UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): August 17, 2026

3M COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**File No. 1-3285**	**41-0417775**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3M Center, St. Paul, Minnesota	**55144-1000**
(Address of Principal Executive Offices)	(Zip Code)

(Registrant's Telephone Number, Including Area Code) **(651) 733-1110**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value $.01 Per Share	MMM	New York Stock Exchange
	MMM	NYSE Texas, Inc.
1.500% Notes due 2026	MMM26	New York Stock Exchange
1.750% Notes due 2030	MMM30	New York Stock Exchange
1.500% Notes due 2031	MMM31	New York Stock Exchange

Note: The common stock of the Registrant is also traded on the SIX Swiss Exchange.

Securities registered pursuant to section 12(g) of the Act: **None**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the exchange Act. ☐

Item 1.01. Entry Into a Material Definitive Agreement

On August 17, 2026 (the "Effective Date"), 3M Company (the "Company") entered into a new credit agreement (the "Credit Agreement") with JPMorgan Chase Bank, N.A., as administrative agent; certain subsidiaries of the Company from time to time party thereto, as subsidiary borrowers (together with the Company, the "Borrowers"); and certain financial institutions as lenders. Pursuant to the terms of the Credit Agreement, the lenders thereunder have agreed to provide the Borrowers with a $4.25 billion revolving credit facility on an unsecured basis (the "Facility") which is available for borrowing until the maturity date or the earlier termination of the Facility in accordance with the terms of the Credit Agreement. Any advances under the Facility will mature and be payable on the fifth anniversary of the Effective Date. The Credit Agreement replaced the $4.25 billion five-year revolving credit agreement dated as of May 11, 2023 (as amended by Amendment No. 1, dated as of July 7, 2023 and Amendment No. 2, dated as of September 18, 2023, the "Former Revolving Credit Agreement"), among the Company, the lenders named therein and JPMorgan Chase Bank, N.A. as administrative agent. The Former Revolving Credit Agreement and the commitments thereunder were terminated on the Effective Date.

Advances under the Facility will accrue interest at a rate per annum equal to (i) with respect to advances denominated in U.S. Dollars, at the Company's option, either (x) the Base Rate (as defined in the Credit Agreement) plus the applicable margin, or (y) the Term SOFR (as defined in the Credit Agreement) plus the applicable margin and (ii) with respect to advances denominated in Euro, the EURIBO Rate (as defined in the Credit Agreement) plus the applicable margin. The applicable margin for (i) advances bearing interest by reference to the Term SOFR or the EURIBO Rate ranges from 0.625% to 1.125% per annum and (ii) advances bearing interest by reference to the Base Rate, ranges from 0.00% to 0.125% per annum, in each case, determined by reference to the credit rating assigned to the Company's senior, unsecured, non-credit enhanced long-term debt for borrowed money in accordance with the Credit Agreement.

Under the Facility, the Company will pay a commitment fee for any unused and available commitments. The commitment fee will accrue in arrears at a rate ranging from 0.05% to 0.11% per annum of the total commitments of the lenders thereunder, determined by reference to the credit rating assigned to the Company's senior, unsecured, non-credit enhanced long-term debt for borrowed money in accordance with the Credit Agreement. The commitment fee will be payable on a quarterly basis.

The Credit Agreement includes a provision under which the Company may request an increase of the aggregate commitments by increments of $25 million, up to a total facility size not to exceed $5.25 billion. The Credit Agreement also includes a provision under which the Company may request to extend the term of the Facility by up to two additional one-year periods, with a maximum facility term at any one time of no more than five years. Each request is subject to the lenders' discretion.

The Credit Agreement contains customary events of default, representations, warranties, and covenants, including but not limited to covenants restricting the Borrowers' ability to incur certain liens and merge or consolidate with another entity where the relevant Borrower is not the surviving entity, except in certain circumstances. Further, the Credit Agreement contains a covenant requiring the Company to maintain an EBITDA to Interest Ratio (as defined in the Credit Agreement) as of the end of each quarter of not less than 3.0 to 1.0, which is calculated by comparing EBITDA (as defined in the Credit Agreement) for the four consecutive quarters then ended to interest expense on, and amortization of debt discount in respect of, all Funded Debt (as defined in the Credit Agreement) of the Company and its subsidiaries during the same period. Additionally, the lenders have the right, upon 30 days' written notice, to demand prepayment of any outstanding advances and terminate the commitments if the Company undergoes a change of control.

The foregoing description of the Facility is qualified in its entirety by reference to the full text of the Credit Agreement, a copy of which will be filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ending September 30, 2026.

Some of the lenders party to the Credit Agreement and extending commitments under the Facility and/or their respective affiliates provide or may seek to provide financial services to the Company and its subsidiaries, including cash management, investment banking, foreign exchange, and trust services.

Item 1.02. Termination of a Material Definitive Agreement

The information described above under “Item 1.01. Entry into a Material Definitive Agreement” with respect to termination of the Former Revolving Credit Agreement is hereby incorporated by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant

The information described above under “Item 1.01. Entry into a Material Definitive Agreement” with respect to the Facility is hereby incorporated by reference.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

3M COMPANY

By: /s/ Kevin H. Rhodes

Kevin H. Rhodes
Executive Vice President, Chief Legal Affairs Officer and Secretary

Dated: August 19, 2026