

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC
**A KANSAS MULTI-MEMBER LIMITED LIABILITY COMPANY
(MEMBER-MANAGED)**

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:

ARTICLE II — MEMBERS

2.01 Members and Ownership

Member Name	Address	Contribution (\$)	% Interest
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

2.02 Non-Liability

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

2.03 Compensation

Members are not compensated solely for being Members. Members may be compensated as employees, officers, or independent contractors by separate written agreement.

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

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 permits it. See Article IX for resignation procedures.

2.05 Other Business Activities

Each Member agrees not to engage in competing business activity that would materially diminish their ability to perform obligations to the Company.

Non-Compete Terms (if any):

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

Distributed per percentage interest, as decided by:

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 (MEMBER-MANAGED)

5.01 Management by Members — K.S.A. 17-7693

Pursuant to K.S.A. 17-7693, this Company is member-managed. Under K.S.A. 17-7693, management authority tracks each member's then-current profits interest, and members owning more than 50% of profits interest control by default. IMPORTANT: the Kansas Articles of Organization (Form DL) do not publicly record whether an LLC is member-managed or manager-managed; this election lives entirely inside this Operating Agreement.

5.02 Voting — K.S.A. 17-7687

Kansas offers broad flexibility under K.S.A. 17-7687. Voting may be per-capita, by financial interest, by class, by group, or on any other basis in this Agreement. This Agreement specifies: routine business decisions require majority by percentage interest (exceeding 50% of total membership interests). Custom voting classes or non-voting interests may be added by written amendment.

5.03 Actions Requiring All Members' Consent

The following require ALL Members' written consent (or a higher threshold set below):

- Amending this Operating Agreement (K.S.A. 17-7687)
- Admitting a new Member (K.S.A. 17-7686)
- Approving any assignee as a full member (K.S.A. 17-76,114)
- Filing for bankruptcy
- Dissolution of the Company (unless two-thirds default applies below)
- Sale or disposition of substantially all Company assets
- Merger, conversion, or domestication

Other unanimous consent items (specify):

5.04 Two-Thirds Dissolution Override

Kansas default under K.S.A. 17-76,116: members owning two-thirds or more of the current profits interest can dissolve the LLC. This Agreement:

- Retains the two-thirds default (K.S.A. 17-76,116) Requires unanimous consent to dissolve (see Art. X)

5.05 Deadlock Prevention

If Members holding equal profits interests deadlock, Kansas provides no statutory tiebreaker beyond K.S.A. 17-76,117 (judicial dissolution by 25%+ holders). Members shall submit deadlocked disputes to mediation before seeking judicial dissolution.

Mediator selection method:

5.06 Members' Meetings

Days' written notice required:

Quorum: Members holding % or more of total profits interest.

Meeting frequency:

Annual As needed Other:

Other frequency:

Written minutes of all meetings shall be kept in Company records.

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

Under K.S.A. 17-7693, each officer's responsibilities are as provided in this Operating Agreement:

President:

Secretary:

Treasurer:

Officers serve at the pleasure of the Members.

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

Kansas gives maximum effect to freedom of contract under K.S.A. 17-76,134, allowing this Agreement to expand, restrict, or eliminate fiduciary duties. The one 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). The duty of loyalty and duty of care apply to all Members in a member-managed LLC unless this Agreement modifies them.

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

Duty of loyalty restriction (if any):

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Non-Liability

No Member is personally liable for Company obligations pursuant to the Kansas Revised

Limited Liability Company Act.

6.02 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.).

6.03 Indemnification — K.S.A. 17-7670

Under K.S.A. 17-7670 (as clarified by 2025 HB 2371 / Chapter 95), the Company shall indemnify Members, officers, agents, and employees for judgments, settlements, penalties, fines, and legal expenses arising from their roles, except for bad-faith violations of the implied covenant of good faith and fair dealing.

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 all

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, actions to interpret, apply, or enforce this Agreement may be brought in a Kansas district court.

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. Under K.S.A. 17-7687, the operating agreement may authorize amendments by member vote, manager action, or without member approval if specified here.

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 Members of the Company have executed this Operating Agreement as of the date first written above.

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 Multi-Member Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

LEGAL DISCLAIMER

This Operating Agreement template is provided by Boost Suite (boostsuite.com) for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as a substitute for consultation with a licensed attorney.

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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→ <https://boostsuite.com/how-to-start-an-llc/kansas/>

→ <https://boostsuite.com/how-to-start-an-llc/cost/kansas/>

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