

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

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

3M 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) 733-2204

(Address, including zip code, and telephone number, including area code,
of Registrant's principal executive offices)

2002 MANAGEMENT STOCK OWNERSHIP PROGRAM OF
3M COMPANY
(Full title of the plan)

Gregg M. Larson,
Assistant General Counsel and Secretary
3M Company
3M Center

St. Paul, Minnesota 55144
Telephone: (651) 733-2204

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price/Share(2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
<S> Common Stock, \$.01 par value/share	<C> 15,000,000 shares	<C> \$125.57	<C> \$1,883,550,000	<C> \$173,286.60

</TABLE>

(1) Pursuant to Rule 416(a), also covers additional securities that may be
offered as a result of stock splits, stock dividends or similar transactions.

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

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:

COMMISSION FILINGS (FILE NO. 1-3285)	DATE/PERIOD
Description of Registrant's common stock contained in Registration Statement Form S-3	Dated July 31, 2000, as amended on August 18, 2000

Annual Report on Form 10-K

Year ended December 31, 2001

Quarterly Reports on Form 10-Q

Quarters ended March 31, 2002, June 30, 2002 and September 30, 2002

Current Reports on Form 8-K

March 5, 2002, April 9, 2002, November 15, 2002 and December 9, 2002

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.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Gregg M. Larson, Assistant General Counsel of the Registrant, is issuing the legal opinion regarding the legality of the common stock offered hereby. Mr. Larson beneficially owns, or has options to acquire, shares of common stock, which represents less than 1% of the total outstanding shares of common stock.

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;

(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 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 December 10, 2002.

3M COMPANY

By /s/ Gregg M. Larson

Name: Gregg M. Larson

Title: Assistant General Counsel and 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 -----
/s/ W. James McNerney, Jr. ----- W. James McNerney, Jr.	Chairman of the Board, Chief Executive Officer and Director
/s/ Patrick D. Campbell ----- Patrick D. Campbell	Senior Vice President, Chief Financial Officer (Principal Financial Officer)
/s/ Ronald G. Nelson ----- Ronald G. Nelson	Vice President and Controller
/s/ Linda G. Alvarado ----- Linda G. Alvarado	Director
/s/ Edward A. Brennan ----- Edward A. Brennan	Director
/s/ Edward M. Liddy ----- Edward M. Liddy	Director
/s/ Aulana L. Peters ----- Aulana L. Peters	Director
/s/ Rozanne L. Ridgway ----- Rozanne L. Ridgway	Director
/s/ Kevin W. Sharer ----- Kevin W. Sharer	Director
/s/ Louis W. Sullivan ----- Louis W. Sullivan	Director

* By: /s/ Gregg M. Larson

Gregg M. Larson
Attorney-in-fact
Date: December 10, 2002

INDEX TO EXHIBITS

Exhibit Number	Description
4.1	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)
4.2	Bylaws 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 December 9, 2002)
4.3	2002 Management Stock Ownership Program
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

3M 2002 MANAGEMENT STOCK OWNERSHIP PROGRAM

SECTION 1 PURPOSE

The purpose of this plan is to help the Company attract and retain outstanding employees, and to promote the growth and success of the Company's business by aligning the financial interests of these employees with the other stockholders of the Company. It has been the policy of the Company to encourage employee participation as stockholders and the Company believes that employee stock ownership has been an important factor contributing to the Company's growth and progress.

SECTION 2 DEFINITIONS

(a) "AWARD" shall mean an Incentive Stock Option, Nonqualified Stock Option, Progressive Stock Option, Stock Appreciation Right, Restricted Stock or other Stock Award granted to a Participant pursuant to this 2002 Program, subject to the terms, conditions, and restrictions of this 2002 Program and to such other terms, conditions, and restrictions as may be established by the Committee.

(b) "BOARD OF DIRECTORS" shall mean the Board of Directors of Minnesota Mining and Manufacturing Company.

(c) "CODE" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

(d) "COMMITTEE" shall mean the Compensation Committee established by the Board of Directors acting without the participation of any member who may have received a grant or award under the 2002 Program or any other similar plan or program of the Company (except those limited to participation by directors) during the previous one year period, or such other committee of disinterested administrators established by the Board of Directors to comply with Rule 16b-3 promulgated by the Securities and Exchange Commission, as amended from time to time.

(e) "COMMON STOCK" shall mean the common stock, with a par value of \$0.01 per share, of Minnesota Mining and Manufacturing Company.

(f) "COMPANY" shall mean Minnesota Mining and Manufacturing Company and such subsidiaries or affiliates as may be designated by the Board of Directors from time to time.

(g) "CONDITIONS" shall mean the condition that the Restricted Period stipulated by the Committee at the time of grants of Restricted Stock shall have expired or terminated and that any other conditions prescribed by the Committee regarding a Participant's continued employment by the Company or the Company's performance

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during the Restricted Period shall have been satisfied, or any other conditions stipulated by the Committee with respect to Stock Awards.

(h) "DISQUALIFYING TERMINATION" shall mean a termination of a Participant's employment with the Company (i) due to a violation of any Company policy, including, without limitation, any policy contained in the Company's Business Conduct Manual, (ii) due to embezzlement from or theft of property belonging to the Company, or (iii) while the Participant is assigned an "Unsatisfactory" level of contribution or similar performance rating.

(i) "DIVIDEND EQUIVALENTS" shall mean that sum of cash or Common Stock of equivalent value equal to the amount of cash or stock dividends paid upon Common Stock subject to any Awards under the 2002 Program, prior to such time as the Participant otherwise becomes entitled thereto as a holder of record.

(j) "FAIR MARKET VALUE" shall mean the average of the high and low prices for a share of Common Stock as reported on the New York Stock Exchange Composite Transactions, rounded upwards to the nearest \$0.05.

(k) "GRANT DATE" shall mean the effective date of an Award granted to a Participant under the 2002 Program.

(l) "INCENTIVE STOCK OPTION" shall mean an Option granted to a Participant under the 2002 Program which satisfies the requirements of section 422 of the Code and is so designated in the written or electronic documents evidencing such Option.

(m) "NONQUALIFIED STOCK OPTION" shall mean an Option granted to a Participant under the 2002 Program which is not an Incentive Stock Option.

(n) "OPTION" shall mean a Participant's right to purchase the number of shares of Common Stock designated in the Agreement, subject to the terms and conditions of the 2002 Program, and the term shall include both Incentive Stock Options and Nonqualified Options.

(o) "PARTICIPANT" shall mean any employee of the Company who is designated as a Participant by the Committee.

(p) "2002 PROGRAM" shall mean the Company's 2002 Management Stock Ownership Program.

(q) "PROGRESSIVE STOCK OPTION" shall mean an Option granted to a Participant under the 2002 Program upon the exercise of a Nonqualified Stock Option granted under this 2002 Program or its predecessors where such Participant makes payment for all or part of the purchase price and withholding taxes in shares of Common Stock.

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(r) "RESTRICTED PERIOD" shall mean that period of time determined by the Committee during which a Participant shall not be permitted to sell or transfer shares of Restricted Stock granted under the 2002 Program.

(s) "RESTRICTED STOCK" shall mean that Common Stock granted to a Participant subject to the Conditions established by the Committee.

(t) "RETIRES" OR "RETIREMENT" shall mean the termination of a Participant's employment with the Company after meeting the requirements for retirement under any retirement plan of the Company (including, in the United States, the Employee Retirement Income Plan of Minnesota Mining and Manufacturing Company).

(u) "STOCK APPRECIATION RIGHT" shall mean a Participant's right to receive an amount of cash or shares of Common Stock equal to the excess of the Fair Market Value of a specified number of shares of Common Stock on the date the right is exercised over the Fair Market Value of such number of shares of Common Stock on the Grant Date.

(v) "STOCK AWARD" shall mean any award of Common Stock under the Program and may include Restricted Stock awards or other awards of Common Stock as determined appropriate by the Committee.

SECTION 3 SHARES AVAILABLE FOR AWARDS

The number of shares of Common Stock that may be issued or delivered as a result of Options, Restricted Stock or other Stock Awards granted during the term of the 2002 Program, or made subject to Stock Appreciation Rights granted during the term of the 2002 Program, is 22,700,000. Of this total, no more than 2,270,000 shares may be granted as Restricted Stock and Other Stock Awards. The necessary shares shall be made available at the discretion of the Board of Directors from authorized but unissued shares, treasury shares, or shares reacquired by the Company under corporate repurchase programs. For the purpose of determining the number of shares issued or delivered under the 2002 Program, no shares shall be deemed issued or delivered in connection with an Option granted hereunder unless and until such Option is exercised and shares delivered to the Participant. The payment of stock dividends and dividend equivalents settled in Common Stock in conjunction with outstanding Awards shall not be counted against the shares available for issuance. Shares of Common Stock tendered to or withheld by the Company in connection with the exercise of options, or the payment of tax withholding on any award, granted under this 2002 Program or its predecessors shall be returned to the shares available for future Awards under the 2002 Program.

SECTION 4 ADMINISTRATION

The 2002 Program shall be administered by the Committee, which shall have full power and authority to select the Participants, interpret the Program, continue, accelerate, or suspend the exercisability or vesting of an Award, and adopt such rules and procedures for operating the Program as it may deem necessary or appropriate. Its power and

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authority shall include, but not be limited to, making any amendments to or modifications of the 2002 Program which may be required or necessary to make such Program comply with the provisions of any laws or regulations of any

country or unit thereof in which the Company operates.

SECTION 5 DELEGATION OF AUTHORITY

To the extent permitted by Delaware law, the Committee may delegate to officers of the Company any or all of its duties, power, and authority under the 2002 Program subject to such conditions or limitations as the Committee may establish; provided, however, that no officer shall have or obtain the authority to grant Awards to (i) himself or herself, or (ii) any person subject to section 16 of the Securities Exchange Act of 1934.

SECTION 6 TERMS OF AWARDS

The Committee shall determine the type or types of Awards to be granted to each Participant, which shall be evidenced by such written or electronic documents as the Committee shall authorize. No Participant shall be granted Awards under the 2002 Program with respect to more than 2,000,000 shares of Common Stock. The following types of Awards may be granted under this 2002 Program:

(a) Incentive Stock Options - Incentive Stock Options granted hereunder shall have a purchase price equal to one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date. Incentive Stock Options granted hereunder shall become exercisable at such time as shall be established by the Committee and reflected in the documents evidencing such Options, and unless sooner terminated shall expire on the tenth anniversary of the Grant Date.

(b) Nonqualified Stock Options - Nonqualified Stock Options granted hereunder shall have a purchase price equal to no less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date. Nonqualified Stock Options granted hereunder shall become exercisable and shall expire at such time or times as shall be established by the Committee and reflected in the documents evidencing such Options; provided, however, that no Nonqualified Stock Option shall expire later than ten years after the Grant Date (except that the Committee may extend the exercise period for Nonqualified Stock Options granted to Participants in any country or countries for an additional period of up to one year if and to the extent necessary to prevent adverse tax consequences to such participants under the laws of such country).

(c) Progressive Stock Options - Whenever a Participant exercises a Nonqualified Stock Option granted under this 2002 Program or its predecessors and makes payment of all or part of the purchase price and withholding taxes, if any, in Common Stock, the Committee may in its discretion grant such Participant a Progressive Stock Option. The number of shares subject to such Progressive Stock Option shall be equal to the number of shares of Common Stock utilized by the Participant to effect payment of the purchase price and withholding taxes, if any, for such Nonqualified Stock

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Option. Each Progressive Stock Option granted hereunder shall have a purchase price equal to one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of exercise of the Nonqualified Stock Option, which shall be the Grant Date of such Progressive Stock Option. Each Progressive Stock Option granted hereunder shall be exercisable six months after the Grant Date, and shall expire at the same time the Nonqualified Option exercised by the Participant would have expired.

(d) Stock Appreciation Rights - The term of a Stock Appreciation Right shall be fixed by the Committee and set forth in the documents evidencing such right, but no Stock Appreciation Right shall be exercisable more than ten years after the Grant Date. Each Stock Appreciation Right shall become exercisable at the time or times determined by the Committee and set forth in the documents evidencing such right.

(e) Restricted Stock - At the time a grant of Restricted Stock is made, the Committee, in its sole discretion, shall establish a Restricted Period and such additional Conditions as may be deemed appropriate for the incremental lapse or complete lapse of restrictions with respect to all or any portion of the shares of Common Stock represented by the Restricted Stock. The Committee may also, in its sole discretion, shorten or terminate the Restricted Period or waive any Conditions with respect to all or any portion of the shares of Common Stock represented by the Restricted Stock. A stock certificate for the number of shares of Common Stock represented by the Restricted Stock shall be registered in the Participant's name but shall be held in custody by the Company for the Participant's account. The Participant shall generally have the rights and privileges of a stockholder as to such Restricted Stock, including the right to vote such Restricted Stock, except that the following restrictions shall apply: (i) the Participant shall not be entitled to delivery of the certificate until the expiration or termination of the Restricted Period and the satisfaction of

any other Conditions prescribed by the Committee, if any; (ii) none of the Restricted Stock may be sold, transferred, assigned, pledged, or otherwise encumbered or disposed of during the Restricted Period and until the satisfaction of other Conditions prescribed by the Committee, if any; and (iii) all of the Restricted Stock shall be forfeited and all rights of the Participant shall terminate without further obligation on the part of the Company unless the Participant shall have remained a regular full-time employee of the Company or any of its subsidiaries or affiliates until the expiration or termination of the Restricted Period and the satisfaction of the other Conditions prescribed by the Committee, if any. During the Restricted Period, at the sole discretion of the Committee, Dividend Equivalents may be either currently paid or withheld by the Company for the Participant's account, and interest may be paid on the amount of cash dividends withheld at a rate and under such terms as determined by the Committee. Cash or stock dividends so withheld by the Committee shall not be subject to forfeiture. Upon the forfeiture of any Restricted Stock, such shares of Common Stock represented by the Restricted Stock shall be transferred to the Company without further action by the Participant.

(f) Other Stock Awards - The Committee may, in its sole discretion, grant Stock Awards other than Restricted Stock grants, and such Stock Awards may be granted singly, in combination or in tandem with, in replacement of, or as alternatives to grants or

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rights under this Program or any other employee benefit or compensation plan of the Company, including the plan of any acquired entity. If the Committee shall stipulate Conditions with respect to such Stock Awards, the Conditions will be set forth in documents evidencing the grant. If Conditions with respect to such Stock Awards shall require the surrender or forfeiture of other grants or rights under this Program or any other employee benefit or compensation plan of the Company, then the Participant shall not have any rights under such Stock Awards until the grants or rights exchanged have been fully and effectively surrendered or forfeited.

SECTION 7 SETTLEMENT OF AWARDS

(a) Payment of Awards may be in the form of cash, Common Stock, or combinations thereof as the Committee shall determine, and with such other restrictions as it may impose. The Committee may also require or permit Participants to elect to defer the issuance of shares or the settlement of Awards in cash under such rules and procedures as it may establish under the 2002 Program. It may also provide that deferred settlements include the payment or crediting of interest on the deferral amounts denominated in cash or the payment or crediting of Dividend Equivalents on deferred settlements denominated in shares.

(b) No shares of Common Stock shall be issued to any Participant upon the exercise of an Option until full payment of the purchase price has been made to the Company and the Participant has remitted to the Company the required federal and state withholding taxes, if any. A Participant shall obtain no rights as a stockholder until certificates for such stock are issued to the Participant. Payment of the purchase price or applicable withholding taxes, if any, may be made in whole, or in part, in shares of Common Stock, pursuant to such terms and conditions as may be established from time to time by the Committee. If payment is made in shares of Common Stock, such stock shall be valued at one hundred percent (100%) of their Fair Market Value on the day the Participant exercised his or her Option or, as regards a withholding tax, such other date when the tax withholding obligation becomes due. A Participant need not surrender shares of Common Stock as payment; and the Company may, upon the giving of satisfactory evidence of ownership of said Common Stock by Participant, deliver the appropriate number of additional shares of Common Stock reduced by the number of shares required to pay the purchase price and any applicable withholding taxes. Such form of evidence shall be determined by the Committee.

SECTION 8 DELIVERY OF STOCK CERTIFICATES

(a) Within sixty (60) days after completion of the exercise of an Option or Stock Appreciation Right, or the complete satisfaction of Conditions applicable to a Stock Award, the Company will have delivered to the Participant certificates representing all shares of Common Stock purchased or received thereunder. The Company shall not, however, be required to issue or deliver any certificates for its Common Stock prior to the admission of such stock to listing on any stock exchange on which stock may at that time be listed or required to be listed, or prior to registration under the Securities Act of 1933.

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The Participant shall have no interest in Common Stock until certificates for such stock are issued or transferred to the Participant and the Participant becomes the holder of record.

(b) Upon the expiration or termination of the Restricted Period and the satisfaction of other Conditions prescribed by the Committee, if any, the restrictions applicable to a grant of Restricted Stock shall lapse and a stock certificate for the number of shares of Common Stock represented by the Restricted Stock shall be delivered to the Participant or the Participant's beneficiary, representative, or estate, as the case may be, free of all restrictions, except any that may be imposed by law. Unless otherwise instructed by a Participant by an irrevocable written instruction received by the Company, at least six months prior to the date that applicable restrictions lapse, the Company shall automatically withhold as payment the number of shares of Common Stock, determined by the Fair Market Value at the date of the lapse, required to pay withholding taxes, if any.

(c) In no event will the Company be required to deliver any fractional share of Common Stock in connection with any Award. In the event that a Participant shall be entitled to receive a fraction of a share of Common Stock in connection with an Award granted under this 2002 Program, the Company shall pay in cash, in lieu thereof, the Fair Market Value of such fractional share.

SECTION 9 TAX WITHHOLDING

Prior to the payment or settlement of any Award, the Participant must pay, or make arrangements satisfactory to the Company for the payment of, any and all tax withholding that in the opinion of the Company is required by law. The Company shall have the right to deduct applicable taxes from any Award payment, to withhold from the shares of Common Stock being issued or delivered in connection with an Award an appropriate number of shares for the payment of taxes required by law, or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the withholding of such taxes.

SECTION 10 TRANSFERABILITY

Except as permitted in this Section 10, no Award granted under this 2002 Program may be assigned, transferred (other than a transfer by will or the laws of descent and distribution as provided in Section 11), pledged, or hypothecated (whether by operation of law or otherwise). Awards granted under this 2002 Program shall not be subject to execution, attachment, or similar process. The Committee may, in its sole discretion, permit individual Participants to transfer the ownership of all or any of their Nonqualified Options granted under this 2002 Program to (i) the spouse, children or grandchildren of such Participant ("Immediate Family Members"), (ii) a trust or trusts for the exclusive benefit of such Immediate Family Members, or (iii) a partnership in which such Immediate Family Members are the only partners, provided that (x) there may be no consideration for any such transfer, and (y) subsequent transfers of transferred

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Nonqualified Options shall be prohibited except those in accordance with Section 11 (by will or the laws of descent and distribution). The Committee may, in its sole discretion, create further conditions and requirements for the transfer of Nonqualified Options. Following transfer, any such Nonqualified Options shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that for purposes of Sections 7, 8, and 14 hereof the term "Participant" shall be deemed to refer to the transferee. The events causing termination of Awards in accordance with Section 11 hereof shall continue to be applied with respect to the original Participant, following which the Nonqualified Options shall be exercisable by the transferee only to the extent, and for the periods specified in Section 11.

SECTION 11 TERMINATION OF AWARDS

(a) If a Participant's employment with the Company is terminated for any reason other than (i) a Disqualifying Termination, (ii) Retirement, (iii) a physical or mental disability as recognized under a benefit plan maintained by the Company, or (iv) death, and prior to the date of termination the Participant has not fully exercised an Option or Stock Appreciation Right granted under this 2002 Program, such Participant may exercise the Option or Stock Appreciation Right within ninety (90) days following the date of termination (but not beyond the expiration date of such Option or Right) for the number of shares which the Participant could have purchased or received a payment on the date of termination. At the conclusion of such ninety-day period (with respect to the Participant's Options and Stock Appreciation Rights, and at the time of termination with respect to any other Awards), participation hereunder shall

cease and all of the Participant's Awards granted under this 2002 Program shall be automatically forfeited unless the documents evidencing such Options or Stock Appreciation Rights provide otherwise.

(b) If a Participant Retires or changes employment status as a result of a physical or mental disability as recognized under a benefit plan maintained by the Company, without having fully exercised an Option or Stock Appreciation Right, the Participant shall be entitled, within the remaining term of the Option or Stock Appreciation Right (but not beyond the expiration date of such Option or Right), to exercise such Option or Stock Appreciation Right (including any portion thereof not already exercisable at the time of such Retirement or change in employment status). If a Participant who has thus Retired dies, without having fully exercised an Option or Stock Appreciation Right, the Option or Stock Appreciation Right (including any portion thereof not already exercisable at the time of the Participant's death) may be exercised within two years after the date of his or her death (but not beyond the expiration date of such Option or Right) by the Participant's estate or by a person who acquired the right to exercise such Option or Stock Appreciation Right by bequest or inheritance or by reason of the death of the Participant.

(c) If a Participant, prior to Retirement, dies without having fully exercised an Option or Stock Appreciation Right, the Option or Stock Appreciation Right (including any portion thereof not already exercisable at the time of the Participant's death) may be

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exercised within two years following his or her death (but not beyond the expiration date of such Option or Right) by the Participant's estate or by a person who acquired the right to exercise such Option or Stock Appreciation Right by bequest or inheritance or by reason of the death of the Participant.

(d) Notwithstanding paragraph (a) of this section, if a Participant's employment with the Company is terminated before he or she has fully exercised an Option or Stock Appreciation Right under circumstances which the Committee believes to warrant special consideration and the Committee has determined that the Participant's rights should not be forfeited at the time or times specified in paragraph (a), the Option or Stock Appreciation Right (including any portion thereof not already exercisable at the time of termination) may be exercised within two years following his or her termination of employment (but not beyond the expiration date of such Option or Right).

(e) If a Participant dies, either prior to or following Retirement, or becomes totally disabled because of a physical or mental disability, and has not yet received the stock certificate for the shares of Common Stock represented by a grant of Restricted Stock or other Stock Award, then all restrictions imposed during the Restricted Period and any other Conditions prescribed by the Committee, if any, shall automatically lapse and a stock certificate shall be delivered to the Participant or the Participant's beneficiary, representative, or estate, as the case may be.

(f) If a Participant's employment with the Company is terminated due to a Disqualifying Termination, participation hereunder shall cease and all of the Participant's Awards granted under this 2002 Program shall be automatically forfeited.

SECTION 12 ADJUSTMENTS

In the event of any change in the outstanding Common Stock of the Company by reason of a stock split, stock dividend, combination or reclassification of shares, recapitalization, merger or similar event, the Committee shall adjust proportionately: (a) the number of shares of Common Stock (i) available for issuance or delivery under the 2002 Program in accordance with Section 3, (ii) for which Awards may be granted to a single Participant in accordance with Section 6, and (iii) subject to outstanding Awards granted under the 2002 Program; (b) the purchase prices of outstanding Awards; and (c) the appropriate Fair Market Value and other price determinations for such Awards. In the event of any other change affecting the Common Stock or any distribution (other than normal cash dividends) to holders of Common Stock, such adjustments in the number or kind of shares and the purchase prices, Fair Market Value and other price determinations of the affected Awards as the Committee shall, in its sole discretion, determine are equitable, shall be made and shall be effective and binding for all purposes of such outstanding Awards. In the event of a corporate merger, consolidation, acquisition of assets or stock, separation, reorganization or liquidation, the Committee shall be authorized to cause the Company to issue or assume stock options, whether or not in a transaction to which section 424(a) of the Code applies, by means of substitution of new stock options for previously issued

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stock options or an assumption of previously issued stock options. In such event, the aggregate number of shares of Common Stock available for issuance or delivery under the 2002 Program in accordance with Section 3 will be increased to reflect such substitution or assumption, and such shares substituted or assumed shall not be counted against the individual Participant maximum set forth in Section 6.

SECTION 13 TERM, AMENDMENT, AND TERMINATION OF THE 2002 PROGRAM

The 2002 Program shall become effective on the date it is approved by the requisite vote of the stockholders of Minnesota Mining and Manufacturing Company, and shall expire (unless it is terminated before then) on the third anniversary of such effective date. Such expiration shall not adversely affect Awards granted under the 2002 Program prior to such expiration date. The Board of Directors may at any time amend or terminate the 2002 Program, except that no amendment or termination shall adversely affect Awards granted under the 2002 Program prior to the effective date of such amendment or termination; provided, however, that no amendment shall be made without the prior approval of the holders of a majority of the issued and outstanding shares of Common Stock represented and entitled to vote on such amendment which would (i) increase the aggregate number of shares of Common Stock available for issuance or delivery under the 2002 Program in accordance with Section 3 (except for adjustments made in accordance with Section 12), or (ii) permit the granting of Awards with purchase prices lower than those specified in Section 6.

SECTION 14 CHANGE IN CONTROL

(a) For purposes of this Section 14, the following words and phrases shall have the meanings indicated below, unless the context clearly indicates otherwise:

(i) "Person" shall have the meaning associated with that term as it is used in Sections 13(d) and 14(d) of the Act.

(ii) "Affiliates and Associates" shall have the meanings assigned to such terms in Rule 12b-2 promulgated under Section 12 of the Act.

(iii) "Act" means the Securities Exchange Act of 1934.

(iv) "Continuing Directors" shall have the meaning assigned to such term in Article Thirteenth of the Certificate of Incorporation of Minnesota Mining and Manufacturing Company.

(b) Notwithstanding any other provision of this 2002 Program to the contrary, all outstanding Options and Stock Appreciation Rights shall (i) become immediately exercisable in full for the remainder of their respective terms upon the occurrence of a Change in Control of the Company, and (ii) remain exercisable in full for a minimum period of six months following the Change in Control; provided, however, that in no

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event shall any Option or Stock Appreciation Right be exercisable beyond the original expiration date.

(c) Similarly, all restrictions regarding the Restricted Period or the satisfaction of other Conditions prescribed by the Committee, if any, with respect to grants of Restricted Stock or other Stock Awards, shall automatically lapse, expire, and terminate and the Participant shall be immediately entitled to receive a stock certificate for the number of shares of Common Stock represented by the Restricted Stock or Stock Awards upon the occurrence of a Change in Control.

(d) For purposes of this Section 14, a Change in Control of the Company shall be deemed to have occurred if:

(i) any Person (together with its Affiliates and Associates), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, 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 the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding securities, unless a majority of the Continuing Directors of the Board of Directors prior to that time have determined in their sole discretion that, for purposes of this 2002 Program, a Change in Control of the Company has not occurred; or

(ii) the Continuing Directors of the Board of Directors shall at

any time fail to constitute a majority of the members of such Board of Directors.

(e) In the event that the provisions of this Section 14 result in "payments" that 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 sufficient to fully satisfy such excise tax and any additional federal, state, and local income taxes payable on the additional amount.

(f) 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 Section 14, 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 Section 14, unless a lawsuit commenced by the Participant for such purposes is dismissed by the court as being spurious or 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 Section 14.

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SECTION 15 MISCELLANEOUS

(a) Unless otherwise specifically determined by the Committee, settlements of Awards received by Participants under the 2002 Program shall not be deemed a part of any Participant's compensation for purposes of determining such Participant's payments or benefits under any Company benefit plan, severance program, or severance pay law of any country. Nothing in this 2002 Program shall prevent the Company from adopting other or additional compensation programs, plans, or arrangements as it deems appropriate or necessary.

(b) The 2002 Program shall be unfunded. The Company does not intend to create any trust or separate fund in connection with the 2002 Program. The Company shall not have any obligation to set aside funds or segregate assets to ensure the payment of any Award. The 2002 Program shall not establish any fiduciary relationship between the Company and any Participant or other person. To the extent any person holds any rights by virtue of an Award under the 2002 Program, such right (unless otherwise determined by the Committee) shall be no greater than the right of an unsecured general creditor of the Company.

(c) No person shall have any claim or right to be granted an Award under the 2002 Program, and the Participants shall have no rights against the Company except as may otherwise be specifically provided herein. Nothing in this 2002 Program shall be deemed to give any Participant the right to be retained in the employ of the Company, or to interfere with the right of the Company to discipline or discharge such Participant at any time for any reason whatsoever.

(d) The provisions of this 2002 Program and the documents evidencing Awards granted under this 2002 Program shall be construed and interpreted according to the laws of the State of Minnesota.

(e) In case any provision of this 2002 Program shall be ruled or declared invalid for any reason, said illegality or invalidity shall not affect the remaining provisions, and the remainder of the 2002 Program shall be construed and enforced as if such illegal or invalid provision had never been included herein.

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December 10, 2002

3M Company
3M Center
St. Paul, MN 55144

RE: Registration Statement on Form S-8 - 2002 Management Stock Ownership Program

Ladies and Gentlemen:

This will refer to the Registration Statement on Form S-8 (the "Registration Statement") that is being filed by 3M 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 proposed issuance of up to 15,000,000 shares of common stock, \$0.01 par value, of the Company (the "Common Stock"), pursuant to the 2002 Management Stock Ownership Program of the Company (the "Plan").

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.

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 Common Stock being registered under the Registration Statement.
3. When issued and sold in the manner referred to in the Plan, the Common Stock will be duly authorized, legally and validly issued, fully paid and nonassessable.

This opinion is limited to the Federal laws of the United States and the Delaware General Corporation Law (including the statutory provisions and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the Delaware General Corporation Law) 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 to the use of my name wherever appearing in the Registration Statement and any amendments 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

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

Commissioners:

We are aware that our reports dated April 22, 2002, July 22, 2002, and October 21, 2002, on our reviews of interim unaudited consolidated financial information of 3M Company and Subsidiaries (the "Company") for the three-month periods ended March 31, 2002 and 2001, the three- and six-month periods ended June 30, 2002 and 2001 and the three- and nine-month periods ended September 30, 2002 and 2001, and included in the Company's Form 10-Q for the quarters ended March 31, 2002, June 30, 2002 and September 30, 2002, respectively, are incorporated by reference in the Company's registration statement on Form S-8, for the registration of 15,000,000 shares of the Company's common stock under the 2002 Management Stock Ownership Program.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Minneapolis, Minnesota
December 9, 2002

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 11, 2002 relating to the financial statements, which appears in the 3M Company Annual Report on Form 10-K for the year ended December 31, 2001.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Minneapolis, Minnesota
December 9, 2002

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., Patrick D. Campbell, John J. Ursu, 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 1997 and 2002 Management Stock Ownership Program, 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 11th day of February 2002.

/s/ W. James McNerney, Jr.

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

/s/ Patrick D. Campbell

Patrick D. Campbell, Senior Vice
President and Chief Financial Officer
(Principal Financial Officer)

/s/ Linda G. Alvarado

Linda G. Alvarado, Director

/s/ Ronald G. Nelson

Ronald G. Nelson, Vice President and
Controller

/s/ Edward A. Brennan

Edward A. Brennan, Director

/s/ Rozanne L. Ridgway

Rozanne L. Ridgway, Director

/s/ Edward M. Liddy

Edward M. Liddy, Director

/s/ Kevin W. Sharer

Kevin W. Sharer, Director

/s/ Aulana L. Peters

Aulana L. Peters, Director

/s/ Louis W. Sullivan

Louis W. Sullivan, Director