



# Cummins Pension Plan

**SUMMARY PLAN DESCRIPTION**

**Issued January 2020**





**CUMMINS PENSION PLAN  
CASH BALANCE PLAN**

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**JANUARY 1, 2020**

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## INTRODUCTION

This summary plan description (“*summary*”) describes the principal provisions of the Cummins Pension Plan (“*Plan*”) benefit structure commonly known as the “Cash Balance Plan” in effect as of January 1, 2020 (Appendix 1 of the *Plan*). *Cummins* maintains the *Plan* for the benefit of its *eligible employees* and those of its affiliates who adopt the *Plan* (such affiliates and *Cummins* together, the “*participating employers*”).

The Cash Balance Plan applies to certain salaried employees and certain other employees of the *participating employers*. Generally, if you are accruing a benefit under a benefit structure in a different *Plan* appendix or any other defined benefit plan maintained by *Cummins* or its affiliates, you will not be entitled to accrue benefits under the Cash Balance Plan formula (Appendix 1 of the *Plan*).

Different terms and benefits may apply to different employee groups and certain provisions of the *Plan*, as described in this *summary*, may apply only to active participants. If you terminated employment before January 1, 2020, you should also consult the terms of the *summary* in effect at the time of your termination from employment.

Although we have tried to keep this *summary* as simple as possible, the rules that apply to the *Plan* are complicated and this *summary* does not describe every circumstance that might occur under the *Plan*. If you have questions after reading through this *summary*, access *Your Benefits Resources*<sup>TM</sup> online or call the Cummins Retirement Benefits Service Center using the information listed below. In the event of any conflict between any statement in this *summary* and the official *Plan* document, the official *Plan* document will govern. You may obtain a copy of the official *Plan* document by writing to the *administrator* at the address listed in the “General Information” section of this *summary*.

## DEFINED TERMS

This *summary* contains defined terms that have special meanings. It is best to know what these terms mean to understand this *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 21.

### *Your Benefits Resources*<sup>TM</sup>

Access the *Your Benefits Resources*<sup>TM</sup> website ([www.yourbenefitsresources.com/cummins](http://www.yourbenefitsresources.com/cummins))

24 hours a day, seven days a week to:

- review personalized information about your *Plan* benefits;
- designate a beneficiary;
- request a pension estimate;
- request a pension commencement kit; and
- explore the tools and resources available to help you stay connected to your *Plan*.

### Cummins Retirement Benefits Service Center

Call the Cummins Retirement Benefits Service Center toll-free at 1-800-682-8788 (outside the United States, Puerto Rico and Canada, call 1-847-883-2076 (this is a toll call)) to:

- use the automated system to complete *Plan* transactions; and
- speak to a customer service associate to answer questions or complete transactions.

Generally, customer service associates are available from 7 a.m. to 6 p.m. Monday – Friday (Central Time).

## PLAN HIGHLIGHTS

Plan Feature	Highlights
Applicability	This <i>summary</i> generally applies to participants who are covered by the Cash Balance Plan (Appendix 1 of the <i>Plan</i> ).
Cost	<i>Cummins</i> provides this valuable benefit at no cost to you.
Vesting	<p>You become fully <i>vested</i> in your benefit (i.e., your benefit is no longer forfeitable) upon the earlier of the date you:</p> <ul style="list-style-type: none"> <li>• complete three full years of <i>service</i>;</li> <li>• reach age 65 while employed by <i>Cummins</i>; or</li> <li>• die or become <i>disabled</i> while employed by <i>Cummins</i>.</li> </ul>
Plan Formula	<p>Each month, your account will be credited with <i>pay credits</i> (based on your <i>service</i> and <i>compensation</i>) and <i>interest credits</i>.</p> <p>The amount of your benefit under the <i>Plan</i> is primarily based on your accrued account balance, although your age at retirement, interest rates and your elected form of payment are additional factors.</p>
Payment Dates	<p>You may begin receiving payment of your <i>vested</i> benefit as of the first day of the month following your retirement or termination of employment. If you terminate employment before you attain age 65, you will be entitled to receive unreduced benefit payments in any optional form available to you upon reaching your <i>normal retirement date</i>. You may elect to commence benefit payments sooner; however, if you elect an annuity form of benefit, your monthly benefit payment will be reduced to take into account that benefits begin earlier and, therefore, may be paid over a longer period.</p>
Forms of Benefit Payments	<p>You may elect to receive your benefit as a lump sum or in one of the available monthly payment options. The monthly payment options include some that provide payments only to you for your lifetime and others that provide you with reduced payments for your lifetime but continued payments to your surviving spouse or <i>domestic partner</i> after your death.</p>
Survivor Benefits	<p>If you die with a <i>vested</i> benefit but before you have started receiving benefits, a survivor benefit will be paid to your surviving spouse, <i>domestic partner</i>, or other beneficiary.</p>

## **ELIGIBILITY AND PARTICIPATION**

### ***Who Is Eligible***

Generally, you are eligible to participate in the *Plan* if you are an *eligible employee*.

### ***When Participation Begins***

You will automatically become a participant in the *Plan* as soon as you become an *eligible employee*. Once you become a participant, you will remain a participant until your right to any future distributions from the *Plan* ends.

## **CREDITING OF SERVICE**

### ***Purposes of Service***

Your *service* is used to determine whether your interest in your *Plan* benefit is *vested* and the amount of your benefit.

### ***Determination of Service***

As a general rule, your *service* is the sum of all of your periods of employment with *Cummins*. Your *service* includes any period of up to 12 consecutive months during which you are on an approved leave of absence (e.g., due to pregnancy, childbirth, adoption, newborn child care, or care for a newly adopted child).

Special rules may apply to the determination of your *service* based on your service with a previous employer, your participation in a specified pension plan other than the *Plan* or your leave of absence due to qualified military leave.

### ***No Duplication of Service Credit***

In no event will the crediting of *service* result in any duplication of credit for the same period of *service* under this *Plan*.

### ***Reemployment and Effect of Breaks in Service***

*Service* generally does not include any period during which you are not employed by *Cummins*. However, if you terminate employment and return to work for *Cummins* within 12 months, the period of your absence will be treated as a period of *service* for purposes of determining your eligibility and *vested* benefit, but not the amount of your benefit.

If you terminate employment (and do not return to work for *Cummins* within 12 months) or you are on an approved leave of absence for more than 12 consecutive months, you will incur a *break in service* beginning on the earlier of your termination date or the anniversary of the date on which your leave began. If you incur a *break in service* and you were not *vested* in your benefit when you terminated employment, your pre-break *service* will be disregarded unless:

- your *break in service* was less than five years; or
- your pre-break *service* was longer than your *break in service*.

As further described below, if you had a *vested* benefit at the time of your termination of employment and you received a complete distribution or commenced benefit payments under the *Plan* prior to your reemployment, your pre-break *service* will not be taken into account for purposes of determining the amount of your benefit accrued after your reemployment.

Special *service* rules apply to you if you have a qualifying military leave of absence protected by *USERRA* or a leave under the Family and Medical Leave Act of 1993, as amended.



### ***Becoming Vested***

The ***Plan*** pays you benefits after you terminate employment if you become ***vested*** in your benefit. To be ***vested*** means that your benefits are no longer forfeitable upon your termination of employment because you have earned the right to, or ownership of, your benefits. Your interest in your ***Plan*** benefit becomes ***vested*** upon the earliest of the date you:

- complete three full years of ***service***;
- reach age 65 while employed by ***Cummins***; or
- die or become ***disabled*** while employed by ***Cummins***.

If you are not ***vested*** when you terminate employment, you will not be entitled to any benefit from the ***Plan***.

## **PLAN FORMULA**

### ***Overview***

Your benefit under the ***Plan*** is based on a notional account established in your name and made up of ***pay credits*** and ***interest credits***.

### ***Your Pay Credits***

At the end of each calendar month in which you are eligible to participate in the ***Plan***, ***pay credits*** based on your age, ***service*** and ***compensation*** for such month are added to your account in an amount to be determined as follows:

Your age and <b><i>service</i></b>	<b><i>Pay credit</i></b> percentage
Fewer than 60 months of <b><i>service</i></b>	4% of <b><i>compensation</i></b> for the month
Fewer than 60 months of <b><i>service</i></b> but hired after December 31, 1996, at age 50 or older	5% of <b><i>compensation</i></b> for the month
60 months or more of <b><i>service</i></b>	6% of <b><i>compensation</i></b> for the month

For purposes of the ***Plan***, ***compensation*** generally means base pay, commissions, elective deferrals made under a 401(k) plan and cafeteria plan, overtime pay, shift differential, sick pay or payments under a short-term disability plan, vacation or holiday pay, and variable pay.

***Compensation*** generally excludes nonqualified deferred compensation, special bonuses such as sign-on bonuses, retention bonuses or invention awards, payments for leaves of absence (other than sick pay or short-term disability payments), relocation expenses, allowances and reimbursements for car, tuition and meals, severance pay and similar items.

The amount of your ***compensation*** on which benefits can be calculated each year is limited by Federal law. For 2020, the limit is \$285,000 (adjusted for inflation periodically by the ***IRS***).

### Your Interest Credits

Your account will also be credited with monthly *interest credits* which will continue to be made to your account until you begin receiving benefits. The amount of your *interest credit* will depend on your account balance and whether you are currently receiving *pay credits*.

- For months in which you receive *pay credits*, your account will be credited with an *interest credit at active rates*, which will be equal to your account balance as of the first day of the month, multiplied by the monthly equivalent of the average annual yield on 30-year United States Treasury bonds for September of the immediately preceding calendar year, assuming monthly compounding, plus 1%.
- For months in which you do not receive *pay credits*, your account will be credited with an *interest credit at inactive rates*, which will be equal to your account balance as of the first day of the month, multiplied by the monthly equivalent of the average annual yield on 30-year United States Treasury bonds for September of the immediately preceding calendar year, assuming monthly compounding, minus 0.5%.

### An example...

Clayton Miller is an active employee with five years of *service*. He is 27 years old and his account balance under the *Plan* at the beginning of the month was \$10,000.

This month, Clayton earned \$2,500 in *compensation*. His *pay credit* for this month will be calculated as follows:

$$\begin{array}{rclcl} \$2,500 & \times & .06 & = & \mathbf{\$150} \\ \text{monthly} & & \text{pay credit \%} & & \text{total pay} \\ \text{compensation} & & & & \text{credit} \end{array}$$

The average annual yield on 30-year United States Treasury bonds for September of the immediately preceding calendar year, assuming monthly compounding, is 4.85%. Clayton will receive a *pay credit* this month, so we add 1% to this rate for a total *interest credit at active rates* of 5.85%. The monthly equivalent of 5.85% is 0.4749%. Clayton's *interest credit at active rates* for this month will be calculated as follows:

$$\begin{array}{rclcl} \$10,000 & \times & 0.004749 & = & \mathbf{\$47.49} \\ \text{account} & & \text{interest credit} & & \text{total} \\ \text{balance on} & & \text{at active rates} & & \text{interest} \\ \text{first day of} & & & & \text{credit} \\ \text{month} & & & & \end{array}$$

Clayton's new balance at the end of the month will be calculated as follows:

$$\begin{array}{rclcl} \$10,000 & + & \$150 & + & \$47.49 & = & \mathbf{\$10,197.49} \\ \text{account} & & \text{pay} & & \text{interest} & & \text{account} \\ \text{balance} & & \text{credit} & & \text{credit} & & \text{balance on} \\ \text{on first} & & & & & & \text{last day of} \\ \text{day of} & & & & & & \text{month} \\ \text{month} & & & & & & \end{array}$$

### Pay Credits and Interest Credits for Disabled Participants

If you become *disabled* while you are employed after having completed 10 years of *service*, your account will continue to be credited with *pay credits* and *interest credits* for each month you remain *disabled* until the earlier of your death, the date on which you attain age 65, or the date on which you start receiving benefits under the *Plan*. You are *disabled* if you are eligible to receive long-term disability plan benefits under a *Cummins* plan. *Pay credits* during this period are based on your base pay as in effect immediately prior to your disability plus your most recent annual bonus.

## SPECIAL PROVISIONS

Special provisions may apply to certain *Plan* participants as described below and/or in a supplement to this *summary*.

- Prior Plan - If you participated in the Cummins Engine Company, Inc. and Affiliates Retirement Plan “A” (“*prior plan*”), your account was established with an opening account balance which represents the present value of the pension benefit you earned under the *prior plan* through December 31, 1996, expressed as a lump sum, and all *service* under such plan, determined as of December 31, 1996, is included as *service* under this *Plan*.

Additionally, if you participated in the *prior plan* before 1997, we will compare your benefit under the formula described above to a benefit based on the *prior plan* formula as of December 31, 2001 (referred to as the *five-year guaranteed benefit*), increased by the *actuarial equivalent* of *pay credits* and *interest credits* to your account after 2001 (referred to as the *post-2001 benefit*). If the sum of your *five-year guaranteed benefit* and your *post-2001 benefit* is greater than the benefit based on your opening account balance and all credits to your account since January 1, 1997, you will be paid the larger benefit. Notwithstanding the foregoing, this provision shall not apply if you are employed by Cummins Natural Gas Engines, Inc. or if you participate in the *Plan* formula known as the “Cummins Filtration Lake Mills Hourly Retirement Plan” (Appendix 12 of the *Plan*).

Finally, if you were entitled to a benefit based on employee contributions you made to the *prior plan* before 1989, that benefit will be added to your benefit under the *Plan*, regardless of whether your benefit is based on the *prior plan* formula or based entirely on your account balance.

- CDC Cash Balance Plan – If you participated in the *Plan* formula known as the “CDC Cash Balance Plan” (Appendix 4 of the *Plan*), your account was merged into the Cash Balance Plan effective January 1, 2010 and your accrued benefits under the CDC Cash Balance Plan became accrued benefits under the Cash Balance Plan.
- Cummins Cash Balance for Bargaining Unit Employees - If you participated in the *Plan* formula known as the “Cummins Cash Balance for Bargaining Unit Employees” (Appendix 5 of the *Plan*) and then later became eligible to participate in this Appendix 1 of the *Plan*, your account under such formula may have been transferred to, and combined with, your *Plan* account as described in this *summary*.

## RECEIVING YOUR BENEFIT

### ***Normal Retirement; Vested Benefits***

You may elect to begin benefit payments as of the first day of any month after you terminate employment. When you terminate employment, *Cummins* will provide you with a statement of your accrued benefit expressed as a lump sum and calculated as of the date you terminate employment. Your account will continue to be credited with *interest credits at inactive rates* until you elect to begin receiving payment of your benefits. If you select an annuity form of benefit, you may begin unreduced payment of your benefits on your *normal retirement date*. If you elect to begin receiving such benefits before your 65<sup>th</sup> birthday, your monthly benefit will be reduced to take into account that benefits begin earlier and, therefore, may be paid over a longer period of time.

### ***Late Retirement***

If you remain employed beyond your *normal retirement date*, you will continue to earn *pay credits* and *interest credits at active rates* until your retirement. Generally, the distribution of your benefits will be

postponed while you remain employed and no actuarial adjustment for late commencement will be made to your benefits. However, if you remain employed at age 70½, you may elect to begin distribution of your **Plan** benefit on or after April 1 of the calendar year following the calendar year in which you reach age 70½, regardless of whether you have terminated employment. If you do not elect to begin distribution of your benefit as of such date, your benefit will be actuarially increased as legally required to take into account the period after such date during which you are not receiving benefits under the **Plan**.

### **Account Balance on Reemployment**

If you terminate employment with **Cummins** and later become reemployed, your account balance will be determined under the following rules:

- If you were **vested** in your benefit at the time you terminated employment and are later reemployed before receiving any portion of your benefit, your account balance will be maintained.
- If you were **vested** in your benefit at the time you terminated employment and are later reemployed after electing a lump sum distribution or commencing annuity payments from the **Plan**, a new account with an opening balance of zero will be established for you upon your reemployment.
- If you were not **vested** at the time you terminated employment and your pre-break **service** is restored under the **service** crediting rules described above, your pre-break account balance will be restored. In this case, your account will also be retroactively credited with **interest credits at inactive rates** for the period from your termination of employment to your reemployment.
- If you were not **vested** at the time you terminated employment and your pre-break **service** is disregarded under the **service** crediting rules described above, your pre-break account balance will not be restored. Instead, a new account with a zero balance will be opened for you and you will only receive **pay credits** and **interest credits** attributable to your **service** after your date of reemployment.

### **How to Elect a Distribution**

To commence distribution of your **Plan** benefit you must obtain a pension commencement packet from the Cummins Retirement Benefits Service Center or visit *Your Benefits Resources<sup>TM</sup>* and complete and return all forms (including any required spousal consents) at least 30 days before your desired benefits commencement date.

### **Deferred Commencement of Benefits**

If you have terminated employment and do not elect to commence your benefit as of your **normal retirement date** or your late retirement date, you will be deemed to have deferred commencement of your benefit payments. In this case, your benefit payments will begin after you have elected a distribution as described above. As further described below, in no event may you defer commencement of your pension benefit beyond your “required beginning date” as described in section 401(a)(9) of the **Code**.

### **Required Beginning Date**

Even though you may be deemed to have deferred commencement of your benefit, you are legally required to commence your benefit no later than your required beginning date. Generally, your required beginning date is April 1 of the calendar year following the later of the year in which you attain age 70½ or terminate employment. If you do not begin receiving your benefits on or before your required beginning date, you will be required by the **IRS** to pay an excise tax equal to 50% of the minimum distributions required under the **Code**. While the **Plan** may take actions to help you avoid this excise tax, it is your legal responsibility to commence your benefits on, or prior to, your required beginning date. Any excise tax incurred is your sole obligation.

## **FORMS OF DISTRIBUTION**

### **Normal Forms of Payment**

If you are married when you start your benefits, your benefits will be paid to you as a 50% joint and survivor annuity unless you elect one of the optional forms of benefit described below. If you do not choose the 100%, 75%, or 50% joint and survivor annuity payment options, your spouse must consent in writing to your elected form of distribution, and your spouse's signature must be witnessed by a notary public. If your benefit is paid in a 25%, 50%, 75% or 100% joint and survivor annuity and your spouse or **domestic partner** predeceases you, your monthly payment will be increased for the remainder of your life to the amount that would have been payable to you under a single life annuity.

If you are not married when you start your benefits (including if you have a **domestic partner**), your benefits will be paid to you as a single life annuity, unless you elect to receive your benefits instead in one of the optional forms of payment available to you. Federal law requires the normal form of benefit for an unmarried participant to be a single life annuity. However, in order to treat your **domestic partner** in the same manner as if he or she were your spouse, the **Plan** allows you to elect a joint and survivor annuity form of benefit with your **domestic partner** as the joint annuitant. No joint and survivor annuity forms of benefits are available to participants without a spouse or **domestic partner**, but certain other optional forms of payment (e.g., single life annuity with 10 year certain feature, level income option, or lump sum payment) would be available.

### **Optional Forms of Payment**

The **Plan** offers the following optional forms of payment. Once your benefits have commenced, you may not change your form of payment. All forms of benefit under the **Plan** are **actuarially equivalent** (that is, they have the same actuarial value, based on assumed life expectancies and other assumed factors). Therefore, if you elect a larger survivor annuity, the monthly payment payable to you during your life will be smaller.

### **Examples of the Required Beginning Date**

Clayton is 65 years old when he retires in September of 2019. He does not elect to commence his benefits, so he is deemed to have deferred commencement of his benefit payments. Because Clayton's birthdate is in January, he will attain age 70 ½ in 2024 and his required beginning date will be April 1, 2025.

Margo is 69 years old when she retires in September of 2019. She does not elect to commence her benefits, so she is also deemed to have deferred commencement of her benefit payments. Because Margo's birthday is in August, she will attain age 70 in 2020, but she will not attain age 70 ½ until February of 2021 and her required beginning date will be April 1, 2022.

Juan is 72 years old when he retires in September of 2019. Juan has already attained age 70 ½, so Juan's required beginning date will be April 1, 2020.

Forms of payment	Form of payment details
Lump sum	A one-time payment to you equal to the present value of your <i>vested</i> retirement benefit (i.e., your account balance).
Single life annuity	A level monthly benefit to you for your life, with no survivor benefit after your death.
100% joint and survivor annuity	A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your surviving spouse or <i>domestic partner</i> for his or her life equal to 100% of the monthly benefit payable during your life. Available only to participants who are married or have a <i>domestic partner</i> .
75% joint and survivor annuity	A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your surviving spouse or <i>domestic partner</i> for his or her life equal to 75% of the monthly benefit payable during your life. Available only to participants who are married or have a <i>domestic partner</i> .
50% joint and survivor annuity	A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your surviving spouse or <i>domestic partner</i> for his or her life equal to 50% of the monthly benefit payable during your life. Available only to participants who are married or have a <i>domestic partner</i> .
25% joint and survivor annuity	A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your surviving spouse or <i>domestic partner</i> for his or her life equal to 25% of the monthly benefit payable during your life. Available only to participants who are married or have a <i>domestic partner</i> .
50% joint and survivor annuity with 10 year certain feature	A reduced level monthly benefit to you for your life and, after your death, a monthly benefit to your surviving spouse or <i>domestic partner</i> for his or her life equal to 50% of the monthly benefit payable during your life. If you die before receiving 120 monthly payments, your surviving spouse or <i>domestic partner</i> (or if your spouse or <i>domestic partner</i> is deceased, your beneficiary) will receive the monthly amounts payable to you during your life until a total of 120 monthly payments have been made. Available only to participants who are married or have a <i>domestic partner</i> .
Single life annuity with 10 year certain feature	A reduced level monthly benefit to you for your life. If you die before 120 monthly payments have been made, your beneficiary will continue to receive the monthly amounts payable to you during your life until a total of 120 monthly payments have been made.
Level income option	An increased monthly benefit to you before age 62 and a significantly lower monthly benefit, possibly no benefit, after age 62 when anticipated Social Security benefits begin. Form of benefit is designed to provide a level total benefit taking into account both <i>Plan</i> benefits and Social Security benefits. Available only to participants that either (i) terminate employment after completing at least 30 years of <i>service</i> and have not yet reached age 62 or (ii) commence benefits after age 50 but before age 62.

### **Automatic Cash-Out of Small Benefits**

If the present value of your *vested* benefit does not exceed \$1,000 at the time of your termination of employment, or as of the end of any month thereafter, it will automatically be paid to you as a lump sum cash payment as soon as administratively feasible after such date.

If you terminate employment on or after January 1, 2019, the present value of your *vested* benefit exceeds \$1,000 but does not exceed \$5,000, and you do not (i) elect to receive your benefit in a lump sum cash payment or (ii) elect to have your benefit transferred in a “direct rollover” as described below, it will automatically be paid to you via a direct rollover to a new individual retirement account designated by the *administrator*.

### **Rollovers**

Generally, you may elect to have any portion of a lump sum distribution (other than the portion required to be paid because you have reached your required beginning date) paid to you or paid in the form of a “direct rollover.” Rollover requests are permitted to an individual retirement account or annuity or to another employer’s qualified retirement plan that accepts rollover contributions, but only if the distribution is at least \$200. If the lump sum payment is paid directly to you, the distribution will be subject to mandatory 20% Federal income tax withholding and may be subject to an additional 10% tax if the payment is paid before you reach age 59½.

The rules governing the taxation of distributions from the *Plan* and direct rollovers can be complicated. Therefore, we encourage you to 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* Publications 590-A and 590-B, regarding Individual Retirement Arrangements. These publications are available from your local *IRS* office, on the *IRS* website at [www.irs.gov](http://www.irs.gov), or by calling 1-800-TAX-FORMS.

## **SURVIVOR BENEFITS**

### **Death After Commencement of Benefits**

If you die on or after the date you have started receiving benefits under the *Plan*, the only survivor benefits, if any, will be those paid under the form of benefit that you have selected.

### **Death Before Commencement of Benefits**

If you die while you are employed or after becoming *vested* in your *Plan* benefit but before you have started receiving benefits under the *Plan*, your surviving spouse or properly designated *domestic partner* (see “Designation of Beneficiary”) will be paid a level monthly benefit for his or her life equal to the largest of the following (unless you elected but did not yet commence benefits under another form of payment):

- the 50% survivor annuity payable to your surviving spouse or *domestic partner* assuming you had commenced payment of your *five-year guaranteed benefit* on your *normal retirement date* (or date of your death, if later) and died immediately after doing so;
- a single life annuity for the life of your surviving spouse or *domestic partner* that is the *actuarial equivalent* of your account balance on the date of your death;
- a single life annuity for the life of your surviving spouse or *domestic partner* that equals the sum of (i) the monthly amount described in the first bullet and (ii) the *actuarial equivalent* of your *post-2001 benefit* on the date of your death.

Your surviving spouse or *domestic partner* may elect to receive a survivor benefit in the form of a lump sum payment as soon as administratively feasible after your death rather than as an annuity. The amount

of such lump sum payment will be equal to the greater of (i) the present value of your account balance as of the date of your death, or (ii) the *actuarial equivalent* of the amount that would otherwise be payable to your surviving spouse or *domestic partner* as an annuity as described above.

Your surviving spouse or *domestic partner* may elect to begin receiving survivor benefits as of the first day of any month following your death. The value of any survivor benefit paid to your spouse or *domestic partner* will be the present value of the benefit determined as of the pension start date.

If you are *disabled* and you die before you start receiving benefits, your surviving spouse or *domestic partner* (if any) will be entitled to modified survivor benefits.

If you do not have a surviving spouse or *domestic partner* at the time of your death, the present value of your account balance will be paid as a lump sum payment to your beneficiary or estate as soon as practicable after your death.

### **Automatic Cash-Out of Small Survivor Benefits**

The automatic cash-out of small benefits rules under the *Plan*, as described above, apply to survivor benefits.

### **Military Service**

If you die while performing qualified military service within the meaning of *USERRA*, your surviving spouse or *domestic partner* may be eligible for survivor benefits. Please contact the Cummins Retirement Benefits Service Center or visit *Your Benefits Resources™* for more information.

## **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 are unmarried but have a *domestic partner*, you may designate him or her as your beneficiary. 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 or properly designated *domestic partner*, if living at the time of your death; or
- if no beneficiary is then alive, to your estate.

### **Don't wait! Designate a beneficiary today!**

Access *Your Benefits Resources™* online or call the Cummins Retirement Benefits Service Center to designate a beneficiary and ensure that your death benefits under the *Plan* are paid according to your wishes. Your designation should include contingent beneficiaries as well as your primary beneficiary.

**You must make a separate beneficiary designation for this *Plan* and for other *Cummins plans such as the Cummins Retirement and Savings Plan*.**

Remember that your existing beneficiary designation will no longer be effective if you later become married.



Prior to receiving your payments from the *Plan*, you may revoke, amend or change your designation by completing 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.

## **PLAN ADMINISTRATION**

The Cummins Inc. Benefits Policy Committee is the “*administrator*” of the *Plan* and is responsible for overall administration of the *Plan*. The *administrator* is responsible for formulating and carrying out all rules and regulations necessary to administer the *Plan*. The *administrator* may designate *Cummins* employees, third-party administrators or any other person to carry out certain *Plan* duties and responsibilities, and references to the *administrator* in this *summary* include any such delegates. The *administrator* has the discretionary authority to make decisions regarding the interpretation or application of *Plan* provisions and the discretionary authority to determine the rights, eligibility, benefits and claims of participants and beneficiaries under the *Plan*.

Benefits will be paid under the *Plan* only if the *administrator* (or its delegate) determines in its discretion that the applicant is entitled to such benefits. The *administrator* may take such actions as it deems appropriate to correct any error in administering the *Plan*, including reducing future payments to any person who received a payment that should not have been made.

Any interpretation of determination of the *administrator* or its delegate, including any third-party administrator or insurance company making claim determinations, is final and binding on all parties and is to be given full force and effect.

## **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. Your written claim should include the following:

- an explanation of the nature of the claim;
- the facts supporting the claim;
- the amount being claimed; and
- the name and mailing address of the person making the claim.

The *administrator* has delegated to the Cummins Business Services Retirement Team (the “reviewer”) the authority to review and decide claims under the *Plan*. You may file a claim with the reviewer at the address below:

Cummins Business Services  
Attention: CBS Retirement Team  
2931 Elm Hill Pike  
Nashville, TN 37214

You are entitled to receive, on request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

### ***Initial Review of Claim***

The reviewer will review the claim and typically inform you of its decision regarding your claim (in written or electronic form) within 90 days after the claim's receipt. If special circumstances require an extension of time for processing your claim, the reviewer may extend the review period by up to 90 additional days. The reviewer will notify you (in written or electronic form) within the original 90-day period of the special circumstances and when it expects to reach a decision.

The notice of the reviewer's decision regarding your claim will be written in a manner calculated to be understood by you. In addition, if your claim is denied, in whole or in part, the reviewer 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 fully evaluate your claim, together with an explanation of why the material or information is necessary; and
- explains the ***Plan's*** procedures for appealing denied claims, including any time limits applicable to such procedures, along with a statement of your right to bring civil action under section 502 of ***ERISA*** following an adverse benefit determination on appeal.

### ***Appeal of Denied Claims***

You may appeal a denied claim within 60 days after receiving written notice of the denial by filing a written request to the ***administrator*** to have your claim reconsidered. 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 comments, documents, records and other information 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.

### ***Appeal Determination***

If you file a timely appeal, the ***administrator*** typically informs you of its decision on your appeal within 60 days. If special circumstances require an extension of time for processing your claim, the ***administrator*** may extend the review period by up to 60 additional days. The ***administrator*** will notify you (in written or electronic form) within the original 60-day period of the special circumstances and when it expects to reach a decision.

The ***administrator's*** review will take into account all comments, documents, records and other information submitted by you or your representative with the appeal, without regard to whether such information was submitted or considered in the initial claim decision.

The notice of the reviewer's decision regarding your claim will be written in a manner calculated to be understood by you. In addition, if your claim is denied, in whole or in part, the reviewer 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;

- informs you that you are entitled, upon request and free of charge, to reasonable access to, and copies of, all documents, records and other information relevant to the claim and the appeal; and
- provides information regarding your right to bring a civil 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.

### ***Importance of Exhausting Administrative Remedies***

No lawsuit may be brought with respect to *Plan* benefits until all administrative claim and appeal procedures under the *Plan* have been exhausted.

Failure to file a claim and an appeal in the manner and within the time limits described above will be considered a failure to exhaust your administrative remedies and will constitute a waiver of the rights or benefits sought to be established under the *Plan*. You must raise all issues and present all theories relating to your claim during the claim and appeal process. You will be deemed to have abandoned all issues and theories not raised and presented during the claim and appeal process.

### ***Statute of Limitations***

Unless otherwise legally required, no legal or equitable action relating to a claim for benefits under the *Plan* may be brought later than one year after you or your authorized representative receives a final decision from the *administrator* in response to your appeal of a denied claim. No other legal or equitable action involving the *Plan* may be commenced later than two years from the time the person bringing an action knew, or had reason to know, of the circumstances giving rise to the action.

### **You will permanently forfeit your right to file a lawsuit if you fail to file by the deadline described in this section.**

This provision will not bar the *Plan*, or its fiduciaries, from recovering overpayments or benefits or other amounts incorrectly paid to any person under the *Plan* at any time or bringing any legal or equitable action against any party. No legal or equitable action under *ERISA* may start prior to the exhaustion of the claim and appeal process described above.

### ***Construction; Venue***

To the extent not preempted by Federal law, the *Plan* will be construed, regulated and administered under 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.

### ***Legal Fees***

Any award of legal fees in connection with an action involving the *Plan* must be calculated pursuant to the method that results in the lowest amount of fees being paid (and will not be enhanced for any risk or be subject to a multiplier) and be no more than the amount that is reasonable.

Legal fees will not be awarded for work related to administrative proceedings under the *Plan*, unsuccessful claims, or actions that are not brought under *ERISA*.

If you or any other person brings an action against the *Plan* or its fiduciaries, the *administrator*, *Cummins*, or their respective affiliates (or their or their affiliates' respective officers, directors, trustees, employees or agents), the legal fees of such parties in connection with such action will be paid by you or the person bringing the action unless a court specifically finds that the action had a reasonable basis.

## **OTHER SITUATIONS THAT MAY AFFECT PAYMENT OF YOUR BENEFIT**

### ***Power of Attorney***

If you are unable to care for your own affairs, any benefit payments payable to you may be directed to your legal representative who is authorized to conduct your affairs on your behalf. This may be a relative or court-appointed guardian.

### ***Compliance with Law and Regulation***

In addition to *ERISA*, the *Plan* must comply with the tax laws and regulations of the *Code*. As laws and regulations change, the *Plan* may change. If any changes materially affect your retirement benefit, you will be notified.

## **AMENDMENT AND/OR TERMINATION OF THE PLAN**

*Cummins* has the right, in its discretion, to amend or terminate the *Plan* at any time. You will be notified if the *Plan* is materially amended or terminated. Upon a termination of the *Plan*, you would become 100% *vested* in your accrued benefit under the *Plan*, to the extent funded. The allocation and distribution of the *Plan's* assets upon termination would be made in accordance with the provisions of the *Code* and *ERISA* and with the approval of the Pension Benefit Guaranty Corporation.

*Cummins* reserves the right to authorize the transfer of specified assets and liabilities from the *Plan* to one or more insurers providing an annuity policy or contract in satisfaction of such obligations. Any such transferred *Plan* obligations would be guaranteed and paid by the insurer and would preserve any legally protected benefits, rights and features. The *Plan* will have no further obligations with respect to any such transferred benefit.

## **NO IMPLIED PROMISES**

Nothing in this *summary* says or implies that participation in this *Plan* is a guarantee of continued employment with *Cummins*, nor is it a guarantee that the *Plan* will continue, or that *Plan* benefits levels will remain unchanged in future years.

## **NON-ASSIGNABILITY**

### ***Non-Assignment of Benefits***

Your *Plan* benefits generally cannot be awarded or assigned to anyone else. However, your benefit may be transferred to another person in the event of your death or may be paid to you but placed under the authority of someone else in the event of mental incompetency, and a portion or all of your accrued benefit may be assigned pursuant to a *qualified domestic relations order* (or a “*QDRO*”), as described below.

### ***Qualified Domestic Relations Orders***

A court may issue a domestic relations order that purports to require that part or all of your accrued benefit be paid to others, such as your spouse, former spouse (as part of the division of marital property) or your children (as child support payments). The *Plan* is required to comply with any such order that meets the applicable legal requirements and is deemed a *qualified domestic relations order*. In certain cases, an administrative hold may be placed on your benefit in anticipation of a *qualified domestic relations order*. You may obtain a copy of the *Plan's* procedures governing domestic relations orders, free of charge, by calling the *QDRO* administrator at (888) 858-5500 or by logging onto [www.qocenter.com](http://www.qocenter.com) via the internet. If the *Plan* receives such a domestic relations order relating to your benefit, you will be notified.

## **TOP-HEAVY AND OTHER BENEFIT RESTRICTIONS**

The *Plan* is subject to “top-heavy” limits that go into effect if 60% or more of the value of all the benefits in the *Plan* and certain other retirement plans maintained by *Cummins* are allocated to a small group of “key employees” as defined by Federal tax law. The *Plan* is not expected to become top-heavy at any time.

Federal tax law limits the maximum benefits payable and the amount of *compensation* that can be considered for highly compensated employees for benefits. You will be notified if these maximums apply to you.

Finally, Federal tax law also requires that certain benefits restrictions apply if, for any reason, certain *Plan* funding levels are not achieved. This may include limitations on the availability of certain forms of benefits such as lump sum distributions. You will be notified, as required by law, if any such limitations are applicable.

## **RIGHT TO RECOVER EXCESS PAYMENTS**

The *Plan* reserves the right to recover any payments made in error or which exceed the amount due under the terms of the *Plan*. To recover the overpayment from you or your beneficiary, the *Plan* will have the right to partially or entirely reduce future payments to you or your beneficiary until the total amount of erroneous or excess payments (as adjusted for earnings) is recovered. In addition, the *Plan* may recover erroneous or excess payments (as adjusted for earnings) in any other manner from the person to whom or for whom the payment was made.

## **CURRENT ADDRESS; MISSING PARTICIPANTS**

Participants, former participants, spouses, beneficiaries and other individuals who are receiving or may receive benefits under the *Plan* must keep the *administrator* or its designee advised of their current address so that benefits can be paid and notices properly provided. Any benefit payments and notices regarding the *Plan* will be sent by first-class mail to the most current address the *administrator* has on file, or by such other means (including electronic means) permitted under Federal law.

If the *administrator* cannot locate you or another person entitled to receive a portion of your benefit after a reasonable search, the missing person’s benefit may be forfeited. If the person later files a claim for a benefit before termination of the *Plan*, any forfeited benefit would be reinstated and paid.

## **NO ADVICE**

*Cummins* or its representatives cannot advise you regarding tax, investment or legal considerations relating to the *Plan* or any distribution of your benefit. If you have questions regarding retirement planning, you should seek advice from a personal advisor.

## **PLAN COST AND TRUST FUND**

*Cummins* pays the full cost of the *Plan*. It makes contributions in amounts sufficient to meet the standards prescribed by *ERISA*. The contributions are kept in a trust fund held by the Trustee of the *Plan* (see the General Information section).

Certain administrative expenses relating to the *Plan* are paid from the trust fund.

*Cummins* has no right to, or interest in, the contributions made to the trust fund, other than as provided under the *Plan* in the event of the termination of the *Plan*. These funds are used only for the benefit of *Plan* participants and beneficiaries and to pay *Plan* expenses. However, if a contribution is made by mistake of fact, the contribution may be returned within one year after payment of the contribution to the trust fund. In addition, to the extent that all or a part of a contribution is a disallowed deduction under section 404 of the *Code*, it may be returned within one year after the disallowance.

## **CONFLICT WITH PLAN**

This *summary* is written in nontechnical language as a summary of certain important provisions of the *Plan*. All rights and benefits under the *Plan* will be determined by the terms of the official *Plan* document. Accordingly, you should look to the official *Plan* document to fully understand your rights and benefits.

If the terms of the official *Plan* document are inconsistent with this *summary*, the terms of the official *Plan* document will govern.

You may request a copy of the official *Plan* document by contacting the Cummins Retirement Benefits Service Center.

## **PENSION BENEFIT GUARANTY CORPORATION INSURANCE**

Your pension benefits under the *Plan* are insured by the Pension Benefit Guaranty Corporation (“*PBGC*”), a federal insurance agency. If the *Plan* terminates (ends) without enough money to pay all benefits, the *PBGC* will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under the *Plan*, but some people may lose certain benefits.

The *PBGC* guarantee generally covers (i) normal and early retirement benefits; (ii) disability benefits if you become *disabled* before the *Plan* terminates; and (iii) certain benefits for your survivors.

The *PBGC* guarantee generally does not cover (i) benefits greater than the maximum guaranteed amount set by law for the year in which the *Plan* terminates; (ii) some or all of benefit increases and new benefits based on *Plan* provisions that have been in place for fewer than 5 years at the time the *Plan* terminates; (iii) benefits that are not *vested* because you have not worked long enough for *Cummins*; (iv) benefits for which you have not met all of the requirements at the time the *Plan* terminates; (v) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the *Plan’s* normal retirement age; and (vi) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the *PBGC* depending on how much money the *Plan* has and on how much the *PBGC* collects from employers.

For more information about the *PBGC* and the benefits it guarantees, contact the *administrator* or contact the *PBGC’s* Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the *PBGC’s* pension insurance program is available through the *PBGC’s* website on the Internet at <http://www.pbgc.gov>.

## **GENERAL INFORMATION**

### **Plan Name**

Cummins Pension Plan

### **Sponsor/Employer**

Cummins Inc.  
500 Jackson Street  
Columbus, IN 47201  
Attention: Benefits Policy Committee  
Mail Code: COB221  
(877) 377-4357

### **Sponsor's Employer Identification Number**

35-0257090

### **Plan Number Assigned by the Plan Sponsor**

001

### **Type of Plan**

Tax-qualified defined benefit plan.

### **Plan Administrator**

Cummins Inc. Benefits Policy Committee  
500 Jackson Street  
Columbus, IN 47201  
Mail Code: COB221  
(800) 682-8788

### **Plan Recordkeeper**

Cummins Retirement Benefits Service Center  
P.O. Box 661075  
Dallas, TX 75266-1075  
(800) 682-8788

### **Trustee**

The Northern Trust Company  
50 South LaSalle Street  
Chicago, IL 60603

### **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**

Vice President – General Counsel  
Cummins Inc.  
301 E. Market Street  
Indianapolis, IN 46204

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

### **Source of Financing for the Plan**

Cummins pays the full cost of the *Plan* by making contributions. The contributions are held in trust with the Trustee. The contributions required to fund the *Plan* are determined by an actuary in accordance with the requirements of the *Code* and *ERISA*. Certain administrative expenses relating to the *Plan* are paid from the trust fund.

## **PARTICIPANT RIGHTS AND PROTECTIONS UNDER ERISA**

### ***Receive Information About the Plan and Benefits***

As a participant in the *Plan*, 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, upon written request to the *administrator*, copies of all *Plan* documents, including collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and the updated summary plan description. The *administrator* may make a reasonable charge for copies.
- Receive an annual plan funding notice that provides information about the *Plan's* funding status and asset allocation, *ERISA* rules regarding plan termination and certain other plan information. The *administrator* is required by law to furnish each participant with a copy of this notice.
- 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 now. This statement must be requested in writing and is not required to be given more than once a year. The *Plan* must provide this statement free of charge.

### ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for participants, *ERISA* imposes duties upon the people who are responsible for the *Plan's* operation. These people, called fiduciaries of the *Plan*, have a duty to act 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*.

### ***Enforce Your Rights***

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to that decision without charge and to appeal any denial, all within certain time limits.

Under *ERISA*, there are steps that you can take to enforce the above rights. For example, 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 (or such other amount in effect from time to time) until you receive the materials, unless the materials were not sent because of reasons beyond the control of the *administrator*.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 satisfied 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 *Your Benefits Resources*<sup>TM</sup>. If you have any questions about this statement or about your rights under **ERISA**, or if you need assistance in obtaining documents from the **administrator** 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**

**“actuarial(ly) equivalent”** means a benefit of value equivalent to that of the value of the benefit being replaced, computed using the actuarial factors specified for such purpose.

**“administrator”** means the Cummins Inc. Benefits Policy Committee.

**“break in service”** means your termination of employment without returning to work within 12 months or your approved leave of absence lasting for more than 12 consecutive months.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time.

**“compensation”** means, with respect to a plan year, the types of compensation paid to you by *Cummins* during the plan year, as described in the section titled “Plan Formula,” and included in your taxable income for the plan year.

**“Cummins”** means Cummins Inc. or any successor thereto. References to *Cummins* in this *summary* generally include Cummins Inc. and all of its affiliates that, together with Cummins Inc., are treated as a single employer for purposes of the Federal tax laws applicable to retirement plans.

**“disabled”** means eligible to receive benefits under your employer’s long-term disability plan.

**“domestic partner”** means a person of the same or opposite sex:

- with whom the participant has a single, dedicated relationship and has shared the same permanent residence for at least six (6) months;
- who is not married to the participant or to another person or part of another *domestic partner* relationship and is at least age eighteen (18);
- who, with the participant, is mutually responsible for the other’s welfare;
- who, with the participant, intends for their relationship to be permanent;
- who is not so closely related to the participant as to preclude marriage under state law; and
- for whom there is an affirmation of domestic partnership, in such form as *Cummins* may require, on file with the *administrator*.

**“eligible employee”** means an employee of a *participating employer* (1) who is a citizen or legal permanent resident of the United States or has been authorized to work in the United States and (2) who is not an *excluded employee*.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“excluded employee”** means any employee who is:

- a nonresident alien who receives no United States income;
- eligible to participate in a *Cummins* home country retirement plan;
- on expatriate assignment in the United States that began after December 31, 2011 (unless he or she was participating in a *Cummins* home country retirement plan immediately before transferring to the United States and is legally barred from continued participation in that plan);

- accruing benefits under another *Cummins* defined benefit pension plan;
- receiving benefits under a *Cummins* long-term disability program;
- classified by *Cummins* as an independent contractor (regardless of how you would be classified by the Internal Revenue Service, the Department of Labor or any other court of governmental agency);  
or
- employed as a student intern, or other group of employees designated as being ineligible to participate in the *Plan*.

“*five-year guaranteed benefit*” has the meaning set forth in the section titled “Special Provisions.”

“*interest credit*” means the monthly additional credit applied to your account, which may be an *interest credit at active rates* or an *interest credit at inactive rates* depending on whether you are entitled to receive *pay credits* for the applicable month.

“*interest credit at active rates*” means the monthly additional credit applied to your account for months in which you receive *pay credits*, which will be equal to your account balance as of the first day of the month, multiplied by the monthly equivalent of the average annual yield on 30-year United States Treasury bonds for September of the immediately preceding calendar year, assuming monthly compounding, plus 1%.

“*interest credit at inactive rates*” means the monthly additional credit applied to your account for months in which you do not receive *pay credits* until you or your beneficiary begin receiving benefits from the *Plan*, which will be equal to your account balance as of the first day of the month, multiplied by the monthly equivalent of the average annual yield on 30-year United States Treasury bonds for September of the immediately preceding calendar year, assuming monthly compounding, minus 0.5%.

“*IRS*” means the United States Internal Revenue Service.

“*normal retirement date*” means the first day of the month coincident with or next following your 65<sup>th</sup> birthday.

“*participating employers*” means *Cummins* and any affiliate of *Cummins* that has adopted the *Plan*.

“*pay credits*” means the monthly additional credit applied to your account while you are an active participant, calculated with reference to your age, *service* and *compensation*.

“*PBGC*” means the Pension Benefit Guaranty Corporation.

“*Plan*” means the Cummins Pension Plan, as amended and restated from time to time.

“*post-2001 benefit*” has the meaning set forth in the section titled “Special Provisions.”

“*prior plan*” means the Cummins Engine Company, Inc. and Affiliates Retirement Plan “A”, as in effect before January 1, 1997.

“*qualified domestic relations order*” or “*QDRO*” means any domestic relations order which the *administrator* has determined, in accordance with procedures established by the *administrator*, meets the requirements of *Code* Section 414(p).

“*service*” means the sum of all of your periods of employment with *Cummins*.

**“summary”** means this summary plan description, including any summaries of material modification to this *summary*.

**“USERRA”** means the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

**“vested”** means your benefits are no longer forfeitable upon your termination of employment.







Cummins Pension Plan

Locations: 110, 111, 115, 121, 122, 131, 132, 134, 135, 137, 139, 140, 141, 142, 190, 200, 220, 240, 250, 260, 291, 300, 301, 390, 400, 500, 554, 600, 610, 621, 631, 632, 652, 660, 661, 662, 700, 721, 722, 810, 815, 821, 822, 823, 824, 825, 826, 830, 831, 837, 841, 842, 843, 844, 847, 848, 849, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 866, 867, 868, 869, 870, 871, 874, 876, 877, 878, 879, 880, 881, 882, 883, 884, 887, 888, 890, 891, 892, 893, 894, 895, 896, 897, 900, 950, 951, 952