

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **September 14, 2016**

**3M Company**

(Exact name of registrant as specified in its Charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-3285**  
(Commission File Number)

**41-0417775**  
(I.R.S. Employer  
Identification No.)

**3M Center, St. Paul, Minnesota**  
(Address of Principal Executive Offices)

**55144-1000**  
(Zip Code)

Registrant's telephone number, including area code: **(651) 733-1110**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 8.01. Other Events**

The exhibits filed herewith are exhibits to the Registration Statement on Form S-3 (file no. 333-196003) of 3M Company (the "Company"), filed with the Securities and Exchange Commission on May 16, 2014. On September 14, 2016, the Company entered into a Terms Agreement with Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as representatives of the several purchasers named therein, relating to the sale of \$600,000,000 aggregate principal amount of the Company's 1.625% Notes due 2021, \$650,000,000 aggregate principal amount of the Company's 2.250% Notes due 2026 and \$500,000,000 aggregate principal amount of the Company's 3.125% Notes due 2046, issued off of the Company's Medium-Term Note Program, Series F.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	Terms Agreement relating to the issuance and sale of the Company's 1.625% Notes due 2021, 2.250% Notes due 2026 and 3.125% Notes due 2046
5.1	Opinion of Gregg M. Larson relating to the Company's 1.625% Notes due 2021, 2.250% Notes due 2026 and 3.125% Notes due 2046
23.1	Consent of Gregg M. Larson (included in Exhibit 5.1 above)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly

authorized.

Date: September 19, 2016

**3M Company**

By: /s/ Gregg M. Larson  
Gregg M. Larson,  
*Deputy General Counsel and Secretary*

3M COMPANY  
 1.625% Notes due 2021  
 2.250% Notes due 2026  
 3.125% Notes due 2046

## TERMS AGREEMENT

September 14, 2016

Citigroup Global Markets Inc.  
 388 Greenwich Street  
 New York, New York 10013

Goldman, Sachs & Co.  
 200 West Street  
 New York, New York 10282

Merrill Lynch, Pierce, Fenner & Smith  
 Incorporated  
 One Bryant Park  
 New York, New York 10036

Morgan Stanley & Co. LLC  
 1585 Broadway  
 New York, New York 10036

As representatives of the several Purchasers  
 identified in Schedule I hereto

Dear Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Distribution Agreement, dated May 19, 2016 (the "Distribution Agreement"), between 3M Company (the "Company") on the one hand and the agents from time to time a party thereto (the "Agents") on the other relating to the issuance and sale by the Company from time to time of its medium-term notes, Series F (the "MTN Program"). The Company proposes to issue and sell to Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, and each of the other entities identified in Schedule I hereto (such other entities, the "Additional Agents" and, collectively with Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, the "Purchasers"), for whom Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as representatives, the securities specified in Schedule I hereto (the "Purchased Securities"). The Company hereby appoints each of the Additional Agents as an Agent under the MTN Program

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but only in respect of the Purchased Securities and each of the Additional Agents hereby accepts such appointment. For the purposes of the sale and offering of the Purchased Securities as contemplated hereby, each of the Additional Agents named herein agrees that it shall be bound by the obligations of Agents set forth in, and shall be entitled to the benefits of such Agents pursuant to, the provisions of the Distribution Agreement and each of the provisions of the Distribution Agreement (excluding, for the avoidance of doubt, the Administrative Procedure (as defined therein) and any provisions related to the solicitation by the Agents, as agents of the Company, of offers to purchase Securities) is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Nothing contained herein or in the Distribution Agreement shall make any party hereto an agent of the Company or make such party subject to the provisions therein relating to the solicitation of offers to purchase Securities from the Company, solely by virtue of its execution of this Terms Agreement. Each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement to the Purchasers, except that each representation and warranty in Section 1 of the Distribution Agreement which makes reference to the Prospectus shall be deemed to be a representation and warranty as of the date of the Distribution Agreement in relation to the Prospectus (as therein defined), and also a representation and a warranty as of the date of this Terms Agreement in relation to the Prospectus as amended and supplemented to relate to the Purchased Securities.

A supplement to the Prospectus relating to the Purchased Securities, in a form satisfactory to you will be filed with the Commission within the time period specified in Rule 424(b) under the Securities Act of 1933, as amended.

1. Subject to the terms and conditions set forth herein and in the Distribution Agreement incorporated herein by reference, the Company agrees to issue and sell to the Purchasers identified in Schedule I hereto, and such Purchasers severally agree to purchase from the Company the Purchased Securities, at the time and place, in the respective principal amounts and at the respective purchase prices set forth in Schedule I hereto.

2. If one or more of the Purchasers shall fail at the Time of Delivery to purchase the Purchased Securities (the "Defaulted Securities"), then the nondefaulting Purchasers shall have the right, within 24 hours thereafter, to make arrangements for one of them or one or more other Purchasers to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; provided, however, that if such arrangements shall not have been completed within such 24-hour period, then:

(a) if the aggregate principal amount of Defaulted Securities does not exceed 10% of the aggregate principal amount of Purchased Securities, the nondefaulting Purchasers shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective initial obligations under this Terms Agreement bear to the obligations of all nondefaulting Purchasers under this Terms Agreement; or

(b) if the aggregate principal amount of Defaulted Securities exceeds 10% of the aggregate principal amount of Purchased Securities, this Terms Agreement shall terminate without liability on the part of any nondefaulting Purchaser.

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not result in a termination of this Terms Agreement, either the nondefaulting Purchasers or the Company shall have the right to postpone the Time of Delivery for a period not exceeding seven days in order to effect any required changes in the Registration Statement or the Prospectus or in any other documents or arrangements.

3. The Purchasers shall be obligated, severally, to pay the fees and disbursements of their counsel in the same proportion as the aggregate principal amount of Purchased Securities set forth opposite their respective names in Schedule I hereto (it being understood that nothing in this provision shall impact the obligations of the Company pursuant to Sections 7 and 8 of the Distribution Agreement).

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If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you this letter and such acceptance hereof, including those provisions of the Distribution Agreement incorporated herein by reference, shall constitute a binding agreement between you and the Company.

3M Company

By: /s/ Nicholas C. Gangestad  
Name: Nicholas C. Gangestad  
Title: Senior Vice President and Chief Financial Officer

By: /s/ Matthew J. Ginter  
Name: Matthew J. Ginter  
Title: Treasurer, Vice President

*[Signature Page to Terms Agreement]*

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Accepted as of the date hereof:

Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner  
Name: Adam D. Bordner  
Title: Vice President

Goldman, Sachs & Co.

By: /s/ Adam Greene  
Name: Adam Greene  
Title: Vice President

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated

By: /s/ Happy Daily  
Name: Happy Daily  
Title: Managing Director

Morgan Stanley & Co. LLC

By: /s/ Yuriy Slyz  
Name: Yuriy Slyz  
Title: ED

On behalf of themselves and the other several Purchasers

*[Signature Page to Terms Agreement]*

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Schedule I

**1.625% NOTES DUE 2021**

TITLE OF PURCHASED SECURITIES:  
Medium-Term Notes, Series F, 1.625% Notes due 2021

AGGREGATE PRINCIPAL AMOUNT:  
\$600,000,000

PRICE TO PUBLIC: 99.947%

PURCHASE PRICE to be paid by the Purchasers:

99.697% of the principal amount of the Purchased Securities, plus accrued interest, if any, from September 19, 2016.

METHOD OF AND SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

By wire transfer to a bank account specified by the Company in immediately available funds.

INDENTURE:

Indenture, dated as of November 17, 2000, as supplemented by a First Supplemental Indenture dated as of July 29, 2011 and as it may be further supplemented from time to time, between the Company and The Bank of New York Mellon Trust Company, N.A., Trustee

APPLICABLE TIME: 4:25 p.m. September 14, 2016 Eastern Time

TIME OF DELIVERY: September 19, 2016

CLOSING LOCATION: Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019

MATURITY: September 19, 2021

INTEREST RATE:

1.625% per annum

INTEREST PAYMENT DATES:

Payable semiannually March 19 and September 19 of each year, commencing March 19, 2017

REGULAR RECORD DATE:

The 15<sup>th</sup> calendar day immediately preceding the applicable Interest Payment Date

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DAY COUNT CONVENTION:

30/360

DOCUMENTS TO BE DELIVERED:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the Closing:

- (1) The opinion or opinions of counsel to the Purchasers referred to in Section 4(h).
- (2) The opinion of counsel to the Company referred to in Section 4(i).
- (3) The accountants' letters referred to in Section 4(j), which shall be delivered on the date hereof with a bring-down comfort letter in form and substance satisfactory to the Purchasers to be delivered on the date of Closing.
- (4) The officers' certificate referred to in Section 4(k).

OTHER PROVISIONS (INCLUDING SYNDICATE PROVISIONS, IF APPLICABLE):

Optional Make-Whole Redemption and Redemption at Par Prior to Maturity as described in the Final Term Sheet attached to this Terms Agreement as Exhibit A

Schedule of Purchasers:

<b>Purchasers</b>	<b>Principal Amount of 1.625% Notes due 2021</b>
Citigroup Global Markets Inc.	147,000,000
Goldman, Sachs & Co.	147,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	147,000,000
Morgan Stanley & Co. LLC	147,000,000
Blaylock Beal Van, LLC	3,000,000
Guzman & Company	3,000,000
Mischler Financial Group, Inc.	3,000,000
Lebenthal & Co., LLC	3,000,000
<b>Total</b>	<b>\$ 600,000,000</b>

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**2.250% NOTES DUE 2026**

TITLE OF PURCHASED SECURITIES:

Medium-Term Notes, Series F, 2.250% Notes due 2026

AGGREGATE PRINCIPAL AMOUNT:

\$650,000,000

PRICE TO PUBLIC: 98.920%

PURCHASE PRICE to be paid by the Purchasers:

98.520% of the principal amount of the Purchased Securities, plus accrued interest, if any, from September 19, 2016.

METHOD OF AND SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

By wire transfer to a bank account specified by the Company in immediately available funds.

INDENTURE:

Indenture, dated as of November 17, 2000, as supplemented by a First Supplemental Indenture dated as of July 29, 2011 and as it may be further supplemented from time to time, between the Company and The Bank of New York Mellon Trust Company, N.A., Trustee

APPLICABLE TIME: 4:25 p.m. September 14, 2016 Eastern Time

TIME OF DELIVERY: September 19, 2016

CLOSING LOCATION: Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019

MATURITY: September 19, 2026

INTEREST RATE:

2.250% per annum

INTEREST PAYMENT DATES:

Payable semiannually March 19 and September 19 of each year, commencing March 19, 2017

REGULAR RECORD DATE:

The 15<sup>th</sup> calendar day immediately preceding the applicable Interest Payment Date

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DAY COUNT CONVENTION:

30/360

DOCUMENTS TO BE DELIVERED:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the Closing:

- (1) The opinion or opinions of counsel to the Purchasers referred to in Section 4(h).
- (2) The opinion of counsel to the Company referred to in Section 4(i).
- (3) The accountants' letters referred to in Section 4(j), which shall be delivered on the date hereof with a bring-down comfort letter in form and substance satisfactory to the Purchasers to be delivered on the date of Closing.
- (4) The officers' certificate referred to in Section 4(k).

OTHER PROVISIONS (INCLUDING SYNDICATE PROVISIONS, IF APPLICABLE):

Optional Make-Whole Redemption as described in the Final Term Sheet attached to this Terms Agreement as Exhibit A

Schedule of Purchasers:

<b>Purchasers</b>	<b>Principal Amount of 2.250% Notes due 2026</b>	
Citigroup Global Markets Inc.	\$	159,250,000
Goldman, Sachs & Co.	\$	159,250,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$	159,250,000
Morgan Stanley & Co. LLC	\$	159,250,000
Blaylock Beal Van, LLC	\$	3,250,000
Guzman & Company	\$	3,250,000
Mischler Financial Group, Inc.	\$	3,250,000
Lebenthal & Co., LLC	\$	3,250,000
<b>Total</b>	<b>\$</b>	<b>650,000,000</b>

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**3.125% NOTES DUE 2046**

TITLE OF PURCHASED SECURITIES:

Medium-Term Notes, Series F, 3.125% Notes due 2046

AGGREGATE PRINCIPAL AMOUNT:

\$500,000,000

PRICE TO PUBLIC: 95.343%

PURCHASE PRICE to be paid by the Purchasers:

94.593% of the principal amount of the Purchased Securities, plus accrued interest, if any, from September 19, 2016.

METHOD OF AND SPECIFIED FUNDS FOR PAYMENT OF PURCHASE PRICE:

By wire transfer to a bank account specified by the Company in immediately available funds.

INDENTURE:

Indenture, dated as of November 17, 2000, as supplemented by a First Supplemental Indenture dated as of July 29, 2011 and as it may be further supplemented from time to time, between the Company and The Bank of New York Mellon Trust Company, N.A., Trustee

APPLICABLE TIME: 4:25 p.m. September 14, 2016 Eastern Time

TIME OF DELIVERY: September 19, 2016

CLOSING LOCATION: Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019

MATURITY: September 19, 2046

INTEREST RATE:

3.125% per annum

INTEREST PAYMENT DATES:

Payable semiannually March 19 and September 19 of each year, commencing March 19, 2017

REGULAR RECORD DATE:

The 15<sup>th</sup> calendar day immediately preceding the applicable Interest Payment Date

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DAY COUNT CONVENTION:

30/360

DOCUMENTS TO BE DELIVERED:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the Closing:

- (1) The opinion or opinions of counsel to the Purchasers referred to in Section 4(h).
- (2) The opinion of counsel to the Company referred to in Section 4(i).
- (3) The accountants' letters referred to in Section 4(j), which shall be delivered on the date hereof with a bring-down comfort letter in form and substance satisfactory to the Purchasers to be delivered on the date of Closing.
- (4) The officers' certificate referred to in Section 4(k).

OTHER PROVISIONS (INCLUDING SYNDICATE PROVISIONS, IF APPLICABLE):

Optional Make-Whole Redemption and Redemption at Par Prior to Maturity as described in the Final Term Sheet attached to this Terms Agreement as Exhibit A

Schedule of Purchasers:

<b>Purchasers</b>	<b>Principal Amount of 3.125% Notes due 2046</b>	
Citigroup Global Markets Inc.	\$	122,500,000
Goldman, Sachs & Co.	\$	122,500,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$	122,500,000
Morgan Stanley & Co. LLC	\$	122,500,000
Blaylock Beal Van, LLC	\$	2,500,000
Guzman & Company	\$	2,500,000
Mischler Financial Group, Inc.	\$	2,500,000
Lebenthal & Co., LLC	\$	2,500,000
<b>Total</b>	<b>\$</b>	<b>500,000,000</b>

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Schedule II

Materials Other than the Pricing Prospectus and Final Term Sheet Included in the  
Disclosure Package

None

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Issuer Free Writing Prospectuses Not Included in the  
Disclosure Package

Road Show: None

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Exhibit A

Final Term Sheet

A-1

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September 19, 2016

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

Re: 3M Company  
Registration Statement on Form S-3 (Registration No. 333-196003)

Ladies and Gentlemen:

I am the Deputy General Counsel of 3M Company, a Delaware corporation (the "Company"), and as such I have acted as counsel in connection with the issuance and sale by the Company of \$600,000,000 principal amount of the Company's 1.625% Notes due 2021 (the "2021 Notes"), \$650,000,000 principal amount of the Company's 2.250% Notes due 2026 (the "2026 Notes"), and \$500,000,000 principal amount of the Company's 3.125% Notes due 2046 (the "2046 Notes" and, together with the 2021 Notes and the 2026 Notes, the "Securities"), Medium-Term Notes, Series F pursuant to the Terms Agreement, dated September 14, 2016 (the "Terms Agreement"), among the Company and Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC and the other parties named therein and to the Second Amended and Restated Distribution Agreement, dated May 19, 2016 (the "Distribution Agreement"), among the Company and the agents named therein. The Securities have been offered pursuant to a Prospectus dated May 16, 2014, a Prospectus Supplement dated May 19, 2016 and a Pricing Supplement dated September 14, 2016. The Securities will be issued under the Indenture, dated as of November 15, 2000 (the "Original Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to Citibank, N.A.), as trustee, as supplemented by the First Supplemental Indenture, dated as of July 29, 2011 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture"). Capitalized terms used herein but not otherwise defined shall have the meaning assigned to them in the Terms Agreement or the Distribution Agreement.

I have examined and am familiar with originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of officers of the Company and of public officials and such other instruments as I have deemed necessary or appropriate as a basis for the opinions expressed below, including the Registration Statement on Form S-3 (Registration No. 333-196003) (such registration statement, as amended to the date hereof, including the documents incorporated by reference therein, the "Registration Statement"), the Prospectus, the Prospectus Supplement, the Pricing Supplement, the Company's Certificate of Incorporation, the Company's Amended and Restated By-Laws, the Indenture, the Securities, the Distribution Agreement and the Terms Agreement. In such examination, I have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to the Company as copies; (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates I have reviewed; and (d) the certificates representing the Securities conform as to form to the form of global notes examined by me.

Based on such examination, I am of the opinion that the issuance of \$600,000,000 principal amount of the 2021 Notes, \$650,000,000 principal amount of the 2026 Notes and \$500,000,000

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principal amount of the 2046 Notes has been duly authorized by all necessary action by the Board of Directors and the authorized officers of the Company and that the Securities will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity, regardless of whether enforceability is considered in a proceeding in equity or at law) when the Securities shall have been duly executed by the Company and authenticated by the Trustee as provided in the Indenture and shall have been duly delivered to the purchasers thereof against payment of the agreed consideration therefor.

The foregoing opinion is limited to the Federal laws of the United States of America, the laws of the State of New York and the General Corporation Law of the State of Delaware. I hereby consent to the incorporation by reference of this opinion as an exhibit to the above-referenced Registration Statement to the use of my name wherever it appears in the Registration Statement, Prospectus and the Prospectus Supplement. In giving such consent, I do not thereby admit that I am within the category of persons whose consent is required by Section 7 of the Act or the related rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Very truly yours,

/s/ Gregg M. Larson  
 Gregg M. Larson  
 Deputy General Counsel