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FRANCHISE DISCLOSURE DOCUMENT

Western Sizzlin Franchise Corporation
 A Delaware Corporation
 1549 Lynn Brae Drive, N.E.
 Roanoke, Virginia 24012
 (540) 345-3195
 contactus@western-sizzlin.com
 www.western-sizzlin.com

~~The franchisor is Western Sizzlin Franchise Corporation ("WSFC"), a wholly owned subsidiary of Western Sizzlin Corporation ("WSC"). WSC is a wholly owned subsidiary of Biglari Holdings, Inc. ("Biglari Holdings") WSFC offers two different franchises in the Disclosure Document. The first offering is for the operation of franchise is to operate either a restaurant featuring steak, chicken and seafood dishes in a cafeteria-style line and full service format under the "Western Sizzlin" name (a "WS Restaurant"). A franchised WS Restaurant will, which may also feature a buffet that may be ordered as a meal or in addition to a meal. A WS Restaurant may also be offered as a "limited" restaurant, which does not have a buffet.) The second offering is for the operation of (a "WS Restaurant") or a restaurant featuring steak, chicken, seafood, salads and desserts in a buffet format with display cooking in a full-service or line-service atmosphere format under the "Woodgrill Buffet" name (a "WG Restaurant").~~

~~WSFC also offers franchises under a Conversion Franchise Agreement for individuals or entities who have previously owned and operated a restaurant offering food and beverage services in the same manner as, or similar to, those offered by the WS Restaurant or WG Restaurant (as applicable) from a location approved by WSFC and that otherwise meets WSFC's conversion criteria.~~

If you sign a Franchise Agreement for either a WS Restaurant or a WG Restaurant, the total investment necessary to begin operation of the restaurant ranges from \$1,061,000 to \$4,500,000. This includes \$30,000 that must be paid to the franchisor or its affiliate. If you sign a Franchise Agreement for a franchised "limited" WS Restaurant, the total investment necessary to begin operation of the restaurant ranges from \$451,000 to \$965,000. This includes \$30,000 that must be paid to the franchisor or its affiliate. If you sign a Conversion Franchise Agreement for either a WS Restaurant or a WG Restaurant, the total investment necessary to begin operation of the restaurant ranges from \$1,061,000 to \$4,500,000. This includes up to \$30,000 that may be paid to the franchisor or its affiliate. ~~(See Item 7.)~~ If we grant you the right to develop multiple franchised restaurants pursuant to an Area Development Agreement for either a WS Restaurant or a WG Restaurant, an initial investment will be required consisting of the initial franchisee fee of \$30,000 for the first restaurant plus a fee payable to us of \$15,000 per additional restaurant. An initial investment will be required for each franchised restaurant a developer opens, the estimated total investment of which is described above.

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This Disclosure Document summarizes certain provisions of your Franchise Agreement and/or Area Development Agreement (as applicable) 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 us or an affiliate of ours in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Disclosure 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 James Valentino at 175 East Houston, Suite 1300, San Antonio, Texas 78205, 210-390-3694, james.valentino@steaknshake.com.

The terms of your contract will govern your franchise relationship. Do not 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.

Issuance date of this Franchise Disclosure Document: ~~March 21, 2011, as amended July 8, 2011.~~ February 14, 2012.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENTS REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN ROANOKE CITY, VIRGINIA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN VIRGINIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENTS REQUIRE THAT VIRGINIA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates

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