

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Form of Share Offer Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Form of Share Offer Acceptance.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本股份要約接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本股份要約接納表格全部或任何部分內容或任何因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Share Offer Acceptance shall bear the same meanings as those defined in the composite document dated 30 April 2012 jointly issued by Caterpillar (Luxembourg) Investment Co. S.A., Caterpillar Inc. and ERA Mining Machinery Limited (the "Composite Document").

除文義另有所指外，本股份要約接納表格所用之詞彙與Caterpillar (Luxembourg) Investment Co. S.A.、Caterpillar Inc.及年代煤礦機電設備製造有限公司聯合刊發之日期為二零一二年四月三十日之綜合文件（「綜合文件」）所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"
除註明「毋須填寫本欄」之部份外，每項均須填寫

FORM OF SHARE OFFER ACCEPTANCE
股份要約接納表格

Branch Registrar in Hong Kong:
Boardroom Share Registrars (HK) Limited

香港股份過戶登記分處：
寶德隆證券登記有限公司

ERA Mining Machinery Limited
年代煤礦機電設備製造有限公司

(formerly known as "ERA Holdings Global Limited 年代國際控股有限公司")
(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock Code: 8043)
(股份代號: 8043)

12th Floor, The Lee Gardens,
33 Hysan Avenue,
Causeway Bay,
Hong Kong

香港銅鑼灣希慎道
33號利園12樓

VOLUNTARY CONDITIONAL OFFER BY CITIGROUP GLOBAL MARKETS ASIA LIMITED
ON BEHALF OF CATERPILLAR (LUXEMBOURG) INVESTMENT CO. S.A.
FOR THE ACQUISITION OF ALL THE ISSUED SHARES IN THE SHARE CAPITAL OF
ERA MINING MACHINERY LIMITED

由花旗環球金融亞洲有限公司代表CATERPILLAR (LUXEMBOURG) INVESTMENT CO. S.A.
提出收購年代煤礦機電設備製造有限公司股本中之全部已發行股份之自願有條件要約

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions herein and in the accompanying Composite Document
根據本表格及隨附綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之股份轉讓予下列「承讓人」。

Number of Shares tendered to the Cash Alternative 提交現金選擇之股份數目	FIGURES 數目	WORDS 大寫
Number of Shares tendered to the Loan Note Alternative 提交貸款票據選擇之股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票證書號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	Cash Alternative: 現金選擇:	HK\$0.88 in cash for each Share tendered for acceptance of the Share Offer 就接納股份要約提交之每股股份現金0.88港元
	Loan Note Alternative: 貸款票據選擇:	HK\$1.00 Loan Note for each Share tendered for acceptance of the Share Offer 就接納股份要約提交之每股股份之貸款票據1.00港元
TRANSFEREE 承讓人	Name: 名稱:	Caterpillar (Luxembourg) Investment Co. S.A.
	Correspondence address: 通訊地址:	4A rue Henri M. Schnadt, L-2530 Luxembourg
	Occupation: 職業:	Corporation 法團

Please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Share Offer.

請於下文簽署一次，以作為轉讓人接納股份要約。

Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. All joint holders must sign. 閣下應在並非另一名聯名持有者之18歲或以上人士之見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有者均須簽署。

Signed by the Transferor(s) in the presence of:
轉讓人在下列見證人見證下簽署:

Signature of Witness 見證人簽署 _____

Name of Witness 見證人姓名 _____

Address of Witness 見證人地址 _____

Occupation of Witness 見證人職業 _____

Authorised Signatory(ies) _____
授權簽署

Signature(s) of Transferor(s)/Company chop, if applicable
轉讓人簽署/公司印鑑 (如適用)

Date of submission of this Form of Share offer Acceptance
提交本股份要約接納表格

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有者
均須於本欄
簽署

DO NOT COMPLETE 毋須填寫本欄

Signed by the Transferee(s) in the presence of: 承讓人在下列見證人見證下簽署: Signature of Witness 見證人簽署 _____ Name of Witness 見證人姓名 _____ Address of Witness 見證人地址 _____ Occupation of Witness 見證人職業 _____	For and on behalf of 代表 Caterpillar (Luxembourg) Investment Co. S.A. Correspondence address: 4A rue Henri M. Schnadt, L-2530 Luxembourg 通訊地址: Occupation: Corporation 職業: 法團 Authorised Signatory(ies) _____ 授權簽署 Signature(s) of Transferee(s)/Company chop, if applicable 承讓人簽署/公司印鑑 (如適用)
Date of Transfer 轉讓日期 _____	

THIS FORM OF SHARE OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this Form of Share Offer Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Share Offer Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). Only one Form of Share Offer Acceptance will be accepted from each ERA Shareholder by the Registrar.

The acceptance of the Share Offer by persons who are citizens or residents or nationals of jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in such jurisdiction. Acceptance of the Share Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal and other requirements and that the Share Offer may be accepted by you lawfully under the laws of the relevant jurisdiction.

This Form of Share Offer Acceptance should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form.

HOW TO COMPLETE THIS FORM OF SHARE OFFER ACCEPTANCE

You should read the Composite Document before completing this form. To accept the Share Offer made by Citigroup for and on behalf of the Offeror, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the exact number of Shares in respect of which you wish to accept the Share Offer, to the Registrar at 12th Floor, The Lee Gardens, 33 Hysan Avenue, Causeway Bay, Hong Kong by no later than 4:00 p.m. on 21 May 2012 (being the Closing Date) or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce. Unless the Share Offer is extended or revised in accordance with the Takeovers Code, no Form of Share Offer Acceptance received after the Closing Date will be accepted.

If you require any assistance in completing this Form of Share Offer Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Share Offer, please contact the Registrar at 12th Floor, The Lee Gardens, 33 Hysan Avenue, Causeway Bay, Hong Kong or at its hotline at (852) 21531688.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: **The Offeror and Citigroup**

To: **ERA and the Registrar**

1. My/Our execution of this Form of Share Offer Acceptance (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our acceptance of the Share Offer made by Citigroup for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Document and this Form of Share Offer Acceptance in respect of the number of Shares specified in this form, and such acceptance shall be irrevocable except in the circumstances that the Executive requires that such Accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and Citigroup or their respective agent(s) to send a cheque marked "Not negotiable - account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer and (if applicable) any Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for Shares not taken up or, if applicable, Share certificate(s) in respect of the balance of such Shares (taking account of any stamp duty and the fees payable to the Registrar in respect of lost or unavailable Share certificates) by ordinary post at my/our own risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of ERA;
(Insert name and address of the person to whom the cheque should be sent (if different from the registered ERA Shareholder or the first-named of joint registered Shareholders))
Name: (in block letters)
 - Address:** (in block letters)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Share Offer Acceptance in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Citigroup and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Share Offer;
 - (e) my/our understanding that my/our execution of this Form of Share Offer Acceptance shall be deemed to constitute approval and/or acceptance of the Share Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Share Offer Acceptance, including any revision or extension of the terms of such Share Offer, in the case of any revision, where the Share Offer is revised and the consideration offered under such revised Share Offer does not represent on such date (on such basis as Citigroup, on behalf of the Offeror may consider appropriate) a reduction in the value of the Share Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror and/or Citigroup and/or the Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Share Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
 - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Closing Date;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Citigroup and/or their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein; and
 - (h) my/our irrevocable instruction and authority to the Offeror and/or Citigroup and/or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were Share certificate(s) delivered to the Registrar together with this Form of Share Offer Acceptance.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Citigroup that (i) the number of Share(s) specified in this Form of Share Offer Acceptance will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Citigroup or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his acceptance thereof, and is permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
 3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror and/or Citigroup and/or the Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or address is stated, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of ERA.
Note: Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by any of the Offeror and/or Citigroup and/or any of their agent(s) from ERA or the Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.
 4. I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror and/or Citigroup and/or the Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Share Offer Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
 5. I/We represent and warrant to each of the Offeror and/or Citigroup and/or the Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Share Offer Acceptance and I/we have the full right, power and authority tender and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Share Offer.
 6. I/We represent and warrant to the Offeror that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of ERA in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and any registration requirements which may be required and the compliance with all necessary formalities or legal requirements.
 7. I/We warrant to the Offeror that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of ERA in connection with my/our acceptance of the Share Offer.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Share Offer Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Citigroup and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

In accepting the Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your approval and/or acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Share Offer.

2. Purposes

The personal data which you provide on this Form of Share Offer Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification or compliance with the terms and application procedures set out in this Form of Share Offer Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the Register;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as financial advisers, and/or the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or ERA; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Share Offer Acceptance will be kept confidential but the Offeror and/or Citigroup and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, Citigroup, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Citigroup and/or the Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Citigroup and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Citigroup and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Citigroup and/or the Registrar has/have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Citigroup or the Registrar (as the case may be).

BY SIGNING THIS FORM OF SHARE OFFER ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、花旗及股份過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

閣下就股份接納股份要約時須提供所需之個人資料,倘閣下未能提供所需資料,則可能導致於處理閣下之批准及/或接納時無效、遭拒絕或受到延誤。其亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。

2. 用途

閣下於本股份要約接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途:

- 處理閣下之接納及核實或遵循本股份要約接納表格及綜合文件載列之條款及申請手續;
- 登記以閣下名義進行之股份轉讓;
- 保存或更新股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 自要約人及/或其代理(例如財務顧問)及/或股份過戶登記處發佈通訊;
- 編製統計資料及股東資料;
- 確定股東之獲益權利;
- 披露有關資料以方便進行權益申索;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露;
- 有關要約人或年代業務之任何其他用途;及
- 有關上文所述任何其他附帶或關連用途及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本股份要約接納表格提供之個人資料將會保密,惟要約人及/或花旗及/或股份過戶登記處為達致上述或有關任何上述之用途,可能作出彼等認為必需之查詢,以確認個人資料之準確性,尤其是彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)有關個人資料:

- 要約人、花旗、彼等之任何代理及股份過戶登記處;
- 為要約人及/或花旗及/或股份過戶登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與閣下進行交易或建議進行交易之任何其他個人或機構,例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 要約人及/或花旗及/或股份過戶登記處認為必需或適當情況下之任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例之規定,閣下有權確認要約人及/或花旗及/或股份過戶登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。根據該條例,要約人及/或花旗及/或股份過戶登記處有權就辦理獲取任何資料之請求收取合理費用。獲取資料或更正資料或獲取有關政策及慣例之資料及所持資料類別之所有請求均須提交予要約人、花旗或股份過戶登記處(視情況而定)。

閣下一經簽署本股份要約接納表格即表示同意上述所有條款。