

3M COMPANY

DIVIDEND REINVESTMENT PLAN

Have your 3M dividends automatically reinvested in additional 3M stock through 3M's automatic Dividend Reinvestment Plan (the "Plan"). Administered by Wells Fargo Bank, N.A. ("Wells Fargo"), this service is an easy, practical way to build your 3M stockholdings.

Benefits of the Plan

- There are no dividend checks to deposit; your dividends are paid directly to your 3M Dividend Reinvestment account at Wells Fargo Bank, N.A.
- Every penny goes to work for you, buying full and fractional shares (computed up to three decimal places) of 3M stock. You pay no brokerage fees or service charges.
- You may send additional money, if you wish (as little as \$10, up to \$10,000, every dividend quarter) to buy more 3M stock.
- You may send your physical stock certificate(s) to Wells Fargo Bank, N.A. for free safekeeping, if you wish.
- Wells Fargo Bank, N.A. keeps detailed records of your account and will mail you a statement after each transaction. This will be at least quarterly for the dividend purchases. The statements will reflect how much stock is bought and how many shares you own.
- You can join or quit the Plan at any time.
- You may enroll online.

If you have established automated privileges on your account, you can:

- Change the amount of, or stop, automatic monthly bank withdrawals;
- Sell some or all of your plan shares if the current market value of the shares to be sold is \$25,000 or less; and
- Request a certificate for some or all full shares in the plan, but only if the current market value of the shares to be issued is \$50,000 or less.

To establish automated privileges, please call Wells Fargo and request an Automated Request Authorization form.

Who Is Eligible

- Any registered owner of 3M common stock is eligible. (If your stock is held by a brokerage firm in "street name," it is not eligible.)

Regulations in certain countries may limit or prohibit participation in this type of Plan. Accordingly, persons residing outside the United States who wish to participate in the Plan should first determine whether they are subject to any governmental regulation prohibiting their participation.

Direct Registration

3M is a participant in the Direct Registration System (DRS). DRS is a method of recording shares of stock in book-entry form. Book-entry means that your shares are registered in your name on the books of the company without the need for physical certificates and are held separately from any Plan shares you may own. Shares held in book-entry have all the traditional rights and privileges as shares held in certificate form. With DRS shareholders can:

- Eliminate the risk and cost of storing certificates in a secure place
- Eliminate the cost associated with replacing lost, stolen, or destroyed certificates
- Move shares electronically to their broker

How to Begin Any future share transactions will be issued to book-entry form rather than physical certificates unless otherwise specified by the requester. You may convert any stock certificate(s) you are currently holding into book-entry form. Send the stock certificate(s) to Wells Fargo Shareowner Services with a request to deposit them to your DRS account. There is no cost to you for this custodial service and by doing so, you will be relieved of the responsibility for loss or theft of your certificate(s). Your certificate(s) should not be endorsed, and we recommend sending your certificate(s) registered insured mail for 3% of the current market value.

Electronic Share Movement You may choose to have a portion or all of your full book-entry shares delivered directly to your broker by contacting your broker/dealer. When using your broker to facilitate a share movement, provide them with a copy of your DRS account statement.

How the Service Works

Once you enroll by going online or by returning the enclosed card, the service is automatic.

3M will send your quarterly dividends directly to Wells Fargo. This will include dividends on 3M shares you hold and on any full or fractional shares in your Dividend Reinvestment Plan account. The bank will buy more stock weekly on Tuesday or next business day if the market is not open on Tuesday for you at the current market price. If your dividends are not sufficient to buy a full share, Wells Fargo will credit you with a fractional share. Every penny is reinvested.

After each transaction, Wells Fargo will mail you a statement of your account. It will show the amount of the total cash dividends reinvested, the amount of stock bought, and the new total of full and fractional shares in your account.

If you choose to send additional cash payments, you'll receive a statement after each purchase.

Wells Fargo will hold the shares it has purchased for you, unless you ask for new certificates to be mailed to you. The bank will issue physical certificates registered in your name for full shares at any time upon written request or via telephone too.

As a participant in the Plan, you may send any 3M physical stock certificates you hold to Wells Fargo for free safekeeping. Because you bear the risk of loss when sending stock certificates through the mail we suggest that you send them registered insured for at least 3% of the current market value. Please do not endorse certificates. Your deposit will be shown on your next statement.

If you decide to withdraw from the Plan, Wells Fargo will convert full shares to book-entry (DRS) and send you a check for any fractional shares (at the current market price minus brokerage commission and service charges). Or, you may tell Wells Fargo to sell all the shares (at the current market price minus brokerage commission and service charges) in your account and send you a check, less applicable fees.

Additional Cash Payments

Send your check, payable to Shareowner Services, with your signed authorization card. (After you're in the Plan, send your payment with the transaction request form from your Dividend Reinvestment statement from Wells Fargo.)

Payments may be as small as \$10, but no more than \$10,000, per dividend quarter.

Please mail these optional payments to Wells Fargo not 3M, at the address listed at the end of this brochure.

Automatic Cash Withdrawal and Investment Service

Automatic Cash Withdrawal and Investment Service is a convenient method to have money automatically withdrawn from your checking or savings account and invested in your Plan account, thus eliminating the need to write and mail checks. Once automatic deductions have begun, your account will be debited on the 5th of each month or, if that day is not a business day, the next day after the 5th. Funds will be invested in 3M common stock on the next optional cash investment date that is at least 3 complete business days after your account is debited. You do not receive any confirmation of the

transfer of funds after your account is debited. You do not receive any confirmation of the transfer of funds other than as reflected in your Plan account statements and in your bank account statements. To enroll in the Automatic Investment Cash Withdrawal and Investment feature go online or complete and sign the Automatic Cash Withdrawal and Investment Service form and return to Wells Fargo. You can change the dollar amount or stop the Automatic Cash Withdrawal and Investment service at any time by going online, telephoning if you have previously authorized automated privileges, or by writing to the address shown in this brochure. You can also change your bank or ABA/Routing number by going online or by writing to the address shown in this brochure. To be effective for the next investment, your enrollment, change or termination must be received by Wells Fargo at least 15 business days prior to the next investment date.

Terms and Conditions

The following pages contain additional Plan information. Please read them carefully and keep this brochure with your 3M stock materials.

Income Tax Information

Reinvested dividends are subject to income taxes, the same as if you had received a dividend check. In addition, the Internal Revenue Service has ruled that the brokerage commissions 3M pays for you under the Plan are also taxable as dividend income.

Each January, Wells Fargo will send you a Form 1099-DIV showing the 3M dividends credited to your account, as well as the applicable fees and commissions paid for you. Keep this statement with your tax records.

You should consult your personal tax advisor concerning proper tax treatment of these amounts, as interpretation may differ, and laws, regulations and rulings may change over time.

To Join the Plan

Go online or complete and sign the enclosed authorization card and mail it to Wells Fargo in the enclosed, postage-paid envelope.

To activate your account online, Go to www.shareowneronline.com and click "First Time Visitor Sign Up." Next, simply follow the instructions found on the "First Time Visitor New Member Registration" page. Once you have successfully signed up, you will receive an e-mail notifying you that your account information is available, usually the next business day.

Your participation will begin with the next dividend payment, unless the bank does not receive your completed authorization card until after the dividend "record date" In that case, your account will open with the following dividend.

Questions About the Plan

If you have questions about the Plan, please direct them to: Wells Fargo Shareowner Services at the address listed at the end of this brochure.

Terms and Conditions

Terms and Conditions of Authorization for Automatic Dividend Reinvestment Plan

- As agent for the participant, Wells Fargo Bank, N.A. (the "Bank") will apply all dividends on the shares of 3M common stock held by the participant, all additional optional cash investments, or a combination of both, and dividends on any full or fractional shares acquired under the 3M Dividend Reinvestment Plan (the "Plan"), to the purchase of additional shares of 3M common stock for the participant's account. Such purchases may be made on any securities exchange where such shares are traded, in the over-the-counter market or in negotiated transactions, and may be on such terms as to price, delivery, and otherwise as the Bank may determine.
- The participant may make cash contributions (\$10 minimum to \$10,000 maximum per dividend quarter in U.S. funds) to the Bank, accompanied by either the signed authorization card or the cash contribution form attached to your Plan statement. In making purchases for the participant's account, the Bank may commingle the participant's funds with those of other participants. In the case of each purchase, the price at which the Bank shall be deemed to have acquired shares for the participant's account shall be the weighted average price of all shares purchased by it, as agent for participants in the Plan, with their aggregate funds used for such purchase. The Bank may hold the shares of all participants together in its name or in the name of its nominee. The Bank shall have no responsibility as to the value of the 3M common stock acquired for the participant's account. Dividends will be invested by the Bank no later than 30 days after receipt, and optional cash investments will be invested weekly on Tuesday or if Tuesday is not a business day, then the following business day of each week provided the aggregate funds are sufficient to purchase at least 100 shares, except where deferment is necessary to comply with rule Regulation M under the Securities Exchange Act of 1934 or other applicable provisions of securities law. It is understood that, in any event, the Bank shall have no liability in connection with any inability to purchase shares or the timing of any purchases. Participants' funds held by the Bank will not bear interest. Participants may withdraw their entire optional cash investment by written notice received by the Bank not less than two business days before such amount is to be invested.

Checks must be in U.S. funds and drawn on a United States bank. Second party checks are not accepted.

If any optional cash contributions, including payments by check or automatic withdrawal, is returned for any reason, the Bank will remove from the

participant's account any shares purchased upon prior credit of such funds, and will sell these shares. The Bank may sell other shares in the account to recover a \$25.00 returned funds fee for each optional cash contribution returned unpaid for any reason and may sell additional shares as necessary to cover any market loss incurred by the Bank.

During the period that an optional cash investment is pending, the collected funds in the possession of the Bank may be invested in certain Permitted Investments. For purposes of this Plan, "Permitted Investments" shall mean any money market mutual funds registered under the Investment Company Act (including those of an affiliate of the Bank or for which the Bank or any of its affiliates provides management advisory or other services) consisting entirely of (i) direct obligations of the United States of America; or (ii) obligations fully guaranteed by the United States of America. The risk of any loss from such Permitted Investments shall be the responsibility of the Bank. Investment income from such Permitted Investments shall be retained by the Bank.

You are under no obligation to make additional cash investments. Funds awaiting purchase do not earn interest.

- Following each purchase, the Bank will send to each participant whose funds have been applied to such purchase an advice of all transactions in the account since the last purchase, including a statement showing the current shares in the account.
- Participants may elect to deposit their physically held certificate(s) into the Dividend Reinvestment account for safekeeping by sending the certificate(s) to the Bank together with instructions to deposit the certificate(s) into the Plan. The transaction will appear on the statement for that period, and shares will be held by the Bank in its name or nominee name. These shares will be held in the Dividend Reinvestment account until such time as the participant requests a certificate, sale or termination from the Plan.

Because participants bear the risk of loss when sending stock certificates through the mail the Bank suggests that participants send them registered insured for at least 3% of the current market value. **Please do not endorse certificates.**

Participants should note that a cost basis record for deposited shares cannot be provided by the Dividend Reinvestment agent. A record of purchase prices should be retained by the participant.

- No certificates will be issued to a participant for shares in the participant's account unless requested of the Bank in writing, or until the account is terminated. Such requests shall be handled by the Bank without charge to the participant. No

- certificate for a fractional share will be issued, but dividends on a fractional interest in a share will be credited to the participant's account.
- It is understood that the reinvestment of dividends does not relieve the participant of any income tax that may be payable on such dividends. The Bank will report to all participants the amount of dividends credited to their accounts.
 - The Bank will vote all shares held in the participant's account in the same way in which the participant votes shares of 3M standing of record in the participant's name by the regular proxy returned by participants to 3M, or, the Bank sends to the participant a separate proxy covering the shares credited to the participant's dividend reinvestment account, then such shares will be voted as designated on such separate proxy. In the event the participant does not direct the voting of shares by either the regular or separate proxy, the shares credited to participant's Dividend Reinvestment account will not be voted.
 - Except as otherwise expressly provided herein, participants may not sell, pledge, hypothecate or otherwise assign or transfer the participant's account any interest therein or any cash or shares credited to the participant's account. No attempt at any such sale, pledge, hypothecation or other assignment or transfer shall be effective. Nothing herein shall affect a stockholder's rights in respect to shares for which certificates have been received.

A participant may terminate the account at any time by telephoning if you have previously authorized automated privileges or by writing to the Bank. When submitting written instructions to the Bank, all registered owners must sign as their name(s) appear on the account. If your request to terminate from the Plan is received on or after the dividend record date, but before the dividend payment date, your termination will be processed as soon as practicable, and a separate dividend check will be mailed to you. Future dividends will be paid in cash, unless you rejoin the Plan. The Bank may terminate the account at any time by notice in writing mailed to the participant. The Bank can terminate your participation in the Plan if you do not own at least one full share in your name or held through the Plan. A participant requesting termination may elect to have their full Plan shares converted to book-entry (DRS) or, receive cash for all the full Plan shares in the account. If cash is elected, the Bank will sell such shares at the current market value and the Bank will send the net proceeds to the participant, after deducting brokerage commissions and service charges. If a participant submits a request to sell all or part of their Plan shares, and you are requesting net proceeds to be automatically deposited to a bank checking or savings account, they must provide a voided blank check for a checking account or blank savings deposit slip for a savings account. If a participant is unable to provide a voided check or deposit slip, your written request must have their signature(s) medallion guaranteed by an eligible financial institution for direct deposit. Requests for automatic deposit of sales proceeds that do not provide the required documentation will be ignored and a check for the net proceeds will be issued. If no election is made in the request for termination, full Plan shares will be converted to book-entry (DRS) and a check issued minus applicable service fees and brokerage commissions for the fractional share. In either case, the participant will receive a check minus brokerage commission and service charges at the current market value in lieu of any fractional interest in a share. The Plan Administrator will make every effort to

process your sale order on the next business day following receipt of your properly completed request (sale requests involving multiple transactions may experience a delay). The Plan Administrator will not be liable for any claim arising out of failure to sell stock on a certain date or at a specific price. This risk should be evaluated by the participant and is a risk that is borne solely by the participant.

If a participant requests to transfer all shares in their Plan account between a dividend record date and payable date, their transfer request will be processed; however, their Plan account will not be terminated. The participant may receive additional dividend reinvestment shares which will require them to submit a written request to transfer the additional shares.

- It is understood that any stock dividends or stock splits distributed by 3M on shares held by the Bank for the participant will be credited to the participant's account. If a participant sends notice of termination or a request to sell to the Bank between the record date and the payable date for a stock distribution, the request will not be processed until the stock distribution is credited to the participant's account. In the event that 3M makes available to its stockholders rights to purchase additional shares or other securities, the Bank will sell such rights accruing to shares held by the Bank for the participant and will combine the resultant funds with the next regular dividend or optional cash investment for reinvestment at that time. If a participant desires to exercise such rights, the participant should request that certificates be issued for full shares.

In administering the Plan, neither 3M, the Bank nor the Independent Agent is liable for any good faith act or omission to act, including but not limited to any claim of liability (i) arising out of the failure to terminate a participant's account upon such participant's death prior to receipt of a notice in writing of such death, (ii) with respect to the prices or times at which shares are purchased or sold, or (iii) as to the value of the shares acquired for participants. Selling Participants should be aware that the share price of 3M common stock may fall or rise during the period between a request for sale, its receipt by the Bank, and the ultimate sale in the open market. You should evaluate these possibilities while deciding whether and when to sell any shares through the Plan. The price risk will be borne solely by you.

The Bank is acting solely as agent of 3M and owes no duties, fiduciary or otherwise, to any other person by reason of this Plan, and no implied duties, fiduciary or otherwise, shall be read into this Plan. The Bank undertakes to perform such duties and only such duties as are expressly set forth herein, to be performed by it, and no implied covenants or obligations shall be read into this Plan against the Bank or 3M.

In the absence of negligence or willful misconduct on its part, the Bank, whether acting directly or through agents or attorneys, shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties hereunder. In no event shall the Bank be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if the

Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Bank shall: (i) not be required to and shall make no representations and have no responsibilities as to the validity, accuracy, value or genuineness of any signatures or endorsements, other than its own; and (ii) not be obligated to take any legal action hereunder that might, in its judgment, involve any expense or liability, unless it has been furnished with reasonable indemnity.

The Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under this Plan arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Bank shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

The Bank is authorized to choose a broker/dealer, including an affiliated broker/dealer, at its sole discretion to facilitate purchases and sales of Common Stock by Plan participants. The Bank will furnish the name of the registered broker/dealer, including any affiliated broker/dealer, utilized in share transactions within a reasonable time upon written request from the participant.

- The terms and conditions of the Plan and the authorization card shall be governed by the laws of the State of Minnesota.
- This agreement may be amended, modified or supplemented at any time by the Bank on thirty (30) days' prior notice to the participant of any such amendment, modification or supplement mailed to the participant at the last known address as reflected by the records of the Bank.
- Any notice, instruction, request, election or direction that is required or permitted under the Plan shall become effective when received by the Bank. Such notice, instruction, request, election or direction shall be mailed postage prepaid, addressed to:

Fee Disclosure Table

Transaction or Plan Service Fees	
Certificate Deposit	Company paid
Certificate Issuance	Company paid

Investment Fees	
Service fee	Company paid

Investment Commission	Company paid
Sale Fees	Service fee \$10.00 per transaction
Fee for Returned Checks or Rejected Automated Bank Withdrawals	\$25.00 per item
Prior Year Duplicate Statements	\$10.00 per year