

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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)**

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)

September 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. KOITO MANUFACTURING CO., LTD.
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) WC
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 Japan
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. Sole Voting Power 19,624,741 shares of Common Stock
	8. Shared Voting Power 0
	9. Sole Dispositive Power 19,624,741 shares of Common Stock
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 19,624,741 shares of Common Stock
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) 12.6%*
14.	Type of Reporting Person (See Instructions) CO

* 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 2 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 paragraphs:

On September 6, 2022, the Issuer entered into an exclusivity agreement (the "Exclusivity Agreement") with the Reporting Person which grants the Reporting Person a 30-day exclusivity period during which the Issuer agreed not to, directly or indirectly, solicit, participate in negotiations with or furnish any confidential information to any person other than the Reporting Person with respect to the Issuer or any of its subsidiaries in connection with, or approve or enter into any agreement relating to, any alternative third-party proposal to make a material investment in, acquire a material equity interest in, or acquire a material portion of the assets of, the Issuer. Under the terms of the exclusivity agreement, the Issuer is not prohibited from soliciting, negotiating with, furnishing confidential information to, or approving or entering into any agreements with banks, lenders (except for strategic business partners) and other financial institutions for debt financing transactions. 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, any other third party.

A copy of the Exclusivity Agreement is filed as Exhibit 99.2 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 Exclusivity Agreement and the other matters set forth in Item 4 above.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Description
99.2	Exclusivity Agreement, between the Reporting Person and the Issuer dated as of September 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: September 8, 2022

KOITO MANUFACTURING CO., LTD.

By: /s/ Hideharu Konagaya

Name: Hideharu Konagaya

Title: Senior Managing Director

September 6, 2022

CONFIDENTIAL

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

Re: Exclusivity Agreement

Ladies and Gentlemen:

KOITO MANUFACTURING CO., LTD. (“**Koito**”) and Cepton, Inc. (“**Cepton**”) are discussing a possible investment in Cepton by Koito as described in the Non-Binding Indication of Interest dated August 29, 2022 delivered to you by Koito (the “**Potential Transaction**”). To induce Koito to proceed with its consideration of the Potential Transaction, and in consideration of the substantial expenditure of time and resources to be undertaken by Koito in connection with the Potential Transaction, Cepton hereby agrees as follows:

From the date of this letter until 30 days after the date of this letter, which date may be extended by mutual agreement in writing between Koito and Cepton, Cepton agrees that it will not, directly or indirectly, solicit, participate in negotiations with or furnish any confidential information to any person other than Koito with respect to Cepton or any of its subsidiaries in connection with, or approve or enter into any agreement relating to, any alternative third-party proposal to make a material investment in, acquire a material equity interest in, or acquire a material portion of the assets of, Cepton; *provided, however*, that the foregoing shall not prohibit Cepton from soliciting, negotiating with, furnishing confidential information to, or approving or entering into any agreements with banks, lenders (except for strategic business partners) and other financial institutions for debt financing transactions.

Nothing in this letter shall be construed as an obligation of the parties hereto to enter into definitive documentation regarding the Potential Transaction. The parties agree that they would be irreparably injured by a breach of this letter by the other party and that the non-breaching party shall be entitled, in addition to any and all other remedies, to injunctive relief and specific performance. 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