

PPG INDUSTRIES INC
Form 4
June 16, 2014

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
SEKMAKAS VIKTORAS R

(Last) (First) (Middle)

PPG INDUSTRIES, INC., ONE PPG PLACE

(Street)

PITTSBURGH, PA 15272

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
PPG INDUSTRIES INC [PPG]

3. Date of Earliest Transaction (Month/Day/Year)
06/12/2014

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

___ Director ___ 10% Owner
X Officer (give title below) ___ Other (specify below)

Executive Vice President

6. Individual or Joint/Group Filing(Check Applicable Line)
X Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)		
				(A) or (D)	Code	V	Amount	(D)	Price

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474
(9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security	2. Conversion or Exercise	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any	4. Transaction Code	5. Number of Derivative Securities	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Underlying Securities
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(Instr. 3)	Price of Derivative Security	(Month/Day/Year)	(Instr. 8)	Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	(Instr.)						
			Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares	
Phantom Stock Units	(1)	06/12/2014	A		0.935		(2)	(2)	Common Stock	0.935	\$ 200

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
SEKMAKAS VIKTORAS R PPG INDUSTRIES, INC. ONE PPG PLACE PITTSBURGH, PA 15272			Executive Vice President	

Signatures

Greg E. Gordon, Attorney-in-Fact for Viktoras R. Sekmakas 06/16/2014

__Signature of Reporting Person Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The security converts to common stock on a one-for-one basis.
- (2) After termination of employment with PPG.
- (3) Total of all phantom stock units held by the reporting person in the PPG Industries, Inc. Deferred Compensation Plan.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. us metals of all kinds and in any form and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidences of debts, debentures, scrip, certificates, interim receipts, warrants, rights, puts, calls, straddles, spreads, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, warehouse receipts, bills of lading, conditional sales contracts, abstracts of title, insurance policies, deeds, mortgages under real estate and/or chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers, including books of account and other records used by the Insured in the conduct of its business, and all other instruments similar to or in the nature of the foregoing including Electronic Representations of such Instruments enumerated above (but excluding all data processing records) in which the Insured has an interest or in which the Insured acquired or should have acquired an interest by reason of a predecessor's declared financial condition at the time of the Insured's consolidation or merge with, or purchase of the principal assets of, such predecessor or which are held by the Insured for any purpose or in any capacity and whether so held by the Insured for any purpose or in any

capacity and whether so held gratuitously or not and whether or not the Insured is liable therefor.

(c) "Forgery" means the signing of the name of another with the intent to deceive; it does not include the signing of one's own name with or without authority, in any capacity, or for any purpose.

(d) "Larceny and Embezzlement" as it applies to any named Insured means those acts as set forth in Section 37 of the Investment Company Act of 1940.

(e) "Items of Deposit" means any one or more checks and drafts.

SECTION 2. EXCLUSIONS

THIS BOND DOES NOT COVER:

(a) loss effected directly or indirectly by means of forgery or alteration of, on or in any instrument, except when covered by Insuring Agreement (A), (D), (E) or (F).

(b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (D), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit.

(c) loss, in time of peace or war, directly or indirectly caused by or resulting from the effects of nuclear fission or fusion or radioactivity; provided, however, that this paragraph shall not apply to loss resulting from industrial uses of nuclear energy.

(d) loss resulting from any wrongful act or acts of any person who is a member of the Board of Directors of the Insured or a member of any equivalent body by whatsoever name known unless such person is also an Employee or an elected official, partial owner or partner of the Insured in some other capacity, nor, in any event, loss resulting from the act or acts of any person while acting in the capacity of a member of such Board or equivalent

body.

(e) loss resulting from the complete or partial nonpayment of, or default upon, any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Insured or any of its partners, directors or Employees, whether authorized or unauthorized and whether procured in good faith or through trick, artifice, fraud or false pretenses, unless such loss is covered under Insuring Agreement (A), (E) or (F).

(f) loss resulting from any violation by the Insured or by any Employee

(1) of law regulating (a) the issuance, purchase or sale of securities, (b) securities transactions upon Security Exchanges or over the counter market, (c) Investment Companies, or (d) Investment Advisors, or

(2) of any rule or regulation made pursuant to any such law unless such loss, in the absence of such laws, rules or regulations, would be covered under Insuring Agreements (A) or (E).

(g) loss of Property or loss of privileges through the misplacement or loss of Property as set forth in Insuring Agreement (C) or (D) while the Property is in the custody of any armored motor vehicle company, unless such loss shall be in excess of the amount recovered or received by the Insured under (a) the Insured's contract with said armored motor vehicle company, (b) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (c) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this bond shall cover only such excess.

(h) potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this bond, except as included under Insuring Agreement (I).

(i) all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this bond.

(j) loss through the surrender of Property away from an office of the Insured as a result of a threat

(1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or

(2) to do damage to the premises or Property of the Insured, except when covered under Insuring Agreement (A).

(k) all costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this bond unless such indemnity is provided for under Insuring Agreement (I).

Explanation of Responses:

(l) loss resulting from payments made or withdrawals from the account of a customer of the Insured, shareholder or subscriber to shares involving funds erroneously credited to such account, unless such payments are made to or withdrawn by such depositor or representative of such person, who is within the premises of the drawee bank of the Insured or within the office of the Insured at the time of such payment or withdrawal or unless such payment is covered under Insuring Agreement (A).

(m) any loss resulting from Uncollectible Items of Deposit which are drawn from a financial institution outside the fifty states of the United States of America, District of Columbia, and territories and possessions of the United States of America, and Canada.

SECTION 3. ASSIGNMENT OF RIGHTS

This bond does not afford coverage in favor of any Employers of temporary personnel or of processors as set forth in sub-sections (6) and (7) of Section 1(a) of this bond, as aforesaid, and upon payment to the insured by the Underwriter on account of any loss through dishonest or fraudulent act(s) including Larceny or Embezzlement committed by any of the partners, officers or employees of such Employers, whether acting alone or in collusion with others, an assignment of such of the Insured's rights and causes of action as it may have against such Employers by reason of such acts so committed shall, to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights herein provided for.

SECTION 4. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS

This bond is for the use and benefit only of the Insured named in the Declarations and the Underwriter shall not be liable hereunder for loss sustained by anyone other than the Insured unless the Insured, in its sole discretion and at its option, shall include such loss in the Insured's proof of loss. At the earliest practicable moment after discovery of any loss hereunder the Insured shall give the Underwriter written notice thereof and shall also within six months after such discovery furnish to the Underwriter affirmative proof of loss with full particulars. If claim is made under this bond for loss of securities or shares, the Underwriter shall not be liable unless each of such securities or shares is identified in such proof of loss by a certificate or bond number or, where such securities or shares are uncertificated, by such identification means as agreed to by the Underwriter. The Underwriter shall have thirty days after notice and proof of loss within which to investigate the claim, and this shall apply notwithstanding the loss is made up wholly or in part of securities of which duplicates may be obtained. Legal proceedings for recovery of any loss hereunder shall not be brought prior to the expiration of sixty days after such proof of loss is filed with the Underwriter nor after the expiration of twenty-four months from the discovery of such loss, except that any action or proceeding to recover hereunder on account of any judgment against the Insured in any suit mentioned in General Agreement C or to recover

attorneys' fees paid in any such suit, shall be begun within twenty-four months from the date upon which the judgment in such suit shall become final. If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Discovery occurs when the Insured

(a) becomes aware of facts, or

(b) receives written notice of an actual or potential claim by a third party which alleges that the Insured is liable under circumstance which would cause a reasonable person to assume that a loss covered by the bond has been or will be incurred even though the exact amount or details of loss may not be then known.

SECTION 5. VALUATION OF PROPERTY

The value of any Property, except books of accounts or other records used by the Insured in the conduct of its business, for the loss of which a claim shall be made hereunder, shall be determined by the average market value of such Property on the business day next preceding the discovery of such loss; provided, however, that the value of any Property replaced by the Insured prior to the payment of claim therefor shall be the actual market value at the time of replacement; and further provided that in case of a loss or misplacement of interim certificates, warrants, rights, or other securities, the production which is necessary to the exercise of subscription, conversion, redemption or deposit privileges, the value thereof shall be the market value of such privileges immediately preceding the expiration thereof if said loss or misplacement is not discovered until after their expiration. If no market price is quoted for such Property or for such privileges, the value shall be fixed by agreement between the parties or by arbitration.

In case of any loss or damage to Property consisting of books of accounts or other records used by the Insured in the conduct of its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

SECTION 6. VALUATION OF PREMISES AND FURNISHINGS

In case of damage to any office of the Insured, or loss of or damage to the furnishings, fixtures, stationary, supplies, equipment, safes or vaults therein, the Underwriter shall not be liable for more than the actual cash value thereof, or for more than the actual cost of their replacement or repair. The Underwriter may, at its election, pay such actual cash value or

make such replacement or repair. If the Underwriter and the Insured cannot agree upon such cash value or such cost or replacement or repair, such shall be determined by arbitration.

SECTION 7. LOST SECURITIES

If the Insured shall sustain a loss of securities the total value of which is in excess of the limit stated in Item 3 of the Declarations of this bond, the liability of the Underwriter shall be limited to payment for, or duplication of, securities having value equal to the limit stated in Item 3 of the Declarations of this bond.

If the Underwriter shall make payment to the Insured for any loss of securities, the Insured shall thereupon assign to the Underwriter all of the Insured's rights, title and interests in and to said securities.

With respect to securities the value of which do not exceed the Deductible Amount (at the time of the discovery of the loss) and for which the Underwriter may at its sole discretion and option and at the request of the Insured issue a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured will pay the usual premium charged therefor and will indemnify the Underwriter against all loss or expense that the Underwriter may sustain because of the issuance of such Lost Instrument Bond or Bonds.

With respect to securities the value of which exceeds the Deductible Amount (at the time of discovery of the loss) and for which the Underwriter may issue or arrange for the issuance of a Lost Instrument Bond or Bonds to effect replacement thereof, the Insured agrees that it will pay as premium therefor a proportion of the usual premium charged therefor, said proportion being equal to the percentage that the Deductible Amount bears to the value of the securities upon discovery of the loss, and that it will indemnify the issuer of said Lost Instrument Bond or Bonds against all loss and expense that is not recoverable from the Underwriter under the terms and conditions of this INVESTMENT COMPANY BOND subject to the Limit of Liability hereunder.

SECTION 8. SALVAGE

In case of recovery, whether made by the Insured or by the Underwriter, on account of any loss in excess of the Limit of Liability hereunder plus the Deductible Amount applicable to such loss from any source other than suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter, the net amount of such recovery, less the actual costs and expenses of making same, shall be applied to reimburse the Insured in full for the excess portion of such loss, and the remainder, if any, shall be paid first in reimbursement of the Underwriter

and thereafter in reimbursement of the Insured for that part of such loss within the Deductible Amount. The Insured shall execute all necessary papers to secure to the Underwriter the rights provided for herein.

SECTION 9. NON-REDUCTION AND NON-ACCUMULATION OF LIABILITY AND TOTAL LIABILITY

At all times prior to termination hereof this bond shall continue in force for the limit stated in the applicable sections of Item 3 of the Declarations of this bond notwithstanding any previous loss for which the Underwriter may have paid or be liable to pay hereunder; PROVIDED, however, that regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Underwriter under this bond with respect to all loss resulting from

- (a) any one act of burglary, robbery or hold-up, or attempt thereat, in which no Partner or Employee is concerned or implicated shall be deemed to be one loss, or
- (b) any one unintentional or negligent act on the part of any one person resulting in damage to or destruction or misplacement of Property, shall be deemed to be one loss, or
- (c) all wrongful acts, other than those specified in (a) above, of any one person shall be deemed to be one loss, or
- (d) all wrongful acts, other than those specified in (a) above, of one or more persons (which dishonest act(s) or act(s) of Larceny or Embezzlement include, but are not limited to, the failure of an Employee to report such acts of others) whose dishonest act or acts intentionally or unintentionally, knowingly or unknowingly, directly or indirectly, aid or aids in any way, or permits the continuation of, the dishonest act or acts of any other person or persons shall be deemed to be one loss with the act or acts of the persons aided, or
- (e) any one casualty or event other than those specified in (a), (b), (c) or (d) preceding, shall be deemed to be one loss, and shall be limited to the applicable Limit

of Liability stated in Item 3 of the Declarations of this bond irrespective of the total amount of such loss or losses and shall not be cumulative in amounts from year to year or from period to period.

Sub-section (c) is not applicable to any situation to which the language of sub-section (d) applies.

SECTION 10. LIMIT OF LIABILITY

With respect to any loss set forth in the PROVIDED clause of Section 9 of this bond which is recoverable or recovered in whole or in part under any other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this bond and under other bonds or policies shall not exceed, in the aggregate, the amount carried hereunder

on such loss or the amount available to the Insured under such other bonds, or policies, as limited by the terms and conditions thereof, for any such loss if the latter amount be the larger.

SECTION 11. OTHER INSURANCE

If the Insured shall hold, as indemnity against any loss covered hereunder, any valid and enforceable insurance or suretyship, the Underwriter shall be liable hereunder only for such amount of such loss which is in excess of the amount of such other insurance or suretyship, not exceeding, however, the Limit of Liability of this bond applicable to such loss.

SECTION 12. DEDUCTIBLE

The Underwriter shall not be liable under any of the Insuring Agreements of this bond on account of loss as specified, respectively, in sub-sections (a), (b), (c), (d) and (e) of Section 9, NON-REDUCTION AND NONACCUMULATION OF LIABILITY AND TOTAL LIABILITY, unless the amount of such loss, after deducting the net amount of all reimbursement and/or recovery obtained or made by the insured, other than from any bond or policy of insurance issued by an insurance company and covering such loss, or by the Underwriter on account thereof prior to payment by the Underwriter of such loss, shall exceed the Deductible Amount set forth in Item 3 of the Declarations hereof (herein called Deductible Amount) and then for such excess only, but in no event for more than the applicable Limit of Liability stated in Item 3 of the Declarations.

The Insured will bear, in addition to the Deductible Amount, premiums on Lost Instrument Bonds as set forth in Section 7.

There shall be no deductible applicable to any loss under Insuring Agreement A sustained by any Investment Company named as Insured herein.

SECTION 13. TERMINATION

The Underwriter may terminate this bond as an entirety by furnishing written notice specifying the termination date which cannot be prior to 90 days after the receipt of such written notice by each Investment Company named as Insured and the Securities and Exchange Commission, Washington, D.C. The Insured may terminate this bond as an entirety by furnishing written notice to the Underwriter. When the Insured cancels, the Insured shall furnish written notice to the Securities and Exchange Commission, Washington, D.C. prior to 90 days before the effective date of the termination. The Underwriter shall notify all other Investment Companies named as Insured of the receipt of such termination notice and the termination cannot be effective prior to 90 days after receipt of written notice by all other Investment Companies. Premiums are earned until the termination date as set forth herein.

This Bond will terminate as to any one Insured, (other than a registered management investment company), immediately upon taking over of such Insured by a receiver or other liquidator or by State or Federal officials, or immediately upon the filing of a petition under any State or Federal statute relative to bankruptcy or reorganization of the Insured, or assignment for the benefit of creditors of the Insured, or immediately upon such Insured ceasing to exist, whether through merger into another entity, or by disposition of all of its assets.

This Bond will terminate as to any registered management investment company upon the expiration of 90 days after written notice has been given to the Securities and Exchange Commission, Washington, D.C.

The Underwriter shall refund the unearned premium computed as short rates in accordance with the standard short rate cancellation tables if terminated by the Insured or pro rata if terminated for any other reason.

This Bond shall terminate

(a) as to any Employee as soon as any partner, officer or supervisory Employee of the Insured, who is not in collusion with such Employee, shall learn of any dishonest or fraudulent act(s), including Larceny or Embezzlement on the part of such Employee without prejudice to the loss of any Property then in transit in the custody of such Employee and upon the expiration of ninety (90) days after written notice has been given to the Securities and Exchange Commission, Washington, D.C. (See Section 16[d]) and to the Insured Investment Company, or

(b) as to any Employee 90 days after receipt by each Insured and by the Securities and Exchange Commission of a written notice from the Underwriter of its desire to terminate this bond as to such Employee, or

(c) as to any person, who is a partner, officer or employee of any Electronic Data Processor covered under this bond, from and after the time that the Insured or any partner or officer thereof not in collusion with such person

shall have knowledge of information that such person has committed any dishonest or fraudulent act(s), including Larceny or Embezzlement in the service of the Insured or otherwise, whether such act be committed before or after the time this bond is effective.

SECTION 14. RIGHTS AFTER TERMINATION OR CANCELLATION

At any time prior to the termination or cancellation of this bond as an entirety, whether by the Insured or the Underwriter, the Insured may give to the Underwriter notice that if desires under this bond an additional period of 12 months within which to discover loss sustained by the Insured prior to the effective date of such termination or cancellation and shall pay an additional premium therefor.

Upon receipt of such notice from the Insured, the Underwriter shall give its written consent thereto: provided, however, that such additional period of time shall terminate immediately;

(a) on the effective date of any other insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance provides coverage for loss sustained prior to its effective date, or

(b) upon takeover of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose without the necessity of the Underwriter giving notice of such termination. In the event that such additional period of time is terminated, as provided above, the Underwriter shall refund any unearned premium.

The right to purchase such additional period for the discovery of loss may not be exercised by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed to take over the Insured's business for the operation or for the liquidation thereof or for any other purpose.

SECTION 15. CENTRAL HANDLING OF SECURITIES

Securities included in the systems for the central handling of securities established and maintained by Depository Trust Company, Midwest Depository Trust Company, Pacific Securities Depository Trust Company, and Philadelphia Depository Trust Company, hereinafter called Corporations, to the extent of the Insured's interest therein as effective by the making of appropriate entries on the books and records of such Corporations shall be deemed to be Property.

The words "Employee" and "Employees" shall be deemed to include the officers, partners, clerks and other employees of the New York Stock Exchange, Boston Stock Exchange, Midwest Stock Exchange, Pacific Stock

Exchange and Philadelphia Stock Exchange, hereinafter called Exchanges, and of the above named Corporations, and of any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and any employee of any recognized service company, while such officers, partners, clerks and other employees and employees of service companies perform services for such Corporations in the operation of such systems. For the purpose of the above definition a recognized service company shall be any company providing clerks or other personnel to said Exchanges or Corporation on a contract basis.

The Underwriter shall not be liable on account of any loss(es) in connection with the central handling of securities within the systems established and maintained by such Corporations, unless such loss(es) shall be in excess of the amount(s) recoverable or recovered under any bond or policy if insurance indemnifying such Corporations, against such loss(es), and then the Underwriter shall be liable hereunder for the Insured's share of such excess loss(es), but in no event for more than the Limit of Liability applicable hereunder.

For the purpose of determining the Insured's share of excess loss(es) it shall be deemed that the Insured has an interest in any certificate representing any security included within such systems equivalent to the interest the Insured then has in all certificates representing the same security included within such systems and that such Corporation shall use their best judgment in apportioning the amount(s) recoverable or recovered under any bond or policy of insurance indemnifying such Corporations against such loss(es) in connection with the central handling of securities within such systems among all those having an interest as recorded by appropriate entries in the books and records of such Corporations in Property involved in such loss(es) on the basis that each such interest shall share in the amount(s) so recoverable or recovered in the ratio that the value of each such interest bears to the total value of all such interests and that the Insured's share of such excess loss(es) shall be the amount of the Insured's interest in such Property in excess of the amount(s) so apportioned to the Insured by such Corporations.

This bond does not afford coverage in favor of such Corporations or Exchanges or any nominee in whose name is registered any security included within the systems for the central handling of securities established and maintained by such Corporations, and upon payment to the Insured by the Underwriter on account of any loss(Es) within the systems, an assignment of such of the Insured's rights and causes of action as it may have against such Corporations or Exchanges shall to the extent of such payment, be given by the Insured to the Underwriter, and the Insured shall execute all papers necessary to secure to the Underwriter the rights provided for herein.

SECTION 16. ADDITIONAL COMPANIES INCLUDED AS INSURED

If more than one corporation, co-partnership or person or any combination of them be included as the Insured herein:

(a) the total liability of the Underwriter hereunder for loss or losses sustained by any one or more or all of them shall not exceed the limit for which the Underwriter would be liable hereunder if all such loss were sustained by any

one of them.

(b) the one first named herein shall be deemed authorized to make, adjust and receive and enforce payment of all claims hereunder and shall be deemed to be the agent of the others for such purposes and for the giving or receiving of any notice required or permitted to be given by the terms hereof, provided that the Underwriter shall furnish each named Investment Company with a copy of the bond and with any amendment thereto, together with a copy of each formal filing of the settlement of each such claim prior to the execution of such settlement,

(c) the Underwriter shall not be responsible for the proper application of any payment made hereunder to said first named Insured,

(d) knowledge possessed or discovery made by any partner, officer or supervisory Employee of any Insured shall for the purpose of Section 4 and Section 13 of this bond constitute knowledge or discovery by all the Insured, and

(e) if the first named Insured ceases for any reason to be covered under this bond, then the Insured next named shall thereafter be considered as the first named Insured for the purposes of this bond.

SECTION 17. NOTICE AND CHANGE OF CONTROL

Upon the Insured's obtaining knowledge of a transfer of its outstanding voting securities which results in a change in control (as set forth in Section 2(a) (9) of the Investment Company Act of 1940) of the Insured, the Insured shall within thirty (30) days of such knowledge give written notice to the Underwriter setting forth:

(a) the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are requested in another name), and

(b) the total number of voting securities owned by the transferors and the transferees (or the beneficial owners), both immediately before and after the transfer, and

(c) the total number of outstanding voting securities.

As used in this section, control means the power to exercise a controlling influence over the management or policies of the Insured.

Failure to give the required notice shall result in termination of coverage of this bond, effective upon the date of stock transfer for any loss in which any transferee is concerned or implicated.

Such notice is not required to be given in the case of an Insured which is an Investment Company.

SECTION 18. CHANGE OR MODIFICATION

This bond or any instrument amending or effecting same may not be changed or modified orally. No changes in or modification thereof shall be effective unless made by written endorsement issued to form a part hereof over the signature of the Underwriter's Authorized Representative. When a bond covers only one Investment Company no change or modification which would adversely affect the rights of the Investment Company shall be effective prior to 60 days after written notification has been furnished to the Securities and Exchange Commission, Washington, D. C. by the Insured or by the Underwriter. If more than one Investment Company is named as the Insured herein, the Underwriter shall give written notice to each Investment Company and to the Securities and Exchange Commission, Washington, D.C. not less than 60 days prior to the effective date of any change or modification which would adversely affect the rights of such Investment Company.

IN WITNESS WHEREOF, the Underwriter has caused this bond to be executed on the Declarations Page.

RIDER NO. 1

JOINT INSURED LIST

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. At the request of the Insured, the Underwriter adds to the list of Insured under the attached Bond the following:

WELLS FARGO FUNDS TRUST

Wells Fargo Advantage 100% Treasury Money Market Fund

Wells Fargo Advantage Absolute Return Fund

Explanation of Responses:

Wells Fargo Advantage Adjustable Rate Fund

Wells Fargo Advantage Asia Pacific Fund

Wells Fargo Advantage Asset Allocation Fund

Wells Fargo Advantage C&B Large Cap Value Fund

Wells Fargo Advantage C&B Mid Cap Value Fund

Wells Fargo Advantage California Limited Term Tax-Free Fund

Wells Fargo Advantage California Municipal Money Market Fund

Wells Fargo Advantage California Tax-Free Fund

Wells Fargo Advantage Capital Growth Fund

Wells Fargo Advantage Cash Investment Money Market Fund

Wells Fargo Advantage Colorado Tax-Free Fund

Wells Fargo Advantage Common Stock Fund

Wells Fargo Advantage Conservative Allocation Fund

Wells Fargo Advantage Disciplined U.S. Core Fund

Wells Fargo Advantage Discovery Fund

Wells Fargo Advantage Diversified Capital Builder Fund

Wells Fargo Advantage Diversified Equity Fund

Wells Fargo Advantage Diversified Income Builder Fund

Wells Fargo Advantage Diversified International Fund

Wells Fargo Advantage Diversified Small Cap Fund

Wells Fargo Advantage Dow Jones Target 2010 Fund

Wells Fargo Advantage Dow Jones Target 2015 Fund

Wells Fargo Advantage Dow Jones Target 2020 Fund

Wells Fargo Advantage Dow Jones Target 2025 Fund

Wells Fargo Advantage Dow Jones Target 2030 Fund

Wells Fargo Advantage Dow Jones Target 2035 Fund

Explanation of Responses:

Wells Fargo Advantage Dow Jones Target 2040 Fund

Wells Fargo Advantage Dow Jones Target 2045 Fund

Wells Fargo Advantage Dow Jones Target 2050 Fund

Wells Fargo Advantage Dow Jones Target 2055 Fund

Wells Fargo Advantage Dow Jones Target Today Fund

Wells Fargo Advantage Emerging Growth Fund

Wells Fargo Advantage Emerging Markets Equity Fund

Wells Fargo Advantage Emerging Markets Equity Income Fund

Wells Fargo Advantage Emerging Markets Local Bond Fund

Wells Fargo Advantage Endeavor Select Fund

Wells Fargo Advantage Enterprise Fund

Wells Fargo Advantage Equity Value Fund

Wells Fargo Advantage Global Opportunities Fund

Wells Fargo Advantage Government Money Market Fund

Wells Fargo Advantage Government Securities Fund

Wells Fargo Advantage Growth Balanced Fund

Wells Fargo Advantage Growth Fund

Wells Fargo Advantage Heritage Money Market Fund

Wells Fargo Advantage High Income Fund

Wells Fargo Advantage High Yield Bond Fund

Wells Fargo Advantage Income Plus Fund

Wells Fargo Advantage Index Asset Allocation Fund

Wells Fargo Advantage Index Fund

Wells Fargo Advantage Inflation Protected Bond Fund

Wells Fargo Advantage Intermediate Tax/AMT-Free Fund

Wells Fargo Advantage International Bond Fund

Explanation of Responses:

Wells Fargo Advantage International Equity Fund

Wells Fargo Advantage International Value Fund

Wells Fargo Advantage Intrinsic Small Cap Value Fund

Wells Fargo Advantage Intrinsic Value Fund

Wells Fargo Advantage Intrinsic World Equity Fund

Wells Fargo Advantage Large Cap Core Fund

Wells Fargo Advantage Large Cap Growth Fund

Wells Fargo Advantage Large Company Value Fund

Wells Fargo Advantage Minnesota Tax-Free Fund

Wells Fargo Advantage Moderate Balanced Fund

Wells Fargo Advantage Money Market Fund

Wells Fargo Advantage Municipal Bond Fund

Wells Fargo Advantage Municipal Cash Management Money Market Fund

Wells Fargo Advantage Municipal Money Market Fund

Wells Fargo Advantage National Tax-Free Money Market Fund

Wells Fargo Advantage North Carolina Tax-Free Fund

Wells Fargo Advantage Omega Growth Fund

Wells Fargo Advantage Opportunity Fund

Wells Fargo Advantage Pennsylvania Tax Free Fund

Wells Fargo Advantage Precious Metals Fund

Wells Fargo Advantage Premier Large Company Growth Fund

Wells Fargo Advantage Prime Investment Money Market Fund

Wells Fargo Advantage Short Duration Government Bond Fund

Wells Fargo Advantage Short-Term Bond Fund

Wells Fargo Advantage Short-Term High Yield Bond Fund

Wells Fargo Advantage Short-Term Municipal Bond Fund

Explanation of Responses:

Wells Fargo Advantage Small Cap Opportunities Fund

Wells Fargo Advantage Small Cap Value Fund

Wells Fargo Advantage Small Company Growth Fund

Wells Fargo Advantage Small Company Value Fund

Wells Fargo Advantage Small/Mid Cap Core Fund

Wells Fargo Advantage Small/Mid Cap Value Fund

Wells Fargo Advantage Special Mid Cap Value Fund

Wells Fargo Advantage Special Small Cap Value Fund

Wells Fargo Advantage Specialized Technology Fund

Wells Fargo Advantage Strategic Municipal Bond Fund

Wells Fargo Advantage Total Return Bond Fund

Wells Fargo Advantage Traditional Small Cap Growth Fund

Wells Fargo Advantage Treasury Plus Money Market Fund

Wells Fargo Advantage Ultra Short-Term Income Fund

Wells Fargo Advantage Ultra Short-Term Municipal Income Fund

Wells Fargo Advantage Utility and Telecommunications Fund

Wells Fargo Advantage WealthBuilder Conservative Allocation Portfolio

Wells Fargo Advantage WealthBuilder Equity Portfolio

Wells Fargo Advantage WealthBuilder Growth Allocation Portfolio

Wells Fargo Advantage WealthBuilder Growth Balanced Portfolio

Wells Fargo Advantage WealthBuilder Moderate Balanced Portfolio

Wells Fargo Advantage WealthBuilder Tactical Equity Portfolio

Wells Fargo Advantage Wisconsin Tax-Free Fund

Wells Fargo Managed Account CoreBuilder Shares – Series G

Wells Fargo Managed Account CoreBuilder Shares – Series M

WELLS FARGO VARIABLE TRUST

- Wells Fargo Advantage VT Discovery Fund
- Wells Fargo Advantage VT Index Asset Allocation Fund
- Wells Fargo Advantage VT International Equity Fund
- Wells Fargo Advantage VT Intrinsic Value Fund
- Wells Fargo Advantage VT Omega Growth Fund
- Wells Fargo Advantage VT Opportunity Fund
- Wells Fargo Advantage VT Small Cap Growth Fund
- Wells Fargo Advantage VT Small Cap Value Fund
- Wells Fargo Advantage VT Small Cap Value Fund
- Wells Fargo Advantage VT Total Return Bond Fund

WELLS FARGO MASTER TRUST

- Wells Fargo Advantage C&B Large Cap Value Portfolio
- Wells Fargo Advantage Diversified Fixed Income Portfolio
- Wells Fargo Advantage Diversified Large Cap Growth Portfolio
- Wells Fargo Advantage Diversified Stock Portfolio
- Wells Fargo Advantage Emerging Growth Portfolio
- Wells Fargo Advantage Large Company Value Portfolio
- Wells Fargo Advantage Equity Value Portfolio
- Wells Fargo Advantage Index Portfolio
- Wells Fargo Advantage Inflation-Protected Bond Portfolio
- Wells Fargo Advantage International Equity Portfolio
- Wells Fargo Advantage International Growth Portfolio
- Wells Fargo Advantage International Index Portfolio
- Wells Fargo Advantage International Value Portfolio

Explanation of Responses:

Wells Fargo Advantage ?Managed Fixed Income Portfolio

Wells Fargo Advantage Short-Term Investment Portfolio

Wells Fargo Advantage Small Company Growth Portfolio

Wells Fargo Advantage Small Company Value Portfolio

Wells Fargo Advantage ?Stable Income Portfolio

Wells Fargo Advantage Small Cap Value Portfolio

Wells Fargo Advantage Total Return Bond Portfolio

Asset Allocation Trust

Wells Fargo Advantage Global Dividend Opportunity Fund

Wells Fargo Advantage Income Opportunities Fund

Wells Fargo Advantage Multi-Sector Income Fund

Wells Fargo Advantage Utilities and High Income Fund

2. This rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

RIDER NO. 2

INSURING AGREEMENT (L) – COMPUTER SYSTEMS

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. The attached Bond is hereby amended by adding to it an additional Insuring Agreement as follows:

INSURING AGREEMENT (L) – COMPUTER SYSTEMS

Loss resulting directly from a fraudulent

Explanation of Responses:

(1) entry of data into, or

(2) change of data elements or programs within

a Computer System; provided that fraudulent entry or change causes

(a) Property to be transferred paid or delivered,

(b) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or

(c) an unauthorized account or a fictitious account to be debited or credited;

(3) voice instructions or advices having been transmitted to the Insured or its agent(s) by telephone;

and provided further, the fraudulent entry or change is made or caused by an individual acting with the manifest intent to:

(i) cause the Insured or its agent(s) to sustain a loss, and

(ii) obtain financial benefit for that individual or for other persons intended by that individual to receive a financial benefit,

(iii) and further provided such voice instructions or advices:

(a) were made by a person who purported to represent an individual authorized to make such voice instructions or advices; and

(b) were electronically recorded by the Insured or its agent(s).

(4) It shall be a condition to recovery under the Computer Systems Rider that the Insured or its agent(s) shall to the best of their ability electronically record all voice instructions or advices received over the telephone. The Insured or its agent(s) warrant that they shall make their best efforts to maintain the electronic recording system on a continuous basis. Nothing, however, in this Rider shall bar the Insured from recovery where no recording is available because of mechanical failure of the device used in making such recording, or because of failure of the media used to record a conversation from any cause, or error or omission of any Employee(s) or agent(s) of the Insured.

SCHEDULE OF SYSTEMS

Any System Utilized by the Insured

2. As used in this Rider, Computer System means:

(a) computers with related peripheral components, including storage components, wherever located,

(b) systems and applications software,

(c) terminal devices,

(d) related communication networks or customer communication systems, and

(e) related Electronic Funds Transfer Systems,

by which data are electronically collected, transmitted, processed, stored, and retrieved.

3. In addition to the Exclusions in the attached Bond, the following Exclusions are applicable to this Insuring Agreement:

Explanation of Responses:

(a) loss resulting directly or indirectly from the theft of confidential information, material or data: and

(b) loss resulting directly or indirectly from entries or changes made by an individual authorized to have access to a Computer System who acts in good faith on instructions, unless such instructions are given to that individual by a software contractor (or by a partner, officer or employee thereof) authorized by the Insured to design, develop, prepare, supply service, write or implement programs for the Insured's Computer System.

4. The following portions of the attached Bond are not applicable to this Rider:

(a) the initial paragraph of the Bond preceding the Insuring Agreements which reads "...at any time but discovered during the Bond period."

(b) CONDITIONS AND LIMITATIONS – SECTION 9. NON-REDUCTION AND NON-ACCUMULATION OF LIABILITY AND TOTAL LIABILITY

(c) CONDITIONS AND LIMITATIONS – SECTION 10. LIMIT OF LIABILITY

5. The coverage afforded by this Rider applies only to loss discovered by the Insured during the period this Rider is in force.

6. All loss or series of losses involving the fraudulent activity of one individual, or involving fraudulent activity in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as one loss. A series of losses involving unidentified individuals but arising from the same method of operation may be deemed by the Underwriter to involve the same individual and in that event shall be treated as one loss.

7. The Limit of Liability for the coverage provided by this Rider shall be \$20,000,000.

8. The Underwriter shall be liable hereunder for the amount by which one loss shall be in excess of \$50,000. (herein called the Deductible Amount) but not in excess of the Limit of Liability stated above.

9. If any loss is covered under this Insuring Agreement and any other Insuring Agreement or Coverage, the maximum amount payable for such loss shall not exceed the largest amount available under any one Insuring Agreement or Coverage.

10. Coverage under this Rider shall terminate upon termination or cancellation of the Bond to which this Rider is attached. Coverage under this Rider may also be terminated or cancelled without canceling the Bond as an entirety:

(a) 90 days after receipt by the Insured of written notice from the Underwriter of its desire to terminate or cancel coverage under this Rider, or

(b) immediately upon receipt by the Underwriter of a written request from the Insured to terminate or cancel coverage under this Rider.

The Underwriter shall refund to the Insured the unearned premium for this coverage under this Rider. The refund shall be computed at short rates if this Rider is terminated or cancelled or reduces by notice from, or at the insistence of the Insured.

11. CONDITIONS AND LIMITATIONS – SECTION 4. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS is amended by adding the following sentence:

Proof of loss resulting from Voice Instructions or advices covered under this Bond shall include Electronic Recording of such Voice Instructions of advices.

12. Notwithstanding the foregoing, however, coverage afforded by this Rider is not designed to provide protection against loss covered under a separate Electronic and Computer Crime Policy by whatever title assigned or by whatever Underwriter written. Any loss which is covered under such separate Policy is excluded from coverage under this Bond; and the Insured agrees to make claim for such loss under its separate Policy.

13. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.

14. This Rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

RIDER NO. 3

CALIFORNIA PREMIUM RIDER

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. In compliance with the ruling of the Commissioner of Insurance of the State of California and the Opinion of the Attorney-General of that State requiring that the premium for all Bonds or Policies be endorsed thereon, the basic premium charged for the attached Bond for the period

From: 09/01/2012

To: 09/01/2013

Is: Fifty Three Thousand Nine Hundred Twelve and 00/100 Dollars (\$53,912.)

2. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.

Explanation of Responses:

3. This rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

RIDER NO. 4

EXTENDED COMPUTER SYSTEMS RIDER

Explanation of Responses:

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. The attached Bond is hereby amended by adding to it an additional Insuring Agreement as follows:

EXTENDED COMPUTER SYSTEMS

1. Electronic Data, Electronic Media, Electronic Instruction

Loss resulting directly from:

- (a) the fraudulent modification of Electronic Data, Electronic Media or Electronic Instruction being stored within or being run within any system covered under this Rider,
- (b) robbery, burglary, larceny or theft of Electronic Data, Electronic Media or Electronic instructions,
- (c) the acts of a hacker causing damage or destruction of Electronic Data, Electronic Media or Electronic Instruction owned by the Insured or for which the Insured is legally liable, while stored within a Computer System covered under this Rider, or
- (d) the damage or destruction of Electronic Data electronic Media or Electronic Instruction owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the Computer Systems Fraud Insuring Agreement, provided such damage or destruction was caused by a computer program or similar instruction which was written or altered to intentionally incorporate a hidden instruction designed to damage or destroy Electronic Data, Electronic Media, or Electronic instruction in the Computer System in which the computer program or instruction so written or so altered is used.

Explanation of Responses:

2. Electronic Communication

Loss resulting directly from the Insured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any electronic communications directed to the Insured, which were transmitted or appear to have been transmitted through:

(a) an Electronic Communication System,

(b) an Automated clearing house or custodian, or

(c) a Telex, TWX, or similar means of communication, directly into the Insured's Computer System or Communication Terminal, and fraudulently purport to have been sent by a customer, automated clearing house, custodian, or financial institution, but which communications were either not sent by said customer, automated clearing house, custodian, or financial institution, or were fraudulently modified during physical transit of Electronic Media to the Insured or during electronic transmission to the Insured's Computer System or Communication Terminal,

3. Electronic Transmission

Loss resulting directly from a customer of the Insured, any automated clearing house, custodian, or financial institution having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any electronic communications, purporting to have been directed by the Insured to such customer, automated clearing house, custodian, or financial institution initiating, authorizing, or acknowledging, the transfer, payment, delivery or receipt of funds or property, which communications were transmitted through:

(a) an Electronic Communication System,

(b) an automated clearing house or custodian, or

(c) a Telex, TWX, or similar means of communication,

directly into a Computer System or Communication Terminal of said customer, automated clearing house, custodian, or financial institution, and fraudulently purport to have been directed by the Insured, but which communications were either not sent by the Insured, or were fraudulently modified during physical transit of Electronic Media from the Insured or during electronic transmission from the Insured Computer System or Communication Terminal, and for which loss the Insured is held to be legally liable,

2. In addition to the CONDITIONS AND LIMITATIONS in this Bond, the following, applicable to the Extended Computer Systems Rider, are added:

DEFINITIONS

(a) Communication Terminal means a teletype, teleprinter or video display terminal, or similar device capable of sending or receiving information electronically. Communication Terminal does not mean a telephone.

(b) Electronic Communication System means electronic communication operations by Fedwire, Clearing House Interbank Payment System (CHIPS), Society of Worldwide International Financial Telecommunication (SWIFT), similar automated interbank communication systems, and Internet access facilities.

(c) Electronic Data means facts or information converted to a form usable in Computer Systems and which is stored on Electronic Media for use by computer programs.

(d) Electronic Instruction means computer programs converted to a form usable in a Computer System to act upon Electronic Data.

(e) Electronic Media means the magnetic tape, magnetic disk, optical disk, or any other bulk media on which data is recorded.

EXCLUSIONS

This Bond does not cover:

Explanation of Responses:

(a) loss resulting directly or indirectly from forged, altered or fraudulent negotiable instruments, securities, documents or written instruments used as source documentation in the preparation of Electronic Data;

(b) loss of negotiable instruments, securities, documents or written instruments except as converted to Electronic Data and then only in that converted form;

(c) loss resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, gradual deterioration, electrical disturbance, Electronic Media failure or breakdown or any malfunction or error in programming or error or omission in processing;

(d) loss resulting directly or indirectly from the input of Electronic Data at an authorized electronic terminal of an Electronic Funds Transfer System or a Customer Communication System by a person who had authorized access from a customer to that customer's authentication mechanism;

(e) liability assumed by the Insured by agreement under any contract, unless such liability would have attached to the Insured even in the absence of such agreement; or

(f) loss resulting directly or indirectly from:

(1) written instruction unless covered under this Rider; or

(2) instruction by voice over the telephone, unless covered under this Rider.

SERIES OF LOSSES

All losses or series of losses involving the fraudulent acts of one individual, or involving fraudulent acts in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a Single Loss and subject to the Single Loss Limit of Liability. A series of losses involving unidentified individuals but arising from the same method of operation shall be deemed to involve the same individual and in that event shall be treated as a Single Loss and subject to the Single Loss Limit of Liability.

VALUATION

Electronic Data, Electronic Media, or Electronic Instruction

In case of loss of, or damage to, Electronic Data, Electronic Media or Electronic Instruction used by the Insured in its business, the Underwriter shall be liable under this Bond only if such items are actually reproduced from other Electronic Data, Electronic Media or Electronic Instruction of the same kind or quality and then for not more than the cost of the blank media and/or the cost of labor for the actual transcription or copying of data which shall have been furnished by the insured in order to reproduce such Electronic Data, Electronic Media or Electronic Instruction subject to the applicable Single Loss Limit of Liability.

However, if such Electronic Data cannot be reproduced and said Electronic Data represents Securities or financial instruments having a value, then the loss will be valued as indicated in the CONDITIONS AND LIMITATIONS – SECTION 6. VALUATION – PROPERTY OTHER THAN MONEY, SECURITIES OR RECORDS.

3. The Limit of Liability for the coverage provided by this Rider shall be \$20,000,000.
4. The Underwriter shall be liable hereunder for the amount by which one loss shall be in excess of \$50,000. (herein called the Deductible Amount) but not in excess of the Limit of Liability stated above.
5. The title and any headings in this Rider are solely for convenience and form no part of the terms and conditions of coverage.
6. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.
7. This Rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

RIDER NO. 5

REVISION TO SECTION 4. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. CONDITIONS AND LIMITATIONS – SECTION 4. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS, First paragraph, Sentence 2 is hereby deleted and replaced with the following:

At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Risk Management Department, General Counsel or Human Resource Department of the Insured shall give the Underwriter written notice thereof, and shall also within six months after such discovery, furnish to the Underwriter affirmative proof of loss with full particulars.

2. CONDITIONS AND LIMITATIONS – SECTION 4. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS is amended by deleting the phrase “Discovery occurs when the Insured” in Paragraph 2, Line 1 and replacing it with the following:

Discovery occurs when the Risk Management Department, General Counsel or Human Resource Department of the Insured

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.

4. This Rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

RIDER NO. 6

REVISED ITEM 1. OF THE DECLARATIONS

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. Item 1. NAME OF INSURED on the Declarations Page shall include any existing Investment Company or portfolios which are not listed under the Joint Insured Rider of the attached Bond. It shall also include any Newly Created Investment Company or portfolio provided that the Insured shall submit to the Underwriter, following the end of the Bond Period, a list of all newly created portfolios and copies of any prospectuses and statements of additional information relating to such newly created Investment Companies or portfolios unless said prospectus and statements of additional information have been previously submitted.

Following the end of the Bond Period, any newly created Investment Company or portfolio created during the Bond Period, will continue to be an Insured only if the Underwriter is notified as set forth in the above paragraph, the information required herein is provided to the Underwriter, and the Underwriter acknowledges the addition of such newly created Investment Company or portfolio to the Bond by a Rider of this Bond.

2. It is further agreed that the following definition is added to CONDITIONS AND LIMITATIONS – SECTION 1. DEFINITIONS:

(g) Newly created Investment Company or portfolio shall mean any Investment Company or portfolio for which registration with the SEC has been declared.

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.

4. This Rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

Explanation of Responses:

RIDER NO. 7

AMENDED SECTION 13. TERMINATION RIDER

To be attached to and form part of Investment Company Bond No. 517-76-01 - 09

In favor of Wells Fargo Funds Trust

It is agreed that:

1. Section 13. TERMINATION of the attached Bond is hereby amended to provide continued coverage for any closed or dissolved Registered Management Investment Companies or Mutual Funds named as an Insured during the Bond Period. Coverage will be provided for a maximum of 365 days from the date the Registered Management Investment Company or Mutual Fund named as an insured is closed or dissolved, as long as, coverage is renewed with the Great American Insurance Company (as herein referred to as Underwriter).

2. If for any reason the attached Bond is cancelled as an entirety or non-renewed with the Great

Explanation of Responses:

American Insurance Company (as herein referred to as Underwriter) the granting of 365 days of coverage for any closed or dissolved Registered Management Investment Company or Mutual Fund named as an Insured will be immediately terminated.

3. The first named Insured as noted in Item 1. of the Declarations is required to provide an updated listing of all required named Insured(s) and their active status upon the expiration of each Bond Period.

4. This Rider will not apply to any named Insured that is not a Registered Management Investment Company or Mutual Fund.

5. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond other than as stated herein.

6. This Rider shall become effective as of 12:01 a.m. on 09/01/2012 standard time.

BERKLEY REGIONAL INSURANCE COMPANY

A Berkley Company
475 Steamboat Road
Greenwich, CT 06830

PRODUCER:

Willis of Minnesota, Inc.

1600 Utica Avenue S., Suite 600 Minneapolis, MN 55416

FINANCIAL INSTITUTION EXCESS FOLLOW FORM CERTIFICATE

BOND NUMBER:
BFI-71000386-11

BFI-71000386-12

PRIOR BOND NUMBER:

NAMED INSURED: Wells Fargo Funds Trust

Explanation of Responses:

MAILING ADDRESS: 525 Market Street, 12th Floor

San Francisco, CA 94105

BOND PERIOD: 9/1/2012 to 9/1/2013

(12:01 A.M. at your Mailing Address shown above)

TERMS AND CONDITIONS:

In consideration of the premium charged and in reliance upon the statements and information furnished to the COMPANY by the Insured and subject to the terms and conditions of the UNDERLYING COVERAGE scheduled below, the COMPANY agrees to pay the Insured, as excess and not contributing insurance, for loss which:

would have been paid under the underlying Carrier(s) in the UNDERLYING COVERAGE schedule below but for the fact that such loss exceeds the Single Loss Limit of Liability of the underlying Carrier(s), and

for which the underlying Carrier(s) has made payment and the Insured has collected the full amount of the underlying Carrier's expressed Single Loss Limit of Liability.

This bond does not provide coverage in excess of any sub-limited coverage in the underlying policy which is below the underlying Carrier's expressed Single Loss Limit of Liability in the UNDERLYING COVERAGE schedule below.

UNDERLYING COVERAGE:

Carrier: Great American Insurance Company

Single Loss Limit of Liability: \$20,000,000

Single Loss Deductible: \$0

Aggregate Limit: \$20,000,000

Bond Number: 517-76-01 - 09

Bond or Form Name: Investment Company Bond

Bond Period: 9/1/2012 to 9/1/2013

Carrier: The Fidelity and Deposit Company of Maryland

Single Loss \$20,000,000

Limit of Liability: excess of \$20,000,000 plus deductible

Aggregate Limit: \$20,000,000

Explanation of Responses:

Bond Number: FIB 0004712-12

Bond Period: 9/1/2012 to 9/1/2013

Lead Carrier for Layer:	Berkley Regional Insurance Company
Single Loss Limit of Liability: \$20,000,000 excess of \$40,000,000 plus deductible	Aggregate Limit: \$20,000,000
Forms and Riders Forming Part of this Bond When Issued:	
Form Number and Edition Date	Description of Form or Rider:
BAP 39 01 01 09	Financial Institution Excess Follow Form Certificate
BAP 31 08 12 10	Drop Down Rider

BOND NUMBER: BFI-71000386-12

BAP 31 08 12 10

THIS RIDER CHANGES THE BOND. PLEASE READ IT CAREFULLY.

DROP DOWN RIDER

With respect to coverage provided by this bond, the Company agrees the excess attachment point of this bond shall be reduced by the amount of the covered losses which have eroded the underlying aggregate bond limit stated on the Declarations page of this bond. In the event the underlying bond has limit reinstatement provisions, this rider only responds once all of the underlying reinstatements have been utilized. It is warranted the underlying bonds are maintained for at least their current limits and conditions unless fully eroded by covered loss under those bonds. It is also understood and agreed that the coverage provided by this rider in no way provides broader coverage than that originally provided by this bond.

All other terms, conditions, limitations and exclusions remain unchanged.

CHARTIS

National Union Fire Insurance Company of Pittsburgh, Pa.

A capital stock company

Policy Number: 01-166-77-92

Replacement of: 06-683-41-68

EXCESS EDGESM

NOTICES: Depending on the terms, conditions and limitations of the **Followed Policy**, this policy may (1) only provide coverage for loss from claims first made or first made and reported during its **Policy Period**; (2) have its limit of liability reduced by the payment of defense costs and/or claim expenses, and (3) not impose a duty to defend on the **Insurer**. Please read the **Followed Policy** and this policy carefully and discuss the coverage provided thereunder and hereunder with your insurance agent or broker.

Policyholder: WELLS FARGO FUNDS TRUST

Policyholder Address: 525 MARKET STREET, 12TH FLOOR

SAN FRANCISCO, CA 94105-2712

Policyholder Domicile: California

Insurer Address: 175 Water Street, 18th Floor

New York, NY 10038

Claims Address:

e-mail: c-claim@chartisinsurance.com

Mail: Chartis, Financial Lines Claims

P.O. Box 25947

Shawnee Mission, KS 66225

Limit of Liability: \$20,000,000

Total Underlying Limits: \$90,000,000

Policy Period: From: September 1, 2012

To: September 1, 2013

Premium: \$41,640

Explanation of Responses:

TRIA Premium**SCHEDULE OF UNDERLYING COVERAGE**

Underlying Insurer	Underlying Policy	Underlying Limit	Underlying Policy Period
*Great American Insurance Company 09/01/2012-09/01/2013	FS517-76-01-08	\$20,000,000	
Primary			
The Fidelity & Deposit Company of MD 09/01/2012-09/01/2013	FIB 00047 12 12	\$20,000,000 xs	
		\$20,000,000	
Berkley Regional Insurance Company 09/01/2012-09/01/2013	BFI-71000386-12	\$20,000,000 xs	
		\$40,000,000	
Federal Insurance Company 09/01/2012-09/01/2013	82183333	\$20,000,000 xs	
		\$60,000,000	
Axis Insurance Company 09/01/2012-09/01/2013	MCN753993/01/2012	\$10,000,000 xs	
		\$80,000,00	

The **Policy Period** incept and expires as of 05:15 A.M. at the **Policyholder Address**. Terms with “**Bold**” typeface are used in this policy with the meanings and values ascribed to them above; however, subject to the Changes clause, the “**Followed Policy**” means the policy in the Schedule with an “*” at the beginning of its row, but only with respect to the following **Followed Coverage Section(s)**: Standard Great American Investment Company Bond.

In consideration of the payment of the premium, National Union Fire Insurance Company of Pittsburgh, Pa..(the “**Insurer**”) and insureds agree as follows:

INSURING AGREEMENT

This policy shall provide coverage in accordance with the same terms, conditions and limitations of the **Followed Policy**, as modified by and subject to the terms, conditions and limitations of this policy.

The **Insurer’s** coverage obligations under this policy attach to the **Insurer** only after the **Total Underlying Limits** have been exhausted through payments by, on behalf of or in the place of the **Underlying Insurers** of amounts

covered under the **Underlying Policies**. This policy shall continue in force as primary insurance only upon the exhaustion of the **Total Underlying Limits** by reason of such payments and satisfaction of any applicable retention. This policy shall recognize erosion of an **Underlying Limit** of an **Underlying Policy** through payments by others of covered amounts under that **Underlying Policy**. The risk of uncollectability of any part of the **Total Underlying Limits**, for any reason, is expressly retained by the **Policyholder** and any insureds, and is not insured under this policy or assumed by the **Insurer**.

LIMIT OF LIABILITY

The **Limit of Liability** is the aggregate limit of the **Insurer's** liability for all coverage under this policy.

NOTICES

Where the **Followed Policy** requires or permits notice to its insurer, the **Policyholder** or the insureds have the same obligations and rights to notify the **Insurer** under this policy, except that with respect to this policy, any notice to the **Insurer** must be directed as follows: (i) for claims-related matters, by mail or e-mail to the **Claims Address**; and (ii) for all other notices, by mail to the **Insurer Address**.

RIGHTS

The **Insurer** shall have the same rights, privileges and protections afforded to the **Underlying Insurer** of the **Followed Policy** in accordance with the terms, conditions and limitations of the **Followed Policy**. The **Insurer** shall also have the right, in its sole discretion, but not the obligation, to effectively associate with the insureds in the defense and settlement of any claim that appears to be reasonably likely to involve the **Insurer**. The **Policyholder**, its subsidiaries and any insureds shall provide the **Insurer** with such information, assistance and cooperation as the **Insurer** may reasonably request and shall not do anything that prejudices the **Insurer's** position or potential rights of recovery.

RELIANCE

The Insurer has issued this policy in reliance upon the completeness and accuracy of the applications, warranties, statements, the binders for the Underlying Policies, any attachments thereto and any other materials submitted for this policy, which shall be deemed attached hereto and made a part hereof.

CHANGES

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are modified, the insureds must notify the Insurer in writing, as soon as practicable, of such modification. If any changes to the Followed Policy: (i) expand coverage, (ii) change the policyholder name or address, or (iii) modify premium, this policy shall not follow those changes unless the Insurer reflects its agreement to do so in a written endorsement to this policy.

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed below by its President, Secretary and its duly authorized representative.

AON RISK SERVICES CENTRAL INC.

8300 NORMAN CTR DR. STE 1000

MINNEAPOLIS, MN 55437-4118

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

(APPLICABLE TO CERTIFIED AND NON-CERTIFIED ACTS)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102 (1) of the Act: The term "act of terrorism " means any act that is certified by the Secretary of the Treasury -in concurrence with the Secretary of State, and the Attorney General of the United States -to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COPY OF DISCLOSURE SENT WITH ORIGINAL QUOTE

Insured Name: WELLS FARGO FUNDS TRUST

Policy Number: 01-166-77-92

Policy Period Effective Date From September 01, 2012 To: September 01, 2012

81285 (01/03)

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

ENDORSEMENT #1

This endorsement, effective 05:15 a.m., September 01, 2012 forms a part of

Policy No. 01-166-77-92

Issued to: WELLS FARGO FUNDS TRUST

By National Union Fire Insurance Company of Pittsburgh, Pa.

COVERAGE TERRITORY ENDORSEMENT (OFAC)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

89644 (07/05)

ENDORSEMENT #2

This endorsement, effective 05:15 a.m., September 01, 2012 forms a part of

Policy No. 01-166-77-92

Issued to: WELLS FARGO FUNDS TRUST

By National Union Fire Insurance Company of Pittsburgh, Pa.

FIDELITY ENDORSEMENT

(UNDERLYING SUBLIMITS NOT COVERED)

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The NOTICES appearing above the Declarations are deleted in their entirety and replaced with the following:

NOTICES: Please read the policies carefully and discuss the coverage hereunder with your insurance agent or broker.

2. The "LIMIT OF LIABILITY " Clause is deleted in its entirety and replaced with the following:

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

LIMIT OF LIABILITY The Limit of Liability is the limit of the Insurer's liability for all coverage under this policy.

3. The "RELIANCE" Clause is deleted in its entirety and replaced with the following:

RELIANCE The Insurer has issued this policy in reliance upon the completeness and accuracy of the applications, warranties, statements, the binders for the Underlying Policies , any attachments thereto and any other materials submitted for this policy.

If any Underlying Limits are subject to a sub -limit of liability, then this policy shall not provide coverage with respect to the coverage that is subject to such sub-limit; provided, however this policy shall recognize payments made under any such sub -limit in any Underlying Policy and such payments shall apply toward the exhaustion of the Underlying Limits .

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

ENDORSEMENT #3

This endorsement, effective 05:15 a.m., September 01, 2012 forms a part of

Policy No. 01-166-77-92

Issued to: WELLS FARGO FUNDS TRUST

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

By National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM	EDITION DATE	FORM TITLE
103224	02/10	EXCESS DEC AND POLICY - ADMITTED
81285	01/03	TRIA Disclosure Statement
89644	07/05	COVERAGE TERRITORY ENDORSEMENT (OFAC)
110996	03/12	FIDELITY ENDORSEMENT (UNDERLYING SUBLIMITS NOT COVERED)
78859	10/01	FORMS INDEX ENDORSEMENT

78859 (10/01)

Chubb Group of Insurance Companies

15 Mountain View Road, Warren, New Jersey 07059

DECLARATIONS

FINANCIAL INSTITUTION

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

EXCESS BOND FORM E

NAME OF ASSURED:

Bond Number: 82183333

WELLS FARGO FUNDS TRUST

FEDERAL INSURANCE COMPANY

525 MARKET STREET, 12TH FLOOR

Incorporated under the laws of Indiana,

SAN FRANCISCO, CA 94105

a stock insurance company, herein called the COMPANY

Capital Center, 251 North Illinois, Suite 1100

Indianapolis, IN 46204-1927

ITEM 1. BOND PERIOD: from 12:01 a.m. on September 1, 2012

to 12:01 a.m. on September 1, 2013

ITEM 2. AGGREGATE LIMIT OF LIABILITY: \$20,000,000

ITEM 3. SINGLE LOSS LIMIT OF LIABILITY: \$20,000,000

ITEM 4. DEDUCTIBLE AMOUNT: \$ 60,050,000

ITEM 5. PRIMARY BOND:

Insurer:	Great American Insurance Company
Form and Bond No.:	FS 517-76-01-09
Limit:	\$ 20,000,000
Deductible:	\$ 50,000
Bond Period:	09/01/2012 – 09/01/2013
Insurer:	The Fidelity & Deposit Company of MD
Form and Bond No.:	FIB 0004712 12
Limit:	\$ 20,000,000
Deductible:	\$ 20,050,000
Bond Period:	09/01/2012 – 09/01/2013
Insurer:	Berkley Regional Insurance Company
Form and Bond No.:	BFI-71000386-12
Limit:	\$ 20,000,000

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

Deductible:	\$ 40,050,000
Bond Period:	09/01/2012 – 09/01/2013

ITEM 6. COVERAGE EXCEPTIONS TO PRIMARY BOND: NOTWITHSTANDING ANY COVERAGE PROVIDED BY THE PRIMARY BOND, THIS EXCESS BOND. DOES NOT DIRECTLY OR INDIRECTLY COVER: Any sub-limited Coverages

ITEM 7. TOTAL OF LIMITS OF LIABILITY OF OTHER UNDERLYING BONDS, EXCESS OF PRIMARY BOND: \$40,000,000

ITEM 8. THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH: 1-3

IN WITNESS WHEREOF, THE COMPANY issuing this Bond has caused this Bond to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

The COMPANY, in consideration of the required premium, and in reliance on the statements and information furnished to the COMPANY by the ASSURED, and subject to the DECLARATIONS made a part of this bond and to all other terms and conditions of this bond, agrees to pay the ASSURED for:

Insuring Clause Loss which would have been paid under the **Primary Bond** but for the fact the loss exceeds the **Deductible Amount**.

Coverage under this bond shall follow the terms and conditions of the **Primary Bond**, except with respect to:

- a. The coverage exceptions in ITEM 6. of the DECLARATIONS; and
- b. The limits of liability as stated in ITEM 2. and ITEM 3. of the DECLARATIONS.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

With respect to the exceptions stated above, the provisions of this bond shall apply.

General Agreements

*Change Or Modification
Primary Bond
given*

A. If after the inception date of this bond the **Primary Bond** is changed or *Of* modified, written notice of any such change or modification shall be

to the COMPANY as soon as practicable, not to exceed thirty (30) days after such change or modification, together with such information as the COMPANY may request. There shall be no coverage under this bond for any loss related to such change or modification until such time as the COMPANY is advised of and specifically agrees by written endorsement to provide coverage for such change or modification.

Representations Made

B. The ASSURED represents that all information it has furnished to the *By Assured* COMPANY for this bond or otherwise is complete, true and correct. Such

Information constitutes part of this bond.

The ASSURED must promptly notify the COMPANY of any change in any fact or circumstance which materially affects the risk assumed by the COMPANY under this bond.

Any misrepresentation, omission, concealment or incorrect statement of a material fact by the ASSURED to the COMPANY shall be grounds for rescission of this bond.

*Notice To Company Of
Proceedings Against*

C. The ASSURED shall notify the COMPANY at the earliest practical *Legal* moment, not to exceed thirty (30) days after the ASSURED receives

*Assured - Election To
liability for any loss, claim or damage which, if established, would*

notice, of any legal proceeding brought to determine the ASSURED'S *Defend*

constitute a collectible loss under this bond or any of the **Underlying Bonds**. Concurrent with such notice, and as requested thereafter, the ASSURED shall furnish copies of all pleadings and pertinent papers to the COMPANY.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

General Agreements

Notice To Company Of Proceedings Against Assured - Election To shall be Defend If the COMPANY elects to defend all or part of any legal proceeding, the *Legal* court costs and attorneys' fees incurred by the COMPANY and any settlement or judgment on that part defended by the COMPANY a loss under this bond. The COMPANY'S liability for court costs and

attorneys' fees incurred in defending all or part of such legal proceeding is limited to the proportion of such court costs and attorneys' fees incurred that the amount recoverable under this bond bears to the amount demanded in such legal proceeding. If the COMPANY declines to defend the ASSURED, no settlement without the prior written consent of the COMPANY or judgment against the ASSURED shall determine the existence, extent or amount of coverage under this bond, and the COMPANY shall not be liable for any costs, fees and expenses incurred by the ASSURED.

Conditions And

Limitations

Definitions 1. As used in this bond:

Deductible Amount means the amount stated in ITEM 4. of the

DECLARATIONS. In no event shall this **Deductible Amount** be reduced for any reason, including but not limited to, the non-existence, invalidity, insufficiency or uncollectibility of any of the **Underlying Bonds**, including the insolvency or dissolution of any Insurer providing coverage under any of the **Underlying Bonds**.

Primary Bond means the bond scheduled in ITEM 5. of the DECLARATIONS or any bond that may replace or substitute for such bond.

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the COMPANY under General Agreement C., resulting from:

any one act of burglary, robbery or attempt either, in which no

employee of the ASSURED is implicated, or

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

any one act or series of related acts on the part of any person resulting in damage to or destruction or misplacement of property, or

all acts other than those specified in c.(1) and c.(2), caused by any person or in which such person is implicated, or

any one event not specified above, in c.(1), c.(2) or c.(3).

d. Underlying Bonds means the Primary Bond and all other insurance coverage referred to in ITEM 7. of the DECLARATIONS.

Conditions And

Limitations

(continued)

Limit Of Liability

2. The COMPANY'S total cumulative liability for all **Single Losses** of all

ASSUREDS discovered during the BOND PERIOD shall not exceed the AGGREGATE LIMIT OF LIABILITY as stated in ITEM 2. of the DECLARATIONS.

Aggregate Limit Of

Each payment made under the terms of this bond shall reduce the *Liability* unpaid portion of the AGGREGATE LIMIT OF LIABILITY until it is

exhausted.

On exhausting the AGGREGATE LIMIT OF LIABILITY by such payments:

the COMPANY shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the COMPANY, and

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

the COMPANY shall have no obligation under General Agreement C. to continue the defense of the ASSURED, and on notice by the COMPANY to the ASSURED that the AGGREGATE LIMIT OF LIABILITY has been exhausted, the ASSURED shall assume all responsibility for its defense at its own cost.

The unpaid portion of the AGGREGATE LIMIT OF LIABILITY shall not be increased or reinstated by any recovery made and applied in accordance with Section 4. In the event that a loss of property is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the AGGREGATE LIMIT OF LIABILITY.

Single Loss Limit Of

The COMPANY'S liability for each **Single Loss** shall not exceed the *Limit Liability* SINGLE LOSS LIMIT OF LIABILITY as stated in ITEM 3. of the

DECLARATIONS or the unpaid portion of the AGGREGATE LIMIT OF LIABILITY, whichever is less.

Discovery

3. This bond applies only to loss first discovered by the ASSURED

during the BOND PERIOD. Discovery occurs at the earlier of the ASSURED being aware of:

facts which may subsequently result in a loss of a type covered by this bond, or

an actual or potential claim in which it is alleged that the ASSURED is liable to a third party regardless of when the act or acts causing or contributing to such loss occurred, even though the amount of loss does not exceed the applicable **Deductible Amount**, or the exact amount or details of loss may not then be known.

Conditions And

Limitations

Subrogation-Assignment- 4. In the event of a payment under this bond, the COMPANY shall be *Recovery* subrogated to all of the ASSURED'S rights of recovery against any

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

person or entity to the extent of such payments. On request, the ASSURED shall deliver to the COMPANY an assignment of the ASSURED'S rights, title and interest and causes of action against any person or entity to the extent of such payment.

Subrogation-Assignment- Recoveries, whether effected by the COMPANY or by the ASSURED, *Recovery* shall be applied net of the expense of such recovery, first, to the

satisfaction of the ASSURED'S loss which would otherwise have been paid but for the fact that it is in excess of the AGGREGATE LIMIT OF LIABILITY, second, to the COMPANY in satisfaction of amounts paid in settlement of the ASSURED'S claim and third, to the ASSURED in satisfaction of the DEDUCTIBLE AMOUNT. Recovery from reinsurance and/or indemnity of the COMPANY shall not be deemed a recovery under this Section.

Cooperation Of Assured 5. At the COMPANY'S request and at reasonable times and places designated by the COMPANY the ASSURED shall:

- a. submit to examination by the COMPANY and subscribe to the same under oath, and
- b. produce for the COMPANY'S examination all pertinent records, and
- c. cooperate with the COMPANY in all matters pertaining to the loss. The ASSURED shall execute all papers and render assistance to secure to the COMPANY the rights and causes of action provided for under this bond. The ASSURED shall do nothing after loss to prejudice such rights or causes of action.

Termination 6. This bond terminates as an entirety on the earliest occurrence of any of the following:

- a. sixty (60) days after the receipt by the ASSURED of a written notice from the COMPANY of its decision to terminate this bond, or
- b. immediately on the receipt by the COMPANY of a written notice from the ASSURED of its decision to terminate this bond, or
- c. immediately on the appointment of a trustee, receiver or liquidator to act on behalf of the ASSURED, or the taking over of the ASSURED by State or Federal officials, or
- d. immediately on the dissolution of the ASSURED, or
- e. immediately on exhausting the AGGREGATE LIMIT OF LIABILITY, or
- f. immediately on expiration of the BOND PERIOD, or
- g. immediately on cancellation, termination or rescission of the Primary Bond.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

Conditions And

Limitations

Conformity

7. If any limitation within this bond is prohibited by any law controlling this

bond's construction, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.

Change Or Modification

8. This bond or any instrument amending or affecting this bond may not *Of This*

Bond be changed or modified orally. No change in or modification of this bond

shall be effective except when made by written endorsement to this bond signed by an Authorized Representative of the COMPANY.

POLICYHOLDER

DISCLOSURE NOTICE OF

TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), effective December 26, 2007, this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

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You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ **-0-**.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying ~~57~~ policy are

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All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter “Chubb”) distribute their products through licensed insurance brokers and agents (“producers”). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

IMPORTANT POLICYHOLDER INFORMATION

Inquiries concerning your policy should be directed to your insurance agent. The name, address and telephone number of your agent, if one is involved, is shown on the policy and/or in the material accompanying the policy.

If you require additional information you may contact the California Insurance Department at either the following address or phone number:

California Insurance Department

300 South Spring Street

Los Angeles, CA 90012

1-800-927-HELP

ENDORSEMENT/RIDER

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

Effective date of this endorsement/rider: September 1, 2012

FEDERAL INSURANCE COMPANY

Endorsement/Rider No. 1

To be attached to and form a part of Bond No. 2183333

Issued to: WELLS FARGO FUNDS TRUST

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Bond shall remain unchanged.

FEDERAL INSURANCE COMPANY

Endorsement No: 2

Bond Number: 82183333

NAME OF ASSURED: WELLS FARGO FUNDS TRUST

PREMIUM ENDORSEMENT

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

It is agreed that:

- 1 . The premium for this bond for the period September 1, 2012 to September 1, 2013 is:
Premium: Forty-eight thousand, seven hundred and ninety-five dollars (\$48,795.00)
- 2 . It is further agreed that this premium is subject to change during this period if amendments are made to this bond at the request of the ASSURED.

This Endorsement applies to loss discovered after 12:01 a.m. on September 1, 2012.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: October 16, 2012

ENDORSEMENT/RIDER

Effective date of this endorsement/rider: September 1, 2012

FEDERAL INSURANCE COMPANY

Endorsement/Rider No. 3

To be attached to and form a part of Policy No. 82183333

Issued to: WELLS FARGO FUNDS TRUST

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

AMEND TERMINATION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- 1 . Section 6, Termination of this Bond, is hereby amended to provide continued coverage for any closed or dissolved Registered Management Investment Company or Mutual Fund named as the ASSURED during the Bond Period. Coverage shall be provided for a maximum of 365 days from the date the Registered Management Investment Company or Mutual Fund named as an ASSURED is closed or dissolved, as long as, coverage is renewed with FEDERAL INSURANCE COMPANY (hereinafter referred to as the "Company").
- 2 . If for any reason this Bond is cancelled as an entirety or non-renewed with the Company the granting of 365 days of coverage for any closed or dissolved Registered Management Investment Company or Mutual Fund named as an ASSURED shall be immediately terminated.
- 3 . The first named ASSURED noted on the Declarations of this Bond is required to provide an updated listing of all required named Assureds and their active status upon the expiration of each BOND PERIOD.
- 4 . This Endorsement shall not apply to any named ASSURED that is not a Registered Management Investment Company or Mutual Fund.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

All other terms, conditions and limitations of this Bond shall remain unchanged.

Home Offices

P.O. Box 1227

Baltimore, MD 21203

ZURICH Excess Bond

Fidelity and Deposit Company of Maryland

Colonial American Casualty and Surety Company

(stock insurance company, herein called Underwriter)

Bond No.	FIB 0004712-12
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Declarations

ITEM 1. Name of Insured: Wells Fargo Funds Trust

Principal Address: **525 Market Street 12th Floor**

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

San Francisco, CA 94105

ITEM 2. Bond Period: from 12:01 a.m. on **09-01-2012** a.m. on **09-01-2013** at the address of the Insured stated above.

(Month, Day, Year)

(Month, Day, Year)

ITEM 3. Aggregate Limit of Liability **\$ 20,000,000**

Aggregate Limit of Liability of the Underwriter for the Bond Period for all loss arising from claims other than those claims for **Insuring Agreement (G) Stop Payment, Insuring Agreement (H) Uncollectible Items of Deposit, Insuring Agreement (I) Audit Expense and Insuring Agreement (K) Unauthorized Signatures** (as such terms are defined or used in the Primary Bond)

ITEM 4. Schedule of Underlying Bonds:

a. Primary Bond Underwriter

	Bond No.	Limit	Deductible
Great American Insurance Group	FS 517-76-01 – 09		\$20,000,000 \$50,000

b. Other Bonds:

Underwriter	Bond No.	Limit	Deductible
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ITEM 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto:

SR5862

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

ITEM 6. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or canceling prior bond(s) or policy(ies) No.(s) **FIB 0004712 11** such termination or cancelation to be effective as of the time this bond becomes effective.

Countersigned by:

Authorized Representative

Excess Bond

In consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter, and to the Underlying Underwriter of the Underlying Bond, by the Insured in applying for this bond, and subject to the Declarations, terms, conditions, limitations and exclusions hereof, the Underwriter and the Insured agree:

1. INSURING AGREEMENT

The Underwriter shall provide the Insured coverage, during the Bond Period set forth in Item 2. of the Declarations, excess of the Underlying Bond in Item 4. of the Declarations. Coverage hereunder shall apply only after all such Underlying Bond has been exhausted and shall then apply in conformance with the terms, conditions and limitations of the bond immediately underlying this bond, except as specifically set forth in the terms, conditions and limitations of this bond.

2. DEFINITIONS

As used in this bond:

- (a) Insured means those organizations covered under the bond immediately underlying this bond.
- (b) Primary Bond means the bond scheduled in Item 4.a. of the Declarations.
- (c) Underlying Bond means all those bonds scheduled in Item 4. of the Declarations and any bonds replacing them, but Underlying Bond does not include **Insuring Agreement (G) Stop Payment, Insuring Agreement (H) Uncollectible Items of Deposit, Insuring Agreement (I) Audit Expense and Insuring Agreement (K) Unauthorized Signatures** or any replacement thereof..

3. MAINTENANCE OF UNDERLYING BONDS

All of the Underlying Bonds scheduled in Item 4. of the Declarations shall be maintained during the Bond Period in full force and effect and affording coverage at least as broad as the Primary Bond, except for any reduction of the aggregate limit(s) of liability available under the Underlying Bond solely by reason of payment of loss thereunder.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

Failure to comply with the foregoing shall not invalidate this bond, but the Underwriter shall not be liable to a greater extent than if this condition had been complied with, providing that nothing in this provision shall be deemed to negate Section 11. of this bond.

In the event of any actual or alleged failure by the Insured to give notice or to exercise any extensions under any Underlying Bond, the Underwriter shall not be liable hereunder to a greater extent than it would have been in the absence of such actual or alleged failure.

4. EXHAUSTION OF UNDERLYING LIMIT(S)

Upon the exhaustion of the limit(s) of liability of the Underlying Bond solely as the result of actual payment of loss thereunder by the applicable Underwriters, this bond shall, subject to the limit of liability of the Underwriter and to the other terms, conditions and limitations of this bond, continue to apply to losses as excess coverage over the amount of coverage remaining under such Underlying Bond. Upon the exhaustion of all the limit(s) of liability of such Underlying Bond solely as a result of payment of loss thereunder, the remaining limits available under this bond shall, subject to the limit of liability of the Underwriter and to the other terms, conditions and limitations of this bond, continue for subsequent losses as a primary bond and any single loss deductible amount specified in the Primary Bond shall be imposed under this bond as to each single loss; otherwise no single loss deductible amount shall be imposed under this bond.

5. AGGREGATE LIMIT OF LIABILITY

The amount set forth in Item 3. of the Declarations is the limit of liability of the Underwriter and shall be the maximum aggregate limit of liability of the Underwriter for the Bond Period.

6. CLAIM PARTICIPATION

The Underwriter may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim brought by or against any Insured under this bond, even if the Underlying Bond has not been exhausted.

7. SUBROGATION--RECOVERIES

In that this bond is excess coverage, the Insured's and the Underwriter's right of recovery against any person or entity may not be exclusively subrogated. Despite the foregoing, in the event of any payment under this bond, the Underwriter shall be subrogated to all the Insured's rights of recovery against any person or organization, to the extent of such payment, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any amounts recovered after payment of loss hereunder shall be apportioned in the inverse order of payment by the Underwriter and the underwriters of any Underlying Bond to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

8. NOTICE

As soon as practicable, the Insured shall give the Underwriter notice:

- (a) in the event of the cancelation of any Underlying Bond;
- (b) of any loss or any situation that could give rise to a loss under any Underlying Bond;
- (c) of any alteration of any provisions of any Underlying Bond;

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

(d) of any additional or return premiums charged or allowed in connection with any Underlying Bond.

9. ALTERATION

No change in or modification of this bond shall be effective except when made by rider signed by an authorized representative of the Underwriter or any of its agents relating to this bond.

10. BOND TERMINATION OR CANCELATION

This bond may be canceled by the Insured at any time by written notice or by surrender of this bond to the Underwriter. This bond may also be canceled by or on behalf of the Underwriter by delivery to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the address shown in Item 1. of the Declarations, written notice stating when, not less than sixty (60) days thereafter, the cancellation shall become effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this bond shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The Underwriter shall refund the unearned premium computed at customary short rates if the bond is terminated in its entirety by the Insured. Under any other circumstances, the refund shall be computed pro rata.

11. TERMINATION OF UNDERLYING BOND

This bond shall terminate immediately upon the termination of any Underlying Bond scheduled in Item 4. of the Declarations, whether by the Insured or the applicable Underlying Underwriters. Notice of cancellation or nonrenewal of any one of the aforementioned bonds duly given by any aforementioned Underlying Underwriter, shall serve as notice of the cancellation or nonrenewal of this bond by the Underwriter.

IN WITNESS WHEREOF, the Underwriter has caused this bond to be signed by its President and by its Secretary at Schaumburg, Illinois, and to be countersigned on the Declarations by a duly authorized representative.

Attest

By

Secretary

President

F&D Companies

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are

Home Office

P.O. Box 1227

Baltimore, MD 21203

RIDER/ENDORSEMENT

This rider/endorsement forms a part of and is issued by the Underwriter/Company of the bond/policy numbered below.

If this form is issued concurrently with the bond/policy, this Attaching Clause need not be completed.

To be attached to and form part of Bond/Policy No. FIB 0004712-12 Effective Date 09-01-2012

It is agreed that:

In compliance with the ruling of the Commissioner of Insurance of the State of California and the Opinion of the Attorney General of that State requiring that the premium for all bonds or policies be endorsed thereon, the basic premium charged for the attached bond/policy for the period from 09-01-2012 to 09-01-2013 is \$48,525

SR 5862 CALIFORNIA PREMIUM RIDER

FOR USE WITH ALL FORMS OF STANDARD BONDS, COMBINATION SAFE DEPOSITORY POLICY FOR FINANCIAL INSTITUTIONS, AND COMPUTER CRIME POLICY FOR FINANCIAL INSTITUTIONS TO COMPLY WITH RULINGS OF THE INSURANCE COMMISSIONER AND THE ATTORNEY GENERAL.

If, subsequent to the issuance of the Followed Policy, the terms, conditions or limitations of an Underlying Policy are