

Settlement Agreement between

Cummins Inc.

and the

California Air Resources Board

WHEREAS, the State of California Air Resources Board ("CARB"), alleges that Cummins Inc. ("Cummins") manufactured for sale, offered for sale, sold, or introduced or delivered for introduction into commerce in California engines that did not conform to the design specifications in its applications for California Executive Orders certifying said engines for sale in California in that they did not include the aftertreatment device (hereinafter, "catalyst") referenced in the same shipment, thereby violating California law including but not limited to California Health and Safety Code Sections 43153 and 43211;

WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint in the United States District Court for the District of Columbia alleging substantially as above with regard to said engines entering commerce in the United States and has entered into a Consent Decree with Cummins to settle this matter;

WHEREAS, Cummins does not admit any liability to the State of California arising out of the transactions or occurrences alleged herein;

WHEREAS, Cummins and CARB (together, the "Parties") recognize that this Settlement Agreement has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Settlement Agreement is fair, reasonable, and in the public interest.

NOW, THEREFORE, without trial, litigation, or adjudication of any issue of fact or law, and without this Settlement Agreement constituting an admission of any fact or law by any Party with respect to the matters described above, it is AGREED between the Parties as follows:

I. APPLICABILITY

1. This Settlement Agreement applies to and is binding upon CARB and upon Cummins, its successors, and assigns, and any other entities or persons otherwise bound by law. No transfer or change in ownership or corporate or other legal status of Cummins, including but not limited to any transfer of assets or real or personal property, shall relieve the responsibilities of Cummins, its successors or assigns under this Settlement Agreement.

2. Cummins shall provide a copy of this Settlement Agreement to all officers, directors, employees, agents, contractors, or any other entities or persons bound by law whose duties might reasonably include compliance with any provisions of this Settlement Agreement.

3. In any action to enforce this Settlement Agreement, Cummins shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or any other entities or persons otherwise bound by law, to take any actions necessary to comply with the provisions of this Settlement Agreement.

II. DEFINITIONS

4. Terms used in this Settlement Agreement that are defined in the California Health and Safety Code or in regulations CARB promulgated there under have the meanings assigned to them in the Code or such regulations, unless otherwise provided in this Settlement Agreement.

Whenever the terms set forth below are used in this Settlement Agreement, the following definitions apply:

- a. "Complaint" means the complaint filed by the United States in its related action (United States v. Cummins Inc., No. 1:10-cv-00275-HHK (D.D.C));
- b. "Day" means a calendar day unless expressly stated to be a business day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or State of California holiday, the period shall run until the close of business of the next business day;
- v. "Defendant" and "Cummins" means Cummins Inc. and any joint ventures that participated in or facilitated the sale, offering for sale, introduction, or delivery for introduction into commerce in California the engines at issue described above and in the Complaint;
- d. "EPA" means the United States Environmental Protection Agency and any of its successor departments or agencies;
- e. "EPA Consent Decree" shall mean the Consent Decree entered into by Cummins and the United States to resolve allegations of the separate shipment of engines and catalysts in the Complaint.
- f. "Effective Date" is as defined in Section XIII.
- g. "Paragraph" means a portion of this Settlement Agreement identified by an Arabic numeral;
- h. "Parties" means CARB and Cummins;
- i. "Section" means a portion of this Settlement Agreement identified by a Roman numeral;
- j. "Settlement Agreement" or "Agreement" means this Agreement and all appendices attached hereto (listed in Section XVIII); and

- k. "United States" means the United States of America, acting on behalf of EPA.

III. CIVIL PENALTY

5. Cummins has agreed to pay a total penalty of \$2,100,000.00 to the United States and CARB with regard to the conduct at issue in the Complaint and this Settlement Agreement, including \$420,000 to be paid to CARB pursuant to this Agreement. The payment of the remaining \$1,680,000.00 shall be governed by the terms and conditions of the separate EPA Consent Decree.

6. Within 30 days of the Effective Date of this agreement, Cummins shall pay the civil penalty due CARB by electronic funds transfer ("EFT") to CARB in accordance with written instruction CARB will provide to Cummins. Any EFT received after 11:00 a.m. Pacific Time will be credited the next business day. At the time of payment, Cummins shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Settlement Agreement between Cummins and CARB, and shall reference "Aftertreatment Device Settlement" to CARB in accordance with Section XII of this Settlement Agreement (Notices); by email to zmalchen@arb.ca.gov; and by mail to:

Zina Malchenko
Administrative Services Division, Fiscal Branch
California Air Resources Board
1001 I Street
Sacramento, CA 95814

7. Cummins shall not deduct any penalties paid under this Settlement Agreement pursuant to this Section or Section VI (Stipulated Penalties) in calculating its federal, or, if applicable, its State of California income tax.

IV. COMPLIANCE REQUIREMENTS

8. Cummins has agreed to certain compliance requirements in Paragraphs 10 and 13 the EPA Consent Decree regarding the recall of engines equipped with the incorrect catalyst and the recoupment of excess emissions. Those requirements are applicable to the Cummins engines that both CARB and the United States have alleged were equipped with the incorrect catalyst. In order to avoid duplication, the compliance requirements in the EPA Consent Decree are not restated herein. However, this Settlement Agreement is conditioned on Cummins' satisfactory performance of those compliance requirements. In order to demonstrate such compliance, Cummins shall:

- a. Within 60 days of the Effective Date of this Settlement Agreement, provide to CARB written evidence of its compliance with Paragraph 13 of the EPA Consent Decree by sending a Notice in compliance with Section XII of this Settlement Agreement (Notices);
- b. Establish and maintain records to enable CARB to monitor the implementation of the recall required by Paragraph 10 of the EPA Consent Decree, including, but not limited to: the quarterly and cumulative number of engines that have had the catalyst replaced and copies of warranty claim reports for the recall, and promptly provide these records to CARB upon request.

9. Shipment of Engines without Catalysts. From the effective date of this Settlement Agreement, Cummins shall not sell, offer for sale, introduce or deliver for introduction into commerce in California any new motor vehicle engine without the catalyst specified in the application for certificate of conformity approved in a CARB-issued Executive Order, except as specifically-provided in the application or any applicable law or regulation.

V. REPORTING REQUIREMENTS

10. All reports shall be submitted to the persons designated in Section XII of this Settlement Agreement (Notices).

11. Each report submitted by Cummins under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

12. The reporting requirements of this Settlement Agreement do not relieve Cummins of any reporting obligations required by the California Health and Safety Code or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

13. Any information provided pursuant to this Settlement Agreement may be used by CARB in any proceeding to enforce the provisions of this Settlement Agreement and as otherwise permitted by law.

VI. STIPULATED PENALTIES

14. Cummins shall be liable for stipulated penalties to the State of California through CARB for violations of this Settlement Agreement as specified below, unless excused under Section VII (Force Majeure).

15. If Cummins fails to pay the civil penalty required to be paid under Section III of this Settlement Agreement by the deadline in Paragraph 5, Cummins shall pay the legal rate of interest and a stipulated penalty of \$200.00 per Day for each Day that the payment is late.

16. If Cummins fails to retire the required number of credits of NO_x + NMHC or PM by the deadline set forth in Paragraph 13 of the EPA Consent Decree, it shall pay to the State of California a stipulated penalty of \$100.00 per day for each day the credits are not retired.

17. If Cummins fails to maintain the recall for the time period specified in Paragraph 10 of the EPA Consent Decree, it shall pay a stipulated penalty of \$100.00 per day for each day the recall is not in effect.

18. Stipulated penalties under these Paragraphs 15-17 begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties accrue simultaneously for separate violations of this Settlement Agreement.

19. Cummins shall pay any stipulated penalty within 30 Days of receiving CARB's written demand.

20. The State of California, through CARB, may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Settlement Agreement.

21. Stipulated penalties shall continue to accrue as provided in Paragraph 18, during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the Parties or by a decision of CARB that is not appealed to the appropriate court, Cummins shall pay accrued penalties

determined to be owing, together with interest, to CARB within 30 Days of the effective date of the agreement or the receipt of CARB's decision or order.

b. If the dispute is appealed to the appropriate court and CARB prevails in whole or in part, Cummins shall pay all accrued penalties determined by the court to be owing, together with interest, within 60 Days of receiving the court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the court's decision, Cummins shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

22. Cummins shall pay stipulated penalties owing to CARB in the manner set forth and with the confirmation notices required by Paragraph 8, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

23. If Cummins fails to pay stipulated penalties according to the terms of this Settlement Agreement, Cummins shall be liable for interest on such penalties, accruing as of the date payment became due, based on the legal rate of interest. Nothing in this Paragraph shall be construed to limit CARB from seeking any remedy otherwise provided by law for Cummins' failure to pay any stipulated penalties.

24. Subject to the provisions of Section X of this Settlement Agreement (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Settlement Agreement shall be in addition to any other rights, remedies, or sanctions available to CARB for Cummins' violation of this Settlement Agreement or applicable law. Where a violation of this Settlement Agreement is also a violation of the California Health and Safety Code, Cummins

shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VII. FORCE MAJEURE

25. "Force majeure," for purposes of this Settlement Agreement, is defined as any event arising from causes beyond the control of Cummins, of any entity controlled by Cummins, or of Cummins' contractors that delays or prevents the performance of any obligation under this Settlement Agreement despite Cummins' best efforts to fulfill the obligation. The requirement that Cummins exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Cummins' financial inability to perform any obligation under this Settlement Agreement.

26. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a force majeure event, Cummins shall provide a notice within 15 days in writing to CARB that includes an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Cummins' rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Cummins, such event may cause or contribute to an endangerment to public health, welfare or the environment. Cummins shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Cummins from asserting

any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Cummins shall be deemed to know of any circumstance of which Cummins, any entity controlled by Cummins, or Cummins' contractors knew or should have known.

27. If CARB agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Settlement Agreement that are affected by the force majeure event will be extended by CARB for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. CARB will notify Cummins in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

28. If CARB does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, CARB will notify Cummins in writing of its decision.

29. If Cummins elects to invoke the dispute resolution procedures set forth in Section VIII (Dispute Resolution) with regard to a force majeure, it shall do so no later than 15 days after receipt of CARB's notice. In any such proceeding, Cummins shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Cummins complied with the requirements of Paragraphs 25 and 26. If Cummins carries this burden, the delay at issue shall be deemed not to be a violation by Cummins of the affected obligation of this Settlement Agreement identified to CARB and to any reviewing court.

VIII. DISPUTE RESOLUTION

30. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Settlement Agreement. Cummins' failure to seek resolution of a dispute under this Section shall preclude Cummins from raising any such issue as a defense to an action by CARB to enforce any obligation of Cummins arising under this Settlement Agreement.

31. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Settlement Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Cummins sends CARB a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by CARB shall be considered binding unless, within 10 Days after the conclusion of the informal negotiation period, Cummins invokes formal dispute resolution procedures as set forth below.

32. Formal Dispute Resolution. Cummins shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on CARB a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Cummins' position and any supporting documentation relied upon by Cummins.

33. CARB shall serve its Statement of Position within 30 Days of receipt of Cummins' Statement of Position. CARB's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting

documentation relied upon by CARB. CARB's Statement of Position shall be binding on Cummins, unless Cummins files a motion for judicial review of the dispute in accordance with the following Paragraph.

34. Cummins may seek judicial review of the dispute by filing with a court of appropriate jurisdiction and serving on CARB, in accordance with Section XII of this Settlement Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of CARB's Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Cummins' position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Settlement Agreement. The motion may not raise any argument or matter not addressed by Cummins in its Statement of Position under paragraph 32.

35. CARB shall respond to Cummins' motion within the time period allowed by the applicable rules of court. Cummins may file a reply memorandum, to the extent permitted by those rules.

36. Standard of Review. Cummins shall bear the burden of demonstrating that its position complies with this Settlement Agreement and better further the objectives of the Settlement Agreement.

37. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Cummins under this Settlement Agreement, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 21. If

Cummins does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Stipulated Penalties).

IX. INFORMATION COLLECTION AND RETENTION

38. Until three years after the termination of this Settlement Agreement, Cummins shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Cummins' performance of its obligations under this Settlement Agreement. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by CARB, Cummins shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

39. At the conclusion of the information-retention period provided in the preceding Paragraph, Cummins shall notify CARB at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by CARB, Cummins shall deliver any such documents, records, or other information to CARB. Cummins may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by California law. If Cummins asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or

information; and (6) the privilege asserted by Cummins. However, no documents, records, or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on grounds of privilege.

40. Cummins may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under the procedures in Title 17, California Code of Regulations, Sections 91000-91022. As to any information that Cummins seeks to protect as CBI, Cummins shall follow the procedures set forth in said Sections.

41. This Settlement Agreement in no way limits or affects any right of entry and inspection, or any right to obtain information, held by CARB pursuant to applicable state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Cummins to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

X. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

42. This Settlement Agreement resolves the civil claims of CARB for the violations that are or could have been alleged against Cummins concerning or relating to the separate shipment of the engines included on the list of engines families set forth on Appendix A and their respective catalysts through the Effective Date.

43. CARB reserves all legal and equitable remedies available to enforce the provisions of this Settlement Agreement, except as expressly stated in Paragraph 42. This Settlement Agreement shall not be construed to limit the rights of CARB to obtain penalties or injunctive relief under the California Health and Safety Code or implementing regulations, or

under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 42.

44. This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Cummins is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Cummins' compliance with this Settlement Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. CARB does not, by entering this Settlement Agreement, warrant or aver in any manner that Cummins' compliance with any aspect of this Settlement Agreement will result in compliance with provisions of the California Health and Safety Code or with any other provisions of federal, State, or local laws, regulations, or permits.

45. This Settlement Agreement does not limit or affect the rights of Cummins or of CARB against any third parties, not party to this Settlement Agreement, nor does it limit the rights of third parties, not party to this Settlement Agreement, against Cummins, except as otherwise provided by law.

46. This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Settlement Agreement.

XI. COSTS

47. The Parties shall bear their own costs of this action, including attorneys' fees, except that should a reviewing court subsequently determine that Cummins violated the terms or conditions of this Settlement Agreement, then Cummins shall be liable to CARB for any costs and attorneys' fees that CARB incurs in any action or proceeding to enforce this Settlement Agreement, including, but not limited to, a proceeding to collect any unpaid balance of the civil

penalty specified in Section III or any unpaid balance of a stipulated penalty or interest to be paid in accordance with Section VI.

XII. NOTICES

48. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Settlement Agreement, they shall be made in writing and addressed as follows:

To CARB:

James N. Goldstene
Executive Officer
California Air Resources Board
1001 I Street
Sacramento, CA 95814

and

David Aron Livingston
Senior Staff Counsel
California Air Resources Board
1001 I Street
Sacramento, CA 95814

To Cummins:

Marya M. Rose
Vice President - General Counsel and Corporate Secretary
Cummins Inc.
500 Jackson Street MC 60901
Columbus, IN 47202

and

Robert A. Jorgensen
Executive Director - Product Environmental Management
Cummins Inc.
500 Jackson Street MC 60702
Columbus, IN 47202

49. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

50. Notices submitted pursuant to this Section shall be deemed submitted upon mailing (if sent by overnight express) or faxing unless otherwise provided in this Settlement Agreement or by mutual agreement of the Parties in writing.

XIII. EFFECTIVE DATE

51. The Effective Date of this Settlement Agreement is the last date of the signatures to this Agreement.

XIV. MODIFICATION

52. The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all the Parties.

53. Any disputes concerning modification of this Settlement Agreement shall be resolved pursuant to Section VIII of this Settlement Agreement (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 36, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification.

XV. TERMINATION

54. a. After Cummins has completed the requirements of Paragraph 8 of this Settlement Agreement, has achieved compliance with Paragraph 9 of this Settlement Agreement, has paid the civil penalty and any accrued stipulated penalties as required by this Settlement Agreement, and has complied with all other requirements of this Settlement Agreement, Cummins may serve upon the CARB a Request for Termination, stating that it has satisfied those requirements, together with all necessary supporting documentation.

b. Following receipt by CARB of Cummins' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Cummins has satisfactorily complied with the requirements for termination of this Settlement Agreement. If CARB agrees that this Settlement Agreement may be terminated, CARB will notify Cummins in writing that the Agreement is terminated.

c. If CARB does not agree that this Settlement Agreement may be terminated, Cummins may invoke Dispute Resolution under Section VIII of this Settlement Agreement. However, Cummins shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 32 of Section VIII, until 45 days after service of its Request for Termination.

XVI. SIGNATORIES/SERVICE

55. Each undersigned representative of Cummins and CARB certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind to this document the Party he or she represents.

56. This Settlement Agreement may be signed in counterparts, and its validity shall not be challenged on that basis. Cummins agrees to accept service of process by mail with respect to all matters arising under or relating to this Settlement Agreement and to waive formal service requirements under the California Code of Civil Procedure and any applicable Local Rules including, but not limited to, service of a summons.

XVII. INTEGRATION

57. This Settlement Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the

Settlement Agreement and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Settlement Agreement or the settlement it represents, nor shall it be used in construing the terms of this Settlement Agreement.

XVIII. APPENDIX

58. The following appendix is attached to and made part of this Settlement Agreement:

“Appendix A” is the list of engine families subject to the violations alleged herein.

FOR THE CALIFORNIA AIR RESOURCES BOARD:

Dated: 9/15/10



JAMES N. GOLDSTENE
Executive Officer
California Air Resources Board
1001 I Street
Sacramento, CA 95814

FOR CUMMINS INC.:

Dated: 8/25/10



MARYA M. ROSE
Vice President - General Counsel and
Corporate Secretary
Cummins Inc.
500 Jackson Street MC 60901
Columbus, IN 47202