

3M Company

Offers to Purchase for Cash up to \$400,000,000 Aggregate Principal Amount of Its 5.70% Notes due 2037 and 6³/₈% Debentures due 2028

EACH OFFER (AS DEFINED HEREIN) WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF OCTOBER 19, 2017, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED WITH RESPECT TO ONE OR MORE SERIES (AS DEFINED HEREIN) OF NOTES (AS DEFINED HEREIN), THE “EXPIRATION DATE”). HOLDERS (AS DEFINED HEREIN) OF NOTES MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR NOTES AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 4, 2017 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED WITH RESPECT TO ONE OR MORE SERIES OF NOTES, THE “EARLY TENDER DEADLINE”) IN ORDER TO BE ELIGIBLE TO RECEIVE THE APPLICABLE TOTAL CONSIDERATION (AS DEFINED HEREIN). HOLDERS WHO VALIDLY TENDER THEIR NOTES AFTER THE EARLY TENDER DEADLINE AND AT OR PRIOR TO THE EXPIRATION DATE WILL BE ELIGIBLE TO RECEIVE ONLY THE APPLICABLE TENDER CONSIDERATION (AS DEFINED HEREIN). TENDERED NOTES MAY BE WITHDRAWN AT OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 4, 2017 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED WITH RESPECT TO ONE OR MORE SERIES OF NOTES, THE “WITHDRAWAL DEADLINE”), BUT MAY NOT THEREAFTER BE VALIDLY WITHDRAWN, EXCEPT AS PROVIDED HEREIN OR REQUIRED BY APPLICABLE LAW.

<u>Notes</u>	<u>CUSIP Numbers</u>	<u>Principal Amount Outstanding</u>	<u>Acceptance Priority Level</u>	<u>Early Tender Premium⁽¹⁾</u>	<u>Reference Security</u>	<u>Bloomberg Reference Page</u>	<u>Fixed Spread (bps)</u>
5.70% Notes due 2037	88579EAC9, US88579EAC93	\$750,000,000	1	\$50	3.000% due 5/15/2047	PX1	+50
6 ³ / ₈ % Debentures due 2028	604059AE5, US604059AE52	\$330,000,000	2	\$50	2.250% due 8/15/2027	PX1	+60

- (1) Per \$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for purchase in the applicable Offer at or prior to the Early Tender Deadline; included in the applicable Total Consideration for such Series of Notes.

The Dealer Manager for the Offers is:

J.P. Morgan

The date of this Offer to Purchase is September 21, 2017

3M Company (“3M,” the “Company,” “us” or “we”) hereby offers, on the terms and subject to the conditions set forth in this Offer to Purchase (as amended or supplemented from time to time, this “Offer to Purchase”), to purchase for cash up to \$400,000,000 aggregate principal amount of the Notes set forth in the table on the cover of this Offer to Purchase (collectively, the “Notes,” and, each, a “Series” of Notes) from each Holder of such Notes. This Offer to Purchase relates to two separate offers, one for each Series of Notes set forth in the table on the cover of this Offer to Purchase (each, an “Offer,” and, collectively, the “Offers”).

Contemporaneously with the commencement of the Offers, 3M commenced an offering of one or more series of notes registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to 3M’s existing registration statement (the “Debt Financing”). Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is conditioned on the satisfaction or waiver by the Company of a number of conditions, including the receipt by the Company prior to the Expiration Date (or Early Settlement Date (as defined herein), if the Company elects to have an early settlement), on terms satisfactory to it in its sole discretion, of sufficient proceeds from the Debt Financing to purchase the tendered Notes, including payment of the Total Consideration or Tender Consideration, as applicable, the applicable Accrued Interest and any fees payable in connection with the Offers (the “Financing Condition”). However, no Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer. Each Offer may be amended, extended or terminated individually.

The amount of Notes that are purchased on the applicable Settlement Date will be determined in accordance with the Acceptance Priority Levels set forth in the table on the cover of this Offer to Purchase (each, an “Acceptance Priority Level,” and, collectively, the “Acceptance Priority Levels”), with 1 being the highest Acceptance Priority Level and 2 being the lowest Acceptance Priority Level. However, our obligation to accept for purchase, based on the Acceptance Priority Levels, and to pay for, Notes that are validly tendered and not validly withdrawn is limited to as many of the Notes as we can purchase up to the Aggregate Maximum Tender Cap. As used herein, “Aggregate Maximum Tender Cap” means an aggregate of \$400,000,000 principal amount of the Notes subject to the Offers, as such amount may be increased, decreased or eliminated by the Company pursuant to the terms of this Offer to Purchase. All Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a lower Acceptance Priority Level are accepted pursuant to the Offers, and all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a lower Acceptance Priority Level are accepted pursuant to the Offers. However, Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline will, subject to the Aggregate Maximum Tender Cap, be accepted for purchase in priority to other Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, even if such Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date have a higher Acceptance Priority Level than the Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline. If the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline equals or exceeds the Aggregate Maximum Tender Cap, Holders who validly tender and do not validly withdraw Notes after the Early Tender Deadline and at or prior to the Expiration Date will not have any such Notes accepted for payment regardless of the Acceptance Priority Level of such Notes. As such, there can be no assurance that any or all tendered Notes of a given Acceptance Priority level will be accepted for purchase.

If purchasing all the validly tendered and not validly withdrawn Notes of a given Acceptance Priority Level on the applicable Settlement Date would cause the Aggregate Maximum Tender Cap to be exceeded on such Settlement Date, we will accept such Notes on a pro rata basis, to the extent any Notes of such Acceptance Priority Level are accepted for purchase, so as to not exceed the Aggregate Maximum Tender Cap (with adjustments to avoid the purchase of Notes in a principal amount other than in integral multiples of \$1,000). See “The Offers—Acceptance Priority Levels; Aggregate Maximum Tender Cap; Pro Rata Allocation.”

We reserve the right, but are under no obligation, to increase, decrease or eliminate the Aggregate Maximum Tender Cap at any time without extending the applicable Withdrawal Deadline, subject to applicable law. To the extent we increase the Aggregate Maximum Tender Cap, we expect to fund the purchase price of any

incremental Notes purchased using, in addition to net proceeds of the Debt Financing, cash on hand or available liquidity, if necessary. As such, there can be no assurance that any or all tendered Notes of a given Acceptance Priority Level will be accepted for purchase, even if validly tendered and not validly withdrawn prior to the Early Tender Deadline.

Subject to the terms and conditions of the Offers, Holders who validly tender and do not validly withdraw their Notes at or prior to the Early Tender Deadline will be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Total Consideration for such Series of Notes. The Total Consideration includes the applicable early tender premium for such Series of Notes set forth in the table on the cover of this Offer to Purchase (the “Early Tender Premium”). **Holders must validly tender and not validly withdraw their Notes at or prior to the Early Tender Deadline in order to be eligible to receive the applicable Total Consideration for such Notes purchased pursuant to the Offers.** Subject to the terms and conditions of the Offers, Holders who validly tender and do not validly withdraw their Notes after the Early Tender Deadline and at or prior to the Expiration Date will only be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Total Consideration less the applicable Early Tender Premium (the “Tender Consideration”) for such Series of Notes. In each case, such Holders will also be entitled to receive accrued and unpaid interest, if any, from the last interest payment date for the applicable Series of Notes up to, but not including, the applicable Settlement Date, if and when the applicable Notes are accepted for purchase (such interest with respect to such Series of Notes, the “Accrued Interest”). See “The Offers—Total Consideration; Tender Consideration.”

We reserve the right, but are under no obligation, at any time after the Early Tender Deadline and before the Expiration Date, to accept Notes that have been validly tendered and not validly withdrawn for purchase on a date determined at our option (such date, if any, the “Early Settlement Date”). We currently expect the Early Settlement Date, if any, to occur on October 6, 2017. If we choose to exercise our option to have an Early Settlement Date, we will purchase any remaining Notes that have been validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, subject to the Aggregate Maximum Tender, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on a date following the Expiration Date (the “Final Settlement Date,” and each of the Early Settlement Date and the Final Settlement Date, a “Settlement Date”). The Final Settlement Date is expected to occur promptly following the Expiration Date on October 20, 2017, unless extended by us. If we choose not to exercise our option to have an Early Settlement Date, we will purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Expiration Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on the Final Settlement Date. No tenders of Notes submitted after the Expiration Date will be valid.

Tenders of Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, but, except as provided herein or required by applicable law, may not be validly withdrawn thereafter. The Company may extend the Early Tender Deadline or the Expiration Date with respect to any or all Series of Notes, or increase, decrease or eliminate the Aggregate Maximum Tender Cap or change the Acceptance Priority Levels, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

None of 3M or its affiliates, the Tender Agent and Information Agent, the Dealer Manager or the Trustee (each as defined herein) makes any recommendation as to whether Holders should tender their Notes pursuant to any Offer, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decisions as to whether to tender their Notes, and, if so, the principal amount of Notes to tender.

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IMPORTANT

Each Series of Notes is represented by one or more global certificates registered in the name of Cede & Co., the nominee of The Depository Trust Company (“DTC”). DTC is the only registered holder of the Notes. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations.

Unless the context otherwise requires, all references in this Offer to Purchase to a “Holder” or “Holder of the Notes” include:

1. each person who is shown in the records of DTC as a Holder of the Notes (also referred to as “Direct Participants” and each a “Direct Participant”);
2. any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Notes; and
3. each beneficial owner of Notes holding such Notes, directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner’s behalf,

except that for the purposes of any payment to a Holder pursuant to an Offer of the applicable Total Consideration or the applicable Tender Consideration and applicable Accrued Interest, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will only be made by DTC to the relevant Direct Participant. The payment of the applicable Total Consideration or the applicable Tender Consideration and applicable Accrued Interest, by or on behalf of 3M to DTC will satisfy the obligations of 3M in respect of the payment for the Notes purchased in the Offers.

If a Holder decides to tender Notes pursuant to an Offer, the Holder must arrange for a Direct Participant to electronically transmit an electronic agent’s message (an “Agent’s Message”) through DTC’s Automated Tender Offer Program (“ATOP”), for which the transaction will be eligible. **There is no letter of transmittal for the Offers.**

Holders are advised to check with any broker, dealer, commercial bank, trust company or other nominee or intermediary through which they hold Notes when such nominee or intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers before the deadlines specified in this Offer to Purchase. **The deadlines set by any such nominee or intermediary and DTC for the submission of an Agent’s Message will be earlier than the relevant deadlines specified in this Offer to Purchase.**

There are no guaranteed delivery provisions provided for by 3M in order to tender Notes in the Offers. For more information regarding the procedures for tendering your Notes, see “The Offers—Procedure for Tendering Notes.”

Any questions or requests for assistance or for additional copies of this Offer to Purchase or related documents may be directed to the Information Agent at its telephone numbers set forth on the last page of this Offer to Purchase. A Holder may also contact the Dealer Manager at its telephone numbers set forth on the last page of this Offer to Purchase or such Holder’s broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers. Beneficial owners should contact their broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers.

On the terms and subject to the conditions of the Offers, we will notify D.F. King & Co., Inc., the Tender Agent and Information Agent for the Offers, promptly after the Early Tender Deadline or the Expiration Date of which Notes tendered are accepted by us for purchase pursuant to the Offers. Provided that the conditions to an Offer for a Series of Notes have been satisfied or waived by us, all applicable Holders whose Notes are accepted for purchase by the Company will receive payment on the applicable Settlement Date for such Offer. The Final

Settlement Date for each Offer is expected to occur promptly following the Expiration Date on October 20, 2017, unless extended by us.

Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is conditioned on the satisfaction or waiver by the Company of the conditions applicable to such Offer set forth in “The Offers—Conditions to the Offers,” including the Financing Condition.

The Company expressly reserves the right, in its sole discretion, subject to applicable law, to (i) terminate an Offer with respect to one or more Series of Notes prior to the applicable Expiration Date and not accept for purchase any Notes of such Series of Notes not theretofore accepted for purchase, (ii) waive any and all of the conditions to an Offer with respect to one or more Series of Notes, (iii) extend the applicable Early Tender Deadline, Withdrawal Deadline, Price Determination Date (as defined herein) or Expiration Date for any Offer, (iv) change the Acceptance Priority Level with respect to any Series of Notes, (v) increase, decrease or eliminate the Aggregate Maximum Tender Cap, without extending withdrawal rights, (vi) delay accepting the Notes pursuant to any of the Offers, subject to Rule 14e-1(c) under the Exchange Act (as defined herein) or (vii) otherwise amend the terms of any Offer. The Company may extend the Early Tender Deadline or the Expiration Date with respect to any or all Series of Notes, or increase, decrease or eliminate the Aggregate Maximum Tender Cap or change the Acceptance Priority Levels, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

Any extension, termination or amendment will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 A.M., New York City time on the next business day after the previously scheduled Early Tender Deadline, Withdrawal Deadline or Expiration Date. The foregoing rights are in addition to the Company’s right to delay acceptance for purchase of Notes tendered pursuant to an Offer or the payment for Notes accepted for purchase in order to comply in whole or in part with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer.

In the event that an Offer is terminated or withdrawn prior to the applicable Expiration Date, neither the Total Consideration nor the Tender Consideration, as the case may be, applicable to such Series of Notes will be paid or become payable to Holders who have tendered their Notes in connection with such Offer. In any such event, any Notes previously tendered pursuant to such Offer will be promptly returned to the tendering Holders.

In each Offer, Notes can be tendered only in accordance with the procedures described in “The Offers—Procedure for Tendering Notes.” Holders who do not participate in an Offer, or whose Notes are not accepted for purchase, will continue to hold their Notes immediately following the completion of such Offer.

THIS OFFER TO PURCHASE CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE A DECISION IS MADE WITH RESPECT TO THE OFFERS.

This Offer to Purchase has not been filed with or reviewed by any Federal, state or foreign securities commission or regulatory authority, nor has any such commission or authority passed upon the accuracy or adequacy of the Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense. No person has been authorized to give any information or to make any representations other than those contained herein and, if given or made, such information or representations must not be relied upon as having been authorized. This Offer to Purchase and related documents do not constitute an Offer to buy or the solicitation of an Offer to sell Notes in any circumstances in which an Offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require an Offer to be made by a licensed broker or dealer, that Offer shall be deemed to be made on behalf of 3M by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of such jurisdiction. Neither the delivery of this Offer to Purchase and related documents nor any purchase of Notes shall, under any circumstances, create any implication that the information contained herein or therein is current as of any time subsequent to the date of such information.

Whether or not an Offer is consummated, 3M or its affiliates may from time to time acquire Notes, other than pursuant to such Offer, through open market purchases, privately negotiated transactions, tender offers,

exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to such Offer and may be for cash or other consideration. In addition, 3M may redeem Notes that remain outstanding following such Offer as permitted by the applicable indenture relating to such Notes. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) 3M or its affiliates may choose to pursue in the future.

In this Offer to Purchase, the 3M has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

WHERE YOU CAN FIND MORE INFORMATION

The Company files annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the “SEC”). The Company’s SEC filings are available to the public over the Internet at the SEC’s web site at <http://www.sec.gov>. You may also read and copy any document we file with the SEC at its public reference room located at 100 F Street, N.E., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. Our SEC filings are also available at the office of the New York Stock Exchange, 20 Broad Street, New York, NY 10005. Information about us, including our SEC filings, is also available at our Internet site at <http://www.3m.com>. However, the information on our Internet site is not a part of, or incorporated by reference in, this Offer to Purchase.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allow us to incorporate by reference information into this Offer to Purchase. This means we can disclose important information to you by referring you to another document. Any information referred to in this way is considered part of this Offer to Purchase from the date we file that document. Any reports filed by us with the SEC after the date of this Offer to Purchase and before the expiration of the Offers will automatically update and, where applicable, supersede any information contained in this Offer to Purchase or incorporated by reference in this Offer to Purchase.

Accordingly, we incorporate by reference into this Offer to Purchase the following documents or information filed with the SEC (other than, in each case, documents or information deemed furnished and not filed in accordance with SEC rules, and no such information shall be deemed specifically incorporated by reference hereby):

- our Annual Report on Form 10-K for the year ended December 31, 2016, as updated by our Current Report on Form 8-K dated May 4, 2017;
- our Definitive Proxy Statement on Schedule 14A filed on March 22, 2017;
- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2017 and June 30, 2017;
- our Current Reports on Form 8-K dated May 4, 2017 (the Current Report updating certain information included in our Annual Report on Form 10-K for the year ended December 31, 2016), May 5, 2017, May 9, 2017, June 20, 2017 and August 13, 2017; and
- all documents filed by us under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this Offer to Purchase and before the expiration of the Offers.

The Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Information Agent at its address set forth on the last page of this Offer to Purchase.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase and the information incorporated by reference herein contain forward-looking statements. Forward-looking statements relate to future events and typically address the Company's expected future business and financial performance. Words such as "plan," "expect," "aim," "believe," "project," "target," "anticipate," "intend," "estimate," "will," "should," "could," "forecast" and other words and terms of similar meaning typically identify such forward-looking statements. In particular, these include, among others, statements relating to:

- the Company's strategy for growth, future revenues, earnings, cash flow, uses of cash and other measures of financial performance, and market position;
- worldwide economic, political, and capital markets conditions, such as interest rates, foreign currency exchange rates, financial conditions of our suppliers and customers, and natural and other disasters or climate change affecting the operations of the Company or its suppliers and customers;
- new business opportunities, product development, and future performance or results of current or anticipated products;
- the scope, nature or impact of acquisitions, strategic alliances and divestitures;
- the outcome of contingencies, such as legal and regulatory proceedings;
- future levels of indebtedness, common stock repurchases and capital spending;
- future availability of and access to credit markets;
- pension and postretirement obligation assumptions and future contributions;
- asset impairments;
- tax liabilities;
- information technology security; and
- the effects of changes in tax, environmental and other laws and regulations in the United States and other countries in which we operate.

You should not place undue reliance on forward-looking statements. You should carefully read the factors described in the risk factors and other cautionary statements in this Offer to Purchase and in the Company's Annual Report on Form 10-K, the Company's Quarterly Reports on Form 10-Q and the Company's other filings with the SEC, which are incorporated by reference into this Offer to Purchase for a description of certain risks that could, among other things, cause the Company's actual results to differ from these forward-looking statements. All forward-looking statements speak only as of the date of this Offer to Purchase and are expressly qualified in their entirety by the risk factors and other cautionary statements in this Offer to Purchase and in the Company's Annual Report on Form 10-K, the Company's Quarterly Reports on Form 10-Q and the Company's other filings with the SEC. Except as is required by law, the Company expressly disclaims any obligation to publicly release any revisions to forward-looking statements to reflect events after the date of this Offer to Purchase.

IMPORTANT DATES

Holders should note the following important times and dates relating to each Offer. We may extend any of these dates and times for any of the Offers without also extending such date(s) for any other Offer:

Date	Event
Commencement Date September 21, 2017.	The commencement of the Offers.
Early Tender Deadline..... 5:00 P.M., New York City time, on October 4, 2017.	The deadline for Holders to tender Notes pursuant to an Offer in order to be eligible to receive the applicable Total Consideration, which includes the applicable Early Tender Premium applicable to such Notes.
Withdrawal Deadline..... 5:00 P.M., New York City time, on October 4, 2017.	The deadline for Holders to validly withdraw tenders of Notes. Tenders of Notes may not be validly withdrawn after the Withdrawal Deadline, except as provided herein or required by law.
Price Determination Date 11:00 A.M., New York City time, on October 5, 2017.	The time and date the Dealer Manager will determine the applicable Total Consideration and the applicable Tender Consideration for each Series of Notes in the manner described herein.
Early Settlement Date (at the option of the Company)..... We currently expect the Early Settlement Date, if any, to occur on October 6, 2017.	If we choose to exercise our option to have an Early Settlement Date, the date we will deposit with DTC, upon the direction of the Tender Agent, the applicable Total Consideration payable to Holders whose Notes are validly tendered and not validly withdrawn at or prior to the Early Tender Deadline and accepted for purchase plus applicable Accrued Interest.
Expiration Date 12:00 midnight, New York City time, at the end of October 19, 2017.	The deadline for Holders to tender Notes pursuant to an Offer in order to be eligible to receive the applicable Tender Consideration for Notes tendered after the Early Tender Deadline, which excludes the Early Tender Premium applicable to such Notes.
Final Settlement Date The Final Settlement Date is expected to be on October 20, 2017.	The date we will deposit with DTC, upon the direction of the Tender Agent, (i) the applicable Tender Consideration payable to Holders whose Notes are, in the event we choose to have an Early Settlement Date, validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, and accepted for purchase, and (ii) the Total Consideration or Tender Consideration, as applicable, payable to Holders whose Notes are, in the event we choose not to have an Early Settlement Date, validly tendered and not validly withdrawn at or prior to the Early Tender Deadline or the Expiration Date, as applicable, and accepted for purchase, in each case, plus applicable Accrued Interest.

The Company may extend the Early Tender Deadline or the Expiration Date with respect to any or all Series of Notes, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

SUMMARY

The following summary is provided for your convenience. This summary is not complete and is qualified entirely by reference to, and should be read in connection with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase and any amendments or supplements thereto. It highlights material information in this Offer to Purchase, but does not describe all the details of each Offer. Holders are urged to read the more detailed information set forth in this Offer to Purchase and any amendments hereto.

The Company..... 3M Company, a Delaware corporation.

The Notes.....

Notes	Principal Amount Outstanding	Acceptance Priority Level
5.70% Notes due 2037	\$750,000,000	1
6¾% Debentures due 2028	\$330,000,000	2

The Offers..... We are offering to purchase for cash, on the terms and subject to the conditions set forth in this Offer to Purchase, up to \$400,000,000 aggregate principal amount of the Notes listed above. This Offer to Purchase relates to two separate offers, one for each Series of Notes so listed.

Contemporaneously with the commencement of the Offers, 3M commenced the Debt Financing. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is conditioned on the satisfaction or waiver by the Company of a number of conditions, including the Financing Condition. However, no Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer. Each Offer may be amended, extended or terminated individually.

Purpose of the Offers..... The purpose of the Offers is to prepay the Notes. The Notes purchased pursuant to the Offers will cease to be outstanding and will be cancelled.

The Offers are intended to help 3M reduce the cost of its outstanding indebtedness.

Expiration Date The Offers will expire at 12:00 midnight, New York City time, at the end of October 19, 2017, unless extended or earlier terminated.

*Acceptance Priority Levels;
Aggregate Maximum Tender Cap; Pro
Rata Allocation*.....

The amount of Notes that are purchased on the applicable Settlement Date will be determined in accordance with the Acceptance Priority Levels set forth in the table on the cover of this Offer to Purchase. However, our obligation to accept for purchase, based on the Acceptance Priority Levels, and to pay for, Notes that are validly tendered and not validly withdrawn is subject to the Aggregate Maximum Tender Cap. All Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a lower Acceptance Priority Level are accepted pursuant to the Offers,

and all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a lower Acceptance Priority Level are accepted pursuant to the Offers. However, Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline will, subject to the Aggregate Maximum Tender Cap, be accepted for purchase in priority to other Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, even if such Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date have a higher Acceptance Priority Level than Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline. If the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline equals or exceeds the Aggregate Maximum Tender Cap, Holders who validly tender and do not validly withdraw Notes after the Early Tender Deadline and at or prior to the Expiration Date will not have any such Notes accepted for payment regardless of the Acceptance Priority Level of such Notes. As such, there can be no assurance that any or all tendered Notes of a given Acceptance Priority level will be accepted for purchase.

If purchasing all the validly tendered and not validly withdrawn Notes of a given Acceptance Priority Level on the applicable Settlement Date would cause the Aggregate Maximum Tender Cap to be exceeded on such Settlement Date, we will accept such Notes on a pro rata basis, to the extent any Notes of such Acceptance Priority Level are accepted for purchase, so as to not exceed the Aggregate Maximum Tender Cap. If, as a result of the Company's pro rata acceptance of tendered Notes of any Acceptance Priority Level, the Company would be required to accept from one or more tendering Holders Notes of any Series in a principal amount that is not an integral multiple of \$1,000, the Company will round the principal amount of the prorated Series of Notes down to the nearest integral multiple of \$1,000. If the principal amount of Notes that are not accepted and are returned as a result of proration would result in less than the minimum denomination being returned to a Holder, the Company will either accept or reject all of such Holder's validly tendered Notes. For information on such minimum denominations, see "The Offers—Procedure for Tendering Notes."

In the event we choose not to exercise our option to have an Early Settlement Date and the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Expiration Date exceeds the Aggregate Maximum Tender Cap, Holders who validly tendered and did not validly withdraw Notes at or prior to the Early Tender Deadline will have their Notes accepted before any Notes of Holders who validly tendered and did not validly withdraw after the Early Tender Deadline and at or prior to the Expiration Date, subject to the application of the Acceptance Priority Levels.

If proration of the tendered Notes is required, we will determine the final proration factor as soon as practicable after the Early Tender

Deadline or the Expiration Date, as applicable, and after giving effect to any increase or decrease in, or elimination of, the Aggregate Maximum Tender Cap (which we reserve the right but are under no obligation to do at any time without extending the applicable Withdrawal Deadline, subject to applicable law). For further information on possible proration, see “The Offers—Acceptance Priority Levels; Aggregate Maximum Tender Cap; Pro Rata Allocation.”

Total Consideration; Tender

Consideration

Holders who have validly tendered and not validly withdrawn their Notes at or prior to the Early Tender Deadline, which is 5:00 P.M., New York City time on October 4, 2017, unless extended or earlier terminated, will be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Total Consideration for such Series of Notes, which includes the applicable Early Tender Premium for such Series of Notes tendered and accepted for purchase. The applicable Early Tender Premium for each \$1,000 principal amount of the Notes tendered and accepted for purchase for each Series of Notes is set forth in the table on the cover of this Offer to Purchase. The Company will also pay the applicable Accrued Interest to each Holder who validly tenders Notes pursuant to an Offer and whose Notes are accepted for purchase in the Offer.

Holders who have validly tendered and not validly withdrawn their Notes after the Early Tender Deadline and at or prior to the Expiration Date will only be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Tender Consideration, which is equal to the applicable Total Consideration minus the applicable Early Tender Premium for such Series of Notes tendered and accepted for purchase. The Company will also pay the applicable Accrued Interest to each Holder who validly tenders Notes pursuant to an Offer and whose Notes are accepted for purchase in the Offer. See “The Offers—Total Consideration; Tender Consideration.”

Price Determination Date

11:00 A.M., New York City time, on October 5, 2017, unless extended by us. The Price Determination Date is the date that the Dealer Manager will determine the applicable Total Consideration and the applicable Tender Consideration for each Series of Notes in the manner described herein. See “The Offers—Total Consideration; Tender Consideration.”

Settlement Dates

We reserve the right, but are under no obligation, at any time after the Early Tender Deadline and before the Expiration Date, to choose to have an Early Settlement Date. We currently expect the Early Settlement Date, if any, to occur on October 6, 2017.

If we choose to exercise our option to have an Early Settlement Date, we will purchase any remaining Notes that have been validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on the Final Settlement Date.

If we choose not to exercise our option to have an Early Settlement Date, we will purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Expiration Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on the Final Settlement Date. The Final Settlement Date is expected to occur promptly following the Expiration Date on October 20, 2017, unless extended by us.

Withdrawal of Tenders

Tenders of Notes may be validly withdrawn at any time at or prior to the Withdrawal Deadline, which is 5:00 P.M., New York City time, on October 4, 2017, but, except as provided herein or required by applicable law, may not be validly withdrawn thereafter. The Company may extend the Early Tender Deadline or the Expiration Date with respect to any or all Series of Notes, or increase, decrease or eliminate the Aggregate Maximum Tender Cap or change the Acceptance Priority Levels, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

Acceptance and Payment; Source of Funds.....

On the applicable Settlement Date, subject to the terms of the Offers and on satisfaction or waiver of the conditions to the Offers set forth in “The Offers — Conditions to the Offers,” we will (i) accept for purchase Notes validly tendered and not validly withdrawn, in accordance with, and in the order of, the Acceptance Priority Levels (subject to (a) Aggregate Maximum Tender Cap and (b) possible pro rata allocation as described in this Offer to Purchase), and (ii) promptly pay to DTC, upon the direction of the Tender Agent, the Total Consideration or Tender Consideration, as applicable, plus applicable Accrued Interest, on the applicable Settlement Date for all of the Notes accepted for purchase.

We intend to fund the purchase of the Notes pursuant to the Offers with net proceeds from the Debt Financing and, if necessary, cash on hand or available liquidity.

Conditions to the Offers.....

Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is conditioned on the satisfaction or waiver by the Company of the conditions applicable to such Offer set forth in “The Offers— Conditions to the Offers,” including the Financing Condition.

Subject to applicable law, we expressly reserve the right, in our sole discretion, to terminate the Offers at any time, with respect to one or more Series of Notes.

Procedure for Tendering Notes

See “The Offers—Procedure for Tendering Notes.” For further information, call the Information Agent or the Dealer Manager or consult your broker, dealer, commercial bank or trust company for assistance. If your Notes are held by a broker, dealer, commercial bank, trust company or other nominee, you must contact the nominee if you desire to tender your Notes. If a Holder decides to tender Notes pursuant to an Offer, the Holder must arrange for a Direct Participant to electronically transmit an Agent’s Message through DTC’s ATOP, for which the transaction will be eligible. There is no

letter of transmittal for the Offers. There are no guaranteed delivery provisions provided by 3M in order to tender Notes in the Offers. Notes may be tendered only in principal amounts equal to the authorized denominations for such Notes set forth in “The Offers—Procedure for Tendering Notes.”

Material U.S. Federal Income Tax

Considerations

For a discussion of certain United States federal income tax considerations of the Offers, see “Material U.S. Federal Income Tax Considerations.” In view of the number of jurisdictions in which tax laws may apply to a Holder, this Offer to Purchase limits its discussion of the tax consequences for Holders arising from the purchase of Notes by the Company pursuant to the Offers to the United States. Holders are urged to consult their own professional advisers regarding the possible tax consequences under the laws of the jurisdictions that apply to them or to the sale of their Notes pursuant to the Offers. Holders are liable for their own taxes and have no recourse to the Company, the Dealer Manager, the Tender Agent or the Information Agent with respect to taxes arising in connection with the Offers.

Dealer Manager

J.P. Morgan Securities LLC

Tender Agent and Information Agent

D.F. King & Co., Inc.

Trustee

The Bank of New York Mellon Trust Company, N.A.

Brokerage Commission

No brokerage commissions are payable by Holders to the Company, the Dealer Manager, the Tender Agent, the Information Agent or the Trustee.

3M COMPANY

3M is a diversified global manufacturer, technology innovator and marketer of a wide variety of products and services with a global presence in the following businesses: Industrial; Safety and Graphics; Health Care; Electronics and Energy; and Consumer. 3M is among the leading manufacturers of products for many of the markets it serves. Most 3M products involve expertise in product development, manufacturing and marketing, and are subject to competition from products manufactured and sold by other technologically oriented companies.

The Debt Financing

Contemporaneously with the commencement of the Offers, 3M commenced the Debt Financing.

Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is conditioned on the satisfaction or waiver by the Company of a number of conditions, including the Financing Condition. However, no Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer. Each Offer may be amended, extended or terminated individually.

THE OFFERS

General

We are offering, subject to the terms and conditions of the Offers specified herein, to purchase for cash the Notes validly tendered and not validly withdrawn pursuant to each Offer on the applicable Settlement Date, in accordance with, and in the order of, the Acceptance Priority Levels, subject to (i) the Aggregate Maximum Tender Cap and (ii) possible pro rata allocation as described in this Offer to Purchase.

Each Offer is subject to the satisfaction or waiver, in 3M's sole discretion, of all the applicable conditions set forth under "—Conditions to the Offers," including the Financing Condition. Subject to compliance with applicable law, 3M reserves the right to extend the Expiration Date for any Offer from time to time for any reason and to terminate the Offers. See "—Expiration Date; Early Tender Deadline; Extensions; Amendments."

Notes purchased pursuant to an Offer will be paid for in same-day funds on the applicable Settlement Date for such Offer. See "—Acceptance and Payment; Source of Funds."

Purpose of the Offers

The purpose of the Offers is to prepay the Notes. The Notes purchased pursuant to the Offers will cease to be outstanding and will be cancelled.

The Offers are intended to help 3M reduce the cost of its outstanding indebtedness.

Expiration Date; Early Tender Deadline; Extensions; Amendments

The Offers expire on the Expiration Date, which is 12:00 midnight, New York City time, at the end of October 19, 2017, unless extended with respect to one or more Series of Notes, in which case the Expiration Date applicable to such Series will be such date to which the Expiration Date is extended.

Holders of Notes wishing to receive the applicable Total Consideration for their Notes must validly tender and not validly withdraw such Notes at or prior to the Early Tender Deadline, which is 5:00 P.M., New York City time, on October 4, 2017, unless extended with respect to one or more Series of Notes, in which case the Early Tender Deadline for such Series of Notes will be the date to which the Early Tender Deadline for such Series of Notes is extended.

If any condition to any Offer is not satisfied or waived by 3M prior to the Expiration Date, 3M expressly reserves the right to terminate such Offer prior to the Expiration Date and return the Notes tendered pursuant thereto. The Company expressly reserves the right, in its sole discretion, subject to applicable law, to (i) terminate an Offer with respect to one or more Series of Notes prior to the applicable Expiration Date and not accept for purchase any Notes of such Series of Notes not theretofore accepted for purchase, (ii) waive any and all of the conditions to an Offer with respect to one or more Series of Notes, (iii) extend the applicable Early Tender Deadline, Withdrawal Deadline, Price Determination Date or Expiration Date for any Offer, (iv) change the Acceptance Priority Level with respect to any Series of Notes, (v) increase, decrease or eliminate the Aggregate Maximum Tender Cap, (vi) otherwise amend the terms of any Offer or (vii) delay accepting the Notes pursuant to any of the Offers, subject to Rule 14e-1(c) under the Exchange Act. In the case of any such extension, termination or amendment of the Offers, 3M will give oral (confirmed in writing) or written notice to the Tender Agent. The Company may extend the Early Tender Deadline or the Expiration Date with respect to any or all Series of Notes, or increase, decrease or eliminate the Aggregate Maximum Tender Cap or change the Acceptance Priority Levels, in each case, without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights of Holders, subject to applicable law.

We may extend the Early Tender Deadline, the Withdrawal Deadline or the Expiration Date for any purpose, including, without limitation, to permit the satisfaction or waiver of a condition to the Offers. Any extension, termination or amendment will be followed as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 A.M., New York City time on the next business day after the previously scheduled Early Tender Deadline, Withdrawal Deadline or Expiration Date. Such announcement will state that we are extending such date for a specified period or on a daily basis. Without limiting the manner in which we may choose to make a public announcement of any extension, amendment or termination of the Offers, we will not have any obligation to publish, advertise or otherwise communicate any such public announcement, other than by issuing a press release.

The minimum period during which any Offer will remain open following material changes in the terms of such Offer or in the information concerning the Offer will depend on the facts and circumstances of such change, including the materiality of the changes. If we make a material change in the terms of any Offer or the information concerning any Offer, we will disseminate additional materials concerning such Offer and extend such Offer to the extent required by applicable law. Please note that the terms of any extension of, or amendment of the terms of, any Offer may vary from the original terms of such Offer depending on such factors as prevailing interest rates and the principal amount of Notes subject to such Offer that have been previously tendered or otherwise purchased.

Acceptance Priority Levels; Aggregate Maximum Tender Cap; Pro Rata Allocation

The amount of Notes that are purchased on the applicable Settlement Date will be determined in accordance with the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 2 being the lowest Acceptance Priority Level) set forth in the table on the cover of this Offer to Purchase. However, our obligation to accept for purchase, based on the Acceptance Priority Levels, and to pay for, Notes that are validly tendered and not validly withdrawn is subject to the Aggregate Maximum Tender Cap. All Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline having a lower Acceptance Priority Level are accepted pursuant to the Offers, and all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a higher Acceptance Priority Level will, subject to the Aggregate Maximum Tender Cap, be accepted before any Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date having a lower Acceptance Priority Level are accepted pursuant to the Offers. However, Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline will, subject to the Aggregate Maximum Tender Cap, be accepted for purchase in priority to other Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, even if such Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date have a higher Acceptance Priority Level than Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline.

If the aggregate principal amount of Notes validly tendered and not validly withdrawn in the Offers at or prior to the Early Tender Deadline equals or exceeds the Aggregate Maximum Tender Cap and we elect to have an

Early Settlement Date, Notes tendered after the Early Tender Deadline and at or prior to the Expiration Date will not be eligible for purchase unless the Aggregate Maximum Tender Cap is increased by us. In such case, we will accept an amount of Notes for purchase in accordance with, and in the order of, the Acceptance Priority Levels. Thus, in all cases, subject to the Aggregate Maximum Tender Cap, all Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline with the Acceptance Priority Level 1 will be accepted before any Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline with the Acceptance Priority Level 2. After all Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline with a certain Acceptance Priority Level have been accepted, Notes with the next Acceptance Priority Level will be accepted, subject to the Aggregate Maximum Tender Cap. As such, there can be no assurance that any or all tendered Notes of a given Acceptance Priority Level will be accepted for purchase. If purchasing all the validly tendered and not validly withdrawn Notes of a given Acceptance Priority Level on the Early Settlement Date would cause the Aggregate Maximum Tender Cap to be exceeded on the Early Settlement Date, we will accept such Notes on a pro rata basis (rounded down to the nearest \$1,000 increment), to the extent any Notes of such Acceptance Priority Level are accepted for purchase, so as not to exceed the Aggregate Maximum Tender Cap. In the event that, as a result of the Aggregate Maximum Tender Cap being exceeded, Notes tendered and not validly withdrawn at or prior to the Early Tender Deadline with such an Acceptance Priority Level are accepted on such a pro rata basis, (i) no Notes tendered and not validly withdrawn at or prior to the Early Tender Deadline with a lower Acceptance Priority Level will be accepted for payment and (ii) no Notes tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date will be accepted for payment.

In the event the aggregate principal amount of Notes accepted for payment on the Early Settlement Date, if any, does not exceed the Aggregate Maximum Tender Cap, but the aggregate principal amount of Notes validly tendered and not validly withdrawn in an applicable Offer at or prior to the Expiration Date exceeds the Aggregate Maximum Tender Cap, we will accept Notes validly tendered and not validly withdrawn after the Early Tender Deadline for purchase in accordance with, and in the order of, the Acceptance Priority Levels, subject to the Aggregate Maximum Tender Cap and proration. Thus, in all cases, subject to the Aggregate Maximum Tender Cap, all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date with the Acceptance Priority Level 1 will be accepted before any Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date with the Acceptance Priority Level 2. After all Notes validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date with a certain Acceptance Priority Level have been accepted, Notes with the next Acceptance Priority Level will be accepted, subject to the Aggregate Maximum Tender Cap. If the aggregate principal amount of the Notes validly tendered and not validly withdrawn after the Early Tender Deadline having such next lower Acceptance Priority Level, together with the aggregate principal amount of the Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline and the Notes validly tendered and not validly withdrawn after the Early Tender Deadline having a higher Acceptance Priority Level, is greater than the Aggregate Maximum Tender Cap, Notes validly tendered and not validly withdrawn after the Early Tender Deadline having such next lower Acceptance Priority Level will be accepted for purchase on a pro rata basis, based on the aggregate principal amount of Notes validly tendered and not validly withdrawn after the Early Tender Deadline having such next lower Acceptance Priority Level.

In the event we choose not to exercise our option to have an Early Settlement Date and the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Expiration Date exceeds the Aggregate Maximum Tender Cap, Holders who validly tendered and did not validly withdraw Notes at or prior to the Early Tender Deadline will have their Notes accepted before any Notes of Holders who validly tendered and did not validly withdraw after the Early Tender Deadline and at or prior to the Expiration Date, subject to the application of the Acceptance Priority Levels.

If proration of a Series of Notes is required, we will determine the applicable proration factor as soon as practicable after the Early Tender Deadline or the Expiration Date, as applicable, and after giving effect to any increase or decrease in, or elimination of, the Aggregate Maximum Tender Cap, and will announce the results of such proration as described below. If, as a result of the Company's pro rata acceptance of tendered Notes, the Company would be required to accept from one or more tendering Holders Notes of any Series in a principal amount that is not an integral multiple of \$1,000, the Company will round the principal amount of the prorated Series of Notes down to the nearest integral multiple of \$1,000. If the principal amount of Notes that are not accepted and are returned as a result of proration would result in less than the minimum denomination being returned to a Holder, the

Company will either accept or reject all of such Holder's validly tendered Notes. For information on such minimum denominations, see "The Offers—Procedure for Tendering Notes."

We reserve the right, but are under no obligation, to increase, decrease or eliminate the Maximum Tender Cap or to change the Acceptance Priority Level applicable to any given Series of Notes, subject to applicable law, which could result in us purchasing a greater or lesser principal amount of Notes of a given Series of Notes pursuant to the Offers. We cannot assure you that we will exercise our right to increase, decrease or eliminate the Maximum Tender Cap or change any Acceptance Priority Level. If we increase, decrease or eliminate the Maximum Tender Cap, we do not expect to extend the Withdrawal Deadline, subject to applicable law.

No Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer. Unless we receive tenders of Notes at or prior to the Early Tender Deadline that exceed the Aggregate Maximum Tender Cap, we will not be able to definitely determine whether an Offer is oversubscribed or what the effects of proration may be with respect to any particular Series until after the Expiration Date.

Total Consideration; Tender Consideration

Subject to the terms and conditions of the Offers, Holders who validly tender and do not validly withdraw their Notes at or prior to the Early Tender Deadline will be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Total Consideration for such Series of Notes, which includes the applicable Early Tender Premium for such Series of Notes tendered and accepted for purchase. The Company will also pay the applicable Accrued Interest to each Holder who validly tenders Notes pursuant to an Offer and whose Notes are accepted for purchase in the Offer.

Subject to the terms and conditions of the Offers, Holders who validly tender and do not validly withdraw their Notes after the Early Tender Deadline and at or prior to the Expiration Date will only be eligible to receive consideration, per \$1,000 principal amount, equal to the applicable Tender Consideration, which is equal to the applicable Total Consideration minus the applicable Early Tender Premium for such Series of Notes tendered and accepted for purchase. The Company will also pay the applicable Accrued Interest to each Holder who validly tenders Notes pursuant to an Offer and whose Notes are accepted for purchase in the Offer.

The applicable Total Consideration per \$1,000 principal amount of the Notes of each Series tendered at or prior to the Early Tender Deadline and accepted for purchase will (as more fully described in Schedule A hereto) be equal to:

- The present value, per \$1,000 principal amount of the applicable Series of Notes, of all remaining payments of principal and interest to be made on such Series of Notes to (and including) the applicable maturity date, discounted to the Early Settlement Date in accordance with the formula set forth in Schedule A, at a discount rate equal to the applicable Tender Offer Yield (as defined herein),
- *minus* accrued and unpaid interest, if any, to, but excluding, the applicable Settlement Date per \$1,000 principal amount of such Series of Notes.

The "Tender Offer Yield" for each Series of Notes will be equal to the sum of:

- the yield to maturity on the applicable Reference Security set forth in the table on the front cover of this Offer to Purchase, as determined by the Dealer Manager in accordance with standard market practice, based on the bid price of the applicable Reference Security at 11:00 A.M., New York City time, on October 4, 2017 (as such time and date may be extended by us, the "Price Determination Date"), as displayed on the applicable Bloomberg Reference Page set forth in the table on the front cover of this Offer to Purchase (or any other recognized quotation source selected by the Dealer Manager in its sole discretion if such quotation report is not available or is manifestly erroneous),
- *plus* the applicable Fixed Spread set forth in the table on the front cover of this Offer to Purchase.

For avoidance of doubt, interest will cease to accrue on the applicable Settlement Date for all Notes accepted in each Offer on such Settlement Date. Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to Holders by DTC.

3M will determine the applicable Accrued Interest payable in connection with each Offer, and its determination will be final and binding, absent manifest error. The Dealer Manager will determine the Tender Offer Yield, the Tender Consideration and the Total Consideration applicable to each Series of Notes, and its determinations will be final and binding, absent manifest error. The Company will publicly announce the Total Consideration and the Tender Consideration applicable to each Series of Notes promptly after they are determined.

Because the Total Consideration and the Tender Consideration applicable to each Series of Notes is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder of each Series of Notes pursuant to an applicable Offer will be affected by changes in such yield during the term of such Offer before the Price Determination Date. Although the yield on the applicable Reference Security on the Price Determination Date will be determined only as set forth herein, information regarding the closing yield on the applicable Reference Security on any day may be found in the Wall Street Journal or other financial reporting sources. Prior to the Price Determination Date, Holders may obtain hypothetical quotes of the Tender Offer Yield and the Total Consideration and Tender Consideration applicable to each Series of Notes (as of a then-recent time) by contacting the Dealer Manager at the telephone numbers on the back cover of this Offer to Purchase. After the Price Determination Date, when the Total Consideration and Tender Consideration applicable to each Series of Notes is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to an Offer will be known and Holders will be able to ascertain the applicable Total Consideration and Tender Consideration in the manner described herein.

Withdrawal of Tenders

Except as otherwise provided herein, tenders of Notes pursuant to an Offer are irrevocable. Withdrawal of Notes may only be accomplished in accordance with the following procedures.

Tenders of Notes pursuant to an Offer may be validly withdrawn at any time at or prior to the applicable Withdrawal Deadline by following the procedures described herein, but, except as provided herein or required by applicable law, may not be validly withdrawn thereafter. With respect to each Offer, if a Holder validly withdraws previously tendered Notes, the Holder will not receive the applicable Early Tender Premium, unless such Notes are re-tendered at or prior to the applicable Early Tender Deadline, and if such Notes are re-tendered after the applicable Early Tender Deadline and at or prior to the applicable Expiration Date, the Holder will only be entitled to receive the applicable Tender Consideration. In each Offer, the applicable Total Consideration will be payable only to Holders who validly tender and do not validly withdraw their Notes at or prior to the Early Tender Deadline. See “—Total Consideration; Tender Consideration.”

If the Company extends an Offer, is delayed in its acceptance for purchase of Notes or is unable to purchase Notes validly tendered and not validly withdrawn pursuant to an Offer for any reason, then, without prejudice to the Company’s rights under such Offer, the Tender Agent may nevertheless, on the Company’s behalf, retain tendered Notes, and such Notes may not be withdrawn except to the extent the Holder is entitled to withdrawal rights described herein.

For a withdrawal of Notes tendered pursuant to the Offers to be effective, the Tender Agent must timely receive a written or facsimile notice of withdrawal at its addresses set forth on the last page of this Offer to Purchase. The withdrawal notice must:

- specify the name of the DTC participant for whose account such Notes were tendered and such DTC participant’s account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn, including the aggregate principal amount represented by such Notes; and

- be submitted through the ATOP system by such DTC participant in the same manner as the DTC participant's name is listed on the applicable Agent's Message or be accompanied by evidence satisfactory to 3M that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes.

Withdrawal of tenders of Notes may not be rescinded, and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. Validly withdrawn Notes may, however, be re-tendered pursuant to the Offer by again following one of the procedures described in "—Procedure for Tendering Notes" below at any time at or prior to the Expiration Date. Withdrawals of Notes can only be accomplished in accordance with the foregoing procedures.

Acceptance and Payment; Source of Funds

We reserve the right, but are under no obligation, at any time after the Early Tender Deadline and before the Expiration Date, to accept for purchase Notes that have been validly tendered and not validly withdrawn at or prior to the Early Tender Deadline by exercising our option to have an Early Settlement Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us.

If we choose to exercise our option to have an Early Settlement Date, we will purchase any remaining Notes that have been validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on the Final Settlement Date.

If we choose not to exercise our option to have an Early Settlement Date, we will purchase all Notes that have been validly tendered and not validly withdrawn at or prior to the Expiration Date, subject to the Aggregate Maximum Tender Cap, the application of the Acceptance Priority Levels and all conditions to the Offers having been satisfied or waived by us, on the Final Settlement Date.

In the event we choose not to exercise our option to have an Early Settlement Date and the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Expiration Date exceeds the Aggregate Maximum Tender Cap, Holders who validly tendered and did not validly withdraw Notes at or prior to the Early Tender Deadline will have their Notes accepted before any Notes of Holders who validly tendered and did not validly withdraw after the Early Tender Deadline and at or prior to the Expiration Date, subject to the application of the Acceptance Priority Levels.

For purposes of each Offer, 3M will be deemed to have accepted for purchase Notes tendered pursuant to such Offer if, as and when 3M provides oral (confirmed in writing) or written notice to the Tender Agent of its acceptance for purchase of such Notes. DTC will act as agent for the tendering Holders for the purpose of receiving payments from 3M and transmitting such payments to the tendering Holders. Thus, 3M will pay for Notes accepted for purchase pursuant to each Offer by depositing same-day funds with DTC, upon the direction of the Tender Agent, at or prior to the applicable Settlement Date. **Under no circumstances will any additional interest be payable by 3M because of any delay in the transmission of funds from DTC to the tendering Holders.**

In the event that an Offer is terminated or withdrawn prior to the applicable Expiration Date, neither the Total Consideration nor the Tender Consideration, as the case may be, applicable to such Series of Notes will be paid or become payable to Holders who have tendered their Notes in connection with such Offer. If any tendered Notes are not purchased pursuant to any Offer for any reason, such Notes not purchased will be returned promptly to the tendering Holder (or, in the case of Notes tendered by book-entry transfer, such Notes will be promptly credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination of such Offer.

3M intends to fund the purchase of the Notes pursuant to the Offers with net proceeds from the Debt Financing and, if necessary, cash on hand or available liquidity.

Conditions to the Offers

Financing Condition. Our obligation to accept for purchase, and to pay for, Notes that are validly tendered and not validly withdrawn pursuant to each Offer is subject to the Financing Condition. The satisfaction of this condition requires the receipt by the Company prior to the Expiration Date (or Early Settlement Date, if the Company elects to have an early settlement), on terms satisfactory to it in its sole discretion, of sufficient proceeds from the Debt Financing to purchase the tendered Notes, including payment of the Total Consideration or Tender Consideration, as applicable, the applicable Accrued Interest and any fees payable in connection with the Offers.

General Conditions. In addition to the Financing Condition, and notwithstanding any other provision of any Offer, each Offer is severally conditioned on there not existing (i) in the reasonable judgment of 3M, any actual or threatened legal impediment (including a default under an agreement, indenture or other instrument or obligation to which 3M or one of its affiliates is party or by which it is bound) to the purchase of the Notes pursuant to such Offer or (ii) any change or development, including a prospective change or development, that, in the reasonable judgment of 3M, has or may have a material adverse effect on 3M or its affiliates, the market prices of the Notes or the values of the Notes to 3M.

For the avoidance of doubt, the foregoing conditions (i) and (ii) shall be read to include, without limitation, the following several conditions for each Offer:

(a) there shall not have been threatened, instituted or pending any action, proceeding, claim or counterclaim by any government or governmental, regulatory or administrative agency or authority or tribunal or any other person, domestic or foreign, or before any court, authority, agency or tribunal, that (A) challenges the acquisition of the Notes pursuant to such Offer or may prohibit, prevent, restrict, limit or delay closing of such Offer or otherwise in any manner relates to or affects such Offer or (B) in the reasonable judgment of 3M, could materially and adversely affect 3M or its affiliates, or otherwise materially impair in any way the contemplated future conduct of the business of 3M or any of its affiliates or materially impair such Offer's contemplated benefits to 3M or its affiliates;

(b) there shall not have been any action threatened, pending or taken, or approval withheld, or any statute, rule, regulation, judgment, order or injunction threatened, proposed, sought, promulgated, enacted, entered, issued, amended, enforced or deemed to be applicable to such Offer or 3M or any of its affiliates, by any legislative body, court, authority, agency or tribunal which, in 3M's sole judgment, would or might directly or indirectly (A) make the acceptance for purchase of, or payment for, the Notes illegal or otherwise restrict or prohibit consummation of such Offer, (B) delay or restrict the ability of 3M, or render 3M unable, to accept for purchase or pay for the Notes, (C) materially impair the contemplated benefits of such Offer to 3M or any of its affiliates or (D) materially affect 3M or its affiliates, or otherwise materially impair in any way the contemplated future conduct of the business of 3M or any of its affiliates;

(c) there shall not have occurred (A) any general suspension of trading in, or limitation on prices for, securities on any United States or European national securities exchange or in the over-the-counter market, or any major disruption of settlements of securities or clearance services in the United States or abroad, (B) any change in the general political, market, economic or financial condition in the United States or abroad that, in the sole judgment of 3M, could have a material adverse effect on the business, condition (financial or other), income, operations or prospects of 3M or its affiliates, 3M's or its affiliates' ability to obtain financing generally, any material adverse change in the market prices of the Notes or the values of the Notes to 3M, (C) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or abroad, or any limitation on, or any event which, in 3M's sole judgment, might affect, the extension of credit by lending institutions in the United States, (D) the commencement or escalation of war, armed hostilities or any other international or national calamity directly or indirectly involving the United States or (E) in the case of any of the foregoing existing at the time of the commencement of such Offer, in 3M's sole judgment, a material acceleration or worsening thereof; and

(d) the trustee under the Indenture dated as of June 1, 1989 (as amended or supplemented) and the Indenture dated as of November 17, 2000 (as amended or supplemented), each between 3M Company and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), shall not

have objected in any respect to or taken any action that could, in the sole judgment of 3M, adversely affect the closing of such Offer or the making of such Offer or the acceptance for purchase of, or payment for, the Notes tendered pursuant to such Offer.

The foregoing conditions, including the Financing Condition, are for the sole benefit of 3M and may be asserted by 3M regardless of the circumstances giving rise to such condition or may be waived by 3M in whole or in part at any time and from time to time in its sole discretion. If any condition to any Offer is not satisfied or waived by 3M prior to the Early Settlement Date or Expiration Date, as applicable, 3M reserves the right, but shall not be obligated, subject to applicable law, (i) to terminate such Offer and return the applicable Notes tendered pursuant thereto to the tendering Holders, (ii) to waive all unsatisfied conditions and accept for purchase and purchase all Notes that are validly tendered pursuant thereto and not validly withdrawn prior to the Expiration Date, (iii) to extend such Offer and retain the Notes that have been tendered pursuant thereto during the period for which such Offer is extended or (iv) to amend such Offer in any respect (including, without limitation, to change the Total Consideration or Tender Consideration, as applicable).

No Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer.

Procedure for Tendering Notes

The tendering of Notes in an Offer will be deemed to have occurred upon receipt by the Tender Agent via DTC of a valid Agent's Message submitted in accordance with the requirements of DTC. The receipt of such Agent's Message by DTC will be acknowledged in accordance with the standard practices of DTC.

To tender Notes in an Offer, a Holder must deliver, or arrange to have delivered on its behalf, via DTC and in accordance with the requirements of DTC, a valid Agent's Message that is received in each case by the Tender Agent at or prior to the Early Tender Deadline (in order to be eligible to receive the applicable Total Consideration) or the Expiration Date (in order to be eligible to receive the applicable Tender Consideration). There is no letter of transmittal for the Offers.

Only a Direct Participant in DTC may submit an Agent's Message. If a Holder is not a Direct Participant in DTC and holds its Notes through a broker, dealer, commercial bank, trust company or other nominee or intermediary, such Holder must contact the relevant nominee or intermediary to instruct such nominee or intermediary to submit an Agent's Message on its behalf. In the event that the relevant nominee or intermediary is unable to submit an Agent's Message on its behalf by one of the methods described herein, the Holder should contact the Tender Agent for assistance in submitting its Agent's Message. There can be no assurance that the Tender Agent will be able to assist any such Holders in successfully submitting an Agent's Message.

Holders who are not Direct Participants are advised to check with the relevant nominee or intermediary through which they hold Notes when such nominee or intermediary would require to receive instructions from a Holder in order for that Holder to be able to participate in, or (in the limited circumstances in which withdrawals are permitted) withdraw their instruction to participate in, the Offers before the deadlines specified in this Offer to Purchase. The deadlines set by any such nominee or intermediary and DTC for the submission and withdrawal of an Agent's Message will be earlier than the relevant deadlines specified in this Offer to Purchase.

Holders must take the appropriate steps through DTC so that no transfers may be effected in relation to such tendered Notes at any time after the date of submission of such Agent's Message, in accordance with the requirements of DTC and the deadlines required by DTC. Each Direct Participant will be deemed to consent to have DTC provide details concerning such Direct Participant's identity to the Tender Agent (and for such Tender Agent to provide such details to the Company and Dealer Manager, and their respective legal advisers).

The Tender Agent will establish one or more accounts at DTC for purposes of the Offers promptly after commencement of the Offers. All Holders must arrange for a Direct Participant in DTC to electronically transmit the Agent's Message through ATOP, for which the Offers will be eligible. Any Direct Participant in DTC may make a book-entry delivery of Notes by causing DTC to transfer Notes in the participant's account to the Tender Agent's

account at DTC in accordance with ATOP procedures. DTC will then send an Agent's Message (as hereinafter defined) to the Tender Agent. There is no letter of transmittal for the Offers.

An "Agent's Message" is a message, transmitted by DTC, received by the Tender Agent and forming part of the book-entry confirmation, which states that DTC has received from the tendering participant an express acknowledgement stating: (i) the aggregate principal amount of Notes validly tendered by such participant, (ii) that such participant has received this Offer to Purchase and agrees to be bound by the terms and conditions of the Offer as set forth in this Offer to Purchase, and (iii) that the Company may enforce such terms and conditions against such participant.

Although transfer of the Notes may be effected through book-entry at DTC, an Agent's Message must be transmitted by DTC and received by the Tender Agent at or prior to the Early Tender Deadline (in order to be eligible to receive the applicable Total Consideration) or after that date but at or prior to the Expiration Date (in order to be eligible to receive the applicable Tender Consideration) in order to validly tender Notes pursuant to an Offer. Notes tendered will be held to the order of the Tender Agent until the earlier of the time of settlement on the applicable Settlement Date or the termination of the Offer, in which case such Notes will be promptly returned to the tendering Holders.

There are no guaranteed delivery procedures applicable to the Offers. Holders who intend to tender their Notes at or prior to the Early Tender Deadline or the Expiration Date, as applicable, should allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date.

General. The tender of Notes by a Holder pursuant to the procedures set forth above will constitute a binding agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth herein, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

The Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes, and such determinations will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Offers or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Offer will be final and binding. No tender or notice of withdrawal will be deemed to have been validly made until all defects or irregularities have been cured or waived by the Company. None of the Company, the Dealer Manager, the Tender Agent and Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification.

Representations, Warranties and Undertakings. By tendering Notes pursuant to this Offer to Purchase, the Holder is deemed to represent, warrant and undertake to the Company, the Dealer Manager and the Tender Agent and Information Agent that:

1. the tendering Holder has received this Offer to Purchase, has reviewed, accepts and agrees to be bound by the terms and conditions of the Offers, and the Company may enforce such agreement against such Holder, all as described in this Offer to Purchase;
2. the Notes are, at the time of acceptance, and will continue to be, until the payment on the applicable Settlement Date, or the termination or withdrawal of an Offer, or, in the case of Notes in respect of which the tender has been withdrawn, the date on which such tender is validly withdrawn, held by it;
3. the tendering Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the tendering Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustee in bankruptcy and

legal representatives of the tendering Holder and shall not be affected by, and shall survive, the death or incapacity of the tendering Holder;

4. the tendering Holder has full power and authority to tender, sell, assign and transfer the tendered Notes;
5. the Notes will, on the applicable Settlement Date, be transferred by such tendering Holder to the Company in accordance with the terms of the Offer, and the Company will acquire good, marketable and unencumbered title thereto, with full title guarantee free from all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto and the tendering Holder will, upon request, execute and deliver any additional documents deemed by the Tender Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered;
6. it is not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws, it has not distributed or forwarded this Offer to Purchase or any other documents or materials relating to the Offer to any such person(s) and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Agent's Message in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer;
7. it acknowledges that it has a net long position in the Notes being tendered within the meaning of Rule 14e-4 (promulgated under the Exchange Act) and the tender of such Notes complies with Rule 14e-4.
8. it acknowledges that the Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility, including time of receipt, acceptance for purchase and withdrawal of tendered Notes, and such determinations will be final and binding, that the Company reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or the acceptance for purchase of or purchase of which may, in the opinion of the Company's counsel, be unlawful, that the Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders, that the Company's interpretation of the terms and conditions of the Offer will be final and binding and that none of the Company, the Dealer Manager, the Tender Agent and Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or any notices of withdrawal or will incur any liability for failure to give any such notification;
9. if the Notes tendered are accepted for purchase by the Company (i) the applicable Total Consideration and the applicable Tender Consideration, as the case may be, if any, will be paid in U.S. dollars and will be deposited by the Company, upon the Tender Agent's instructions, with DTC on the applicable Settlement Date on behalf of the Holders entitled thereto; (ii) on receipt of such cash amounts, DTC will make payments promptly to the accounts of the relevant Holders; and (iii) payment of such cash amounts to DTC, upon the direction of the Tender Agent, will discharge the obligation of the Company to such Holder in respect of the payment of the cash amounts, and no additional amounts shall be payable to the Holder in the event of a delay in the payment of such cash amounts by DTC or an intermediary to the Holder;
10. the tendering Holder will, upon request, execute and deliver any documents deemed by the Tender Agent or the Company to be reasonably necessary or desirable to complete the sale, assignment and transfer of the Notes tendered.

By tendering Notes as set forth herein, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder (i) irrevocably sells, assigns and transfers to, the Company all right, title and interest in and to all the Notes tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the

indenture relating to such Notes, as applicable), (iii) releases and discharges the Company and its affiliates from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes, and (iv) irrevocably constitutes and appoints the Tender Agent, or DTC, as the case may be, as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Company in connection with Offers) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to, the Company, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the applicable Total Consideration or applicable Tender Consideration, as the case may be, plus the applicable Accrued Interest, of Notes tendered pursuant to the Offer, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Company).

By tendering Notes pursuant to the Offer, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company.

Compliance with "Short Tendering" Rule. It is a violation of Rule 14e-4 (promulgated under the Exchange Act) for a person, directly or indirectly, to tender securities in a partial tender offer for his own account unless the person so tendering securities (i) has a net long position equal to or greater than the aggregate principal amount of the securities being tendered and (ii) will cause such securities to be delivered in accordance with the terms of the tender offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Notes in the Offers under any of the procedures described above will constitute a binding agreement between the tendering Holder and the Company with respect to the Offers on the terms and subject to the conditions to the Offers, including the tendering Holder's acceptance of the terms and conditions to the Offers, as well as the tendering Holder's representation and warranty that (i) such Holder has a net long position in the Notes being tendered pursuant to the Offers within the meaning of Rule 14e-4 under the Exchange Act and (ii) the tender of such Notes complies with Rule 14e-4.

Minimum Tender Denomination. Notes may be tendered only in principal amounts equal to the minimum authorized denomination and integral multiples in excess thereof for the applicable Series of Notes, which are set forth in the table below.

<u>Notes</u>	<u>CUSIP Numbers</u>	<u>Minimum Denomination</u>	<u>Integral Multiple in Excess of Minimum Denomination</u>
5.70% Notes due 2037	88579EAC9, US88579EAC93	\$2,000	\$1,000
6¾% Debentures due 2028	604059AE5, US604059AE52	\$1,000	\$1,000

No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in an authorized denomination.

No Guaranteed Delivery

There are no guaranteed delivery provisions provided for by the Company in connection with any Offer under the terms of this Offer to Purchase or any other related documents. Holders must tender their Notes in accordance with the procedures set forth above.

MARKET AND TRADING INFORMATION

The Notes are not listed on any national or regional securities exchange. Prices and trading volumes of the Notes can be difficult to monitor. Holders are urged to obtain current information with respect to market prices for the Notes. To the extent that Notes are purchased pursuant to an Offer, the trading markets for the Notes that remain outstanding may become limited. A debt security with a smaller outstanding principal amount available for trading (a smaller “float”) may command a lower price than would a comparable debt security with a greater float.

Therefore, the market prices for the Notes not purchased may be affected adversely to the extent the amount of Notes purchased pursuant to an Offer reduces the float of the Notes. The reduced float may also tend to make the trading prices more volatile. There can be no assurance that active trading markets will exist for the Notes following the consummation of such Offer. The extent of the trading markets for the Notes following consummation of such Offer would depend on the number of Holders that remain at such time, the interest in maintaining markets in the Notes on the part of securities firms and other factors.

OTHER PURCHASES OF NOTES

Whether or not an Offer is consummated, 3M or its affiliates may from time to time acquire Notes, other than pursuant to such Offer, through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, on such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to such Offer and may be for cash or other consideration. In addition, 3M may redeem Notes that remain outstanding following such Offer as permitted by the applicable indenture relating to such Notes.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes the material U.S. Federal income tax considerations for Holders whose Notes are purchased pursuant to an Offer. This discussion is not a complete analysis of all potential U.S. Federal income tax consequences, nor does it address any tax consequences arising under any state, local or foreign tax laws, the Medicare contribution tax on net investment income or U.S. Federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations promulgated thereunder, judicial decisions and published rulings and administrative pronouncements of the Internal Revenue Service (the “IRS”), all as in effect as of the date of this Offer to Purchase.

These authorities may change, possibly retroactively, resulting in U.S. Federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not take a contrary position regarding the tax consequences of the purchase of Notes from a Holder pursuant to an Offer, or that any such contrary position would not be sustained by a court.

This discussion is limited to Holders who hold the Notes as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. Federal income tax considerations that may be relevant to a particular Holder in light of the Holder’s particular circumstances or relevant to Holders subject to special rules under the U.S. Federal income tax laws, including U.S. expatriates; partnerships and other pass-through entities; controlled foreign corporations; passive foreign investment companies; corporations that accumulate earnings to avoid U.S. Federal income tax; financial institutions; insurance companies; brokers, dealers or traders in securities, commodities or currencies; tax-exempt organizations; tax-qualified retirement plans; persons subject to the alternative minimum tax; persons that are members of an “expanded group” (within the meaning of the Treasury Regulations Section 1.385-1) of which 3M is also a member, and persons holding the Notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment.

EACH HOLDER OF NOTES IS URGED TO CONSULT ITS TAX ADVISORS REGARDING THE POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE SALE OF THE NOTES IF SUCH HOLDER TENDERS NOTES IN THE OFFERS, INCLUDING THE EXTENT TO WHICH SUCH HOLDER’S INDIVIDUAL CIRCUMSTANCES MAY AFFECT THE GENERAL RESULTS OUTLINED

HEREIN, AS WELL AS THE CONSEQUENCES OF THE TAX LAWS OF ANY FOREIGN, STATE OR LOCAL TAXING JURISDICTION.

As used in this discussion, a U.S. Holder is any beneficial owner of Notes who is treated for U.S. Federal income tax purposes as:

- an individual citizen or resident of the United States;
- a corporation (or other entity taxed as a corporation for U.S. Federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust, the income of which is subject to U.S. Federal income tax regardless of its source.

A non-U.S. Holder is any beneficial owner of Notes who is neither a U.S. Holder nor a partnership for U.S. Federal income tax purposes. If a partnership (or other entity or arrangement treated as a partnership for U.S. Federal income tax purposes) holds the Notes, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Accordingly, partnerships that hold Notes and partners in such partnerships should consult their tax advisors regarding the tax consequences to them of the sale of their Notes pursuant to the Offers.

U.S. Holders

Sale of Notes Pursuant to the Offers. A U.S. Holder will recognize taxable gain or loss in an amount equal to the difference between the amount of cash received for a Note pursuant to an Offer (other than amounts received for accrued and unpaid interest, which generally will be taxed as ordinary income to the extent the Holder has not previously included such interest in income) and the U.S. Holder's adjusted tax basis in the Note as of the date of sale. A U.S. Holder's adjusted tax basis in a Note generally will equal such U.S. Holder's cost of the Note, increased by any market discount previously included in income with respect to the Note, and reduced (but not below zero) by any bond premium previously amortized by the U.S. Holder with respect to the Note. Subject to the discussion below regarding market discount, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder held the Note for more than one year as of the date of sale. Long-term capital gains of non-corporate U.S. Holders are subject to tax at a reduced rate. The deductibility of capital losses is subject to limitations.

Gain recognized by a U.S. Holder with respect to a Note that was acquired with market discount will be treated as ordinary income to the extent of accrued market discount not previously included in income with respect to the Note. A Note will be considered to have been acquired with market discount if the U.S. Holder purchased the Note for an amount less than the Note's stated principal amount, subject to a statutory de minimis exception. Market discount accrues on a ratable basis unless a U.S. Holder elects to accrue market discount on a constant-yield basis.

Early Tender Premium. We intend to treat the applicable Early Tender Premium as part of the consideration paid in exchange for the applicable Notes sold pursuant an Offer (and, therefore, not a separate fee that would be subject to U.S. Federal withholding tax). U.S. Holders are urged to consult their own tax advisors regarding the U.S. federal income tax treatment of the applicable Early Tender Premium.

Information Reporting and Backup Withholding. Payments made to U.S. Holders pursuant to an Offer generally will be subject to information reporting and may be subject to backup withholding (currently at a rate of 28%). To avoid backup withholding, (non-exempt) U.S. Holders that do not otherwise establish an exemption should complete and return an IRS Form W-9, certifying that such Holder is a U.S. person, the taxpayer identification number provided is correct, and that such Holder is not subject to backup withholding. Certain Holders (including corporations) generally are not subject to backup withholding. To avoid erroneous backup withholding, exempt U.S. Holders (including corporations) should complete an IRS Form W-9, indicating their exempt status by providing the relevant exemption code. A U.S. Holder that provides an incorrect taxpayer identification number may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. U.S. Holders may use amounts withheld as a credit against their U.S. Federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

Non-U.S. Holders

Sale of Notes Pursuant to the Offers. A non-U.S. Holder generally will not be subject to U.S. Federal income tax on any gain realized on the receipt of cash for Notes pursuant to the Offers (other than amounts received for accrued and unpaid interest) unless:

- the Holder is an individual who was present in the United States for 183 days or more during the taxable year of the disposition of the Notes and certain exceptions do not apply, or otherwise has a “tax home” in the United States, as specifically defined for purposes of the Code; or
- the gain is effectively connected with the Holder’s conduct of a trade or business in the United States and, if required by an applicable tax treaty, is attributable to a permanent establishment or fixed base maintained by the Holder in the United States.

Gain realized by a non-U.S. Holder described in the first bullet point generally will be subject to U.S. Federal income tax at a flat 30% rate, but may be offset by U.S.-source capital losses. Unless a tax treaty provides otherwise, gain described in the second bullet point will be subject to U.S. Federal income tax on a net income basis in much the same manner as if the non-U.S. Holder were a resident of the United States. Non-U.S. Holders that are corporations also may be subject to a 30% branch profits tax (or applicable lower treaty rate) on effectively connected gain. Non-U.S. Holders are urged to consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

The gross amount of payments attributable to accrued and unpaid interest paid to a non-U.S. Holder generally will not be subject to U.S. Federal income tax provided (i) the Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of 3M stock entitled to vote, (ii) the Holder is not a controlled foreign corporation related to 3M through stock ownership, (iii) the Holder is not a bank receiving interest on a loan entered into in the ordinary course of its trade or business, (iv) the interest is not effectively connected with the Holder’s conduct of a trade or business in the United States (or, if required by an applicable tax treaty, is not attributable to a permanent establishment or fixed base maintained by the Holder in the United States) and (v) 3M or the Tender Agent has received appropriate documentation establishing that the non-U.S. Holder is not a U.S. person (generally, an IRS Form W-8BEN, Form W-8BEN-E or other applicable IRS Form W-8). Payments of interest to a non-U.S. Holder who does not meet these requirements generally will be subject to a 30% U.S. Federal withholding tax (or applicable lower treaty rate).

Early Tender Premium. As described above in the discussion of the tax treatment of U.S. Holders tendering Notes pursuant an Offer, we intend to treat the applicable Early Tender Premium as part of the consideration paid in exchange for the applicable Notes sold pursuant an Offer (and, therefore, not a separate fee that would be subject to U.S. Federal withholding tax). Non-U.S. Holders are urged to consult their own tax advisors regarding the U.S. federal income tax treatment of the applicable Early Tender Premium.

Information Reporting and Backup Withholding. Payments made to non-U.S. Holders pursuant to the Offers may be subject to information reporting and backup withholding (currently at a rate of 28%). Non-U.S. Holders can avoid backup withholding by providing the Tender Agent with a properly executed IRS Form W-8BEN or Form W-8BEN-E, as applicable (or other applicable IRS Form W-8), certifying the Holder’s non-U.S. status or by otherwise establishing an exemption. Backup withholding is not an additional tax. Non-U.S. Holders may use amounts withheld as a credit against their U.S. Federal income tax liability or may claim a refund of any excess amounts withheld by timely filing a claim for refund with the IRS.

CERTAIN ERISA CONSIDERATIONS

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Section 4975 of the Code, prohibit certain transactions (“prohibited transactions”) involving the assets of (i) an employee benefit plan that is subject to the prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code (including individual retirement accounts, Keogh plans and other plans described in Section 4975(e)(1) of the Code) and (ii) entities whose underlying assets are considered to include “plan assets” of any such plan, account or arrangement (each of the foregoing described in clauses (i) and (ii) being referred to herein as a “Plan”) and certain persons who are “parties in interest” (within the meaning of ERISA) or “disqualified persons” (within the meaning of the Code) with respect to the Plan.

The Company, the Dealer Manager, the Tender Agent and Information Agent, and certain of their respective affiliates may be considered a “party in interest” or a “disqualified person” with respect to many Plans, and, accordingly, prohibited transactions may arise if Notes are tendered by or on behalf of a Plan unless the Notes are tendered pursuant to an available exemption, of which there are many. In this regard the U.S. Department of Labor (the “DOL”) has issued prohibited transaction class exemptions that may apply to the tendering of the Notes. These exemptions include transactions effected on behalf of a Plan by a “qualified professional asset manager” (prohibited transaction exemption 84-14) or an “in-house asset manager” (prohibited transaction exemption 96-23), transactions involving insurance company general accounts (prohibited transaction exemption 95-60), transactions involving insurance company pooled separate accounts (prohibited transaction exemption 90-1), and transactions involving bank collective investment funds (prohibited transaction exemption 91-38). In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Plan involved in the transaction and provided further that the Plan receives no less and pays no more than “adequate consideration” (within the meaning of Section 408(b)(17) of ERISA and Section 4975(f)(10) of the Code). There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Governmental plans, certain church plans and non-U.S. plans may not be subject to the prohibited transaction provisions of ERISA or the Code but may be subject to similar laws (“Similar Laws”). Fiduciaries of any such plans should consult with counsel before acquisition or ownership of the Notes.

Because of the foregoing, the person making the decision on behalf of a Plan or a governmental, church or foreign plan will be deemed, by tendering the Notes, to represent on behalf of itself and the plan that the tendering of the Notes will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or any applicable Similar Law.

In addition, the person making the decision on behalf of a Plan (the “Plan Fiduciary”), will be deemed to have represented and warranted that (1) neither the Company, the Dealer Manager, the Tender Agent and Information Agent nor any of their respective affiliates (the “Transaction Parties”) has provided or will provide advice with respect to the tendering of the Notes by the Plan, other than to the Plan Fiduciary which is independent of the Transaction Parties, and the Plan Fiduciary either: (a) is a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the “Advisers Act”), or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency; (b) is an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Plan; (c) is an investment adviser registered under the Advisers Act, or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203a of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) is a broker-dealer registered under the Exchange Act; or (e) has, and at all times during the transactions contemplated in connection with the Offers will have, total assets of at least U.S. \$50,000,000 under its management or control (provided that this clause (e) shall not be satisfied if the Plan Fiduciary is either (i) the owner or a relative of the owner of the individual retirement account that is tendering the Notes, or (ii) a participant or beneficiary of the Plan tendering the Notes in such capacity); (2) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to particular transactions and investment strategies, including the tendering of the Notes by the Plan; (3) the Plan Fiduciary is a “fiduciary” with respect to the Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the

Plan's tendering of the Notes; (4) none of the Transaction Parties has exercised any authority to cause the Plan to tender the Notes or to negotiate the terms of the Plan's tendering of the Notes; (5) none of the Transaction Parties receives a fee or other compensation from the Plan or Plan Fiduciary for the provision of investment advice in connection with the Plan's decision to tender the Notes; and (6) the Plan Fiduciary has been informed by the Transaction Parties: (a) that none of the Transaction Parties is undertaking to provide impartial investment advice or to give advice in a fiduciary capacity, and that no such entity has given investment advice or otherwise made a recommendation, in connection with the Plan's tendering of the Notes; and (b) of the existence and nature of the Transaction Parties' financial interests in the Plan's tendering of the Notes. The above representations are intended to comply with the DOL's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997). If these regulations are revoked, repealed or no longer effective, these representations shall be deemed to be no longer in effect. None of the Transaction Parties is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the tendering of the Notes by any Plan.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering the tendering or continued holding of the Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such decision and whether an exemption would be applicable to the tendering of the Notes.

DEALER MANAGER, TENDER AGENT AND INFORMATION AGENT

3M has retained J.P. Morgan Securities LLC to act as Dealer Manager (the “Dealer Manager”) and D.F. King & Co., Inc. to act as Information Agent (the “Information Agent”) and the Tender Agent (the “Tender Agent”) in connection with the Offers. 3M has agreed to pay the Dealer Manager and the Tender Agent and Information Agent customary fees for their services in connection with the Offers. 3M has also agreed to reimburse the Dealer Manager and the Tender Agent and Information Agent for their reasonable out-of-pocket expenses (excluding fees and disbursements of counsel to the Dealer Manager) and to indemnify them against certain liabilities, including liabilities under Federal securities laws.

At any given time, the Dealer Manager and its affiliates may make markets in the Notes or other securities of 3M or otherwise trade in the Notes or other securities of 3M for their own accounts or for the account of customers, and accordingly, may hold long or short positions in the Notes or such other securities. In addition, the Dealer Manager and its affiliates may tender Notes into the Offers for their own accounts.

The Dealer Manager and its affiliates have provided in the past, and currently provide, other investment banking and financial advisory services to 3M and its affiliates. The Dealer Manager and its affiliates may continue to provide various investment banking and financial advisory services to 3M and its affiliates, for which they would receive customary compensation. In that regard, the Dealer Manager is acting as an underwriter in the Debt Financing.

None of the Dealer Manager or the Tender Agent and Information Agent assumes any responsibility for the accuracy or completeness of the information concerning 3M or its affiliates or the Notes contained or incorporated by reference in this Offer to Purchase or for any failure by 3M to disclose events that may have occurred and may affect the significance or accuracy of such information.

SCHEDULE A: FORMULA FOR DETERMINING THE TOTAL CONSIDERATION AND ACCRUED INTEREST

$$\text{Total Consideration} = \left[\frac{\$1,000}{\left(1 + \frac{\text{YLD}}{2}\right) \exp\left(N - \frac{S}{180}\right)} \right] + \sum_{K=1}^N \left[\frac{\$1,000 \left(\frac{\text{CPN}}{2}\right)}{\left(1 + \frac{\text{YLD}}{2}\right) \exp\left(K - \frac{S}{180}\right)} \right] - \$1,000 \left(\frac{\text{CPN}}{2}\right) \left(\frac{S}{180}\right)$$

where:

YLD	=	The sum of the yield to maturity on the applicable Reference Security, as determined by the Dealer Manager in accordance with standard market practice, based on the bid price of the applicable Reference Security at 11:00 A.M., New York City time, on the Price Determination Date (as displayed on the applicable Bloomberg Reference Page set forth on the front cover of the Offer to Purchase of which this Schedule A is a part (or any other recognized quotation source selected by the Dealer Manager in its sole discretion if such quotation report is not available or is manifestly erroneous)), plus the applicable fixed spread, expressed as a decimal.
CPN	=	The contractual annual rate of interest payable on the Notes of the applicable Series expressed as a decimal.
N	=	The number of scheduled semi-annual interest payments from (but excluding) the applicable Settlement Date to (and including) the maturity date.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but excluding, such Settlement Date. The number of days is computed using the 30/360 day-count method.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any addition or subtraction operations are performed.
exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
$\sum_{K=1}^N$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “k” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	$\$1,000(\text{CPN}/2) (S/180)$
Tender Consideration	=	Total Consideration minus the applicable Early Tender Premium

Any questions or requests for assistance or for additional copies of this Offer to Purchase or related documents may be directed to the Information Agent at its telephone numbers set forth below. A Holder may also contact the Dealer Manager at its telephone numbers set forth below or such Holder's broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers. Beneficial owners should contact their broker, dealer, commercial bank, trust company or other nominee or intermediary for assistance concerning the Offers.

The Tender Agent and Information Agent for the Offers is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Attention: Andrew Beck

Banks and Brokers call: (212) 269-5550
Toll-free: (800) 330-5897

Email: mmm@dfking.com

By facsimile: (212) 709-3328
(For Eligible Institutions only)

Confirmation: (212) 269-5552

The Dealer Manager for the Offers is:

J.P. Morgan
383 Madison Avenue, 3rd Floor
New York, New York 10179
Attn: Liability Management
Collect: (212) 834-3260
Toll-Free: (866) 834-4666