

SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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FILER

STRONG OPPORTUNITY FUND INC

CIK: **723257** | IRS No.: **391538459** | State of Incorporation: **WI** | Fiscal Year End: **1231**
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Mailing Address	Business Address
100 HERITAGE RESERVE MENONONEE FALLS WI 53051	100 HERITAGE RESERVE MENOMONEE FALLS WI 53051 4143593400

Securities Act Registration No. 33-1932
Investment Company Act Registration No. 811-3793

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM N-1A

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

Post-Effective Amendment No. 28 [X]

and/or

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940 []
Amendment No. 29 [X]

(Check appropriate box or boxes)

STRONG OPPORTUNITY FUND, INC.
(Exact Name of Registrant as Specified in Charter)

100 Heritage Reserve
Menomonee Falls, Wisconsin 53051
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, including Area Code: (414) 359-3400

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

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

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

If appropriate, check the following box:

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

SIGNATURES

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

STRONG OPPORTUNITY FUND, INC.
(Registrant)

By: /S/ ELIZABETH N. COHERNOUR

Elizabeth N. Cohernour, Vice President and Secretary

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

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

*Susan A. Hollister signs this document pursuant to powers of attorney filed with Post-Effective Amendment No. 22 to the Registration Statement on Form N-1A.

By: /S/ SUSAN A. HOLLISTER

Susan A. Hollister

EXHIBIT INDEX

<TABLE> <CAPTION> <S>	<C>	<C>
EXHIBIT NO. -----	EXHIBIT -----	EDGAR EXHIBIT NO. -----

(m) Amended and Restated Rule 12b-1 Distribution Plan
(n) Amended and Restated Rule 18f-3 Multiple Class Plan

EX-99.m
EX-99.n

</TABLE>

AMENDED AND RESTATED
RULE 12B-1
DISTRIBUTION PLAN

THIS RULE 12B-1 DISTRIBUTION PLAN, as adopted on January 28, 2000 and amended through the date hereof, is further amended and restated this ____ day of _____, 2001, by the corporations listed on Schedule A, as such schedule may be amended from time to time, each a Wisconsin corporation (each a "Corporation" and collectively the "Corporations"); and

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

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

WHEREAS, each Corporation has adopted a multi-class plan pursuant to Rule 18f-3 ("Multi-Class Plan") that describes the different rights, privileges and expenses of each class; and

WHEREAS, under the Multi-Class Plan, Advisor Class shares, Class A shares, Class B shares, Class C shares and Class L shares of the Funds are, and Investor Class shares and Class Z shares of the Funds may be, sold subject to a distribution fee paid pursuant to Rule 12b-1; and

WHEREAS, the Corporations, on behalf of each Fund that is listed on Schedule A, as such Schedule A may be amended from time to time, desires to adopt a Plan of Distribution pursuant to Rule 12b-1 under the 1940 Act ("Distribution Plan") with respect to the Classes shown on Schedule A ("Classes"),; and

WHEREAS, the Corporations employ Strong Investments, Inc. as distributor of the securities issued by each Fund and may in the future pursuant to this plan employ other persons to act in that capacity (each such in such capacity the "Distributor"); and

WHEREAS, the Corporations, with respect to the Classes, intend to enter into dealer, distribution and/or servicing agreements pursuant to the Distribution Plan with the Distributor and/or various dealers and/or service organizations ("Service Organizations") either directly or through the Distributor, pursuant to which the Distributor and/or the Service Organizations will make available or service the Classes or will offer the Classes for sale to the public; and

WHEREAS, the Board of Directors of each Corporation, including the Rule 12b-1 Directors, as defined herein, have determined in the exercise of their reasonable business judgement and in light of their fiduciary duties that there is a reasonable likelihood that adoption of this Distribution Plan will benefit each of the Funds and the shareholders of each of the Classes; and

NOW, THEREFORE, the Corporations, on behalf of the Funds, each hereby adopts this Distribution Plan on the following terms and conditions:

1. COMPENSATION. (a) The Funds are authorized to pay to the Distributor, as the distributor of shares of the Classes or pay directly to a Service Organization as compensation for the distribution of shares of the Classes and/or the servicing of shareholders of shares of the Classes at an annual rate not to exceed the following amount of each Fund's average daily net assets attributable to the shares of the Classes, respectively:

(i) Investor and Advisor Class and Class Z shares. For Investor and Advisor Class and Class Z shares, the fee paid pursuant to this Distribution Plan shall not exceed the annual rate of 1.00% of the Fund's average daily net assets attributable to Investor or Advisor Class or Class Z shares, respectively.

(ii) Class A shares. For Class A shares, the fee paid pursuant to this Distribution Plan shall not exceed the annual rate of 0.25% of the Fund's average daily net assets attributable to Class A shares.

(iii) Class B shares. For Class B shares, the fee paid pursuant to this Distribution Plan shall not exceed the annual rate of 1.00% of the Fund's average daily net assets attributable to Class B shares.

(iv) Class C shares. For Class C shares, the fee paid pursuant to this Distribution Plan shall not exceed the annual rate of 1.00% of the Fund's average daily net assets attributable to Class C shares.

(v) Class L shares. For Class L shares, the fee paid pursuant to this Distribution Plan shall not exceed the annual rate of 0.75% of the Fund's average daily net assets attributable to Class L shares.

(b) Of the above amounts, no more than 0.25% of the Fund's average daily net assets of each Class may be used to compensate the Distributor and/or Service Organizations for servicing activities.

(c) The Distributor may retain any amounts that it receives under this Distribution Plan, which are not paid to Service Organizations for distribution and/or shareholder services.

(d) Notwithstanding the foregoing, in no event shall any such expenditure paid by the Fund as an "asset-based sales charge," as defined in NASD Conduct Rule 2830, exceed (together with any applicable sales load for each of the Classes) the amount of permissible "sales charges" specified in NASD Conduct Rule 2830. The amount of such compensation shall be calculated and

accrued daily and paid monthly or at such other intervals as each Corporation shall determine, subject to any applicable restriction imposed by rules of the National Association of Securities Dealers, Inc.

(e) Each Distribution Agreement between the Corporations, on behalf of each Fund, and each Distributor relating to Class B shares, shall be in writing and shall provide that, notwithstanding anything to the contrary in this Plan or such Distribution Agreement:

(i) On the settlement date of the sale of each Class B share of any Fund while the Distributor is acting as Distributor for such Fund, the Distributor will be deemed to have fully earned the 0.75 % per annum portion of the 1.00 % per annum fee that thereafter accrues in respect of the net asset value attributable to such Class B share and any other Class B share of any Fund directly or indirectly derived from such Class B share through reinvestment of distributions, share exchanges or otherwise (the "Earned Distribution Fee");

(ii) The Distributor's right to its Earned Distribution Fee that may arise in respect of any Class B share of any Fund shall not be terminated or modified in any manner (including, without limitation, by way of termination of this Plan, the Distribution Agreement or the role of such Distributor as principal distributor of the Class B shares of such Fund or by a change in the rate of the Distribution Fee or in the conversion features of such shares) except (a) to the extent required by a change in the 1940 Act, Rule 12b-1 thereunder or the NASD Conduct Rule 2830, in each case enacted or promulgated after the date of this Amendment and Restatement, or (b) by the full Board of Directors of each Fund acting in good faith after determining that such termination or modification is in the best interests of each such Fund and the Class B shareholders thereof, and then only so long as after the effective date of such modification or termination neither the Funds, the Corporations on behalf of any Fund, nor any successor corporation or fund to any Corporation or Fund or any corporation or fund that acquires substantially all the assets of any Corporation or Fund, nor any Fund sponsor or affiliate thereof, pays, directly or indirectly, a higher fee for share distribution than the modified Distribution Fee or any fee or expense reimbursement for the provision of shareholder services, in each case in respect of the Class B shares or any substantially similar class of shares of any Fund;

(iii) The Fund will not take any action to waive or modify in any manner any contingent deferred sales charge ("CDSC") payable in respect of any Class B share of any Fund after the date treated as the issue date of such share for purpose of determining the amount of the CDSC (the "Issue Date"), except such waivers as are required by the Fund's prospectus on the Issue Date for such share, or to terminate or modify in any manner such Distributor's right to the CDSCs in respect of such share after the Issue Date of such share;

(iv) Such Distributor may assign, sell or pledge (collectively,

"Transfer") its rights to its Earned Distribution Fees and to the CDSCs in respect of the Class B shares of any Fund (but may not delegate such Distributor's duties and obligations pursuant hereto or pursuant to any Distribution Agreement in effect from time to time, if any, between each Distributor and the Fund), and the Corporations on behalf of each Fund shall pay to the assignee, purchaser or pledgee or any subsequent assignee, purchaser or pledgee of any thereof (collectively, "Transferees"), as third party beneficiaries, such Distributor's Earned Distribution Fees or CDSCs so transferred, and, the Fund's obligation to pay the same to such Transferees shall be absolute and unconditional (except as provided in clause B above) and shall not be subject to offset, counterclaim or defense, including without limitation, any of the foregoing based on the bankruptcy of such Distributor, provided that, no Transfer shall reduce or extinguish any claim of the Fund against such Distributor's assets not transferred to the Transferees; and

(v) If, in lieu of paying a portion of the 0.25% per annum portion (the "Shareholder Servicing Fee") of the 1.00 % per annum fee in respect of the net asset value attributable to Class B shares of any Fund to a third party for providing shareholder services in respect of Class B shares of a Fund, the Distributor pays the selling agent selling a Class B share of such Fund at the time of the sale of such Class B share a lump sum payment in exchange for such selling agent's commitment to provide shareholder services to the holder of such Class B share for the twelve month period commencing on the date such Class B share is issued without further compensation from such Fund or any other person, the Distributor will be deemed to have fully earned on the Settlement Date for the sale of such Class B share the Shareholder Servicing Fee that thereafter accrues in respect of the net asset value attributable to such Class B share and any other Class B share of any Fund directly or indirectly derived from such Class B share through reinvestment of distributions, share exchanges or otherwise (the "Earned Service Fee"). Clauses (i), (ii) and (iv) above equally apply to the Distributor's Earned Service Fee and the Earned Distribution Fee. Accordingly, references to "Earned Distribution Fees" in clauses (i), (ii) and (iv) above shall include Earned Services Fees.

2. DISTRIBUTION AND SERVICING ACTIVITIES. The amount of the distribution or shareholder servicing fees as set forth in Paragraph 1 may be paid to the Distributor or directly to a Service Organization for any activities or expenses primarily intended to result in the sale or servicing of shares of the Classes, including, but not limited to: (i) compensation to, and expenses, including overhead and telephone expenses, of employees of the Distributor who engage in or support the distribution of shares of the Classes; (ii) advancing commissions to securities dealers for the initial sale of Class B shares, Class C shares, and Class L shares; (iii) printing and distribution of prospectuses, statements of additional information and any supplements thereto, and shareholder reports to persons other than existing shareholders; (iv) preparation, printing and distribution of sales literature and advertising materials; (v) holding seminars and sales meetings with wholesale and retail sales personnel, which are designed

to promote the distribution of shares of the Classes; and (vi) compensation to Service Organizations. The Fund or the Distributor may determine the services to be provided by the Service Organizations to shareholders in connection with the sale or servicing of shares of the Classes. All or any portion of the compensation paid to the Distributor may be paid by the Distributor to Service Organizations who sell or service shares of the Classes.

3. DISTRIBUTION AND SERVICING ACTIVITIES OF SERVICE ORGANIZATIONS. Services that a Servicing Organization may provide under an Agreement for which they receive compensation in accordance with the Distribution Plan include, but are not limited to, the following functions: assisting the Distributor in marketing shares of the Funds to prospective investors in, and existing customers of, the Classes ("Customers"); assisting the Distributor in processing purchase, exchange and redemption requests for Customers and in placing such orders with the Funds; providing periodic information to Customers about their holdings of Fund shares; arranging for bank wires or federal funds wires; responding to Customer inquiries concerning their investments in the Funds and the services performed under the Distribution Plan; where required by law, forwarding Fund shareholder communications (such as proxies, shareholder reports, financial statements and dividend, distribution and tax notices) to Customers; assisting Customers in changing dividend options, account designations, and addresses; and providing such other similar services as the Distributor may reasonably request to the extent permitted under applicable laws or regulations.

4. SHAREHOLDER APPROVAL. This Distribution Plan shall not take effect with respect to a Fund or Class until it has been approved by a vote of at least a majority of the outstanding voting securities (as defined in the 1940 Act) of such Fund or Class, if such Distribution Plan is adopted by any Fund or Class after a public offering of such shares.

5. DIRECTOR APPROVAL. This Distribution Plan shall not take effect with respect to a Fund or Class until it, together with any related agreements, has been approved by a vote of both (a) the Board of Directors of a Corporation and (b) those Directors of a Corporation who are not "interested persons" of the Corporation (as defined in the 1940 Act) and who have no direct or indirect financial interest in the operation of this Distribution Plan or any agreements related to it (the "Rule 12b-1 Directors"), cast in person at a meeting (or meetings) called for the purpose of voting on this Distribution Plan and such related agreements.

6. TERM. This Distribution Plan shall continue in effect for a term of one year. Thereafter, this Distribution Plan shall continue in force and effect as to a Fund for so long as such continuance is specifically approved, at least annually, in the manner provided for approval of this Distribution Plan in Paragraph 5 and only if the Directors conclude that there is a reasonable likelihood that the Distribution Plan will benefit the Fund and the shareholders of each of the Classes.

7. QUARTERLY REPORTS. The Distributor or any other person authorized to direct the disposition of monies pursuant to the Distribution Plan or any related agreement shall provide to the Board of Directors of the Corporation and the

Board of Directors shall review, at least quarterly, a written report of the amounts expended pursuant to the Distribution Plan and any agreements related thereto and the purposes for which such expenditures were made.

8. TERMINATION. This Distribution Plan may be terminated as to any Fund at any time, without payment of any penalty, by vote of a majority of the Rule 12b-1 Directors, or by a vote of a majority of the outstanding voting securities of such Fund.

9. RELATED AGREEMENTS. Any agreement related to this Plan shall be in writing and shall provide that: (a) the agreement may be terminated at any time upon sixty (60) days' written notice, without the payment of any penalty, by vote of a majority of the Rule 12b-1 Directors, or by vote of a majority of the outstanding voting securities of the Fund; (b) the agreement shall automatically terminate in the event of the agreement's assignment (as defined in the 1940 Act); (c) the agreement shall continue in effect for a period of more than one year from the date of the agreement's execution or adoption only so long as such continuance is specifically approved, at least annually, in the manner provided for under Paragraph 5 of this Distribution Plan; and (d) any person authorized to direct the disposition of monies paid or payable to a Fund pursuant to this Distribution Plan provide to the Board of Directors, and the Directors shall review at least quarterly, a written report of the amounts so expended and the purposes for which such expenditures were made.

10. SEVERABILITY. The provisions of this Distribution Plan are severable for each Fund and Class and if provisions of the Distribution Plan applicable to a particular Fund or Class are terminated, the remainder of the Distribution Plan provisions' application to the other remaining Funds or Classes shall not be invalidated thereby and shall be given full force and effect. If any action needs to be taken regarding this Distribution Plan that affects a particular Fund or Class, the action shall be taken separately for the Fund or Class affected by the matter. Nothing in this Paragraph 10 shall affect the rights of any Class under its Multi-Class Plan.

11. AMENDMENTS. No material amendment to this Distribution Plan of any kind (including any material increase in the amount of total compensation provided for in Paragraph 1) shall be made unless such amendment is approved in the manner provided for approval and annual renewal of the Distribution Plan in Paragraph 5. In addition, this Distribution Plan may not be amended to increase materially the amount of compensation provided for in Paragraph 1 unless such amendment is approved in the manner provided for initial approval in Paragraph 4.

12. SELECTION AND NOMINATION OF DIRECTORS. While this Distribution Plan is in effect, the selection and nomination of Directors who are not "interested persons" (as defined in the 1940 Act) of a Corporation shall be committed to the discretion of the then current Directors who are not interested persons (as defined in the 1940 Act) of the Corporation.

13. RECORDKEEPING. The Funds shall preserve copies of this Distribution Plan and any related agreements and all reports made pursuant to Paragraph 7 for a period

of not less than six (6) years from the date of this Distribution Plan, such agreements or such reports, as the case may be, the first two (2) years in an easily accessible place.

SCHEDULE A

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

CORPORATION/FUND

Date of Addition
TO THIS DISTRIBUTION PLAN

AMENDED AND RESTATED RULE 18F-3
MULTIPLE CLASS PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. ALLOCATION OF INCOME AND EXPENSES.

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE A

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

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