SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

Filing Date: **2001-08-03**
SEC Accession No. 0000840519-01-500129

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FILER

STRONG LARGE CAP GROWTH FUND INC

CIK:**355416**| IRS No.: **391393160** | State of Incorp.:**WI** | Fiscal Year End: **1231**
Type: **485BPOS** | Act: **33** | File No.: **002-73967** | Film No.: **1697348**

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As filed with the Securities and Exchange Commission on or about August 3, 2001

Securities Act Registration No. 2-73967
Investment Company Act Registration No. 811-3254

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM N-1A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 [ ]
Pre-Effective Amendment No. ------ [ ]

Post-Effective Amendment No. 32 [X]
----
and/or
REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940 [ ]
Amendment No. 33 [X]

(Check appropriate box or boxes)

STRONG LARGE CAP GROWTH FUND, INC.
(Exact Name of Registrant as Specified in Charter)

100 Heritage Reserve
Menomonee Falls, Wisconsin 53051
(Address of Principal Executive Offices) (Zip Code)
Registrant's Telephone Number, including Area Code: (414) 359-3400

Elizabeth N. Cohernour
Strong Capital Management, Inc.
100 Heritage Reserve
Menomonee Falls, Wisconsin 53051
(Name and Address of Agent for Service)

It is proposed that this filing will become effective (check appropriate box).

[X] immediately upon filing pursuant to paragraph (b) of Rule 485
[ ] on (date) pursuant to paragraph (b) of Rule 485
[ ] 60 days after filing pursuant to paragraph (a)(1) of Rule 485
[ ] on (date) pursuant to paragraph (a)(1) of Rule 485
[ ] 75 days after filing pursuant to paragraph (a)(2) of Rule 485
[ ] on (date) pursuant to paragraph (a)(2) of Rule 485

If appropriate, check the following box:

[ ] this post-effective amendment designates a new effective date for a previously filed post-effective amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant certifies that it meets all of the requirements for effectiveness of this Post-Effective Amendment to the Registration Statement pursuant to Rule 485(b) under the Securities Act of 1933, and has duly caused this Post-Effective Amendment to the Registration Statement to be signed on its behalf by the undersigned, thereto duly authorized, in the Village of Menomonee Falls, and State of Wisconsin as of the 3rd day of August, 2001.

STRONG LARGE CAP GROWTH FUND, INC.
(Registrant)

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By: /s/ Elizabeth N. Cohernour

Elizabeth N. Cohernour,
Vice President and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment to the Registration Statement on Form N-1A has been signed below by the following persons in the capacities and as of the date indicated.

<TABLE>
<CAPTION>

<S> NAME	<C> TITLE	<C> DATED AS OF
/s/ Richard S. Strong Richard S. Strong	Chairman of the Board (Principal Executive Officer) and a Director	August 3, 2001
/s/ John W. Widmer John W. Widmer	Treasurer (Principal Financial and Accounting Officer)	August 3, 2001
Marvin E. Nevins*	Director	August 3, 2001
Willie D. Davis*	Director	August 3, 2001
William F. Vogt*	Director	August 3, 2001
Stanley Kritzik*	Director	August 3, 2001
Neal Malicky*	Director	August 3, 2001

</TABLE>

* Elizabeth N. Cohernour signs this document pursuant to powers of attorney filed with Post-Effective Amendment No. 28 to the Registration Statement on Form N-1A.

By: /s/ Elizabeth N. Cohernour

Elizabeth N. Cohernour

EXHIBIT INDEX

<TABLE>
<CAPTION>

EXHIBIT NO.	EXHIBIT	EDGAR EXHIBIT NO.

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<S>	<C>	<C>
(d)	Amended and Restated Investment Advisory Agreement	EX-99.d
(n)	Amended and Restated Rule 18f-3 Multiple Class Plan	EX-99.n

</TABLE>

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AMENDED AND RESTATED
INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT is made and entered into on __________, 20 __, and as amended and restated on this ____ day of _________, ____, between STRONG [ ], INC., a Wisconsin corporation (the "Corporation"), and STRONG CAPITAL MANAGEMENT, INC., a Wisconsin corporation (the "Adviser");

WITNESSETH

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

WHEREAS, the Corporation is authorized to create separate series, each with its own separate investment portfolio; and

WHEREAS, the Corporation desires to retain the Adviser, which is a registered investment adviser under the Investment Advisers Act of 1940, as amended, to act as investment adviser for each series of the Corporation listed in Schedule A attached hereto, and to manage each of their assets;

NOW, THEREFORE, the Corporation and the Adviser do mutually agree and promise as follows:

1. EMPLOYMENT. The Corporation hereby appoints Adviser as investment adviser for each series of the Corporation listed on Schedule A attached hereto (a "Portfolio" or collectively, the "Portfolios"), and Adviser accepts such appointment. Subject to the supervision of the Board of Directors of the Corporation and the terms of this Agreement, the Adviser shall act as investment adviser for and manage the investment and reinvestment of the assets of any Portfolio. The Adviser is hereby authorized to delegate some or all of its services subject to necessary approval, which includes without limitation, the delegation of its investment adviser duties hereunder to a subadvisor pursuant to a written agreement (a "Subadvisory Agreement") under which the subadvisor shall furnish the services specified therein to the Adviser. The Adviser will continue to have responsibility for all investment advisory services furnished pursuant to a Subadvisory Agreement. The Adviser shall discharge the foregoing responsibilities subject to the control of the Board of Directors of the Corporation and in compliance with such policies as the Board of Directors may from time to time establish, and in compliance with the objectives, policies, and limitations for each Portfolio set forth in such Portfolio's prospectus(es) and statement of additional information, as amended from time to time, and applicable laws and regulations. The Adviser shall (i) provide for use by the Corporation, at the Adviser's expense, office space and all necessary office facilities, equipment and personnel for servicing the investments of each Portfolio, (ii) pay the salaries and fees of all officers and directors of the Corporation who are "interested persons" of the Adviser as such term is defined under the 1940 Act, and (iii) pay for all clerical services relating to research, statistical and investment work.

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2. ALLOCATION OF PORTFOLIO BROKERAGE. The Adviser is authorized, subject to the supervision of the Board of Directors of the Corporation, to place orders for the purchase and sale of securities and to negotiate commissions to be paid on such transactions. The Adviser is authorized to select the brokers or dealers that will execute the purchases and sales of securities for the Portfolios and is directed to use its best efforts to obtain the best net results as described in the Portfolios' statements of additional information. The Adviser may, on behalf of each Portfolio, pay brokerage commissions to a broker which provides brokerage and research services to the Adviser in excess of the amount another broker would have charged for effecting the transaction, provided (i) the Adviser determines in good faith that the amount is reasonable in relation to the value of the brokerage and research services provided by the executing broker in terms of the particular transaction or in terms of the Adviser's overall responsibilities with respect to a Portfolio and the accounts as to which the Adviser exercises investment discretion, (ii) such payment is made in compliance with Section 28(e) of the Securities Exchange Act of 1934, as amended, and other applicable state and federal laws, and (iii) in the opinion of the Adviser, the total commissions paid by a Portfolio will be reasonable in relation to the benefits to such Portfolio over the long term.

3. EXPENSES. Each Portfolio will pay all its expenses and the Portfolio's allocable share of the Corporation's expenses, other than those expressly stated to be payable by the Adviser hereunder, which expenses payable by a Portfolio shall include, without limitation, interest charges, taxes, brokerage commissions and similar expenses, distribution and shareholder servicing expenses, expenses of issue, sale, repurchase or redemption of shares, expenses of registering or qualifying shares for sale, expenses of printing and distributing prospectuses to existing shareholders, charges of custodians (including sums as custodian and for keeping books and similar services of the Portfolios), transfer agents (including the printing and mailing of reports and notices to shareholders), registrars, auditing and legal services, clerical services related to recordkeeping and shareholder relations, printing of share certificates, fees for directors who are not "interested persons" of the Adviser, and other expenses not expressly assumed by the Adviser under Paragraph 1 above. Notwithstanding the foregoing, the Adviser will not bear expenses of the Corporation or any Portfolio which would result in the Corporation's inability to qualify as a regulated investment company under the provisions of the Internal Revenue Code.

4. AUTHORITY OF ADVISER. The Adviser shall for all purposes herein be considered an independent contractor and shall not, unless expressly authorized and empowered by the Corporation or any Portfolio, have authority to act for or represent the Corporation or any Portfolio in any way, form or manner. Any authority granted by the Corporation on behalf of itself or any Portfolio to the Adviser shall be in the form of a resolution or resolutions adopted by the Board of Directors of the Corporation.

5. COMPENSATION OF ADVISER. For the services to be furnished by the Adviser hereunder, each Portfolio listed in Schedule A shall pay the Adviser, and the Adviser agrees to accept as full compensation for all services rendered

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hereunder, an Advisory Fee. The Advisory Fee shall be calculated by applying a daily rate, based on the annual percentage rates as set forth in Schedule B of the net asset value of the Portfolio determined and payable as of the close of business on each business day.

6. RIGHTS AND POWERS OF ADVISER. The Adviser's rights and powers with respect to acting for and on behalf of the Corporation or any Portfolio, including the rights and powers of the Adviser's officers and directors, shall be as follows:

(a) Directors, officers, agents and shareholders of the Corporation are or may at any time or times be interested in the Adviser as officers, directors, agents, shareholders or otherwise. Correspondingly, directors, officers, agents and shareholders of the Adviser are or may at any time or times be interested in the Corporation as directors, officers, agents and as shareholders or otherwise, but nothing herein shall be deemed to require the Corporation to take any action contrary to its Articles of Incorporation or any applicable statute or regulation. The Adviser shall, if it so elects, also have the right to be a shareholder in any Portfolio.

(b) Except for initial investments in a Portfolio, not in excess of $100,000 in the aggregate for the Corporation, the Adviser shall not take any long or short positions in the shares of the Portfolios and that insofar as it can control the situation it shall prevent any and all of its officers, directors, agents or shareholders from taking any long or short position in the shares of the Portfolios. This prohibition shall not in any way be considered to prevent the Adviser or an officer, director, agent or shareholder of the Adviser from purchasing and owning shares of any of the Portfolios for investment purposes. The Adviser shall notify the Corporation of any sales of shares of any Portfolio made by the Adviser within two months after purchase by the Adviser of shares of any Portfolio.

(c) The services of the Adviser to each Portfolio and the Corporation are not to be deemed exclusive and Adviser shall be free to render similar services to others as long as its services for others does not in any way hinder, preclude or prevent the Adviser from performing its duties and obligations under this Agreement. In the absence of willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of the Adviser, the Adviser shall not be subject to liability to the Corporation or to any of the Portfolios or to any shareholder 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.

7. DURATION AND TERMINATION. The following shall apply with respect to the

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duration and termination of this Agreement:

(a) This Agreement shall begin for each Portfolio as of the date this Agreement is first executed and shall continue in effect for two years. With respect to each Portfolio added by execution of an Addendum to Schedule A, the term of this Agreement shall begin on the date of such execution and, unless sooner terminated as hereinafter provided, this Agreement shall remain in effect to the date two years after such execution. Thereafter, in each case, this Agreement shall remain in effect, for successive periods of one year, subject to the provisions for termination and all of the other terms and conditions hereof if: (a) such continuation shall be specifically approved at least annually by (i) either the Board of Directors of the Corporation or a majority of a Portfolio's outstanding voting securities, and in either case (ii) a majority of the Directors who are not parties to this Agreement or interested persons of any such party (other than as Directors of the Corporation), cast in person at a meeting called for that purpose; and (b) Adviser shall not have notified a Portfolio in writing at least sixty (60) days prior to the anniversary date of this Agreement in any year thereafter that it does not desire such continuation with respect to that Portfolio. Prior to voting on the renewal of this Agreement, the Board of Directors of the Corporation may request and evaluate, and the Adviser shall furnish, such information as may reasonably be necessary to enable the Corporation's Board of Directors to evaluate the terms of this Agreement.

(b) Notwithstanding whatever may be provided herein to the contrary, this Agreement may be terminated at any time with respect to any Portfolio, without payment of any penalty, by affirmative vote of a majority of the Board of Directors of the Corporation, or by vote of a majority of the outstanding voting securities of that Portfolio, as defined in Section 2(a)(42) of the 1940 Act, or by the Adviser, in each case, upon sixty (60) days' written notice to the other party and shall terminate automatically in the event of its assignment.

8. AMENDMENT. This Agreement may be amended by mutual consent of the parties, provided that the terms of each such amendment shall be approved by the vote of a majority of the Board of Directors of the Corporation, including a majority of the Directors who are not parties to this Agreement or interested persons of any such party to this Agreement (other than as Directors of the Corporation) cast in person at a meeting called for that purpose, and, where required by Section 15(a)(2) of the 1940 Act, on behalf of a Portfolio by a majority of the outstanding voting securities (as defined in Section 2(a)(42) of the 1940 Act) of such Portfolio. If such amendment is proposed in order to comply with the recommendations or requirements of the Securities and Exchange Commission or state regulatory bodies or other governmental authority, or to obtain any advantage under state or federal laws, the Corporation shall notify the Adviser of the form of amendment which it deems necessary or advisable and the reasons therefor, and if the Adviser declines to assent to such amendment, the Corporation may terminate this Agreement forthwith.

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9. NOTICE. Any notice that is required to be given by the parties to each other under the terms of this Agreement shall be in writing, addressed and delivered, or mailed postpaid to the other party at the principal place of business of such party.

10. ASSIGNMENT. This Agreement shall neither be assignable nor subject to pledge or hypothecation and in the event of assignment, pledge or hypothecation shall automatically terminate. For purposes of determining whether an "assignment" has occurred, the definition of "assignment" in Section 2(a)(4) of the 1940 Act, or any rules or regulations promulgated thereunder, shall control.

11. REPORTS. The Corporation and the Adviser agree to furnish to each other, if applicable, current prospectuses, proxy statements, reports to shareholders, certified copies of their financial statements, and such other information with regard to their affairs as each may reasonably request.

12. USE OF THE ADVISER'S NAME. The Corporation shall not use the name of the Adviser in any prospectus, sales literature or other material relating to the Portfolios in a manner not approved by the Adviser prior thereto; PROVIDED, HOWEVER, that the approval of the Adviser shall not be required for any use of its name which merely refers in accurate and factual terms to its appointment hereunder or which is required by the SEC or any state securities authority or any other appropriate regulatory, governmental or judicial authority; PROVIDED, FURTHER, that in no event shall such approval be unreasonably withheld or delayed.

13. CERTAIN RECORDS. Any records required to be maintained and preserved pursuant to the provisions of Rule 31a-1 and Rule 31a-2 promulgated under the 1940 Act which are prepared or maintained by the Adviser on behalf of the Corporation are the property of the Corporation and will be surrendered promptly to the Corporation on request.

14. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the applicable provisions of the 1940 Act. To the extent that the applicable laws of the State of Wisconsin, or any of the provisions herein, conflict with the applicable provisions of the 1940 Act, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first stated above.

Attest:	Strong Capital Management, Inc.
-------------------------------------	------------------------------------

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Attest: Strong [ ], Inc.

------------------------------------- -------------------------------------

SCHEDULE A

The Portfolio(s) of the Corporation currently subject to this Agreement are as follows:

PORTFOLIO(S)	Date of Addition TO THIS AGREEMENT
Strong [ ] Fund	

Attest: Strong Capital Management, Inc.

------------------------------------- -------------------------------------

Attest: Strong [ ], Inc.

------------------------------------- -------------------------------------

SCHEDULE B

Compensation pursuant to Paragraph 5 of this Agreement shall be calculated in accordance with the following schedules:

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Portfolio(s)	Annual Fee
Strong [ ] Fund	_________%

Attest: Strong Capital Management, Inc.

------------------------------------- -------------------------------------

Attest: Strong [ ], Inc.

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AMENDED AND RESTATED RULE 18F-3
MULTIPLE CLASS PLAN

THIS RULE 18F-3 MULTIPLE CLASS PLAN, adopted on January 28, 2000, amended and restated on this __th day of July, 2001, by the corporations listed on Schedule A, as such schedule may be amended from time to time, each a Wisconsin Corporation (each a "Corporation" and collectively the "Corporations"); and

WHEREAS, the Corporation engages in business as an open-end management investment company and is registered as such under the Investment Company Act of 1940 (the "1940 Act"); and

WHEREAS, the Corporation is authorized to create separate series, each with its own separate investment portfolio, and the beneficial interest in each such series will be represented by a separate series of shares (each series is hereinafter individually referred to as a "Fund" and collectively, the "Funds"); and

WHEREAS, the Corporation, on behalf of the Fund, has adopted a Multiple Class Plan pursuant to Rule 18f-3 under the 1940 Act ("Plan"); and

WHEREAS, the Corporation, on behalf of the Fund, employs Strong Capital Management, Inc. ("SCM") as its investment adviser, administrator, and transfer agent and Strong Investments, Inc. as distributor of the securities issued by the Fund; and

WHEREAS, the Corporation desires to amend the Plan to redesignate the Advisor Class shares of the Strong Municipal Bond Fund, the Strong Short-Term Municipal Bond Fund, the Strong High-Yield Municipal Bond Fund, and the Strong Short-Term High Yield Municipal Bond Fund, respectively, as Investor Class shares and remove references to differences between front-end and back-end dividends between classes.

NOW, THEREFORE, the Corporation, on behalf of the Fund, hereby amends and restates the Plan, in accordance with Rule 18f-3 under the 1940 Act, on the following terms and conditions:

1. FEATURES OF THE CLASSES. The Fund shall offer from time to time, at the discretion of the Board, up to eight classes of shares: Class A Shares, Class B Shares, Class C Shares, Class L Shares, Class Z Shares, Investor Class Shares, Advisor Class Shares, and Institutional Class Shares. Shares of each class of the Fund shall represent an equal PRO RATA interest in the Fund and, generally, shall have identical voting, dividend, distribution, liquidation, and other rights, preferences, powers, restrictions, limitations, qualifications, and terms and conditions, except that: (a) each class shall have a different designation; (b) each class of shares shall bear any Class Expenses, as defined in Section 4 below; (c) each class shall have exclusive voting rights on any matter (such as a plan of distribution adopted pursuant to Rule 12b-1

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("Distribution Plan" or a service agreement relating to a class) submitted to shareholders that relates solely to such class; and (d) the classes shall have separate voting rights on any matter submitted to shareholders in which the interests of one class differ from the interests of any other class. In addition, Class A Shares, Class B Shares, Class C Shares, Class L Shares, Class Z Shares, Investor Class Shares, Advisor Class Shares and Institutional Class Shares of the Fund shall have the features described in Sections 3, 4, and 5 below.

2. DESIGNATION OF CURRENT SHARE CLASSES. The former Investor and Advisor Class shares of the Strong Advisor Bond Fund (f.k.a. Strong Bond Fund), a series of Strong Income Funds II, Inc., were redesignated as Class Z shares and Class A shares, respectively. The former Advisor Class shares of the Strong Municipal Bond Fund, the Strong Short-Term Municipal Bond Fund, the Strong High-Yield Municipal Bond Fund, and the Strong Short-Term High Yield Municipal Fund ("Municipal Funds") were redesignated and converted into Investor Class shares, respectively, effective October 17, 2001 or such other date selected by a Municipal Funds officer.

3. DISTRIBUTION STRUCTURE. As discussed more fully in the relevant then-current Prospectus(es), each class of shares shall have the following distribution structure and other features.

(a) CLASS A SHARES. Class A Shares shall be sold subject to a front-end sales charge, with scheduled variations in the level of the sales charge depending on the amount invested; an annual fee paid pursuant to Rule 12b-1; and a contingent deferred sales charge.

(b) CLASS B SHARES. Class B Shares shall be sold subject to an annual fee paid pursuant to Rule 12b-1; and a contingent deferred sales charge. Class B Shares have a conversion feature, as described under Section 6 below.

(c) CLASS C SHARES. Class C Shares shall be sold subject to an annual fee paid pursuant to Rule 12b-1; and a contingent deferred sales charge.

(d) CLASS L SHARES. Class L Shares shall be sold subject to a front-end sales charge, without scheduled variations in the level of the sales charge; an annual fee paid pursuant to Rule 12b-1; and a contingent deferred sales charge.

(e) CLASS Z SHARES. Class Z Shares shall be offered to certain groups of investors (as disclosed in the Prospectus) at their then current net asset value ("NAV") without the imposition of an initial sales charge, or a contingent deferred sales charge. Class Z Shares may, if subject to a properly adopted Distribution Plan, be subject to an annual fee paid pursuant to Rule 12b-1.

(f) INVESTOR CLASS SHARES. Investor Class Shares of the Fund shall be offered at their then current net asset value ("NAV") without the imposition of an initial sales charge, or a contingent deferred sales charge. Investor Class Shares may, if subject to a properly adopted Distribution Plan, be subject to an annual fee paid pursuant to Rule 12b-1.

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(g) ADVISOR CLASS SHARES. Advisor Class Shares of the Fund shall be sold subject to an annual fee paid pursuant to Rule 12b-1.

(h) INSTITUTIONAL CLASS SHARES. Institutional Class Shares of the Fund shall be offered to institutional investors (as described in the Prospectus) at their then current NAV without the imposition of an initial sales charge, a contingent deferred sales charge, or an asset-based sales or service fee under a Distribution Plan. Institutional Class Shares shall be subject to fees paid under an administration services agreement that are lower than those paid by Class Z or Investor Class Shares. In addition, Institutional Class Shares shall be sold to institutional investors that meet certain minimum initial investment requirements (as disclosed in the Prospectus).

4. ALLOCATION OF INCOME AND EXPENSES.

(a) The NAV of all outstanding shares representing interests in the Fund shall be computed on the same days and at the same time. For purposes of computing NAV, the gross investment income of the Fund shall be allocated to each class on the basis of the relative net assets of each class at the beginning of the day adjusted for capital share activity for each class as of the prior day as reported by the Fund's transfer agent. Realized and unrealized gains and losses for each class will be allocated based on relative net assets at the beginning of the day, adjusted for capital share activity for each class of the prior day, as reported by the Fund's transfer agent. To the extent practicable, certain expenses, (other than Class Expenses as defined below, which shall be allocated more specifically), shall be allocated to each class based on the relative net assets of each class at the beginning of the day, adjusted for capital share activity for each class as of the prior day, as reported by the Fund's transfer agent. Allocated expenses to each class shall be subtracted from allocated gross income. These expenses include:

(1) Expenses incurred by the Corporation (for example, fees of Directors, auditors, insurance costs, and legal counsel) that are not attributable to the Fund or class of shares of the Fund ("Corporation Level Expenses"); and

(2) Expenses incurred by the Fund that are not attributable to any particular class of the Fund's shares (for example, advisory fees, custodial fees, banking charges, organizational costs, or other expenses relating to the management of the Fund's assets) ("Fund Expenses").

(b) Expenses attributable to a particular class ("Class Expenses") shall be limited to: (i) payments made pursuant to a Distribution Plan; (ii) transfer agent fees attributable to a specific class; (iii) printing and postage expenses related to preparing and distributing materials such as shareholder reports, prospectuses and proxies to current shareholders of a specific class; (iv) the expense of administrative personnel and services to support the shareholders of a specific class, including, but not limited to, fees and expenses under an administrative service agreement; (v) litigation or other legal expenses relating solely to one class; and (vi) Directors' fees incurred as a result of issues relating to one class. Expenses in category (i) above must be allocated

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to the class for which such expenses are incurred. All other "Class Expenses" listed in categories (ii)-(vi) above may be allocated to a class but only if an officer of the Corporation has determined, subject to Board approval or ratification, which of such categories of expenses will be treated as Class Expenses consistent with applicable legal principles under the 1940 Act and the Internal Revenue Code of 1986 ("Code").

(c) Expenses shall be apportioned to each class of shares depending on the nature of the expense item. Corporation Level Expenses and Fund Expenses shall be allocated among the classes of shares based on their relative NAVs. Approved Class Expenses shall be allocated to the particular class to which they are attributable. In addition, certain expenses may be allocated differently if their method of imposition changes. Thus, if a Class Expense can no longer be attributed to a class, it shall be charged to the Fund for allocation among the classes, as determined by the Board of Directors. Any additional Class Expenses not specifically identified above that are subsequently identified and determined to be properly allocated to one class of shares shall not be so allocated until approved by the Board of Directors of the Corporation in light of the requirements of the 1940 Act and the Code.

5. EXCHANGE PRIVILEGES. Shares of a particular Class of the Fund may be exchanged at their relative NAVs for the same class of shares of another Strong Fund except as described in the prospectus(es), or, if the other Strong Fund does not have multiple classes of shares, the existing shares of the other Strong Fund. Exchanges of a class of shares of a Strong Fund that does not charge an initial sales load into a class of shares of another Strong Fund that does charge an initial sales load shall be subject to a sales charge. Exchanges of shares of a Strong Fund subject to an initial sales charge that were held for less than six months for shares of another Strong Fund that charges a lesser initial sales load will be subject to a sales charge equal to the difference between the initial sales charges of the two Strong Funds. Purchases of Fund shares by exchange are subject to the same minimum investment requirements and other criteria imposed for purchases made in any other manner.

6. CONVERSION FEATURES. Class B shares shall automatically convert to Class A shares eight years after purchase. The conversion shall be based on relative NAV and shall be accomplished without the imposition of sales charges or other fees. Class B shares, however, shall not be so converted if Class A shares are, at the time of conversion subject to a fee paid pursuant to Rule 12b-1 that is higher than Class B's Rule 12b-1. Advisor Class shares of the Strong Municipal Bond Fund, the Strong Short-Term Municipal Bond Fund, the Strong High-Yield Municipal Bond Fund, and the Strong Short-Term High Yield Municipal Bond Fund shall be redesignated and converted into Investor Class shares. The conversion shall be based on relative NAV and shall be accomplished without the imposition of sales charges or other fees. There shall be no conversion feature associated with Class A, Class C, Class L, Class Z, Investor Class, other Fund Advisor Class, or Institutional Class shares.

7. WAIVER OR REIMBURSEMENT OF EXPENSES. Expenses may be waived or reimbursed by SCM or any other provider of services to the Fund without the prior approval of the Corporation's Board of Directors.

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8. EFFECTIVENESS OF PLAN. The Plan shall not take effect until a majority of both (a) the Directors of the Corporation and (b) those Directors of the Corporation who are not "interested persons" of the Corporation (as defined in the 1940 Act) have found that the Plan, including the expense allocation, is in the best interests of each class individually, and the Fund and the Corporation as a whole.

9. MATERIAL MODIFICATIONS. This Plan may not be amended to materially modify its terms unless such amendment is approved in the manner provided for initial approval in Paragraph 8 hereof.

SCHEDULE A

The Funds of the Corporation currently subject to this Multiple Class Plan are as follows:

CORPORATION/FUND/CLASS	Date of Addition TO THIS MULTIPLE CLASS PLAN

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