

FRANCHISE DISCLOSURE DOCUMENT



Layne's Chicken Franchising, LLC
A Texas Limited Liability Company
10601 Clarence Dr, Suite 265
Frisco, Texas, 75034
(817) 689-1380
franchising@layneschicken.com
www.layneschickenfingers.com

You will operate a dine-in and/or take-out restaurant featuring chicken fingers, wraps, sandwiches, crinkle-cut fries, and secret sauce, and specialty made non-alcoholic beverages, soft drinks, and related items under the name LAYNE'S CHICKEN FINGERS.

The total investment necessary to begin operation of a LAYNE'S CHICKEN FINGERS franchise ranges from \$481,500 to \$1,555,000. This includes \$52,500 to \$55,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of three Layne's Chicken Fingers franchises is \$531,500 to \$1,605,000. This includes \$102,500 to \$105,000 that must be paid to the franchisor or affiliate. The minimum number of units to be developed under the multi-unit development agreement is three.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**


You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Garrett M. Reed, 10601 Clarence Dr, Suite 265, Frisco, TX 75034, garrett@layneschicken.com, 817-689-1380.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.


Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as, "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.


Date of Issuance: April 14, 2026

Mark	Registration Number	Registration Date	International Class
	7505242	September 17, 2024	29 43

~~Layne's Chicken, LLC does~~ We do not ~~yet~~ have a federal registration for ~~the following~~ our principal trademark. Therefore, ~~the following~~ our trademark does not have as many legal benefits and rights as a federally registered trademark. If ~~Layne's Chickens' our~~ right to use the ~~Mark~~ trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number	Filing Date	International Class
BORN & BREADED IN TEXAS	97891306	April 17, 2023	029, 043
	99569733	December 29, 2025	035, 043
LAYNE'S	99622113	January 29, 2026	035, 043

We claim common law rights to the following marks:

Mark	Registration Number	Registration Date	Register
	N/A	N/A	Common Law

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 12.4	You must be in compliance with franchise agreement and all other agreements. New franchisee: must qualify, complete training, sign a new franchise agreement in our then-current form (provided, that the term of the new franchise agreement will be the remaining term of the existing franchise agreement), and refurbish the Restaurant, as needed; sign a guaranty and a general release, pay the transfer fee, and if applicable our resale program fee, all monetary obligations to us must be satisfied; additional requirements apply to business entities. (see also “r” below).
n. Franchisor’s right of first refusal to acquire franchisee’s Franchised Business	Section 12.8	We can match any bona fide offer for your business.
o. Franchisor’s option to purchase franchisee’s Franchised Business	Section 14.5	We have the option to purchase some or all of your leasehold improvements, furniture, inventory, supplies, equipment, furnishings and fixtures on expiration or termination of your franchise agreement.
p. Death or disability of franchisee	Section 12.9	Same requirements as for transfer in “m” above, except there is no transfer fee and we do not have right of first refusal. If your interest is not transferred within six months following your (or a major member, partner or shareholder’s) death or legal incapacity, your franchise agreement may be terminated.
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you nor your Owners may <u>(subject to applicable state law)</u> own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any restaurant that offers chicken fingers, tenders, and/or strips as a primary menu or significant menu item at any location within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of, or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks; no diversion of any present or prospective customer of ours to a competitor. <u>(Subject to applicable state law).</u>

Provision	Section in Franchise or Other Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	For a continuous two-year period from expiration, termination, or transfer of your franchise agreement, <u>(subject to applicable state law)</u> , neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in a restaurant that offers chicken fingers, tenders, and/or strips as a primary menu item at your former Restaurant location or within a 10-mile radius of your former Restaurant or within a 10-mile radius of any other LAYNE'S CHICKEN FINGERS Restaurant for two years following expiration, termination or transfer. <u>(Subject to applicable state law)</u> .
s. Modification of the agreement	Sections 18.1 and 18.2	Must be in writing and signed by all parties
t. Integration/merger clause	Sections 18.1 and 18.2	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document and other agreement may not be enforceable. Nothing in this agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 19.2 and 19.3	Claims, controversies, or disputes from or relating to the franchise agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information. If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration
v. Choice of forum	Sections 19.2, 19.3, and 19.4	Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs. Venue for any other proceeding is the courts in the county in which we maintain our principal business office (subject to applicable state law)
w. Choice of law	Section 19.1	Texas law applies without giving effect to any conflict of laws principles (subject to state law).

DEVELOPMENT AGREEMENT

	Provision	Section in the Development Agreement	Summary
a.	Length of the agreement term	Section 2.1	The period beginning on the effective date and ending on the earlier of: (1)

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

THIS AMENDMENT TO FRANCHISE AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (“**Franchise Agreement**”) between Layne’s Chicken Franchising, LLC (“**Franchisor**”) and _____ (“**Franchisee**”). Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.
2. Franchisor will undertake the defense of any claim of infringement by third parties involving the mark, and Franchisee will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.
3. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.
4. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
5. Section 19.6 (Jury Waiver) and Section 19.7 (Waiver of Punitive and Consequential Damages) are hereby deleted.

LAYNE'S CHICKEN FRANCHISING, LLC
MINNESOTA AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT effective _____, (“**Amendment**”) is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (“**Development Agreement**”) between Layne’s Chicken Franchising, LLC, (“**Franchisor**”) and _____ (“**Developer**”).

Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Development Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Developer was made in the State of Minnesota; b) Developer is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

2. Franchisor will undertake the defense of any claim of infringement by third parties involving the mark, and Developer will cooperate with the defense in any reasonable manner required by Franchisor with any direct cost of such cooperation to be borne by Franchisor.

3. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of developer’s rights as provided for in Minnesota Statutes, Chapter 80C, or developer’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Section 3.1 is amended as follows:

“Based upon the Franchisor’s financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by the Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement.”

executed in connection with the franchise.

7. Maryland franchisees and/or outlets located in the State of Maryland are not to sign the Questionnaire as provided in Exhibit F to the Franchise Disclosure Document.

FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 5 and 7 are supplemented by the following:

“Based upon the Franchisor’s financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by the Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement.”

2. Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(c) (Requirements for franchisee to renew or extend) and Item 17(m) (Conditions for our approval of transfer by franchisee):

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

3. Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(f) (Termination by franchisor with cause):

Minnesota law provides a franchisee with certain termination and non-renewal rights. Minnesota Statutes Sec. 80C.14, Subs. 3,4, and 5 require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the applicable agreement.

4. Item 17 is supplemented by adding the following language to the end of the “Summary” section of Item 17(v) (Choice of forum):

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.