

SECURITIES AND EXCHANGE COMMISSION

FORM NSAR-A

Semi-annual report for management companies filed on Form N-SAR

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FILER

WELLS FARGO FUNDS TRUST

CIK: **1081400** | IRS No.: **000000000** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **NSAR-A** | Act: **40** | File No.: **811-09253** | Film No.: **10870746**

Mailing Address

525 MARKET STREET
12TH FLOOR
SAN FRANCISCO CA 94105

Business Address

525 MARKET STREET
SAN FRANCISCO CA 94163
800-222-8222

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000 E000000 NF
000 F000000 Y
000 G000000 N
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000 I000000 6.1
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PAGE 43

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PAGE 90

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086 F020000 0

SIGNATURE KASEY PHILLIPS
TITLE TREASURER

AMENDED AND RESTATED
INVESTMENT ADVISORY AGREEMENT

This AMENDED AND RESTATED AGREEMENT is made as of this 6th day of August 2003, and amended as of October 1, 2005 and March 27, 2009, between Wells Fargo Funds Trust (the "Trust"), a statutory trust organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California, 94105 and Wells Fargo Funds Management, LLC (the "Adviser"), a limited liability company organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California, 94105.

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended (the "1940 Act") as an open-end management investment company and is authorized to issue interests (as defined in the Trust's Declaration of Trust, as amended and supplemented from time to time), in separate series; and

WHEREAS, the Trust desires that the Adviser provide investment advisory services to each series of the Trust listed on Schedule A hereto as such Schedule may be amended or supplemented from time to time by mutual agreement (each a "Fund" and collectively the "Funds"), and the Adviser is willing to provide those services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Trust and the Adviser agree as follows:

SECTION 1. APPOINTMENT OF THE ADVISER. The Trust is engaged in the business of investing and reinvesting its assets in securities of the type and in accordance with the limitations specified in its Declaration of Trust, as amended and supplemented from time to time, By-Laws (if any) and Registration Statement filed with the Securities and Exchange Commission (the "Commission") under the 1940 Act and the Securities Act of 1933 (the "Securities Act"), including any representations made in the prospectus and statement of additional information relating to the Funds contained therein and as may be amended or supplemented from time to time, all in such manner and to such extent as may from time to time be authorized by the Trust's Board of Trustees (the "Board"). The Board is authorized to issue any unissued shares in any number of additional classes or series.

The investment authority granted to the Adviser shall include the authority to exercise whatever powers the Trust may possess with respect to any of its assets held by the Funds, including, but not limited to, the power to exercise rights, options, warrants, conversion privileges, redemption privileges, and to tender securities pursuant to a tender offer, and participate in class actions and other legal proceedings on behalf of the Funds.

The Trust hereby employs Adviser, subject to the direction and control of the Board, to manage the investment and reinvestment of the assets in the Funds and, without limiting the generality of the foregoing, to provide the other services specified in Section 2 hereof.

SECTION 2. DUTIES OF THE ADVISER.

(a) The Adviser shall make decisions with respect to all purchases and sales of securities and other investment assets for the Funds. Among other things, the Adviser shall make all decisions with respect to the allocation of the Funds' investments in various securities or other assets, in investment styles and, if applicable, in other investment companies or pooled vehicles in which a Fund may invest. To carry out such decisions, the Adviser is hereby authorized, as agent and attorney-in-fact for the Trust, for the account of, at the risk of and in the name of the Trust, to place orders and issue instructions with respect to those transactions of the Funds. In all purchases, sales and

other transactions in securities for the Funds, the Adviser is authorized to exercise full discretion and act for the Trust in the same manner and with the same force and effect as the Trust might or could do with respect to such purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

(b) The Adviser will report to the Board at each regular meeting thereof regarding the investment performance of the Funds since the prior report, and will also keep the Board informed of important developments affecting the Trust, each Fund and the Adviser, and on its own initiative will furnish the Board from time to time with such information as the Adviser may believe appropriate, whether concerning the individual companies whose securities are held by a Fund, the industries in which they engage, or the economic, social or political conditions prevailing in each country in which a Fund maintains investments. The Adviser will also furnish the Board with such statistical and analytical information with respect to securities in the Funds as the Adviser may believe appropriate or as the Board reasonably may request.

The Adviser shall promptly notify the Trust of (i) any changes regarding the Adviser that would impact disclosure in the Trust's Registration Statement, or (ii) any violation of any requirement, provision, policy or restriction that the Adviser is required to comply with under Section 6 of this Agreement. The Adviser shall immediately notify the Trust of any legal process served upon it in connection with its activities hereunder, including any legal process served upon it on behalf of the Funds or the Trust.

(c) The Adviser will from time to time employ or sub-contract the services to certain persons as the Adviser believes to be appropriate or necessary to assist in the execution of the Adviser's duties hereunder; provided, however, that the employment or sub-contracting with any such person shall not relieve the Adviser of its responsibilities or liabilities hereunder and provided further that the Adviser shall not have the authority to sub-contract advisory responsibilities without the consent of the Trust. The cost of performance of such duties will be borne and paid by the Adviser. No obligation may be imposed on the Trust in any such respect.

The Adviser shall supervise and monitor the activities of its representatives, personnel, sub-contractors, and agents in connection with the execution of its duties and obligations hereunder. The appropriate personnel of the Adviser will be made available to consult with the Board at reasonable times and upon reasonable notice concerning the business of the Trust.

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(d) The Adviser shall maintain records relating to portfolio transactions and the placing and allocation of brokerage orders as are required to be maintained by the Trust under the 1940 Act. The Adviser shall prepare and maintain, or cause to be prepared and maintained, in such form, for such periods and in such locations as may be required by applicable law, all documents and records relating to the services provided by the Adviser pursuant to this Agreement required to be prepared and maintained by the Trust pursuant to the rules and regulations of any national, state, or local government entity with jurisdiction over the Trust, including the Commission and the Internal Revenue Service. The books and records pertaining to the Trust which are in possession of the Adviser shall be the property of the Trust. The Trust, or the Trust's authorized representatives, shall have access to such books and records at all times during the Adviser's normal business hours. Upon the reasonable request of the Trust, copies of any such books and records shall be provided promptly by the Adviser to the Trust or the Trust's authorized representatives.

(e) With respect to a Fund, the Adviser shall have no duties or obligations pursuant to this Agreement, during any period during which the Fund invests all

(or substantially all) of its investment assets in a registered, open-end management investment company, or separate series thereof, in accordance with Section 12(d)(1)(E) under the 1940 Act.

SECTION 3. DELIVERY OF DOCUMENTS TO THE ADVISER. The Trust has furnished the Adviser with true, correct and complete copies of the following documents:

- (a) The Declaration of Trust, as in effect on the date hereof;
- (b) The Registration Statement filed with the Commission under the 1940 Act and the Securities Act; and
- (c) Written guidelines, policies and procedures adopted by the Trust.

The Trust will furnish the Adviser with all future amendments and supplements to the foregoing as soon as practicable after such documents become available. The Trust shall furnish the Adviser with any further documents, materials or information that the Adviser may reasonably request in connection with the performance of its duties hereunder.

SECTION 4. DELEGATION OF RESPONSIBILITIES. The Adviser may carry out any of its obligations under this Agreement by employing, subject to supervision by the Adviser, one or more Sub-Adviser(s) who are registered as investment advisers pursuant to the Investment Advisers Act of 1940 ("Sub-Advisers"). Each Sub-Adviser's employment will be evidenced by a separate written agreement approved by the Board and, if required under the 1940 Act, by the shareholders of the Fund (unless the Commission or its staff has given authorization or issued an interpretation dispensing with the requirement of shareholder approval). The Adviser shall not be liable hereunder for any act or omission of any Sub-Adviser, except for failure to exercise good faith in the employment of the Sub-Adviser and for failure to exercise appropriate supervision of such Sub-Adviser, and as may otherwise be agreed in writing. The Adviser shall be solely responsible for compensating any Sub-Adviser for services rendered under any Sub-Advisory Agreement. The Adviser may, from time to time and at any time, terminate any Sub-Adviser and reassume the responsibilities assigned to such Sub-Adviser with respect to any Fund without obtaining the approval of the shareholders of the Fund.

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SECTION 5. CONTROL BY BOARD. Any investment activities undertaken by the Adviser pursuant to this Agreement, as well as any other activities undertaken by the Adviser on behalf of the Funds, shall at all times be subject to the direction and control of the Board.

SECTION 6. COMPLIANCE WITH APPLICABLE REQUIREMENTS. In carrying out its obligations under this Agreement, the Adviser shall at all times comply with:

- (a) all applicable provisions of the 1940 Act, and any rules and regulations adopted thereunder;
- (b) the Registration Statement of the Trust, as it may be amended from time to time, filed with the Commission under the Securities Act and the 1940 Act;
- (c) the provisions of the Declaration of Trust of the Trust, as it may be amended from time to time;
- (d) the provisions of the Internal Revenue Code of 1986, as amended, applicable to the Trust or the Funds, and any rules and regulations adopted thereunder; and
- (e) any other applicable provisions of state or federal law, and any rules

and regulations adopted thereunder.

SECTION 7. PROXIES. The Adviser shall have responsibility to vote proxies solicited with respect to issuers of securities in which assets of the Funds are invested in accordance with the Trust's policies on proxy voting.

SECTION 8. BROKER-DEALER RELATIONSHIPS. In connection with the purchase and sale of securities for the Funds, the Adviser is responsible for broker-dealer selection and negotiation of brokerage commission rates. The Adviser's primary consideration in effecting a security transaction will be to obtain the best price and execution. In selecting a broker-dealer to execute each particular transaction for a Fund, the Adviser will consider among other things: the best net price available, the reliability, integrity and financial condition of the broker-dealer; the size of and difficulty in executing the order; and the value of the expected contribution of the broker-dealer to the Fund on a continuing basis. Accordingly, the price to the Fund in any transaction may be less favorable than that available from another broker-dealer if the difference is reasonably justified by other aspects of the portfolio execution services offered. Subject to such policies as the Board may from time to time determine, the Adviser shall not be deemed to have acted unlawfully or to have breached any duty created by this Agreement or otherwise solely by reason of having caused a Fund to pay a broker or dealer that provides brokerage and research services to the Adviser an amount of commission for effecting a portfolio investment transaction in excess of the amount of commission another broker or dealer would have charged for effecting that transaction, if the Adviser determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker or dealer, viewed in terms of either that particular transaction or the overall responsibilities of the Adviser with respect to the Fund and to other clients of the

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Adviser. The Adviser is further authorized to allocate the orders placed by it on behalf of the Funds to brokers and dealers who also provide brokerage and research services within the meaning of Section 28(e) of the Securities Exchange Act of 1934 and in compliance therewith. Such allocation shall be in such amounts and proportions as the Adviser shall determine and the Adviser will report on said allocations regularly to the Board, indicating the brokers to whom such allocations have been made and the basis therefore.

SECTION 9. EXPENSES. All of the ordinary business expenses incurred in the operations of the Funds and the offering of their shares shall be borne by the Funds unless specifically provided otherwise in this Agreement. The expenses borne by the Trust include, but are not limited to, brokerage commissions, taxes, legal, auditing or governmental fees, the cost of preparing share certificates, custodian, transfer agent and shareholder service agent costs, expense of issue, sale, redemption and repurchase of shares, expenses of registering and qualifying shares for sale, expenses relating to trustees and shareholder meetings, the cost of preparing and distributing reports and notices to shareholders, the fees and other expenses incurred by the Funds in connection with membership in investment company organizations and the cost of printing copies of prospectuses and statements of additional information distributed to the Funds' shareholders.

The Adviser shall pay its own expenses in connection with the services to be provided by it pursuant to this Agreement. In addition, the Adviser shall be responsible for reasonable out-of-pocket costs and expenses incurred by the Trust: (a) to amend the Trust's registration statement or supplement the Fund's prospectus, and circulate the same, to reflect a change in the personnel of the Adviser responsible for making investment decisions in relation to a Fund; (b) to obtain shareholder approval of a new sub-advisory agreement as a result of a "change in control" (as such term is defined in Section 2(a)(9) of the 1940 Act)

of the Adviser, or to otherwise comply with the 1940 Act, the Securities Act, or any other applicable statute, law, rule or regulation, as a result of such change; or (c) to meet other legal or regulatory obligations caused by actions of the Adviser.

SECTION 10. COMPENSATION.

(a) As compensation for the advisory services provided under this Agreement, the Trust shall pay the Adviser fees, payable monthly, at the annual rates indicated on Schedule A hereto, as such Schedule may be amended or supplemented from time to time;

(b) Except as provided in the following paragraph, no fee shall be payable hereunder with respect to a Fund during any period in which the Fund invests all (or substantially all) of its investment assets in a single registered, open-end management investment company, or separate series thereof, in accordance with Section 12(d)(1)(E) under the 1940 Act (a "Master-Feeder Fund structure");

(c) The adviser shall receive a fee of 0.25% (0.35% in the case of the WealthBuilder Funds) for asset allocation services if a Fund invests some of its investment assets in two or more registered, open-end management investment companies, or separate series thereof, in each case, in accordance with Section 12(d)(1)(G) under the Act, the rules thereunder or an exemptive order

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issued by the Commission exempting the Fund from the provisions of Section 12(d)(1)(A) under the Act (a "Fund of Funds structure").

SECTION 11. STANDARD OF CARE. The Trust will expect of the Adviser, and the Adviser will give the Trust the benefit of, the Adviser's best judgment and efforts in rendering its services to the Trust, and the Adviser shall not be liable hereunder for any mistake in judgment. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of the Adviser or any of its officers, directors, employees or agents, the Adviser shall not be subject to liability to the Trust or to any shareholders of the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security.

SECTION 12. NON-EXCLUSIVITY. The services of the Adviser to the Funds are not to be deemed to be exclusive, and the Adviser shall be free to render investment advisory or other services to others (including other investment companies) and to engage in other activities. It is understood and agreed that officers or directors of the Adviser may serve as officers and directors of the Trust, and that officers or directors of the Trust may serve as officers or directors of the Adviser, to the extent that such services may be permitted by law, and that the officers and directors of the Adviser are not prohibited from engaging in any other business activity or from rendering services to any other person, or from serving as partners, officers, directors or trustees of any other firm or trust, including other investment advisory companies.

SECTION 13. RECORDS. The Adviser shall, with respect to orders the Adviser places for the purchase and sale of portfolio securities of the Funds, maintain or arrange for the maintenance of the documents and records required pursuant to Rule 31a-1 under the 1940 Act as well as such records as the Funds' administrator reasonably requests to be maintained, including, but not limited to, trade tickets and confirmations for portfolio trades. All such records shall be maintained in a form acceptable to the Trust and in compliance with the provisions of Rule 31a-1 or any successor rule. All such records will be the property of the Trust and will be made available for inspection and use by the Trust and its authorized representatives.

SECTION 14. TERM AND APPROVAL. This Agreement shall become effective with respect to a Fund after approved in accordance with the requirements of the 1940 Act, and executed by the Adviser and the Trust, and shall thereafter continue from year to year, provided that the continuation of the Agreement is specifically approved in accordance with the requirements of the 1940 Act, which currently requires that the continuation be approved at least annually:

(a) by the Board, or by the vote of "a majority of the outstanding voting securities" of the Fund (as defined in Section 2(a)(42) of the 1940 Act), and

(b) by the affirmative vote of a majority of the Trust's Trustees who are not parties to this Agreement or "interested persons" (as defined in the 1940 Act) of a party to this Agreement (other than as Trustees of the Trust), by votes cast in person at a meeting specifically called for such purpose.

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SECTION 15. TERMINATION. As required under the 1940 Act, this Agreement may be terminated with respect to a Fund at any time, without the payment of any penalty, by vote of the Board or by vote of a majority of a Fund's outstanding voting securities, or by the Adviser, on sixty (60) days' written notice to the other party. The notice provided for herein may be waived by the party entitled to receipt thereof. This Agreement shall automatically terminate in the event of its assignment, the term "assignment" for purposes of this paragraph having the meaning defined in Section 2(a)(4) of the 1940 Act, as it may be interpreted by the Commission or its staff in interpretive releases, or by the Commission staff in no-action letters issued under the 1940 Act.

This Agreement may also be terminated immediately by the Trust or the Adviser in the event that either party (i) breaches a material term of this Agreement; or (ii) commits a material violation of any governing law or regulation; or (iii) engages in conduct that would have a material adverse effect upon the reputation or business prospects of such other party.

SECTION 16. INDEMNIFICATION BY THE ADVISER. The Trust shall not be responsible for, and the Adviser shall indemnify and hold the Trust or any Fund harmless from and against, any and all losses, damages, costs, charges, counsel fees, payments, expenses and liability arising out of or attributable to the willful misfeasance, bad faith, negligent acts or reckless disregard of obligations or duties on the part of the Adviser or any of its officers, directors, employees or agents.

SECTION 17. INDEMNIFICATION BY THE TRUST. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of duties hereunder on the part of the Adviser or any of its officers, directors, employees or agents, the Trust hereby agrees to indemnify and hold harmless the Adviser against all claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission, board, bureau, agency or instrumentality of any kind, arising from the advertising, solicitation, sale, purchase or pledge of securities, whether of the Funds or other securities, undertaken by the Funds, their officers, directors, employees or affiliates, resulting from any violations of the securities laws, rules, regulations, statutes and codes, whether federal or of any state, by the Funds, their officers, directors, employees or affiliates.

SECTION 18. NOTICES. Any notices under this Agreement shall be in writing, addressed and delivered or mailed postage paid to the other party at such address as such other party may designate for the receipt of such notice. Until further notice to the other party, it is agreed that the address of the Trust shall be 525 Market Street, 12th Floor, San Francisco, California 94105, Attention C. David Messman, and that of the Adviser shall be 525 Market Street,

SECTION 19. QUESTIONS OF INTERPRETATION. Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the 1940 Act shall be resolved by reference to such terms or provision of the 1940 Act and to interpretations thereof, if any, by the United States Courts or in the absence of any controlling decision of any such court, by rules, regulations or orders of the Commission, interpretations of the Commission or its staff, or Commission staff no-action letters, issued

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pursuant to the 1940 Act. In addition, where the effect of a requirement of the 1940 Act reflected in any provision of this Agreement is revised by rule, regulation or order of the Commission, such provision shall be deemed to incorporate the effect of such rule, regulation or order. The duties and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware to the extent that state law is not preempted by the provisions of any law of the United States heretofore or hereafter enacted.

SECTION 20. AMENDMENT OF THIS AGREEMENT. This Agreement supersedes the advisory agreement between the parties hereto dated March 1, 2001. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. If shareholder approval of an amendment is required under the 1940 Act, no such amendment shall become effective until approved by a vote of the majority of the outstanding shares of the affected Funds. Otherwise, a written amendment of this Agreement is effective upon the approval of the Board and the Adviser.

SECTION 21. WELLS FARGO NAME. The Adviser and the Trust each agree that the name "Wells Fargo," which comprises a component of the Trust's name, is a property right of the parent of the Adviser. The Trust agrees and consents that: (i) it will use the words "Wells Fargo" as a component of its corporate name, the name of any series or class, or all of the above, and for no other purpose; (ii) it will not grant to any third party the right to use the name "Wells Fargo" for any purpose; (iii) the Adviser or any corporate affiliate of the Adviser may use or grant to others the right to use the words "Wells Fargo," or any combination or abbreviation thereof, as all or a portion of a corporate or business name or for any commercial purpose, other than a grant of such right to another registered investment company not advised by the Adviser or one of its affiliates; and (iv) in the event that the Adviser or an affiliate thereof is no longer acting as investment adviser to any Fund, the Trust shall, upon request by the Adviser, promptly take such action as may be necessary to change its corporate name to one not containing the words "Wells Fargo" and following such change, shall not use the words "Wells Fargo," or any combination thereof, as a part of its corporate name or for any other commercial purpose, and shall use its best efforts to cause its trustees, officers and shareholders to take any and all actions that the Adviser may request to effect the foregoing and to reconvey to the Adviser any and all rights to such words.

SECTION 22. RISK ACKNOWLEDGEMENT. The Adviser does not guarantee the future performance of the Funds or any specific level of performance, the success of any investment decision or strategy that the Adviser may use, or the success of the Adviser's overall management of the Funds. The Trust understands that investment decisions made for the Funds by the Adviser are subject to various market, currency, economic and business risks, and that those investment decisions will not always be profitable. The Adviser will manage only the securities, cash and other investments for which management responsibility is delegated to it and which are held in the Funds' account(s) and, in making

investment decisions for the Funds, the Adviser will not consider any other securities, cash or other investments owned by the Trust.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officers on the day and year first written above.

WELLS FARGO FUNDS TRUST
on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

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SCHEDULE A

WELLS FARGO FUNDS MANAGEMENT
INVESTMENT ADVISORY AGREEMENT

WELLS FARGO FUNDS TRUST

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Adjustable Rate Government Fund*	First 500M		0.40		
	Next 500M		0.375	No changes	
	Next 2B		0.35		
	Next 2B		0.325		
	ver 5B		0.30		
Aggressive Allocation Fund(1)		0.25		No changes	
Asia Pacific Fund	First 500M		1.10		
	Next 500M		1.05	No changes	
	Next 2B		1.00		
	Next 2B		0.975		
	Over 5B		0.95		
Asset Allocation Fund*	First 1B		0.25		

	Next 4B	0.225	No changes
	Over 5B	0.20	
California Limited-Term Tax-Free Fund	First 500M	0.35	
	Next 500M	0.325	No changes
	Next 2B	0.30	
	Next 2B	0.275	
	Over 5B	0.25	
California Tax-Free Fund	First 500M	0.35	
	Next 500M	0.325	No changes
	Next 2B	0.30	
	Next 2B	0.275	
	Over 5B	0.25	
California Municipal Money Market Fund	First 1B	0.30	
	Next 4B	0.275	No changes
	Over 5B	0.25	

</TABLE>

+ On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved a reduction in the advisory fee rates payable on a number of Funds. Such fee reductions are scheduled to become effective concurrently with the earliest of any closing of the Reorganization with the Evergreen family of funds, currently July 9, 2010.

* In connection with the reorganization with the Evergreen family of funds, on December 18, 2009 and January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of new Wells Fargo Advantage shell funds to become effective on July 9, 2010 (fixed income and money markets) and July 16, 2010 (equity and international funds).

(1) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Aggressive Allocation Fund into the Growth Balanced Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
California Municipal Money Market Trust		0.00		No changes	
Capital Growth Fund	First 500M	0.70	First 500M	0.65	
	Next 500M	0.65	Next 500M	0.625	
	Next 2B	0.60	Next 1B	0.60	
	Next 2B	0.575	Next 2B	0.575	
	Over 5B	0.55	Over 4B	0.55	
Cash Investment Money Market Fund		0.10		No changes	
Classic Value Fund*	First 500M	0.65			
	Next 500M	0.625		No changes	
	Next 1B	0.60			

	Next 2B	0.575		
	Over 4B	0.55		
Colorado Tax-Free Fund	First 500M	0.35		
	Next 500M	0.325	No changes	
	Next 2B	0.30		
	Next 2B	0.275		
	Over 5B	0.25		
Common Stock Fund	First 500M	0.75	First 500M	0.75
	Next 500M	0.70	Next 500M	0.70
	Next 2B	0.65	Next 1B	0.65
	Next 2B	0.625	Next 2B	0.625
	Over 5B	0.60	Over 4B	0.60
Conservative Allocation Fund		0.25		No changes
Core Equity Fund*	First 500M	0.65		
	Next 500M	0.625	No changes	
	Next 1B	0.60		
	Next 2B	0.575		
	Over 4B	0.55		
C&B Mid Cap Value Fund	First 500M	0.75	First 500M	0.70
	Next 500M	0.70	Next 500M	0.675
	Next 2B	0.65	Next 1B	0.65
	Next 2B	0.625	Next 2B	0.625
	Over 5B	0.60	Over 4B	0.60
C&B Large Cap Value Fund		0.00+/-		No changes
Disciplined Global Equity Fund*	First 500M	0.70		
	Next 500M	0.65	No changes	
	Next 1B	0.60		
	Next 2B	0.575		
	Over 4B	0.55		
Disciplined U.S. Core Fund*	First 1B	0.30		
	Next 4B	0.275	No changes	
	Over 5B	0.25		

</TABLE>

A-2

<TABLE>

<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Disciplined Value Fund*	First 500M	0.55			
	Next 500M	0.525	No changes		
	Next 1B	0.50			
	Next 2B	0.475			
	Over 4B	0.45			
Discovery Fund	First 500M	0.75	First 500M	0.75	
	Next 500M	0.70	Next 500M	0.70	
	Next 2B	0.65	Next 1B	0.65	
	Next 2B	0.625	Next 2B	0.625	

	Over 5B	0.60	Over 4B	0.60
Diversified Bond Fund(2)		0.25		No changes
Diversified Capital Builder*	First 500M	0.60		No changes
	Next 500M	0.55		
	Next 2B	0.50		
	Next 2B	0.475		
	Over 5B	0.45		
Diversified Equity Fund		0.25		No changes
Diversified Income Builder*	First 500M	0.50		No changes
	Next 500M	0.475		
	Next 2B	0.45		
	Next 2B	0.425		
	Over 5B	0.40		
Diversified International Fund (formerly, the International Equity Fund)	First 500M	0.95	First 500M	0.85
	Next 500M	0.90	Next 500M	0.80
	Next 2B	0.85	Next 1B	0.75
	Next 2B	0.825	Next 2B	0.725
	Over 5B	0.80	Over 4B	0.70
Diversified Small Cap Fund		0.25		No changes
Emerging Growth Fund		0.00+/-		No changes
Emerging Markets Equity Fund(3)	First 500M	1.10		
	Next 500M	1.05		No changes
	Next 2B	1.00		
	Next 2B	0.975		
	Over 5B	0.95		

</TABLE>

- (2) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Diversified Bond Fund into the Total Return Bond Fund. Subject to receipt of shareholder approval, the merger will become effective on July 9, 2010.
- (3) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Emerging Markets Equity Fund to the Emerging Markets Equity Fund II. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

A-3

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Emerging Markets Equity Fund II(4)	First 500M		1.10	No changes	
	Next 500M		1.05		
	Next 1B		1.00		
	Next 2B		0.975		
	Over 4B		0.950		

Endeavor Select Fund	First 500M	0.70	First 500M	0.65
	Next 500M	0.65	Next 500M	0.625
	Next 2B	0.60	Next 1B	0.60
	Next 2B	0.575	Next 2B	0.575
	Over 5B	0.55	Over 4B	0.55
Enterprise Fund	First 500M	0.75	First 500M	0.70
	Next 500M	0.70	Next 500M	0.675
	Next 2B	0.65	Next 1B	0.65
	Next 2B	0.625	Next 2B	0.625
	Over 5B	0.60	Over 4B	0.60
Equity Income Fund(5)		0.00+/-		No changes
Equity Value Fund		0.00+/-		No changes
Global Opportunities Fund*	First 500M	0.90		
	Next 500M	0.875		No changes
	Next 1B	0.85		
	Next 2B	0.825		
	Over 4B	0.80		
Government Money Market Fund		0.10		No changes
Government Securities Fund	First 500M	0.40		No changes
	Next 500M	0.375		
	Next 2B	0.35		
	Next 2B	0.325		
	Over 5B	0.30		
Growth Balanced Fund		0.25		No changes
Growth Equity Fund(6)		0.25		No changes

</TABLE>

- (4) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of the Emerging Markets Equity Fund II (shell fund) and the merger of the Emerging Markets Equity Fund into the shell fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. At that time, the shell fund will change its name to the Emerging Markets Equity Fund.
- (5) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Equity Income Fund to the Disciplined Value Fund. Upon shareholder approval, the merger will become effective July 16, 2010. In addition, for an interim period following shareholder approval, the Equity Income Fund will convert from a gateway feeder fund to a stand-alone fund. The advisory fees during this interim period of June 18, 2010 to July 16, 2010 will be: 0.70% on the first 500M; 0.65% on the next 500M; 0.60% on the next 2B; 0.575% on the next 2B; and 0.55% over 5B.
- (6) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Growth Equity Fund into the Diversified Equity Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

A-4

<TABLE>
<CAPTION>

FEE AS % OF AVG. DAILY

FEE AS % OF AVG. DAILY

WELLS FARGO FUNDS TRUST	NET ASSET VALUE			NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Growth Fund	First 500M		0.75	First 500M	0.75
	Next 500M		0.70	Next 500M	0.70
	Next 2B		0.65	Next 1B	0.65
	Next 2B		0.625	Next 2B	0.625
	Over 5B		0.60	Over 4B	0.60
Growth Opportunities Fund*	First 500M		0.75		
	Next 500M		0.70	No changes	
	Next 1B		0.65		
	Next 2B		0.625		
	Over 4B		0.60		
Health Care Fund*	First 500M		0.80		
	Next 500M		0.75	No changes	
	Next 1B		0.70		
	Next 2B		0.675		
	Over 4B		0.65		
Heritage Money Market Fund		0.10		No changes	
High Income Fund	First 500M		0.50		
	Next 500M		0.475	No changes	
	Next 2B		0.45		
	Next 2B		0.425		
	Over 5B		0.40		
High Yield Bond Fund*	First 500M		0.50		
	Next 500M		0.475	No changes	
	Next 2B		0.45		
	Next 2B		0.425		
	Over 5B		0.40		
Income Plus Fund	First 500M		0.50	First 500M	0.40
	Next 500M		0.475	Next 500M	0.375
	Next 2B		0.45	Next 2B	0.35
	Next 2B		0.425	Next 2B	0.325
	Over 5B		0.40	Over 5B	0.30
Index Asset Allocation Fund (formerly, the Asset Allocation Fund)	First 500M		0.65	First 500M	0.60
	Next 500M		0.60	Next 500M	0.55
	Next 2B		0.55	Next 2B	0.50
	Next 2B		0.525	Next 2B	0.475
	Over 5B		0.50	Over 5B	0.450
Index Fund		0.00+/-		No changes	
Inflation-Protected Bond Fund		0.00+/-		No changes	
Intermediate Tax/AMT Free Fund	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		

</TABLE>

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
International Bond Fund*	First 500M		0.55		
	Next 500M		0.525	No changes	
	Next 2B		0.50		
	Next 2B		0.475		
	Over 5B		0.45		
International Core Fund(7)	First 500M		0.95	First 500M	0.85
	Next 500M		0.90	Next 500M	0.80
	Next 2B		0.85	Next 1B	0.75
	Next 2B		0.825	Next 2B	0.725
	Over 5B		0.80	Over 4B	0.70
International Value Fund		0.00+/-		No changes	
Intrinsic Value Fund*	First 500M		0.65		
	Next 500M		0.625	No changes	
	Next 1B		0.60		
	Next 2B		0.575		
	Over 4B		0.55		
Intrinsic World Equity Fund*	First 500M		0.80		
	Next 500M		0.75	No changes	
	Next 1B		0.70		
	Next 2B		0.675		
	Over 4B		0.65		
Large Cap Appreciation Fund(8)		0.00+/-		No changes	
Large Cap Core Fund*	First 500M		0.65		
	Next 500M		0.625	No changes	
	Next 1B		0.60		
	Next 2B		0.575		
	Over 4B		0.55		
Large Cap Growth Fund	First 500M		0.70	First 500M	0.65
	Next 500M		0.65	Next 500M	0.625
	Next 2B		0.60	Next 1B	0.60
	Next 2B		0.575	Next 2B	0.575
	Over 5B		0.55	Over 4B	0.55

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- (7) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the name change of the International Core Fund to the International Equity Fund, effective July 16, 2010.
- (8) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Large Cap Appreciation Fund to the Capital Growth Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. In addition, for an interim period following shareholder approval, the Large Cap Appreciation Fund will convert from a gateway feeder fund to a stand-alone fund. The advisory fees during this interim period of June 18, 2010 to July 16, 2010 will be: 0.70 on the first 500M; 0.65% on the next 500M; 0.60% on the next 2B; 0.575% on the next 2B; and 0.55% over 5B.

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Large Company Core Fund(9)	First 500M		0.70		
	Next 500M		0.65	No changes	
	Next 2B		0.60		
	Next 2B		0.575		
	Over 5B		0.55		
Large Company Growth Fund(10)		0.00+/-		No changes	
Large Company Value Fund	First 500M		0.70	First 500M	0.65
	Next 500M		0.65	Next 500M	0.625
	Next 2B		0.60	Next 1B	0.60
	Next 2B		0.575	Next 2B	0.575
	Over 5B		0.55	Over 4B	0.55
Managed Account CoreBuilder Shares Series G		0.00		No changes	
Managed Account CoreBuilder Shares Series M		0.00		No changes	
Mid Cap Disciplined Fund(11)	First 500M		0.75	First 500M	0.70
	Next 500M		0.70	Next 500M	0.675
	Next 2B		0.65	Next 1B	0.65
	Next 2B		0.625	Next 2B	0.625
	Over 5B		0.60	Over 4B	0.60
Mid Cap Growth Fund	First 500M		0.75	First 500M	0.70
	Next 500M		0.70	Next 500M	0.675
	Next 2B		0.65	Next 1B	0.65
	Next 2B		0.625	Next 2B	0.625
	Over 5B		0.60	Over 4B	0.60
Minnesota Money Market Fund	First 1B		0.30	First 1B	0.30
	Next 4B		0.275	Next 4B	0.275
	Over 5B		0.25	Next 10B	0.25
				Next 10B	0.225
				Over 25B	0.20

</TABLE>

- (9) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Large Company Core Fund into the Large Cap Core Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
- (10) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Large Company Growth Fund to the Premier Large Company Growth Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. In addition, for an interim period following shareholder approval, the Large Company Growth Fund will convert from a gateway feeder fund to a stand-alone fund. The advisory fees during this interim period of June 18, 2010 to July 16, 2010 will be: 0.70% on the first 500M; 0.65% on the next 500M; 0.60% on the next 2B; 0.575% on the next 2B; and 0.55% over 5B.

(11) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the name change of the Mid Cap Disciplined Fund to the Special Mid Cap Value Fund effective July 16, 2010.

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Minnesota Tax-Free Fund	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		
Moderate Balanced Fund		0.25		No changes	
Money Market Fund	First 1B		0.30	First 1B	0.30
	Next 4B		0.275	Next 4B	0.275
	Over 5B		0.25	Next 10B	0.25
				Next 10B	0.225
				Over 25B	0.20
Money Market Trust		0.00		No changes	
Municipal Bond Fund	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		
Municipal Cash Management Money Market Fund*		0.10		No changes	
Municipal Money Market Fund	First 1B		0.30	First 1B	0.30
	Next 4B		0.275	Next 4B	0.275
	Over 5B		0.25	Next 10B	0.25
				Next 10B	0.225
				Over 25B	0.20
National Tax-Free Money Market Fund		0.10		No changes	
National Tax-Free Money Market Trust		0.00		No changes	
New Jersey Municipal Money Market Fund*	First 1B		0.30		
	Next 4B		0.275	No changes	
	Over 5B		0.25		
New York Municipal Money Market Fund*	First 1B		0.30		
	Next 4B		0.275	No changes	
	Over 5B		0.25		
North Carolina Tax-Free Fund*	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		

Omega Growth Fund*	First 500M	0.75	
	Next 500M	0.70	No changes
	Next 1B	0.65	
	Next 2B	0.625	
	Over 4B	0.60	

</TABLE>

A-8

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Opportunity Fund	First 500M	0.75	0.75	First 500M	0.70
	Next 500M	0.70	0.70	Next 500M	0.675
	Next 2B	0.65	0.65	Next 1B	0.65
	Next 2B	0.625	0.625	Next 2B	0.625
	Over 5B	0.60	0.60	Over 4B	0.60
Overland Express Sweep Fund(12)	First 1B	0.30	0.30	First 1B	0.30
	Next 4B	0.275	0.275	Next 4B	0.275
	Over 5B	0.25	0.25	Next 10B	0.25
				Next 10B	0.225
				Over 25B	0.20
Pennsylvania Municipal Money Market Fund*	First 1B	0.30	0.30		
	Next 4B	0.275	0.275	No changes	
	Over 5B	0.25	0.25		
Pennsylvania Tax-Free Fund*	First 500M	0.35	0.35		
	Next 500M	0.325	0.325	No changes	
	Next 2B	0.30	0.30		
	Next 2B	0.275	0.275		
	Over 5B	0.25	0.25		
Precious Metals Fund*	First 500M	0.60	0.60		
	Next 500M	0.55	0.55	No changes	
	Next 1B	0.50	0.50		
	Next 2B	0.475	0.475		
	Over 4B	0.45	0.45		
Premier Large Company Growth Fund*	First 500M	0.65	0.65		
	Next 500M	0.625	0.625	No changes	
	Next 1B	0.60	0.60		
	Next 2B	0.575	0.575		
	Over 4B	0.55	0.55		
Prime Investment Money Market Fund		0.10	0.10		No changes
Short Duration Government Bond Fund	First 500M	0.40	0.40		
	Next 500M	0.375	0.375	No changes	
	Next 2B	0.35	0.35		
	Next 2B	0.325	0.325		
	Over 5B	0.30	0.30		
Short-Term Bond Fund	First 500M	0.40	0.40		
	Next 500M	0.375	0.375	No changes	

Next 2B	0.35
Next 2B	0.325
Over 5B	0.30

</TABLE>

(12) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Overland Express Sweep Fund into the Money Market Fund effective July 9, 2010.

A-9

<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Short-Term High Yield Bond Fund	First 500M		0.50		
	Next 500M		0.475	No changes	
	Next 2B		0.45		
	Next 2B		0.425		
	Over 5B		0.40		
Short-Term Municipal Bond Fund	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		
Small Cap Disciplined Fund(13)	First 500M		0.85	First 500M	0.80
	Next 500M		0.825	Next 500M	0.775
	Next 1B		0.80	Next 1B	0.75
	Next 1B		0.775	Next 1B	0.725
	Over 3B		0.75	Over 3B	0.70
Small Cap Growth Fund	First 500M		0.85	First 500M	0.80
	Next 500M		0.825	Next 500M	0.775
	Next 1B		0.80	Next 1B	0.75
	Next 1B		0.775	Next 1B	0.725
	Over 3B		0.75	Over 3B	0.70
Small Cap Opportunities Fund	First 500M		0.85	First 500M	0.80
	Next 500M		0.825	Next 500M	0.775
	Next 1B		0.80	Next 1B	0.75
	Next 1B		0.775	Next 1B	0.725
	Over 3B		0.75	Over 3B	0.70
Small Cap Value Fund	First 500M		0.85	First 500M	0.80
	Next 500M		0.825	Next 500M	0.775
	Next 1B		0.80	Next 1B	0.75
	Next 1B		0.775	Next 1B	0.725
	Over 3B		0.75	Over 3B	0.70
Small Company Growth Fund		0.00+/-		No changes	
Small Company Value Fund		0.00+/-		No changes	
Small/Mid Cap Core Fund*	First 500M		0.75		
	Next 500M		0.70	No changes	

Next 1B	0.65
Next 2B	0.625
Over 4B	0.60

</TABLE>

(13) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved a sub-adviser change and name change to the Small Cap Disciplined Fund. Subject to receipt of shareholder approval of the new sub-adviser, the fund name will change to the Intrinsic Small Cap Value Fund, effective June 1, 2010.

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Small/Mid Cap Value Fund	First 500M		0.85	First 500M	0.75
	Next 500M		0.825	Next 500M	0.70
	Next 1B		0.80	Next 1B	0.65
	Next 1B		0.775	Next 2B	0.625
	Over 3B		0.75	Over 4B	0.60
Social Sustainability Fund	First 500M		0.70	First 500M	0.65
	Next 500M		0.65	Next 500M	0.625
	Next 2B		0.60	Next 1B	0.60
	Next 2B		0.575	Next 2B	0.575
	Over 5B		0.55	Over 4B	0.55
Special Small Cap Value Fund*	First 500M		0.80		
	Next 500M		0.775	No changes	
	Next 1B		0.75		
	Next 1B		0.725		
	Over 3B		0.70		
Specialized Financial Services Fund(14)	First 500M		0.95	First 500M	0.95
	Next 500M		0.90	Next 500M	0.90
	Next 2B		0.85	Next 1B	0.85
	Next 2B		0.825	Next 2B	0.825
	Over 5B		0.80	Over 4B	0.80
Specialized Technology Fund	First 500M		1.05	First 500M	1.05
	Next 500M		1.00	Next 500M	1.00
	Next 2B		0.95	Next 1B	0.95
	Next 2B		0.925	Next 2B	0.925
	Over 5B		0.90	Over 4B	0.90
Stable Income Fund(15)		0.00+/-		No changes	
Strategic Income Fund(16)	First 500M		0.50		
	Next 500M		0.475	No changes	
	Next 2B		0.45		
	Next 2B		0.425		
	Over 5B		0.40		

</TABLE>

- (14) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Specialized Financial Services Fund into the Classic Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
- (15) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Stable Income Fund to the Ultra Short-Term Income Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. In addition, for an interim period following shareholder approval, the Stable Income Fund will convert from a gateway feeder fund to a stand-alone fund. The advisory fees during this interim period of June 18, 2010 to July 16, 2010 will be: 0.40% on the first 500M; 0.375% on the next 500M; 0.35% on the next 2B; 0.325% on the next 2B; and 0.30% over 5B.
- (16) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Strategic Income Fund into the High Income Fund. Subject to receipt of shareholder approval, the merger will become effective on July 9, 2010.

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Strategic Large Cap Growth Fund*	First 500M		0.65		
	Next 500M		0.625	No changes	
	Next 1B		0.60		
	Next 2B		0.575		
	Over 4B		0.55		
Strategic Municipal Bond Fund*	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		
Target Today Fund	First 500M		0.25%		
	Next 500M		0.23%	No changes	
	Next 2B		0.21%		
	Over 3B		0.19%		
Target 2010 Fund	First 500M		0.25%		
	Next 500M		0.23%	No changes	
	Next 2B		0.21%		
	Over 3B		0.19%		
Target 2015 Fund	First 500M		0.25%		
	Next 500M		0.23%	No changes	
	Next 2B		0.21%		
	Over 3B		0.19%		
Target 2020 Fund	First 500M		0.25%		
	Next 500M		0.23%	No changes	
	Next 2B		0.21%		
	Over 3B		0.19%		

Target 2025 Fund	First 500M	0.25%	No changes
	Next 500M	0.23%	
	Next 2B	0.21%	
	Over 3B	0.19%	
Target 2030 Fund	First 500M	0.25%	No changes
	Next 500M	0.23%	
	Next 2B	0.21%	
	Over 3B	0.19%	
Target 2035 Fund	First 500M	0.25%	No changes
	Next 500M	0.23%	
	Next 2B	0.21%	
	Over 3B	0.19%	
Target 2040 Fund	First 500M	0.25%	No changes
	Next 500M	0.23%	
	Next 2B	0.21%	
	Over 3B	0.19%	

</TABLE>

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
Target 2045 Fund	First 500M		0.25%	No changes	
	Next 500M		0.23%		
	Next 2B		0.21%		
	Over 3B		0.19%		
Target 2050 Fund	First 500M		0.25%	No changes	
	Next 500M		0.23%		
	Next 2B		0.21%		
	Over 3B		0.19%		
Traditional Small Cap Growth Fund*	First 500M		0.80	No changes	
	Next 500M		0.775		
	Next 1B		0.75		
	Next 1B		0.725		
	Over 3B		0.70		
Total Return Bond Fund		0.00+/-		No changes	
Treasury Plus Money Market Fund		0.10		No changes	
Utility & Telecommunications Fund*	First 500M		0.60	No changes	
	Next 500M		0.55		
	Next 1B		0.50		
	Next 2B		0.475		
	Over 4B		0.45		
Ultra Short-Term Income Fund	First 500M		0.40	No changes	
	Next 500M		0.375		
	Next 2B		0.35		
	Next 2B		0.325		

	Over 5B	0.30	
Ultra Short-Term Municipal Income Fund	First 500M	0.35	
	Next 500M	0.325	No changes
	Next 2B	0.30	
	Next 2B	0.275	
	Over 5B	0.25	
U.S. Value Fund(17)	First 500M	0.70	
	Next 500M	0.65	No changes
	Next 2B	0.60	
	Next 2B	0.575	
	Over 5B	0.55	
WealthBuilder Conservative Allocation Portfolio	First 1B	0.20	
	Next 4B	0.175	No changes
	Over 5B	0.15	

</TABLE>

(17) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the U.S. Value Fund to the Disciplined Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

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<TABLE>
<CAPTION>

WELLS FARGO FUNDS TRUST	FEE AS % OF AVG. DAILY NET ASSET VALUE			FEE AS % OF AVG. DAILY NET ASSET VALUE	
	CURRENT			AS OF JULY 9, 2010+	
<S>	<C>	<C>	<C>	<C>	<C>
WealthBuilder Equity Portfolio	First 1B		0.20		
	Next 4B		0.175	No changes	
	Over 5B		0.15		
WealthBuilder Growth Allocation Portfolio	First 1B		0.20		
	Next 4B		0.175	No changes	
	Over 5B		0.15		
WealthBuilder Growth Balanced Portfolio	First 1B		0.20		
	Next 4B		0.175	No changes	
	Over 5B		0.15		
WealthBuilder Moderate Balanced Portfolio	First 1B		0.20		
	Next 4B		0.175	No changes	
	Over 5B		0.15		
WealthBuilder Tactical Equity Portfolio	First 1B		0.20		
	Next 4B		0.175	No changes	
	Over 5B		0.15		
Wisconsin Tax-Free Fund	First 500M		0.35		
	Next 500M		0.325	No changes	
	Next 2B		0.30		
	Next 2B		0.275		
	Over 5B		0.25		
100% Treasury Money Market Fund	First 1B		0.30	First 1B	0.30

Next 4B	0.275	Next 4B	0.275
Over 5B	0.25	Next 10B	0.25
		Next 10B	0.225
		Over 25B	0.20

</TABLE>

Most recent annual approval by the Board of Trustees: March 27, 2009

Schedule A amended: March 1, 2010

+/- As long as the Fund invests all (or substantially all) of its assets in a single, registered, open-end management investment company in accordance with Section 12(d)(1)(E) under the 1940 Act, the Fund does not pay Funds Management an investment advisory fee. At the time the Fund invests some of its assets in two or more registered, open-end management investment companies in accordance with Section 12(d)(1)(G) under the 1940 Act, the Fund shall pay Funds Management an investment advisory fee of 0.25% for asset allocation services.

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The foregoing fee schedule is agreed to as of March 1, 2010 and shall remain in effect until changed in writing by the parties.

WELLS FARGO FUNDS TRUST

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

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INVESTMENT SUB-ADVISORY AGREEMENT
AMONG WELLS FARGO FUNDS TRUST,
WELLS FARGO FUNDS MANAGEMENT, LLC AND
WELLS CAPITAL MANAGEMENT INCORPORATED

This AGREEMENT is made as of this 1st day of March 2001, between Wells Fargo Funds Trust (the "Trust"), a business trust organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94163, Wells Fargo Funds Management, LLC (the "Adviser"), a limited liability company organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94163, and Wells Capital Management Incorporated, a corporation organized under the laws of the State of California, with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94163 (the "Sub-Adviser").

WHEREAS, the Trust is registered under the Investment Company Act of 1940, as amended, (the "1940 Act") as an open-end, series management investment company; and

WHEREAS, the Trust and the Adviser desire that the Sub-Adviser perform investment advisory services for each of the series of the Trust listed in Appendix A hereto as it may be amended from time to time (each a "Fund" and collectively the "Funds"), and the Sub-Adviser is willing to perform those services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Trust, the Adviser and Sub-Adviser agrees as follows:

SECTION 1. THE TRUST; DELIVERY OF DOCUMENTS. The Trust is engaged in the business of investing and reinvesting its assets in securities of the type and in accordance with the limitations specified in its Declaration of Trust, as amended or supplemented from time to time, By-Laws (if any) and Registration Statement filed with the Securities and Exchange Commission (the "Commission") under the 1940 Act and the Securities Act of 1933 (the "Securities Act"), including any representations made in the prospectus and statement of additional information relating to the Funds contained therein and as may be supplemented from time to time, all in such manner and to such extent as may from time to time be authorized by the Trust's Board of Trustees (the "Board"). The Board is authorized to issue any unissued shares in any number of additional classes or series. The Trust has delivered copies of the documents listed in this Section to the Sub-Adviser and will from time to time furnish the Sub-Adviser with any amendments thereof.

SECTION 2. APPOINTMENT OF SUB-ADVISER. Subject to the direction and control of the Board, the Adviser manages the investment and reinvestment of the assets

of the Funds and provides for certain management and services as specified in the Investment Advisory Agreement between the Trust and the Adviser with respect to the Funds.

Subject to the direction and control of the Board, the Sub-Adviser shall manage the investment and reinvestment of the assets of the Funds, and without limiting the generality of the foregoing, shall provide the management and other services specified below, all in such manner and to such extent as may be directed from time to time by the Adviser.

SECTION 3. DUTIES OF THE SUB-ADVISER.

(a) The Sub-Adviser shall make decisions with respect to all purchases and sales of securities and other investment assets for the Funds. To carry out such decisions, the Sub-Adviser is hereby authorized, as agent and attorney-in-fact for the Trust, for the account of, at the risk of and in the name of the Trust, to place orders and issue instructions with respect to those transactions of the Funds. In all purchases, sales and other transactions in securities for the Funds, the Sub-Adviser is authorized to exercise full discretion and act for the Trust in the same manner and with the same force and effect as the Trust might or could do with respect to such purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

(b) The Sub-Adviser will report to the Board at each regular meeting thereof all material changes in the Funds since the prior report, and will also keep the Board informed of important developments affecting the Trust, the Funds and the Sub-Adviser, and on its own initiative will furnish the Board from time to time with such information as the Sub-Adviser may believe appropriate, whether concerning the individual companies whose securities are held by a Fund, the industries in which they engage, or the economic, social or political conditions prevailing in each country in which the Fund maintains investments. The Sub-Adviser will also furnish the Board with such statistical and analytical information with respect to securities in the Funds as the Sub-Adviser may believe appropriate or as the Board reasonably may request. In making purchases and sales of securities for the Funds, the Sub-Adviser will comply with the policies set from time to time by the Board as well as the limitations imposed by the Trust's Declaration of Trust, as amended from time to time, By-Laws (if any), Registration Statement under the Act and the Securities Act, the limitations in the Act and in the Internal Revenue Code of 1986, as amended applicable to the Trust and the investment objectives, policies and restrictions of the Funds.

(c) The Sub-Adviser may from time to time employ or associate with such persons as the Sub-Adviser believes to be appropriate or necessary to assist in the execution of the Sub-Adviser's duties hereunder, the cost of performance of such duties to be borne and paid by the Sub-Adviser. No obligation may be imposed on the Trust in any such respect.

(d) The Sub-Adviser shall maintain records relating to portfolio transactions and the placing and allocation of brokerage orders as are required to be maintained by the Trust under the Act. The Sub-Adviser shall prepare and maintain, or cause to be prepared and maintained, in such form, for such periods and in such locations as may be required by applicable law, all documents and records relating to the services provided by the Sub-Adviser pursuant to this Agreement required to be prepared and maintained by the Trust pursuant to the rules and regulations of any national, state, or local government entity with jurisdiction over the Trust, including the Securities and Exchange Commission and the Internal Revenue Service. The books and records pertaining to the Trust which are in possession of the Sub-Adviser shall be the property of the Trust. The Trust, or the Trust's authorized representatives (including the Adviser), shall have access to such books and records at all times during the Sub-Adviser's normal business hours. Upon the reasonable request of the Trust, copies of any such books and records shall be provided promptly by the Sub-Adviser to the Trust or the Trust's authorized representatives.

SECTION 4. CONTROL BY BOARD. As is the case with respect to the Adviser under the Investment Advisory Agreement, any investment activities undertaken by the Sub-Adviser pursuant to this Agreement, as well as any other activities undertaken by the Sub-Adviser on behalf of the Funds, shall at all times be subject to the direction and control the Trust's Board.

SECTION 5. COMPLIANCE WITH APPLICABLE REQUIREMENTS. In carrying out its obligations under this Agreement, the Sub-Adviser shall at all times comply with:

(a) all applicable provisions of the 1940 Act, and any rules and regulations adopted thereunder;

(b) the provisions of the registration statement of the Trust, as it may be amended or supplemented from time to time, under the Securities Act and the 1940 Act;

(c) the provisions of the Declaration of Trust of the Trust, as it may be amended or supplemented from time to time;

(d) the provisions of any By-laws of the Trust, if adopted and as it may be amended from time to time, or resolutions of the Board as may be adopted from time to time;

(e) the provisions of the Internal Revenue Code of 1986, as amended, applicable to the Trust or the Funds;

(f) any other applicable provisions of state or federal law; and

In addition, any code of ethics adopted by the Sub-Adviser must comply with

Rule 17j-1 under the 1940 Act, as it may be amended from time to time, and any broadly accepted industry practices, if requested by the Trust or the Adviser.

SECTION 6. BROKER-DEALER RELATIONSHIPS. The Sub-Adviser is responsible for the purchase and sale of securities for the Funds, broker-dealer selection, and negotiation of brokerage commission rates. The Sub-Adviser's primary consideration in effecting a security transaction will be to obtain the best price and execution. In selecting a broker-dealer to execute each particular transaction for a Fund, the Sub-Adviser will take the following into consideration: the best net price available, the reliability, integrity and financial condition of the broker-dealer; the size of and difficulty in executing the order; and the value of the expected contribution of the broker-dealer to the Fund on a continuing basis. Accordingly, the price to the Fund in any transaction may be less favorable than that available from another broker-dealer if the difference is reasonably justified by other aspects of the portfolio execution services offered. Subject to such policies as the Trust's Board of Trustees may from time to time determine, the Sub-Adviser shall not be deemed to have acted unlawfully or to have breached any duty created by this Agreement or otherwise solely by reason of having caused a Fund to pay a broker or dealer that provides brokerage and research services to the Sub-Adviser an amount of commission for effecting a portfolio investment transaction in excess of the amount of commission another broker or dealer would have charged for effecting that transaction, if the Sub-Adviser determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker or dealer, viewed in terms of either that particular transaction or the overall responsibilities of the Sub-Adviser with respect to the Fund and to other clients of the Sub-Adviser. The Sub-Adviser is further authorized to allocate the orders placed by it on behalf of the Funds to brokers and dealers who also provide research or statistical material, or other services to the Funds or to the Sub-Adviser. Such allocation shall be in such amounts and proportions as the Sub-Adviser shall determine and the Sub-Adviser will report on said allocations regularly to the Board of Trustees of the Trust indicating the brokers to whom such allocations have been made and the basis therefor.

SECTION 7. EXPENSES OF THE FUND. All of the ordinary business expenses incurred in the operations of the Funds and the offering of their shares shall be borne by the Funds unless specifically provided otherwise in this Agreement. These expenses borne by the Trust include, but are not limited to, brokerage commissions, taxes, legal, auditing or governmental fees, the cost of preparing share certificates, custodian, transfer agent and shareholder service agent costs, expense of issue, sale, redemption and repurchase of shares, expenses of registering and qualifying shares for sale, expenses relating to trustees and shareholder meetings, the cost of preparing and distributing reports and notices to shareholders, the fees and other expenses incurred by the Funds in connection with membership in investment company organizations and the cost of printing

copies of prospectuses and statements of additional information distributed to the Funds' shareholders.

SECTION 8. COMPENSATION. As compensation for the sub-advisory services provided under this Agreement, the Adviser shall pay the Sub-Adviser fees, payable monthly, the annual rates indicated on Schedule A hereto, as such Schedule may be amended or supplemented from time to time. It is understood that the Adviser shall be

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responsible for the Sub-Adviser's fee for its services hereunder, and the Sub-Adviser agrees that it shall have no claim against the Trust or the Funds with respect to compensation under this Agreement.

SECTION 9. STANDARD OF CARE. The Trust and Adviser shall expect of the Sub-Adviser, and the Sub-Adviser will give the Trust and the Adviser the benefit of, the Sub-Adviser's best judgment and efforts in rendering its services to the Trust, and as an inducement to the Sub-Adviser's undertaking these services at the compensation level specified, the Sub-Adviser shall not be liable hereunder for any mistake in judgment. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees or agents, the Sub-Adviser shall not be subject to liability to the Trust or to any shareholders in the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security.

SECTION 10. NON-EXCLUSIVITY. The services of the Sub-Adviser to the Adviser and the Trust are not to be deemed to be exclusive, and the Sub-Adviser shall be free to render investment advisory and administrative or other services to others (including other investment companies) and to engage in other activities. It is understood and agreed that officers or directors of the Sub-Adviser are not prohibited from engaging in any other business activity or from rendering services to any other person, or from serving as partners, officers, directors or trustees of any other firm or trust, including other investment advisory companies.

SECTION 11. RECORDS. The Sub-Adviser shall, with respect to orders the Sub-Adviser places for the purchase and sale of portfolio securities of the Funds, maintain or arrange for the maintenance of the documents and records required pursuant to Rule 31a-1 under the 1940 Act as well as trade tickets and confirmations of portfolio trades and such other records as the Adviser or the Funds' Administrator reasonably requests to be maintained. All such records shall be maintained in a form acceptable to the Funds and in compliance with the provisions of Rule 31a-1 or any successor rule. All such records will be the property of the Funds, and will be available for inspection and use by the Funds and their authorized representatives (including the Adviser). The Sub-Adviser

shall promptly, upon the Trust's request, surrender to the Funds those records which are the property of the Trust or any Fund. The Sub-Adviser will promptly notify the Funds' Administrator if it experiences any difficulty in maintaining the records in an accurate and complete manner.

SECTION 12. TERM AND APPROVAL. This Agreement shall become effective with respect to a Fund after it is approved in accordance with the express requirements of the 1940 Act, and executed by the Trust, Adviser and Sub-Adviser and shall thereafter continue from year to year, provided that the continuation of the Agreement is approved in accordance with the requirements of the 1940 Act, which currently requires that the continuation be approved at least annually:

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(a) (i) by the Trust's Board of Trustees or (ii) by the vote of "a majority of the outstanding voting securities" of the Fund (as defined in Section 2(a)(42) of the 1940 Act), and

(b) by the affirmative vote of a majority of the Trust's Trustees who are not parties to this Agreement or "interested persons" (as defined in the 1940 Act) of a party to this Agreement (other than as Trustees of the Trust), by votes cast in person at a meeting specifically called for such purpose.

SECTION 13. TERMINATION. As required under the 1940 Act, this Agreement may be terminated with respect to a Fund at any time, without the payment of any penalty, by vote of the Trust's Board of Trustees or by vote of a majority of a Fund's outstanding voting securities, or by the Adviser or Sub-Adviser, on sixty (60) days written notice to the other party. The notice provided for herein may be waived by the party entitled to receipt thereof. This Agreement shall automatically terminate in the event of its assignment, the term "assignment" for purposes of this paragraph having the meaning defined in Section 2(a)(4) of the 1940 Act, as it may be interpreted by the Commission or its staff in interpretive releases, or applied by the Commission staff in no-action letters, issued under the 1940 Act.

SECTION 14. INDEMNIFICATION BY THE SUB-ADVISER. The Trust shall not be responsible for, and the Sub-Adviser shall indemnify and hold the Trust or any Fund of the Trust harmless from and against, any and all losses, damages, costs, charges, counsel fees, payments, expenses and liability arising out of or attributable to the willful misfeasance, bad faith, negligent acts or reckless disregard of obligations or duties of the Sub-Adviser or any of its officers, directors, employees or agents.

SECTION 15. INDEMNIFICATION BY THE TRUST. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees or agents, the Trust hereby agrees to indemnify and hold harmless the Sub-Adviser

against all claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission, board, bureau, agency or instrumentality of any kind, arising from the advertising, solicitation, sale, purchase or pledge of securities, whether of the Funds or other securities, undertaken by the Funds, their officers, directors, employees or affiliates, resulting from any violations of the securities laws, rules, regulations, statutes and codes, whether federal or of any state, by the Funds, their officers, directors, employees or affiliates. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall constitute a waiver or limitation of any rights which a Fund may have and which may not be waived under any applicable federal and state securities laws.

SECTION 16. NOTICES. Any notices under this Agreement shall be in writing, addressed and delivered or mailed postage paid to the other party at such address as such other party may designate for the receipt of such notice. Until further notice to the other party, it is agreed that the address of the Trust shall be 525 Market Street, 12th Floor, San

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Francisco, California 94163, Attention Michael J. Hogan, and that of the Adviser shall be 525 Market Street, 12th Floor, San Francisco, California 94163, Attention: Michael J. Hogan, and that of the Sub-Adviser shall be 525 Market Street, 10th Floor, San Francisco, California 94163, Attention: J. Mari Casas.

SECTION 17. QUESTIONS OF INTERPRETATION. Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the 1940 Act shall be resolved by reference to such terms or provision of the 1940 Act and to interpretations thereof, if any, by the United States Courts or in the absence of any controlling decision of any such court, by rules, regulations or orders of the Commission, or interpretations of the Commission or its staff, or Commission staff no-action letters, issued pursuant to the 1940 Act. In addition, where the effect of a requirement of the 1940 Act or the Advisers Act reflected in any provision of this Agreement is revised by rule, regulation or order of the Commission, such provision shall be deemed to incorporate the effect of such rule, regulation or order. The duties and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

SECTION 18. AMENDMENT. This Agreement supersedes the sub-advisory agreement among Wells Fargo Funds Trust, Wells Fargo Bank, N.A. and Wells Fargo Capital Management Incorporated dated November 8, 1999, as approved by the Board of Trustees on March 26, 1999 as amended October 28, 1999, May 9, 2000 and July 25, 2000. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. If shareholder approval of an amendment is required under the 1940 Act,

no such amendment shall become effective until approved by a vote of the majority of the outstanding shares of the affected Funds. Otherwise, a written amendment of this Agreement is effective upon the approval of the Board of Trustees, the Adviser and the Sub-Adviser.

SECTION 19. WELLS FARGO NAME. The Sub-Adviser and the Trust each agree that the name "Wells Fargo," which comprises a component of the Trust's name, is a property right of the parent of the Adviser. The Trust agrees and consents that: (i) it will use the words "Wells Fargo" as a component of its corporate name, the name of any series or class, or all of the above, and for no other purpose; (ii) it will not grant to any third party the right to use the name "Wells Fargo" for any purpose; (iii) the Adviser or any corporate affiliate of the Adviser may use or grant to others the right to use the words "Wells Fargo," or any combination or abbreviation thereof, as all or a portion of a corporate or business name or for any commercial purpose, other than a grant of such right to another registered investment company not advised by the Adviser or one of its affiliates; and (iv) in the event that the Adviser or an affiliate thereof is no longer acting as investment adviser to any Fund or class of a Fund, the Trust shall, upon request by the Adviser, promptly take such action as may be necessary to change its corporate name to one not containing the words "Wells Fargo" and following such change, shall not use the words "Wells Fargo," or any combination thereof, as a part of its corporate name or for any other commercial purpose, and shall use its best efforts to cause its trustees, officers

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and shareholders to take any and all actions that the Adviser may request to effect the foregoing and to reconvey to the Adviser any and all rights to such words.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officers on the day and year first written above.

WELLS FARGO FUNDS TRUST
on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Vice President

WELLS CAPITAL MANAGEMENT INCORPORATED

By:

J. Mari Casas
Chief Operating Officer

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APPENDIX A

WELLS CAPITAL MANAGEMENT INCORPORATED
INVESTMENT SUB-ADVISORY AGREEMENT

WELLS FARGO FUNDS TRUST

Adjustable Rate Government Fund*
Aggressive Allocation Fund(1)
Asia Pacific Fund
California Limited-Term Tax-Free Fund
California Tax-Free Fund
California Municipal Money Market Fund
California Municipal Money Market Trust
Capital Growth Fund
Cash Investment Money Market Fund
Classic Value Fund*
Colorado Tax-Free Fund
Common Stock Fund
Conservative Allocation Fund
Core Equity Fund*
Disciplined Global Equity Fund*
Disciplined U.S. Core Fund*
Disciplined Value Fund*
Discovery Fund
Diversified Capital Builder Fund*
Diversified Income Builder Fund*
Emerging Markets Equity Fund(2)
Emerging Markets Equity Fund II(3)
Endeavor Select Fund
Enterprise Fund
Equity Income Fund(4)
Global Opportunities Fund*

-
- * In connection with the reorganization with the Evergreen family of funds, on December 18, 2009 and January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of new Wells Fargo Advantage shell funds to become effective on July 9, 2010 (fixed income and money markets) and July 16, 2010 (equity and international funds).
- (1) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Aggressive Allocation Fund into the Growth Balanced Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
 - (2) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Emerging Markets Equity Fund to the Emerging Markets Equity Fund II. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
 - (3) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of the Emerging Markets Equity Fund II (shell fund) and the merger of the Emerging Markets Equity Fund into the shell fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. At that time, the shell fund will change its name to the Emerging Markets Equity Fund.
 - (4) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Equity Income Fund to the Disciplined Value Fund. Upon shareholder approval, the merger will become effective July 16, 2010.

Government Money Market Fund
Government Securities Fund
Growth Balanced Fund
Growth Fund
Growth Opportunities Fund*
Health Care Fund*
Heritage Money Market Fund
High Income Fund
High Yield Bond Fund*
Income Plus Fund
Index Asset Allocation Fund (formerly, the Asset Allocation Fund)
Intermediate Tax/AMT-Free Fund
Large Cap Growth Fund
Managed Account CoreBuilder Shares Series G
Managed Account CoreBuilder Shares Series M
Mid Cap Disciplined Fund(5)

Mid Cap Growth Fund
 Minnesota Money Market Fund
 Minnesota Tax-Free Fund
 Moderate Balanced Fund
 Money Market Fund
 Money Market Trust
 Municipal Bond Fund
 Municipal Cash Management Money Market Fund*
 Municipal Money Market Fund
 National Tax-Free Money Market Fund
 National Tax-Free Money Market Trust
 New Jersey Municipal Money Market Fund*
 New York Municipal Money Market Fund*
 North Carolina Tax-Free Fund*
 Omega Growth Fund*
 Opportunity Fund
 Overland Express Sweep Fund(6)
 Pennsylvania Municipal Money Market Fund*
 Pennsylvania Tax-Free Fund*
 Precious Metals Fund*
 Premier Large Company Growth Fund*
 Prime Investment Money Market Fund
 Short Duration Government Bond Fund
 Short-Term Bond Fund
 Short-Term High Yield Bond Fund
 Short-Term Municipal Bond Fund

-
- (5) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the name change of the Mid Cap Disciplined Fund to the Special Mid Cap Value Fund effective July 16, 2010.
- (6) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Overland Express Sweep Fund into the Money Market Fund effective July 9, 2010.

Small Cap Disciplined Fund(7)
 Small Cap Growth Fund
 Small Cap Value Fund
 Small Mid/Cap Value Fund
 Specialized Financial Services Fund(8)
 Special Small Cap Value Fund*
 Strategic Income Fund(9)
 Strategic Large Cap Growth Fund*
 Strategic Municipal Bond Fund*
 Traditional Small Cap Growth Fund*
 Treasury Plus Money Market Fund

Ultra Short-Term Income Fund
Ultra Short-Term Municipal Income Fund
U.S. Value Fund(10)
WealthBuilder Conservative Allocation Portfolio
WealthBuilder Equity Portfolio
WealthBuilder Growth Allocation
WealthBuilder Growth Balanced Portfolio
WealthBuilder Moderate Balanced Portfolio
WealthBuilder Tactical Equity Portfolio
Wisconsin Tax-Free Fund
100% Treasury Money Market Fund

Most recent annual approval by the Board of Trustees: March 27, 2009
Appendix A amended: March 1, 2010

- (7) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved a sub-adviser change and name change to the Small Cap Disciplined Fund. Subject to receipt of shareholder approval of the new sub-adviser, the fund name will change to the Intrinsic Small Cap Value Fund, effective June 1, 2010.
- (8) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Specialized Financial Services Fund into the Classic Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
- (9) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Strategic Income Fund into the High Income Fund. Subject to receipt of shareholder approval, the merger will become effective on July 9, 2010.
- (10) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the U.S. Value Fund to the Disciplined Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

11

SCHEDULE A

WELLS CAPITAL MANAGEMENT INCORPORATED
INVESTMENT SUB-ADVISORY AGREEMENT

FEE AGREEMENT
WELLS FARGO FUNDS TRUST

This fee agreement is made as of the 27th day of March, 2009, by and

between Wells Fargo Funds Management, LLC (the "Adviser") and Wells Capital Management Incorporated (the "Sub-Adviser"); and

WHEREAS, the parties and Wells Fargo Funds Trust (the "Trust") have entered into an Investment Sub-Advisory Agreement ("Sub-Advisory Agreement") whereby the Sub-Adviser provides investment management advice to each series of the Trust as listed in Appendix A to the Sub-Advisory Agreement (each a "Fund" and collectively the "Funds").

WHEREAS, the Sub-Advisory Agreement provides that the fees to be paid to the Sub-Adviser are to be as agreed upon in writing by the parties.

NOW THEREFORE, the parties agree that the fees to be paid to the Sub-Adviser under the Sub-Advisory Agreement shall be calculated as follows on a monthly basis by applying the annual rates described in this Schedule A to Appendix A for each Fund listed in Appendix A.

The Sub-Adviser shall receive a fee as described in this Schedule A to Appendix A of the assets of the Aggressive Allocation Fund, Conservative Allocation Fund, Growth Balanced Fund and Moderate Balanced Fund and from each WealthBuilder Portfolio for providing services with respect to which Master Trust Portfolios (or, in the case of the WealthBuilder Portfolios, other unaffiliated funds) these Funds will invest in and the percentage to allocate to each Master Portfolio or unaffiliated fund in reliance on Section 12(d)(1)(G) under the Act, the rules thereunder, or order issued by the Commission exempting the Fund from the provisions of Section 12(d)(1)(A) under the Act (a "Fund of Funds structure").

The net assets under management against which the foregoing fees are to be applied are the net assets as of the first business day of the month. If this fee agreement becomes effective subsequent to the first day of a month or shall terminate before the last day of a month, compensation for that part of the month this agreement is in effect shall be subject to a pro rata adjustment based on the number of days elapsed in the current month as a percentage of the total number of days in such month. If the determination of the net asset value is suspended as of the first business day of the month, the net asset value for the last day prior to such suspension shall for this purpose be deemed to be the net asset value on the first business day of the month.

12

SCHEDULE A

WELLS CAPITAL MANAGEMENT INCORPORATED
INVESTMENT SUB-ADVISORY AGREEMENT

FEE AGREEMENT
WELLS FARGO FUNDS TRUST

<TABLE>
<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
Adjustable Rate Government Fund*	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Aggressive Allocation Fund(1)	First 250M	0.10
	Over 250M	0.05
Asia Pacific Fund	First 100M	0.65
	Next 100M	0.55
	Over 200M	0.45
California Limited-Term Tax-Free Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
California Tax-Free Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
California Municipal Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
California Municipal Money Market Trust		0.00
Capital Growth Fund	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Cash Investment Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01

</TABLE>

* In connection with the reorganization with the Evergreen family of funds, on December 18, 2009 and January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of new Wells Fargo Advantage shell funds to become effective on July 9, 2010 (fixed income and money markets) and July 16, 2010 (equity and international funds).

(1) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Aggressive Allocation Fund into the Growth Balanced Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

<TABLE>
<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
Classic Value Fund*	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Colorado Tax-Free Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Common Stock Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.30
Conservative Allocation Fund	First 250M	0.10
	Over 250M	0.05
Core Equity Fund*	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Disciplined Global Equity Fund*	First 200M	0.45
	Over 200M	0.40
Disciplined U.S. Core Fund*	First 100M	0.25
	Next 200M	0.20
	Over 300M	0.15
Disciplined Value Fund*	First 100M	0.25
	Next 200M	0.20
	Over 300M	0.15
Discovery Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.35
Diversified Capital Builder Fund*	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20
Diversified Income Builder Fund*	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20
Emerging Markets Equity Fund(2)	First 100M	0.65
	Next 100M	0.55
	Over 200M	0.45
Emerging Markets Equity Fund II(3)	First 100M	0.65
	Next 100M	0.55

</TABLE>

-
- (2) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Emerging Markets Equity Fund to the Emerging Markets Equity Fund II. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
- (3) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the establishment of the Emerging Markets Equity Fund II (shell fund) and the merger of the Emerging Markets Equity Fund into the shell

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<TABLE>

<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	
<S>	<C>	<C>
Endeavor Select Fund	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Enterprise Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.30
Equity Income Fund(4)	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Global Opportunities Fund*	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Government Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Government Securities Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Growth Balanced Fund	First 250M	0.10
	Over 250M	0.05
Growth Fund	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20

Growth Opportunities Fund*	Over 500M	0.15
	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.35
Health Care Fund*	First 100M	0.40
	Over 100M	0.35
Heritage Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
High Income Fund	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20

</TABLE>

 fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010. At that time, the shell fund will change its name to the Emerging Markets Equity Fund.

- (4) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Equity Income Fund to the Disciplined Value Fund. Upon shareholder approval, the merger will become effective July 16, 2010. In addition, for an interim period following shareholder approval, the Equity Income Fund will convert from a gateway feeder fund to a stand-alone fund. The sub-advisory fees during this interim period of June 18, 2010 to July 16, 2010 are reflected in the chart above.

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<TABLE>

<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
High Yield Bond Fund*	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20
Income Plus Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Index Asset Allocation Fund (formerly, the Asset Allocation Fund)	First 100M	0.15
	Next 100M	0.125
	Over 200M	0.10

Intermediate Tax/AMT-Free Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Large Cap Growth Fund	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Managed Account CoreBuilder Shares Series G		0.00
Managed Account CoreBuilder Shares Series M		0.00
Mid Cap Disciplined Fund(5)	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.30
Mid Cap Growth Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.30
Minnesota Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Minnesota Tax-Free Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Moderate Balanced Fund	First 250M	0.10
	Over 250M	0.05
Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Money Market Trust		0.00

</TABLE>

(5) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the name change of the Mid Cap Disciplined Fund to the Special Mid Cap Value Fund effective July 16, 2010.

<TABLE>

<CAPTION>

FUNDS TRUST FUNDS

FEE AS % OF AVG. DAILY NET
ASSETS

<S>

<C>

<C>

Municipal Bond Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Municipal Cash Management Money Market Fund*	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Municipal Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
National Tax-Free Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
National Tax-Free Money Market Trust		0.00
New Jersey Municipal Money Market Fund*	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
New York Municipal Money Market Fund*	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
North Carolina Tax-Free Fund*	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Omega Growth Fund*	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Opportunity Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.30
Overland Express Sweep Fund(6)	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Pennsylvania Municipal Money Market Fund*	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01

</TABLE>

(6) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Overland Express Sweep Fund into the Money Market Fund effective July 9, 2010.

<TABLE>
<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
Pennsylvania Tax-Free Fund*	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Precious Metals Fund*	First 100M	0.40
	Over 100M	0.35
Premier Large Company Growth Fund*	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Prime Investment Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Short Duration Government Bond Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
Short-Term Bond Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
Short-Term High Yield Bond Fund	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20
Short-Term Municipal Bond Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
Small Cap Disciplined Fund(7)	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Small Cap Growth Fund	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Small Cap Value Fund	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Small Mid/Cap Value Fund	First 100M	0.45
	Next 100M	0.40
	Over 200M	0.35
Specialized Financial Services Fund(8)	First 100M	0.45

Next 100M	0.40
Over 200M	0.30

</TABLE>

(7) On January 11, 2010 the Board of Trustees approved the sub-adviser change to the Small Cap Disciplined Fund, which is subject to shareholder approval. Upon shareholder approval, the sub-adviser change will become effective June 1, 2010.

<TABLE>

<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
Special Small Cap Value Fund*	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Strategic Income Fund(9)	First 100M	0.35
	Next 200M	0.30
	Next 200M	0.25
	Over 500M	0.20
Strategic Large Cap Growth Fund*	First 100M	0.35
	Next 100M	0.30
	Next 300M	0.20
	Over 500M	0.15
Strategic Municipal Bond Fund*	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
Traditional Small Cap Growth Fund*	First 100M	0.55
	Next 100M	0.50
	Over 200M	0.40
Treasury Plus Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01
Ultra Short-Term Income Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
Ultra Short-Term Municipal Income Fund	First 100M	0.15
	Next 200M	0.10
	Over 300M	0.05
U.S. Value Fund(10)	First 100M	0.35
	Next 100M	0.30

	Next 300M	0.20
	Over 500M	0.15
WealthBuilder Conservative Allocation Portfolio		
		0.15
WealthBuilder Equity Portfolio		
		0.15
WealthBuilder Growth Allocation Portfolio		
		0.15
WealthBuilder Growth Balanced Portfolio		
		0.15
WealthBuilder Moderate Balanced Portfolio		
		0.15

- (8) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Specialized Financial Services Fund into the Classic Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.
- (9) On January 11, 2010, the Board of Trustees of Wells Fargo Funds Trust approved the merger of the Strategic Income Fund into the High Income Fund. Subject to receipt of shareholder approval, the merger will become effective on July 9, 2010.
- (10) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the merger of the U.S. Value Fund to the Disciplined Value Fund. Subject to receipt of shareholder approval, the merger will become effective on July 16, 2010.

<TABLE>
<CAPTION>

FUNDS TRUST FUNDS	FEE AS % OF AVG. DAILY NET ASSETS	
-----	-----	-----
<S>	<C>	<C>
WealthBuilder Tactical Equity Portfolio		0.15
Wisconsin Tax-Free Fund	First 100M	0.20
	Next 200M	0.175
	Next 200M	0.15
	Over 500M	0.10
100% Treasury Money Market Fund	First 1B	0.05
	Next 2B	0.03
	Next 3B	0.02
	Over 6B	0.01

Most recent annual approval by the Board of Trustees: March 27, 2009
Schedule A amended: March 1, 2010

The foregoing fee schedule is agreed to as of March 1, 2010 and shall remain in effect until changed in writing by the parties.

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

WELLS CAPITAL MANAGEMENT INCORPORATED

By:

Karen Norton
Chief Operating Officer

SUB-ADVISORY AGREEMENT
AMONG WELLS FARGO FUNDS TRUST,
WELLS FARGO FUNDS MANAGEMENT, LLC AND
EVERGREEN INVESTMENT MANAGEMENT COMPANY, LLC

This AGREEMENT is made as of this 2nd day of March, 2009, by and among Wells Fargo Funds Trust (the "Trust"), a statutory trust organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94105, Wells Fargo Funds Management, LLC (the "Adviser"), a limited liability company organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94105, and Evergreen Investment Management Company, LLC (the "Sub-Adviser"), a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 200 Berkeley Street, Boston, Massachusetts 02116-5034.

WHEREAS, the Adviser and the Sub-Adviser are registered investment advisers under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Trust is engaged in business as an open-end investment company with one or more series of shares and is registered under the Investment Company Act of 1940, as amended (the "1940 Act"); and

WHEREAS, the Trust's Board of Trustees (the "Board") has engaged the Adviser to perform investment advisory services for each series of the Trust under the terms of an investment advisory agreement, dated August 6, 2003, between the Adviser and the Trust (the "Advisory Agreement"); and

WHEREAS, the Adviser, acting pursuant to the Advisory Agreement, wishes to retain the Sub-Adviser, and the Trust's Board has approved the retention of the Sub-Adviser, to provide investment advisory services to the series of the Trust listed in Appendix A hereto as it may be amended from time to time (each a "Fund" and collectively, the "Funds"), and the Sub-Adviser is willing to provide those services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Trust, the Adviser and Sub-Adviser agree as follows:

SECTION 1. APPOINTMENT OF SUB-ADVISER. The Trust is engaged in the business of investing and reinvesting its assets in securities of the type and in accordance with the limitations specified in its Declaration of Trust, as amended or supplemented from time to time, By-Laws (if any) and Registration Statement filed with the Securities and Exchange Commission (the "Commission") under the 1940 Act and the Securities Act of 1933 (the "Securities Act"), including any representations made in the prospectus and statement of additional information relating to a Fund contained therein and as may be amended or supplemented from time to time, all in such manner and to such extent as may from time to time be authorized by the Board.

Subject to the direction and control of the Board, the Adviser manages the investment and reinvestment of the assets of the Funds and provides for certain

management and other services as specified in the Advisory Agreement.

Subject to the direction and control of the Board and the Adviser, the Sub-Adviser shall manage the investment and reinvestment of the assets of the Funds as specified in this Agreement, and shall provide the management and other services specified below in Section 2(a), all in such manner and to such extent as may be directed in writing from time to time by the Adviser. Notwithstanding anything in this Agreement to the contrary, the Adviser shall be responsible for compliance with any statute, rule, regulation, guideline or investment restriction that applies to the Funds' investment portfolio as a whole and the Sub-Adviser's responsibility and liability shall be limited to following any written instruction the Sub-Adviser receives from the Adviser.

The investment authority granted to the Sub-Adviser shall include the authority to exercise whatever powers the Trust may possess with respect to any of its assets held by the Funds, including, but not limited to, the power to exercise rights, options, warrants, conversion privileges, redemption privileges, and to tender securities pursuant to a tender offer. The Sub-Adviser shall not, however, be responsible for voting proxies, for participating in class actions and/or other legal proceedings on behalf of the Funds, but will provide such assistance as is reasonably requested in writing by the Adviser.

SECTION 2. DUTIES, REPRESENTATIONS AND WARRANTIES OF THE SUB-ADVISER.

(a) The Sub-Adviser shall make decisions with respect to all purchases and sales of securities and other investment assets for the Funds. To carry out such decisions, the Sub-Adviser is hereby authorized, as agent and attorney-in-fact for the Trust, for the account of, at the risk of and in the name of the Trust, to place orders and issue instructions with respect to those transactions of the Funds. In all purchases, sales and other transactions in securities and other assets for the Funds, the Sub-Adviser is authorized to exercise full discretion and act for the Trust and instruct the Funds' custodian (the "Custodian") in the same manner and with the same force and effect as the Trust might or could do with respect to such purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

The Sub-Adviser acknowledges that the Funds and other mutual funds advised by the Adviser (collectively, the "fund complex") may engage in transactions with certain sub-advisers in the fund complex (and their affiliated persons) in reliance on exemptions under Rule 10f-3, Rule 12d3-1, Rule 17a-10 and Rule 17e-1 under the 1940 Act. Accordingly, the Sub-Adviser hereby agrees that it will not consult with any other sub-adviser of a fund in the fund complex, or an affiliated person of a sub-adviser, concerning transactions for a fund in securities or other fund assets. With respect to a multi-managed Fund, the Sub-Adviser shall be limited to managing only the discrete portion of the Fund's portfolio as may be determined from time-to-time by the Board or the Adviser, and shall not consult with the sub-adviser as to any other portion of the Fund's portfolio concerning transactions for the Fund in securities or other Fund assets.

(b) Following the close of each calendar quarter, the Sub-Adviser will

report to the Board regarding the investment performance of the Funds since the prior report, and will also keep the Board informed of important developments known by it to affect the Trust, the Funds and the Sub-Adviser, and on its own initiative will furnish the Board and the Adviser from time to time with such information as the Sub-Adviser, in its sole discretion, believes appropriate, whether concerning the individual companies whose securities are held by a Fund, the industries in which they engage, or the economic, social or political conditions prevailing in each country in which the Fund maintains investments. The Sub-Adviser will also furnish the Board and the Adviser with such statistical and analytical information with respect to securities held by the Funds as the Sub-Adviser, in its sole discretion, believes appropriate or as the Board or the Adviser may reasonably request in writing.

The Sub-Adviser shall promptly notify the Adviser of (i) any material changes regarding the Sub-Adviser that would impact disclosure in the Trust's Registration Statement, or (ii) any material violation of any requirement, provision, policy or restriction that the Sub-Adviser is required to comply with under Section 6 of this Agreement. The Sub-Adviser shall, within two business days, notify both the Adviser and the Trust of any legal process served upon it in connection with its activities hereunder, including any legal process served upon it on behalf of the Adviser, the Funds or the Trust. The Sub-Adviser, upon the written request of the Custodian, shall reasonably cooperate with the Custodian in the Custodian's processing of class actions or other legal proceedings relating to the holdings (historical and/or current) of the Funds.

(c) The Sub-Adviser may from time to time employ or sub-contract the services of certain persons as the Sub-Adviser believes to be appropriate or necessary to assist in the execution of the Sub-Adviser's duties hereunder; provided, however, that the employment of or sub-contracting to any such person shall not relieve the Sub-Adviser of its responsibilities or liabilities hereunder. The cost of performance of such duties shall be borne and paid by the Sub-Adviser. No obligation may be imposed on the Trust in any such respect.

The Sub-Adviser shall supervise and monitor the activities of its representatives, personnel and agents in connection with the execution of its duties and obligations hereunder. The appropriate personnel of the Sub-Adviser will be made available to consult with the Adviser, the Trust and the Board at reasonable times and upon reasonable notice concerning the business of the Trust.

(d) The Sub-Adviser shall maintain records relating to portfolio transactions and the placing and allocation of brokerage orders as are required to be maintained by the Trust under the 1940 Act. The Sub-Adviser shall prepare and maintain, or cause to be prepared and maintained, in such form, for such periods and in such locations as may be required by applicable law, all documents and records relating to the services provided by the Sub-Adviser pursuant to this Agreement required to be prepared and maintained by the Trust pursuant to the rules and regulations of any national, state, or local government entity with jurisdiction over the Trust, including the Commission and the Internal Revenue Service. The books and records pertaining to the Trust which are in possession of the Sub-Adviser shall be the property of the Trust. The Trust, or the Trust's authorized representatives (including the Adviser), shall have

access to such books and records at all times during the Sub-Adviser's normal business hours. Upon the reasonable written request of the Trust, copies of any such books and records shall be provided promptly by the Sub-Adviser to the Trust or the Trust's authorized representatives.

(e) The Sub-Adviser represents and warrants to the Adviser and the Trust that: (i) the retention of the Sub-Adviser as contemplated by this Agreement is authorized by the Sub-Adviser's governing documents; (ii) the execution, delivery and performance of this Agreement does not violate any obligation by which the Sub-Adviser or its property is bound, whether arising by contract, operation of law or otherwise; (iii) this Agreement has been duly authorized by appropriate action of the Sub-Adviser and when executed and delivered by the Sub-Adviser will be the legal, valid and binding obligation of the Sub-Adviser, enforceable against the Sub-Adviser in accordance with the terms hereof, subject, as to enforcement, to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or law); (iv) the composite performance record of the personnel of the Sub-Adviser designated to act as portfolio manager(s) of the Funds furnished to the Adviser and the Trust in writing prior to the date hereof (the "Data") is true and correct, and has been prepared in accordance with applicable laws, rules, regulations, interpretations and in accordance with industry guidelines and standards with respect to standardized performance information; (v) there is no information material to an understanding of the Data which the Sub-Adviser has not provided in writing to the Adviser prior to the date hereof; (vi) the accounts included in the Data include all fully discretionary accounts managed by the Sub-Adviser's personnel designated to act as portfolio manager(s) of the Funds over the period covered that have investment objectives, policies and strategies that are substantially similar to those that will be followed by the Funds as approved by the Board; (vii) the Sub-Adviser has the right, free from any legal or contractual restrictions thereon, to the use, reproduction, and incorporation of the Data in the public disclosure of the Funds, including the prospectus and the statement of additional information and proxy statements (the "Public Disclosure"); and (viii) the Sub-Adviser is legally entitled to grant, and hereby grants, such rights to the Adviser and/or the Trust with respect to the use of the Data in the Public Disclosure, including with respect to any Public Disclosure filed with the Commission prior to the date hereof.

SECTION 3. DELIVERY OF DOCUMENTS TO THE SUB-ADVISER. The Adviser has furnished the Sub-Adviser with true, correct and complete copies of the following documents:

- (a) The Declaration of Trust, as in effect on the date hereof;
- (b) The Registration Statement filed with the Commission under the 1940 Act, including the form of prospectus related to a Fund included therein;
- (c) The Advisory Agreement; and
- (d) Written guidelines, policies and procedures adopted by the Trust.

The Adviser will furnish the Sub-Adviser with all future amendments and supplements to the foregoing as soon as practicable after such documents become available. The Adviser shall furnish the Sub-Adviser with any further documents, materials or information that the Sub-Adviser may reasonably request in

connection with the performance of its duties hereunder.

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Sub-Adviser shall not be responsible for compliance with any document, materials, instruction or other information not provided to Sub-Adviser in a timely manner until a reasonable time after receipt of same by Sub-Adviser.

The Sub-Adviser shall furnish the Adviser with written certifications, in such form as the Adviser shall reasonably request in writing, that it has received and reviewed the most recent version of the foregoing documents provided by the Adviser and that it will comply with such documents in the performance of its obligations under this Agreement.

SECTION 4. DELIVERY OF DOCUMENTS TO THE ADVISER. The Sub-Adviser has furnished, and in the future will furnish, the Adviser with true, correct and complete copies of each of the following documents:

- (a) The Sub-Adviser's most recent Form ADV;
- (b) The Sub-Adviser's most recent balance sheet; and
- (c) The current Code of Ethics of the Sub-Adviser, adopted pursuant to Rule 17j-1 under the 1940 Act, and annual certifications regarding compliance with such Code.

In addition, the Sub-Adviser will furnish the Adviser with (i) a summary of the results of any future examination of the Sub-Adviser by the Commission or other regulatory agency with respect to the Sub-Adviser's activities hereunder; and (ii) copies of its policies and procedures adopted pursuant to Rule 206(4)-7 under the Advisers Act.

The Sub-Adviser will furnish the Adviser with all such documents as soon as practicable after such documents become available to the Sub-Adviser, to the extent that such documents have been changed materially. The Sub-Adviser shall furnish the Adviser with any further documents, materials or information as the Adviser may reasonably request in connection with Sub-Adviser's performance of its duties under this Agreement, including, but not limited to, information regarding the Sub-Adviser's financial condition, level of insurance coverage and any certifications or sub-certifications which may reasonably be requested in connection with Fund registration statements, Form N-CSR filings or other regulatory filings, and which are appropriately limited to Sub-Adviser's responsibilities under this Agreement.

SECTION 5. CONTROL BY BOARD. As is the case with respect to the Adviser under the Advisory Agreement, any investment activities undertaken by the Sub-Adviser pursuant to this Agreement, as well as any other activities undertaken by the Sub-Adviser on behalf of the Funds, shall at all times be subject to the direction and control of the Trust's Board.

SECTION 6. COMPLIANCE WITH APPLICABLE REQUIREMENTS. In carrying out its obligations under this Agreement, the Sub-Adviser shall at all times comply with:

(a) investment guidelines, policies and restrictions established by the Board that have been communicated in writing to the Sub-Adviser;

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(b) all applicable provisions of the 1940 Act and the Advisers Act, and any rules and regulations adopted thereunder;

(c) the Registration Statement of the Trust, as it may be amended from time to time, filed with the Commission under the Securities Act and the 1940 Act and delivered to the Sub-Adviser;

(d) the provisions of the Declaration of Trust of the Trust, as it may be amended or supplemented from time to time and delivered to the Sub-Adviser;

(e) the provisions of the Internal Revenue Code of 1986, as amended, applicable to the Trust or the Funds, and any rules and regulations adopted thereunder; and

(f) any other applicable provisions of state or federal law, and any rules and regulations adopted thereunder.

SECTION 7. PROXIES. The Adviser shall have responsibility to vote proxies solicited with respect to issuers of securities in which assets of the Funds are invested from time to time in accordance with the Trust's policies on proxy voting. The Sub-Adviser will provide, when requested in writing by the Adviser, information on a particular issuer to assist the Adviser in the voting of a proxy.

SECTION 8. EXPENSES. All of the ordinary business expenses incurred in the operations of the Funds and the offering of its shares shall be borne by the Funds unless specifically provided otherwise in this Agreement. The expenses borne by the Funds include, but are not limited to, brokerage commissions, taxes, legal, auditing or governmental fees, the cost of preparing share certificates, custodian, transfer agent and shareholder service agent costs, expense of issue, sale, redemption and repurchase of shares, expenses of registering and qualifying shares for sale, expenses relating to Board and shareholder meetings, the cost of preparing and distributing reports and notices to shareholders, the fees and other expenses incurred by the Funds in connection with membership in investment company organizations and the cost of printing copies of prospectuses and statements of additional information distributed to the Funds' shareholders.

The Sub-Adviser shall pay its own expenses in connection with the services to be provided by it pursuant to this Agreement. In addition, the Sub-Adviser shall be responsible for reasonable out-of-pocket costs and expenses incurred by the Adviser or the Trust: (a) to amend the Trust's registration statement (other than as part of a normal annual updating of the registration statement) or supplement a Fund's prospectus, and circulate the same, solely to reflect a change in the personnel of the Sub-Adviser responsible for making investment decisions in relation to the Fund; or (b) to obtain shareholder approval of a new sub-advisory agreement as a result of a "change in control" (as such term is defined in Section 2(a)(9) of the 1940 Act) of the Sub-Adviser, or to otherwise comply with the 1940 Act, the Securities Act, or any other applicable statute,

law, rule or regulation, as a result of such change.

SECTION 9. COMPENSATION. As compensation for the sub-advisory services provided under this Agreement, the Adviser shall pay the Sub-Adviser fees, payable monthly, at the annual rates indicated on Appendix B hereto, as such Schedule may be amended or supplemented as agreed to in writing by the parties from time to time. It is understood that the Adviser shall be responsible for the Sub-Adviser's fee for its services hereunder, and the Sub-Adviser agrees that it shall have no claim against the Trust or the Funds with respect to compensation under this Agreement.

SECTION 10. STANDARD OF CARE. The Trust and the Adviser will expect of the Sub-Adviser, and the Sub-Adviser will give the Trust and the Adviser the benefit of, the Sub-Adviser's best judgment and efforts in rendering its services to the Trust, and the Sub-Adviser shall not be liable hereunder for any mistake in judgment. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees or agents, the Sub-Adviser shall not be subject to liability to the Adviser, to the Trust or to any shareholders in the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security. Notwithstanding the foregoing, the Sub-Adviser shall be responsible for the accuracy and completeness (and liability for the lack thereof) of the statements and Data furnished by the Sub-Adviser for use by the Adviser in the Funds' offering materials (including the prospectus, the statement of additional information, advertising and sales materials) and any proxy statements that pertain to the Sub-Adviser, the portfolio manager(s) of the Funds and the investment of the Funds' assets.

Nothing in this Agreement (including Sections 10, 15 or 16 of this Agreement) shall be construed to relieve either the Sub-Adviser or the Adviser of any claims or liability arising under federal securities laws or any non-waivable provisions of any other federal or state laws.

SECTION 11. NON-EXCLUSIVITY. The services of the Sub-Adviser to the Adviser and the Trust are not to be deemed to be exclusive, and the Sub-Adviser shall be free to render investment advisory and administrative or other services to others (including other investment companies) and to engage in other activities. It is understood and agreed that officers or directors of the Sub-Adviser are not prohibited from engaging in any other business activity or from rendering services to any other person, or from serving as partners, officers, directors or trustees of any other firm or trust, including other investment advisory companies.

It is understood that the Sub-Adviser performs investment advisory services for various clients, including accounts of clients in which the Sub-Adviser or associated persons have a beneficial interest. The Sub-Adviser may give advice and take action in the performance of its duties with respect to any of its other clients, which may differ from the advice given, or the timing or nature of action taken, with respect to the assets of the Funds. Nothing in this Agreement shall be deemed to impose upon the Sub-Adviser any obligation to

purchase or sell for the Funds any security or other property that the Sub-Adviser purchases or sells for its own accounts or for the account of any other client.

Any information or recommendations supplied by the Sub-Adviser to the Adviser or the Trust in connection with the performance of its obligations hereunder shall be treated as

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confidential and for use by the Adviser, the Trust or such persons as they may designate, solely in connection with the Funds, except as required by applicable law or as otherwise provided hereunder, it being understood and agreed that the Adviser and the Trust may disclose Funds portfolio holdings information in accordance with the Trust's policies and procedures governing the disclosure of Funds portfolio holdings, as amended or supplemented from time to time. Information supplied by the Adviser or the Trust to the Sub-Adviser in connection with performing its obligations under this Agreement shall be treated by the Sub-Adviser as confidential and for use by the Sub-Adviser solely in connection with the Funds and the performance of the Sub-Adviser's obligations hereunder.

SECTION 12. RECORDS. The Sub-Adviser shall, with respect to orders the Sub-Adviser places for the purchase and sale of portfolio securities of the Funds, maintain or arrange for the maintenance of the documents and records required pursuant to Rule 31a-1 under the 1940 Act, as well as trade tickets and confirmations of portfolio trades, and such other records as the Adviser reasonably requests to be maintained. All such records shall be maintained in a form reasonably acceptable to the Adviser and the Trust and in compliance with the provisions of Rule 31a-1 or any successor rule. All such records will be the property of the Trust, and will be made available for inspection by the Trust and its authorized representatives (including the Adviser). The Sub-Adviser shall promptly, upon the Trust's written request, surrender to the Trust those records that are the property of the Trust or the Funds; provided, however, that the Sub-Adviser may retain copies of such records.

SECTION 13. TERM AND APPROVAL. This Agreement shall become effective with respect to a Fund after it is executed by the Trust, Adviser and Sub-Adviser and shall be effective for a period not to exceed 150 days from the effective date, unless the Agreement is approved by shareholders in accordance with the requirements of the 1940 Act within such period. Upon shareholders approving the Agreement, it shall be in effect for an initial two year period from the date of its effectiveness and thereafter continue from year to year, provided that the continuation of the Agreement is approved in accordance with the requirements of the 1940 Act, which currently requires that the continuation be approved at least annually:

- (a) (i) by the Trust's Board of Trustees or (ii) by the vote of "a majority of the outstanding voting securities" of the Fund (as defined in Section 2(a)(42) of the 1940 Act), and
- (b) by the affirmative vote of a majority of the Trust's Trustees who are not parties to this Agreement or "interested persons" (as defined in the 1940 Act) of a party to this Agreement (other than as Trustees of

the Trust), by votes cast in person at a meeting specifically called for such purpose.

SECTION 14. TERMINATION. This Agreement may be terminated with respect to a Fund at any time, without the payment of any penalty, by vote of the Board or by vote of a majority of the Fund's outstanding voting securities, or by the Adviser or Sub-Adviser upon sixty (60) days' written notice to the other party. The notice provided for herein may be waived by the party entitled to receipt thereof. This Agreement shall automatically terminate in the event of its assignment, the term "assignment" for purposes of this paragraph having the meaning defined in Section 2(a)(4) of the 1940 Act, as it may be interpreted by the Commission or its staff in

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interpretive releases, or applied by the Commission staff in no-action letters, issued under the 1940 Act.

This Agreement may also be terminated immediately by the Adviser, the Sub-Adviser or the Trust in the event that a respective party: (i) breaches a material term of this Agreement; or (ii) commits a material violation of any governing law or regulation; or (iii) engages in conduct that would have a material adverse effect upon the reputation or business prospects of a respective party.

SECTION 15. INDEMNIFICATION BY THE SUB-ADVISER. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Trust or the Adviser, or any of their respective officers, directors, employees, affiliates or agents, the Trust and the Adviser, respectively, shall not be responsible for, and the Sub-Adviser hereby agrees to indemnify and hold harmless the Trust and the Adviser and their respective officers, directors, employees, affiliates and agents (severally, but not jointly) against any and all losses, damages, costs, charges, reasonable counsel fees, payments, expenses, liability, claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission, board, bureau, agency or instrumentality of any kind, arising out of or attributable to the willful misfeasance, bad faith, grossly negligent acts or reckless disregard of obligations or duties hereunder or the breach of any representation and warranty hereunder on the part of the Sub-Adviser or any of its officers, directors, employees affiliates or agents. Notwithstanding the foregoing, the Sub-Adviser shall not be liable hereunder for any losses or damages resulting from the Sub-Adviser's adherence to the Adviser's written instructions, or for any action or inaction by the Sub-Adviser consistent with the Standard of Care described in Section 10 of this Agreement.

SECTION 16. INDEMNIFICATION BY THE TRUST AND THE ADVISER. Provided that the conduct of the Sub-Adviser, its partners, employees, affiliates and agents is consistent with the Standard of Care described in Section 10 of this Agreement, the Sub-Adviser shall not be responsible for, and the Trust and the Adviser (severally, but not jointly) hereby agree to indemnify and hold harmless the Sub-Adviser, its partners, employees, affiliates and agents against any and all losses, damages, costs, charges, reasonable counsel fees and expenses, payments, expenses, liability, claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission,

board, bureau, agency or instrumentality of any kind, relating to the Sub-Adviser's act(s) or omission(s) in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security, or arising out of or attributable to conduct of the party from whom such indemnification is sought and relating to: (i) the advertising, solicitation, sale, purchase or pledge of securities, whether of the Fund or other securities, undertaken by a Fund, its officers, directors, employees, affiliates or agents, (ii) any violations of the securities laws, rules, regulations, statutes and codes, whether federal or of any state, by the Fund or the Adviser, respectively, or their respective officers, directors, employees, affiliates or agents, or (iii) the willful misfeasance, bad faith, grossly negligent acts or reckless disregard of obligations or duties hereunder on the part of the Fund or the Adviser, respectively, or their respective officers, directors, employees, affiliates or agents.

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SECTION 17. NOTICES. Any notices under this Agreement shall be in writing, addressed and delivered or mailed postage paid to the other party at such address as such other party may designate for the receipt of such notice. Until further notice to the other party, it is agreed that the address of the Trust shall be 525 Market Street, 12th Floor, San Francisco, California 94105, Attention: Karla M. Rabusch, and that of the Adviser shall be 525 Market Street, 12th Floor, San Francisco, California 94105, Attention: C. David Messman, and that of the Sub-Adviser shall be 200 Berkeley Street, Boston, Massachusetts 02116-5034, Attention: Michael H. Koonce.

SECTION 18. QUESTIONS OF INTERPRETATION. Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the 1940 Act shall be resolved by reference to such terms or provision of the 1940 Act and to interpretations thereof, if any, by the United States Courts or in the absence of any controlling decision of any such court, by rules, regulations or orders of the Commission, or interpretations of the Commission or its staff, or Commission staff no-action letters, issued pursuant to the 1940 Act. In addition, where the effect of a requirement of the 1940 Act or the Advisers Act reflected in any provision of this Agreement is revised by rule, regulation or order of the Commission, such provision shall be deemed to incorporate the effect of such rule, regulation or order. The duties and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware to the extent that state law is not preempted by the provisions of any law of the United States heretofore or hereafter enacted.

SECTION 19. AMENDMENT. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. If shareholder approval of an amendment is required under the 1940 Act, no such amendment shall become effective until approved by a vote of the majority of the outstanding shares of a Fund. Otherwise, a written amendment of this Agreement is effective upon the approval of the Board, the Adviser and the Sub-Adviser.

SECTION 20. WELLS FARGO NAME. The Sub-Adviser and the Trust each agree that

the name "Wells Fargo," which comprises a component of the Trust's name, is a property right of the parent of the Adviser. The Trust agrees and consents that: (i) it will use the words "Wells Fargo" as a component of its corporate name, the name of any series or class, or all of the above, and for no other purpose; (ii) it will not grant to any third party the right to use the name "Wells Fargo" for any purpose; (iii) the Adviser or any corporate affiliate of the Adviser may use or grant to others the right to use the words "Wells Fargo," or any combination or abbreviation thereof, as all or a portion of a corporate or business name or for any commercial purpose, other than a grant of such right to another registered investment company not advised by the Adviser or one of its affiliates; and (iv) in the event that the Adviser or an affiliate thereof is no longer acting as investment adviser to a Fund, the Trust shall, upon request by the Adviser, promptly take such action as may be necessary to change its corporate name to one not containing the words "Wells Fargo" and following such change, shall not use the words "Wells Fargo," or any combination thereof, as a part of its corporate name or for any other commercial purpose, and shall use its best efforts to cause its trustees, officers and shareholders to take any and all actions that the Adviser may request to effect the foregoing and to reconvey to the Adviser any and all rights to such words. The Sub-Adviser may include a Fund in its representative client list.

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SECTION 21. RISK ACKNOWLEDGEMENT. The Sub-Adviser does not guarantee the future performance of a Fund, the success of any investment decision or strategy that the Sub-Adviser may use, or the success of the Sub-Adviser's overall management of the Fund. Each of the Trust and the Adviser understand that investment decisions made for the Fund by the Sub-Adviser are subject to various market, currency, economic and business risks, and that those investment decisions will not always be profitable. The Sub-Adviser will only be responsible for providing the advisory services specified in Section 2(a) above.

SECTION 22. AUTHORITY TO EXECUTE AGREEMENT. Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement. The Trust and the Adviser will deliver to the Sub-Adviser such evidence of its authority with respect to this Agreement as Sub-Adviser may reasonably require. The Sub-Adviser will deliver to the Trust and the Adviser such evidence of its authority with respect to this Agreement as the Trust or the Adviser may reasonably require.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their respective officers on the day and year first written above.

WELLS FARGO FUNDS TRUST
on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

EVERGREEN INVESTMENT MANAGEMENT
COMPANY, LLC

By:

Pamela Rose
Senior Vice President,
Managing Director

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APPENDIX A

EVERGREEN INVESTMENT MANAGEMENT
SUB-ADVISORY AGREEMENT
WELLS FARGO FUNDS TRUST

Wells Fargo Advantage International Core Fund(1)
Wells Fargo Advantage Diversified International Fund
(formerly, the Wells Fargo Advantage International Equity Fund)

Amended Appendix A: March 1, 2010

- (1) On January 11, 2010 the Board of Trustees of Wells Fargo Funds Trust approved the name change of the International Core Fund to the International Equity Fund effective July 16, 2010.

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APPENDIX B

EVERGREEN INVESTMENT MANAGEMENT
SUB-ADVISORY AGREEMENT
FEE AGREEMENT

WELLS FARGO FUNDS TRUST

This fee agreement is effective as of the 2nd day of March, 2009, by and between Wells Fargo Funds Trust (the "Trust"), Wells Fargo Funds Management, LLC (the "Adviser") and Evergreen Investment Management Company, LLC (the "Sub-Adviser").

WHEREAS, the parties have entered into an Investment Sub-Advisory Agreement ("Sub-Advisory Agreement") whereby the Sub-Adviser provides management and other services to the series of the Trust listed in Appendix A to the Sub-Advisory Agreement (the "Funds"); and

WHEREAS, the Sub-Advisory Agreement provides that the fees to be paid to the Sub-Adviser are to be as indicated on this Appendix B;

NOW THEREFORE, the parties agree that the fees to be paid to the Sub-Adviser under the Sub-Advisory Agreement shall be calculated and paid on a monthly basis by applying the annual rates indicated below to the average daily net assets of each Fund throughout the month:

<TABLE>
<CAPTION>

FUND	SUB-ADVISORY RATE PRIOR TO SHAREHOLDER APPROVAL*		SUB-ADVISORY RATE UPON SHAREHOLDER APPROVAL*	
	BREAKPOINTS	RATE	BREAKPOINTS	RATE
<S>	<C>	<C>	<C>	<C>
International Core Fund(1)	First \$50M	0.35%	First \$200M	0.45%
	Next \$500M	0.29%	Over \$200M	0.40%
	Over \$550M	0.20%		
Diversified International Fund (formerly, the International Equity Fund)	First \$50M	0.35%	First \$200M	0.45%
	Next \$500M	0.29%	Over \$200M	0.40%
	Over \$550M	0.20%		

</TABLE>

* See Section 13 of the Agreement.

If the Sub-Adviser shall provide management and other services for less than the whole of a month, the foregoing compensation shall be prorated based on the number of days in the month that such Sub-Adviser provided management and other services to a Fund.

(1) On January 11, 2010 the Board of Trustees approved the name change of the International Core Fund to the International Equity Fund effective July 16, 2010.

The foregoing fee schedule is agreed to as of this 1st day of March, 2010, and shall remain in effect until agreed and changed in writing by the parties.

WELLS FARGO FUNDS TRUST
on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

EVERGREEN INVESTMENT MANAGEMENT
COMPANY, LLC

By:

Pamela Rose
Senior Vice President,
Managing Director

SUB-ADVISORY AGREEMENT
BETWEEN WELLS FARGO FUNDS TRUST, WELLS FARGO
FUNDS MANAGEMENT, LLC AND LSV ASSET MANAGEMENT

This AGREEMENT is made as of this 1st day of February 2005, between Wells Fargo Funds Trust (the "Trust"), a statutory trust organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94105, Wells Fargo Funds Management, LLC (the "Adviser"), a limited liability company organized under the laws of the State of Delaware with its principal place of business at 525 Market Street, 12th Floor, San Francisco, California 94105, and LSV Asset Management (the "Sub-Adviser"), a general partnership organized under the laws of the State of Delaware, with its principal place of business at 1 North Wacker Drive, Suite 4000, Chicago, Illinois 60606.

WHEREAS, the Adviser and the Sub-Adviser are registered investment advisers under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Trust is engaged in business as an open-end investment company with one or more series of shares and is registered under the Investment Company Act of 1940, as amended (the "1940 Act"); and

WHEREAS, the Trust's Board of Trustees (the "Board") has engaged the Adviser to perform investment advisory services for each series of the Trust under the terms of an investment advisory agreement, dated August 6, 2003, between the Adviser and the Trust (the "Advisory Agreement"); and

WHEREAS, the Adviser, acting pursuant to the Advisory Agreement, wishes to engage the Sub-Adviser, and the Trust's Board has approved the engagement of the Sub-Adviser, to provide investment advisory services to each series of the Trust listed in Appendix A hereto as it may be amended from time to time (each a "Fund" and collectively the "Funds"), and the Sub-Adviser is willing to provide those services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Trust, the Adviser and Sub-Adviser agree as follows:

SECTION 1. APPOINTMENT OF SUB-ADVISER. The Trust is engaged in the business of investing and reinvesting its assets in securities of the type and in accordance with the limitations specified in its Declaration of Trust, as amended or supplemented from time to time, By-Laws (if any) and Registration Statement filed with the Securities and Exchange Commission (the "Commission") under the 1940 Act and the Securities Act of 1933 (the "Securities Act"), including any representations made in the prospectus and statement of additional information relating to the Funds contained therein and as may be amended or supplemented from time to time, all in such manner and to such extent as may from time to time be authorized by the Board.

Subject to the direction and control of the Board, the Adviser manages the investment and reinvestment of the assets of the Funds and provides for certain management and other services as specified in the Advisory Agreement.

Subject to the direction and control of the Board and the Adviser, the Sub-Adviser shall manage the investment and reinvestment of that portion of the assets of the Fund identified from time to time by the Board or the Adviser (the "LSV Portion"), and without limiting the generality of the foregoing, shall provide the management and other services specified below, all in such manner and to such extent as may be directed from time to time by the Adviser.

The investment authority granted to the Sub-Adviser with respect to the LSV Portion shall include the authority to exercise whatever powers the Trust may possess with respect to any of its assets held by the Funds, including, but not limited to, the power to exercise rights, options, warrants, conversion privileges, redemption privileges, and to tender securities pursuant to a tender offer. The Sub-Adviser shall not, however, be responsible for voting proxies, for participating in class actions and/or other legal proceedings on behalf of the Funds, but will provide such assistance as is reasonably requested by the Adviser.

SECTION 2. DUTIES OF THE SUB-ADVISER.

(a) The Sub-Adviser shall make decisions with respect to all purchases and sales of securities and other investment assets for the LSV Portion. To carry out such decisions, the Sub-Adviser is hereby authorized, as agent and attorney-in-fact for the Trust, for the account of, at the risk of and in the name of the Trust, to place orders and issue instructions with respect to those transactions of the LSV Portion of the Fund. In all purchases, sales and other transactions in securities and other assets for the LSV Portion, the Sub-Adviser is authorized to exercise full discretion and act for the Trust and instruct the Fund's custodian (the "Custodian") in the same manner and with the same force and effect as the Trust might or could do with respect to such purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

The Sub-Adviser acknowledges that the Wells Fargo Funds may engage in transactions with certain sub-advisers in the fund complex (and their affiliated persons) in reliance on exemptions under Rule 10f-3, Rule 12d3-1, Rule 17a-10 and Rule 17e-1 under the 1940 Act. Accordingly, the Sub-Adviser hereby agrees that it will not consult with any other sub-adviser of a fund in the fund complex, or an affiliated person of a sub-adviser, concerning transactions for a fund in securities or other fund assets. With respect to a multi-managed Fund, the Sub-Adviser shall be limited to providing investment advice with respect to only the discrete portion of the Fund's portfolio as may be determined from time-to-time by the Board or the Adviser, and shall not consult with the

sub-adviser as to any other portion of the Fund's portfolio concerning transactions for the Fund in securities or other Fund assets.

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(b) The Sub-Adviser will report to the Board at each regular meeting thereof regarding the investment performance of the Funds since the prior report, and will also keep the Board informed of important developments affecting the Trust, the Funds and the Sub-Adviser, and on its own initiative will furnish the Board and the Adviser from time to time with such information as the Sub-Adviser may believe appropriate, whether concerning the individual companies whose securities are held by a Fund, the industries in which they engage, or the economic, social or political conditions prevailing in each country in which the Fund maintains investments. The Sub-Adviser will also furnish the Board and the Adviser with such statistical and analytical information with respect to securities held by the Funds as the Sub-Adviser may believe appropriate or as the Board or the Adviser reasonably request.

The Sub-Adviser shall promptly notify the Adviser of (i) any changes regarding the Sub-Adviser that would impact disclosure in the Trust's Registration Statement, or (ii) any violation of any requirement, provision, policy or restriction that the Sub-Adviser is required to comply with under Section 6 of this Agreement. The Sub-Adviser shall immediately notify both the Adviser and the Trust of any legal process served upon it in connection with its activities hereunder, including any legal process served upon it on behalf of the Adviser, the Funds or the Trust. The Sub-Adviser shall reasonably cooperate with the Custodian in the Custodian's processing of class actions or other legal proceedings relating to the holdings (historical and/or current) of the Funds.

(c) The Sub-Adviser may from time to time employ or sub-contract the services of certain persons as the Sub-Adviser believes to be appropriate or necessary to assist in the execution of the Sub-Adviser's duties hereunder; provided, however, that the employment or association with any such person shall not relieve the Sub-Adviser of its responsibilities or liabilities hereunder. The cost of performance of such duties shall be borne and paid by the Sub-Adviser. No obligation may be imposed on the Trust in any such respect.

The Sub-Adviser shall supervise and monitor the activities of its representatives, personnel and agents in connection with the execution of its duties and obligations hereunder. The appropriate personnel of the Sub-Adviser will be made available to consult with the Adviser, the Trust and the Board at reasonable times and upon reasonable notice concerning the business of the Trust.

(d) The Sub-Adviser shall maintain records relating to portfolio transactions and the placing and allocation of brokerage orders as are required to be maintained by the Trust under the 1940 Act. The Sub-Adviser shall prepare and maintain, or cause to be prepared and maintained, in such form, for such

periods and in such locations as may be required by applicable law, all documents and records relating to the services provided by the Sub-Adviser pursuant to this Agreement required to be prepared and maintained by the Trust pursuant to the rules and regulations of any national, state, or local government entity with jurisdiction over the Trust, including the Commission and the Internal Revenue Service. The books and records pertaining to the Trust which are in possession of the Sub-Adviser shall be the property of the Trust. The Trust, or the Trust's authorized representatives

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(including the Adviser), shall have access to such books and records at all times during the Sub-Adviser's normal business hours. Upon the reasonable request of the Trust, copies of any such books and records shall be provided promptly by the Sub-Adviser to the Trust or the Trust's authorized representatives.

SECTION 3. DELIVERY OF DOCUMENTS TO THE SUB-ADVISER. The Adviser has furnished the Sub-Adviser with true, correct and complete copies of the following documents:

- (a) The Declaration of Trust, as in effect on the date hereof;
- (b) The Registration Statement filed with the Commission under the 1940 Act and the Securities Act;
- (c) The Advisory Agreement; and
- (d) Written guidelines, policies and procedures adopted by the Trust.

The Adviser will furnish the Sub-Adviser with all future amendments and supplements to the foregoing as soon as practicable after such documents become available. The Adviser shall furnish the Sub-Adviser with any further documents, materials or information that the Sub-Adviser may reasonably request in connection with the performance of its duties hereunder.

The Sub-Adviser shall furnish the Adviser with written certifications, in such form as the Adviser shall reasonably request, that it has received and reviewed the most recent version of the foregoing documents provided by the Adviser and that it will comply with such documents in the performance of its obligations under this Agreement.

SECTION 4. DELIVERY OF DOCUMENTS TO THE ADVISER. The Sub-Adviser has furnished, and in the future will furnish, the Adviser with true, correct and complete copies of each of the following documents:

- (a) The Sub-Adviser's most recent Form ADV;

- (b) The Sub-Adviser's most recent balance sheet;
- (c) The current Code of Ethics of the Sub-Adviser, adopted pursuant to Rule 17j-1 under the 1940 Act, and annual certifications regarding compliance with such Code; and
- (d) A report describing material findings resulting from any examination of the Sub-Adviser by the Commission or other regulatory agency with jurisdiction with respect to Sub-Adviser's activities hereunder.

The Sub-Adviser will furnish the Adviser with all such documents as soon as practicable after such documents become available, to the extent that such documents have been changed materially. The Sub-Adviser shall furnish the Adviser with any further documents, materials or information as the Adviser may reasonably request in connection with Sub-Adviser's performance of its duties under this Agreement, including, but not limited to, information regarding the Sub-Adviser's financial

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condition, level of insurance coverage and any certifications or sub-certifications which may reasonably be requested in connection with Fund registration statements, Form N-CSR filings or other regulatory filings.

SECTION 5. CONTROL BY BOARD. As is the case with respect to the Adviser under the Advisory Agreement, any investment activities undertaken by the Sub-Adviser pursuant to this Agreement, as well as any other activities undertaken by the Sub-Adviser on behalf of the Funds, shall at all times be subject to the direction and control of the Trust's Board.

SECTION 6. COMPLIANCE WITH APPLICABLE REQUIREMENTS. In carrying out its obligations under this Agreement, the Sub-Adviser shall at all times comply with:

- (a) investment guidelines, policies and restrictions established by the Board that have been communicated in writing to the Sub-Adviser;
- (b) all applicable provisions of the 1940 Act and the Advisers Act, and any rules and regulations adopted thereunder;
- (c) the Registration Statement of the Trust, as it may be amended from time to time, filed with the Commission under the Securities Act and the 1940 Act;
- (d) the provisions of the Declaration of Trust of the Trust, as it may be amended or supplemented from time to time;

(e) the provisions of the Internal Revenue Code of 1986, as amended, applicable to the Trust or the Funds, and any rules and regulations adopted thereunder; and

(f) any other applicable provisions of state or federal law, and any rules and regulations adopted thereunder.

SECTION 7. PROXIES. The Adviser shall have responsibility to vote proxies solicited with respect to issuers of securities in which assets of the Funds are invested from time to time in accordance with the Trust's policies on proxy voting. The Sub-Adviser will provide, when requested by the Adviser, information on a particular issuer to assist the Adviser in the voting of a proxy.

SECTION 8. BROKER-DEALER RELATIONSHIPS. The Sub-Adviser is responsible for the purchase and sale of securities for the Funds, broker-dealer selection, and negotiation of brokerage commission rates. The Sub-Adviser's primary consideration in effecting a security transaction will be to obtain the best price and execution. In selecting a broker-dealer to execute each particular transaction for a Fund, the Sub-Adviser will consider such factors it considers to be relevant to the transaction, which are expected to include, among other things: the best net price available, the reliability, integrity and financial condition of the broker-dealer; the size of and difficulty in executing the order; and the

value of the expected contribution of the broker-dealer to the Fund on a continuing basis. Accordingly, the price to the Fund in any transaction may be less favorable than that available from another broker-dealer if the difference is reasonably justified by other aspects of the portfolio execution services offered. Subject to such policies as the Board may from time to time determine, the Sub-Adviser shall not be deemed to have acted unlawfully or to have breached any duty created by this Agreement or otherwise solely by reason of having caused a Fund to pay a broker or dealer that provides brokerage and research services to the Sub-Adviser an amount of commission for effecting a portfolio investment transaction in excess of the amount of commission another broker or dealer would have charged for effecting that transaction, if the Sub-Adviser determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker or dealer, viewed in terms of either that particular transaction or the overall responsibilities of the Sub-Adviser with respect to the Fund and to other clients of the Sub-Adviser. The Sub-Adviser is further authorized to allocate the orders placed by it on behalf of the Funds to brokers and dealers who provide brokerage and research services within the meaning of Section 28(e) of the Securities Exchange Act of 1934 and in compliance therewith. Such allocation shall be in such amounts and proportions as the Sub-Adviser shall determine and the Sub-Adviser will report on said allocations regularly to the Board, indicating the brokers to whom such allocations have been made and the

basis therefore.

Provided the investment objectives of the Funds are adhered to, the Sub-Adviser may aggregate sales and purchase orders of securities held in a Fund with similar orders being made at approximately the same time for other portfolios managed by the Sub-Adviser, if, in the Sub-Adviser's reasonable judgment, such aggregation will result in an overall economic benefit to the Fund. In accounting for such aggregated order, price and commission shall be averaged on a per bond or share basis daily. The Trust and the Adviser acknowledge that the Sub-Adviser's determination of such economic benefit to the Fund may be based on an evaluation that the Fund is benefited by relatively better purchase or sales price, lower commission expenses and beneficial timing of transactions, the Sub-Adviser's fiduciary duty to fairly allocate trading opportunities among its clients, or a combination of these and other factors. The allocation of securities so purchased or sold shall be made by the Sub-Adviser in the manner that the Sub-Adviser considers to be most equitable and consistent with its fiduciary obligations to the Fund and other clients. The Sub-Adviser represents and acknowledges that it is solely responsible for complying with any and all applicable pronouncements of the Commission or its staff with respect to the requirements for aggregating trades as may be set out in any interpretive release and/or no-action letters issued by the Commission staff ("SEC Requirements"). The Sub-Adviser further agrees to hold the Trust and the Adviser harmless from any and all loss, damage or liability resulting from the Sub-Adviser's failure to comply with any applicable SEC Requirements. The Sub-Adviser shall not be responsible for any acts or omissions by any broker or dealer, provided that the Sub-Adviser did not act with negligence or willful misconduct in the selection of such broker or dealer.

SECTION 9. EXPENSES. All of the ordinary business expenses incurred in the operations of the Funds and the offering of their shares shall be borne by the Funds unless

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specifically provided otherwise in this Agreement. The expenses borne by the Funds include, but are not limited to, brokerage commissions, taxes, legal, auditing or governmental fees, the cost of preparing share certificates, custodian, transfer agent and shareholder service agent costs, expense of issue, sale, redemption and repurchase of shares, expenses of registering and qualifying shares for sale, expenses relating to Board and shareholder meetings, the cost of preparing and distributing reports and notices to shareholders, the fees and other expenses incurred by the Funds in connection with membership in investment company organizations and the cost of printing copies of prospectuses and statements of additional information distributed to the Funds' shareholders.

The Sub-Adviser shall pay its own expenses in connection with the services to be provided by it pursuant to this Agreement. In addition, the Sub-Adviser shall be responsible for reasonable out-of-pocket costs and expenses incurred by

the Adviser or the Trust: (a) to amend the Trust's registration statement (other than as part of a normal annual updating of the registration statement) or supplement the Fund's prospectus, and circulate the same, to reflect a change in the personnel of the Sub-Adviser responsible for making investment decisions in relation to a Fund; or (b) to obtain shareholder approval of a new sub-advisory agreement as a result of a "change in control" (as such term is defined in Section 2(a)(9) of the 1940 Act) of the Sub-Adviser, or to otherwise comply with the 1940 Act, the Securities Act, or any other applicable statute, law, rule or regulation, as a result of such change.

SECTION 10. COMPENSATION. Upon receipt of shareholder approval of this Agreement, the Sub-Adviser shall be entitled to receive from the Adviser, a one-time, initial up-front payment equal to the difference between its ongoing fee under this Agreement and the lower fee paid to it during the term of the Interim Sub-Advisory Agreement between the parties dated September 15, 2004. In addition, as compensation for the sub-advisory services provided under this Agreement, the Adviser shall pay the Sub-Adviser fees, payable monthly, at the annual rates indicated on Appendix B hereto, as such Schedule may be amended or supplemented as agreed to in writing by the parties from time to time. Adviser shall pay Sub-Adviser such fee within thirty days after the end of each month. It is understood that the Adviser shall be responsible for the Sub-Adviser's fee for its services hereunder, and the Sub-Adviser agrees that it shall have no claim against the Trust or the Funds with respect to compensation under this Agreement.

SECTION 11. STANDARD OF CARE. The Trust and the Adviser will expect of the Sub-Adviser, and the Sub-Adviser will give the Trust and the Adviser the benefit of, the Sub-Adviser's best judgment and efforts in rendering its services to the Trust, and the Sub-Adviser shall not be liable hereunder for any mistake in judgment. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees or agents, the Sub-Adviser shall not be subject to liability to the Adviser, to the Trust or to any shareholders in the Trust for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security.

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SECTION 12. NON-EXCLUSIVITY. The services of the Sub-Adviser to the Adviser and the Trust are not to be deemed to be exclusive, and the Sub-Adviser shall be free to render investment advisory and administrative or other services to others (including other investment companies) and to engage in other activities. It is understood and agreed that officers or directors of the Sub-Adviser are not prohibited from engaging in any other business activity or from rendering services to any other person, or from serving as partners, officers, directors or trustees of any other firm or trust, including other investment advisory companies.

It is understood that the Sub-Adviser performs investment advisory services for various clients, including accounts of clients in which the Sub-Adviser or associated persons have a beneficial interest. The Sub-Adviser may give advice and take action in the performance of its duties with respect to any of its other clients, which may differ from the advice given, or the timing or nature of action taken, with respect to the assets of the Funds. Nothing in this Agreement shall be deemed to impose upon the Sub-Adviser any obligation to purchase or sell for the Funds any security or other property that the Sub-Adviser purchases or sells for its own accounts or for the account of any other client.

SECTION 13. RECORDS. The Sub-Adviser shall, with respect to orders the Sub-Adviser places for the purchase and sale of portfolio securities of the Funds, maintain or arrange for the maintenance of the documents and records required pursuant to Rule 31a-1 under the 1940 Act, as well as trade tickets and confirmations of portfolio trades, and such other records as the Adviser reasonably requests to be maintained. All such records shall be maintained in a form acceptable to the Adviser and the Trust and in compliance with the provisions of Rule 31a-1 or any successor rule. All such records will be the property of the Trust, and will be made available for inspection by the Trust and its authorized representatives (including the Adviser). The Sub-Adviser shall promptly, upon the Trust's request, surrender to the Trust those records which are the property of the Trust or any Fund; provided, however, that the Sub-Adviser may retain copies of such records.

SECTION 14. TERM AND APPROVAL. This Agreement shall become effective with respect to a Fund after it is approved in accordance with the express requirements of the 1940 Act, and executed by the Trust, Adviser and Sub-Adviser and shall thereafter continue from year to year, provided that the continuation of the Agreement is approved in accordance with the requirements of the 1940 Act, which currently requires that the continuation be approved at least annually:

- (a) (i) by the Trust's Board of Trustees or (ii) by the vote of "a majority of the outstanding voting securities" of the Fund (as defined in Section 2(a)(42) of the 1940 Act, and
- (b) by the affirmative vote of a majority of the Trust's Trustees who are not parties to this Agreement or "interested persons" (as defined in the 1940 Act) of a party to this Agreement (other than as Trustees of the Trust), by votes cast in person at a meeting specifically called for such purpose.

SECTION 15. TERMINATION. As required under the 1940 Act, this Agreement may be terminated with respect to a Fund at any time, without the payment of any penalty, by vote of the Board or by vote of a majority of a Fund's outstanding voting securities, or by the Adviser or Sub-Adviser, on sixty (60) days' written

notice to the other party. The notice provided for herein may be waived by the party entitled to receipt thereof. This Agreement shall automatically terminate in the event of its assignment, the term "assignment" for purposes of this paragraph having the meaning defined in Section 2(a)(4) of the 1940 Act, as it may be interpreted by the Commission or its staff in interpretive releases, or applied by the Commission staff in no-action letters, issued under the 1940 Act.

This Agreement may also be terminated immediately by the Adviser, the Sub-Adviser or the Trust in the event that a respective party: (i) breaches a material term of this Agreement; or (ii) commits a material violation of any governing law or regulation; or (iii) engages in conduct that would have a material adverse effect upon the reputation or business prospects of a respective party.

SECTION 16. INDEMNIFICATION BY THE SUB-ADVISER. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of the Trust or the Adviser, or any of their respective officers, directors, employees or agents, the Trust and the Adviser, respectively, shall not be responsible for, and the Sub-Adviser hereby agrees to indemnify and hold harmless the Trust and the Adviser (severally, but not jointly) against any and all losses, damages, costs, charges, reasonable counsel fees, payments, expenses, liability, claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission, board, bureau, agency or instrumentality of any kind, arising out of or attributable to the willful misfeasance, bad faith, negligent acts or reckless disregard of obligations or duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees affiliates or agents. The Sub-Adviser shall not be liable hereunder for any losses or damages resulting from the Sub-Adviser's adherence to the Adviser's written instructions.

SECTION 17. INDEMNIFICATION BY THE TRUST AND THE ADVISER. In the absence of willful misfeasance, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of the Sub-Adviser or any of its officers, directors, employees or agents, the Sub-Adviser shall not be responsible for, and the Trust and the Adviser (severally, but not jointly) hereby agree to indemnify and hold harmless the Sub-Adviser against any and all losses, damages, costs, charges, reasonable counsel fees, payments, expenses, liability, claims, actions, suits or proceedings at law or in equity whether brought by a private party or a governmental department, commission, board, bureau, agency or instrumentality of any kind, arising out of or attributable to conduct of the party from whom such indemnification is sought and relating to: (i) the advertising, solicitation, sale, purchase or pledge of securities, whether of the Funds or other securities, undertaken by the Funds, their officers, directors, employees, affiliates or agents, (ii) any violations of the securities laws, rules, regulations, statutes and codes,

whether federal or of any state, by the Funds or the Adviser, respectively, or their respective officers, directors, employees, affiliates or agents, or (iii) the willful misfeasance, bad faith, negligent acts or reckless disregard of obligations or duties hereunder on the part of the Funds or the Adviser, respectively, or their respective officers, directors, employees, affiliates or agents.

SECTION 18. NOTICES. Any notices under this Agreement shall be in writing, addressed and delivered or mailed postage paid to the other party at such address as such other party may designate for the receipt of such notice. Until further notice to the other party, it is agreed that the address of the Trust shall be 525 Market Street, 12th Floor, San Francisco, California 94105, Attention: Karla M. Rabusch, and that of the Adviser shall be 525 Market Street, 12th Floor, San Francisco, California 94105, Attention: C. David Messman, and that of the Sub-Adviser shall be 1 North Wacker Drive, Suite 4000, Chicago, Illinois 60606, Attention: Tremaine Atkinson.

SECTION 19. QUESTIONS OF INTERPRETATION. Any question of interpretation of any term or provision of this Agreement having a counterpart in or otherwise derived from a term or provision of the 1940 Act shall be resolved by reference to such terms or provision of the 1940 Act and to interpretations thereof, if any, by the United States Courts or in the absence of any controlling decision of any such court, by rules, regulations or orders of the Commission, or interpretations of the Commission or its staff, or Commission staff no-action letters, issued pursuant to the 1940 Act. In addition, where the effect of a requirement of the 1940 Act or the Advisers Act reflected in any provision of this Agreement is revised by rule, regulation or order of the Commission, such provision shall be deemed to incorporate the effect of such rule, regulation or order. The duties and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware to the extent that state law is not preempted by the provisions of any law of the United States heretofore or hereafter enacted.

SECTION 20. AMENDMENT. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. If shareholder approval of an amendment is required under the 1940 Act, no such amendment shall become effective until approved by a vote of the majority of the outstanding shares of the affected Funds. Otherwise, a written amendment of this Agreement is effective upon the approval of the Board, the Adviser and the Sub-Adviser.

SECTION 21. WELLS FARGO NAME. The Sub-Adviser and the Trust each agree that the name "Wells Fargo," which comprises a component of the Trust's name, is a property right of the parent of the Adviser. The Trust agrees and consents that: (i) it will use the words "Wells Fargo" as a component of its corporate name, the name of any series or class, or all of the above, and for no other purpose; (ii) it will not grant to any third party the right to use the name "Wells Fargo" for any purpose; (iii) the Adviser or any corporate affiliate of the Adviser may use or grant to others the right to use the words "Wells Fargo," or

any combination or abbreviation thereof, as all or a portion of a corporate or business name or for any commercial purpose, other than a grant of such

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right to another registered investment company not advised by the Adviser or one of its affiliates; and (iv) in the event that the Adviser or an affiliate thereof is no longer acting as investment adviser to any Fund, the Trust shall, upon request by the Adviser, promptly take such action as may be necessary to change its corporate name to one not containing the words "Wells Fargo" and following such change, shall not use the words "Wells Fargo," or any combination thereof, as a part of its corporate name or for any other commercial purpose, and shall use its best efforts to cause its trustees, officers and shareholders to take any and all actions that the Adviser may request to effect the foregoing and to reconvey to the Adviser any and all rights to such words. The Sub-Adviser may include the Wells Fargo Funds in its representative client list.

SECTION 22. RISK ACKNOWLEDGEMENT. The Sub-Adviser does not guarantee the future performance or any specific level of performance of the LSV Portion or of the Fund, the success of any investment decision or strategy that the Sub-Adviser may use, or the success of the Sub-Adviser's overall management of the LSV Portion. Each of the Trust and the Adviser understand that investment decisions made for the LSV Portion by the Sub-Adviser are subject to various market, currency, economic and business risks, and that those investment decisions will not always be profitable. The Sub-Adviser will manage only the securities, cash and other investments delegated to it which are held in the LSV Portion of the Funds' account(s) and, in making investment decisions for the LSV Portion, the Sub-Adviser will not consider any other securities, cash or other investments owned by the Trust.

SECTION 23. AUTHORITY TO EXECUTE AGREEMENT. Each of the individuals whose signature appears below represents and warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement. The Trust and the Adviser will deliver to the Sub-Adviser such evidence of its authority with respect to this Agreement as Sub-Adviser may reasonably require. The Sub-Adviser will deliver to the Trust and the Adviser such evidence of its authority with respect to this Agreement as the Trust or the Adviser may reasonably require.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their respective officers on the day and year first written above.

WELLS FARGO FUNDS TRUST

on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Senior Vice President

LSV ASSET MANAGEMENT

By:

Tremaine Atkinson
Partner and Chief Operating Officer

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LSV INVESTMENT SUB-ADVISORY AGREEMENT
WELLS FARGO FUNDS TRUST

APPENDIX A

FUNDS TRUST FUNDS

Diversified International Fund
(formerly, International Equity Fund)

Appendix A amended: March 1, 2010

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APPENDIX B

WELLS FARGO FUNDS TRUST
LSV INVESTMENT SUB-ADVISORY AGREEMENT

FEE AGREEMENT

This fee agreement is made as of the 1st day of February, 2005, by and between Wells Fargo Funds Trust (the "Trust"), Wells Fargo Funds Management, LLC (the "Adviser") and LSV Asset Management (the "Sub-Adviser").

WHEREAS, the parties have entered into an Investment Sub-Advisory Agreement ("Sub-Advisory Agreement") whereby the Sub-Adviser provides management and other services to each series of the Trust listed in Appendix A to the Sub-Advisory Agreement (each a "Fund" and collectively the "Funds"); and

WHEREAS, the Sub-Advisory Agreement provides that the fees to be paid to the Sub-Adviser are to be as indicated on Appendix B;

NOW THEREFORE, the parties agree that the fees to be paid to the Sub-Adviser under the Sub-Advisory Agreement shall be calculated and paid on a monthly basis by applying the annual rates indicated below to the average daily net assets of the LSV Portion throughout the month:

<TABLE>

<CAPTION>

NAME OF FUND	BREAKPOINTS	SUB-ADVISORY RATE
Diversified International Fund (formerly, International Equity Fund)	First 150M	0.35%
	Next 350M	0.40%
	Next 250M	0.35%
	Next 250M	0.325%
	Over 1B	0.30%

</TABLE>

The foregoing fee schedule is agreed to as of March 1, 2010 and shall remain in effect until changed in writing by the parties.

WELLS FARGO FUNDS TRUST
on behalf of the Funds

By:

C. David Messman
Secretary

WELLS FARGO FUNDS MANAGEMENT, LLC

By:

Andrew Owen
Executive Vice President

LSV ASSET MANAGEMENT

By:

Name:
Title:

EXHIBIT 7C

For period ending 03/31/2010 file number 811-09253.

List the name of each series or portfolio and give a consecutive number to each series or portfolio starting with the number 1. Use this same numerical designation for each series or portfolio in the series information block in the top right corner of the screens submitted in this filing and in all subsequent filings on this form. This information is required each time the form is filed.

For the funds over #99, interested parties could refer to the most recent shareholder report for financial information.

<TABLE>
<CAPTION>

Series Number	Series Name	Is this the last filing for this Series? (Y/N)
<S>	<C>	<C>
136	Wells Fargo Advantage International Core Fund	N
137	Wells Fargo Advantage Asia Pacific Fund	N
139	Wells Fargo Advantage Emerging Growth Fund	N

</TABLE>