CUMMINS RETIREMENT AND SAVINGS PLAN FOR NON-BARGAINING EMPLOYEES

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

JULY 1, 2013

INTRODUCTION

Cummins Inc. ("Company") sponsors the Cummins Retirement and Savings Plan for Non-Bargaining Employees ("Plan") for the benefit of eligible employees of the Company and its subsidiaries. The Company has filed a registration statement on Form S-8 with the Securities and Exchange Commission ("SEC") to register interests in the Plan and 500,000 shares of the Company's common stock to be issued pursuant to the Plan and the Cummins Retirement and Savings Plan for Non-Bargaining Employees. This document, together with the Summary Plan Description provided to you, as amended from time to time, ("Summary"), are the Prospectus for the Plan, as in effect on July 1, 2013. This Prospectus is part of the registration statement.

This Prospectus includes a general description of how the Plan works. The rules and governmental regulations that apply to the Plan are very complicated. Because this Prospectus is a general summary of a complicated legal plan document, it does not explain every possible situation that could arise under the Plan. If there are any differences between the information in this Prospectus and the formal Plan document, the Plan document will be followed.

WHERE YOU CAN FIND MORE INFORMATION

The Company files annual, quarterly, and current reports; proxy statements; and other information with the SEC. You may read and copy any document that we file at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site at http://www.sec.gov, from which you can electronically access the registration statement on Form S-8, of which this Prospectus forms a part, including the exhibits to the registration statement.

Certain contributions may be initially invested in the Company stock fund, however, you can find information about investment alternatives in the Summary.

The Company's common stock is traded on the New York Stock Exchange under the symbol "CMI".

DOCUMENTS INCORPORATED BY REFERENCE

The SEC allows us to incorporate information by reference into this Prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this Prospectus, unless superseded by information in this Prospectus. The following documents are incorporated by reference:

- The Company's Annual Report on Form 10-K for the year ended December 31, 2010;
- The Plan's Annual Report on Form 11-K for the fiscal year ended December 31, 2009;
- The Company's Current Report on Form 8-K dated February 10, 2011; and
- The description of the Company's common stock contained in the Registration Statement on Form 8-A filed with the SEC on March 7, 2011.

We also incorporate by reference all documents filed by the Company and the Plan under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act after March 7, 2011 and prior to such time as the Company files a post-effective amendment to its Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in the Registration Statement and to be a part thereof from the date of filing of such documents.

If the Company files a document with the SEC pursuant to this paragraph containing information that changes or supersedes any information in a document previously incorporated into the Prospectus by reference, the changed or superseding information shall be deemed incorporated herein.

You may request a copy of any filings referred to above (excluding exhibits), at no cost, by contacting us in writing or by telephone at the following address:

Cummins Inc.
Attn: **Mark J. Sifferlen**
Vice President – Ethics and Compliance and Corporate Secretary
Cummins Inc.
1800 One American Square
Indianapolis, IN 46282
317.610.2461

CUMMINS RETIREMENT AND SAVINGS PLAN FOR NON-BARGAINING EMPLOYEES

SUMMARY PLAN DESCRIPTION

July 1, 2013

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INTRODUCTION

Cummins Inc. (***"Cummins"***) has established the Cummins Retirement and Savings Plan for Non-Bargaining Employees (***"Plan"***) to help you save for retirement. This ***summary*** describes the principal provisions of the ***Plan*** in effect on July 1, 2013, for non-bargaining unit ***eligible employees,*** except for the following:

- ***employees*** at the Jamestown, New York, or Charleston, South Carolina, facilities who elected to continue participation in the pre-cash balance defined benefit plan; and
- hourly ***employees*** at Cummins Filtration's Lake Mills, Iowa, facilities.

The benefits for ***employees*** in the excluded groups listed above are described in other summary plan descriptions.

Although we have tried to keep this ***summary*** as simple as possible, the rules that apply to the ***Plan*** are complicated. If you have questions, the shaded box below tells you how to get the answers.

> If you have a question that is not answered by this ***summary***, you may obtain information by using any computer with internet access or by making a toll-free telephone call.
>
> To obtain information via internet access, you should visit the *Your Benefits Resources*™ web site at www.yourbenefitsresources.com/cummins. This web site is your best source for detailed, personal information about the ***Plan*** and your benefits. It is also the fastest way to make ***Plan*** transactions. The web site is available 24 hours a day, seven days a week.
>
> You may also obtain information by calling the Cummins Retirement Benefits Service Center toll-free at 1-800-682-8788.* This toll-free automated telephone system may be used to complete some of the same transactions that you can complete online. Simply follow the prompts, and the system will guide you through your transactions. Customer service associates are generally available from 7 a.m. to 6 p.m., Central Time, Monday through Friday.
>
> The *Your Benefits Resources*™ web site and the Cummins Retirement Benefits Service Center use state-of-the-art technology to ensure that only you have access to your personalized account information. When you visit the web site for the first time, you are asked to enter personal information to identify yourself and create a user identification and password. You use the same password to access the web site and the Cummins Retirement Benefits Service Center. After your first visit, you can also log on by using your Cummins WWID and password from the "Active Cummins Employee" link.
>
> *Outside the United States, Puerto Rico, and Canada, please call 1-847-883-2076 (this is a toll call).

The ***Plan*** consists of two parts, a profit sharing plan with a Section 401(k) feature and an employee stock ownership plan (***"ESOP")***.

The ***Plan*** allows ***eligible employees*** to make before-tax and/or after-tax contributions, and it provides for the following types of ***Cummins*** contributions:

- matching contributions, and
- retiree medical contributions.

All contributions**,** whether made by you or ***Cummins,*** are held by the ***trust*** for your benefit and are invested in one or more of the available investment options, based on your directions.

The ***Plan*** is subject to ***ERISA,*** which is a federal law that provides rights and protections for retirement plan participants. See **PARTICIPANT RIGHTS AND PROTECTIONS UNDER ERISA** on page 15 for more information about your rights.

WARNING

This ***summary*** describes the way in which the ***Plan*** usually works, but it does not describe every circumstance that might occur under the ***Plan.*** The official ***Plan*** document adopted by ***Cummins*** governs your rights. If there is any conflict between this ***summary*** and the ***Plan*** document, the ***Plan*** document will control. You have the right to review the ***Plan*** document or obtain a copy of it upon the payment of reasonable copying costs. If you wish to review or receive a copy of the ***Plan*** document, you should write to the ***administrator*** at the address indicated on page 15.

DEFINED TERMS

This ***summary*** contains defined terms that have special meanings. You need to know what these terms mean to understand the ***summary.*** Whenever we use a defined term, it is printed in bold italicized print (for example, ***summary***). The meanings of defined terms are found in Appendix A, which begins on page 17.

PARTICIPATION

When Participation Begins

You become a ***participant*** on the date on which you become an ***eligible employee.*** Once you become an ***eligible employee,*** it may take up to two weeks to update the recordkeeping system so that you can elect to make contributions. For information on how to make or change a contribution election, see **CONTRIBUTION ELECTIONS** on page 4.

When Participation Ends

You cease to be a ***participant*** at the time your entire interest under the ***Plan*** has been distributed.

Reemployment and Change in Employment Status

If your employment status changes so that you are no longer an ***eligible employee,*** but you are still an ***employee***, you will become a "limited ***participant.***" As a limited ***participant,*** you may no longer make contributions, and you are entitled to share in ***Cummins'*** contributions only to the extent expressly provided in the ***Plan.***

If you do not again become an ***eligible employee*** before you ***terminate employment,*** your ***accounts*** will be distributed as provided under **DISTRIBUTIONS AFTER TERMINATION OF EMPLOYMENT OR DEATH** on page 7. If you again become an ***eligible employee,*** you may resume making contributions and sharing in ***Cummins'*** contributions.

CONTRIBUTIONS AND ALLOCATIONS

Types of Contributions

The ***Plan*** provides for the following types of contributions:

- before-tax contributions,
- after-tax contributions,
- matching contributions,
- retiree medical contributions, and
- rollover contributions.

Participant Accounts

The ***Plan*** recordkeeper creates separate bookkeeping accounts in your name to keep a record of your interest under the ***Plan*** attributable to each type of contribution made on your behalf. These accounts record contributions, earnings and losses attributable to contributions, forfeitures, and distributions. You have the following ***accounts,*** if applicable:

- before-tax account, which records your interest attributable to before-tax contributions, including catch-up contributions;
- pre-1987 after-tax account, which records your interest attributable to after-tax contributions made before 1987;
- after-tax account, which records your interest attributable to after-tax contributions made after 1986;
- matching account, which records your interest attributable to matching contributions for ***plan years*** before 2008;
- safe harbor matching account, which records your interest attributable to matching contributions for ***plan years*** after 2007;
- profit sharing account, which records your interest attributable to profit sharing contributions to a predecessor plan and transferred to this ***Plan*** as the result of a plan merger;
- retiree medical account, which records your interest attributable to retiree medical contributions; and
- rollover account, which records your interest attributable to rollover contributions.

To the extent that an account is invested in the ***ESOP*** portion, a separate ***ESOP*** sub-account is established for that account (*e.g.,* ***ESOP*** safe harbor matching account).

If you participated in the ***Plan*** at a time when other types of contributions were made, or if you previously participated in another plan whose obligations have been assumed by the ***Plan,*** you may have other types of ***accounts*** in addition to those described above.

Automatic Contribution Arrangement

To make saving easier, the ***Plan*** has an automatic contribution arrangement. Under this arrangement, an election to contribute or not to contribute must be made within 60 days of becoming an ***eligible employee***. If no election is made within 60 days, you are deemed to have elected to contribute 6% of your ***plan compensation*** as before-tax contributions. Your deemed election becomes effective on the first payroll date after the 60-day period ends. See **CONTRIBUTION ELECTIONS** on page 4 for information on how to make an election and **BEFORE-TAX CONTRIBUTIONS** on page 3 for a discussion of before-tax contributions.

Contributions are withheld from your pay each pay period and contributed to the ***trust***. Unless you have made another investment election, your contributions are invested in the Vanguard Target Retirement Fund with the date that most closely corresponds to your 65th birthday.

You may elect to withdraw any automatic contribution amounts within 90 days after the first automatic contribution is withheld from your pay. Your election must be made by telephone as provided in the shaded box on page 1. The amount of your withdrawal will be adjusted for investment gains and losses.

Withdrawn automatic contribution amounts are subject to ordinary income taxes, but they are not subject to the additional 10% tax that applies to most distributions before age 59-½. If you elect to withdraw automatic contributions as provided in the preceding paragraph, you are deemed to have elected not to make before-tax contributions until you make a new election. Matching contributions related to withdrawn automatic contributions are forfeited.

Before-Tax Contributions

As an ***eligible employee,*** you may elect to have a specified whole percentage of your ***plan compensation*** withheld from your pay each pay period and contributed to the ***trust*** as a before-tax contribution. The procedure for electing to make contributions is described under **CONTRIBUTION ELECTIONS** on page 4. Your contributions are subject to the limitations described under **BEFORE-TAX CONTRIBUTION LIMITS** on page 3.

In general, your before-tax contributions are excluded from income for federal and state income tax purposes, giving you an immediate tax benefit. Your contributions are included in your wages for Social Security and Medicare tax purposes, however.

Your before-tax contributions are contributed to the ***trust*** and allocated to your before-tax account after they are withheld from your pay.

The following example shows how you might benefit by making before-tax contributions. You may wish to consult with an accountant or financial advisor to determine the impact of making before-tax contributions on your personal tax situation.

Example: Janice Jones' ***plan compensation*** for a year is $50,000. Her marginal federal income tax rate is 25%, and her marginal state income tax rate is 3.4%. Janice elects to contribute 10% of her ***plan compensation*** (or $5,000) as before-tax contributions. By making $5,000 in before-tax contributions, Janice reduces her federal and state taxes by $1,420. She may use this amount for further savings or other expenses. Janice also receives matching contributions, which further increase her retirement savings.

> By making before-tax contributions, you reduce your current income taxes. In addition, you will receive safe harbor matching contributions.

Before-Tax Contribution Limits

Your before-tax contributions are subject to both of the following limits:

- 50% of your ***plan compensation,*** and
- the annual before-tax contribution limit under the ***Code*** ($17,500 for 2013). This limit is increased from time to time to reflect increases in the cost of living.

If you exceed either of these limits, the ***Plan*** returns your excess contributions, as required by law. We will notify you if this occurs.

> Your before-tax contributions are subject to a number of limits. To the extent that your elected before-tax contributions exceed these limits, they are reduced.

Catch-Up Contributions

You may elect to make additional before-tax contributions, called "catch-up contributions," for a ***plan year,*** if you are at least age 50 at the end of that year. The procedure for electing contributions is described under **CONTRIBUTION ELECTIONS** on page 4. Your catch-up contributions are contributed to the ***trust*** and allocated to your before-tax account after they are withheld from your pay.

If you have made the maximum regular before-tax contributions permitted for the year, your elected catch-up contributions are not subject to the limits on regular before-tax contributions and other types of contributions. They are subject to a separate annual limit ($5,500 for 2013), which is adjusted periodically to reflect increases in the cost of living. To the extent that you have not made the maximum regular before-tax contributions permitted for a year, your elected catch-up contributions are treated as regular before-tax contributions, subject to all of the limits described under **BEFORE-TAX CONTRIBUTION LIMITS** on page 3.

The federal income tax consequences of making catch-up contributions are generally the same as those for making regular before-tax contributions. Catch-up contributions reduce your taxable income for federal income tax purposes but not for Social Security and Medicare tax purposes. In most states, catch-up contributions have the same state tax consequences as regular before-tax contributions.

Catch-up contributions are subject to a separate annual limit.

After-Tax Contributions

If you are an ***eligible employee***, you may elect to have a specified whole percentage of your ***plan compensation*** per pay period withheld from your pay and contributed to the ***trust*** as an after-tax contribution. The procedure for electing to have after-tax contributions withheld from your pay and contributed to the ***trust*** is described under **CONTRIBUTION ELECTIONS** on this page. In addition, you may make a lump sum after-tax contribution in November, to the extent that you have not exceeded the limit on such contributions for the year, by sending a check to the ***Plan*** recordkeeper.

Your after-tax contributions are contributed to the ***trust*** and allocated to your after-tax account after they are withheld from your pay or paid by you (in the case of a lump sum after-tax contribution).

The sum of your after-tax contributions and before-tax contributions (other than catch-up contributions) may not exceed 50% of your ***plan compensation***. In addition, if you are a ***highly compensated employee***, your after-tax contributions may not exceed 10% of your ***plan compensation***, and they may also be limited by nondiscrimination requirements, in which case the ***Plan*** may be required to return a portion of your contributions to you.

The total amount of your before-tax (excluding catch-up) and after-tax contributions may not exceed 50% of your ***plan compensation.*** If you are a ***highly compensated employee***, your after-tax contributions are subject to further limits.

Contribution Elections

You may elect to make contributions (before-tax, catch-up, and/or after-tax) or to change an existing contribution election either by telephone or over the internet. The shaded box on page 1 tells you how to access your account by telephone or over the internet. Your election is generally implemented within two pay periods after you make it.

Rollover Contributions

If you are an ***eligible employee,*** you may make a cash "rollover contribution" of a prior distribution from another tax-qualified retirement plan, provided that the ***administrator*** has determined that your rollover satisfies applicable legal requirements. You must designate the investment fund(s) in which your rollover contribution is to be invested. Rollover contributions are allocated to your rollover account and invested pursuant to your direction.

Do you have retirement plan savings from a previous employer? You may be able to "roll over" a distribution from your previous employer's plan.

Matching Contributions

You are entitled to safe harbor matching contributions for each payroll period equal to the larger of the two amounts described below:

- 100% of your before-tax contributions for such period up to 1% of your ***plan compensation*** for the period, plus 50% of your before-tax contributions on the next 5% of your ***plan compensation*** for the period; or
- 100% of your before-tax contributions for the ***plan year*** up to 1% of your ***plan compensation*** for the ***plan year***, plus 50% of your before-tax contributions on the next 5% of your ***plan compensation*** for the ***plan year***, reduced by safe harbor matching contributions made on your behalf for prior payroll periods during the ***plan year.***

All safe harbor matching contributions are subject to applicable legal limits.

Example:

Janice Jones' ***plan compensation*** for a year is $50,000. Her marginal federal income tax rate is 25%, and her marginal state income tax rate is 3.4%. As shown in the example on page **Error! Bookmark not defined.**, if Janice elects to contribute 10% of her ***plan compensation*** (or $5,000) as before-tax contributions, she saves $1,420 in federal and state income taxes. In addition, she receives matching contributions of $1,750 (100% of her before-tax contributions up to 1% of ***plan compensation*** plus 50% of her before-tax contributions up to the next 5% of her ***plan compensation***). Janice receives a total short-term benefit of $3,170 (her matching contributions plus tax savings), while saving for her retirement.

Matching contributions for a pay period are allocated to your safe harbor matching account as of the end of that pay period.

Retiree Medical Contributions

To be eligible for a retiree medical contribution for a ***plan year***, as of the last day of the ***plan year:***

- you must be an ***eligible employee,*** and
- at least 2½ years must have elapsed since the date on which you were first an ***employee***.

For purposes of the preceding sentence, you will be treated as if you were an ***eligible employee*** on the last day of the ***plan year,*** if, during the ***plan year,*** you:

- ***terminated employment*** while an ***eligible employee*** because of ***retirement, disability,*** death; a plant closing; or a reduction in force, or
- ceased to be an ***eligible employee*** because of your transfer to another position with ***Cummins*** or an ***affiliate.***

If you satisfy the eligibility requirements described above, a $500 retiree medical contribution will be made on your behalf and allocated to your retiree medical account as of the last day of the ***plan year***.

Limitations on Total Contributions

The ***Code*** limits the total amount of contributions that may be allocated to your ***accounts*** for a calendar year. The ***Code*** imposes additional limits on contributions for ***highly compensated employees.*** The ***Plan*** will comply with these legal requirements, which may reduce the amounts that would otherwise be allocated to your ***accounts***.

Allocation of Gains and Losses

Your ***accounts*** share in the net gains and losses from the funds in which they are invested. Net gains and losses of a fund reflect income and losses from fund investments, charges imposed by the fund, and increases or decreases in the value of the fund's investments.

Administrative Fees

Cummins pays certain administrative fees of the ***Plan.*** You pay administrative fees specified by the ***administrator*** and fees charged by the investment funds in which your ***accounts*** are invested. In addition, administrative fees may be deducted from your ***accounts*** from time to time.

As a ***participant***, you are responsible for the following administrative fees:

- a monthly administrative fee equal to .05% of your ***account*** balance as of the beginning of the month (but not to exceed $5.00 per month);
- if you take out a loan, a $100 loan initiation fee is charged against the loan amount; and
- if someone tries to obtain a ***qualified domestic relations order*** against your ***account***, a $400 processing fee is charged against your ***account***.

> Your ***accounts*** share in the net gains and losses from each of the funds in which they are invested.

INVESTMENTS

How Your Accounts Are Invested

The ***Plan*** allows you to direct the investment of your funds among a variety of available options. These options allow you to choose a diversified investment mix that is appropriate for your personal situation. The ***Plan*** is intended to meet the requirements of Section 404(c) of ***ERISA***. Under that section, ***Plan*** fiduciaries are not liable for losses that may occur as a result of your investment choices. There is no guarantee that your selected funds will always increase in value. By selecting particular funds, you accept the risks associated with those funds.

Except as provided below, the ***administrator*** selects the investment funds in which you may invest your

accounts, and it reserves the right to add or delete funds at any time. The ***administrator*** attempts to select options that:

- cover the risk/return spectrum of appropriate investment classes;
- are diversified and professionally managed;
- have reasonable administrative fees; and
- provide you with the opportunity to structure a portfolio with risk and return characteristics at any point within a normally appropriate range of investment strategies.

In addition to the investment options selected by the ***administrator,*** the ***Plan*** provides for a ***company stock fund,*** which is invested primarily in ***Cummins*** common stock. The ***company stock fund*** consists of two sub-funds, known as the ***ESOP fund*** and the ***Cummins stock fund***. The ***ESOP fund*** consists primarily of ***Cummins*** stock purchased with the proceeds of an ***ESOP loan*** and dividends on that stock. The ***Cummins stock fund*** consists primarily of other ***Cummins*** stock purchased by the ***Plan*** and dividends on that stock.

Your ***accounts*** and contributions to the ***Plan*** are invested pursuant to your elections. If you have failed to make an investment election, all of your contributions, except your matching contributions and retiree medical contributions, are invested in the Vanguard Target Retirement Fund with the date that most closely corresponds to your 65th birthday, and your matching contributions and retiree medical contributions are invested in the ***company stock fund***. Subject to the limitations of the ***Plan*** and the funds, you may transfer part or all of your ***accounts*** in any fund to another available fund or funds.

Information About Investment Funds

You may obtain a list and description of the available investment funds, the funds' annual operating expenses, copies of prospectuses and financial statements, a breakdown of investment portfolios, investment performance data, and information on the value of shares or units and investment funds, by calling the Cummins Retirement Benefits Service Center or visiting the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1.

Making or Changing Investment Elections

You may elect to have your future contributions invested in one or more of the available investment funds or to transfer your existing ***accounts*** among the available funds. Your investment and/or transfer elections must be in whole percentages. In general,

- if you make an investment or transfer election before 4 p.m. Eastern Time of a business day, your election is implemented after the close of business on that day, and
- if you make an investment or transfer election on a non-business day or after 4 p.m. Eastern Time of a business day, your election is implemented after the close of business on the next following business day.

Certain investment funds may impose limits on transfers within a short period after investing in that fund. For such limits, you should review the prospectus for the fund.

> You may make or change your investment elections by calling the Cummins Retirement Benefits Service Center or by visiting the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1.

Importance of Diversification

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return while reducing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets to perform well may cause another asset category to perform poorly. If you invest a significant portion of your retirement savings in any one company (including ***Cummins***) or type of asset, your savings are not appropriately diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the ***Plan.*** No single approach is right for everyone, because, among other factors, individuals have different financial goals, targeted retirement ages, and risk tolerances.

It is also important to review your investment portfolio, objectives, and options periodically to assess whether your anticipated retirement savings will meet your needs.

VESTING

Your interest in your ***accounts*** is 100% vested at all times. This means that you will not forfeit any of your ***accounts*** if you ***terminate employment.***

DISTRIBUTIONS AFTER TERMINATION OF EMPLOYMENT OR DEATH

General Provisions

The ***Plan*** has been established to provide long-term savings for a more secure retirement. As a result, there are restrictions on your ability to take distributions from the ***Plan*** before you ***terminate employment.*** The circumstances under which you may receive a distribution from the ***Plan*** before ***termination of employment*** are discussed under **IN-SERVICE WITHDRAWALS,** beginning on page 8.

Distribution of Benefits After Your Termination of Employment

If you ***terminate employment*** for a reason other than your death, your ***accounts*** are distributed as provided in this Section**.**

If the value of your ***accounts*** is not more than $1,000, your ***accounts*** are paid to you in a lump sum cash payment approximately 60 days after you ***terminate employment***.

If the value of your ***accounts*** exceeds $1,000, your ***accounts*** are distributed in the form that you elect, as described under **FORMS OF PAYMENT** on page 8, beginning as soon as administratively feasible after you elect for distribution to be made (or begin, if you elect installment payments). Under no circumstances, however, may distribution of your ***accounts*** be delayed beyond April 1 following the year in which you reach age 70½ or ***terminate employment,*** whichever is later.

> If you ***terminate employment,*** and the value of your ***accounts*** is more than $1,000, your ***accounts*** are distributed pursuant to your election. See **FORMS OF PAYMENT** and **BENEFIT ELECTIONS** on page 8**.**

Distribution of Benefits After Your Death

If you die before receiving all of your ***accounts***, your remaining ***accounts*** are distributed to your ***beneficiary*** in a lump sum payment as soon as possible after your death, unless your ***beneficiary*** elects a later distribution date or one of the optional forms of payment described under **FORMS OF PAYMENT** on page 8.

Designation of Beneficiary

You may designate one or more ***beneficiaries,*** including contingent ***beneficiaries,*** to receive benefits that may become payable after your death. If you are ***married***, your ***beneficiary*** is automatically your ***spouse,*** unless you elect a different ***beneficiary*** with your ***spouse's*** written consent.

Your ***spouse's*** consent must:

- acknowledge the effect of your election and the fact that he or she is waiving benefits;
- apply only to a specific ***beneficiary*** designation, which may not be changed without your ***spouse's*** consent; and
- be witnessed by a notary public.

If you do not designate a ***beneficiary***, or no designated ***beneficiary*** survives you, your benefits under the ***Plan*** are payable as follows:

- to your ***spouse,*** if living at the time of your death; or
- if no ***beneficiary*** is then alive, to your estate.

For ***beneficiary*** designation information, you should call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources™* web site as provided in the shaded box on page 1. You may revoke, amend, or change your designation by filing a new ***beneficiary*** designation, subject to the spousal consent requirements described above. If you become ***married*** after making a ***beneficiary*** designation, your prior designation will no longer be effective.

To make sure that your death benefits under the ***Plan*** are paid according to your wishes, you should make sure that you have an effective ***beneficiary*** designation form on file with the recordkeeper. Your designation should include contingent ***beneficiaries*** as well as your primary ***beneficiary.*** Remember that your existing ***beneficiary*** designation will no longer be effective if you later become ***married.***

Forms of Payment

All distributions are made in cash; provided, however, you may elect for the portion, if any, of your ***accounts*** invested in the ***company stock fund*** to be distributed in the form of ***Cummins*** stock.

Your ***accounts*** are distributed as a single lump sum payment, unless you elect annual installments over a fixed period of time not to exceed the lesser of:

- 15 years or
- a period not extending beyond your life expectancy or the joint and last survivor expectancy of you and your ***beneficiary***.

If you elect installment payments, you may later elect to receive the balance of your ***accounts*** as an immediate lump sum payment.

Benefit Elections

To initiate a distribution after your ***termination of employment,*** you should call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1. You will receive information regarding your options, including your right to 30 days' notice of your options before distribution begins, and what you must do to commence benefits in a particular form.

IN-SERVICE WITHDRAWALS

The ***Code*** and IRS regulations strictly limit your ability to withdraw your ***accounts*** before you ***terminate employment.*** The following provisions discuss those circumstances under which you may take an in-service withdrawal. All in-service withdrawals must be taken as a lump sum cash payment.

In accordance with IRS rules, the ***Plan*** permits in-service withdrawals in limited circumstances. All in-service withdrawals must be taken as a lump sum cash payment.

Hardship Withdrawals

General Provisions

You may take an in-service hardship withdrawal as provided in this Section before you ***terminate employment.*** The minimum hardship withdrawal amount is $250.

To apply for a hardship withdrawal, you must request withdrawal forms by calling the Cummins Retirement Benefits Service Center or visiting the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1. The ***Plan*** mails the required application forms to you or delivers them to your Secure Participant Mailbox. The ***Plan*** distributes the withdrawal payment as soon as administratively feasible after approving your request.

IRS regulations strictly limit the circumstances under which you may take a hardship withdrawal. The only amounts available for a hardship withdrawal are your before-tax contributions and pre-1989 earnings on those contributions. The ***Plan*** approves a hardship withdrawal request only if the requested withdrawal:

- is on account of your immediate and heavy financial need, as defined by IRS regulations, and
- is necessary to satisfy that immediate and heavy financial need, as determined under IRS regulations.

You may be able to withdraw part or all of your before-tax contributions and pre-1989 earnings on those contributions in limited cases of financial hardship.

Your Withdrawal Must be for an Immediate and Heavy Financial Need.

The ***Plan*** considers your requested withdrawal to be on account of an immediate and heavy financial need **only if** it is for one of the following reasons:

- unreimbursed medical expenses (as defined by the ***Code***) incurred by you, your spouse, or your dependents, or necessary for you, your spouse, or your dependents to obtain medical care;
- costs directly related to the purchase of your principal residence (excluding mortgage payments);

- tuition, room and board expenses, and related educational fees for the next 12 months of post-secondary education for you, your spouse, your children, or your dependents;
- a payment necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on your principal residence;
- burial or funeral expenses for your deceased parent, spouse, children, or dependent;
- certain expenses for the repair of damage to your principal residence as a result of a casualty loss (for example, hurricane or flood damage); or
- any other reason deemed acceptable to the IRS.

Your Withdrawal Must be Necessary to Meet Your Immediate and Heavy Financial Need.

The ***Plan*** considers your requested withdrawal to be necessary to meet your immediate and heavy financial need **only if all** of the following circumstances exist:

- the requested withdrawal does not exceed the amount of your immediate and heavy financial need, including any amounts necessary to pay taxes or penalties reasonably anticipated to result from the withdrawal. Your withdrawal will be considered necessary, **only if** the financial hardship cannot be satisfied:
  - through reimbursement or compensation by insurance or otherwise;
  - by liquidating your assets;
  - by ceasing your before-tax and after-tax contributions under the ***Plan***;
  - by receiving all distributions (other than hardship withdrawals) and all non-taxable loans available to you from all retirement plans maintained by ***Cummins*** or an ***affiliate;*** or
  - by borrowing an amount sufficient to satisfy your hardship from commercial sources on reasonable commercial terms. However, you do not need to obtain a loan if the withdrawal will be used to make a down payment on your principal residence;
- you have obtained all distributions, other than hardship withdrawals, and all non-taxable loans currently available under all retirement plans maintained by ***Cummins*** or an ***affiliate;*** and
- you are suspended from making:
  - before-tax contributions,
  - after-tax contributions, and
  - any elective contributions or employee contributions under any other plan maintained by ***Cummins*** or an ***affiliate*** (except for employee contributions under a health or welfare benefit plan, including one that is part of a cafeteria plan under ***Code*** Section 125)

  for at least 6 months after the withdrawal date.

> In general, if you receive an in-service hardship withdrawal, you may not contribute to the ***Plan*** for at least six months after the withdrawal date.

Non-Hardship Withdrawals Before Age 59½

General Provisions

If you are under age 59½, you may apply for an in-service withdrawal of part or all of your rollover account, after-tax contribution account, matching contribution account, and/or retiree medical account (excluding any portion of your retiree medical account attributable to ***unmatured retiree medical contributions***). To initiate a withdrawal, you should call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1.

Source of Withdrawal

A withdrawal described above is made from your ***accounts*** in the order of priority specified by the ***Plan*** document.

Non-Hardship Withdrawals After Age 59½

General Provisions

If you are at least age 59½, you may apply for an in-service withdrawal of part or all of your ***accounts***, provided, however, that the minimum withdrawal amount is $250. The $250 limit in the preceding sentence does not apply to your profit sharing account, however. To initiate a withdrawal, you should call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1.

Source of Withdrawal

A withdrawal described above is made from your ***accounts*** in the order of priority specified by the ***Plan*** document.

Distribution of Dividends on Cummins Stock

To the extent your ***account*** is invested in the ***company stock fund***, you may elect for dividends on ***Cummins*** stock held in that fund to be distributed to you in cash as soon as administratively feasible after they are paid to the ***Plan.*** You may make or change your election at any time by telephone or over the internet before the date set by the ***administrator*** with respect to a particular dividend payment. If you do not make the election described in this paragraph, dividends will be allocated to your ***account.***

Nelson Profit Sharing Withdrawals

If your ***account*** includes amounts attributable to Nelson profit sharing contributions, you may apply for an in-service withdrawal of part or all of your ***account*** attributable to such contributions (a "Nelson Profit Sharing Withdrawal"). You may make a Nelson Profit Sharing Withdrawal only once every 12 months. The maximum withdrawal amount will be equal to (i) the sum of (A) your ***account*** attributable to Nelson profit sharing contributions and (B) your previous Nelson Profit Sharing Withdrawals, multiplied by (ii) 50%, minus (iii) your previous Nelson Profit Sharing Withdrawals.

Tax Consequences of In-Service Withdrawals

In general, your in-service withdrawals, except to the extent that they represent the return of after-tax contributions, are taxable to you. In addition, if you are under age 59½ and are not disabled, you are generally subject to an additional 10% penalty tax. Hardship withdrawals are not eligible for tax-free rollover treatment, although other in-service withdrawals are generally eligible for such treatment.

CHARGES OR DISCOUNTS ON ACCOUNT OF DISTRIBUTIONS

If any charge or discount is incurred by the ***trustee*** in connection with a distribution (including an in-service withdrawal) of your ***accounts,*** your ***accounts*** are reduced by the amount of the charge or discount.

TAX WITHHOLDING AND TAX-FREE ROLLOVERS

Tax Consequences of Distributions

Most distributions from the ***Plan*** are taxable to you, unless you elect to transfer the distribution to an IRA or eligible retirement plan as a tax-free rollover. Most distributions before age 59½ are subject to an additional 10% early distribution penalty tax.

> The rules governing the taxation of distributions from the ***Plan*** and tax-free rollovers can be complicated. Therefore, we suggest that you consult with a financial or tax advisor before requesting a distribution from the ***Plan.*** You can find more information about the tax treatment of ***Plan*** distributions in IRS Publication 575, Pension and Annuity Income, and IRS Publication 590, Individual Retirement Arrangements. These publications are available from your local IRS office, on the IRS website at www.irs.gov, or by calling 1-800-TAX-FORMS.

Distributions That Can Be Rolled Over

Most distributions from the ***Plan*** (other than hardship distributions) are eligible for tax-free rollover to an IRA or eligible retirement plan that accepts rollovers. Amounts eligible for rollover are called "eligible rollover distributions." Before you receive an eligible rollover distribution, the ***Plan*** provides you with a written explanation of the income tax consequences of the distribution and the rules relating to rollovers.

Federal Income Tax Withholding

Federal law requires the ***Plan*** to withhold 20% from any eligible rollover distribution to be applied toward your federal income tax liability, unless you direct that the distribution be transferred to an IRA or other eligible retirement plan in a direct rollover.

Example: Jose Sanchez elects to receive his ***accounts,*** which have a value of $10,000, as a lump sum payment. He does not elect to transfer the distribution to an IRA or other eligible retirement plan in a direct rollover. Jose will receive only $8,000, and $2,000 will be withheld by the ***Plan*** and paid to the IRS on Jose's behalf toward his federal income taxes. The entire $10,000 will be included in Jose's taxable income.

PLAN LOANS

You may apply for a loan from the ***Plan*** before you ***terminate employment.*** To apply for a loan, you should call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1. Loans must satisfy the ***Plan's*** loan procedures in effect at the time you request a loan, including the following:

- you may have only one outstanding loan at any time;
- your loan must be for at least $1,000;
- your loan amount may not exceed the lesser of (i) $50,000 (reduced by the highest outstanding loan balance under any other ***Plan*** loan to you during the prior year) or (ii) 50% of the value of your ***accounts;***
- the term of your loan must be at least 12 months and may not exceed 54 months;
- the interest rate on your loan is equal to the prime lending rate, as quoted in the Wall Street Journal on the first day of the month in which your loan is made, plus 1%. As required by law, your interest rate will be limited to a maximum of 6% during certain military leaves;
- under most circumstances, your loan payments are made by payroll deduction;
- as security for the repayment of your loan, the ***Plan*** takes a security interest in your ***accounts*** in the amount of the loan; and
- a $100 loan initiation fee will be charged for any loan from the ***Plan*** and deducted from the loan amount. Thus, if you take out a $5,000 loan, you will receive a net amount of $4,900 (the requested $5,000 minus the $100 loan processing fee).

The ***Plan*** allows you to borrow money from your ***accounts***. The borrowed amount is considered an investment of your ***accounts*** and, when repaid, is invested in the same way as your contributions.

Loan Repayments

You must repay a loan, with interest, over the period of the loan. In general, you must make loan payments by payroll deductions each pay period. Your first payroll deduction will occur within two to four payroll periods after the date of your loan. You may pre-pay your loan at any time after the first anniversary of the loan date.

If you ***terminate employment*** with an outstanding loan, you are on an unpaid leave of absence, or your pay is not sufficient to cover your loan repayment, you must make required payments monthly by cashier check, certified check, or money order.

Impact of Leaves of Absence

The ***Plan*** allows ***participants*** on an approved leave of absence, including a disability leave, to suspend loan payments for up to 12 months. In addition, you may also suspend payments during a military leave protected by the ***USERRA.*** For more information on the impact of a particular leave on your obligations under a loan, you should call the Cummins Retirement Benefits Service Center.

Acceleration of Repayment Obligations

The remaining balance on your loan will become immediately due and payable upon:

- your receipt of a distribution from the ***Plan*** (other than an in-service hardship distribution and any related distribution) or
- your default under the loan (as described below).

Events of Default

If you fail to make required loan payments or otherwise violate the terms of your loan agreement, and you have not corrected the failure, your loan will be deemed in default at the end of the calendar quarter following the quarter in which the failure occurred or upon your earlier receipt of a distribution from the ***Plan*** (other than an in-service hardship distribution and any related distribution). If you are on a leave covered by the ***FMLA*** or ***USERRA,*** you should call the Cummins Retirement Benefits Service Center for more information regarding the impact of your leave on your loan repayment obligations.

Consequences of Default

If you are in default, the ***Plan*** may reduce the balance in your ***accounts*** by the amount owed on the loan, to the extent permitted by law. If the ***Plan*** reduces your ***accounts*** to satisfy your loan obligations**,** the reduction amount will be treated as a taxable distribution.

If you are in default, and the ***Plan*** does not reduce your outstanding ***accounts*** to satisfy your loan obligation, the amount in default will result in a deemed distribution, resulting in immediate taxation. If you have a deemed distribution, you will not be eligible for another loan until you have repaid the deemed distribution to the ***Plan.***

Please call the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources™* web site to apply for a loan or obtain additional information about loans.

INFORMATION REGARDING CUMMINS STOCK

Voting of Cummins Stock

Except as provided below, the ***trustee*** will vote all shares of ***Cummins*** stock pursuant to ***Cummins'*** direction.

You have the right to direct how shares of ***Cummins*** stock (including any fractional shares) allocated to your ***accounts*** are voted on any matter put to a shareholder vote. The ***trustee*** will vote the shares in accordance with your direction (the "Directed Shares"). If you do not direct the ***trustee*** as to how to vote shares allocated to your ***accounts***, the ***trustee*** will vote the shares in the same proportion as the Directed Shares allocated to other ***participants' accounts.*** The ***trustee*** votes shares held by the ***Plan*** that have not been allocated to ***participants' accounts*** in the same proportion as the Directed Shares.

Before a vote occurs, ***Cummins*** provides the ***trustee*** and all ***participants*** entitled to direct the voting of ***Cummins*** stock with required notices and information regarding the vote. If you direct the ***trustee*** how to vote ***Cummins*** stock allocated to your ***accounts,*** your direction will be kept confidential, except as required by law.

Tender Offers

If anyone makes a "tender offer," or exchange offer, or otherwise offers to purchase or solicits an offer to sell 1% or more of the outstanding shares of ***Cummins*** stock (collectively referred to as a "tender offer"), you will have the right to direct the ***trustee*** to sell, offer to sell, exchange, or otherwise dispose of ***Cummins*** stock allocated to your ***accounts*** in accordance with terms of the tender offer. If a tender offer occurs, the ***Plan*** will provide you with detailed information related to your rights.

CLAIMS PROCEDURES

Filing a Claim

If you or your ***beneficiary*** believes that the ***Plan*** has not provided a benefit to which you are entitled, you or your ***beneficiary*** may file a written claim with the ***administrator.*** The ***administrator*** typically informs you of its decision on your claim within 90 days. If the ***administrator*** needs more time to consider your claim, the ***administrator*** may extend the review period by up to 90 additional days, provided that it notifies you within the original 90-day period why an extension is needed and when it expects to reach a decision.

Denial of Claim

If your claim is denied, in whole or in part, the ***administrator*** will provide you with written notice of the denial, which:

- explains the reasons for the denial,
- refers to any ***Plan*** provisions on which the denial is based,
- describes additional material or information needed to perfect your claim, together with an explanation of why the material or information is necessary, and
- explains the ***Plan's*** procedures for reviewing claims.

Review of Denied Claims

If the ***administrator*** denies your claim, you may file an appeal with the ***administrator*** within 60 days after receiving written notice of the denial. If you do not file an appeal within this period, the ***administrator's*** original denial will be final.

As part of your appeal, you or your authorized representative may review any ***Plan*** documents relevant to your claim and may submit written issues and comments in support of your appeal. The ***administrator*** will provide you or your authorized representative, upon request and free of charge, reasonable access to and copies of documents relevant to your claim.

Notice of Decision on Appeal

If you file a timely appeal, the ***administrator*** typically informs you of its decision on your appeal within 60 days. If the ***administrator*** needs more time to consider your appeal, the ***administrator*** may extend the decision period by up to 60 additional days, provided that it notifies you within the original 60-day period why an extension is needed and when it expects to reach a decision.

If the ***administrator*** denies your appeal, the ***administrator*** will provide written notice to you stating the reasons for the denial and any relevant ***Plan*** provisions on which the denial is based. The ***administrator's*** notice will also inform you that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim. Finally, the ***administrator's*** notice will inform you of your rights to bring an action under Section 502(a) of ***ERISA.*** Subject to your right to bring an action under ***ERISA,*** the ***administrator's*** decision on your appeal will be final.

Right to Sue under ERISA

If you disagree with the ***administrator's*** decision on your appeal, and you have followed all of these claims procedures, you have the right to bring a civil action in a court of law under ***ERISA*** Section 502(a).

AMENDMENT AND TERMINATION OF THE PLAN

Cummins has the right, in its discretion, to amend or terminate the ***Plan*** at any time. No change will decrease vested benefits that you have already earned, except as may be required by the IRS for its continuing approval of the ***Plan***. Funds already contributed to the ***Plan*** cannot be diverted for any purpose other than the exclusive benefit of ***participants*** and their ***beneficiaries.***

NON-ASSIGNMENT OF BENEFITS AND DOMESTIC RELATIONS ORDERS

Non-Assignment of Benefits

For your protection, you cannot assign your benefits under the ***Plan*** to anyone else. To the extent allowed by law, your benefits cannot be seized to pay your debts or satisfy other obligations you may have. However, a court may order payment of part or all of your benefits under the ***Plan*** pursuant to a ***qualified domestic relations order,*** and such payments will reduce your benefits under the ***Plan***. Under limited circumstances, as permitted by law, the ***Plan*** provides that your ***accounts*** may be reduced to satisfy your liability to the ***Plan*** due to (i) your conviction of a crime involving the ***Plan***, (ii) a judgment, consent order, or decree in an action for violation of fiduciary standards, or (iii) certain settlement agreements.

Domestic Relations Orders

A court may issue a ***qualified domestic relations order*** requiring that part or all of your ***accounts*** be paid to others, such as your former ***spouse*** (as part of the division of marital property) or your children (as child support payments). The ***Plan*** will comply with any such order, provided the order satisfies applicable legal requirements. You may obtain a copy of the ***Plan's*** procedures governing domestic relations procedures by calling the QDRO administrator at (888) 858-5500.

If the ***Plan*** receives such a domestic relations order relating to your ***accounts***, it will notify you and the individual claiming a portion of your ***accounts*** (the alternate payee) of (i) its receipt of the order, (ii) its procedures for determining whether the order is a ***qualified domestic relations order***, and (iii) its decision as to whether the order is qualified.

An administrative charge of $400 will be deducted automatically from your ***account*** for processing any purported ***qualified domestic relations order*** related to your ***account***.

PLAN BENEFITS NOT INSURED BY PBGC

The ***administrator*** is required to tell you that the Pension Benefit Guaranty Corporation ("PBGC") does not insure benefits under the ***Plan***. This is simply because the ***Plan*** is a defined contribution plan with separate accounts for each ***participant***, unlike a defined benefit pension plan with benefits paid out of a single fund. This means that your benefit is fully funded at all times with periodic contributions (although it may change in value from time to time due to ***trust*** gains or losses). The PBGC does not insure the funding of this type of benefit.

MISCELLANEOUS PROVISIONS

Trust Fund

All contributions under the ***Plan*** are held and invested in a ***trust,*** the assets of which are protected from ***Cummins'*** creditors. Your ***Plan*** benefits will be paid from the ***trust.***

The Role of the Administrator

The Cummins Benefits Policy Committee serves as the administrator of the ***Plan.*** The committee and any persons to whom it has delegated administrative duties may use their discretion to the maximum extent permitted by law in performing their duties.

The ***administrator*** has full, discretionary authority to:

- operate and administer the ***Plan***,
- determine eligibility for ***Plan*** benefits,
- direct the ***trustee*** to make payments from the ***trust*** fund to ***participants*** and ***beneficiaries,***
- interpret and apply ***Plan*** provisions, resolve any ambiguities, inconsistencies, and/or omissions, and
- take any other action necessary or proper to carry out its responsibilities under the ***Plan*** document or ***ERISA***.

Benefits under the ***Plan*** are paid only if the ***administrator*** decides, in its sole discretion, that the recipient is entitled to such benefits.

Special Provisions Regarding Veterans

You may be entitled to reemployment and other rights after a period of "uniformed services" under the ***USERRA,*** including certain contributions and service credits under the ***Plan***. For purposes of the ***USERRA***, "uniformed services" include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service Commission Corps, as well as the reserve components of each of these services. Training or service in the Army National Guard or the Air National Guard, certain types of service by members in the National Disaster Medical System, and certain types of service by members of the Reserve Officers' Training Corps also constitute service in the "uniformed services."

To be eligible for ***USERRA*** rights and benefits, before leaving for military service, you are generally required to give your employer advance notice that you are leaving the job for service in the "uniformed services." When you return from military service, you must timely submit an application for reemployment with your employer and request information regarding your reemployment rights. Time limits for returning to work will depend on the length of time of your military service. You should contact the ***administrator*** to receive additional information regarding your rights under the ***Plan*** in the case of a leave protected by the ***USERRA.***

> Special provisions may apply if you leave for military service.

Right of Recovery

If the ***trustee*** makes a payment that, according to the terms of the ***Plan*** should not have been made, the ***trustee*** may recover that incorrect payment. If an incorrect payment is made directly to you, the ***trustee*** may deduct it when making future payments directly to you.

Limitation of Rights and Obligations

The ***Plan*** does not constitute a contract between ***Cummins*** or any ***affiliate*** and any ***employee***, and it is not a condition of employment. Nothing in the ***Plan*** gives you the right to be retained in the service or prevents you from terminating your employment with ***Cummins*** or any ***affiliate.***

Receipt and Release

Any payment payable to you will be in full satisfaction of your claim for such benefit. The ***trustee*** or ***administrator*** may condition such payment upon your delivery of a signed receipt and release.

GENERAL INFORMATION

Plan Name

Cummins Retirement and Savings Plan for Non-Bargaining Employees.

Sponsor/Employer

Cummins Inc.
Post Office Box 3005
Columbus, IN 47202-3005
Attention: Benefits Policy Committee
Mail Code: 60803
(800) 682-8788

Sponsor's Employer Identification Number

35-0257090

Plan Number Assigned by the Plan Sponsor

020

Type of Plan

Defined contribution profit sharing plan with Section 401(k) feature and employee stock ownership plan.

Plan Administrator

Cummins Benefits Policy Committee
Post Office Box 3005
Columbus, IN 47202-3005
Mail Code: 60803
(800) 682-8788

Plan Recordkeeper

Cummins Retirement Benefits Service Center
P.O. Box 64002
The Woodlands, TX 77387-4002
(800) 682-8788

Trustee

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

Plan Year

The ***plan year*** is the 12-consecutive month period beginning on January 1 and ending on December 31.

Agent for Service of Legal Process

Office of General Counsel
Cummins Inc.
Box 3005
Columbus, IN 47202-3005

Service of legal process may be made upon the ***administrator***.

Source of Financing for the Plan

Employee and employer contributions.

PARTICIPANT RIGHTS AND PROTECTIONS UNDER ERISA

As a ***participant,*** you are entitled to certain rights and protections under ***ERISA***.

ERISA provides that all ***Plan*** participants will be entitled to:

- Examine, without charge, at the ***administrator's*** office and at other specified locations, such as work sites and union halls, all ***Plan*** documents, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the ***Plan*** with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain copies of all ***Plan*** documents, including collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and the updated summary plan description, upon written request to the ***administrator*** (the ***administrator*** may make a reasonable charge for copies);
- Receive a summary of the ***Plan's*** annual financial report (the ***administrator*** is required by law to furnish each ***participant*** with a copy of this summary annual report);
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the ***Plan***. This statement must be requested in writing and is not required to be given more than once a year. The ***Plan*** must provide the statement free of charge; and
- Receive quarterly statements of your account balance under the ***Plan*** in accordance with applicable law.

In addition to creating rights for participants, ***ERISA*** imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your ***Plan***, called fiduciaries of the ***Plan***, have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ***ERISA***.

If your claim for a pension benefit is denied or ignored in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the ***administrator*** review and reconsider your claim (within certain time limits) and the right to obtain documents relating to the decision (without charge).

Under ***ERISA***, there are steps you can take to enforce the above rights. For instance, if you request materials from the ***Plan*** that the ***Plan*** is required by law to provide, and you do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the ***administrator*** to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the ***administrator***.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, before you file suit, you must first comply with the claims procedures described in this ***summary*** (see page 12). If you do not follow these claims procedures, you will have no right of appeal and no right to file a lawsuit for ***Plan*** benefits, and any denial of a claim for benefits will become final and binding. In addition, if you disagree with the ***Plan's*** decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court, provided that you have first gone through the ***Plan's*** claims procedures.

If it should happen that ***Plan*** fiduciaries misuse the ***Plan's*** money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your ***Plan***, you should contact the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*™ web site, as provided in the shaded box on page 1. If you have any questions about this statement or about your rights under ***ERISA***, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ***ERISA*** by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A
DEFINED TERMS

"***account***" means the separate bookkeeping account or accounts maintained in your name to keep a record of the different types of contributions made on your behalf and the earnings and losses on those contributions. See page 2. Where the context permits, ***"account"*** also refers to the value of the ***account.***

"administrator" means the Cummins Benefits Policy Committee. To the extent that the committee has delegated any of its responsibilities as administrator to any other person, that person will be treated as the ***administrator*** with respect to the delegated responsibility.

"affiliate" means an employer that must be combined with ***Cummins*** for purposes of applying the federal tax rules applicable to retirement plans.

"beneficiary" the person entitled to receive any of your ***accounts*** remaining after your death.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"company stock fund" means the investment option under the ***Plan*** that invests primarily in ***Cummins*** stock. To determine the value of this fund, you can visit *Your Benefits Resources*™ and view the total stock value. This fund consists of the ***ESOP fund*** and the ***Cummins stock fund***.

"co-op employee" means an undergraduate student who alternates between attending school for a term and being employed by ***Cummins*** for three to four months.

"Cummins" means Cummins Inc.

"Cummins stock fund" refers to the sub-fund of the ***company stock fund*** that consists primarily of ***Cummins*** stock that was not purchased with the proceeds of an ***ESOP loan***.

"disability" means that you are eligible to receive disability benefits under the ***Cummins*** long-term disability plan on account of your physical or mental condition.

"eligible employee" means:

- a salaried ***employee,***
- an hourly ***employee*** whose terms and conditions of employment are not covered by a collective bargaining agreement, or
- an hourly ***employee*** whose terms and conditions of employment are covered by a collective bargaining unit that provides for the ***employee's*** participation in the ***Plan***,

who (i) is not an ***excluded employee***, (ii) is not eligible to participate in a ***Cummins***-sponsored home country retirement plan, (iii) is not on an expatriate assignment in the United States that began after December 31, 2011, unless he/she was participating in a ***Cummins***-sponsored plan in his/her home country immediately before his/her transfer to the United States and is legally barred from continued participation in that plan, and (iv) is either a legal permanent resident of the United States or holds one of the following types of United States' visas:

- F-1 Student,
- F-2 Spouse or Child of F-1 visa holder,
- H-1B Specialty Occupation,
- H-2B Temporary worker performing services unavailable in country,
- H-3 Trainee,
- H-4 Spouse or Child of H-1, H-2, or H-3 visa holder,
- L-1 Intra-Company Transfer (but, for calendar year 2007, only if a participant before 1/1/06),
- L-2 Spouse or Child of L-1 visa holder,
- O-1 Extraordinary Ability (for years after 2007),
- O-3 Spouse or Child of O-1 or O-2 visa holder (for years after 2007), or
- TN Trade visa for Canadian or Mexican.

"employee" means a common law employee of ***Cummins***, except for a nonresident alien who receives no United States income from ***Cummins*** or an ***affiliate.***

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ESOP" refers to the portion of the ***Plan*** that is an employee stock ownership plan. All amounts invested in the ***company stock fund*** are part of the ***ESOP***.

"ESOP fund" refers to the sub-fund of the ***company stock fund*** that consists primarily of ***Cummins*** common stock that was purchased with the proceeds of an ***ESOP loan***.

"ESOP loan" means a loan to the ***Plan*** for the purpose of providing funds to purchase ***Cummins*** stock.

"excluded employee" means one of the following:

- an ***employee*** receiving disability benefits under the ***Cummins*** long-term disability program;
- an ***employee*** on layoff;
- an ***employee*** on a non-paid leave of absence;
- a ***co-op employee***, ***temporary employee***, or ***summer intern;***
- a person designated in good faith by ***Cummins*** as an independent contractor, regardless of whether that person is later determined to be a common law employee for tax purposes; or
- a person employed by ***Cummins*** on a basis that excludes him or her from participation in any of ***Cummins'*** benefit programs.

"FMLA" means the federal Family and Medical Leave Act of 1993, as amended.

"highly compensated employee" means, with respect to a ***plan year***, an ***employee*** to whom ***Cummins*** and/or one or more ***affiliates*** paid compensation of more than a specified amount during the preceding ***plan year***. For determining whether a person is a ***highly compensated employee*** in 2013, the specified amount earned in 2012 is $115,000. The specified amount is adjusted from time to time, as provided in the ***Code***.

"married" means that you are married under the laws in effect in the state in which you reside at that time, subject to any contrary provisions of federal law.

"non-highly compensated employee" means an ***employee*** who is not a ***highly compensated employee.***

"participant" means an ***eligible employee*** or former ***eligible employee*** who is, or may become, eligible to receive a benefit from the ***Plan***.

"Plan" means the Cummins Retirement and Savings Plan for Non-Bargaining Employees, as amended from time to time.

"plan compensation" means, with respect to a ***plan year,*** the following types of compensation paid to you by ***Cummins*** during the ***plan year*** and included in your taxable income for the ***plan year:*** regular pay, sick pay, variable pay, overtime pay, commissions, holiday pay, vacation pay, shift premium, short-term disability pay, pay for responsibility, and six sigma bonus, increased by any amount excluded from the preceding type of pay on account of a salary reduction election pursuant to ***Code*** Section 125 or 401(k). ***Plan compensation*** does not include sign-on bonuses, invention awards, pay on leave of absence, relocation pay, deferred compensation, or severance pay. To the extent required by ***Code*** Section 401(a)(17), your ***plan compensation*** for a ***plan year*** may not exceed the limit imposed by ***Code*** Section 401(a)(17) for that year. The limitation for 2013 is $255,000.

Amounts described in the preceding paragraph and paid to you within 60 days after you ***terminate employment*** will generally be included in ***plan compensation***, provided that you would have received the payment if you had not ***terminated employment***. Except as provided in the preceding sentence, amounts paid to you after you ***terminate employment*** generally are not included in ***plan compensation***.

"plan year" means the fiscal and accounting year for the ***Plan.*** The ***plan year*** is the calendar year.

"qualified domestic relations order" means a domestic relations order meeting requirements specified in the ***Code*** that requires the payment of all or a portion of your ***Plan*** benefits to others, such as your former spouse (as part of the division of marital property) or your children (as child support payments), thereby reducing the benefits payable to you under the ***Plan***.

"retirement" means, with respect to a ***participant***, a ***termination of employment*** (i) under circumstances that are considered a retirement under a tax-qualified pension plan or, (ii) if the ***participant*** is not covered by such a plan on his or her ***termination of employment***, on or after the ***participant's*** 55^{th} birthday.

"spouse" the person to whom you are ***married*** on the applicable date.

"summary" means this summary plan description, as amended from time to time.

"summer intern" means a full-time student who is employed by ***Cummins*** during his or her summer vacation.

"temporary employee" means a person performing services for ***Cummins*** on a temporary basis who is paid through the payroll of an unrelated entity, such as that of an employment agency.

"terminate employment" or ***"termination of employment"*** means, with respect to an ***employee***, a complete termination of the employment relationship with ***Cummins*** and all ***affiliates***. ***"Termination of employment"*** does not include the following:

- a temporary absence due to vacation, sickness (not including disability), or layoff;
- military service to the extent required under the ***USERRA;***
- a leave that qualifies as a family or medical leave under the ***FMLA;***
- a ***Cummins***-approved leave of absence for not more than two years; or
- a transfer of employment from ***Cummins*** to an ***affiliate*** or a change in status from an ***employee*** to a leased employee.

"trust" means the ***trust*** established and maintained under the ***trust agreement*** to hold the assets of the ***Plan***.

"trust agreement" means the trust agreement for the trust or trusts through which the ***Plan*** is funded.

"trustee" means the ***trustee*** of the ***trust.***

"unmatured retiree medical contribution" means a retiree medical contribution that has not been allocated to your ***account*** for at least two years.

"USERRA" means the federal Uniformed Services Employment and Reemployment Rights Act, as amended.

SUMMARY OF MATERIAL MODIFICATIONS

Cummins Retirement and Savings Plan

PLAN SPONSOR NUMBER: 35-0257090 PLAN ID NUMBER: 020

July 28, 2016

This Summary of Material Modifications ("Summary") describes certain changes made to the Cummins Retirement and Savings Plan ("Plan"). In the event of an inconsistency between the terms of this SMM and the terms of the official plan document, the terms of the official plan document shall control.

This Summary amends your Summary Plan Description ("SPD") as follows:

1. To delete "Cummins Retirement and Savings Plan for Non-Bargaining Employees" each time it appears therein and insert in its place "Cummins Retirement and Savings Plan" to reflect the renaming of the Plan, effective January 1, 2015.

2. To amend in its entirety the fourth paragraph of the section titled "How Your Accounts are Invested" on page six, to read as follows:

   > Your ***accounts*** and contributions to the ***Plan*** are invested pursuant to your elections. If you have failed to make an investment election, all of your contributions are invested in the fund or funds that the ***administrator*** designates from time to time as the default under the ***Plan***. For ***participants*** hired on or after April 1, 2016, the current default fund for all of your contributions is the Vanguard Target Retirement Fund with the date that most closely corresponds to your 65th birthday. For ***participants*** hired prior to April 1, 2016, the current default fund for all of your contributions except your matching contributions and retiree medical contributions is the Vanguard Target Retirement Fund with the date that most closely corresponds to your 65th birthday, and the current default fund for your matching contributions and retiree medical contributions is the ***company stock fund***. The ***administrator*** reserves the right to change the default fund under the ***Plan*** or to designate new default funds from time to time. Subject to the limitations of the ***Plan*** and the funds, you may transfer part or all of your ***accounts*** in any fund to another available fund or funds.

3. To insert the following after the first sentence of the section titled "Right to Sue under ERISA," to read as follows:

   > The ***Plan*** provides that you generally have one year from the date of receiving a final decision by the ***administrator*** in which to commence such an action. No other legal or equitable action involving the ***Plan*** may be commenced later than two years after the time you know, or had reason to know, of the circumstances giving rise to the action.
   >
   > To the extent not preempted by federal law, the ***Plan*** is governed by the laws of the State of Indiana, and any lawsuit or other action arising under the ***Plan*** exclusively shall be in the Southern District of Indiana.

NOTES:

SUMMARY OF MATERIAL MODIFICATIONS

Cummins Retirement and Savings Plan

PLAN SPONSOR NUMBER: 35-0257090 **PLAN ID NUMBER: 020**

July 28, 2017

This Summary of Material Modifications ("SMM") describes certain changes made to the Cummins Retirement and Savings Plan ("Plan"). In the event of an inconsistency between the terms of this SMM and the terms of the official plan document, the terms of the official plan document shall control.

This SMM amends your Summary Plan Description ("SPD") as follows:

1. To insert a new second paragraph under the section titled "Distributions After Termination of Employment or Death," to read as follows:

   If you have ***accounts*** attributable to your previous participation in another plan, there may be additional rules regarding the circumstances under which you may receive a distribution from such ***accounts***. You should call the Cummins Retirement Benefits Service Center if you have questions.

2. To insert a new second paragraph under the section titled "In-Service Withdrawals," to read as follows:

If you have ***accounts*** attributable to your previous participation in another plan, there may be additional rules regarding the circumstances under which you may take an in-service withdrawal from such ***accounts***. You should call the Cummins Retirement Benefits Service Center if you have questions.

SUMMARY OF MATERIAL MODIFICATIONS

Cummins Retirement and Savings Plan

PLAN SPONSOR NUMBER: 35-0257090 PLAN ID NUMBER: 020

July 27, 2018

This Summary of Material Modifications ("SMM") describes certain changes made to the Cummins Retirement and Savings Plan ("Plan"). In the event of an inconsistency between the terms of this SMM and the terms of the official plan document, the terms of the official plan document shall control.

This SMM amends your Summary Plan Description ("SPD"):

1. To delete the first paragraph of the section titled "Retiree Medical Contributions" and to insert the following in lieu thereof:

   To be eligible for a retiree medical contribution for a ***plan year***, as of the last day of the ***plan year***:

   - you must be a ***covered employee***, and
   - generally, at least 2½ years must have elapsed since the date on which you were first an ***employee***.

   However, if you are covered by a collective bargaining agreement with any of the unions listed below, special rules may apply to you as a result of bargaining:

   - International Association of Machinists and Aerospace Workers, Local Lodge 698,
   - International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge No. 1943,
   - International Union of Operating Engineers, Local Union Nos. 18, 18A, 18B and 18C AFL-CIO, and
   - International Union of Operating Engineers, Local 66.

2. To add the definition of covered employee to Appendix A, as follows:

   "***Covered employee***" means, with respect to the retiree medical contribution, a participant who

   (i) an ***eligible employee*** on the last day of the ***plan year***,

(ii) during the ***plan year*** and while an ***eligible employee***, terminated employment (A) after reaching the age for receiving an immediate retirement benefit under any defined benefit plan of an affiliate in which he or she participates (or, if the employee does not participate in any such plan, age 55), or (B) on account of disability, death, plant closing or general workforce reduction, or

(iii) ceased to be an ***eligible employee*** during the ***plan year*** but remained an ***employee***.

SUMMARY OF MATERIAL MODIFICATIONS

Cummins Retirement and Savings Plan

PLAN SPONSOR NUMBER: 35-0257090 PLAN ID NUMBER: 020

July 27, 2018

This Summary of Material Modifications ("SMM") describes certain changes made to the Cummins Retirement and Savings Plan ("Plan"). In the event of an inconsistency between the terms of this SMM and the terms of the official plan document, the terms of the official plan document shall control.

This Summary amends your Summary Plan Description ("SPD") to insert a new second paragraph under the section titled "In-Service Withdrawals," to read as follows:

> If you have ***accounts*** attributable to your previous participation in another plan, you may have additional rights, and there may be additional rules, regarding the circumstances under which you may take an in-service withdrawal from such ***accounts***. You should call the Cummins Retirement Benefits Service Center if you have questions.