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): April 16, 2024

GENERATION ASIA I ACQUISITION LIMITED
(Exact name of registrant as specified in its charter)

Cayman Islands	**001-41239**	**98-1588665**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Boundary Hall, Cricket Square	
Grand Cayman, Cayman Islands	**KY1-1102**
(Address of Principal Executive Offices)	**(Zip Code)**

(345) 814-5580
Registrant's Telephone Number, Including Area Code

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A ordinary shares	**GAQ**	**The Nasdaq Stock Market**

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. ☐

Item 1.01. Entry into a Material Definitive Agreement.

As disclosed in a Current Report on Form 8-K that Generation Asia I Acquisition Limited, a Cayman Islands exempted company (the "***Company***"), filed on January 24, 2022 with the U.S. Securities and Exchange Commission (the "SEC"), the Company previously entered into an Investment Management Trust Agreement (the "***IMTA***"), dated January 19, 2022, with Continental Stock Transfer & Trust Company ("***CST***"), as trustee, as amended to date, including by that certain Amendment to Investment Management Trust Agreement dated as of July 14, 2023 and that certain Amendment No. 2 to Investment Management Trust Agreement dated as of January 18, 2024.

On April 16, 2024, the Company held an extraordinary general meeting of its shareholders (the "***Meeting***"). At the Meeting, the Company's shareholders of record as of March 25, 2024 (the "***Record Date***") approved an amendment (the "***IMTA Amendment***") to the IMTA that extends the date by which the Company must consummate a business combination transaction from July 23, 2024 on a monthly basis up to July 23, 2025 (which is 42 months from the date of the Company's initial public offering), by depositing into the trust account an amount equal to $35,000 for each one-month extension of the date by which the Company has to consummate a business combination effective immediately, as described in more detail in the definitive proxy statement on Form DEF 14A as filed with the SEC on March 29, 2024. Following such approval by the Company's stockholders, the Company and CST entered into the IMTA Amendment on April 16, 2024.

The foregoing description of the IMTA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the IMTA Amendment, a copy of which is filed herewith as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

At the Meeting on April 16, 2024, the Company's shareholders approved by special resolutions the amendments to the Company's Amended and Restated Memorandum and Articles of Association of the Company (collectively, the "***Articles Amendments***"), to, among other things, do the following:

(a) to extend the date by which the Company must consummate an initial business combination from July 23, 2024 to July 23, 2025; and

(b) to reduce the amount of monthly extension payments which the Company's sponsor, Generation Asia LLC, or its affiliates or designees, must deposit into the trust account of the Company from an amount equal to the lesser of (x) $125,000 or (y) $0.03 per public share multiplied by the number of public shares outstanding at that time for each one-month extension of the date by which the Company has to consummate an initial business combination, to an amount equal to $35,000 for each one-month extension of the date by which the Company has to consummate an initial business combination, which date may be extended by the Company pursuant to Article 49.7 of the Company's amended and restated memorandum and articles of association up to 12 times for an additional one month each time from July 23, 2024 until July 23, 2025 (which is a period of time ending 42 months from the consummation of the Company's initial public offering), unless the closing of a business combination shall have occurred prior thereto;

The foregoing description is qualified in its entirety by reference to the Articles Amendments, a copy of which is attached as Exhibit 3.1 hereto and is incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the Meeting, an aggregate of 13,958,081 of the Company's Ordinary Shares, which represents a quorum of the outstanding Ordinary Shares entitled to vote as of the Record Date, were represented in person or by proxy at the Meeting.

At the Meeting, the Company's shareholders voted on the following proposals, each of which was approved:

(1) ***The Extension Amendment Proposal****:* a proposal to amend, by way of special resolution, the Company's amended and restated memorandum and articles of association as provided by the first special resolution in the form

set forth in Annex A to the proxy statement, (a) to extend the date by which the Company must consummate an initial business combination from July 23, 2024 to July 23, 2025, and (b) to reduce the amount of monthly extension payments which the Company's sponsor, Generation Asia LLC, or its affiliates or designees, must deposit into the trust account of the Company from an amount equal to the lesser of (x) $125,000 or (y) $0.03 per public share multiplied by the number of public shares outstanding at that time for each one-month extension of the date by which the Company has to consummate an initial business combination, to an amount equal to $35,000 for each one-month extension of the date by which the Company has to consummate an initial business combination, which date may be extended by the Company pursuant to Article 49.7 of the Company's amended and restated memorandum and articles of association up to 12 times for an additional one month each time from July 23, 2024 until July 23, 2025 (which is a period of time ending 42 months from the consummation of the Company's initial public offering), unless the closing of a business combination shall have occurred prior thereto (the "***Extension Amendment Proposal***"). The following is a tabulation of the votes with respect to this proposal, which was approved by the Company's shareholders:

For	Against	Abstain
11,195,790	2,762,291	0

(2) ***The Trust Amendment Proposal****:* a proposal to amend, by way of ordinary resolution, by the affirmative vote of at least 65% of the votes of the then outstanding Class A Ordinary Shares and Class B Ordinary Shares, voting together as a single class, the Company's Investment Management Trust Agreement dated as of January 19, 2022 as amended to date, in the form set forth in Annex B to the proxy statement to, among other things, change the date by which the Company must consummate an initial business combination from July 23, 2024 to the monthly extended date or July 23, 2025, as the case may be, and amend other provisions of the Investment Management Trust Agreement related thereto (the "***Trust Amendment Proposal***" and together with the Extension Amendment Proposal, the "***Proposals***"). The following is a tabulation of the votes with respect to this proposal, which was approved by the Company's shareholders:

For	Against	Abstain
11,345,790	2,612,291	0

A proposal to adjourn the Meeting to a later date was not presented because there were enough votes to approve each of the other proposals.

No other items were presented for shareholder approval at the Meeting.

Item 7.01 Regulation FD Disclosure.

The information set forth below under this Item 7.01 is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Beginning on March 27, 2024, certain shareholders of the Company have submitted to the Company 2,422,500 Class B ordinary shares for the conversion into Class A ordinary shares, on a one-to-one basis, pursuant to the terms of the articles and memorandum of association of the Company. After processing all these conversions, 5,060,000 Class B Ordinary Shares will remain outstanding.

In connection with the Extension Amendment Proposal, the Company's shareholders elected to redeem 5,342,374 Class A Ordinary Shares, which represents approximately 69% of the shares that were part of the units that were sold in the Company's initial public offering. Such shareholders redeemed approx. $59,834,588.80 from the trust account of the Company. Following such redemptions, 2,357,355 Class A Ordinary Shares remain outstanding.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Amendments to Amended and Restated Memorandum and Articles of Association, effective April 16, 2024.
10.1	Amendment to Investment Management Trust Agreement, dated April 16, 2024
104	Cover Page Interactive Data File (formatted as Inline XBRL).

SIGNATURE

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

Date: April 18, 2024

GENERATION ASIA I ACQUISITION LIMITED

By: /s/ Roy Kuan
Name: Roy Kuan
Title: Chief Executive Officer

Exhibit 3.1

PROPOSED AMENDMENTS TO THE
AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
GENERATION ASIA I ACQUISITION LIMITED
(the "**Company**")

RESOLUTIONS OF THE SHAREHOLDERS OF THE COMPANY:

RESOLVED, as a special resolution THAT, effective immediately, the Amended and Restated Memorandum and Articles of Association of the Company be amended by:

(a)amending Article 49.7 by deleting the following:

> "If the Management anticipate that the Company may not be able to consummate a Business Combination within 18 months from the consummation of the IPO, the Management will, by way of a resolution of the Directors if requested by the Sponsor, extend the period of time to consummate a Business Combination by an additional one month up to 12 times (for a total of up to 30 months to consummate a Business Combination), subject to the Sponsor or its Affiliates or its designees depositing into the Trust Account an amount equal to the lesser of (x) $125,000 or (y) $0.03 per Public Share multiplied by the number of Public Shares outstanding at that time, in exchange for a non-interest bearing, unsecured promissory note, for each additional month on or prior to the date of the deadline. In addition, the Company will issue a press release the day after the deadline, announcing whether the funds have been timely deposited. The Sponsor and its Affiliates or designees are obligated to fund the Trust Account in order to extend the time for the Company to consummate a Business Combination, but the Sponsor will not be obligated to extend such time. In the event that the Company does not consummate a Business Combination by 18 months from the consummation of the IPO (or up to 30 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7 or Article 49.9) or within the period of any extension made pursuant to Article 49.8, any such promissory notes will be repaid only from funds held outside of the Trust Account or will be forfeited, eliminated or otherwise forgiven."

And replacing it with the following:

> "If the Management anticipate that the Company may not be able to consummate a Business Combination within 18 months from the consummation of the IPO, the Management will, by way of a resolution of the Directors if requested by the Sponsor, extend the period of time to consummate a Business Combination by an additional one month up to 24 times (for a total of up to 42 months to consummate a Business Combination), subject to the Sponsor or its Affiliates or its designees depositing $35,000 into the Trust Account, in exchange for a non-interest bearing, unsecured promissory note, for each additional month on or prior to the date of the deadline. In addition, the Company will issue a press release the day after the deadline, announcing whether the funds have been timely deposited. The Sponsor and its Affiliates or designees are obligated to fund the Trust Account in order to extend the time for the Company to consummate a Business Combination, but the Sponsor will not be obligated to extend such time. In the event that the Company does not consummate a Business Combination by 18 months from the consummation of the IPO (or up to 42 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7) or within the period of any extension made pursuant to Article 49.8, any such promissory notes will be repaid only from funds held outside of the Trust Account or will be forfeited, eliminated or otherwise forgiven."

(b)and amending Article 49.9 by deleting the following:

> "If the Company enters into a definitive agreement regarding the Company's initial Business Combination within 18 months from the consummation of the IPO, the Company will, by resolution of the Directors if requested by the Sponsor, extend the time available for the Company by an additional three months (for a total of 21 months to consummate a Business Combination) without depositing any additional fund into the Trust Account, and in connection with such extension, the holders of the Public Shares will not be offered the opportunity to vote or redeem their Shares. If the Company cannot consummate such initial Business Combination within 21 months from the consummation of the IPO, the Management will, by way of a resolution of the Directors if requested by the Sponsor, extend the period of time to consummate a Business Combination by an additional one month up to 9 times (for a total of up to 30 months to consummate a Business Combination), subject to the Sponsor or its Affiliates or its designees depositing into the Trust Account an amount equal to the lesser of (x) $125,000 or (y) $0.03 per Public Share multiplied by the number of Public Shares outstanding at that time, in exchange for a non-interest bearing, unsecured promissory note, for each additional month on or prior to the date of the deadline. In addition, the Company will issue a press release the day after the deadline, announcing whether the funds have been timely deposited. The Sponsor and its Affiliates or designees are obligated to fund the Trust Account in order to extend such time for the Company to consummate a Business Combination, but the Sponsor will not be obligated to extend such time. In the event that the

Company does not consummate a Business Combination by 18 months from the consummation of the IPO (or up to 30 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7 or Article 49.9) or within the period of any extension made pursuant to Article 49.8, any such promissory notes will be repaid only from funds held outside of the Trust Account or will be forfeited, eliminated or otherwise forgiven."

and replacing it with the following:

"Deleted."

(c)amending Article 49.10 by deleting the following:

"In the event that the Company does not consummate a Business Combination by 18 months from the consummation of the IPO (or up to 30 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7 or Article 49.9) or within the period of any extension made pursuant to Article 49.8, the Company shall:

(a)cease all operations except for the purpose of winding up;

(b)as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company (less taxes payable and up to US$100,000 of interest to pay dissolution expenses), divided by the number of then Public Shares in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and

(c)as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and other requirements of Applicable Law.

And replacing it with the following:

"In the event that the Company does not consummate a Business Combination by 18 months from the consummation of the IPO (or up to 42 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7) or within the period of any extension made pursuant to Article 49.8, the Company shall:

(a)cease all operations except for the purpose of winding up;

(b)as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company (less taxes payable and up to US$100,000 of interest to pay dissolution expenses), divided by the number of then Public Shares in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and

(c)as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and other requirements of Applicable Law."

(d)amending Article 49.11 by deleting the following:

"In the event that any amendment is made to the Articles:

(a)to modify the substance or timing of the Company's obligation to allow redemption in connection with a Business Combination or redeem 100 per cent of the Public Shares if the Company does not consummate a Business Combination within 18 months from the consummation of the IPO (or up to 30 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7 or Article 49.9); or

(b)with respect to any other provision relating to Members' rights or pre-Business Combination activity, each holder of Public Shares who is not the Sponsor, a Founder, Officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval or effectiveness of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes, divided by the number of then outstanding Public Shares, provided that no such Member acting together with any Affiliate of his or any other person with whom he is acting in concert or as a partnership, limited partnership, syndicate, or other group for the purposes of acquiring, holding, or disposing of Shares may exercise this redemption right with respect to more than 15 per cent of the Public Shares in the aggregate without the prior consent of the Company and provided further that any beneficial holder of Public Shares on whose behalf a redemption right is being exercised must identify itself to the Company in connection with any redemption election in order to validly redeem such Public Shares. The Company's ability to provide such redemption in this Article is subject to the Redemption Limitation."

and replacing it with the following:

"In the event that any amendment is made to the Articles:

(a)to modify the substance or timing of the Company's obligation to allow redemption in connection with a Business Combination or redeem 100 per cent of the Public Shares if the Company does not consummate a Business Combination within 18 months from the consummation of the IPO (or up to 42 months from the consummation of the IPO if an extension has been made pursuant to Article 49.7); or

(b)with respect to any other provision relating to Members' rights or pre-Business Combination activity, each holder of Public Shares who is not the Sponsor, a Founder, Officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval or effectiveness of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes, divided by the number of then outstanding Public Shares, provided that no such Member acting together with any Affiliate of his or any other person with whom he is acting in concert or as a partnership, limited partnership, syndicate, or other group for the purposes of acquiring, holding, or disposing of Shares may exercise this redemption right with respect to more than 15 per cent of the Public Shares in the aggregate without the prior consent of the Company and provided further that any beneficial holder of Public Shares on whose behalf a redemption right is being exercised must identify itself to the Company in connection with any redemption election in order to validly redeem such Public Shares. The Company's ability to provide such redemption in this Article is subject to the Redemption Limitation."

PROVIDED THAT this special resolution shall not be effective if as a consequence of redemptions submitted to the Company pursuant to Article 49.11 of the Articles the Company's net tangible assets would be less than US$5,000,001

Exhibit 10.1

AMENDMENT No. 3 TO INVESTMENT MANAGEMENT TRUST AGREEMENT

This AMENDMENT No. 3 TO INVESTMENT MANAGEMENT TRUST AGREEMENT (this "***Amendment Agreement***"), dated as of April 16, 2024, is made by and between Generation Asia I Acquisition Limited, a Cayman Islands exempted company (the "***Company***"), and Continental Stock Transfer & Trust Company, a New York corporation (the "***Trustee***"), and amends that certain Investment Management Trust Agreement, effective as of January 19, 2022 (as amended, amended or restated or otherwise modified from time to time, including by that certain Amendment to Investment Management Trust Agreement dated as of July 14, 2023 and that certain Amendment No. 2 to Investment Management Trust Agreement dated as of January 18, 2024, collectively, the "***Trust Agreement***"), by and between the Company and the Trustee. Capitalized terms used but not defined in this Amendment Agreement have the meanings assigned to such terms in the Trust Agreement.

WHEREAS, following the closing of the Company's initial public offering of 21,930,000 units, including the subsequent exercise in part of the underwriters' over-allotment option (the "***Offering***"), and concurrent sales of an aggregate of 7,379,000 private placement warrants, which includes the additional private sale conducted in connection with the subsequent exercise in part of the underwriters' over-allotment option, to Generation Asia LLC (the "***Private Placement Warrants***"), as of February 1, 2022, a total of $221,493,000 of the net proceeds from the Offering and the sale of the Private Placement Warrants was placed in the Trust Account;

WHEREAS, Section 1(i) of the Trust Agreement provides that the Trustee is to liquidate the Trust Account and distribute the Property in the Trust Account, including interest earned on the invested funds held in the Trust Account and not previously released to the Company to pay its taxes (less up to $100,000 of interest that may be released to the Company to pay dissolution expenses), only after and promptly after (x) receipt of, and only in accordance with, the terms of a Termination Letter in a form substantially similar to that attached to the Trust Agreement as Exhibit A or Exhibit B, as applicable, or (y) the later of (1) 18 months after the closing of the Offering (or up to 42 months after the closing of the Offering if an Extension has been effectuated pursuant to the terms of the Trust Agreement) and (2) such later date as may be approved by the Company's shareholders in accordance with the Articles, if a Termination Letter has not been received by the Trustee prior to such date upon an Extension effectuated pursuant to the terms of the Trust Agreement;

WHEREAS, Section 6(c) of the Trust Agreement provides that Section 6(i) of the Trust Agreement may only be amended by a writing signed by each of the Company and the Trustee with the affirmative vote of 65% of the then outstanding Class A Ordinary Shares and Class B Ordinary Shares of the Company, voting together as a single class;

WHEREAS, at a meeting of the shareholders of the Company held on or about the date hereof (the "***Meeting***"), at least 65% of the then outstanding Class A Ordinary Shares and Class B Ordinary Shares of the Company, voting together as a single class, have voted to approve this Amendment Agreement; and

WHEREAS, each of the Company and the Trustee desires to amend the Trust Agreement as provided herein.

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

1. Amendment to the Trust Agreement.

(a) Effective as of the execution hereof, the sixth recital of the Trust Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, if the Company does not consummate its initial Business Combination within the Initial Period, the Sponsor may extend the time to consummate the Company's initial Business Combination up to 24 times, each by a one-month period, up to a maximum of 42 months in the aggregate from the closing of the Offering (including the 18 months in the Initial Period), by depositing $35,000 into the Trust Account no later than the 18th month anniversary of the Offering, or any month thereafter through to the 42nd month anniversary of the Offering (each, a "Deadline"), for each monthly extension (each, an "Extension"); and"

(b) Effective as of the execution hereof, the seventh recital of the Trust Agreement is hereby deleted in its entirety.

(c) Effective as of the execution hereof, Section 1(i) of the Trust Agreement is hereby amended and restated in its entirety as follows:

"(i) Commence liquidation of the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter from the Company ("Termination Letter") in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, as applicable, signed on behalf of the Company by its Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust

Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes (which interest shall be net of taxes payable and less up to $100,000 of interest to pay dissolution expenses), only as directed in the Termination Letter and the other documents referred to therein, or (y) upon the date which is the later of (1) an Applicable Deadline, unless such Applicable Deadline is extended to the next Applicable Deadline in accordance with the Company delivering the Extension Letter (as defined below) to the Trustee pursuant to Section 1(m) below, in which case it will be the next Applicable Deadline or the 42th month anniversary of the Offering, as applicable, and (2) such later date as may be approved by the Company's shareholders in accordance with the Company's amended and restated memorandum and articles of association, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes (which interest shall be net of taxes payable and less up to $100,000 of interest to pay dissolution expenses), shall be distributed to the Public Shareholders of record as of such date. It is acknowledged and agreed that there should be no reduction in the principal amount per share initially deposited in the Trust Account;"

2. No Further Amendment. The parties hereto agree that except as provided in this Amendment Agreement, the Trust Agreement shall continue unmodified, in full force and effect and constitute legal and binding obligations of all parties thereto in accordance with its terms. This Amendment Agreement forms an integral and inseparable part of the Trust Agreement.

3. References.

(a) All references to the "***Trust Agreement***" (including "hereof," "herein," "hereunder," "hereby" and "this Agreement") in the Trust Agreement shall refer to the Trust Agreement as amended by this Amendment Agreement. Notwithstanding the foregoing, references to the date of the Trust Agreement (as amended hereby), and references in the Trust Agreement to "the date hereof," "the date of this Trust Agreement" and terms of similar import shall in all instances continue to refer to January 19, 2022.

(b) All references to the "amended and restated memorandum and articles of association" in the Trust Agreement (as amended by this Amendment Agreement) and terms of similar import shall mean the amended and restated memorandum and articles of association of the Company, as amended on or about the date hereof.

4. Governing Law; Jurisdiction. This Amendment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, State of New York, for purposes of resolving any disputes hereunder. AS TO ANY CLAIM, CROSS-CLAIM OR COUNTERCLAIM IN ANY WAY RELATING TO THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.

5. Counterparts. This Amendment Agreement may be executed in several original or facsimile counterparts, each one of which shall constitute an original, and together shall constitute but one instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Other Miscellaneous Terms. The provisions of Sections 6(c), 6(g) and 6(i) of the Trust Agreement shall apply *mutatis mutandis* to this Amendment Agreement, as if set forth in full herein.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have duly executed this Amendment Agreement as of the date first written above.

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, as Trustee

By: /s/ Francis Wolf
Name: Francis Wolf
Title: Vice President of Trust & Corporate Action Services

GENERATION ASIA I ACQUISITION LIMITED

By: /s/ Roy Kuan
Name: Roy Kuan
Title: Chief Executive Officer