADAS LIDAR SOLUTION PORTFOLIO ACROSS HARDWARE AND SOFTWARE



Perception solutions

- Integrated perception and full system solutions to enable multiple end market applications

Automotive software

- Critical automotive integration, safety and cybersecurity software on top of core lidar application processing functionality

Lidars

- Full auto-grade ADAS lidar portfolio (near range to ultra-long), alongside industrial grade lidars supporting diverse end markets

Proprietary building blocks

- Proprietary state-of-the-art ASICs and key optoelectronic and MMT® components

Cepton's superior lidar design choices

A BALANCED DESIGN APPROACH TO ACHIEVE A HIGHLY COMPETITIVE PERFORMANCE TO PRICE RATIO

ILLUMINATION

What type of laser to use?

905 nm Wavelength; Edge Emitting

Performance	✓ High brightness & efficiency with low power
Cost	✓ Already at $1 per piece at high volume
Reliability	✓ Autograde silicon-based components

Competitors' choices

1550nm Fiber Laser	× High cost & power, not auto-grade, high absorption by water
~15xx Tunable Laser	× Reliability (unproven for automotive), high cost, complexity, water absorption
~850nm VCSEL	× Low range / inadequate power

DETECTION

How to measure distance to objects?

Direct Time of Flight (TOF); Si APDs

Performance	✓ Long range detection with Class 1 eye safety
Cost	✓ Low cost with advanced custom ASIC
Reliability	✓ Simple design with mature technology

Competitors' choices

FMCW	× High complexity, high cost, lower frame rates
Histogram TOF	× Higher noise, poor range, complexity
InGaAs APD	× High cost, not autograde
SPAD / SiPM	× Sun noise, range limitation, maturity

IMAGING

How to form 3D images?

MMT®

Performance	✓ High field of view, resolution and frame rate
Cost	✓ Low cost with a simple mirrorless design
Reliability	✓ Frictionless design using common materials

Competitors' choices

Flash	× Poor range, high power, limited field of view
Sequential Flash	× Weak range, field of view tradeoff
Mechanical Rotation	× High complexity/cost, low reliability
MEMS / Galvo Mirror	× Low reliability, high cost
Other Mirror	× Range/optical inefficiency, complexity

Breakthrough MMT® for lidar imaging

Building Blocks

PATENT-PROTECTED, INNOVATIVE LIDAR TECHNOLOGY

IMAGING

MICRO MOTION TECHNOLOGY (MMT®)

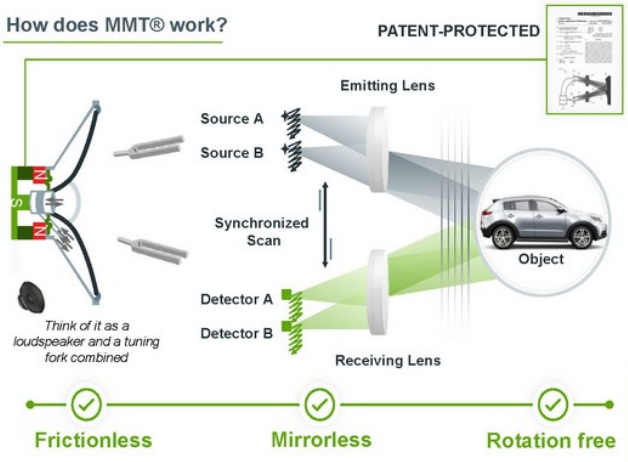
Scalable, licensable technology platform
Mirrorless, rotation-free, frictionless 3D imaging

Reliable	Durable, uses traditional / common materials
Versatile	Ability to achieve near- to ultra-long range and wide field of view
Innovative	Design simplicity combined with precision innovation Anchor patent covering all aspects
Efficient	Compact form factor, low power, inexpensive components
Scalable	Capability to scale-up to high manufacturing volumes

MMT® Design optimizes across key requirements

How does MMT® work?

PATENT-PROTECTED



Frictionless **Mirrorless** **Rotation free**

Cepton's proprietary lidar engine ASIC

Building Blocks

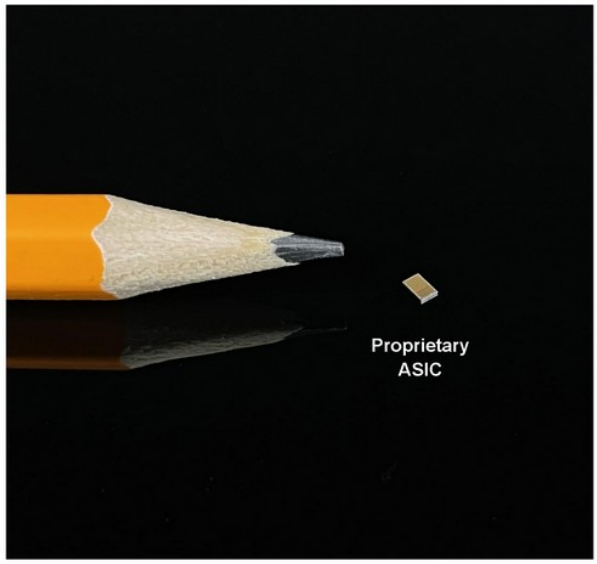
LIDAR FUNCTIONALITY EMBEDDED IN MINIATURE SYSTEM-ON-CHIP (SOC)

ILLUMINATION | DETECTION

SINGLE-CHIP LIDAR ENGINE ASIC

Feature-rich, powerful data processing SoC for lidar
Combines **illumination** control and **detection** functions

Reliable	Off-the-shelf, mature silicon process technology, manufactured by a top silicon foundry
Powerful	Lidar illumination control combined with sophisticated detection engine
Innovative	State-of-the-art signal processing maximizes range and minimizes noise
Inexpensive	Low cost, low power design, seamlessly integrated into proprietary micro-optical array
Available	Already shipping in automotive B-sample lidars



CEPTON

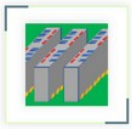
Designed from the ground up to support attractive pricing

Building Blocks

OUR TECHNOLOGY, MATERIALS AND SUPPLY CHAIN ARE DESIGNED TO ENABLE ADOPTION AT MASS SCALE

Optical Module

Off-the-shelf 905 nm lasers and silicon APDs (detectors), with CMs for micro-optical array manufacturing



Scanning Mechanism

Unique, patented, low-cost MMT® made with mainstream materials

Integration

High performance lidar engine ASIC with low power, low cost, miniature footprint

Supply Chain

Koito Tier 1 partnership + global CMs for high volume cost scale of key components

Cepton lidars: among smallest, most compact for ADAS

Lidar

CEPTON LIDARS ARE IDEALLY SUITED FOR OEM IMPLEMENTATION AND INTEGRATION

Behind windshield

- Easier portability across platforms
- Existing cleaning mechanism
- Potential for integrated sensor farm
- Superior road vision

Headlamp KOITO

- Compact design for easy placement
- Elegant, hidden integration
- Existing cleaning mechanism
- Dual sensor design for cut-in detection

Fascia

- Common placement area
- Minimal new real-estate needed
- Easily embeddable / non-intrusive
- Flexible placement for application

Compact size adapted for space constraints

Power efficient

Mature and scalable design for manufacturing

**Images courtesy of Cepton partners*

CEPTON

Cepton's comprehensive ADAS lidar portfolio

MULTIPLE PRODUCTS SUPPORTING A VARIETY OF USE CASES

Automotive Smart infrastructure

Auto-Grade Lidar Sensors

Vista X

Range	Up to 200m
Use Case	ADAS L2+/L3 AV L4+ Smart Infrastructure
Price (1)	<$500
Highlight	High res + range Compact Low power, cost

Vista T

Range	Up to 300m
Use Case	ADAS L2+/L3 AV L4+
Price (1)	<$500
Highlight	High res + range Embeddable Low power, cost

Nova

Range	Up to 30m
Use Case	Automated park assist ADAS L2+/L3, AV L4+ Smart Infrastructure
Price (1)	<$100
Highlight	Small wide field of view lidar Easy to hide/embed Ultra-low power, cost

Industrial Grade Lidar Sensors

Vista P / Sora P

Range	Up to 200m
Use Case	ADAS development platform Low-speed AV L4+ Smart Infrastructure
Price 1	<$1000
Highlight	Good resolution/range Compact, low power Cost-effective

(1) Refers to high volume target price

CEPTON

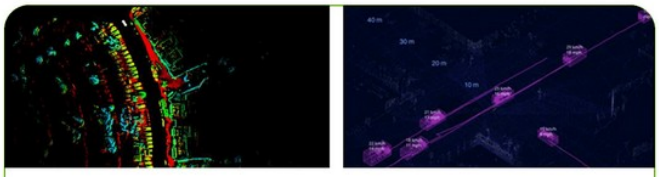
Advanced software for automotive integration and perception

SOFTWARE TO ENABLE SEAMLESS AUTOMOTIVE INTEGRATION AND LIDAR PERCEPTION TO SUPPORT OEM ADAS FEATURES

AUTOMOTIVE SOFTWARE

Seamless vehicle integration for ADAS series production	• AUTOSAR implementation • Extrinsic / dynamic calibration
OEM safety and security standards compliance	• ISO26262 / ASIL-B func safety • Cybersecurity
Support for OEM OTA subscription models	• Diagnostics • Over-The-Air update support

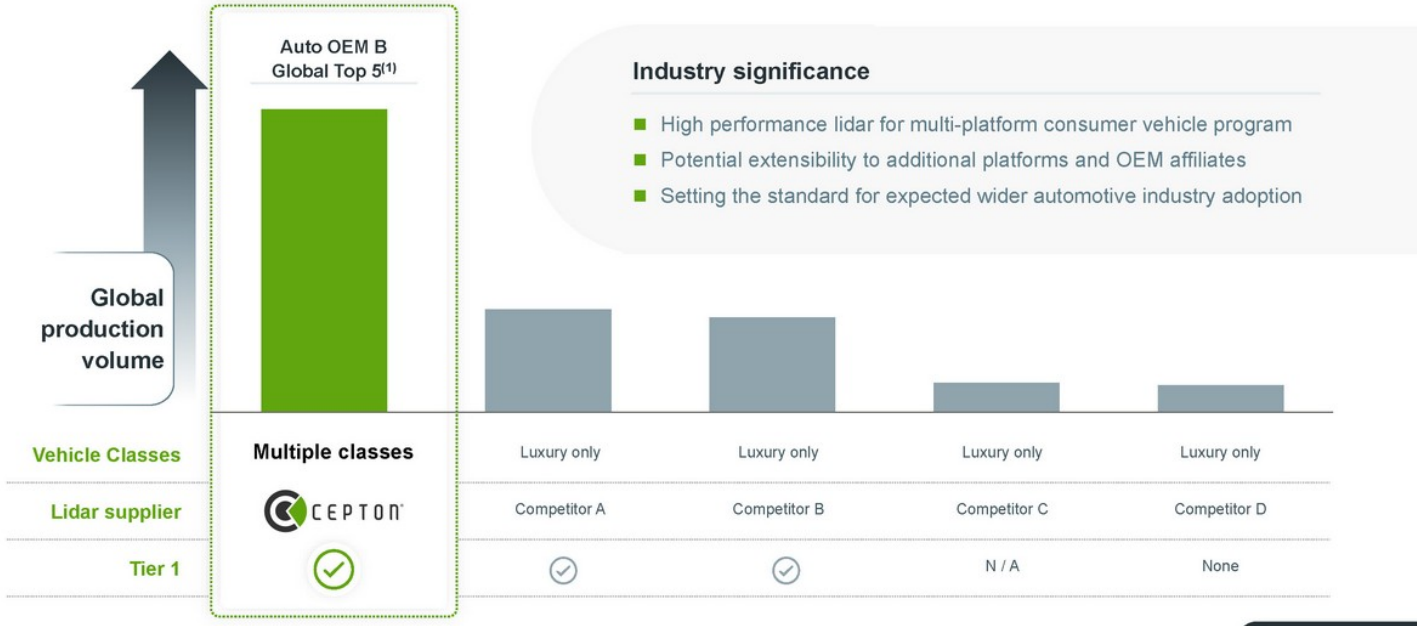
LIDAR PERCEPTION SOFTWARE



Feature-rich hardware accelerated perception	• Object detection + classification • Object velocity + tracking
Scalable platform for T1/OEM feature integration	• Lane mark & ground extraction • Free space/curb detection & more
Flexible engagement model	• Flexible development and licensing model for Tier 1/OEM engagements
Leverages experience in Smart Infra markets	• Productization proof points in Smart Cities & Smart Spaces

Most significant L2+ ADAS lidar series production win in industry

SIGNIFICANT ANTICIPATED GLOBAL SALES VOLUME AND GOOD AFFILIATE OPPORTUNITIES



Industry significance

- High performance lidar for multi-platform consumer vehicle program
- Potential extensibility to additional platforms and OEM affiliates
- Setting the standard for expected wider automotive industry adoption

Note: Largest known series production win by number of models awarded; illustrative relative volumes, graphic not to scale

(1) Based on IHS light vehicle production volume rankings for 2019

“Auto OEM B” ADAS lidar series production win overview

EXPECTED DEPLOYMENT ON MULTIPLE VEHICLE MODELS ASSOCIATED WITH 3 MAJOR VEHICLE PLATFORMS

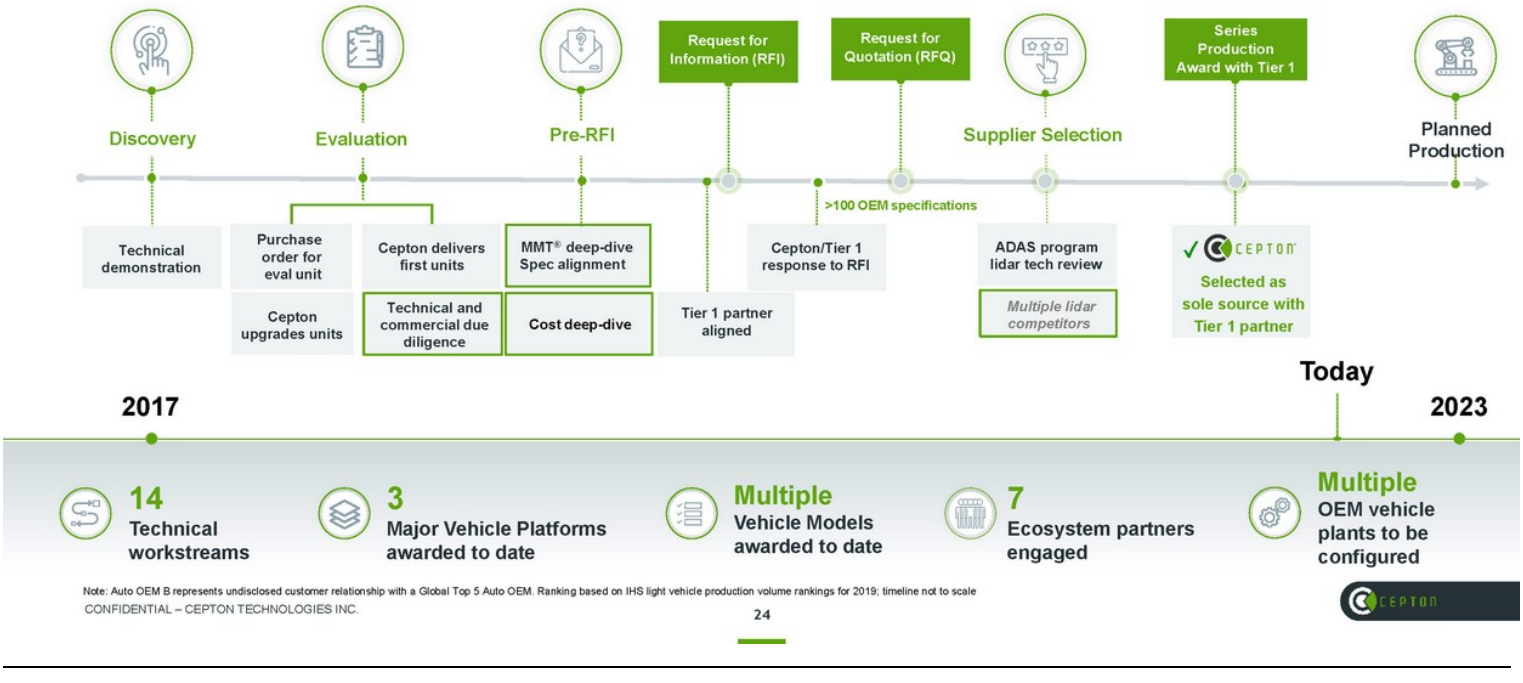
Secular tailwinds could drive further growth in lidar attach rates

- Growing customer expectations for built-in advanced safety features
- Attractive price points for ADAS and anticipated transition to feature subscription models
- Expected acceleration of EV transition enables hardware upgrades for L2+ ADAS lidar

Note: Auto OEM B represents undisclosed customer relationship with a Global Top 5 Auto OEM. Ranking based on IHS light vehicle production volume rankings for 2019; timeline not to scale

The journey to the ADAS series production win with Auto OEM B

STRONG AND ESTABLISHED RELATIONSHIP WITH OEM B FOLLOWING 3+ YEARS OF RIGOROUS ENGAGEMENT



14 Technical workstreams

3 Major Vehicle Platforms awarded to date

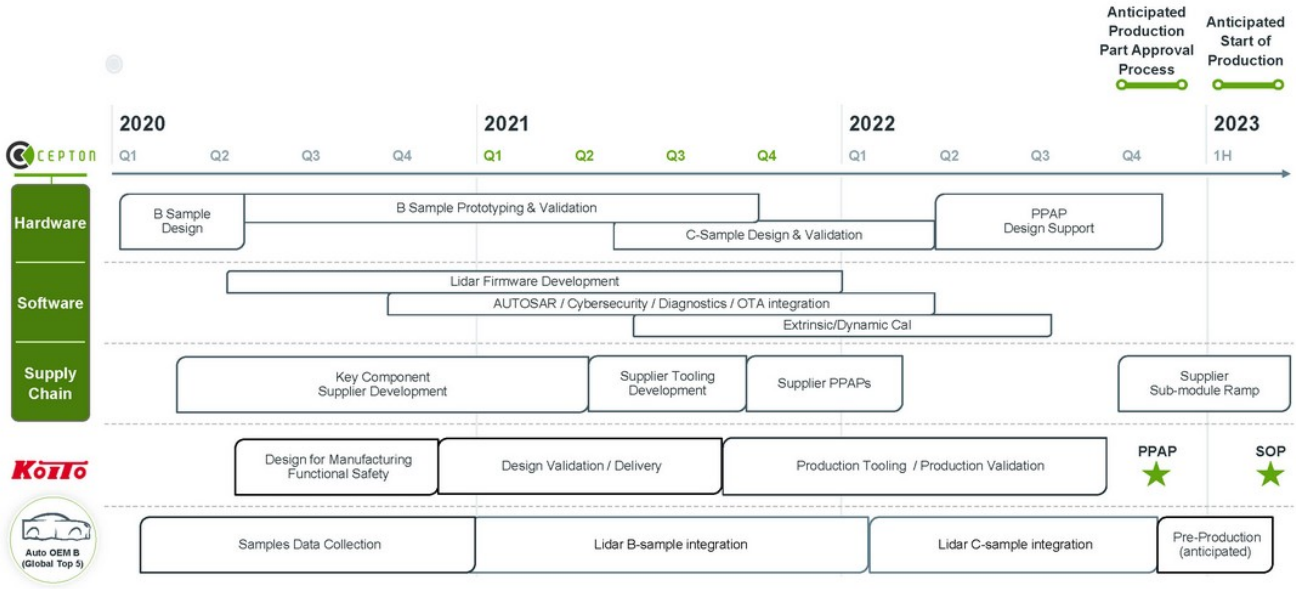
Multiple Vehicle Models awarded to date

7 Ecosystem partners engaged

Multiple OEM vehicle plants to be configured

Note: Auto OEM B represents undisclosed customer relationship with a Global Top 5 Auto OEM. Ranking based on IHS light vehicle production volume rankings for 2019; timeline not to scale

Vista anticipated series production target timeline at Auto OEM B



Note: Auto OEM B represents undisclosed customer relationship with a Global Top 5 Auto OEM. Ranking based on IHS light vehicle production volume rankings for 2019

Multi-platform win results in barriers to entry and flywheel effects

LONG DESIGN TIMELINE AND SIGNIFICANT DEVELOPMENT INVESTMENT

Embedded in Vehicle Design

ADAS function designed around Cepton lidar (optimized placement, compact design, low power) and specs

Development & Validation

Rigorous 3+ year design cycle

Scalability & Lower Cost

Planned mass volume production will enable lower costs across various programs

Manufacturing & Supply Chain

Embedded in OEM supply chain ecosystem for awarded vehicle platforms and models

OEM B production win positions Cepton for potential affiliate and new OEM programs

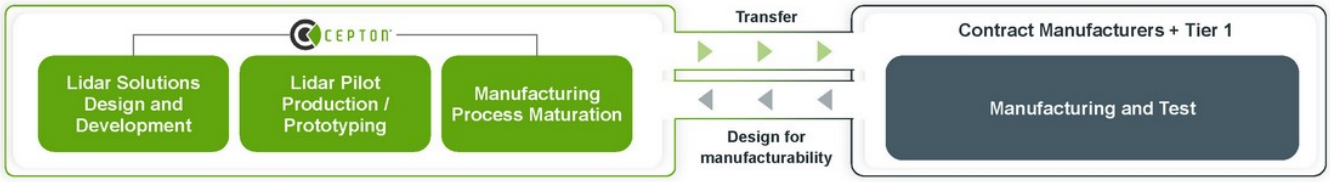
Cepton engagement model

DEEP, DIRECT RELATIONSHIPS WITH OEMS

Note: Target OEM partner ecosystem ordered by IHS light vehicle production volume rankings for 2019; EV companies ordered alphabetically

Efficient mass production plan

CAPITAL-EFFICIENT INDUSTRIALIZATION PROCESS LEVERAGES EXTERNAL EXPERTISE AND INTERNAL INNOVATION



Internal Expertise

- New product development and quick-turn design iterations
- Design, development and testing of ASICs
- Advanced lidar testing and validation
- Prototyping and low volume manufacturing

Leverage External Expertise

- Next-gen emitter/detector development
- Customized lens module manufacturing
- Key MMT® components
- Lidar qualification and manufacturing

- Internal new product prototyping
- New technology innovation with strategic partners
- Mass manufacturing with global certified manufacturers and Tier 1s

Why Cepton is winning

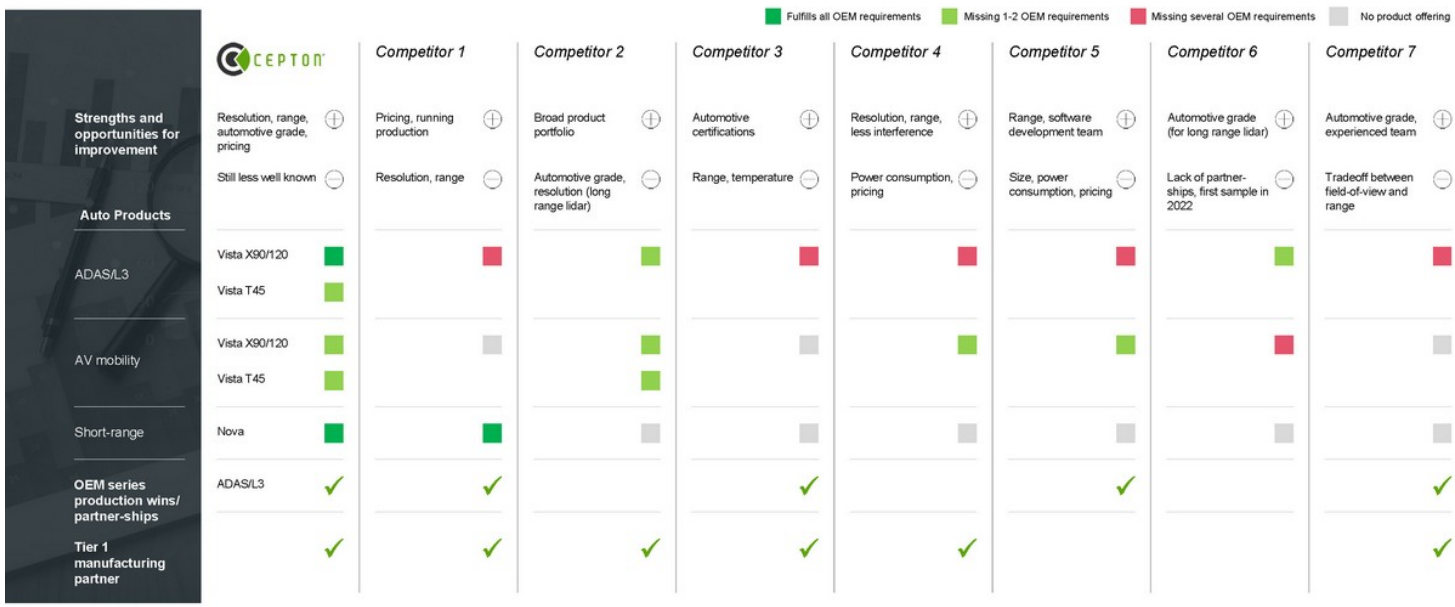
COMBINATION OF MARKET FOCUS, CUSTOMER TRACTION, AFFORDABLE PRICING AND SCALABLE MANUFACTURING

Key Criterion	Factors to consider	CEPTON	Competitor 1	Competitor 2	Competitor 3	Competitor 4	Competitor 5	Competitor 6	Competitor 7	Competitor 8
ADAS market focus	Product primary focus on ADAS lidar market	🟢	🟢	🔴	🟢	🟡	🟡	🔴	🟢	🟡
Performance for L2+ ADAS	Long range, high resolution and wide field of view	🟢	🔴	🟡	🔴	N/A	🟢	🔴	🔴	🟢
Significant ADAS L2+ OEM series production win	Expected deployment in a significant number of vehicle models with a global top 15 OEM	🟢	🟡	🔴	🟡	🔴	🔴	🔴	🔴	🔴
Path to aggressive cost at scaled volume	Ability to achieve low enough cost point for mass market vehicle volumes	🟢	🟢	🟡	🔴	🔴	🔴	🔴	🟢	🔴
Manufacturable in high volume	Technology capable of autograde reliability and mass market volume; Tier 1 partner for ADAS	🟢	🟢	🟡	🔴	🔴	🔴	🟡	🟢	🔴

🟢 Good 🟡 Weak 🔴 Poor

Note: N/A = information not available to assess

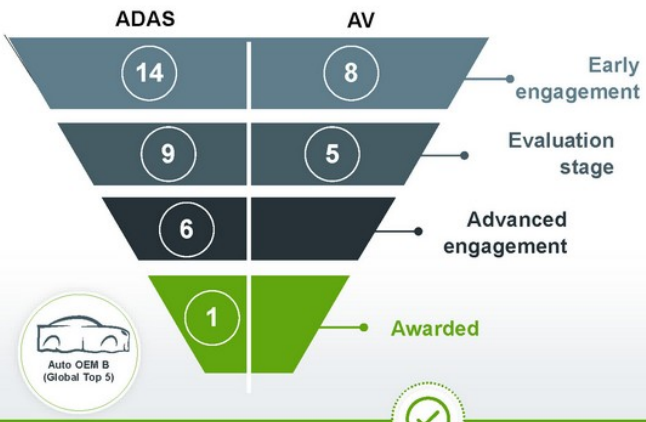
Third party validation: Cepton is the *only* lidar provider that fulfills *all ADAS* OEM requirements



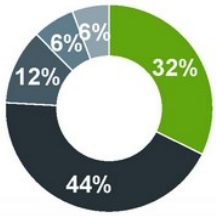
Source: Leading third party consulting firm; analysis conducted through expert interviews, product data sheets, investor presentations, supplier websites, press releases and market reports; study commissioned by Cepton

Large and diverse auto partner pipeline

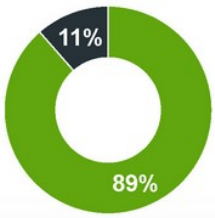
ENGAGEMENT PIPELINE SUPPORTS REVENUE VISIBILITY



2026E revenue mix by current engagement stage



2026E revenue mix by projected segment



Ongoing engagements with **10/10** top OEMs

8 Tier 1 engagements on proof of concept ("POC") or OEM programs

Note:
- Automotive engagement stages: 1) Awarded: Series production win achieved, expected revenue reflects expected terms of award; 2) Advanced engagement: Advanced stages of proof of concept projects or RFQ and/or affiliates/alliance partners of customers that have awarded Cepton series production wins for particular vehicle models
- Auto OEM B represents undisclosed customer relationship with a Global Top 5 Auto OEM. Ranking based on IHS light vehicle production volume rankings for 2019

Target markets in smart infrastructure

USE CASES AND KEY APPLICATIONS

Smart Cities

Roads

- Pedestrian safety
- Vehicle safety
- Wrong-way driving detection
- Emergency vehicle guidance
- Traffic flow management

Tolling

- Vehicle profiling/ classification
- Vehicle speeds and dimensions
- Axle classification
- Container scanning

Rail

- Obstacle detection
- Pedestrian detection
- Track health monitoring
- Intersection monitoring

Smart Spaces

Crowd Analytics

- Crowd analytics
- Retail / arena footfall
- Safe zones
- Social distancing

Security

- Critical infrastructure
- Area / zone access
- Gateway entry monitoring
- Anonymized surveillance

Safety

- Injury prevention
- Accident avoidance
- Workplace safety
- Early warning / alerts

Smart Industrials

Industrial

- Container scanning
- Free space detection
- Object detection
- Object classification

AGV

- 3D mapping
- Object detection
- Object classification
- Autonomous navigation

Cepton has established a strong pipeline in Smart Infrastructure

GROWING NUMBER OF SYSTEM INTEGRATOR (SI) AND OEM PARTNERSHIPS

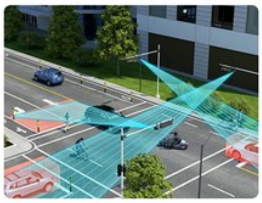
	Smart Cities	Smart Spaces	Smart Industrials
	 Smart roads; Smart tolling; Smart rail	 Crowd analytics; Security; Safety	 Industrial; AGV
Cepton Wins and Partner Engagements	• Road/rail engagements with 6+ OEMs • Strong worldwide SI partnerships – 8 and growing • Major Japan Tier 1 partner	• Partnerships with top SIs in retail, infra, airports, security markets • Multiple successful pilot projects in US/EU • World-leading solution pilot at top US intl. airport	• Top OEMs for AGV applications (mining, industrial, etc.) • Beachhead IND applications (ports, construction, util, etc.)
Go-to-market Strategy	• System Integrator (SI) partnerships		• Direct OEM engagements
Cepton Solutions	100-200m range, Hi-Res, MMT® lidar + perception solutions at affordable price points		 Vista-X; Vista-P, Sora-P

A leader in Smart Infrastructure

CEPTON IS A TOP DEPLOYER OF DIRECTIONAL LIDAR SOLUTIONS TO THE SMART INFRASTRUCTURE SPACE

Smart Cities

Major OEM



- Engaged for 2.5 years
- Feeder program for Smart Cities
- 8+ sites deployed

Major System Integrator

- Won major highway project
- Engaged for 1.5 years
- 3 active projects
- Discussing expanded partnership

Smart Spaces

Major System Integrator

- Long term contract in progress
- Engaged for 2+ years
- 5+ sites deployed

IIIIIITHE INDOOR Lab

- Deployed at Orlando Intl Airport, pilots at Big Box retail, stadiums
- Engaged for ~1.5 years
- 5+ sites deployed

Investment highlights

1. **Highly competitive price-for-performance lidar solutions, based on patented MMT®**
   - Patented design built from the ground up for commercialization at scale
   - Architecture that enables price points supporting mass market adoption
2. **Awarded industry's largest automotive OEM program**
   - Largest global ADAS lidar program with anticipated start of production in 2023
   - Award designation positions Cepton as a potential market leader
3. **Partnership with Koito, world's #1 Tier 1 auto lighting supplier(1)**
   - Accelerates product development and enables economies of scale
   - Accelerates OEM series programs with top OEMs
4. **Anticipated rapid scaling with high potential revenue visibility**
   - High visibility potential revenue expected to constitute ~64% of 2026E revenue, supported by 160+ pipeline opportunities
   - Diverse profile with total TAM ~$60bn, smart infrastructure business scaling ahead of auto
5. **Compelling financial profile**
   - Anticipated high growth at scale and attractive targeted profitability with target EBITDA margin 40%+
   - Capital efficient model leveraging Tier 1 and SI relationships, and contract manufacturing
6. **Founder-led, industry pioneer team**
   - Proven experience and track record in advanced lidar and imaging technology
   - Robust technology & product roadmap to rapidly move down cost curve

Note: High visibility potential revenue = automotive awarded + automotive advanced engagement and smart infrastructure production partners + smart infrastructure advanced engagement; Largest known series production win by number of models awarded

(1) Based on last reported pre-COVID-19 auto lighting revenue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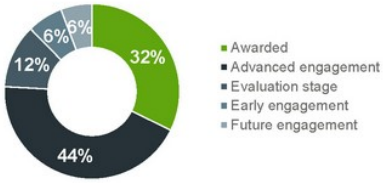
Financial overview

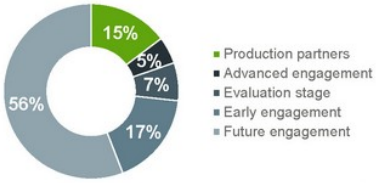
High visibility, diversified revenue plan

2026E Auto expected revenue mix by engagement stage



Expected Revenue: $965 m
Pipeline today: 43 pipeline engagements

2026E Smart Infrastructure expected revenue mix by engagement stage

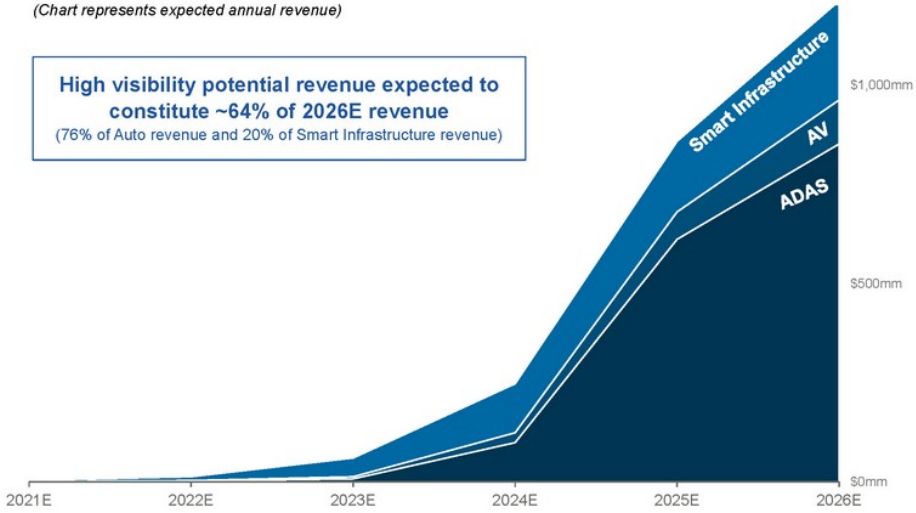


Expected Revenue: $250 m
Pipeline today: 126 pipeline engagements

Expected Revenue of $860mm+ by 2025, $1.2bn+ by 2026

(Chart represents expected annual revenue)

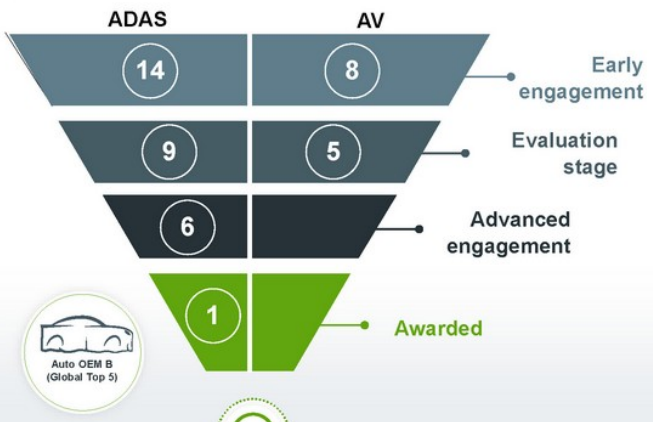
High visibility potential revenue expected to constitute ~64% of 2026E revenue
(76% of Auto revenue and 20% of Smart Infrastructure revenue)

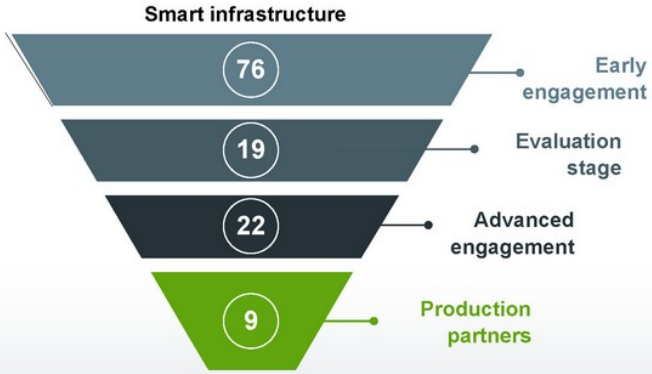


Note:
- High visibility potential revenue = automotive awarded + automotive advanced engagement and smart infrastructure production partners + smart infrastructure advanced engagement
- Automotive engagement stages: 1) Awarded: Series production win achieved, expected revenue reflects expected terms of award; 2) Advanced engagement: Advanced stages of proof of concept projects or RFQ and/or affiliates/alliance partners of customers that have awarded Cepton series production wins for particular vehicle models
- Smart Infrastructure engagement stages: 1) Production partners: lead partners with planned ramps and/or partnership contracts; 2) Advanced engagement: partners with ongoing pilots / POCs in advanced stages

Engagement pipeline supports our revenue visibility

LARGE AND DIVERSE PARTNER PIPELINE





Ongoing engagements with **10/10** top OEMs

126 current smart infrastructure engagements are expected to translate into **$109 million** of estimated revenue by 2026

Note:
- Automotive engagement stages: 1) Awarded: Series production win achieved, expected revenue reflects expected terms of award; 2) Advanced engagement: Advanced stages of proof of concept projects or RFQ and/or affiliates/alliance partners of customers that have awarded Cepton series production wins for particular vehicle models
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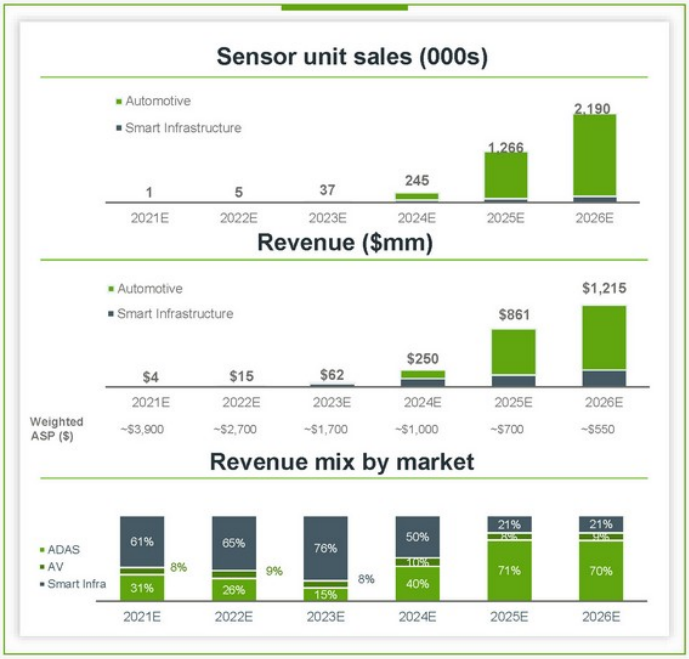
Expected high growth at scale



Commentary

- Cepton offers lidar and perception solutions across multiple segments
  - Automotive OEM mass market (L2+) - key focus area
  - Automotive AV (L4-L5) - adjacency
  - Smart infrastructure - smart cities, smart spaces and smart industrials
- Expected revenue ramp in 2024+ primarily driven by scaling of automotive series production programs
  - ADAS revenue ramp from OEM programs expected to represent approximately 70% of total revenue by 2026
  - Ongoing engagement with top tier OEMs and EV OEMs
- Smart infrastructure expected to generate significant revenue ahead of OEM production scaling in 2024
  - Represents majority of estimated revenue through 2023
  - Over 120+ smart infrastructure opportunities in pipeline
- High visibility potential revenue expected to constitute ~64% of 2026E revenue (76% of auto revenue and 20% of smart infrastructure revenue)

Note: High visibility potential revenue = automotive awarded + automotive advanced engagement and smart infrastructure production partners + smart infrastructure advanced engagement

Attractive margin profile and profitability

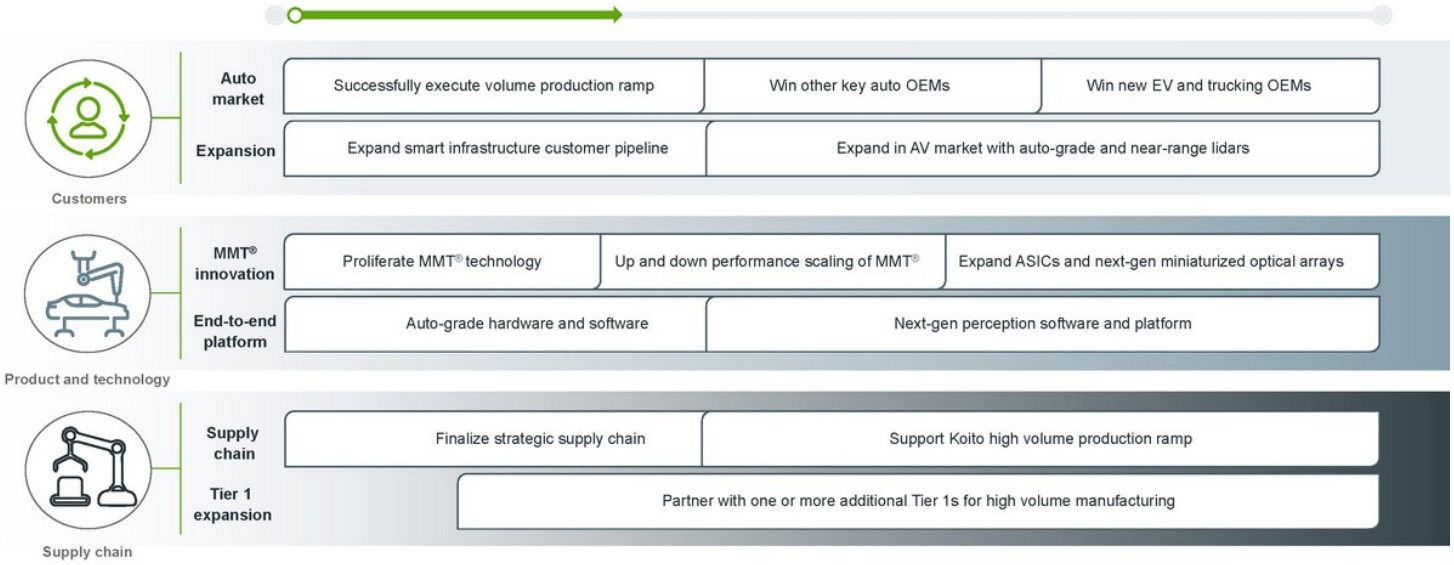
Commentary

- Structurally profitable, capital efficient business model
  - Mass-market OEM ADAS volumes enable economies of scale
  - MMT®, design choice, supply chain and manufacturing strategy drives best in class combination of performance, reliability and low cost
- Product adj. gross margin 30%+ 2021E, target 50%+ over time
  - Use of off the shelf, traditional materials and integration of key functions into inexpensive custom ASICs
  - Processes designed for volume manufacturing
  - Ability to sustain low ASPs maintaining attractive profitability
- Significant operating leverage and low capex requirements
  - Operating leverage from SG&A and R&D
  - Limited capex with Tier 1 relationship and CM production at scale
  - Tier 1 partnership: integration, qualification, certification and distribution
- Expect to achieve free cash flow breakeven by FY2024
- Long-term target: 40%+ adj. EBITDA margin

Note: Adj. gross profit margin excludes factory overhead; adj. EBITDA, adj. gross margin are not GAAP measures, see appendix for reconciliations

Use of proceeds

TO ACCELERATE CUSTOMER ACQUISITION, PRODUCT DEVELOPMENT AND SUPPLY CHAIN MATURATION

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Transaction overview

Transaction summary

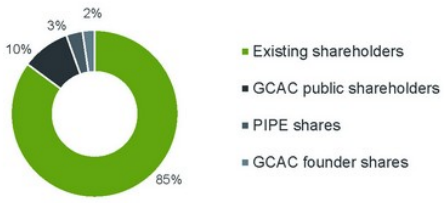
Pro forma valuation (mm, except per share data)[1]

Share price		$10.00
Pro forma shares outstanding		177.4
Pro forma equity value		**$1,774**
Less: Cash		($225)[2]
Pro forma firm value		**$1,549**
Transaction multiples	Metric	x
FV / 2025E revenue	$861	1.8x
FV / 2025E Adj. EBITDA	$339	4.6x

Illustrative sources ($mm)

Sources of consideration	
Rollover equity	$1,500.0
SPAC equity	$172.5
PIPE	$58.5
Total sources	**$1,731.0**

Pro forma ownership at close



Illustrative uses ($mm)

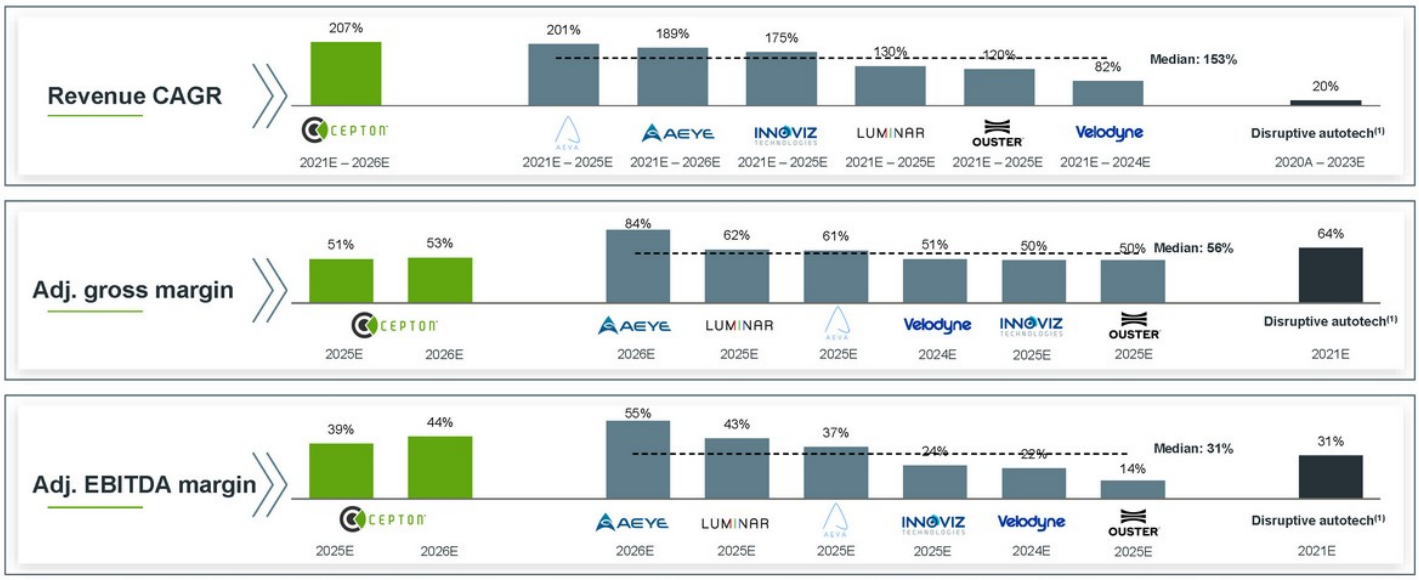
Uses of consideration	
Stock consideration	$1,500.0
Cash consideration	--
Cash to balance sheet	$191.0
Transaction costs	$40.0
Total uses	**$1,731.0**

Note: Assumes no redemptions from cash in trust account and assumes new shares issued at a price of $10.00. Pro forma share count includes ~150mm for existing shareholders, ~17mm for GCAC public shareholders, ~6mm for PIPE shares and ~4mm GCAC founder shares. Adj. EBITDA is not a GAAP measure, see appendix for reconciliations

(1) Values shown assuming $10.00 per GCAC share for illustrative purposes; pro forma valuation excludes the impact of warrants, unvested sponsorship shares and earnout shares

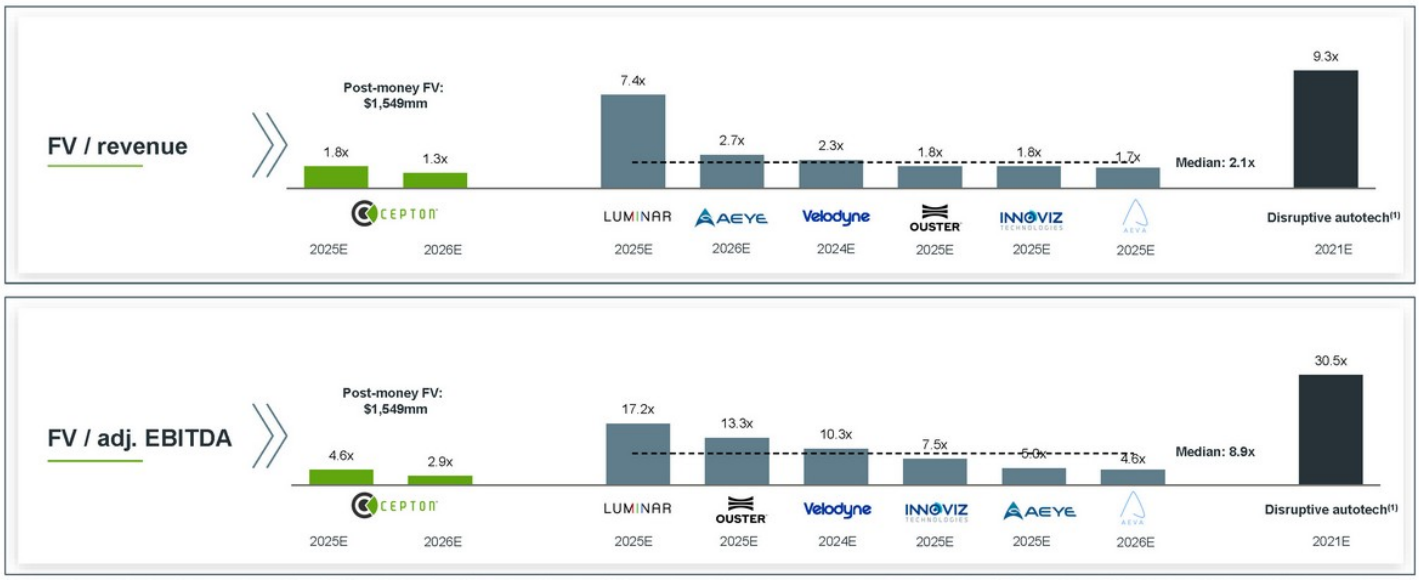
(2) Includes Cepton's net cash position of $34mm as of March 31, 2021

Operational benchmarking



Source: Investor presentations and Factset. Market data as of July 30, 2021 with the exceptions of Mobileye and Xilinx which reflect estimates at pre-announcement unaffected dates of March 10, 2017 and October 8, 2020, respectively (both included in disruptive autotech)
Note: Financials calendarized to 12/31. AEye SPAC transaction pending. Estimated margins are based on management forecasts for AEye. Adj. EBITDA, adj. gross margin are not GAAP measures, see appendix for reconciliations
(1) Represents the median of Melexis, Cree, NVIDIA, Ambarella, Xilinx and Mobileye. Xilinx's revenue CAGR represents 2018A – 2021E due to lack of estimates for 2022E. Mobileye's revenue CAGR represents 2016A – 2019E and adj. gross and adj. EBITDA margins represent 2017E

Valuation benchmarking



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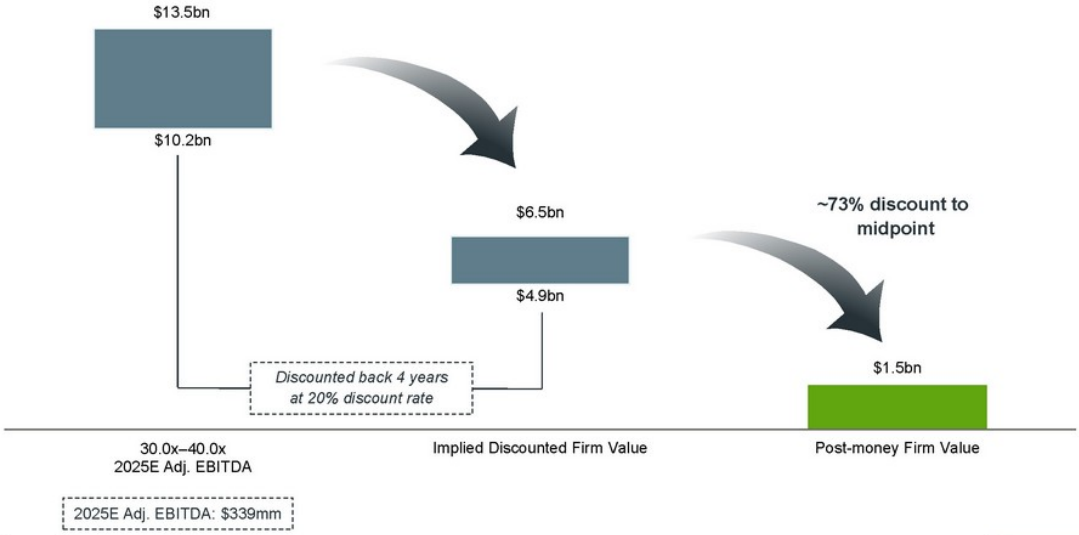
(1) Represents the median of Melexis, Cree, NVIDIA, Ambarella, Xilinx and Mobileye. Mobileye's FV / revenue and FV / adj. EBITDA represent 2017E

Transaction represents attractive discount

Comparable valuation sensitivity analysis | **Estimated transaction value**

Summary approach
- Applies a range of multiples to Cepton's 2025E adj. EBITDA ($339mm) to arrive at an implied future firm value
- The future firm value is discounted back at 20% to arrive at an implied discounted firm value



Note: Adj. EBITDA is not a GAAP measure, see appendix for reconciliations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Appendix

Non-GAAP financial measures reconciliation

FYE December 31	FY21E	FY22E	FY23E	FY24E	FY25E	FY26E
($ in thousands)						
GAAP Gross Profit	**1,046**	**4,997**	**27,732**	**115,913**	**437,363**	**637,143**
(+) Factory overhead	425	539	933	2,495	4,305	4,859
Adj. Gross Profit	**1,471**	**5,535**	**28,664**	**118,408**	**441,667**	**642,002**
Adj. Gross Profit Margin (%)	*33%*	*37%*	*46%*	*47%*	*51%*	*53%*
GAAP Operating Income	**(39,301)**	**(60,126)**	**(38,416)**	**46,340**	**326,491**	**519,920**
(+) Depreciation & Amortization	262	335	373	1,526	3,838	6,679
(+) Stock Based Compensation	3,291	4,155	5,246	6,623	8,361	10,556
Adj. EBITDA	**(35,748)**	**(55,635)**	**(32,797)**	**54,489**	**338,690**	**537,155**
Adj. EBITDA Margin (%)	*nm*	*nm*	*(53%)*	*22%*	*39%*	*44%*
Cash Flow From Operations	**(34,857)**	**(52,447)**	**(44,906)**	**12,314**	**144,430**	**405,679**
(+) Capital Expenditures	(5,736)	(7,581)	(4,119)	(11,090)	(16,400)	(16,800)
Free cash flow	**(40,593)**	**(60,028)**	**(49,025)**	**1,223**	**128,030**	**388,879**
Free Cash Flow Margin (%)	*nm*	*nm*	*(79%)*	*0%*	*15%*	*32%*

Material contract summary

Arrangement with Koito

As of January 2020, Cepton was chosen by Koito Manufacturing Co., Ltd. ("Koito") to supply Koito with ADAS lidar technology licenses and components for a major global automotive OEM ("Auto OEM B") series production program for mass-market consumer vehicles. The purpose of the arrangement is to enable Koito to manufacture automotive grade lidars using Cepton's MMT®. The lidars manufactured by Koito are to be supplied by Koito to Auto OEM B to fulfil the needs of its series production program. The expected production period of Cepton's arrangement with Koito is from 2023 through 2027. Production volume will ultimately be dependent on numerous factors and are binding only upon issuance of a purchase order.

Risk considerations

All references to the "Company," "we," "us" or "our" refer to the business of Cepton. The risks presented below are certain of the general risks related to the business of the Company, and such list is not exhaustive. Additional risks not presently known to us or that we currently believe are not material may also significantly affect our business, financial condition, results of operations or reputation. Our business could be harmed by any of these risks. The list below has been prepared solely for purposes of the private placement transaction, and solely for potential private placement investors, and not for any other purpose. You should carefully consider these risks and uncertainties, and should carry out your own diligence and consult with your own financial and legal advisors concerning the risks and suitability of an investment in this offering before making an investment decision. Risks relating to the business of the Company will be disclosed in future documents filed or furnished by the Company and/or Growth Capital Acquisition Corp. ("Growth Capital") with the United States Securities and Exchange Commission ("SEC"), including the documents filed or furnished in connection with the proposed transactions between the Company and Growth Capital. The risks presented in such filings will be consistent with those that would be required for a public company in their SEC filings, including with respect to the business and securities of the Company and Growth Capital and the proposed transactions between the Company and Growth Capital, and may differ significantly from, and be more extensive than, those presented below.

- Cepton is an early stage company with a history of losses and expects to incur significant expenses and continuing losses for the foreseeable future.
- Cepton's limited operating history makes it difficult to evaluate its future prospects and the risks and challenges it may encounter.
- Cepton's forecasts and projections are based upon assumptions, analyses and internal estimates developed by Cepton's management. If these assumptions, analyses or estimates prove to be incorrect or inaccurate, Cepton's actual operating results may differ materially from those forecasted or projected.
- Cepton continues to implement strategic initiatives designed to grow its business. These initiatives may prove more costly than it currently anticipates and Cepton may not succeed in increasing its revenue in an amount sufficient to offset the costs of these initiatives and to achieve and maintain profitability.
- If Cepton's lidar products are not selected for inclusion in advanced driver assistance systems (ADAS) and autonomous driving systems by automotive OEMs, automotive tier 1 companies, mobility or technology companies or their respective suppliers, its business will be materially and adversely affected.
- Cepton is reliant on key inputs and its inability to reduce and control the cost of such inputs could negatively impact the adoption of its products and its profitability.
- Continued pricing pressures, automotive OEM cost reduction initiatives and the ability of automotive OEMs to re-source or cancel vehicle or technology programs may result in losses or lower than anticipated margins, which will adversely affect Cepton's results of operations and financial condition.
- Cepton expects to incur substantial R&D costs and devote significant resources to identifying and commercializing new products, which could significantly reduce its profitability and may never result in revenue to Cepton.
- Although Cepton believes that lidar is the industry standard for autonomous vehicles and other emerging markets, market adoption of lidar is uncertain. If market adoption of lidar does not continue to develop, or develops more slowly than Cepton expects, its business will be adversely affected.
- Cepton is substantially dependent on its series production win with Auto OEM B and its relationship with Koito, and its business and prospects will be materially and adversely affected if Auto OEM B's development or launch plans for the multiple vehicle models in which Cepton's products are expected to be deployed are significantly scaled back or terminated.
- Cepton may experience difficulties in managing its growth and expanding its operations.
- Cepton relies on third-party suppliers and because some of the raw materials and key components in its products come from limited or single-source suppliers, Cepton is susceptible to supply shortages, long lead times for components, and supply changes, any of which could disrupt its supply chain and could delay deliveries of its products to customers.
- Because Cepton's sales have been partially to customers engaged in R&D projects and its orders are project-based, Cepton expects its results of operations to fluctuate on a quarterly and annual basis.
- Cepton's transition to an outsourced manufacturing business model may not be successful, which could harm its ability to deliver products and recognize revenue.
- If Cepton further expands its international manufacturing operations, it may face risks associated with manufacturing operations outside the United States.
- Even though many of the components in Cepton's lidars are modular and can be built using readily available materials, Cepton, its outsourcing partners and its suppliers may rely on complex machinery for Cepton's production, which involves a significant degree of risk and uncertainty in terms of operational performance and costs. Cepton, its outsourcing partners and its suppliers may also rely on highly-skilled labor for Cepton's production, and if such highly-skilled labor is unavailable, Cepton's business could be adversely affected.
- As part of growing its business, Cepton may make acquisitions. If Cepton fails to successfully select, execute or integrate its acquisitions, then its business, results of operations and financial condition could be materially adversely affected.
- Changes in Cepton's product mix may impact its financial performance.
- Cepton's sales and operations in international markets expose it to operational, financial and regulatory risks.
- The complexity of Cepton's products and the limited visibility into the various environmental and other conditions under which Cepton's customers use the products could result in unforeseen delays or expenses from undetected defects, errors or reliability issues in hardware or software which could reduce the market adoption of its new products, damage its reputation with current or prospective customers, expose Cepton to product liability and other claims and adversely affect its operating costs.
- Cepton may be subject to product liability or warranty claims that could result in significant direct or indirect costs, which could adversely affect its business and operating results.
- If Cepton or its suppliers do not maintain sufficient inventory or if they do not adequately manage their respective inventory, Cepton could lose sales or incur higher inventory-related expenses, which could negatively affect Cepton's operating results.
- The average selling prices of Cepton's products could decrease rapidly over the life of the product, which may negatively affect Cepton's revenue and gross margin. In addition, the selling prices Cepton is able to ultimately charge in the future for the products it is currently developing or commercializing may be less than what Cepton currently projects, which may cause Cepton's actual operating results to differ materially from its projections.
- Adverse conditions in the automotive industry or the global economy more generally could have adverse effects on Cepton's results of operations.
- The discontinuation, lack of commercial success, or loss of business with respect to a particular vehicle model or other customer solution for which Cepton is a significant supplier to, could reduce Cepton's sales and adversely affect its profitability.
- Since many of the markets in which Cepton competes are new to lidar and rapidly evolving, it is difficult to forecast mid-to-long-term end-customer adoption rates and demand for Cepton's products.
- Cepton targets many customers that are large companies with substantial negotiating power and potentially competitive internal solutions. If Cepton is unable to sell its products to these customers, its prospects and results of operations will be adversely affected.

Risk considerations (cont'd)

- Cepton's business could be materially and adversely affected if it lost any of its largest customers or if they were unable to pay their invoices.
- If Cepton is unable to establish and maintain confidence in its long-term business prospects among customers and analysts and within its industry or is subject to negative publicity, then Cepton's financial condition, operating results, business prospects and access to capital may suffer materially.
- Cepton's investments in educating its customers and potential customers about the advantages of lidar and its applications may not result in sales of Cepton's products.
- The period of time from engagement to a series production win and then to implementation is long, typically spanning over several years, especially in the automotive market, and Cepton's customer arrangements are subject to cancellation or postponement of contracts or unsuccessful implementation.
- Certain of Cepton's strategic, development, production partner and supply arrangements could be terminated or may not materialize into long-term contract partnership arrangements.
- Cepton operates in a highly competitive market and some market participants have substantially greater resources. Cepton competes against a large number of both established competitors and new market entrants.
- The markets in which Cepton competes are characterized by rapid technological change, which requires it to continue to develop new products and product innovations and could adversely affect market adoption of its products.
- Developments in alternative technology may adversely affect the demand for Cepton's lidar technology.
- Because lidar is new in most of the markets Cepton is seeking to enter, forecasts of market growth and Cepton's growth in the PIPE materials may not materialize as anticipated.
- Cepton may need to raise additional capital in the future in order to execute its business plan, which may not be available on terms acceptable to Cepton, or at all.
- If Cepton fails to maintain an effective system of internal controls, its ability to produce timely and accurate financial statements or comply with applicable regulations could be adversely affected.
- Changes in tax laws or exposure to additional income tax liabilities could affect Cepton's future profitability.
- Cepton's ability to use its net operating loss carryforwards and certain other tax attributes may be limited.
- Cepton's business depends substantially on the efforts of its co-founders, Dr. Jun Pei and Dr. Mark McCord, its executive officers and highly skilled personnel, and its operations may be severely disrupted if it lost their services.
- Cepton's business could be materially and adversely affected by the global COVID-19 pandemic or other health epidemics and outbreaks.
- Cepton's business is subject to the risks of earthquakes, fire, floods and other natural catastrophic events, global pandemics, and interruptions by man-made problems, such as terrorism. Material disruptions of Cepton's business or information systems resulting from these events could adversely affect its operating results.
- Interruption or failure of Cepton's information technology and communications systems could impact Cepton's ability to effectively provide its services.
- Cepton is subject to cybersecurity risks to operational systems, security systems, infrastructure, integrated software in its lidar solutions and customer data processed by Cepton or third-party vendors or suppliers and any material failure, weakness, interruption, cyber event, incident or breach of security could prevent Cepton from effectively operating its business and could subject Cepton to regulatory actions or litigation.
- Cepton is subject to governmental export and import control laws and regulations. Cepton's failure to comply with these laws and regulations could have an adverse effect on its business, prospects, financial condition and results of operations.
- Changes to trade policy, tariffs and import/export regulations may have a material adverse effect on Cepton's business, financial condition and results of operations.
- Cepton has in the past and may become involved in legal and regulatory proceedings and commercial or contractual disputes, which could have an adverse effect on its profitability and consolidated financial position.
- Cepton is subject to, and must remain in compliance with, numerous laws and governmental regulations across various jurisdictions concerning the manufacturing, use, distribution and sale of its products. Some of Cepton's customers also require that it comply with their own unique requirements relating to these matters. These could impose substantial costs upon Cepton and materially impact our ability to fulfil certain business opportunities.
- Cepton is subject to various environmental laws and regulations that could impose substantial costs upon Cepton.
- Cepton is subject to U.S. and foreign anti-corruption and anti-money laundering laws and regulations. Cepton can face criminal liability and other serious consequences for violations, which can harm its business.
- Cepton's business may be adversely affected by changes in automotive and laser safety regulations or concerns that drive further regulation of the automotive and laser markets.
- Autonomous and ADAS features may be delayed in adoption by OEMs, and Cepton's business impacted, as additional emissions and safety requirements are imposed on vehicle manufacturers.
- Cepton's business may be adversely affected if it fails to comply with the regulatory requirements under the Federal Food, Drug, and Cosmetic or the Food and Drug Administration.
- Failures, or perceived failures, to comply with privacy, data protection, and information security requirements in the variety of jurisdictions in which Cepton operates may adversely impact its business, and such legal requirements are evolving, uncertain and may require improvements in, or changes to, Cepton's policies and operations.
- Regulations related to conflict minerals may cause Cepton to incur additional expenses and could limit the supply and increase the costs of certain metals used in the manufacturing of its products.
- Despite the actions Cepton is taking to defend and protect its intellectual property, Cepton may not be able to adequately protect or enforce its intellectual property rights or prevent unauthorized parties from copying or reverse engineering its solutions. Cepton's efforts to protect and enforce its intellectual property rights and prevent third parties from violating its rights may be costly.
- Third-party claims that Cepton is infringing intellectual property, whether successful or not, could subject it to costly and time-consuming litigation or expensive licenses, and its business could be adversely affected.
- Cepton's intellectual property applications for registration may not issue or be registered, which may have a material adverse effect on Cepton's ability to prevent others from commercially exploiting products similar to Cepton's.
- In addition to patented technology, Cepton relies on its unpatented proprietary technology, trade secrets, designs, experiences, work flows, data, processes, software and know-how.
- Cepton may be subject to damages resulting from claims that it or its current or former employees have wrongfully used or disclosed alleged trade secrets of its employees' former employers. Cepton may be subject to damages if its current or former employees wrongfully use or disclose Cepton's trade secrets.
- Cepton will incur increased costs as a result of operating as a public company, and its management will devote substantial time to compliance with its public company responsibilities and corporate governance practices.
- Cepton's management team has limited experience managing a public company.
- Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our financial condition and results of operations.

Summary historical annual P&L

The financial results for the year ended December 31, 2019 and 2020 are not necessarily indicative of the results to be expected for the year ending December 31, 2021 or for any future interim periods and should be read in conjunction with "Risk Considerations" included in the investor presentation.

Subject to the foregoing qualifications, our audited results for the fiscal years ended December 31, 2019 and December 31, 2020 are:

FYE December 31	FY2019A	FY2020A
($ in thousands)		
Total Revenue	**4,132**	**2,006**
Growth (%)		*(52%)*
Gross Profit	**635**	**(1,740)**
Gross Profit Margin (%)	*15%*	*(87%)*
Total Operating Expenses	17,639	17,836
Operating Income	**(17,004)**	**(19,576)**
Operating Income Margin (%)	*nm*	*nm*
Net Income	**(16,757)**	**(19,634)**
Net Income Margin (%)	*nm*	*nm*

Note: Margins <-100% shown as "nm"

Summary quarterly P&L

The financial results for the three months ended March 31, 2021 are unaudited. The interim results for the three months ended March 31, 2021 are not necessarily indicative of the results to be expected for the year ending December 31, 2021 or for any future interim periods and should be read in conjunction with "Risk Considerations" and our historical results included in the investor presentation.

Subject to the foregoing qualifications, our unaudited results for the three months ended March 31, 2021 are:

FYE December 31	Q1 2021 (unaudited)
($ in thousands)	
Total Revenue	**438**
Growth (%)	*14%*
Gross Profit	**(681)**
Gross Profit Margin (%)	*nm*
Total Operating Expenses	**9,146**
Operating Income	**(9,827)**
Operating Income Margin (%)	*nm*
Net Income	**(9,822)**
Net Income Margin (%)	*nm*

Note: Margins <-100% shown as "nm"