

**VILLAGE BOARD
OF THE
VILLAGE OF FONTANA-ON-GENEVA LAKE, WISCONSIN**

June 8, 2006

Resolution No. 06-08-06-01

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$6,710,000 General Obligation Corporate Purpose Bonds, Series 2006,
and All Related Details**

RECITALS

The Village Board (the “**Governing Body**”) of the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds in the amount of \$6,710,000 for the following purposes:

<u>Maximum Amount Authorized</u>	<u>Purpose</u>
\$2,210,000	to finance street improvements and street improvement funding;
895,000	to finance sewerage improvements, including, but not limited to, construction of and improvements to a lift station;
405,000	to finance improvements to parks and public grounds, including, but not limited to, construction of and improvements to public restrooms;
155,000	to finance water system improvements, including, but not limited to, construction of and improvements to water mains (together with the above purposes, the “ Project ”); and

Maximum Amount Authorized	Purpose
\$3,045,000	to (i) refund the outstanding principal amount of the Issuer's \$2,000,000 Promissory Note, dated December 30, 2005, issued to Walworth State Bank, and (ii) refund a portion of the outstanding principal amount of the Issuer's \$2,000,000 State Trust Fund Loan, dated November 17, 2005 (the " Refunding ")

2. On May 1, 2006, the Governing Body adopted initial resolutions authorizing the issuance of general obligation bonds of the Issuer for the purposes shown above and in the maximum amounts shown above (the "**Initial Resolutions**").

3. On May 1, 2006, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions relating to the Project (the "**Publication Resolution**").

4. On May 1, 2006, the Governing Body also adopted a resolution authorizing the amounts and purposes shown above to be combined into a single bond issue designated as "corporate purpose bonds" (the "**Authorizing Resolution**"). The Authorizing Resolution also set forth certain details relating to the borrowing.

5. The Clerk of the Issuer caused notice of the following actions:

- *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions relating to the Project (the "**Legal Notice**") was given by publication in the Issuer's official newspaper on May 11, 2006 in the manner and form required by the Publication Resolution.
- *Notice of the sale of the Obligations.* The notice of the sale (the "**Sale Notice**") of \$6,710,000 Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin General Obligation Corporate Purpose Bonds, Series 2006 (the "**Obligations**") was given in the manner and form required by the Authorizing Resolution.

The notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. In accordance with the Sale Notice and the Notice of Sale for the Obligations (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body at the beginning of the meeting at which this resolution is being considered.

7. The Governing Body has considered all the bids it received. The best bidder was Harris N.A. or a group that it leads (the "**Purchaser**"). The Purchaser bid the price of \$6,642,978.00 for the entire issue of Obligations (the "**Purchase Price**"), plus any accrued interest,

and specified that the Obligations maturing in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2008	\$115,000	4.000%	2018	\$375,000	4.000%
2009	120,000	4.000	2019	375,000	4.000
2010	125,000	4.000	2020	400,000	4.000
2011	170,000	4.000	2021	460,000	4.050
2012	220,000	4.000	2022	500,000	4.050
2013	275,000	4.000	2023	550,000	4.100
2014	300,000	4.000	2024	550,000	4.125
2015	300,000	4.000	2025	600,000	4.150
2016	300,000	4.000	2026	600,000	4.200
2017	375,000	4.000			

8. The Purchaser’s bid complies with all terms of the Notice of Sale.

9. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

10. The Governing Body will adopt this resolution to sell and issue the Obligations.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Ambac Assurance**” means Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“**Continuing Disclosure Agreement**” means the following documents that collectively constitute the Issuer’s undertaking to provide continuing disclosure, as they may be amended from time to time:

- Master Agreement on Continuing Disclosure, which was executed by the Issuer and dated July 15, 1999.
- Addendum Describing Annual Report for General Obligations, which was executed by the Issuer and dated July 15, 1999.
- Supplemental Agreement on Continuing Disclosure, which will be executed by the Issuer and dated the date of issuance and delivery of the Obligations.

“**Debt Service Fund**” means the fund created pursuant to Section 67.11 of the Wisconsin Statutes, as referred to in Section 19 of this resolution, for the payment of debt service on debt obligations of the Issuer, including the principal of and interest on the Obligations.

“**Depository**” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“**DTC**” means The Depository Trust Company, New York, New York.

“**Financial Guaranty Insurance Policy**” means the financial guaranty insurance policy issue by Ambac Assurance insuring the payment when due of the principal of and interest on the Obligations as provided therein.

“**Financial Officer**” means the Issuer’s Treasurer.

“**Fiscal Agent**” means the Treasurer, or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“**Governing Body**” means the Issuer’s Village Board.

“**Initial Resolutions**” means the combined reference to the separate initial resolutions adopted by the Governing Body on May 1, 2006 authorizing the issuance of general obligation bonds of the Issuer in the maximum amounts and for the purposes stated in the recitals to this resolution.

“**Issuer**” means the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin.

“**Legal Notice**” means the notice of the adoption of the Initial Resolutions relating to the Project that was published in the Issuer’s official newspaper on May 11, 2006.

“**Municipal Officers**” means the President and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Notice of Sale**” means the Notice of Sale used in offering the Obligations for sale to underwriters by competitive bid.

“**Obligations**” means the \$6,710,000 Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin General Obligation Corporate Purpose Bonds, Series 2006, which will be issued pursuant to this resolution.

“**Original Issue Date**” means June 27, 2006.

“**Project**” has the meaning given in the recitals to this resolution.

“**Purchase Price**” means \$6,642,978.00.

“**Purchaser**” means Harris N.A. or a group that it leads.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Redemption Date**” means June 30, 2006.

“**Refunded Bonds**” means the combined reference to the 2005 Note and the Refunded Portion of the State Trust Fund Loan.

“**Refunded Portion of the State Trust Fund Loan**” means \$1,000,000 in aggregate principal amount of the State Trust Fund Loan. The appropriate officers of the Issuer are authorized and directed to negotiate and agree to a revised amortization schedule for the remaining portion of the State Trust Fund Loan.

“**Refunding**” means the refunding of the Refunded Bonds.

“**Register**” means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- The name and address of the owner of each Obligation.
- All transfers of each Obligation.

“**State Trust Fund Loan**” means the Certificate of Indebtedness of the Issuer, in the principal amount of \$2,000,000, issued to the State of Wisconsin Board of Commissioners of Public Lands and dated November 17, 2005.

“**Treasurer**” means the Issuer’s Treasurer.

“**2005 Note**” means the Issuer’s \$2,000,000 Promissory Note, dated December 30, 2005, issued to Walworth State Bank.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- *Exhibit A* — Form of Obligation.
- *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “**corporate purpose bonds**”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of \$6,710,000. The Obligations will be issued for the purposes of the Project and the Refunding, and paying the expenses of issuing the Obligations (including printing costs, fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable). The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes.

Section 5. Terms of Obligations.

The Obligations will be named “Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin General Obligation Corporate Purpose Bonds, Series 2006.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any whole multiple up to the principal amount authorized for that maturity.

The Obligations will bear interest from their Original Issue Date. Interest will be payable on each June 1 and December 1 until the principal of the Obligations has been paid, beginning on June 1, 2007. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2008	\$115,000	4.000%
2009	120,000	4.000
2010	125,000	4.000
2011	170,000	4.000
2012	220,000	4.000
2013	275,000	4.000
2014	300,000	4.000
2015	300,000	4.000
2016	300,000	4.000
2017	375,000	4.000
2018	375,000	4.000
2019	375,000	4.000
2020	400,000	4.000
2021	460,000	4.050
2022	500,000	4.050
2023	550,000	4.100
2024	550,000	4.125
2025	600,000	4.150
2026	600,000	4.200

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which such original debts were incurred. This means that, for this purpose, the first maturities of the Obligations are being issued to pay and discharge the Refunded Bonds, as opposed to financing the Project, and that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt. For other purposes, the Issuer may treat the maturities of the Obligations as being applied in a different way.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

Section 6. Refunding of Refunded Bonds.

To provide for the payment of the interest on each Refunded Bond when due on its Redemption Date, and to effect the redemption of each Refunded Bond on its Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the debt service funds for the 2005 Note and the State Trust Fund Loan. Such transfers must be made on or prior to the dates on which such payments on the Refunded Bonds are due. The amounts transferred must be sufficient, together with all other funds then on deposit in the debt service funds, to pay the amounts due on such dates.

Section 7. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of each Refunded Bond be redeemed and paid in full in advance of its stated maturity on the Redemption Date. The Governing Body ratifies all actions taken by the officers of the Issuer in connection with calling each Refunded Bond for redemption on the Redemption Date, including the giving of notice in the manner that the governing documents for the 2005 Note and the State Trust Fund Loan require.

Section 8. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

Section 9. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves such document.

Section 10. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

- At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully registered certificated Obligations in the denomination of \$5,000 or any whole multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes.

Section 11. Redemption.

The Obligations maturing on or after June 1, 2018 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on June 1, 2017 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in \$5,000 multiples in accordance with Sections 12 and 13 hereof.

Section 12. Payment of Obligations/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, premium, if any, and interest on the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, and the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If an Obligation has been called for redemption but less than all of the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Partial Redemption. If less than all of a particular maturity of the Obligations is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution.

Section 13. Payment of Obligations/Transfers/Redemption Notices Not Under Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of and premium, if any, on each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the principal office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by check or draft mailed to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in authorized denominations. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all of a particular maturity of the Obligations is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than all of a particular Obligation has been called for redemption, then upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations must be mailed, postage prepaid, not less than 30 and not more than 60 days before the redemption date to the registered owners of the Obligations to be redeemed. Failure to mail a notice or a defect in how it is given does not affect the validity of any proceedings for the redemption of the Obligations if notice has been published at least once not less than 30 and not more than 45 days

prior to the date of redemption in a financial journal or newspaper published or circulated in New York, New York. A notice of redemption may be revoked by the mailing of a notice, postage prepaid, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption. Failure to mail a notice or a defect in how it is given does not affect the validity of the revocation if notice has been published at least once not less than 15 days prior to the proposed redemption date in a financial journal or newspaper published or circulated in New York, New York.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 14. Form of Obligations.

The Obligations must be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 15. Execution of Obligations.

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 16. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 17. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to purchase the Obligations. The Municipal Officers are directed to (i) sign the

purchase agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a specific time and place of closing of the sale.

The Financial Officer is directed to return to each unsuccessful bidder its good-faith-deposit check and to deposit the good-faith-deposit check provided by the Purchaser. The amount of the Purchaser's good-faith-deposit check will be applied against the Purchase Price upon delivery of the Obligations. No interest will accrue to the Purchaser on the good-faith-deposit amount held by the Issuer. In the event that the Purchaser uses a financial surety bond to secure its good-faith-deposit requirement and the Purchaser does not submit its good-faith-deposit by the time required, then the Financial Officer is directed to make a draw on the financial surety bond in the amount of the good-faith deposit.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with the Notice of Sale, the purchase agreement presented by the Purchaser, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- A transcript of the proceedings relating to the issuance of the Obligations.
- A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 18. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax must be carried from year to year into the Issuer's tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2006	\$388,666.10	2016	\$562,717.50
2007	384,917.50	2017	547,717.50
2008	385,217.50	2018	532,717.50
2009	385,317.50	2019	542,217.50
2010	424,417.50	2020	584,902.50
2011	466,617.50	2021	605,462.50
2012	511,717.50	2022	634,062.50
2013	525,217.50	2023	611,443.75
2014	513,217.50	2024	637,650.00
2015	501,217.50	2025	612,600.00

Section 19. Debt Service Fund.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in a Debt Service Fund used solely for paying debt service on debt obligations of the Issuer. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer may create a separate Debt Service Fund solely for the Obligations. Any accrued interest received at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund and used to pay debt service on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other sources available to it.

Section 20. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited in and kept by the Treasurer in a separate fund. The fund must be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, must be (i) used to pay the costs of the Project and the Refunding, issuing the Obligations, and investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund as provided by law.

Section 21. Official Statement.

The Issuer ratifies, authorizes, and approves the offering document prepared in connection with the issuance of the Obligations and its distribution, and authorizes and approves the addendum thereto (the “**Official Statement**”); *provided* that the Official Statement must be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers must deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 22. Bond Insurance.

- (a) Consent of Ambac Assurance. Any provision of this resolution expressly recognizing or granting rights in or to Ambac Assurance may not be amended in any manner which affects the rights of Ambac Assurance hereunder without the prior written consent of Ambac Assurance. The Issuer acknowledges that Ambac Assurance reserves the right to charge the Issuer a fee for any consent or amendment to the resolution while the Financial Guaranty Insurance Policy is outstanding.
- (b) Consent of Ambac Assurance in Addition to Bondholder Consent. Unless otherwise provided in this section, Ambac Assurance’s consent shall be required in addition to consent of the registered owners of the Obligations, when required, for the following purposes: (i) execution and delivery of any supplemental resolution or any amendment, supplement or change to or modification of the resolution; (ii) removal of the Registrar or Paying Agent and selection and appointment of any successor registrar or paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires consent of the registered owners of the Obligations.
- (c) Consent of Ambac Assurance in the Event of Insolvency. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to Ambac Assurance. In the event of any reorganization or liquidation, Ambac Assurance shall have the right to vote on behalf of all registered owners of Ambac Assurance-insured Obligations absent a default by Ambac Assurance under the Financial Guaranty Insurance Policy insuring the Obligations.
- (d) Consent of Ambac Assurance Upon Default. Anything in this resolution to the contrary notwithstanding, upon the occurrence and continuance of a default in payment of the Obligations, Ambac Assurance shall be entitled to control and direct the enforcement of all rights and remedies granted to the registered owners of the Obligations under this resolution and pursuant to state law.

(e) Notices to be sent to the attention of the SURVEILLANCE DEPARTMENT:

- (1) While the Financial Guaranty Insurance Policy is in effect, the Issuer shall furnish to Ambac Assurance, upon request, the following:
 - (A) a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer;
 - (B) such additional information it may reasonably request.
- (2) A copy of any notice to be given to the registered owners of the Obligations, including, without limitation, notice of any redemption of or defeasance of Obligations, and any certificate rendered pursuant to this resolution relating to the security for the Obligations.
- (3) To the extent that the Issuer has entered into a continuing disclosure agreement with respect to the Obligations, Ambac Assurance shall be included as party to be notified.

(f) Notices to be sent to the attention of the GENERAL COUNSEL OFFICE:

- (1) The Issuer shall notify Ambac Assurance of any failure of the Issuer to provide relevant notices, certificates, etc.
- (2) Notwithstanding any other provision of this resolution, the Issuer shall immediately notify Ambac Assurance if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

(g) Other Information to be given to Ambac Assurance:

The Issuer will permit Ambac Assurance to discuss the affairs, finances and accounts of the Issuer or any information Ambac Assurance may reasonably request regarding the security for the Obligations with appropriate officers of the Issuer. The Issuer will permit Ambac Assurance to have access to and to make copies of all books and records relating to the Obligations at any reasonable time.

(h) Permitted Investments. In addition to the investments the Issuer is permitted to make under Wisconsin Law:

Ambac Assurance will allow the following obligations to be used as permitted investments for defeasance purposes in refunding escrow accounts.

(Ambac Assurance does not give a premium credit for the investment of accrued and/or capitalized interest).

- (A) Cash (insured at all times by the Federal Deposit Insurance Corporation),
- (B) Direct obligations of the United States of America, or
- (C) Senior debt obligations of other Government Sponsored Agencies approved by Ambac Assurance.

(i) Defeasance. Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Obligations shall be paid by Ambac Assurance pursuant to the Financial Guaranty Insurance Policy, the Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and the assignment and pledge of the revenues and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of Ambac Assurance, and Ambac Assurance shall be subrogated to the rights of such registered owners.

(j) Payment Procedure Pursuant to the Financial Guaranty Insurance Policy. As long as the Financial Guaranty Insurance Policy shall be in full force and effect, the Issuer, the Registrar and any Paying Agent agree to comply with the following provisions:

- (1) At least one (1) business day prior to all interest payment dates the Paying Agent, if any, will determine whether there will be sufficient funds in the funds and accounts to pay the principal of or interest on the Obligations on such interest payment date. If the Paying Agent, if any, determines that there will be insufficient funds in such funds or accounts, the Paying Agent, if any, shall so notify Ambac Assurance. Such notice shall specify the amount of the anticipated deficiency, the Obligations to which such deficiency is applicable and whether such Obligations will be deficient as to principal or interest, or both. If the Paying Agent, if any, has not so notified Ambac Assurance at least one day prior to an interest payment date, Ambac Assurance will make payments of principal or interest due on the Obligations on or before the first day next following the date on which Ambac Assurance shall have received notice of nonpayment from the Paying Agent, if any.
- (2) The Paying Agent, if any, shall, after giving notice to Ambac Assurance as provided in (1) above, make available to Ambac Assurance and, at Ambac Assurance's direction, to The Bank of New York, in New York, New York, as insurance trustee for Ambac Assurance or any successor insurance trustee (the

“**Insurance Trustee**”), the registration books of the Issuer maintained by the Registrar, if any, and all records relating to the funds and accounts maintained under this resolution.

- (3) The Paying Agent, if any, shall provide Ambac Assurance and the Insurance Trustee with a list of registered owners of Obligations entitled to receive principal or interest payments from Ambac Assurance under the terms of the Financial Guaranty Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Obligations entitled to receive full or partial interest payments from Ambac Assurance and (ii) to pay principal upon Obligations surrendered to the Insurance Trustee by the registered owners of Obligations entitled to receive full or partial principal payments from Ambac Assurance.
- (4) The Paying Agent, if any, shall, at the time it provides notice to Ambac Assurance pursuant to (1) above, notify registered owners of Obligations entitled to receive the payment of principal or interest thereon from Ambac Assurance (i) as to the fact of such entitlement, (ii) that Ambac Assurance will remit to them all or a part of the interest payments next coming due upon proof of entitlement of the registered owner of a Obligation to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner’s right to payment, (iii) that should they be entitled to receive full payment of principal from Ambac Assurance, they must surrender their Obligations (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Obligations to be registered in the name of Ambac Assurance) for payment to the Insurance Trustee, and not the Paying Agent, if any, and (iv) that should they be entitled to receive partial payment of principal from Ambac Assurance, they must surrender their Obligations for payment thereon first to the Paying Agent, if any, who shall note on such Obligations the portion of the principal paid by the Paying Agent, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.
- (5) In the event that the Paying Agent, if any, has notice that any payment of principal of or interest on a Obligation which has become due for payment and which is made to a registered owner of a Obligation by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of

a court having competent jurisdiction, the Paying Agent, if any, shall, at the time Ambac Assurance is notified pursuant to (1) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from Ambac Assurance to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent, if any, shall furnish to Ambac Assurance its records evidencing the payments of principal of and interest on the Obligations which have been made by the Paying Agent, if any, and subsequently recovered from registered owners and the dates on which such payments were made.

(6) In addition to those rights granted Ambac Assurance under this resolution, Ambac Assurance shall, to the extent it makes payment of principal of or interest on Obligations, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Financial Guaranty Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent, if any, shall note Ambac Assurance's rights as subrogee on the registration books of the Issuer maintained by the Registrar, if any, upon receipt from Ambac Assurance of proof of the payment of interest thereon to the registered owners of the Obligations, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent, if any, shall note Ambac Assurance's rights as subrogee on the registration books of the Issuer maintained by the Registrar, if any, upon surrender of the Obligations by the registered owners thereof together with proof of the payment of principal thereof.

(k) Ambac Assurance as Third Party Beneficiary. To the extent that this resolution confers upon or gives or grants to Ambac Assurance any right, remedy or claim under or by reason of this resolution, Ambac Assurance is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(l) Parties Interested Herein. Nothing in this resolution expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Issuer, Ambac Assurance, the Paying Agent, if any, and the registered owners of the Obligations, any right, remedy or claim under or by reason of this resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, Ambac Assurance, the Paying Agent, if any, and the registered owners of the Obligations.

Section 23. Publication of Notice.

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 24. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

Section 25. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 26. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 27. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 28. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

Section 29. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 30. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 8, 2006

Approved: June 8, 2006

President

Clerk

EXHIBIT A

FORM OF OBLIGATION

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

STATE OF WISCONSIN
COUNTY OF WALWORTH
VILLAGE OF FONTANA-ON-GENEVA LAKE

No. R-____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND,
SERIES 2006

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	June 1, 20__	June 27, 2006	344664 ____

REGISTERED OWNER: [CEDE & Co.] [_____]

PRINCIPAL AMOUNT: _____ DOLLARS

THE VILLAGE OF FONTANA-ON-GENEVA LAKE, WALWORTH COUNTY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable on each June 1 and December 1 until the Principal Amount has been paid, beginning on June 1, 2007. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$6,710,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on May 1, 2006, specifying the following not to exceed amounts for the following purposes:

Maximum Amount Authorized	Purpose
\$2,210,000	to finance street improvements and street improvement funding;
895,000	to finance sewerage improvements, including, but not limited to, construction of and improvements to a lift station;
405,000	to finance improvements to parks and public grounds, including, but not limited to, construction of and improvements to public restrooms;
155,000	to finance water system improvements, including, but not limited to, construction of and improvements to water mains; and
\$3,045,000	to (i) refund the outstanding principal amount of the Issuer's \$2,000,000 Promissory Note, dated December 30, 2005, issued to Walworth State Bank, and (ii) refund a portion of the outstanding principal amount of the Issuer's \$2,000,000 State Trust Fund Loan, dated November 17, 2005

and (2) the resolution duly adopted by the governing body of the Issuer on June 8, 2006, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$6,710,000 General Obligation Corporate Purpose Bonds, Series 2006, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered obligations.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, premium, if any, and interest on this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by the Treasurer of the Issuer or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), who will act as paying agent and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of and premium, if any, on this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the principal office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by the Fiscal Agent by the check or draft mailed to the person in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after June 1, 2018 are subject to redemption prior to their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on June 1, 2017 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If less than all outstanding Obligations are redeemed, then the Obligations will be redeemed in \$5,000 multiples as described below.

So long as the Obligations are being maintained in a Book-Entry System, then the following provisions apply:

- *Transfers.* The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent and in exchange and upon the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If an Obligation has been called for redemption but less than all of the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

- *Partial Redemption.* If less than all of a particular maturity of the Obligations is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed.
- *Notice of Redemption.* Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.
- *Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.
- *Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

- *Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in authorized denominations. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

- *Partial Redemption.* If less than all of a particular maturity of the Obligations is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than all of a particular Obligation has been called for redemption, then upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

- *Notice of Redemption.* Notice of the redemption of any of the Obligations must be mailed, postage prepaid, not less than 30 and not more than 60 days before the redemption date to the registered owners of any Obligations to be redeemed. Failure to mail a notice or a defect in how it is given does not affect the validity of any proceedings for the redemption of the Obligations if notice has been published at least once not less than 30 and not more than 45 days prior to the date of redemption in a financial journal or newspaper published or circulated in New York, New York. A notice of redemption may be revoked by the mailing of a notice, postage prepaid, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption. Failure to mail a notice or a defect in how it is given does not affect the validity of the revocation if notice has been published at least once not less than 15 days prior to the proposed redemption date in a financial journal or newspaper published or circulated in New York, New York.
- *Accrual of Interest.* If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.
- *Register.* The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and things required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its President and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of June 27, 2006.

VILLAGE OF FONTANA-ON-GENEVA LAKE,
WALWORTH COUNTY, WISCONSIN

By: _____
President

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: June 8, 2006

This Obligation is one of the Obligations described in the Resolution.

By: _____
Treasurer, as Fiscal Agent

Bond Insurance

Financial Guaranty Insurance Policy No. _____ (the “**Policy**”) with respect to payments due for principal of and interest on this Bond has been issued by Ambac Assurance Corporation (“**Ambac Assurance**”). The Policy has been delivered to The Bank of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of Ambac Assurance as more fully set forth in the Policy.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security or other identifying number]

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint

_____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

June 8, 2006

Subject: \$6,710,000
Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2006

We have acted as bond counsel to the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin (the “**Issuer**”) in connection with the issuance of its \$6,710,000 General Obligation Corporate Purpose Bonds, Series 2006, dated June 27, 2006 (the “**Obligations**”).

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

1. The Obligations are valid and binding general obligations of the Issuer.
2. All taxable property in the Issuer’s territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations to the extent that the Issuer has not deposited other funds, or there is not otherwise surplus money, in the debt service fund created for the Obligations under Wisconsin law.
3. Interest on the Obligations is excluded from gross income for federal income tax purposes. It also is not an item of tax preference for purposes of the federal alternative minimum tax imposed on all taxpayers. For the purpose of computing the alternative minimum tax imposed on certain corporations, however, interest on the Obligations is taken into account in determining adjusted current earnings. The Issuer must comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Code**”), that must be satisfied after the Obligations are issued for interest on the Obligations to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has promised to comply with those requirements. Its failure to do so may cause interest on the Obligations to be included in gross income for federal income tax purposes, in some cases retroactive to the date the Obligations were issued. The Issuer has designated the Obligations as “qualified tax-exempt obligations” for

June 8, 2006

Page 2

the purposes of Section 265(b)(3) of the Code. We express no opinion about other federal tax law consequences relating to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law.

Very truly yours,

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
VILLAGE OF FONTANA-ON-GENEVA LAKE, WISCONSIN
RELATING TO BOND SALE

On June 8, 2006, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the face amount of \$6,710,000. It is anticipated that the closing of this bond financing will be held on or about June 27, 2006. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the Village Clerk, at 175 Valley View Drive, Fontana, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: June 22, 2006

/s/ Dennis L. Martin
Village Clerk

CERTIFICATIONS BY CLERK

I, Dennis L. Martin, certify as follows:

- I am the duly qualified and acting Clerk of the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin (the “**Municipality**”).
- As such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Village Board (the “**Governing Body**”).
- Attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$6,710,000 General Obligation Corporate Purpose Bonds, Series 2006,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On June 8, 2006, a meeting of the Governing Body was held beginning at 5:02 p.m.
2. **Posting.** On June 7, 2006 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality’s offices in Fontana, Wisconsin a notice setting forth the time, date, place, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On June 7, 2006 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a special meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the President (the “**Presiding Officer**”), who chaired the meeting. Upon roll I noted and recorded that there were 5 members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered

with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, 5 of the Governing Body members voted Aye, 0 voted Nay, and 0 Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Publication of Exhibit B to Resolution**. I have caused Exhibit B to the Resolution to be published in the form and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on June 8, 2006.

Clerk

[Seal]