

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

**SCHEDULE 13D/A**

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

**CEPTON, INC.**

(Name of Issuer)

**Common Stock, par value \$0.00001 per share**

(Title of Class of Securities)

**15673X 101**

(CUSIP Number)

**Satoshi Kabashima  
KOITO MANUFACTURING CO., LTD.  
4-8-3, Takanawa, Minato-ku  
Tokyo 108-8711  
Japan  
Telephone: +81-3-3447-5142**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**October 6, 2022**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**CUSIP No. 15673X 101**

1.	Names of Reporting Persons. <b>KOITO MANUFACTURING CO., LTD.</b>	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)  (a) <input type="checkbox"/>  (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions)  <b>WC</b>	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization  <b>Japan</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power  <b>19,624,741 shares of Common Stock</b>
	8.	Shared Voting Power  <b>0</b>
	9.	Sole Dispositive Power  <b>19,624,741 shares of Common Stock</b>
	10.	Shared Dispositive Power  <b>0</b>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  <b>19,624,741 shares of Common Stock</b>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11)  <b>12.6%*</b>	
14.	Type of Reporting Person (See Instructions)  <b>CO</b>	

\* Based on 155,608,919 shares of Common Stock outstanding as of August 1, 2022, as reported in the Cepton, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 filed with the Securities and Exchange Commission on August 11, 2022.

**Item 1. Security and Issuer**

This statement constitutes Amendment Number 3 to the Schedule 13D (this “Statement”) relating to shares of common stock, par value \$0.00001 per share (“Common Stock”), of Cepton, Inc., a Delaware corporation, whose principal executive offices are located at 399 West Trimble Road, San Jose, California 95131, and its designated business telephone number is (408) 459-7579 (the “Issuer”), and hereby amends the Schedule 13D filed with the Securities and Exchange Commission on February 18, 2022 (as amended from time to time, the “Initial Statement”) on behalf of the Reporting Person to furnish the additional information set forth herein. Information given in response to each item shall be deemed incorporated by reference in all other items as applicable.

**Item 4. Purpose of Transaction**

Item 4 is hereby supplemented by adding the following paragraph:

In consideration of the constructive discussions and the positive progress made during the initial period of exclusivity under the Exclusivity Agreement, on October 6, 2022, the Issuer and the Reporting Person entered into an agreement to extend the exclusivity period to 60 days after the date of the Exclusivity Agreement (the “Extension Agreement”). At this time, there can be no assurances that the Issuer will or will not enter into any definite agreements with the Reporting Person, issue any securities to the Reporting Person (including the CPS) or otherwise enter into any other strategic corporate transactions with the Reporting Person or, following expiration of the exclusivity period under the Extension Agreement (as it may be extended), any other third party.

A copy of the Extension Agreement is filed as Exhibit 99.3 to this Statement, and is incorporated by reference into this Item 4.

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

Item 6 of the Initial Statement is hereby amended by incorporating by reference in its entirety the extension agreement to the Exclusivity Agreement and the other matters set forth in Item 4 above.

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

<u>Exhibit No.</u>	<u>Description</u>
99.3	Exclusivity agreement extension letter, between the Reporting Person and the Issuer, dated as of October 6, 2022 (filed herewith).

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: October 6, 2022

**KOITO MANUFACTURING CO., LTD.**

By: /s/ Hideharu Konagaya

Name: Hideharu Konagaya

Title: Senior Managing Director

---

October 6, 2022

**CONFIDENTIAL**

Cepton, Inc.  
399 W. Trimble Road  
San Jose, CA 95131  
Attention: Dr. Jun Pei (Chairman of the Board & CEO)

Re: Extension of the Exclusivity Agreement

Ladies and Gentlemen:

Reference is made to the letter regarding exclusivity agreement dated September 6, 2022 (the “**Original Signing Date**”) between KOITO MANUFACTURING CO., LTD. (“**Koito**”) and Cepton, Inc. (“**Cepton**”) (the “**Exclusivity Agreement**”). Capitalized terms used and not otherwise defined herein shall have their respective meanings set forth in the Exclusivity Agreement.

In consideration of the constructive discussions between the parties and the positive progress made thus far in respect of the Potential Transaction, Koito and Cepton hereby mutually agree to extend the expiration date of the Exclusivity Agreement to 60 days after the Original Signing Date. Except as provided in this letter, the Exclusivity Agreement shall remain unchanged and in full force and effect.

This letter will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law rules of such state. Any dispute arising out of this letter shall be submitted to the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and Koito and Cepton hereby irrevocably agree to submit to the jurisdiction of such courts. This letter may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Please confirm your agreement with the foregoing by signing a copy of this letter where indicated below and returning the same to the undersigned.

Sincerely yours,

**KOITO MANUFACTURING CO., LTD.**

By: /s/ Michiaki Kato

\_\_\_\_\_  
Name: Michiaki Kato  
Title: President and COO

Accepted and Agreed:

**Cepton, Inc.**

By: /s/ Jun Pei

\_\_\_\_\_  
Name: Jun Pei  
Title: CEO

---