

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC

A KANSAS MANAGER-MANAGED LIMITED LIABILITY COMPANY

Effective Date: [REDACTED] day of [REDACTED], 20[REDACTED]

ARTICLE I — FORMATION AND ORGANIZATION

1.01 Formation

This LLC was formed by filing Articles of Organization (Form DL) with the Kansas Secretary of State pursuant to the Kansas Revised Limited Liability Company Act (K.S.A. 17-76 et seq.). Under K.S.A. 17-7673(c), an operating agreement "shall be entered into or otherwise existing" before, after, or at the time of filing. This written Agreement satisfies that requirement. This Agreement is not filed with the Kansas Secretary of State.

Filing Date: [REDACTED] day of [REDACTED], 20[REDACTED]

1.02 Name

LLC Name: [REDACTED]

The LLC name must match the Articles of Organization (Form DL) exactly.

1.03 Resident Agent and Registered Office

Kansas uses the terms 'resident agent' (K.S.A. 17-7925) and 'registered office' (K.S.A. 17-7924). The registered office must have a physical Kansas street address; a P.O. box alone is not sufficient.

Resident Agent: [REDACTED]

Registered Office Address (physical Kansas street address):

[REDACTED]

1.04 Business Purpose

Specific Purpose (if any): [REDACTED]

The LLC may engage in any lawful business activity under the Kansas Revised Limited Liability Company Act and all other applicable law.

1.05 Duration

Perpetual, unless dissolved per this Agreement or pursuant to K.S.A. 17-76,116.

1.06 Principal Office

Principal Office Address:

[Empty text box for Principal Office Address]

ARTICLE II — MEMBERS

2.01 Members and Ownership

Member Name	Address	Contribution (\$)	% Interest
[Empty]	[Empty]	[Empty]	[Empty]
[Empty]	[Empty]	[Empty]	[Empty]
[Empty]	[Empty]	[Empty]	[Empty]

*(Attach additional pages as needed for LLCs with more than 4 members)

2.02 Non-Liability

No Member is personally liable for Company debts or obligations pursuant to the Kansas Revised Limited Liability Company Act.

2.03 Member Voting on Reserved Matters

Members vote on matters reserved under Article V, Section 5.04. Under K.S.A. 17-7687, voting may be per-capita, by financial interest, by class, or on any other basis specified in this Agreement.

2.04 Resignation Lock — K.S.A. 17-76,106

Under K.S.A. 17-76,106 (applicable to LLCs formed after June 30, 2014), a Member may NOT resign before dissolution and winding up unless this Agreement expressly permits it. See Article IX for resignation procedures.

2.05 Members' Meetings

Days' written notice required to call a meeting: [Empty box]

Any Member or the Manager may call a meeting. Written minutes kept in records.

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions

As listed in Section 2.01 and Exhibit 1. Under K.S.A. 17-76,101, Kansas defaults allocate profits and losses by the agreed value of contributions shown in LLC records — not by an equal

per-capita split. The agreed value of each Member's contribution determines the default allocation baseline.

Contributions due on or by: day of , 20

3.02 Additional Contributions

May be required by:

Majority by profits interest All Members' unanimous consent

3.03 Failure to Contribute

Remaining Members may by unanimous consent:

(a) Reschedule payment:

Late penalty (\$):

Interest rate: % per annum

(b) Adjust membership interest proportionally;

(c) Cancel the delinquent Member's membership (with refund of prior payments).

3.04 No Interest on Capital

No interest shall be paid on capital contributions.

3.05 Capital Accounts

Maintained per IRC regulations. Each Member's capital account reflects their agreed-value contributions, adjusted for profits, losses, and distributions, consistent with K.S.A. 17-76,101 and K.S.A. 17-76,102.

3.06 Withdrawal Restrictions

No withdrawal of capital except with written consent of all Members.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Allocation — Override of K.S.A. 17-76,101 Agreed-Value Default

Kansas defaults under K.S.A. 17-76,101 allocate profits and losses by the agreed value of each member's contributions shown in LLC records. This Agreement overrides that default: profits, losses, income, gain, deduction, and credit are allocated per each Member's PERCENTAGE INTEREST as listed in Section 2.01. No priority or preference among Members.

4.02 Distributions

Per percentage interest, at times determined by the Manager, subject to:

Majority by profits interest Unanimous consent

Kansas defaults under K.S.A. 17-76,102 use the same agreed-value contribution formula for distributions. This Agreement overrides that default and ties distributions to each Member's percentage interest. Distributions shall not render the Company unable to pay its debts as they come due in the ordinary course of business.

Distribution Schedule:

4.03 Tax Distribution

The Company shall distribute to each Member an amount sufficient to cover their estimated federal and state income tax liability on allocated Company income each year.

4.04 Tax Classification — K.S.A. 17-76,138

Kansas uses the federal tax classification for limited liability companies under K.S.A. 17-76,138. The Company shall be treated as a partnership for federal income tax purposes unless the Members elect otherwise:

Partnership (default) S-Corporation (IRS Form 2553; Kansas Form K-120EL)

Other classification (specify):

4.05 Tax Year

Calendar year Fiscal year ending:

Fiscal year end date (if selected):

4.06 Tax Matters Partner

Name:

4.07 Annual Returns

Copies of all returns and Schedule K-1 forms provided to each Member within 60 days of tax year end.

4.08 Bank Accounts

Designated Member(s) authorized for banking:

Company funds shall NOT be commingled with personal funds of any Member.

4.09 Title to Assets

All property shall be held in the Company's name, not individual Members' names.

ARTICLE V — MANAGEMENT (MANAGER-MANAGED)

5.01 Manager-Managed Designation — K.S.A. 17-7693

Pursuant to K.S.A. 17-7693, if this Operating Agreement provides for management by one or more managers, management is vested in the manager(s) to that extent. Members who are not Managers do NOT participate in daily management and have NO authority to bind the Company except as provided in Section 5.04. IMPORTANT: the Kansas Articles of Organization (Form DL) do not publicly record whether an LLC is manager-managed; this election lives entirely inside this Agreement. Under K.S.A. 17-7693, each manager's responsibilities are as provided here.

5.02 Appointment of Manager(s)

Manager Name	Address	Status
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Member
		<input type="checkbox"/> Non-Member
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Member
		<input type="checkbox"/> Non-Member

5.03 Manager Authority — K.S.A. 17-7693

The Manager's offices and responsibilities are as defined by this Agreement. The Manager has exclusive authority to:

- (a) Manage day-to-day operations and affairs of the Company;
- (b) Bind the Company in contracts and agreements;
- (c) Execute contracts, leases, checks, drafts, notes, and instruments;
- (d) Hire and terminate employees, consultants, and contractors;
- (e) Open and manage bank accounts; Company funds shall not be commingled with personal funds;
- (f) Acquire, sell, lease, or manage Company assets;
- (g) Borrow money and grant security interests in Company assets;
- (h) Settle claims and compromise debts on behalf of the Company; and
- (i) Take any other action necessary to carry out the Company's purposes.

5.04 Reserved Powers (Require Member Approval)

The following require:

- Majority by profits interest All Members' unanimous consent

Actions subject to member approval:

- Sale or disposition of all or substantially all Company assets
- Merger, conversion, or domestication
- Amendment of this Operating Agreement (K.S.A. 17-7687)
- Admission of new Members (K.S.A. 17-7686 — all consent if OA silent)
- Voluntary dissolution (see also 2/3 default, K.S.A. 17-76,116)
- Filing for bankruptcy
- Changing the Company's tax classification (K.S.A. 17-76,138)
- Acts outside the ordinary course of business
- Transactions between Company and a Manager or Member

Incurring debt or liability exceeding (\$):

Other reserved powers (specify):

5.05 Manager Compensation

No compensation

Compensation amount and period (if any):

Reimbursement for reasonable out-of-pocket expenses.

5.06 Removal of Manager

The Manager may be removed by:

Majority by profits interest of Members All Members' unanimous consent

5.07 Resignation of Manager

Days' written notice to all Members required:

5.08 Vacancy

Replacement Manager appointed by:

Majority by profits interest of Members All Members' unanimous consent

Days to appoint replacement Manager:

If no replacement is appointed, the LLC shall be managed by Members.

5.09 Multiple Managers

If more than one Manager is appointed, decisions shall be made by:

Majority vote of Managers Unanimous vote of Managers

Chief Executive Manager (if applicable):

5.10 Officers (Optional) — K.S.A. 17-7693

President:
Secretary:
Treasurer:

ARTICLE VI — MANAGER LIABILITY, FIDUCIARY DUTIES, AND INDEMNIFICATION

6.01 Manager Not Personally Liable

The Manager is not personally liable for Company obligations solely by reason of being a Manager pursuant to the Kansas Revised Limited Liability Company Act.

6.02 Fiduciary Duties — K.S.A. 17-76,134

Kansas is one of the most contractarian LLC states. K.S.A. 17-76,134 allows this Agreement to expand, restrict, or eliminate duties including fiduciary duties. The Manager's duty framework is as follows:

- (a) Duty of Care: Act with the care and diligence of a person in a like position who would reasonably believe the conduct is in the best interests of the Company.
- (b) Duty of Loyalty: Act in good faith in the Company's best interests. The Manager shall not compete with the Company, self-deal, or usurp opportunities, except as authorized by the Members in writing.

The hard limit: this Agreement cannot eliminate the implied covenant of good faith and fair dealing (Davis v. Winning Streak Sports, LLC, Kan. Ct. App. 2013).

Duty of loyalty confirmed — no modification Duty of loyalty restricted as specified below:

Restriction (if any):

6.03 Exculpation

No liability for good-faith acts unless bad-faith violation of the implied covenant of good faith and fair dealing.

6.04 Indemnification — K.S.A. 17-7670

Under K.S.A. 17-7670 (as clarified by 2025 HB 2371 / Chapter 95), the Company shall indemnify the Manager for judgments, settlements, penalties, fines, and legal expenses, except for bad-faith violations of the implied covenant. The Company may advance defense costs upon the Manager's undertaking to repay if not entitled to indemnification.

ARTICLE VIII — BOOKS AND RECORDS

8.01 Records Location

Address:

8.02 Required Records

Articles of Organization (Form DL); this Agreement and all amendments; federal and state tax returns (3 years); financial statements (3 years); membership register; meeting minutes.

8.03 Business Entity Information Report — K.S.A. 17-76,139

The Company shall file a Business Entity Information Report (Form ILC) biennially by April 15 of the applicable year. Online fee: \$90; paper: \$110. Kansas switched to biennial filing effective January 1, 2024. A three-month grace period applies before forfeiture; after forfeiture, reinstatement fees apply and many other filings are blocked.

ARTICLE IX — TRANSFER AND WITHDRAWAL

9.01 Withdrawal — Resignation Lock

IMPORTANT: Under K.S.A. 17-76,106 (applicable to LLCs formed after June 30, 2014), a Member may NOT resign before dissolution and winding up unless this Agreement expressly provides otherwise. A Member may resign only at the time or upon events specified below:

Permitted resignation event(s):

Written notice required — days before effective date:

9.02 Transfer of Economic Interest

A Member may transfer their economic interest (the right to receive distributions) without other Members' approval. The transferee does not acquire voting rights, management authority, or access to company records.

9.03 Assignee Admission — K.S.A. 17-76,114

Under K.S.A. 17-76,114, an assignee becomes a full member only with ALL non-transferring Members' consent, unless this Agreement provides otherwise.

Consent of all non-transferring Members required (default) Consent of majority by profits interest sufficient

9.04 Right of First Refusal

A selling Member must first offer the interest to other Members in writing.

Days for other Members to accept ROFR offer:

Purchase price determined by:

Agreed value of contributions (K.S.A. 17-76,101 default) Fair market value by independent appraiser

Other price method (if selected):

9.05 Charging Order — K.S.A. 17-76,113

Per K.S.A. 17-76,113, a charging order is the EXCLUSIVE remedy for a judgment creditor of any member's interest, whether the LLC has one or more members (Meyer v. Christie, D. Kan.). A creditor with a charging order has only the rights of an assignee of the member's distributional interest.

ARTICLE X — DISSOLUTION

10.01 Voluntary Dissolution — Two-Thirds Default

IMPORTANT: Under K.S.A. 17-76,116, members owning two-thirds or more of the then-current profits interest can vote to dissolve the LLC by default — even over objection of other members. This Agreement overrides that default as follows. Dissolution requires:

Two-thirds of profits interest (K.S.A. default) Majority by profits interest Unanimous consent of a

10.02 Judicial and Involuntary Dissolution — K.S.A. 17-76,117

Under K.S.A. 17-76,117, Kansas district courts have authority to dissolve the LLC on petition by members holding at least 25% of the outstanding interests in capital or profits and losses, or by the Kansas Attorney General, when the LLC's purpose has been frustrated. This right cannot be eliminated by this Agreement.

10.03 Additional Dissolution Triggers

- (a) Written agreement of all Members to dissolve;
- (b) Administrative forfeiture by the Kansas Secretary of State for failure to file the Business Entity Information Report; or
- (c) Any other event specified in this Agreement or the Articles of Organization.

10.04 Continuation Vote

Upon any Member's departure, remaining Members may vote within _____ days to continue the Company.

Days for remaining Members to vote to continue:

10.05 Winding Up

Liquidator (or as designated by majority profits interest):

Order of distribution: (1) Pay all creditors; (2) Allocate remaining income/loss to capital accounts by agreed-value contributions; (3) Distribute per positive capital account balances.

ARTICLE X — DISPUTE RESOLUTION

10.01 Mediation

All disputes arising under this Agreement shall first be submitted to mediation before any other proceeding. Under K.S.A. 17-7672, Kansas district courts have jurisdiction to interpret, apply, or enforce this Agreement.

Mediator: Mutually agreed by parties Mediator: Court-appointed

10.02 Arbitration

If mediation fails, binding arbitration per AAA rules. All parties share initial costs equally. Prevailing party awarded attorney fees and expenses.

10.03 Binding

All arbitration decisions are final and binding.

ARTICLE XI — GENERAL PROVISIONS

11.01 Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Kansas, including the Kansas Revised Limited Liability Company Act (K.S.A. 17-76 et seq.), as amended by 2025 HB 2371 / Chapter 95. Under K.S.A. 17-7672, any action to interpret, apply, or enforce this Agreement may be brought in a Kansas district court.

11.02 Freedom of Contract — K.S.A. 17-76,134

Kansas gives maximum effect to freedom of contract. This Agreement may expand, restrict, or eliminate duties including fiduciary duties, subject to one hard limit: the Agreement cannot eliminate the implied covenant of good faith and fair dealing, and cannot eliminate liability for bad-faith violations of that covenant.

11.03 Amendment — K.S.A. 17-7687

Written amendment signed by all Members and Manager(s). Under K.S.A. 17-7687, the operating agreement may authorize amendments by member vote, manager action, or without member approval if specified herein.

11.04 Venue

County: [] , Kansas.

11.05 Severability

If any provision is held invalid, it shall be severed; the remainder shall continue in full force.

11.06 Entire Agreement

This Agreement, the Articles of Organization (Form DL), and all exhibits hereto constitute the complete agreement.

11.07 No Filing Required

This Agreement shall not be filed with the Kansas Secretary of State. No notarization is required. Keep signed copies with Company records.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the Manager(s) and Members of the Company have executed this Operating Agreement as of the date first written above.

MANAGER(S)

Date — Manager 1: [] day of [] , 20[]

Signature — Manager 1: []

Printed Name — Manager 1: []

Manager Type: Member-Manager Non-Member Manager

Date — Manager 2: [] day of [] , 20[]

Signature — Manager 2: []

Printed Name — Manager 2: []

Manager Type: Member-Manager Non-Member Manager

MEMBERS

Date — Member 1: [] day of [] , 20[]

Signature — Member 1: []

Printed Name — Member 1: []

Percentage Interest — Member 1: [] %

Date — Member 2: day of , 20

Signature — Member 2:

Printed Name — Member 2:

Percentage Interest — Member 2: %

Date — Member 3: day of , 20

Signature — Member 3:

Printed Name — Member 3:

Percentage Interest — Member 3: %

[Attach additional signature pages as needed]

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

This Exhibit is attached to the Operating Agreement for (LLC Name):

Kansas Manager-Managed Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

LEGAL DISCLAIMER

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This template is customized with Kansas-specific statute references under the Kansas Revised Limited Liability Company Act (K.S.A. 17-76 et seq.), including 2025 amendments under HB 2371 / Chapter 95. It may not address all legal requirements specific to your LLC or situation.

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Your Kansas LLC Resources:

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