

## EXHIBIT B

### ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of \_\_\_\_\_ 2025, (this “Agreement”) among 3M Company, a Delaware corporation (“3M”), the New Jersey Department of Environmental Protection (“NJ DEP” and, together with 3M, the “Escrow Parties”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as escrow agent (the “Escrow Agent”).

WHEREAS, NJ DEP has brought a lawsuit against 3M in the United States District Court for the District of New Jersey (the “Court”) in Case No. 1:19-cv-14758-RMB-JBC (the “Lawsuit”);

WHEREAS, 3M and NJ DEP have settled the claims of NJ DEP against 3M in the Lawsuit and other litigations as set forth in the Judicial Consent Order with 3M (the “JCO”), which was lodged with the Court on [●], along with a motion seeking the Court’s entry of the JCO. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the JCO; and

WHEREAS, pursuant to the JCO, the Escrow Parties have executed this Agreement to deposit and hold certain funds in accordance with the terms of the JCO.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Appointment of Escrow Agent. The Escrow Parties hereby appoint Deutsche Bank Trust Company Americas as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment. All instructions or directions from an Escrow Party to the Escrow Agent under this Agreement are to be provided by an authorized representative of such Escrow Party designated on Schedule I attached hereto and as updated from time to time (each such representative, an “Authorized Person”) in accordance with Section 10(d) hereof.

Section 2. Deposit of Escrow Property.

(a) *Initial Deposit*. At the time specified in the JCO, 3M shall deposit with the Escrow Agent \$100,000,000 in immediately available funds (the “Escrowed Proceeds”), to be held by the Escrow Agent upon the terms and conditions hereinafter set forth. The Escrowed Proceeds received by the Escrow Agent plus any interest, dividends, and other distributions and payments thereon, less any property and/or funds distributed or paid therefrom in accordance with this Agreement, are collectively referred to herein as the “Escrow Property”. The Escrow Property shall be held by the Escrow Agent in an interest-bearing account referred to herein as the “Escrow Account” with an account number of AA8136.1. The Escrow Agent shall have no duty to solicit the Escrow Property or determine if any property and/or funds must be distributed or paid other than pursuant to Section 4 hereof. 3M (or its agent or representative) shall notify the Escrow Agent in writing (email being acceptable) at or prior to the time when Escrowed Proceeds are sent to the Escrow Agent pursuant to this Agreement. If such notice is not provided, the Escrow Agent shall have no liability for Escrowed Proceeds, or interest thereon, sent to it that remain unclaimed and/or are returned.

(b) *Additional Deposits*. To the extent required by the JCO, at the time or times specified in the JCO 3M shall make additional deposits with the Escrow Agent that shall be deemed to be part of the Escrowed Proceeds pursuant to Section 2(a) of this Agreement, which amounts shall be subject

to the terms and conditions of this Agreement as though they had been part of the initially deposited Escrowed Proceeds.

Section 3. Tax Reporting. All income earned in the Escrow Account shall be allocated to 3M and shall be subject to all applicable reporting and withholding regulations then in force with respect to United States taxes. 3M will provide the Escrow Agent with appropriate W-9 forms for tax identification number certifications, or W-8 forms for non-resident alien certifications and any other forms or documents reasonably requested by the Escrow Agent. It is understood that the Escrow Agent shall only be responsible for income reporting with respect to income earned in the Escrow Account and will not be responsible for any other reporting.

Section 4. Distribution of Escrow Property. The Escrow Agent shall hold the Escrow Property in its possession until instructed to deliver the Escrow Property (i) in accordance with joint written instructions in the form attached hereto as Exhibit A (“Joint Instruction”), signed by an Authorized Person of each of the Escrow Parties or (ii) in accordance with a final and non-appealable order or judgment by a court of competent jurisdiction directing delivery of funds from the Escrow Account (a “Final Order”).

The Escrow Agent shall make any disbursements pursuant to this section within one Business Day after receipt by Escrow Agent of Joint Instructions or a Final Order, provided that the Joint Instructions or Final Order has been received by the Escrow Agent no later than 12:00 noon New York time (and if received after 12:00 noon New York time, then such disbursements will be made by Escrow Agent within two Business Days of such receipt).

Section 5. Termination. This Agreement shall terminate upon the distribution of all Escrow Property or, if earlier, the resignation or removal of the Escrow Agent pursuant to this Agreement. The provisions of Sections 6, 8, 9, and 10 shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

Section 6. Compensation of Escrow Agent. The Escrow Agent shall be entitled to payment for customary fees and expenses for all services rendered by it hereunder as separately agreed to in writing between 3M and the Escrow Agent (as such fees may be adjusted from time to time). The Escrow Parties acknowledge and agree that any fees due to the Escrow Agent: (i) shall be deducted from the Escrow Property when it becomes due; and (ii) annual fees are due annually in advance for each year or any part thereof. The obligations contained in this section shall be joint and several obligations of the Escrow Parties; provided, that 3M and NJ DEP have agreed that, solely between themselves, 3M shall be responsible for payment of the Escrow Agent’s fees and expenses, to the extent not deducted from the Escrow Property. The Escrow Agent shall at all times have a right of set off and first lien on the Escrow Property for payment of amounts owed to the Escrow Agent hereunder (including, without limitation, indemnification obligations), and each of the Escrow Parties hereby pledges, assigns, and grants to the Escrow Agent a continuing security interest in, and a lien on, the Escrow Property and additions thereto.

Section 7. Resignation of Escrow Agent.

(a) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days’ prior written notice of such resignation to the Escrow Parties. The Escrow Parties may remove the Escrow Agent at any time by giving thirty (30) calendar days’ prior joint written notice to the Escrow Agent along with payment of all fees to which it is entitled through the date of resignation and all unreimbursed expenses through the date of such notice, if any. Upon such notice, a successor escrow agent shall be appointed by the Escrow Parties, who shall provide written notice of such to the resigning or removed Escrow Agent. Such successor escrow agent shall become the escrow agent

hereunder upon the resignation or removal date specified in such notice or, if earlier, receipt of the Escrow Property from the Escrow Agent.

(b) If a successor escrow agent has not been appointed within thirty (30) days after delivery of the Escrow Agent's notice of resignation or removal, as applicable, the Escrow Agent's sole responsibility hereunder from and after such thirtieth day shall be to hold the Escrow Property and to deliver the Escrow Property as provided in this Section 7, and, in such event, the Escrow Agent may, in its sole discretion, deliver the Escrow Property to 3M at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including attorneys' fees and expenses) incurred by the Escrow Agent in connection with such delivery or such proceeding described in this Section 7(b) shall be paid by 3M.

(c) Any appointment of a successor escrow agent in accordance with this Section 7 shall be binding upon the parties, and no successor escrow agent shall be deemed to be an agent of the Escrow Agent. Upon the Escrow Agent's delivery of the Escrow Property in accordance with this Section 7, the Escrow Agent shall be permitted to withhold all fees, costs, and expenses or other obligations owed to the Escrow Agent, until all such fees, costs, and expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section 7, the Escrow Agent shall be discharged of and from any and all obligations arising in connection with the Escrow Property or this Agreement.

Section 8. Indemnification of Escrow Agent. 3M shall indemnify, defend, and hold harmless the Escrow Agent, its affiliates, and each of their respective officers, directors, employees, representatives, counsel, and agents (each, an "Indemnified Person"), from and against, and shall reimburse each Indemnified Person for, any and all claims, demands, obligations, fines, liabilities, losses, damages, injuries (including injuries to person, property, or natural resources and costs associated therewith), penalties, stamp or other similar taxes, actions, suits, judgments, settlements, investigations, proceedings, and reasonable costs and expenses relating to any of the foregoing (including reasonable and documented attorneys' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted, or claimed against an Indemnified Person directly or indirectly relating to or arising from this Agreement or any action or failure to act by the Escrow Agent in connection herewith, except to the extent caused by the Escrow Agent's fraud, negligence, or willful misconduct.

Section 9. The Escrow Agent.

(a) The duties, responsibilities, and obligations of Escrow Agent shall be limited to those expressly set forth in this Agreement, and no other duties, responsibilities, or obligations, fiduciary or otherwise, shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which an Escrow Party is a party, even though reference thereto may be made herein, or to comply with any direction or instruction from an Escrow Party or an entity acting on its behalf other than those contained herein or delivered in accordance with this Agreement. No provision of this Agreement or any related document shall require the Escrow Agent to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have grounds to believe, in its sole discretion, that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(b) If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ, or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ, or other form of judicial or administrative process, Escrow Agent shall not be liable to any Escrow Party or to any other person or entity for complying therewith, even though such order, judgment, decree, writ, or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of fraud, negligence, or willful misconduct on its part. Without limiting the foregoing, in no event (other than in the case of fraud, negligence, or willful misconduct) shall the Escrow Agent be liable (i) for acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate, or document from an Escrow Party or any entity acting on behalf of the Escrow Parties, (ii) for any indirect, consequential, punitive, or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents, or sub-custodians, (iv) for the investment or reinvestment in good faith of any cash held by it hereunder, or (v) for an amount in excess of the value of the Escrow Property, valued as of the date of the incurrence of such liability, but only to the extent of direct money damages.

(d) The Escrow Agent may consult with legal counsel of its own choosing as to any matter relating to this Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel, except to the extent that the Escrow Agent's own actual fraud, negligence, or willful misconduct was the cause of any direct loss to any Escrow Party.

(e) In no event shall the Escrow Agent be liable for any failure or delay in the performance of its obligations under this Agreement or any related documents, nor be deemed to be in breach of its duties hereunder or thereunder, because of circumstances beyond the Escrow Agent's control, including, but not limited to, a failure, termination, or suspension of a clearing house, securities depository, settlement system, or central payment system in any applicable part of the world or acts of God, flood, war (whether declared or undeclared), civil or military disturbances or hostilities, nuclear or natural catastrophes, political unrest, explosion, epidemics, public health emergencies, severe weather or accident, earthquake, terrorism, fire, riot, labor disturbances, strikes, or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations, or the like (whether domestic, federal, state, county or municipal, or foreign) which delay, restrict, or prohibit the providing of the services contemplated by this Agreement or any related documents, or the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or any other causes beyond the Escrow Agent's control whether or not of the same class or kind as specified above; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in its industry to resume performance as soon as reasonably practicable under the circumstance.

(f) The Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument, or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make

any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(g) The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value, or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority, or rights of persons executing or delivering or purporting to execute or deliver any such document, security, or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) The Escrow Agent shall not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder.

(i) When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile, email, or other form of electronic or data transmission, the Escrow Agent, absent fraud, willful misconduct, or negligence, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of an Escrow Party or is not in the form the Escrow Party sent or intended to send (whether due to fraud, distortion, or otherwise).

(j) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction, or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives written instructions, jointly signed by the Escrow Parties, which eliminates such ambiguity or uncertainty. The Escrow Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such written instruction. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Escrow Agent shall be entitled to receive and may for all purposes hereof conclusively rely on a certificate, signed by an officer of any duly authorized officer of the an Escrow Party, as to such fact or matter, and such certificate shall constitute full protection to the Escrow Agent for any action taken or omitted to be taken by it in good faith in reliance thereon.

(k) In the event of any dispute between or conflicting claims among the Escrow Parties, or and any other person or entity, with respect to any Escrow Property, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands, or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Escrow Parties for failure or refusal to comply with such conflicting claims, demands, or instructions. The Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been resolved by a final order, judgment, or decree of a court of competent jurisdiction, which order, judgment, or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it in its sole discretion sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. Any court order, judgment, or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Escrow Agent, to the effect that said order, judgment, or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment, or decree has expired without an appeal having been filed with such court. The Escrow Agent shall be entitled to act on such court order and legal opinions without further question. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in

connection with such proceeding shall be paid by, and shall be deemed a joint and several obligation of, the Escrow Parties.

(l) The Escrow Agent shall have no responsibility for the contents of any writing of the arbitrators or any third party contemplated herein as a means to resolve disputes and may conclusively rely without any liability upon the contents thereof.

(m) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. 3M shall pay or reimburse the Escrow Agent for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes.

(n) The Escrow Agent shall provide to the Escrow Parties monthly statements identifying transactions, transfers, or holdings of Escrow Property, and each such statement shall be deemed to be correct and final upon receipt thereof by the Escrow Parties unless the Escrow Agent is notified in a joint writing from the Escrow Parties to the contrary within thirty (30) Business Days of the date of such statement. The Escrow Agent may satisfy its obligations under this section by granting the Escrow Parties read-only on-line access to such statements.

(o) Notwithstanding anything to the contrary contained herein or in any related document, any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to the business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any person or entity or any further act on the part of any person or entity.

#### Section 10. Miscellaneous.

(a) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the principles of conflict of laws.

(c) Each of the parties hereto hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of New York and of any Federal Court located in the Borough of Manhattan in such State in connection with any action, suit, or other proceeding arising out of or relating to this Agreement or any action taken or omitted hereunder, and waives any claim of forum non conveniens and any objections as to laying of venue. Each party further waives personal service of any summons, complaint, or other process and agrees that service thereof may be made by certified or registered mail directed to such person at such person's address for purposes of notices hereunder. The parties hereto knowingly, voluntarily, and intentionally waive, to the extent permitted by applicable law, any rights to trial by jury in respect of any judicial proceeding in any way arising out of, or related to, or in connection with, this Agreement.

(d) All notices and other communications required or permitted under this Agreement shall be in writing in English and signed by an authorized person and deemed to have been properly given (i) when delivered in person, or (ii) when sent by telecopy, electronic mail (with an attachment in PDF or similar format), or other electronic means as approved in advance by the Escrow Agent and electronic confirmation of error free receipt is received or (iii) upon receipt of notice sent by certified or

registered mail, return receipt requested, postage prepaid or (iv) one Business Day after deposit with a recognized overnight courier for overnight delivery, addressed to the party at the following addresses (or to such other address as a party may have specified by notice given to the parties pursuant to this provision):

If to 3M, to:

3M Finance  
223-2W-15 3M Center  
St. Paul, MN 55144-1000  
Attention: Israel Owodunni  
Email Address: ore.owodunni@mmm.com

with copies to (which shall not constitute notice to the Company):

Kevin H. Rhodes  
Executive Vice President, Chief Legal Affairs Officer and Secretary  
Legal Affairs Department  
3M Company  
3M Center, 220-9E-01  
St. Paul, MN 55144-1000  
krhodes@mmm.com

and

Thomas J. Perrelli  
Jenner & Block LLP  
1099 New York Avenue, N.W., Suite 900  
Washington, DC 20001-4412  
TPerrelli@jenner.com

If to NJ DEP to:

New Jersey Department of Environmental Protection  
401 East State Street  
Trenton, NJ 08625-0093  
Attention: Kimberly Cahall  
Tel. No.: (609) 940-7014  
Email Address: Kimberly.cahall@dep.nj.gov

with a copy to:

Gary Wolf  
Section Chief  
Division of Law  
Department of Law and Public Safety  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 093  
Trenton, New Jersey 08625-093  
Gary.Wolf@law.njoag.gov

If to the Escrow Agent, to:

Deutsche Bank Trust Company Americas  
Trust and Securities Services  
1 Columbus Circle, 4th Floor  
Mail Stop: NYC01-0417  
New York, NY 10019  
Email: dbny-mpescrow@list.db.com  
Attention: Escrow Team, AA8136

(e) The headings of the Sections of this Agreement have been inserted for convenience and shall not modify, define, limit, or expand the express provisions of this Agreement. The words “hereof”, “herein”, and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless specifically stated otherwise. The words “include”, “includes”, or “including” in this Agreement shall be deemed to mean, in each case, “including without limitation”. All terms defined in this Agreement shall have the defined meanings wherever used in this Agreement, whether before, after, or at where they are first defined. No specific provision, representation, or warranty in this Agreement shall limit the applicability of a more general provision, representation, or warranty in this Agreement unless expressly stated otherwise. Each representation, warranty, covenant, condition, and agreement contained in this Agreement shall be given full, separate, and independent effect and shall be cumulative.

(f) This Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto, and any purported assignment of this Agreement or rights or obligations hereunder in violation of this paragraph shall be void. This Agreement shall be binding upon and inure to the benefit of each party’s respective successors and permitted assigns. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 10(f)) their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person other than rights of Indemnified Persons under Section 8 hereof.

(g) This Agreement may not be amended, supplemented, or otherwise modified without the prior written consent of the parties hereto.

(h) In order to comply with the laws, rules, regulations, and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States (“Applicable AML Law”), the Escrow Agent is required to obtain, verify, record, and update certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time, such identifying information and documentation as may be available for such party in order to enable Escrow Agent to comply with Applicable AML Law.

(i) This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Agreement and all matters and agreements related thereto, with such facsimile, scanned, and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement or any instrument, agreement, or document necessary for the consummation of the transactions

contemplated by this Agreement or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect to the delivery of securities, or the wire transfer of funds or other communications) (“Executed Documentation”) may be accepted, executed, or agreed to through the use of an electronic signature in accordance with applicable laws, rules, and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed, or agreed to in conformity with such laws, rules, and regulations will be binding on all parties hereto to the same extent as if it were physically executed, and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Escrow Agent acts on any Executed Documentation sent by electronic transmission, the Escrow Agent will not be responsible or liable for any losses, costs, or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion, or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Escrow Agent shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a party has been sent by an authorized officer of such party. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Escrow Agent acting on unauthorized instructions and the risk of interception and misuse by third parties.

(j) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. Neither any course of conduct or dealing, nor any failure or delay of any party in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, and no single or partial waiver of any right or remedy hereunder shall preclude the subsequent exercise of such right or remedy.

(k) Each of the Escrow Parties hereby represents and warrants, as to itself, that (i) this Agreement has been duly authorized, executed, and delivered on its behalf and constitutes its legal, valid, and binding obligation; and (ii) its execution, delivery, and performance of this Agreement does not and will not violate any applicable law or regulation.

(l) The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity, legality, or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(m) No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions the Escrow Agent (or any of its affiliates) in its capacity as escrow agent under this Agreement shall be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of the Escrow Agent.

(n) For purposes of this Agreement, “Business Day” shall mean any day that is not a Saturday or Sunday or a day on which banks are required or permitted by law or executive order to be closed in the City of New York.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

3M

By \_\_\_\_\_  
Name: Israel Owodunni  
Title: Senior Vice President & Treasurer

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

By \_\_\_\_\_  
Name: Kimberly Cahall  
Title: Chief Advisor and Chief Enforcement Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Escrow Agent

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Schedule I

Authorized Persons of 3M

Person(s) Designated to Give Funds Transfer Instructions, , make general inquiries, receive bank statements and other account related information

<u>Name</u>	<u>Title</u>	<u>Telephone No. &amp; Email Address</u>	<u>Signature</u>
Israel Owodunni	Senior Vice President & Treasurer	(651) 706-0297 ore.owodunni@mmm.com	

Telephone Number(s) for Call-Backs and Person(s) Designated to Confirm Payment Instructions

<u>Name</u>	<u>Title</u>	<u>Telephone No. &amp; Email Address</u>	<u>Signature</u>
Cledson Trinca	Americas Treasury Operations Leader	+55 19 9604-1959 / catrinca@mmm.com	
Uriel Mendez	North America Cash Operations Supervisor	+52 656 215-1024 / umendezlopez@mmm.com	

Schedule I

Authorized Persons of NJ DEP

Person(s) Designated to Give Funds Transfer Instructions, , make general inquiries, receive bank statements and other account related information

<u>Name</u>	<u>Title</u>	<u>Telephone No. &amp; Email Address</u>	<u>Signature</u>
Stephen Matis	Director, Division of Budget and Financial Operations Management & Budget	609-940-4402 Stephen.Matis@dep.nj.gov	

Telephone Number(s) for Call-Backs and Person(s) Designated to Confirm Payment Instructions

<u>Name</u>	<u>Title</u>	<u>Telephone No. &amp; Email Address</u>	<u>Signature</u>
Frank DeFeo	Director, Division of Enforcement & Financial Operations Contaminated Site Remediation & Redevelopment	609-633-0763 Frank.DeFeo@dep.nj.gov	

**EXHIBIT A**

**FORM OF ESCROW RELEASE NOTICE – JOINT INSTRUCTIONS**

Date:

Deutsche Bank Trust Company Americas  
Trust and Securities Services  
1 Columbus Circle, 4th Floor  
Mail Stop: NYC01-0417  
New York, NY 10019  
Email: dbny-mpescrow@list.db.com  
Attention: Escrow Team,AA8136

**Re: [Name of Parties] – Escrow Agreement dated [\_\_\_], 2025  
Escrow Account no. AA8136.1**

**Dear Sir/Madam:**

We refer to an escrow agreement dated [\_\_\_], 2025, by and among 3M Company, a Delaware corporation (“3M”), the New Jersey Department of Environmental Protection (“NJ DEP” and, together with 3M, the “Escrow Parties”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as escrow agent (the “Escrow Agent”). (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

The Escrow Parties instruct the Escrow Agent to release the Escrow Property to the specified party as instructed below:

Payment Instructions:

Amount  
(In writing)

Beneficiary  
City  
Country  
Bank  
Bank address  
Beneficiary Name:  
Beneficiary Address:  
SWIFT-code  
IBAN/ Acc. No.]

**FOR AND ON BEHALF OF 3M:**

\_\_\_\_\_  
Name:

Date:

Title:

**FOR AND ON BEHALF OF NJ DEP:**

\_\_\_\_\_  
Name:

Date: