

**OPERATING AGREEMENT
FOR**

[REDACTED], LLC

A KANSAS SINGLE-MEMBER LIMITED LIABILITY COMPANY

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

ARTICLE I — COMPANY FORMATION

1.01 Formation

The Member formed a Limited Liability Company (the "Company") 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 the Articles of Organization. This written Agreement satisfies that statutory requirement. This Agreement is not filed with the Kansas Secretary of State.

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

1.02 Company Name

LLC Name: [REDACTED]

The LLC name must match the Articles of Organization (Form DL) exactly. Run a Kansas business search to confirm availability before filing.

1.03 Resident Agent and Registered Office

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

Resident Agent Name: [REDACTED]

Registered Office Address (physical Kansas street address):

[REDACTED]

1.04 Term

The Company continues perpetually unless dissolved under this Agreement or pursuant to K.S.A. 17-76,116.

1.05 Business Purpose

The Company may engage in any lawful business activity permitted under the Kansas Revised

Limited Liability Company Act and all applicable law.

1.06 Principal Place of Business

Principal Office Address:

1.07 Written Agreement — Why It Matters

K.S.A. 17-7663(m) recognizes written, oral, or implied operating agreements, and exempts them from the statute of frauds. A one-person operating agreement is expressly enforceable under K.S.A. 17-7663(m). However, a written agreement provides the strongest evidence in Kansas district courts and enables the liability protection examined in *Bates v. Flemming*. Under K.S.A. 17-76,134, Kansas courts give maximum effect to freedom of contract when interpreting this Agreement.

ARTICLE II — THE MEMBER

2.01 Member Information

Member Name:

Member Address:

Ownership Interest: 100%

2.02 Single-Member Validity

K.S.A. 17-7663(m) expressly states that a one-person operating agreement is not unenforceable simply because only one person is a party. The Member's execution of this Agreement, combined with documented capital contributions and distribution records, strengthens the Company's limited liability protection and the charging-order shield under K.S.A. 17-76,113.

2.03 Admission of Additional Members

Under K.S.A. 17-7686, if this Agreement does not provide admission rules, consent of all members is required. New members may be admitted only by written amendment signed by the Member.

Amendment Date (if applicable):

2.04 Resignation Lock

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

Permitted resignation event (if any):

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions

The Member's initial contribution is described in Exhibit 1. Kansas defaults under K.S.A. 17-76,101 allocate profits and losses by the agreed value of contributions shown in LLC records. Total Initial Contribution: \$

3.02 Agreed Value of Contributions

The agreed value of the Member's contribution stated in Section 3.01 is the basis for profit and distribution allocation under Article IV, consistent with K.S.A. 17-76,101 and K.S.A. 17-76,102.

3.03 Additional Contributions

Any additional contribution shall be documented in writing.

Additional Contribution Terms:

3.04 Capital Account

The Member's capital account shall be maintained per Treasury Regulation § 1.704-1(b)(2)(iv), tracking contributions, distributions, and allocated profits or losses.

3.05 Withdrawal of Capital

Capital may be withdrawn only through distributions pursuant to Article IV or upon dissolution pursuant to Article X.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Profits and Losses

Profits and losses shall be determined annually and allocated entirely to the Member per Treasury Regulation § 1.704-1. Kansas defaults under K.S.A. 17-76,101 allocate profits and losses by the agreed value of capital contributions shown in LLC records. For a single-member LLC, 100% allocates to the Member.

4.02 Distributions

Distributions shall be made in cash unless the Member elects otherwise. Kansas defaults under K.S.A. 17-76,102 apply the same contribution-value formula to distributions. For a single-member LLC, 100% distributes to the Member. Distributions shall not render the Company unable to pay its debts as they come due in the ordinary course of business.

Distribution Schedule / Notes:

4.03 In-Kind Distributions

In-kind distributions are permitted if fair market value is determined before distribution and the capital account is adjusted accordingly.

4.04 Withholdings

The Company may withhold amounts required by federal, state, or local law. Withheld amounts shall be treated as distributed to the Member.

4.05 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 is a disregarded entity (sole proprietorship) for federal income tax purposes. The Member may elect an alternative classification:

S-Corporation (IRS Form 2553; Kansas Form K-120EL within 60 days of formation) C-Corporation (IF

Tax Election (if changed):

4.06 Liquidation Distributions

Upon dissolution, liquidation distributions shall follow the Member's positive capital account balance per Treasury Regulation § 1.704-1(b)(2)(iv) after satisfaction of all Company debts and obligations.

ARTICLE V — MANAGEMENT

5.01 Member-Managed Structure

Pursuant to K.S.A. 17-7693, this Company is member-managed. Under K.S.A. 17-7693, management authority tracks the member's profits interest. The Member has full authority over the Company's daily operations. 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 Powers of the Member

The Member is authorized to:

- (a) Make all decisions regarding operations, including the sale, acquisition, lease, or disposition of assets; borrowing funds; hiring employees; and settling claims.
- (b) Execute all contracts, checks, drafts, notes, leases, and other instruments on behalf of the Company.

(c) Open, maintain, and close bank accounts. Company funds shall not be commingled with personal funds.

(d) Take any other action necessary to carry out the Company's purposes.

5.03 Authorized Persons and Officers

Under K.S.A. 17-7693, each officer's responsibilities are as provided in this Operating Agreement. The Member may appoint officers or agents for limited operational or banking purposes.

Authorized Person(s) / Officer(s):

Title(s):

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

Kansas gives maximum effect to freedom of contract under K.S.A. 17-76,134. This Agreement may expand, restrict, or eliminate duties including fiduciary duties. The one hard limit: this Agreement cannot eliminate the implied covenant of good faith and fair dealing, and cannot eliminate liability for bad-faith violations of that covenant. The Member shall act in good faith in the best interests of the Company.

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Limitation of Liability

The Member shall not be personally liable for the Company's debts or obligations solely by reason of being a Member. Maintaining the Company as a separate entity — including separate bank accounts, documented capital contributions, and formal distribution records — is essential to defending against veil-piercing claims (see *Bates v. Flemming*, D. Kan.).

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

Under K.S.A. 17-76,113, a charging order against a member's interest is the EXCLUSIVE remedy available to a judgment creditor. Kansas expressly extends this protection to single-member LLCs as well as multi-member LLCs (see *Meyer v. Christie*, D. Kan.). A creditor with a charging order has only the rights of an assignee of the Member's distributional interest.

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 the Member, officers, employees, and agents for judgments, settlements, penalties, fines, and legal expenses arising from their roles in Company business, except where liability arises from bad-faith violations of the implied covenant of good faith and fair dealing.

6.04 Exculpation

Acts or omissions undertaken in good faith to promote the Company's interests shall not subject the Member to personal liability, provided the conduct does not constitute a bad-faith violation of the implied covenant of good faith and fair dealing.

ARTICLE VII — COMPENSATION AND REIMBURSEMENT

7.01 Compensation

Compensation Amount / Terms:

7.02 Reimbursement

The Company shall reimburse the Member for documented out-of-pocket expenses incurred in connection with Company business.

ARTICLE VIII — BOOKS AND RECORDS

8.01 Records Location

Address:

8.02 Required Records

The Company shall maintain: (a) this signed Agreement and all amendments; (b) Articles of Organization (Form DL) and all amendments; (c) federal and state tax returns for the three (3) most recent years; (d) financial statements for the three (3) most recent years; and (e) records of all Member resolutions.

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

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

ARTICLE IX — TRANSFER OF INTEREST

9.01 Transfer of Economic Interest

The Member may transfer the economic rights attached to their membership interest (the right to receive distributions). A transferee does not acquire voting or management rights unless admitted as a full member under K.S.A. 17-76,114.

9.02 Sole-Member Assignment Rule — K.S.A. 17-76,114

Kansas has a special rule: when the sole member voluntarily assigns ALL of their interest to a single assignee, that assignee automatically becomes a member. This rule is significant for estate planning and business succession purposes. Under 2025 HB 2371, this rule was clarified in the context of Kansas series and public benefit LLC governance.

9.03 Charging Order Exclusive Remedy

Per K.S.A. 17-76,113, a charging order is the exclusive creditor remedy against the Member's interest, whether the LLC has one member or more. This Agreement includes clear transfer restrictions to reinforce that protection.

ARTICLE X — DISSOLUTION

10.01 Events Triggering Dissolution

The Company shall be dissolved upon:

- (a) The Member's written election to dissolve;
- (b) Administrative forfeiture by the Kansas Secretary of State for failure to file the Business Entity Information Report;
- (c) Judicial dissolution petitioned by the Member or by holders of at least 25% of the outstanding interests per K.S.A. 17-76,117; or
- (d) Any other event specified in this Agreement or the Articles of Organization.

10.02 No Automatic Two-Thirds Dissolution

Kansas default under K.S.A. 17-76,116 allows members holding two-thirds or more of the current profits interest to vote to dissolve the LLC. Because this is a single-member LLC, that rule has no practical effect, but it is noted here. Any dissolution election requires the Member's written consent.

10.03 Winding Up and Distributions

Liquidator Name (if other than the Member):

Upon dissolution: (1) pay all creditors; (2) allocate remaining income/loss to capital account; (3) distribute remaining assets to the Member.

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. The provisions of this Agreement shall be enforced to the fullest extent permitted by K.S.A. 17-76,134. This Agreement may not eliminate the implied covenant of good faith and fair dealing.

11.03 Amendment — K.S.A. 17-7687

This Agreement may be amended only by a written amendment signed by the Member. Under K.S.A. 17-7687, the operating agreement may authorize amendments by member vote, manager action, or other basis specified in the Agreement.

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 constitute the complete agreement of the Member.

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 the Company's internal records alongside the Articles of Organization.

CERTIFICATION OF SOLE MEMBER

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has adopted and agreed to be bound by the terms of this Operating Agreement as of the date first written above.

Date: day of , 20

Signature:

Printed Name:

Ownership Interest: 100%

Address:

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

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

Kansas Single-Member Limited Liability Company.

Description of Contribution

Amount (\$)

TOTAL INITIAL CONTRIBUTION

SIGNED this: day of , 20

Signature:

Printed Name:

EXHIBIT 2 — BANK RESOLUTION

This Bank Resolution is adopted by the sole Member of the Company identified below.

Company Name: [redacted]

Bank Name: [redacted]

Bank Address: [redacted]

Account Title: [redacted]

Principal Office: [redacted]

Resolution Date: [redacted] day of [redacted], 20[redacted]

RESOLVED, the financial institution identified above is hereby designated as the official depository for this Company.

RESOLVED FURTHER, the authorized signer(s) listed below are authorized to sign checks, drafts, and payment orders on behalf of the Company.

RESOLVED FURTHER, Company funds shall not be commingled with the personal funds of any Member or other person.

Authorized Signer(s): [redacted]

Title(s): [redacted]

This authorization remains in effect until written notice of change is received by the financial institution.

Date: [redacted] day of [redacted], 20[redacted]

Signature: [redacted]

Printed Name: [redacted]

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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