Mansfield Downtown Partnership Bylaws as revised June 11, 2014

BYLAWS
of
MANSFIELD DOWNTOWN PARTNERSHIP, INC.

These Bylaws are in accordance with the Certificate of Incorporation of the Mansfield Downtown Partnership, Inc., a not-for-profit corporation incorporated under the laws of the State of Connecticut (hereinafter the "Partnership"). These Bylaws establish the governing structure for the Partnership. The Certificate of Incorporation shall take precedence in any conflict between these Bylaws and the Certificate of Incorporation.

ARTICLE I

PRINCIPAL OFFICE AND REGISTERED AGENT

Section 1. Principal Office. The principal office of the Mansfield Downtown Partnership shall be at 23 Royce Circle, Town of Mansfield, Connecticut or such other location as the Board of Directors may approve from time to time. Except such books as may be kept by the Town of Mansfield at Mansfield Town Hall, books and records of the Partnership shall be accessible from the Principal Office.

Section 2. Other Offices. The Partnership may change its Principal Office, or establish additional offices, within the Town of Mansfield upon resolution duly adopted by the Board of Directors of the Partnership.

Section 3. Registered Agent. The Partnership shall have and continuously maintain a registered office in the State of Connecticut, which may be identical with the principal office, and the Board of Directors of the Partnership shall appoint and continuously maintain a registered agent for service of process who shall be an individual resident of the Town of Mansfield or a Connecticut corporation.

ARTICLE II

PURPOSES

The Mansfield Downtown Partnership is a not-for-profit corporation organized to operate exclusively for charitable and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law) and, more specifically:

a) To promote the rehabilitation and public use of the Town of Mansfield's Storrs Center, King Hill Road and Four Corners areas, including the commercial enterprises and residences of those areas;

b) To take remedial actions to enhance the Town of Mansfield's Storrs Center, King Hill Road and Four Corners areas through land use planning, public improvements and education, and thereby promote public use, contribute to community betterment, and enhance the social welfare while lessening the burdens on Mansfield's government;

c) To disseminate information and promote interest in the Town of Mansfield's Storrs Center, King Hill Road and Four Corners areas;

d) To hold meetings, seminars, and other activities for the instruction and education of members and the public;

e) To aid, work with, and participate in the activities of other organizations, individuals, and public and private entities located within and outside the Town of Mansfield engaged in similar purposes;

f) To solicit, receive and administer funds for educational and charitable purposes, and to that end to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise, either absolutely or jointly with any other person or corporation, any property, real, personal, tangible or intangible, or an undivided interest therein, without limitation as to value; to sell, convey or otherwise dispose of any property and to invest, reinvest or deal with the principal of the income thereof in such manner as, in the judgment of the corporation's directors, will best promote the purposes of the corporation without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the by-laws of incorporation, or any such laws thereto.

ARTICLE III

MEMBERS

Section 1. Members. Membership in the Partnership shall consist of eligible individuals, organizations, and businesses that have paid annual dues for the pertinent calendar year.

Section 2. Membership Eligibility. Members must either reside in the Town of Mansfield, pay taxes to the Town of Mansfield, own or operate a business in the Town of Mansfield, own residential or business property in the Town of Mansfield, be an employee of a Mansfield-located business, or be affiliated with the University of Connecticut as a student, alumnus, or current or former faculty or staff. Membership is open to persons of any race, color, gender, sexual orientation, national origin, ethnicity, or religion. An eligible individual, organization, or business may become a member by filing an application in such form as the Board of Directors shall prescribe, and subject to the payments of such dues as the Partnership may establish pursuant to Article III, Section 3.

Section 3. Membership categories and dues. The Board of Directors may from time to time create or abolish categories of membership in the Partnership, and set the respective annual dues for each category (or dues and the manner of their payment for a lifetime member category), provided no change in the categories of membership or in the dues for any category shall take effect until the change is ratified by a majority of the members present and voting at a special meeting of the members duly called for the purpose of such ratification or at an Annual Meeting.

Section 4. Friends. The Partnership has the authority to create a category of Friends of the Partnership which is open to individuals, organizations, and businesses. Friends are not subject to the same eligibility requirements as members. Friends have no voting privileges.

Section 5. Resignation. Any member may resign from membership in the Partnership upon giving written notice thereof to the Secretary of the Partnership. Members who resign from membership shall not be entitled to any refund of dues paid.

Section 6. Voting Rights. All individual members and one designated representative of each member organization or business have the right to vote at the Annual Meeting and special membership meetings, provided that an organization or business cannot give a second vote to an individual member.

Section 7. Cancellation of Membership. Failure to pay dues within thirty days following receipt of a written notice that sixty days have passed since dues were payable, will result in cancellation of membership.

Section 8. Responsibility for Debts. Members of the Partnership shall have no responsibility, as members, for any debts, obligations, or liabilities of the Partnership.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The Annual Meeting of the members of the Partnership for the election of Directors, to review the activities of the Partnership, to receive reports, and for the transaction of other such business as may properly come before such meeting shall be held in June of each fiscal year. The agenda for the Annual Meeting shall consist of the reports of

officers and committees, the election of Directors, and such other business as the Board of Directors may decide appropriate. Members of the Partnership may have items for discussion and/or actions placed on the agenda by submitting a written petition signed by no fewer than ten members of the Partnership fifteen days prior to the Annual Meeting. Failure to hold an Annual Meeting as herein prescribed shall not affect otherwise valid Partnership acts. In the event of such failure, a substitute Annual Meeting may be called in the same manner as a special meeting.

Section 2. Special Meetings. Special meetings of the membership may be called at any time by the President with the approval of three other members of the Executive Committee. A special meeting of the membership may also be called by a written petition of no less than twenty percent of the members entitled to vote. The petition must be presented to the Secretary and must identify the specific items to be addressed at the special meeting of the membership.

Section 3. Date, Time, and Place, of Meetings. Each meeting of the members of the Partnership shall be held in Mansfield, at such location, date and time established by the President and specified in the notice of the meeting.

Section 4. Notice of Meetings. Notice of the Annual Meeting and special meetings of the membership shall be mailed to each member, addressed to such member's residence or usual place of business, not less than twelve nor more than thirty days before the day on which the meeting is to be held, or sent by facsimile or electronic mail to such address or delivered to such member personally, not later than ten days before the day on which the meeting is to be held. Notice will also be placed on the Partnership's website not later than twelve days before the day on which the meeting is to be held and may also be sent to a local newspaper. Each such notice shall state the purpose or purposes of the meeting, the date, time and place of such meeting, and by whose order it was called. If a Bylaw change is to be acted upon, the proposed action must be described in the notice of the meeting. Notwithstanding the foregoing, the notice of a meeting, at which a Board of Directors approved Bylaws amendment is to be acted upon, may be included with the written notice and copy of the Bylaws amendment required to be mailed to each member at least 45 days in advance of such meeting under Article XVII below, and no further notice of such meeting shall be required.

Section 5. Quorum. The presence, in person, at any meeting of the members of not less than 25 of the members entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 6. Organization. At each meeting of the members, the President of the Board of Directors, or, in the case of the President's absence, the Vice President, shall act as Chairperson thereof. The Secretary, or, in the case of the Secretary's absence, the person whom the Chairperson of the meeting shall appoint as Secretary of the meeting, shall act as such.

Section 7. Voting. Unless otherwise required by law, each member present, in accordance with Article III, Section 7 hereof, shall be entitled to cast one vote on the matters of the election of the Board of Directors, amendments to the Bylaws, and modifications to annual dues. At each meeting of the members, all matters shall be decided by affirmative vote of the majority of the

members present at such meeting in person, except those matters which are otherwise expressly regulated by law or by any other Section hereof.

Section 8. Minutes of Meetings. The Secretary shall keep regular minutes of membership proceedings and such minutes shall be placed in the minute book for the Partnership, at the Principal Office.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Authority. The Board of Directors of the Partnership shall manage, supervise, and control the business, property, and affairs of the Partnership. The Board shall be vested with the powers possessed by the Partnership itself, including the powers to determine the policies of the Partnership and prosecute its objects and purposes, to appoint and remunerate agents and employees, to disburse the funds of the Partnership, and to adopt such rules and regulations for the conduct of its business, responsibility, and authority as shall be deemed advisable, insofar as such delegation of authority is not inconsistent with or repugnant to the Certificate of Incorporation or Bylaws of the Partnership, in their present form or as they may be amended, or to any applicable law.

Section 2. Number of Directors. The Board of Directors of the Partnership shall consist of up to nineteen members as described in this section. Three directors shall be appointed by the President of the University of Connecticut. Three directors shall be appointed by the Town Council of Mansfield, Connecticut. Three directors shall be appointed by the Mansfield Business and Professional Association, or by The Chamber of Commerce, Windham Region, in the absence of action by the Mansfield Business and Professional Association. Three directors shall be ex officio with full voting powers, the Mayor of the Town of Mansfield (or the Mayor's designee); the President of the University of Connecticut (or the President's designee in addition to the President's appointed Directors); and the Chairperson of the Mansfield Business and Professional Association Executive Committee. Six directors shall be elected by the Partnership's members. One Director shall be an enrolled student at the University of Connecticut's Storrs campus (undergraduate or graduate, full-time or part-time) nominated by the Nominating Committee (see Article VI, Sec. 3) and appointed by the Board of Directors. The Partnership may, by amendment to these bylaws, either increase or decrease the number of Directors.

Section 3. Qualifications of Directors. All Directors shall be at least 18 years old and individual members of the Partnership in good standing.

Section 4. Term of Office. Each Director's term shall be three years, except that ex officio Directors' terms shall only end when they leave their respective offices and the term of the University of Connecticut student Director shall be one year from the date of appointment by the Board of Directors pursuant to Section 2 of this Article V. With the exception of ex officio Directors and the University of Connecticut student Director, Directors' terms of office shall be

staggered so that one third of the terms expire each year. In addition to any shorter terms, no Director elected by the members may serve more than two consecutive three-year terms.
Section 5. Determination of Directors. The directorships shall be divided into three classes in accordance with Article V, Section 4 hereof so that one-third of such directorships are filled each year at the Annual Meeting of the members.

Section 6. Resignation. Any Director may resign at any time by delivering a written resignation to the President. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the President or Board of Directors.

Section 7. Removal. Directors, who have been elected by the members, may be removed by a two-thirds vote of the members entitled to vote for the election of any such director at any regular or special meeting of the members at which a quorum is present. With the exception of the ex-officio members, Directors who have been appointed pursuant to Article V, Section 2 may be removed by a two-thirds vote of the Directors at any regular or special meeting of the Board of Directors at which a quorum is present. No Director may be removed except for cause, which shall be limited to: (1) violation of these Bylaws, (2) engaging in any other conduct prejudicial to the best interests of the Partnership, (3) failure to comply with the Conflict of Interest Policy (Exhibit A), or (4) failure to attend four or more consecutive meetings of either the Board of Directors or of any Partnership committee of which the Director is a member. Such removal may occur only if the Director involved is first provided (1) with adequate notice of the charges against him or her in the form of a written statement from the President of such charges and of the time and place of the meeting of the membership or Board of Directors, as appropriate, scheduled for the purpose of hearing or considering such action, sent by certified or registered mail to the last known address of such Director, or by delivery in person to the personal residence or place of business of such Director, and (2) an opportunity to appear before the membership or Board of Directors, as appropriate, or forward a written statement thereto in presentation of any defense of such charges, no sooner than thirty days after the sending of such notice. In these regards, the membership or Board of Directors, as appropriate, shall act on the basis of reasonable and consistent criteria, always with the objective of advancing the best interest of the Partnership.

Section 8. Vacancies. Any vacancy in the office of Director elected by the membership shall be filled by the Board of Directors until the next Annual Meeting, when the vacancy shall be filled by the membership for the remainder of the term of the Director vacating office. Any vacancy in the office of appointed Director shall be filled by the authority who or which appointed the Director vacating office.

Section 9. Regular Meetings. Regular meetings of the Board of Directors for the transaction of such business as may properly come before it may be held each month on such days and at such places as shall be designated by the President, or, in the President's absence, by the Vice President or, in the absence of the Vice President, by the Treasurer.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Directors then in office, and shall be held at such time, day, and

place as is designated in the notice of the meeting.

Section 11. Notice. Notice of each meeting of the Board of Directors shall be mailed to each Director, addressed to such Director at the Director's residence or usual place of business, not less than seven or more than twenty days before the day on which the meeting is to be held, or given orally or by facsimile or by electronic mail to such address or delivered to such Director personally, not later than five days before the day on which the meeting is to be held. Notice will also be placed on the Partnership's website not later than ten days before the day on which the meeting is to be held and may also be sent to the local newspaper. Each such notice shall state the purpose or purposes of the meeting, the time, date, and place of such meeting, and by whose order it was called.

Section 12. Quorum. At any meeting of the Board of Directors, the presence in person of a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business; provided, however, that any such quorum shall include the President or the Vice President or the Treasurer. A Director or member of a committee of the Board of Directors may participate in a meeting of the Board of Directors or of such committee by means of a conference telephone or similar communication equipment enabling all Directors participating in the meeting to hear one another, and participation in such a meeting shall constitute presence in person at such meeting. If less than such number of Directors is present at such meeting, a majority of the Directors present may adjourn the meeting without further notice. In the absence of a quorum, any action taken shall be advisory only, but may become valid if subsequently confirmed by a majority vote, in conformance with the quorum requirements, of the Board of Directors.

Section 13. Organization. At each meeting of the Board of Directors, the President shall act as Chairperson thereof, or, in the case of the President's absence, the Vice President, or, in the case of the Vice President's absence, the Treasurer. If the Secretary is absent or unable to serve as Secretary of the Meeting, the Chairperson shall appoint an acting Secretary of the meeting.

Section 14. Voting. At all meetings of the Board of Directors, except as at the time otherwise expressly required by law, or by any other section hereof, all matters shall be decided by the vote of a majority of the Directors present at the meeting. The members of the Board of Directors shall act only as a Board and the individual members thereof shall have no power as such.

Section 15. Executive Session. The Board of Directors and any of its committees may meet in executive session on any matters for the discussion of which executive sessions are permitted by the Connecticut Freedom of Information Act, Conn. Gen. Stat. Chapter 14. Any actions taken, resolutions adopted, or contracts committed following an executive session shall be reported in the minutes of the related or subsequent meeting, and each Director's vote, if any, shall be included.

Section 16. Annual Reports. The Board of Directors shall present at each Annual Meeting of the members of the Partnership such reports as at the time may be required by law.

Section 17. Minutes of Meetings. The Secretary shall keep regular minutes of Board of Directors proceedings and such minutes shall be placed in the minute book for the Partnership at the Principal Office.

ARTICLE VI

COMMITTEES

Section 1. Executive Committee.

(a) Composition. There shall be an Executive Committee of the Board of Directors, the membership of which shall not exceed eight in number. Five of the members of the Executive Committee shall be the Partnership's President, Vice President, Treasurer and Secretary, and the Chair of the Finance and Administration Committee, ex officio. If the Mayor of the Town of Mansfield is not one of the five ex officio members of the Executive Committee, the Mayor shall be entitled to appoint one member of the Executive Committee (who may be the Mayor himself or herself) to serve at the pleasure of the Mayor. If the President of the University of Connecticut is not one of the five ex officio members of the Executive Committee, the President shall be entitled to appoint one member of the Executive Committee (who may be the President himself or herself) to serve at the pleasure of the President. There shall be one member-at-large, who shall be nominated by the President and approved by the Board of Directors. If at any time the foregoing provisions of this section do not fill all eight seats on the Executive Committee, any vacancy shall be filled by the Board of Directors.

(b) Powers. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board of Directors, other than the power to add to, amend or repeal these Bylaws or any other powers withheld from the Executive Committee by specific resolution of the Board of Directors; provided, however, that no action of the Executive Committee shall be effective if disapproved by the Board of Directors. The Executive Committee shall have the power to fill any vacancy in its own number, but any Director so chosen shall serve as a member of the Executive Committee only until the next meeting of the Board of Directors. The Executive Committee may establish its own rules of procedure, but shall meet at the request of the President or any three other members of the Executive Committee.

(c) Quorum; voting. At every meeting of the Executive Committee, the presence of not less than five of its members shall be necessary to constitute a quorum for the transaction of business. All matters coming before the Executive Committee shall be decided by the affirmative vote of a majority of Executive Committee members present (including by telephone as provided in Article V, Sec. 12).

Section 2. Standing Committees. The Partnership shall have at least six standing committees to be appointed by the Board of Directors, which shall be entitled Advertising and Promotion, Business Development and Retention, Finance and Administration, Membership Development, Planning and Design, and Nominating. All committees shall consist of not less than three members, and no more than twelve members, who shall be members of the Partnership but need not be members of the Board of Directors. The chairperson of each committee shall be a member of the Board of Directors and shall be responsible for directing and coordinating the affairs of the committee. The terms of the committees shall be for one year commencing at the time of the

annual membership meeting. The rules of procedure of such committees shall be determined from time to time by the respective committees. Any committee member may be removed by the Board of Directors in accordance with the procedures for removing one of the Directors in Article V, Section 7 hereof and all such committees shall be subject to these Bylaws, including provisions dealing with notice of meeting and voting thereof.

Section 3. Nominating Committee. There shall be a Nominating Committee consisting of a Chairperson and at least two other members appointed by the President with the approval of the Board of Directors. The Nominating Committee shall nominate candidates for Directors to be appointed by the Board pursuant to Article V, Sections 2 (student Director) or 8 (filling vacancies) and elected by the members pursuant to Article V, Section 2. A list of the Nominating Committee's nominees shall be provided to the membership along with the notice of the Annual Meeting. Other nominations for Director may be made at the time of the election of Directors at the Annual Meeting. The Nominating Committee's duties shall include the following, and such other duties as may be assigned to it by the Board of Directors:

- Recruit, evaluate and nominate candidates for membership in the Partnership's standing and special committees;
- Present nominees for committee membership to the Board of Directors for its review and approval
- Annual review and proposed updating of the Partnership's Bylaws.

Section 4. Other Committees. The Board of Directors may establish other committees, advisory boards, and councils, which shall have such powers and the members of which shall hold office for such periods as the Board of Directors from time to time may determine. Each committee, advisory board, and council shall consist of a Chairperson appointed by the President with the approval the Board of Directors and such other members as are appointed by the President upon consultation with said Chairperson. The rules of procedure of such committees, advisory boards, and councils shall be determined from time to time by the respective committees, advisory boards, and councils. Any such committee, advisory board, or council may be abolished if it is determined by a vote of the Board of Directors that it is no longer needed, but no individual member may be removed except in accordance with the procedures for removing one of the Directors in Article V, Section 7 hereof, and all such committees, advisory boards, and councils shall be subject to these Bylaws and shall follow the same provisions for the notice of meetings as those regarding the Board of Directors in Article V, Section 11 hereof.

Section 5. Meeting Notes of Meetings. The Secretary of each Committee shall keep regular meeting notes of the Committee proceedings and such meeting notes shall be placed in the Committee meeting notes book for the Partnership, at the Principal Office.

ARTICLE VII

OFFICERS

Section 1. Titles and Qualifications. The officers of the Partnership shall include a President, a

Vice President, a Secretary, and a Treasurer. The officers of the Partnership shall be Directors of the Board.

Section 2. Election of Officers. The officers of the Partnership shall be elected by the Directors of the Partnership at the meeting of the Board of Directors immediately following the Annual Meeting of the members of the Partnership. Upon the admission of a written petition signed by no less than five Directors, the elections of the officers shall be conducted by a secret ballot.

Section 3. Term of Office. The officers of the Partnership shall be elected for a one-year term or until their successors shall have been elected and shall qualify, or until such officer's death, resignation, or removal.

Section 4. Subordinate Officers. The President may appoint, with the approval of the Board of Directors, such other officers as the President may deem advisable, including one or more Assistant Secretaries and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as the President from time to time may determine. Subordinate officers must be members of the Board of Directors. The terms of Subordinate Officers shall not exceed the term of the President who appointed the subordinate officer.

Section 5. Resignations. Any officer may resign at any time by delivering a written resignation to the President. (If the President resigns, the resignation shall be given to the Secretary.) Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the President or, if the President resigns, Board of Directors.

Section 6. Removal. Any officer may be removed from such office by a two-thirds vote of the Directors at any regular or special meeting of the Board of Directors at which a quorum is present, for (1) violation of these Bylaws or (2) engaging in any other conduct prejudicial to the best interests of the Partnership. Such removal may occur only if the officer involved is first provided (1) with adequate notice of the charges against him or her in the form of a written statement of such charges and of the time and place of the meeting of the Board of Directors scheduled for the purpose of hearing or considering such action, sent by certified or registered mail to the last known address of such officer, or by delivery in person to the personal residence or place of business of such officer, and (2) an opportunity to appear before the Board of Directors or forward a written statement thereto in presentation of any defense of such charges, no sooner than thirty days after the sending of such notice. In these regards, the Board of Directors shall act on the basis of reasonable and consistent criteria, always with the objective of advancing the best interest of the Partnership.

Section 7. Vacancies. Any vacancy in an office may be filled for the unexpired portion of the term by the Board of Directors, or, in the case of subordinate officers, by the President or by any committee, officer, or agent to whom the power to fill such vacancy has been delegated pursuant to the provisions of Article VII, Section 4 hereof.

Section 8. President. The President of the Partnership shall have all powers and shall perform

all duties commonly incident to and vested in the office of president of a corporation, including but not limited to being the chief executive officer of the Partnership in the case of absence, or vacancy in the office, of the Partnership's Executive Director. The President shall have the following specific powers and duties:

(a) prepare the agenda for all regular and special meetings of the Directors and membership;
(b) present the annual report to the membership at the Annual Meeting;
(c) serve as the principal spokesperson and public representative of the Partnership;
(d) appoint such standing or special committees as may be required by these Bylaws or as he or she may find necessary;
(e) serve as chairperson of the Executive Committee;
(f) serve as member, ex officio, without vote, of all standing and special committees of the Partnership; and
(g) perform such other duties as the Board of Directors may from time to time assign.

Section 9. Vice President. The Vice President of the Partnership shall perform all duties incumbent upon the President during the absence or disability of the President and shall perform such other duties as the Board of Directors and the President may from time to time assign.

Section 10. Secretary. The Secretary shall:

(a) be the custodian of all records and documents of the Partnership;
(b) notify in writing all individuals, organizations, and businesses of their acceptance as members in the Partnership and shall record their membership in the records;
(c) keep a record which shall contain the names and addresses of the members and Directors of the Partnership and all committee, advisory board, and council members;
(d) keep the minutes of all regular and special meetings of the Board of Directors and membership;
(e) prepare and distribute notice of meetings and agenda;
(f) retain reports of all committees, advisory boards, and councils;
(g) file all reports required by State of Connecticut and federal regulations; and
(h) in general, perform all other duties, not inconsistent with these Bylaws, as are incident to the office of Secretary, or as may be determined by the Board of Directors or the President.

Section 11. Treasurer. The Treasurer shall have general responsibility for overseeing the financial affairs of the Partnership and, together with such other Director(s) or staff designated by the Board, for the selection and general oversight of employees and agents of the Partnership who shall:

(a) punctually and regularly maintain books of the Partnership providing a complete, correct and current account of the Partnership's finances;
(b) render a statement of account(s) to the Board of Directors at such times as may be requested; and
(c) exhibit the books of accounts of the Partnership and all securities, vouchers, papers, and documents of the Partnership to any member or designee of the Board of Directors upon request.

In addition, the Treasurer shall have such other powers and perform such other duties, not inconsistent with these Bylaws, as are incident to the office of Treasurer or as may be determined by the Board of Directors, to include:

(d) assuring that expenditures comply with the annual budget and appropriations as approved by the Board of Directors;
(e) obtaining an annual audit conducted by a certified public accountant;
(f) assuring that all reports and payments required by law are properly filed; and
(g) signing all checks and contracts on behalf of the Partnership.

Section 12. Bonding. The Board of Directors may require the Treasurer to provide a bond for the faithful discharge of the Treasurer's duties in such sum and form and with such surety as the Board of Directors may determine. The cost of such bond shall be borne by the Partnership.

ARTICLE VIII

EXECUTIVE DIRECTOR

At its discretion, the Board of Directors may hire an Executive Director to serve as the chief executive officer of the Partnership. The Board shall approve the Executive Director's job description, determine his or her compensation, and shall review his or her performance on an annual basis. The duties of the Executive Director shall include, but not be limited to managing all administrative operations; responsibility for the development, execution, and coordination of programs and project activities; and representing the Partnership regionally and nationally as appropriate.

ARTICLE IX

DEPOSITS, CHECKS, LOANS, CONTRACTS

Section 1. Deposit of Funds. All funds of the Partnership not otherwise employed shall be deposited in such banks, trust companies, or other depositories as the Board of Directors may determine.

Section 2. Checks. All checks, drafts, endorsements, notes, and evidences of indebtedness of the Partnership shall be signed by such officer or officers or agent or agents of the Partnership and in such manner as the Board of Directors may determine. Endorsements for deposits to the credit of the Partnership shall be made in such manner as the Board of Directors may determine.

Section 3. Loans. No loans or advances shall be contracted on behalf of the Partnership, and no note or other evidenced of indebtedness shall be issued in its name, unless and except upon the affirmative vote of two-thirds of the number of Directors then in office. Any such authorization may be general or confined to specific instances, and may include authorization to pledge, as security for loans or advances so authorized, any and all securities and other personal property at

any time held by the Partnership.

Section 4. Contracts. The President, or Vice President, or Treasurer, subject to the approval of the Board of Directors (or Executive Committee, if appropriate), may enter into any contract or execute and deliver any instrument in the name and on behalf of the Partnership. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Partnership, and such authorization may be general or confined to specific instances.

ARTICLE X

PURCHASE, SALE, MORTGAGE, OR LEASE OF REAL PROPERTY

No purchase, sale, mortgage, or lease of real property shall be made by the Partnership except upon the affirmative vote of two-thirds of the number of Directors then in office at a meeting the notice of which includes the proposed action.

ARTICLE XI

DIRECTORS AND OFFICERS COMPENSATION OR CONTRACTS

Section 1. Compensation. Directors and officers of the Partnership shall not receive any compensation whatsoever, including reimbursement for expenses, for their services in such office; provided they may be reimbursed for extraordinary expenses if two-thirds of the Directors then in office approve such reimbursement before the expense is incurred.

Section 2. Contracts. No Director or officer of the Partnership shall have any pecuniary interest, direct or indirect, in any contract relating to the responsibilities or operations of the Partnership unless: (a) the provisions of the Partnership's Conflict of Interest Policy attached hereto as Exhibit A, as well as the Town of Mansfield's Code of Ethics requirements have been met, and (b) such contract shall be authorized by a majority of the Board of Directors at a meeting at which the presence of such Director is not necessary to constitute a quorum and the vote of such Director is not necessary for such authorization, and (c) the fact and nature of such proposed interest shall have been fully disclosed or known to the members of the Board of Directors present at the meeting at which such contract is authorized, and (d) legal counsel to the Partnership shall have determined that any such proposed interest shall not violate any law or the terms of the Certificate of Incorporation of the Partnership.

Section 3. Conflict of Interest. All members of the Board of Directors must upon election to the Board sign the acknowledgment and compliance form agreeing to the established Conflict of Interest Policy of the Partnership as set forth in Exhibit A of these Bylaws. Failure to comply with the policy shall be grounds for removal from the Board of Directors.

ARTICLE XII

INDEMNIFICATION

Section 1. General. The Partnership shall be authorized to indemnify each member of the Board of Directors as described in Article V hereof, and each of its officers, as described in Article VII hereof, for the defense of civil or criminal actions or proceedings as hereinafter provided and notwithstanding any provision in these Bylaws, in a manner and to the extent permitted by applicable law.

Section 2. Coverage. The Partnership shall indemnify each of its Directors and officers, as aforesaid, from and against any and all judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred or imposed as a result of such action or proceeding or any appeal therein, imposed upon or asserted against him or her by reason of being or having been such a trustee or officer and acting within the scope of his or her official duties, but only when the determination shall have been made judicially or in the same manner herein provided that he or she acted in good faith for a purpose which he or she reasonably believed to be in the best interest of the Partnership and, in the case of a criminal action or proceeding, in addition, had no reasonable cause to believe that his or her conduct was unlawful. This indemnification shall be made only if the Partnership shall be advised by its Board of Directors acting (1) by a quorum consisting of Directors who are not parties to such action or proceeding upon a finding that, or (2) if such quorum is not obtainable with due diligence, upon the opinion in writing of legal counsel that, the Director or officer has met the foregoing applicable standard of conduct. If the foregoing determination is to be made by the Board of Directors, it may rely, as to all questions of law, on the advice of the Partnership's general or special legal counsel.

Section 3. Every reference herein to a member of the Board of Directors or officer of the Partnership shall include every Director and officer thereof and former Director and officer thereof. This indemnification shall apply to all the judgments, fines, amounts in settlement, and reasonable expenses described above whenever arising, allowable as above stated. The right of indemnification herein provided shall be in addition to any and all rights to which any Director or officer of the Partnership might otherwise be entitled and provisions hereof shall neither impair nor adversely affect such rights.

Section 4. Without the foregoing, the directors, officers, and agents of the corporation shall be indemnified by the corporation to the greatest extent permitted by applicable law, including but not limited to the benefits of Section 33-1116 to 33-1124, inclusive of the Connecticut General Statutes and Section 52-557m of the Connecticut General Statutes as amended.

ARTICLE XIII

PRACTICE

Roberts Rules of Order, as revised, shall determine all questions or order and procedure for any meeting of the Partnership, or Directors, or any committee, advisory board, or council.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Partnership shall, for all purposes, commence on July 1st and terminate on June 30th.

ARTICLE XV

LIMITATION OF ACTIVITIES

The Partnership is organized and operated exclusively for not-for-profit purposes within the meaning of sections 170(c)(2)(B), 501 (c)(3), 2055(a)(2), and 2522(a)(2) of the Internal Revenue Code of 1986. No substantial part of the activities of the Partnership shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Partnership shall be empowered to make the election authorized under section 501(h) of the Internal Revenue Code of 1986. The Partnership shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision herein, the Partnership shall not carry on any activities not permitted to be carried on:
(a) by an organization exempt from federal income taxation under section 501(a) of the Internal Revenue Code of 1986 as an organization described in section 501(c)(3) of such Code;
(b) by an organization described in section 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 (as the case may be); and/or
(c) by an organization, contributions to which are deductible under sections 170(c) (2), 2055(a)(2), or 2522(a)(2) of the Internal Revenue Code of 1986.

The Partnership shall use its funds only to accomplish the objectives and purposes specified in these Bylaws, and no part of the net earnings of the Partnership shall inure to the benefit of or be distributed to its Directors, officers, or other private individuals, or other organizations organized and operating for profit, except that the Partnership is authorized and empowered to pay reasonable compensation for services rendered.

ARTICLE XVI

DISSOLUTION

On dissolution or final liquidation, the Board of Directors of the Partnership shall, after paying or making provision for the payment of all the lawful debts and liabilities of the Partnership, distribute all the assets of the Partnership to one or more of the following categories of recipients as the Board of Directors of the Partnership shall determine:

(a) a not-for-profit organization or organizations which may have been created to succeed the Partnership, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an

organization exempt from federal income taxation under section 501(a) of such Code as an organization described in sections 170(c)(2) and 501(c)(3) of such Code; and/or
(b) a not-for-profit organization or organizations having similar aims and objectives as the Partnership and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in sections 170(c)(2) and 501(c)(3) of such Code.

ARTICLE XVII

AMENDMENTS OF BYLAWS

These Bylaws may be amended by a two-thirds vote at any meeting of the full Board of Directors of the Partnership then in office. An amendment to be proposed at a Board of Directors meeting shall be mailed to each Director at least fourteen days prior to the date of the meeting. Notwithstanding the foregoing, an amendment to these Bylaws so approved by the Board of Directors shall not become effective until it is ratified by a majority vote of the eligible members of the Partnership present at an annual or special meeting. A written notice and a copy of the Board of Directors approved amendment must be mailed to each member of the Partnership at least forty-five days in advance of the meeting held to amend these Bylaws. Notwithstanding the foregoing, twenty members of the Partnership may propose an amendment to these Bylaws at the Annual Meeting if they provide a written notice and copy of said proposal to each member of the Partnership at least forty-five days in advance of said Annual Meeting. Such amendment may be approved by a majority vote of the eligible members of the Partnership at the annual or special meeting.

EXHIBIT A

MANSFIELD DOWNTOWN PARTNERSHIP, INC.
CONFLICT OF INTEREST POLICY

1. A conflict of interest may exist if a member of the Partnership's Board of Directors or of any Partnership committee, or a member of his/her immediate family, has a relationship with another person who, or organization which, does or seeks to do business with the Partnership as a developer, contractor, vendor, or otherwise; or who or which reasonably could benefit in a way different from general public benefit from a decision of, or from an action taken by, the Partnership. Partnership Board and committee members shall disclose all activities that might be reasonably seen as conflicts of interest within the meaning of the preceding sentence whenever a possible conflict appears, and annually thereafter so long as the facts creating the possible conflict exist.

In order that each decision of the Partnership's Board and committees shall be the decision only of Board or committee members who are free of conflicts of interest pertinent to the decision, the following procedures shall be followed:

a. Every Partnership Board or committee member, immediately upon identifying a possible conflict or having the same called to his/her attention, shall disclose to the Board or the committee, as the case may be, having responsibility for making the decision at hand all essential facts pertaining to the possible conflict. (Such disclosure shall not, per se, constitute an admission that a conflict exists.)

b. Unless the remaining Board or committee members, by vote recorded in the minutes of the meeting in which the vote occurs, unanimously determine that a conflict of interest does not exist, the subject Board or committee member shall avoid any attempt to influence other Board or committee members, or Partnership employees, directly or indirectly, with regard to the matter at hand and shall not participate in the discussion and vote on the matter.

c. Whenever the Partnership, by its Board or any committee, officer or employee, is overseeing the construction or improvement of any Town of Mansfield facility, or otherwise acting as municipal development agency for the Town of Mansfield, each Board or committee member, officer and employee shall comply with the Town of Mansfield Code of Ethics (Mansfield Code Ch. 25), as amended from time to time.

d. Failure to comply with the above policy shall be grounds for removal from office.

2. Every Partnership decision to enter into any contract shall be presumed to be free of influence of any conflict of interest, i.e., proper and fair to the Partnership and the public interest, if it is made in the ordinary course of business on terms no less favorable to the Partnership than those offered by the contractor(s) to third parties.