

ARTICLES OF ORGANIZATION
of
COMMUNITY MARKET COOPERATIVE

The undersigned Organizer of a cooperative organized under the Iowa Cooperative Associations Act, Chapter 501A, Code of Iowa, does hereby adopt the following Articles of Organization for such cooperative.

ARTICLE I

Name

The name of this cooperative is Community Market Cooperative (the “Cooperative”).

ARTICLE II

Purposes

The Cooperative is organized under Chapter 501A of the Code of Iowa for the purpose of purchasing food and other products for sale to the Cooperative’s members (“Patron Members”) and to non-members subject to the limitations set forth in the Cooperative’s Bylaws and the limitations provided by law; and to engage in any cooperative activity connection with any of said purposes; and to do all other acts, not contrary to the laws of the State of Iowa, as shall be convenient or necessary to the proper carrying out of the purposes herein stated. The Cooperative shall have the power to engage in and do any act concerning any business activity permitted under Chapter 501A of the Code of Iowa, including all business activities permitted pursuant to any subsequent amendments to Chapter 501A, and not specifically prohibited by these Articles of Incorporation.

ARTICLE III

Organizer

The name and address the organizer of the Cooperative is:

Adam Doll
115 E Lincolnway, Suite 200
Jefferson, IA 50129

ARTICLE IV

Duration

The duration of the Cooperative shall be perpetual.

ARTICLE V
Registered Office & Registered Agent

The registered agent and registered office of the Cooperative is:

Missouri & Mississippi Divide Resource Conservation & Development, Inc.
1917 N US Hwy, Suite 3
Carroll, IA 51401-3355

ARTICLE VI
Bylaws

The manner in which the Cooperative conducts its business and affairs, the rights and obligations of its members, and the duties and authority required by and provided for in the Iowa Cooperative Associations Act or these Articles of Organization, shall be set forth in the Bylaws adopted by the initial members of the Cooperative. The Bylaws may be amended from time to time in accordance with provisions contained therein.

ARTICLE VII
Indemnification

A director, officer, employee or member of the Cooperative is not liable for the Cooperative's debts or obligations, and a director, officer, member, or other volunteer is not personally liable in that capacity, for a claim based upon any action taken, or any failure to take action in the discharge of the person's duties, except for the financial benefit received by the person to which the person is not entitled, an intentional infliction of harm to the Cooperative or its members or patrons, or an intentional violation of criminal law.

ARTICLE VIII
Non-Patron Investment Authorized

The Cooperative is hereby authorized to accept non-patron member ("Non-Patron Investor") investments in the Cooperative. The Non-Patron Investor shall have rights as described in the Cooperative's Bylaws.

ARTICLE IX
Amendments

Amendments to these Articles of Incorporation, unless otherwise specifically provided in the Articles, may be made at any annual or special meeting by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the voting rights present or represented by ballot and having voting privileges, provided, that a copy of the proposed amendment or summary thereof and notice of the time and place of meeting shall have been mailed or delivered in person to each Patron Member and Non-Patron Investor at least ten (10) days prior to such meeting.

IN WITNESS WHEREOF, the aforesaid organizer has caused the execution of the foregoing Articles of Organization on this ____ day of _____, 2007.

Adam Doll, Organizer of Community
Market Cooperative

STATE OF IOWA)
) ss:
COUNTY OF GREENE)

On this ____ day of _____, 2007, before me, the undersigned, a notary public in and for said county and state, personally appeared Adam Doll, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(Seal)

_____, Notary Public
My commission expires: