THIS FORM OF ACCEPTANCE AND TRANSFER FOR THE OFFER SHARES (AS DEFINED BELOW) (THE "**FAT**") IS IMPORTANT. THIS FAT IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT. IF YOU ARE IN ANY DOUBT ABOUT THE OFFER (AS DEFINED BELOW) OR THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAT RELATES TO THE OFFER DOCUMENT DATED 6 OCTOBER 2017 (THE "**OFFER DOCUMENT**") IN RELATION TO THE OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAT SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN IN THE REGISTER OF MEMBERS OF GP BATTERIES INTERNATIONAL LIMITED (THE "**REGISTER**") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. ACCORDINGLY, OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

VOLUNTARY CONDITIONAL CASH OFFER (THE "OFFER") BY OVERSEA-CHINESE BANKING CORPORATION LIMITED ("OCBC BANK"), FOR AND ON BEHALF OF GP INDUSTRIES LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID UP ORDINARY SHARES ("GP BATTERIES SHARES") IN THE CAPITAL OF GP BATTERIES INTERNATIONAL LIMITED (THE "COMPANY" OR "GP BATTERIES") OTHER THAN GP BATTERIES SHARES ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AS AT THE DATE OF THE OFFER (THE "OFFER SHARES")

VOLUNTARY CONDITIONAL CASH OFFER FOR GP BATTERIES INTERNATIONAL LIMITED

FORM OF ACCEPTANCE AND TRANSFER FOR THE OFFER SHARES

(THIS FAT NEED NOT BE SUBMITTED TO BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. (THE "**REGISTRAR**") IF YOU DO NOT WISH TO ACCEPT THE OFFER)

(A) Number of Offer Shares Tendered in Acceptance of Offer	(B) Share Certificate No(s).	Consideration	FOR OFFICIAL USE
		Offer Price of S$1.30 for each Offer Share	

NOTE: Please refer to paragraph 1 on page 2 of this FAT for instructions on inserting the number of Offer Shares above. Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 3 November 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").

I/We, _____ (Passport/NRIC/Company Registration No.) _____
(Full name of Shareholder and joint Shareholder(s), if any)

Of (Address) _____

Telephone No. (Office/Home): _____ (Handphone): _____

E-mail: _____

do hereby transfer to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**") the Offer Shares as stated in (A) above comprised in the share certificate(s) stated in (B) above.

The consideration for acceptance of the Offer is the Offer Price, being S$1.30 in cash for each Offer Share, as stated in the Offer Document. The Offer Price is final and the Offeror does not intend to increase the Offer Price.

The acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAT to the Registrar, is subject to the terms and conditions set out in this FAT and in the Offer Document.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAT shall constitute my/our irrevocable acceptance of the Offer upon the terms and subject to the conditions contained in the Offer Document and this FAT. Except as expressly provided in the Offer Document, this FAT and the Singapore Code on Take-overs and Mergers, my/our acceptance of the Offer is irrevocable.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the Offer Shares stated in (A) above to the Offeror or the Transferee, and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the above-mentioned Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant, *inter alia*, that the Offer Shares in respect of which the Offer is accepted by me/us or on behalf of the beneficial owner(s) thereof are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from any claim, charge, pledge, mortgage, lien, option, equity, power of sale, declaration of trust, hypothecation, retention of title, right of pre-emption, right of first refusal, moratorium or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing; and (iii) together with all rights, benefits and entitlements attached thereto as at 22 September 2017 (the "**Offer Announcement Date**") and thereafter attaching thereto, including the right to receive and retain all dividends, rights, other distributions or returns of capital (if any) declared, paid or made by the Company in respect of the Offer Shares on or after the Offer Announcement Date.

Return of Offer Shares. In the event that the Offer does not become or is not being declared to be unconditional in all respects in accordance with its terms, I/we understand that this FAT, my/our share certificate(s) and any other accompanying document(s) will be returned to me/us at the address stated above, or if none is stated, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address set out in the Register by ordinary post at my/our own risk as soon as possible but in any event not later than 14 days from the lapse or withdrawal of the Offer.

Offer Unconditional. If I/we have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, payment will be sent to me/us (or my/our designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register) by ordinary post to my/our address as it appears in the Register at my/our own risk (or to such different name and address as may be specified by me/us in this FAT and at my/our own risk), by way of a S$ crossed cheque drawn on a bank in Singapore for the appropriate amount at my/our own risk, as soon as practicable in any event:

(i) in respect of valid acceptances of the Offer which are complete in all respects and are received **on or before** the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms (the "**Offer Unconditional Date**"), within seven Business Days of that Offer Unconditional Date; or

(ii) in respect of valid acceptances of the Offer which are complete in all respects and are received **after** the Offer Unconditional Date, but before the Offer closes, within seven Business Days of the date of such receipt.

Authorisation. I/We irrevocably authorise any person nominated in writing by the Offeror or by the Transferee to date this FAT and to complete the particulars of the Offeror or the Transferee on my/our behalf. I/We irrevocably authorise and direct the Offeror or its agent to send a S$ crossed cheque drawn on a bank in Singapore for the appropriate amount, being the consideration for the Offer Shares payable to me/us by ordinary post at my/our own risk to the address stated above or, if none is stated, to me/us (or in the case of joint accepting Shareholders, to the joint accepting Shareholder first-named in the Register) at the relevant address set out in the Register, by ordinary post at my/our own risk.

If you wish to accept the Offer, please sign below.

FOR INDIVIDUAL SHAREHOLDERS

Signed, sealed and delivered by the above-named Shareholder/first-named joint Shareholder in the presence of:

Witness' Signature: _____)
Name: _____)
NRIC/Passport No.: _____)
Address: _____)
Occupation: _____)

PLEASE SIGN HERE

_____
Signature of Shareholder/first-named joint Shareholder

Signed, sealed and delivered by the above-named joint Shareholder in the presence of:

Witness' Signature: _____)
Name: _____)
NRIC/Passport No.: _____)
Address: _____)
Occupation: _____)

_____
Signature of joint Shareholder, if any

FOR CORPORATE SHAREHOLDERS

The common seal of the above-named Shareholder was hereunto affixed in the presence of:)
)
)

_____ _____
Director Director/Secretary

Notes:

(1) A husband must not witness the signature of his wife and *vice versa*.
(2) In the case of joint shareholdings, this FAT must be signed by all joint Shareholders.
(3) In the case of a corporation, this FAT must be executed under its common seal, the seal being affixed and witnessed in accordance with its constitution and/or other constitutive documents and/or other regulations. If a corporation does not by the law of the country of its incorporation require a common seal to execute this FAT, this FAT may be executed in such other manner so as to be binding on the corporation under the laws of the country of its incorporation and acceptable to the Offeror. The Offeror will be entitled to call for such evidence of due execution or authority as it may think fit.

FOR OFFICIAL USE

The Offeror/Transferee hereby accepts the transfer of the number of Offer Shares as specified or comprised in this FAT, subject to the terms and conditions in the Offer Document and this FAT.

_____
Authorised Signatory

INSTRUCTIONS

This FAT is for the use of Shareholders who wish to accept the Offer in respect of all or part of the total number of Offer Shares represented by share certificate(s) held by them which have not been deposited with The Central Depository (Pte) Limited ("CDP"). Shareholders who hold the share certificate(s) for the Offer Shares beneficially owned by them and who wish to accept the Offer in respect of such Offer Shares should not deposit their share certificate(s) with CDP during the period commencing on the date of the Offer Document and ending on the Closing Date (both dates inclusive). Shareholders who deposit their share certificate(s) in respect of the Offer Shares beneficially owned by them with CDP during this period may not have their respective Securities Accounts credited with the relevant number of Offer Shares in time for them to accept the Offer. This FAT and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document.

This FAT has been sent to you on the understanding that all your Offer Shares are registered in your name. If, however, you have Offer Shares which are held on your behalf by CDP and you wish to accept the Offer in respect of some or all of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Authorisation for the Offer Shares (the "**FAA**") in accordance with the instructions printed thereon. A copy of the FAA may be obtained, upon production of satisfactory evidence that you are a Shareholder or have purchased the Offer Shares on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") (as the case may be), from **GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588. Electronic copies of the FAA may also be obtained on the website of the SGX-ST at www.sgx.com.**

1. **Acceptance by Shareholders.** If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:
   (i) complete page 1 of this FAT in accordance with the Offer Document and the instructions printed on this FAT. **In particular, you must state in (A) on page 1 of this FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in (B) on page 1 of this FAT the share certificate number(s) of the relevant share certificate(s).** If you:
      (a) do not specify a number in (A) on page 1 of this FAT; or
      (b) specify a number in (A) on page 1 of this FAT which exceeds the number of Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT,

      you shall be deemed to have accepted the Offer in respect of all the Offer Shares represented by the share certificate(s) attached hereto and/or other document(s) of title accompanying this FAT;
   (ii) sign this FAT in accordance with the provisions and instructions in the Offer Document and the provisions and instructions printed on this FAT (which provisions and instructions shall be deemed to form part of the terms of the Offer); and
   (iii) submit:
      (a) the duly completed and signed original of this FAT in its entirety (no part may be detached or otherwise mutilated);
      (b) the relevant share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Registrar relating to the Offer Shares in respect of which you wish to accept the Offer; and
      (c) any other relevant document(s),

      either:
      (1) **by <u>hand</u>** to **GP Industries Limited** c/o **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
      (2) **by <u>post</u>**, using the enclosed pre-addressed envelope **<u>at your own risk</u>**, to **GP Industries Limited** c/o **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**,

      in each case so that your acceptance arrives **NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE**. Proof of posting is not proof of receipt by the Offeror at the above addresses.

      The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore. Settlement of the consideration under the Offer will be subject to, amongst other things, the receipt of all relevant documents, properly completed.
2. **Unregistered Shareholding.** If your Offer Shares are represented by share certificate(s) which are not registered with the Company in your own name, you must send in, at your own risk, the relevant share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Registrar together with this duly completed and signed original FAT in its entirety (no part may be detached or otherwise mutilated), accompanied by transfer form(s), duly completed and executed by the person(s) registered with the Company as the holder of the Offer Shares and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or the Transferee or a person authorised by either).
3. **Date of FAT. Please do not date this FAT or insert the name of the Offeror or the Transferee.** This will be done on your behalf by a person nominated by the Offeror or the Transferee.
4. **Unavailable/Missing Documents.** If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution and deliver such share certificate(s) in accordance with the procedures set out in the Offer Document and this FAT. If your share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Registrar is/are not readily available or is/are lost, please contact **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**. This FAT should nevertheless be completed and delivered as above if you wish to accept the Offer. The unavailable/missing document(s) and/or satisfactory indemnities or appropriate statutory declarations should be forwarded to **GP Industries Limited** c/o **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** as soon as possible thereafter but in any event **not later than 5.30 p.m. (Singapore time) on the Closing Date**.
5. **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) required by the Offeror, OCBC Bank or the Registrar will be given.
6. **Shareholder Abroad.** If a Shareholder is away from home, for example, abroad or on holiday, this FAT should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, by express airmail) to the Shareholder for completion and execution. If he has executed a power of attorney, this FAT may be signed by the attorney but the attorney's signature on this FAT must be accompanied by a statement stating that this FAT is "**signed under a power of attorney which is still in force, no notice of revocation having been received**". In the latter case, the original power of attorney or a certified true copy thereof must be attached with this FAT. No other signatures are acceptable.
7. **Sole Shareholder Deceased.** If the sole Shareholder is deceased and if:
   (i) the grant of probate or letters of administration have been registered and lodged with **Boardroom Corporate & Advisory Services Pte. Ltd.**, this FAT must be completed and signed by all the personal representative(s) of the deceased and submitted to **GP Industries Limited** c/o **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**; or
   (ii) the grant of probate or letters of administration have not been registered and lodged with **Boardroom Corporate & Advisory Services Pte. Ltd.**, all the personal representative(s) of the deceased must personally proceed together to **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** with the original grant of probate or letters of administration. The grant of probate or letters of administration must be registered and lodged with **Boardroom Corporate & Advisory Services Pte. Ltd.** at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623** before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAT relates.
8. **Joint Shareholder Deceased.** If one of the joint Shareholders is deceased, this FAT must be completed and signed by all the surviving joint Shareholder(s) and lodged with **GP Industries Limited** c/o **Boardroom Corporate & Advisory Services Pte. Ltd.** by hand at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**, or by post using the enclosed pre-addressed envelope **at your own risk** to the address listed above, accompanied by the death certificate, grant of probate or letters of administration in respect of the deceased Shareholder.
9. **Particulars on Share Certificate(s).** If your name or other particulars are shown incorrectly on the share certificate(s), please carry out the following steps:
   (i) **Incorrect name.** Please complete this FAT with the correct name and deliver it with a statutory declaration or a letter from your bank or solicitor confirming that the person described on the share certificate(s) and the person who signed this FAT are one and the same.
   (ii) **Incorrect address.** Please write the correct address on this FAT and enclose a certified true copy of your identification document showing the correct address.
   (iii) **Change of name.** If you have changed your name, lodge your marriage certificate or the deed poll with this FAT for noting.
10. **Disclaimer and Discretion.** Each of the Offeror, OCBC Bank and the Registrar will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptances of the Offer through this FAT which does not comply with the provisions and instructions contained in the Offer Document and this FAT, as the case may be, or which is not accompanied by the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror, OCBC Bank and/or the Registrar, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAT is properly completed and executed in all respects, submitted with original signature(s) and that all required documents are provided. Any decision to reject or treat as valid this FAT will be final and binding and none of the Offeror, OCBC Bank or the Registrar accepts any responsibility or liability for such a decision, including the consequences thereof.

    Each of the Offeror, OCBC Bank and the Registrar reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAT, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and the instructions contained in this FAT. Any decision to treat such acceptances as valid will be final and binding and none of the Offeror, OCBC Bank or the Registrar accepts any responsibility or liability for such a decision, including the consequences thereof.

    The Registrar takes no responsibility for any decision made by the Offeror or OCBC Bank. Acceptances in the form of this FAT received by the Offeror, OCBC Bank and/or the Registrar on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.
11. **Risk of Posting.** All communications, notices, certificates, documents, payments and remittances to be sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the Register) will be sent by ordinary post to your address as it appears in this FAT or in the Register (if no such address is indicated in this FAT) at your own risk.
12. **Conclusive Evidence.** Submission of this duly completed and signed original of this FAT, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror and/or the Registrar, to the Offeror or its agents shall be conclusive evidence in favour of the Offeror, the Transferee, OCBC Bank and the Registrar of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.
13. **Governing Law and Third Party Rights.** By completing and submitting this FAT, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAT or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAT, has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

By completing and submitting this FAT, you (i) consent to the collection, use and disclosure of your personal data by the Registrar, Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, OCBC Bank and the Company (collectively, the "Authorised Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Authorised Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) agree that you will indemnify the Authorised Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.