

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933

MINNESOTA MINING AND MANUFACTURING COMPANY  
(Exact name of Registrant as specified in its charter)

Delaware 41-0417775  
(State of incorporation) (I.R.S. Employer I.D. No.)  
3M Center  
St. Paul, Minnesota 55144  
(651) 733-1528  
(Address, including zip code, and telephone number,  
including area code, of Registrant's principal  
executive offices)

VIP PLUS  
(Full title of the plan)

Roger P. Smith, Secretary  
Minnesota Mining and Manufacturing Company  
3M Center  
St. Paul, Minnesota 55144  
Telephone: (651) 733-1528  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

<TABLE>  
<CAPTION>

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered(1)	Amount to be Registered	Proposed Maximum Offering Price/Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
<S> Deferred Compensation Obligations	<C> \$10,000,000	<C> 100%	<C> \$10,000,000	<C> \$2,500

</TABLE>

(1) The Deferred Compensation Obligations are unsecured obligations of Minnesota Mining and Manufacturing Company (3M) to pay deferred compensation in the future in accordance with terms of 3M's VIP Plus.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933.

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PART I - INFORMATION REQUIRED IN SECTION 10(a) PROSPECTUS

ITEM 1. PLAN INFORMATION\*

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION\*

\*Information required by Part I to be contained in a Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 under the Securities Act of 1933 (the "Securities Act") and the Note to Part I of Form S-8.

PART II - INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") by the Registrant are incorporated herein by reference in this Registration Statement:

3M COMMISSION FILINGS (FILE NO. 1-3285)	DATE/PERIOD
Annual Report on Form 10-K	Year ended December 31, 2000
Quarterly Reports on Form 10-Q	Quarters ended March 31, 2001, June 30, 2001 and September 30, 2001
Current Reports on Form 8-K	January 11, 2001, January 17, 2001, January 24, 2001, February 23, 2001,

April 23, 2001, May 4, 2001,  
May 10, 2001, May 11, 2001,  
September 17, 2001

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

For purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### ITEM 4. DESCRIPTION OF SECURITIES.

Under the VIP Plus (the "Plan"), the Registrant will provide eligible employees the opportunity to defer a specified percentage of a portion of their cash compensation.

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The obligations of the Registrant under the Plan is to pay in the future the value of the deferred compensation accounts, as defined in the Plan, adjusted to reflect the performance, whether positive or negative, of the selected measurement investment options during the deferral period, in accordance with the terms of the Plan (the "Obligations"). The Obligations will be unsecured general obligations of the Registrant and will rank on a parity with other unsecured and unsubordinated indebtedness of the Registrant from time to time outstanding.

The amount of compensation to be deferred by each participating employee (each a "Participant") will be determined in accordance with the Plan based on elections by each Participant. Each Obligation will be payable on the date selected by each Participant in accordance with the terms of the Plan or, if earlier, death or other termination of employment pursuant to the terms of the Plan. The Obligations will be denominated and be payable in United States dollars.

A Participant's right to the Obligations cannot be assigned or transferred except by a written designation of a beneficiary under the Plan or pursuant to the Plan's rules in the event the Participant dies without having an effective beneficiary designation.

The Obligations are not subject to redemption, in whole or in part, prior to the individual payment dates specified by each Participant according to the terms of the Plan, at the option of the Registrant. However, the Registrant reserves the right to amend or terminate the Plan at any time, except that no such amendment or termination shall adversely affect the right of the Participant to the balance of his or her deferred account as of the date of such amendment or termination.

The Obligations are not convertible into another security of the Registrant. The Obligations will not have the benefit of a negative pledge or any other affirmative or negative covenant on the part of the Registrant. No trustee has been appointed having the authority to take action with respect to the Obligations and each Participant will be responsible for acting independently with respect to, among other things, the giving of notices, responding to any requests for consents, waivers or amendments pertaining to the Obligations, enforcing covenants and taking action upon default.

#### ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Certain legal matters with respect to the validity of securities registered hereby have been passed upon by Gregg M. Larson, our Assistant General Counsel. Mr. Larson beneficially owns, or has options to acquire, a number of shares of our common stock, which represents less than 1% of the total outstanding common stock, and is eligible to participate in the Plan.

#### ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Registrant is incorporated under the laws of the State of Delaware. Section 145 ("Section 145") of the General Corporation Law of the State of Delaware, as the same

exists or may hereafter be amended (the "General Corporation Law"), inter alia, provides that a Delaware corporation may indemnify any persons who were, are or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Registrant's Bylaws, as amended, provide for the indemnification of officers and directors to the fullest extent permitted by the General Corporation Law.

All of Registrant's directors and officers will be covered by insurance policies maintained by Registrant against certain liabilities for actions taken in their capacities as such, including liabilities under the Securities Act of 1933, as amended.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

See Exhibit Index

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

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(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability

under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling

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person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

#### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Paul, and State of Minnesota on November 13, 2001.

MINNESOTA MINING AND MANUFACTURING COMPANY

By /s/ Roger P. Smith  
-----  
Name: Roger P. Smith  
Title: Secretary

Pursuant to the requirements of the Securities Act of 1993, as amended, this registration statement has been signed by the following persons in the capacities and on the dates as indicated.

Signature -----	Title -----
* ----- W. James McNerney, Jr.	Chairman of the Board, Chief Executive Officer and Director
* ----- Robert J. Burgstahler	Vice President, Finance (Principal Financial Officer)
* ----- Ronald G. Nelson	Vice President and Controller

\* Director  
 -----  
 Ronald O. Baukol

\* Director  
 -----  
 Edward A. Brennan

\* Director  
 -----  
 Edward M. Liddy

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\* Director  
 -----  
 Aulana L. Peters

\* Director  
 -----  
 Rozanne L. Ridgway

\* Director  
 -----  
 Kevin W. Sharer

\* Director  
 -----  
 Frank Schrontz

\* By: /s/ Roger P. Smith  
 -----  
 Roger P. Smith  
 Attorney-in-fact  
 Date: November 13, 2001

Roger P. Smith, by signing his name hereto, does hereby sign this document pursuant to powers of attorney duly executed by the other persons named, filed with the Securities and Exchange Commission, on behalf of such other persons, all in the capacities and on the date stated, such persons being a majority of the directors and the Principal Financial and Accounting Officers of the Company.

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INDEX TO EXHIBITS

Exhibit Number	Description
4(a)	Certificate of Incorporation of Registrant, as amended and currently in effect (incorporated by reference to Exhibit 3.1 to Registrant's Current Report on Form 8-K filed on July 27, 2000)
4(b)	By-laws of Registrant, as amended and currently in effect (incorporated by reference to Exhibit 3.2 to Registrant's Current Report on Form 8-K filed on November 20, 1996)
4(c)	VIP Plus plan document
5	Opinion of Counsel re Legality (Consent of Counsel included therein).
15	Awareness Letter of PricewaterhouseCoopers LLP (regarding interim financial information)
23	Consent of PricewaterhouseCoopers LLP (Consent of Counsel included in Exhibit 5).
24	Power of attorney

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3M  
MINNESOTA MINING AND MANUFACTURING COMPANY  
VIP (VOLUNTARY INVESTMENT PLAN) PLUS

ARTICLE 1  
PURPOSE

The purpose of this Plan is to attract and incent eligible highly compensated employees to remain with 3M by offering them the opportunity to earn additional retirement benefits by deferring the receipt of a portion of their compensation on a tax-favored basis, with the belief that such opportunity will permit these employees to increase their long-term financial security. The Plan does this by supplementing the before-tax deferral provisions of the 3M Voluntary Investment Plan and Employee Stock Ownership Plan (VIP), which are limited by the requirements of the Internal Revenue Code.

ARTICLE 2  
DEFINITIONS

For the purposes of this Plan, the following words and phrases shall have the meanings indicated, unless the context clearly indicates otherwise:

- 2.1 ACCOUNT. "Account" means the record of the amounts credited to a Participant under the Plan pursuant to Article 6.
- 2.2 BENEFICIARY. "Beneficiary" means the person, persons or entity designated by the Participant, or as provided in Article 8, to receive any unpaid balance in such Participant's Account following his or her death.
- 2.3 CODE. "Code" means the Internal Revenue Code of 1986, as amended.
- 2.4 COMMITTEE. "Committee" means the Compensation Committee of the Board of Directors of 3M.
- 2.5 COMPANY. "Company" means Minnesota Mining and Manufacturing Company ("3M"), its U.S. affiliates and subsidiaries and any successor to the business thereof.
- 2.6 EFFECTIVE DATE. "Effective Date" means January 1, 2002, the effective date of this Plan.

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- 2.7 ELIGIBLE COMPENSATION. "Eligible Compensation" of a Participant for any Plan Year means base pay and profit sharing earned by the Participant during such Plan Year, unreduced by any contributions made to such Participant's Savings Plus Account under the VIP and by any contributions made on behalf of such Participant under a cafeteria plan and excluded from the Participant's taxable income under section 125 of the Code. Eligible Compensation does not include incentives, awards, commissions, foreign service premiums and allowances, income arising from stock options, separation pay, employer contributions to employee benefit plans, reimbursements or payments in lieu thereof, or lump sum payouts of a Participant's unused vacation benefits.
- 2.8 EMPLOYEE. "Employee" means any person employed by the Company as an active regular common-law employee who is recognized as such on 3M's human resources/payroll systems; including such persons who are United States citizens but on assignment outside of this country and resident aliens employed in the United States; but excluding any person covered by a collective bargaining agreement to which the Company is a party.
- 2.9 INDEXED COMPENSATION LIMIT. "Indexed Compensation Limit" means the annual amount of compensation that may be recognized by a qualified retirement plan under section 401(a)(17) of the Code (as adjusted annually for increases in the cost of living).
- 2.10 PARTICIPANT. "Participant" means any Employee who has elected to make contributions to this Plan after satisfying the eligibility requirements of Section 4.1.
- 2.11 PLAN. "Plan" means the plan described in this document, as it may be amended from time to time. The official name of the Plan shall be the VIP Plus.
- 2.12 PLAN ADMINISTRATOR. "Plan Administrator" means the person to whom the Committee has delegated the authority and responsibility for

administering the Plan. Unless and until changed by the Committee, the Plan Administrator of the Plan shall be the Staff Vice President of 3M's Total Compensation Resource Center or his successor.

- 2.13 PLAN YEAR. "Plan Year" means the 12-month period from January 1 through December 31 in respect of which a Participant may contribute to the Plan. The first Plan Year shall begin on January 1, 2002.
- 2.14 PORTFOLIO II VIP. "Portfolio II VIP" means the provisions of the 3M Voluntary Investment Plan and Employee Stock Ownership Plan applicable to those eligible employees who were hired or rehired by the Company after

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December 31, 2000 or who elected to be covered by the Company's Portfolio II retirement program.

- 2.15 RETIRE or RETIREMENT. "Retire" or "Retirement" means the termination of an Employee's employment with the Company after meeting the requirements of the Employee Retirement Income Plan of Minnesota Mining and Manufacturing Company for early or normal retirement.
- 2.16 UNFORESEEABLE FINANCIAL EMERGENCY. "Unforeseeable Financial Emergency" means an unexpected extreme financial emergency beyond the control of the Participant (e.g., severe illness of a dependent or impending bankruptcy), which results in the Participant's extreme need for cash.
- 2.17 VALUATION DATE. "Valuation Date" shall have the same meaning as that term is defined for purposes of the VIP.
- 2.18 VIP. "VIP" means the 3M Voluntary Investment Plan and Employee Stock Ownership Plan, as it may be amended from time to time.

ARTICLE 3  
EFFECTIVE DATE

The provisions of the Plan shall take effect on January 1, 2002. This Plan shall continue in operation and effect until 3M terminates it in accordance with the provisions of Section 10.2.

ARTICLE 4  
ELIGIBILITY AND PARTICIPATION

- 4.1 ELIGIBILITY. An Employee shall be eligible to participate in the Plan by making contributions for a Plan Year if as of the September 1st immediately preceding such Plan Year:
- (a) such Employee is eligible to make contributions under the VIP;
  - (b) such Employee is eligible for and covered by one or more profit sharing plans of 3M or Dyneon LLC; and
  - (c) such Employee had estimated annual planned compensation (base pay plus profit sharing) that exceeds the Indexed Compensation Limit in effect for the calendar year including such September 1st. For the first Plan Year

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of this Plan, the Indexed Compensation Limit in effect for the preceding calendar year shall be deemed to be \$200,000.

The eligibility of Employees to participate in this Plan by making contributions shall be determined each Plan Year, and no Employee shall have any right to make contributions in any Plan Year by virtue of having an Account as a result of making contributions in any prior Plan Year.

- 4.2 ELECTION TO CONTRIBUTE. In order to make contributions under the Plan for any Plan Year, an Employee who meets the eligibility requirements of Section 4.1 must enroll via the VIP's Internet site or through a FIRST Line Center representative. To be effective, an Employee's enrollment must elect the amount of his or her contributions, authorize the reduction of his or her Eligible Compensation as needed to make such contributions, specify the investment fund or funds in which such contributions are to be treated as being invested, and provide such other pertinent information as the Plan Administrator may require. The time period during which enrollments will be accepted each Plan Year



will be established by the Plan Administrator, but in no event will any enrollment be accepted after the beginning of the Plan Year to which such enrollment relates.

4.3 DURATION OF CONTRIBUTION ELECTION. Each eligible Employee's election to make contributions to the Plan made in accordance with the requirements of Section 4.2 shall expire as of the end of the Plan Year to which it relates, although it shall apply to any Eligible Compensation paid after the end of such Plan Year if such Eligible Compensation was earned during such Plan Year. Participants may not change or revoke their contribution elections for a Plan Year after the enrollment period for the Plan Year has ended.

4.4 DURATION OF PARTICIPATION. A Participant's participation in the Plan shall continue until all amounts credited to his or her Account have been distributed, or until the Participant's death, if earlier.

#### ARTICLE 5 CONTRIBUTIONS

5.1 PARTICIPANT CONTRIBUTIONS. A Participant may contribute (defer) from 1 percent to 10 percent (but only a whole percentage) of his or her Eligible Compensation earned during the Plan Year to which such Participant's election relates. The percentage the Participant elects to contribute (defer) shall be deducted from each payment of such Participant's Eligible Compensation earned during such Plan Year, whether paid during or following such Plan Year.

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5.2 COMPANY MATCHING CONTRIBUTIONS. Only for those Participants enrolled in the Portfolio II VIP, in December of each Plan Year the Company shall make a matching contribution equal to 15 percent of the lesser of:

- (a) each Participant's contributions made pursuant to Section 5.1 for such Plan Year, or
- (b) six percent (6%) of the amount by which such Participant's Eligible Compensation for such Plan Year (taking into account such Compensation paid through November 30 of such Plan Year and an estimate of such Compensation expected to be earned and paid during the balance of such Plan Year) exceeds the Indexed Compensation Limit for such Plan Year.

#### ARTICLE 6 ACCOUNTS

6.1 CREATION OF ACCOUNTS. The Plan shall establish a separate Account for each Participant who elects to make contributions hereunder. The amount of a Participant's contributions hereunder shall be credited to such Participant's Account at the same time as or as soon as reasonably possible following the dates on which the Company paid the Eligible Compensation from which such contributions were deferred. Company matching contributions shall be credited to the Accounts of those Participants eligible to receive such contributions pursuant to Section 5.2 during December of each Plan Year.

6.2 EARNINGS ON ACCOUNTS. Each Participant's Account shall be credited with investment earnings or losses based on the performance of the VIP investment funds selected by such Participant. The investment funds available to the Participants in this Plan shall be the same as the investment funds available to the participants in the VIP, excluding the 3M Stock Fund and the VIP's brokerage window. Participants may allocate the amounts credited to their Account among such investment funds in whole percentages of from one percent to one hundred percent. The deemed investment earnings or losses on such funds for purposes of this Plan shall equal the actual rate of return on such funds in the VIP net of any fees or expenses chargeable thereto, including but not limited to management fees, trustee fees, recordkeeping fees and other administrative expenses.

6.3 CHANGES IN INVESTMENT FUND ALLOCATIONS. Participants may change the investment funds among which their Account balances or future contributions are allocated at any time, subject to such rules as may be established by the Plan Administrator. Allocation changes may only be made using the VIP's Internet site or through a FIRST Line Center representative.

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- 6.4 VALUATION OF ACCOUNTS. The Accounts of all Participants shall be revalued as of each Valuation Date following the Effective Date of this Plan. As of each Valuation Date, the value of a Participant's Account shall consist of the balance of such Account as of the immediately preceding Valuation Date, increased by the amount of any contributions made and credited thereto since the immediately preceding Valuation Date, increased or decreased (as the case may be) by the amount of deemed investment earnings or losses credited to the investment funds selected by the Participant since the immediately preceding Valuation Date, and decreased by the amount of any distributions made from such Account since the immediately preceding Valuation Date.
- 6.5 VESTING OF ACCOUNTS. A Participant shall always be 100% vested in the value of his or her Account.
- 6.6 STATEMENT OF ACCOUNT. As soon as administratively feasible following the end of each Plan Year, the Plan shall deliver to each Participant a statement of his or her Account in the Plan.

ARTICLE 7  
DISTRIBUTION OF ACCOUNTS

- 7.1 GENERAL RULES. Except as provided in Sections 7.5, 10.2 and 12.2, no distribution of a Participant's Account hereunder shall be made prior to such Participant's death, retirement or termination of employment with the Company. All distributions of a Participant's Account shall be made in cash. When the Plan makes a distribution of less than the entire balance of a Participant's Account, the distribution shall be charged pro rata against each of the investment funds to which the Account is then allocated.
- 7.2 DISTRIBUTION FOLLOWING TERMINATION OF EMPLOYMENT. If a Participant's employment with the Company is terminated for any reason other than death or retirement (not including deferred retirement), the entire balance of such Participant's Account shall be paid to the Participant in a single lump sum distribution on the last business day of July in the Plan Year following the Plan Year in which such Participant's employment terminated.
- 7.3 DISTRIBUTION FOLLOWING RETIREMENT. If a Participant Retires from employment with the Company, the Participant's Account shall be paid commencing at the time and in one of the following methods of payment selected by such Participant no later than the December 31st of the Plan Year in which such Participant Retires:

(a) A single lump sum distribution; or

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(b) Ten or fewer annual installments, with the amount of each installment payment being determined by multiplying the balance in the Participant's Account on the payment date by a fraction having a numerator of one and a denominator equal to the remaining number of scheduled installment payments.

All lump sum and installment payments shall be made on the last business day of July in the Plan Year or Years selected by the Participant; provided, however, that no payments shall be made before the last business day of July in the Plan Year following the Plan Year in which such Participant retires, and provided further that no method of payment and commencement date selected by a Participant shall require the Plan to make any payment more than 10 years after the end of the Plan Year in which such Participant Retires.

- 7.4 DISTRIBUTION FOLLOWING DEATH. If a Participant dies before distribution of his or her Account has begun, the entire balance of such Participant's Account shall be paid to the Participant's Beneficiary in a single lump sum distribution on the last business day of July in the Plan Year following the Plan Year in which such Participant died. If a Participant dies after distribution of his or her Account has begun, the remaining balance of his or her Account (if any) shall be paid to the Participant's Beneficiary in accordance with the method of payment chosen by the Participant.
- 7.5 UNFORESEEABLE FINANCIAL EMERGENCY DISTRIBUTION. Upon finding that a Participant has suffered an Unforeseeable Financial Emergency, the Committee may, in its sole discretion, permit the Participant to withdraw an amount from his or her Account sufficient to alleviate the emergency.
- 7.6 WITHHOLDING; PAYROLL TAXES. To the extent required by the laws in

effect at the time any payment is made, the Plan shall withhold from any payment made hereunder any taxes required to be withheld for federal, state or local government purposes.

ARTICLE 8  
DESIGNATION OF BENEFICIARIES

8.1 BENEFICIARY DESIGNATION. Each Participant shall have the right at any time to designate any person, persons, or entity, as Beneficiary or Beneficiaries to whom payment of the Participant's Account shall be made in the event of the Participant's death. Any designation made under the Plan may be revoked or changed by a new designation made prior to the Participant's death. Any such

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designation or revocation must be made in accordance with the rules established by the Plan Administrator, and will not be effective until received by the Plan.

8.2 BENEFICIARY PREDECEASES PARTICIPANT. If a Participant designates more than one Beneficiary to receive such Participant's Account and any Beneficiary shall predecease the Participant, the Plan shall distribute the deceased Beneficiary's share to the surviving Beneficiaries proportionately, as the portion designated by the Participant for each bears to the total portion designated for all surviving Beneficiaries.

8.3 ABSENCE OF EFFECTIVE DESIGNATION. If a Participant makes no designation or revokes a designation previously made without making a new designation, or if all persons designated shall predecease the Participant, the Plan shall distribute the balance of the deceased Participant's Account in the manner determined in accordance with the Participant's designation in effect under the VIP. In the event such Participant has no effective designation under the VIP, the Plan shall distribute the balance of the deceased Participant's Account to the first of the following survivors:

- (a) The Participant's spouse;
- (b) Equally to the Participant's children;
- (c) Equally to the Participant's parents;
- (d) Equally to the Participant's brothers and sisters; or
- (e) The Participant's estate executors or administrators.

8.4 DEATH OF BENEFICIARY. If a Beneficiary to whom payments hereunder are to be made pursuant to the foregoing provisions of this Article 8 survives the Participant but dies prior to complete distribution to the Beneficiary of the Beneficiary's share:

- (a) unless the Participant has otherwise specified in his or her designation, the Plan shall distribute the undistributed portion of such Beneficiary's share to such person or persons, including such Beneficiary's estate, as such Beneficiary shall have designated in a designation made with the Plan prior to such Beneficiary's death (which designation shall be subject to change or revocation by such Beneficiary at any time); or
- (b) if the Participant's designation specifies that such Beneficiary does not have the power to designate a successor Beneficiary or if such Beneficiary is granted such power but fails to designate a successor Beneficiary prior

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to such Beneficiary's death, the Plan shall distribute the undistributed portion of such Beneficiary's share to such Beneficiary's estate.

8.5 BENEFICIARY DISCLAIMER. Notwithstanding the foregoing provisions of this Article 8, in the event a Beneficiary, to whom payments hereunder would otherwise be made, disclaims all or any portion of that Beneficiary's interest in such payments, such disclaimed portion of such Beneficiary's interest in such payments shall pass to the person or persons specified by the Participant to take such disclaimed interest. In the event the Participant did not specify a person or persons to take disclaimed interests, such disclaimed portion of such Beneficiary's interest in such payments shall pass to the person or

persons who would be entitled thereto pursuant to the Participant's designation or the designation made with respect to the VIP referenced above, whichever is applicable pursuant to the foregoing provisions of this Article 8, if such Beneficiary had died immediately preceding the death of the Participant.

ARTICLE 9  
UNFUNDED PLAN

- 9.01 NO TRUST. This Plan is intended to be an "unfunded" plan of deferred compensation for the Participants. As such, the benefits payable under this Plan will be paid solely from the general assets of the Company. The Company does not intend to create any trust in connection with this Plan. The Company shall not have any obligation to set aside funds or make investments in the investment funds referred to in Article 6. The Company's obligations under this Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.
- 9.02 UNSECURED GENERAL CREDITOR. No Participant or Beneficiary shall have any right to receive any benefit payments from this Plan except as provided in Articles 7 and 8. Until such payments are received, the rights of each Participant and Beneficiary under this Plan shall be no greater than the rights of a general unsecured creditor of the Company.

ARTICLE 10  
AMENDMENT AND TERMINATION OF THE PLAN

- 10.1 RIGHT TO AMEND. 3M may at any time amend or modify the Plan in whole or in part; provided, however, that no amendment or modification shall adversely affect the rights of any Participant or Beneficiary acquired under the terms of the Plan as in effect prior to such action. The consent of any Participant, Beneficiary, employer or other person shall not be a requisite to such amendment or modification of the Plan.

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- 10.2 TERMINATION. While it expects to continue this Plan indefinitely, 3M reserves the right to terminate the Plan at any time and for any reason. Upon the termination of the Plan, all elections to contribute to the Plan shall be revoked and the Plan shall immediately distribute in cash to the respective Participants and Beneficiaries the entire remaining balances of the Accounts.

ARTICLE 11  
GENERAL PROVISIONS

- 11.1 ADMINISTRATION OF THE PLAN AND DISCRETION. This Plan shall be administered by the Plan Administrator, under the supervision and direction of the Committee. Both the Plan Administrator and the Committee shall have full power and authority to interpret the Plan, to establish, amend and rescind any rules, forms and procedures as they deem necessary for the proper administration of the Plan, and to take any other action as they deem necessary or advisable in carrying out their duties under the Plan. Any decisions, actions or interpretations of any provision of the Plan made by the Plan Administrator or the Committee shall be made in their respective sole discretion, need not be uniformly applied to similarly situated individuals and shall be final, binding and conclusive on all persons interested in the Plan.
- 11.2 NONASSIGNABILITY. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder. All payments and the rights to all payments are expressly declared to be nonassignable and nontransferable. No part of the amounts payable hereunder shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments or decrees, or transferred by operation of law in the event of a Participant's or any Beneficiary's bankruptcy or insolvency. No part of any Participant's Account may be assigned or paid to such Participant's spouse in the event of divorce pursuant to a domestic relations order.
- 11.3 NOT A CONTRACT OF EMPLOYMENT. The terms and conditions of this Plan shall not be deemed to constitute a contract of employment between the Company and any Participant, and the Participants (or their Beneficiaries) shall have no rights against the Company except as may otherwise be specifically provided herein. Moreover, nothing in this Plan shall be deemed to give any Participant the right to be retained in the employment of the Company or to interfere with the right of the Company to discipline or discharge such Participant at any time for any

- 11.4 TERMS. Wherever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or in the singular, as the case may be, in all cases where they would so apply.
- 11.5 CAPTIONS. The captions of the articles and sections of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
- 11.6 GOVERNING LAW. The provisions of this Plan shall be construed and interpreted according to the laws of the State of Minnesota.
- 11.7 VALIDITY. In case any provision of this Plan shall be ruled or declared invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.
- 11.8 CLAIMS PROCEDURE. Any Participant or Beneficiary who disagrees with any decision regarding his or her benefits under this Plan shall submit a written request for review to the Plan Administrator. The Plan Administrator shall respond in writing to such a request within 60 days of his or her receipt of the request. The Plan Administrator may, however, extend the reply period for an additional 60 days for reasonable cause. The Plan Administrator's response shall be written in a manner calculated to be understood by the Participant or Beneficiary, and shall set forth:
- (a) the specific reason or reasons for any denial of benefits;
  - (b) specific references to the provision or provisions of this Plan on which the denial is based;
  - (c) a description of any additional information or material necessary for the Participant or Beneficiary to improve his or her claim, and an explanation of which such information or material is necessary; and
  - (d) an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the Participant or Beneficiary wishes to appeal the Plan Administrator's decision.

If the Participant or Beneficiary disagrees with the decision of the Plan Administrator, he or she shall file a written appeal with the Committee within 120 days after receiving the Plan Administrator's response. The Committee shall respond in writing to such an appeal within 90 days of its receipt of the appeal. The Committee may, however, extend the reply period for an additional 90 days for reasonable cause. The Committee's response shall be written in a manner

calculated to be understood by the Participant or Beneficiary, and shall both set forth the specific reasons for its decision and refer to the specific provision or provisions of the Plan on which its decision is based.

- 11.9 SUCCESSORS. The provisions of this Plan shall bind and inure to the benefit of the Company and its successors and assigns. The term successors as used herein shall include any corporation or other business entity which shall, whether by merger, consolidation, purchase or otherwise, acquire substantially all of the business and assets of the Company, and successors of any such corporation or other business entity.
- 11.10 INCOMPETENT. In the event that it shall be found upon evidence satisfactory to the Plan Administrator that any Participant or Beneficiary to whom a benefit is payable under this Plan is unable to care for his or her own affairs because of illness or accident, any payment due (unless prior claim therefore shall have been made by a duly authorized guardian or other legal representative) may be paid, upon appropriate indemnification of the Plan, to the spouse or other person deemed by the Plan Administrator to have accepted responsibility for such Participant or Beneficiary. Any such payment made pursuant to this Section 11.10 shall be in complete discharge of any liability therefore under this Plan.

11.11 INDEMNIFICATION. To the extent permitted by law, the Company shall indemnify the Plan Administrator and the members of the Committee against any and all claims, losses, damages, expenses and liability arising from their responsibilities or the performance of their duties in connection with the Plan which is not covered by insurance paid for by the Company, unless the same is determined to be due to gross negligence or intentional misconduct.

ARTICLE 12  
CHANGE IN CONTROL

12.1 DEFINITIONS. For purposes of this Article 12, the following words and phrases shall have the meanings indicated below, unless the context clearly indicates otherwise:

- (a) "Person" shall have the meaning associated with that term as it is used in sections 13(d) and 14(d) of the Act.
- (b) "Affiliates and Associates" shall have the meanings assigned to such terms in Rule 12b-2 promulgated under section 12 of the Act.
- (c) "Act" means the Securities Exchange Act of 1934.

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- (d) "Continuing Directors" shall have the meaning assigned to such term in Article Thirteenth of 3M's Restated Certificate of Incorporation.
- (e) "Code" means the Internal Revenue Code of 1986, as amended.
- (f) "3M" means Minnesota Mining and Manufacturing Company, a Delaware corporation.

12.2 TERMINATION UPON CHANGE IN CONTROL. This Plan shall terminate and the Plan shall immediately distribute in cash to the respective Participants the amounts credited to all Accounts upon the occurrence of a Change in Control of 3M.

12.3 DEFINITION OF CHANGE IN CONTROL. For purposes of this Article 12, a Change in Control of 3M shall be deemed to have occurred if:

- (a) any Person (together with its Affiliates and Associates), other than a trustee or other fiduciary holding securities under an employee benefit plan of 3M, is or becomes the "beneficial owner" (as that term is defined in Rule 13d-3 promulgated under the Act), directly or indirectly, of securities of 3M representing thirty percent (30%) or more of the combined voting power of 3M's then outstanding securities, unless a majority of the Continuing Directors of 3M's Board of Directors prior to that time have determined in their sole discretion that, for purposes of the Plan, a Change in Control of 3M has not occurred; or
- (b) the Continuing Directors of 3M's Board of Directors shall at any time fail to constitute a majority of the members of such Board of Directors.

12.4 GROSS UP FOR EXCISE TAX. In the event that the payments made pursuant to this Article 12 are finally determined to be subject to the excise tax imposed by section 4999 of the Code, the Company shall pay to each Participant an additional amount such that the net amount retained by such Participant, after allowing for the amount of such excise tax and any additional federal, state and local income taxes paid on the additional amount, shall be equal to the Account balance distributed to such Participant pursuant to this Article 12.

12.5 REIMBURSEMENT OF FEES AND EXPENSES. The Company shall pay to each Participant the amount of all reasonable legal and accounting fees and expenses incurred by such Participant in seeking to obtain or enforce his or her rights under this Article 12 or in connection with any income tax audit or proceeding to the extent attributable to the application of section 4999 of the Code to the payments made pursuant to this Article 12, unless a lawsuit commenced by the Participant for such purposes is dismissed by the court as being spurious or

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frivolous. The Company shall also pay to each Participant the amount of all reasonable tax and financial planning fees and expenses incurred by such Participant in connection with such Participant's receipt of payments pursuant to this Article 12.

November 13, 2001

Minnesota Mining and  
Manufacturing Company  
3M Center  
St. Paul, MN 55144

Ladies and Gentlemen:

This will refer to the Registration Statement on Form S-8 (the "Registration Statement") that is being filed by Minnesota Mining and Manufacturing Company (the "Company") with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), with respect to the unsecured obligations of the Company under the Company's VIP Plus (the "Plan") to pay in the future the value of the deferred compensation accounts, as defined in the Plan, adjusted to reflect the performance, whether positive or negative, of the selected measurement investment options during the deferral period, in accordance with the terms of the Plan (the "Obligations").

As Assistant General Counsel of the Company, I am familiar with the Certificate of Incorporation and the By-Laws of the Company and with its affairs, including the actions taken by the Company in connection with the Plan. I also have examined such other documents and instruments and have made such further investigation as I have deemed necessary or appropriate in connection with this opinion.

In my examination, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies and the authenticity of the originals of such copies. I have also assumed that: (i) all of the Obligations will be issued for the consideration permitted under the Plan as currently in effect; and (ii) all actions required to be taken under the Plan by the Board of Directors of the Company have been or will be taken by the Board of Directors of the Company, respectively.

Based upon the foregoing, I am of the opinion that:

1. The Company is duly incorporated and validly existing as a corporation under the laws of the State of Delaware.
2. All necessary corporate proceedings have been taken to authorize the issuance of the Obligations being registered under the Registration Statement.
3. When issued in accordance with the provisions of the Plan, the Obligations will be valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or

other laws of general applicability relating to or affecting enforcement of creditors' rights or by general equity principles.

This opinion is limited to the Federal laws of the United States and the laws of the State of Minnesota and, with respect to paragraph 1 above, the General Corporate Laws of the State of Delaware (including the statutory provisions and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the General Corporate Laws of the State of Delaware) and I am expressing no opinions as to the effect of the laws of any other jurisdiction. No one other than those to whom this letter is addressed are permitted to rely on or distribute this opinion without my prior written consent.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and further consent to the use of my name wherever appearing in the Registration Statement and any amendment thereto. In giving this consent, I do not admit that I am within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very truly yours,

/s/ Gregg M. Larson, Esq.

Gregg M. Larson.  
Assistant General Counsel





November 13, 2001

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, DC 20549

Commissioners:

We are aware that our reports dated April 23, 2001, July 23, 2001, and October 26, 2001, on our reviews of interim unaudited consolidated financial information of Minnesota Mining and Manufacturing Company and Subsidiaries (the Company) for the periods ended March 31, 2001 and 2000, June 30, 2001 and 2000 and September 30, 2001 and 2000, and included in the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2001, June 30, 2001 and September 30, 2001, are incorporated by reference in the Company's registration statement on Form S-8 to register \$10,000,000 of Deferred Compensation Obligations under the Company's VIP (Voluntary Investment Plan) Plus.

/s/ PRICEWATERHOUSECOOPERS LLP

PRICEWATERHOUSECOOPERS LLP  
Minneapolis, Minnesota

CONSENT OF INDEPENDENT AUDITORS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 (Voluntary Investment Plan Plus) of our report dated February 16, 2001 relating to the financial statements, which appears in the Minnesota Mining and Manufacturing Company Annual Report on Form 10-K for the year ended December 31, 2000.

/s/ PRICEWATERHOUSECOOPERS LLP

PRICEWATERHOUSECOOPERS LLP  
Minneapolis, Minnesota  
November 13, 2001

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned, being a director or officer of Minnesota Mining and Manufacturing Company, a Delaware corporation, hereby constitutes and appoints W. James McNerney, Jr., Robert J. Burgstahler, John J. Ursu, Roger P. Smith, Janet L. Yeomans and Gregg M. Larson, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead in any and all capacities, to sign one or more Registration Statements under the Securities Act of 1933, as amended, on Form S-8 or such other form as such attorneys-in-fact, or any of them, may deem necessary or desirable, any amendments thereto, and all post-effective amendments and supplements to such registration statement, for the registration of securities in connection with the 3M Voluntary Investment Plan Plus, in such forms as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done to the end that such Registration Statement or Registration Statements shall comply with the Securities Act of 1933, as amended, and the applicable Rules and Regulations adopted or issued pursuant thereto, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitute or resubstitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have subscribed these presents this 12th day of November 2001.

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W. James McNerney, Jr., Chairman  
of the Board and Chief Executive  
Officer (Principal Executive  
Officer and Director)

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Robert J. Burgstahler, Vice President,  
Finance (Principal Executive Officer

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Ronald G. Nelson, Vice President and  
Controller

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Ronald O. Baukol, Director

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Rozanne L. Ridgway, Director

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Edward A. Brennan, Director

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Kevin W. Sharer, Director

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Edward M. Liddy, Director

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Frank Shrontz, Director

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Aulana L. Peters, Director