

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE TO  
Tender Offer Statement under Section 14(d)(1) or 13(e)(1)  
of the Securities Exchange Act of 1934  
(Amendment No. 2)**

**J. ALEXANDER'S CORPORATION**

(Name of Subject Company (Issuer))

**FIDELITY NATIONAL FINANCIAL, INC.  
FIDELITY NATIONAL SPECIAL OPPORTUNITIES, INC.  
NEW ATHENA MERGER SUB, INC.**

(Names of Filing Persons (identifying status as offeror, issuer or other person))

**COMMON STOCK, PAR VALUE \$0.05 PER SHARE (INCLUDING THE ASSOCIATED  
SERIES A JUNIOR PREFERRED STOCK PURCHASE RIGHTS)**

(Title of Class of Securities)

**466096104**

(CUSIP Number of Class of Securities)

**Michael L. Gravelle  
Executive Vice President, General Counsel and Corporate Secretary  
Fidelity National Financial, Inc.  
601 Riverside Avenue Jacksonville, Florida 32204  
(904) 854-8100**

(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

*Copies to:*

**Michael J. Aiello, Esq.  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
(212) 310-8000**

**CALCULATION OF FILING FEE**

Transaction Valuation(1)	Amount of Filing Fee(2)
\$94,811,776	\$10,865

- (1) Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated by adding the sum of (i) (A) 5,999,735 shares of common stock, par value \$0.05 per share, of J. Alexander's Corporation ("J. Alexander's") outstanding, multiplied by (B) the offer price of \$14.50 per share, and (ii) (A) 962,375 shares of common stock, par value \$0.05 per share, of J. Alexander's issuable pursuant to outstanding options with an exercise price less than the offer price of \$14.50 per share, multiplied by (B) the offer price of \$14.50 per share minus the weighted average exercise price for such options of \$6.38 per share. The number of shares of common stock, par value \$0.05 per share, of J. Alexander's outstanding and the number of such shares issuable pursuant to outstanding options reflected herein have been provided to Parent by J. Alexander's as of July 31, 2012.
- (2) The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934 by multiplying the transaction value by 0.00011460.

- Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

Amount Previously Paid: \$9,670.00

Filing Party: Fidelity National Financial, Inc., Fidelity National Special Opportunities, Inc. and New Athena Merger Sub, Inc.

Form of Registration No.: Schedule TO

Date Filed: August 6, 2012

- Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third-party tender offer subject to Rule 14d-1.  
 Issuer tender offer subject to Rule 13e-4.  
 Going-private transaction subject to Rule 13e-3.  
 Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

This Amendment No. 2 amends and supplements the Tender Offer Statement on Schedule TO filed with the U.S. Securities and Exchange Commission (the "SEC") on August 6, 2012; as amended by Amendment No. 1 filed on August 23, 2012 (which, together with any amendments and supplements thereto, collectively constitute the "Schedule TO") and relates to the offer by New Athena Merger Sub, Inc., a Tennessee corporation ("Purchaser") and an indirect wholly-owned subsidiary of Fidelity National Financial, Inc., a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value \$0.05 per share (including the associated preferred stock purchase rights, the "Shares"), of J. Alexander's Corporation, a Tennessee corporation ("J. Alexander's"), at \$14.50 per Share, net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated August 6, 2012 (which, together with any amendments and supplements thereto, collectively constitute the "Offer to Purchase") and in the related Letter of Transmittal, copies of which are attached to the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer").

The Schedule TO (including the Offer to Purchase) and the Solicitation/Recommendation Statement on Schedule 14D-9 filed with the SEC by J. Alexander's on August 6, 2012, each as may be further amended and supplemented from time to time, contain important information about the Offer, all of which should be read carefully by J. Alexander's stockholders before any decision is made with respect to the Offer. The Offer is made pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of July 30, 2012, among Parent, Purchaser, Fidelity Newport Holdings, LLC (for the limited purposes set forth therein), American Blue Ribbon Holdings, Inc. (for the limited purposes set forth therein), Athena Merger Sub, Inc. (for the limited purposes set forth therein) and J. Alexander's, as it may be amended from time to time.

Documentation relating to the Offer has been mailed to stockholders of J. Alexander's and may be obtained at no charge at the website maintained by the SEC at [www.sec.gov](http://www.sec.gov) and may also be obtained at no charge by directing a request by mail to Georgeson Inc., 199 Water Street, 26th Floor, New York, New York 10038-3560, or by calling toll-free at (866) 261-1047.

All information set forth in the Offer to Purchase and the related Letter of Transmittal is incorporated by reference in answer to Items 1 through 12 in the Schedule TO, except those items as to which information is specifically provided herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Offer to Purchase.

#### **Items 1-11.**

Items 1 and 4 of the Schedule TO are hereby amended and supplemented by adding the following paragraph:

"On September 5, 2012, Parent extended the expiration of the Offer until 5:00 P.M., New York City time, on September 19, 2012, unless further extended. The Offer, was previously scheduled to expire at 5:00 P.M., New York City time, on September 5, 2012. The Depository for the Offer has indicated that, as of 5:00 p.m. New York City time on September 5, 2012, 145,691 Shares have been tendered into and not withdrawn from the Offer. The press release announcing the extension of the Offer is attached hereto as Exhibit (a)(5)(D)."

Section (b) of Item 2 of the Schedule TO is hereby amended and restated in its entirety as follows:

"(b) This Schedule TO relates to the outstanding shares of common stock, par value \$0.05 per share (including the associated Series A Junior Preferred Stock Purchase Rights), of J. Alexander's. J. Alexander's has advised Parent and Purchaser that, as of July 31, 2012, there were (i) 5,999,735 Shares issued and outstanding (inclusive of Shares held pursuant to J. Alexander's Employee Stock Ownership Plan (as amended and restated), effective January 1, 2002 (the "ESOP")) and (ii) 1,006,125 Shares issuable upon the exercise of outstanding options (of which 962,375 have an exercise price less than the Offer Price)."

The Offer to Purchase and Items 1 through 11 of the Schedule TO, to the extent such Items incorporate by reference the information contained in the Offer to Purchase, are hereby amended and supplemented by:

Amending and replacing all references regarding the scheduled expiration of the Offer being "5:00 P.M., New York City time, on Wednesday, September 5, 2012" set forth in the Offer to Purchase (Exhibit (a)(1)(A)), Letter of

Transmittal (Exhibit (a)(1)(B)), Notice of Guaranteed Delivery (Exhibit (a)(1)(C)), Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(D)) and Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(E)) with "5:00 P.M., New York City time, on Wednesday, September 19, 2012."

Amending and replacing all references in the Offer to Purchase, the Letter of Transmittal, the Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, and the Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, to the Offer Price being "\$13.00 per Share" with "\$14.50 per Share." The Amendment is attached hereto as Exhibit (d)(4).

Amending and restating in its entirety the second sentence of the first paragraph following the question "**Do you have the financial resources to make payment?**" in the Summary Term Sheet to read as follows:

"We estimate that we will need approximately \$95 million to purchase the Shares, to make payments in respect of outstanding in-the-money options, to repay J. Alexander's existing indebtedness and to consummate the Merger, plus related fees and expenses."

Amending and restating in its entirety the third sentence of the first paragraph of the response to the question "**What is the market value of my Shares as of a recent date?**" in the Summary Term Sheet to read as follows:

"The Offer Price, in cash, without interest, represents a premium of 63.3% over J. Alexander's average price per share for the 30 trading days immediately preceding the date of the Prior Agreement and a premium of 51.2% over the closing price on the last full day of trading before the date of the Prior Agreement."

Amending and restating in its entirety the third sentence of the second full paragraph of Section 6 of the Offer to Purchase entitled "Price Range of Shares; Dividends" to read as follows:

"The Offer Price, in cash, without interest represents a premium of 63.3% over J. Alexander's average price per share for the 30 trading days immediately preceding the date of the Prior Agreement and a premium of 51.2% over the closing price on the last full day of trading before the date of the Prior Agreement."

Section 7 of the Offer to Purchase is hereby amended by deleting the last paragraph under the “Certain Information Concerning J. Alexander’s—Financial Projections” that begins “J. Alexander’s has made publicly available...” and replacing it with the following:

“In addition to the selected unaudited prospective financial information discussed above, J. Alexander’s made available to us the following updated financial outlook, which, according to J. Alexander’s, combines its actual fiscal 2012 financial results through July 1, 2012, with management’s 2012 budgeted results for the remainder of fiscal 2012.

**J. Alexander’s – Updated 2012 Outlook <sup>(1)</sup>**

*(\$s in mm, except per share amounts)*

	As Reported LTM 7/1/2012	Adjusted LTM <sup>(2)</sup> 7/1/2012	Original Plan <sup>(3)</sup> 2012	Updated Outlook <sup>(4)</sup> 2012
Gross Sales	\$ 163.3	\$163.3	\$165.0	\$ 165.6
% Growth	n/a	n/a	3.2%	3.6%
Income from Restaurant Operations	16.5	16.5	17.1	17.8
% Income from Restaurant Operations of Gross Sales	10.1%	10.1%	10.3%	10.7%
EBITDAR <sup>(5)</sup>	15.4	16.4	17.0	17.9
% EBITDAR of Gross Sales	9.4%	10.1%	10.3%	10.8%
EBITDA <sup>(5)</sup>	10.7	11.7	12.2	13.2
% EBITDA of Gross Sales	6.5%	7.2%	7.4%	8.0%
EBIT <sup>(5)</sup>	4.7	5.8	6.3	7.3
% EBIT of Gross Sales	2.9%	3.5%	3.8%	4.4%
Net Income	2.4	3.3	3.9	4.7
% Net Income of Gross Sales	1.5%	2.0%	2.3%	2.8%
EPS <sup>(6)</sup>	\$ 0.39	\$ 0.53	\$ 0.63	\$ 0.75
% Change	n/a	n/a	344.8%	434.4%

- (1) Adjusted LTM and Updated Outlook exclude Special Expenses from calculations of EBITDAR, EBITDA, EBIT, Net Income and EPS. Special Expenses are general and administrative expenses related to the evaluation of strategic alternatives by J. Alexander’s, including expenses associated with the negotiation and execution of a definitive merger agreement for the sale of J. Alexander’s, and a possible contested election of directors. Special Expenses totaled approximately \$1,050,000 (approximately \$910,000 net of tax) during the first half of 2012.
- (2) Adjusted LTM differs from As Reported LTM in excluding Special Expenses from the calculations of EBITDAR, EBITDA, EBIT, Net Income and EPS.
- (3) Original Plan refers to J. Alexander’s management’s 2012 budget.
- (4) Updated Outlook refers to J. Alexander’s management’s current expectations for the 2012 fiscal year. It is based on actual results from the first half of 2012 and the Original Plan for the second half of 2012. It adjusts for Special Expenses incurred in the first half of 2012.
- (5) EBITDAR, EBITDA and EBIT exclude stock compensation expense.
- (6) Calculated as Net Income divided by projected fully diluted shares outstanding as provided by J. Alexander’s management.

The Updated 2012 Outlook set forth above includes the following non-GAAP financial measures: Gross Sales, Adjusted EBITDAR, Adjusted EBITDA, EBIT and Income from Restaurant Operations. J. Alexander's has advised Parent that it believes that these non-GAAP financial measures provide important information about the operating trends of the Company. These non-GAAP measures are not in accordance with, or an alternative for, financial measures prepared in accordance with GAAP and may be different from similarly titled measures used by other companies. Gross Sales, Adjusted EBITDAR, Adjusted EBITDA, EBIT and Income from Restaurant Operations are not based on any comprehensive set of accounting rules or principles. Non-GAAP measures have limitations in that they do not reflect all of the amounts associated with J. Alexander's results of operations as determined in accordance with GAAP. These measures should only be used to evaluate J. Alexander's results of operation in conjunction with the corresponding GAAP measures.

Set forth below are reconciliations provided by J. Alexander's of Income from Restaurant Operations, Adjusted EBITDA (accompanied by a reconciliation of Adjusted EBITDAR to Adjusted EBITDA), and EBIT to Net Income, the most comparable GAAP financial measure available for reconciliation based on the unaudited prospective financial information. These reconciliations were not previously provided to Parent.

**Reconciliation of Certain Non-GAAP Measures Included in the Updated 2012 Outlook**

(\$ in mm) <sup>(1)</sup>

	As Reported LTM 07/01/12	Adjusted LTM 07/01/12	Original Plan LTM 2012	Updated Outlook LTM 2012
<b>Income From Restaurant Operations:</b>				
Net Income	\$ 2.4	3.3	3.9	4.7
Plus: Income Tax Expense	0.4	0.6	0.5	0.7
Other Expense	0.0	0.0	0.1	0.0
Interest Expense	1.6	1.6	1.6	1.6
General and Administrative Expense	11.8	10.7	10.7	10.5
Pre-Opening Expense	0.0	0.0	0.0	0.0
Stock Option Expense	0.3	0.3	0.3	0.3
Income From Restaurant Operations	\$ 16.5	16.5	17.1	17.8
<b>Adjusted EBITDA:</b>				
Net Income	\$ 2.4	3.3	3.9	4.7
Plus: Income Tax Expense	0.4	0.6	0.5	0.7
Interest Expense	1.6	1.6	1.6	1.6
Depreciation and Amortization	5.9	5.9	5.9	5.9
Pre-Opening Expense	0.0	0.0	0.0	0.0
Stock Option Expense	0.3	0.3	0.3	0.3
Adjusted EBITDA	\$ 10.7	11.7	12.2	13.2
<b>Adjusted EBITDAR:</b>				
Adjusted EBITDA	\$ 10.7	11.7	12.2	13.2
Plus: Rent	4.7	4.7	4.8	4.7
Adjusted EBITDAR	\$ 15.4	16.4	17.0	17.9
<b>EBIT:</b>				
Net Income	\$ 2.4	3.3	3.9	4.7
Plus: Income Tax Expense	0.4	0.6	0.5	0.7
Interest Expense	1.6	1.6	1.6	1.6
Stock Option Expense	0.3	0.3	0.3	0.3
EBIT	\$ 4.7	5.8	6.3	7.3

(1) Values in table may not total due to rounding.

J. Alexander's has advised Parent that it believes Net Sales is the most directly comparable GAAP financial measure to Gross Sales as included in management summary projected financial information. However, because J. Alexander's management did not forecast Net Sales or certain financial measures necessary to reconcile the non-GAAP financial measure Gross Sales to the GAAP-based financial measure Net Sales, J. Alexander's has advised Parent that it is unable to provide a quantitative reconciliation of Gross Sales to projected Net Sales. No reconciliation of Gross Sales was provided by management to Parent.

J. Alexander's has advised Parent that the financial measures that would be required to reconcile Gross Sales to Net Sales include, among other measures, projected complimentary meals, employee discounts and projected gift card breakage (i.e., reductions in liabilities for gift cards which, although they do not expire, are considered to be only remotely likely to be redeemed and for which there is no legal obligation to remit balances under unclaimed property laws of the relevant jurisdictions). In order to provide an appropriate reconciliation of Gross Sales, J. Alexander's management would be required to make additional assumptions and projection analyses of factors that management did not take into account when preparing the summary projected financial information. Because the absence of these additional forecasts prevents J. Alexander's from reconciling Gross Sales to Net Sales, shareholders should not unduly rely on projected Gross Sales in evaluating the summary projected financial information.

J. Alexander's has made publicly available its actual results of operations for its fiscal year ended January 1, 2012 and the quarters ended April 1, 2012, and July 1, 2012. Shareholders should review J. Alexander's Annual Report on Form 10-K for the fiscal year ended January 1, 2012 and its Quarterly Reports on Form 10-Q for the quarters ended April 1, 2012, and July 1, 2012, respectively, each filed with the SEC, to obtain this information."

Amending and restating in its entirety the second sentence of the first paragraph in Section 9 of the Offer to Purchase entitled “Source and Amount of Funds” to read as follows:

“We estimate that we will need approximately \$95 million to purchase all of the Shares that Parent and its subsidiaries do not already own pursuant to the Offer, to make payments in respect of outstanding in-the-money options, to repay J. Alexander’s existing indebtedness and to consummate the Merger, plus related fees and expenses.”

Amending and supplementing the information set forth in Section 10 of the Offer to Purchase entitled “Background of the Offer; Past Contacts or Negotiations with J. Alexander’s” by deleting the last paragraph in its entirety and adding the following paragraphs at the end of the section:

From time to time after August 6, 2012, J. Alexander’s provided Parent certain information concerning the status and terms of acquisition proposals made by two parties (Party F and Party G).

On August 30, 2012, J. Alexander’s gave written notice (the “Notice”) to Parent of J. Alexander’s receipt of Party F’s authorized and executed acquisition proposal, the J. Alexander’s Board’s determination that Party F’s proposal constitutes a “superior proposal” as such term is defined in the Merger Agreement, and that the Notice was intended to constitute a “notice of superior proposal” as such term is defined in the Merger Agreement. Pursuant to the terms of the Merger Agreement, J. Alexander’s is required to, if requested by Parent, negotiate in good faith with Parent and its advisors for a period of five business days following a “notice of superior proposal” with respect to any proposed amendments to the terms and conditions of the Merger Agreement such that Party F’s proposal would no longer be considered a superior proposal.

On August 30, 2012, upon receipt of the Notice, Parent indicated orally and on a preliminary basis to J. Alexander's that it would consider matching the price offered by Party F, but only if J. Alexander's agreed to a substantial increase in the current \$2.16 million break-up fee under the Merger Agreement based, in part, on the certainty and time to closing advantage that Parent has over Party F and the increase in J. Alexander's valuation since the announcement of Parent's offer.

On August 31, 2012, after consulting with the individual members of the J. Alexander's Board, Mr. Stout communicated to Mr. Foley that J. Alexander's would not be willing to enter into an amendment to the Merger Agreement that included an increase in the termination fee for a matching price of \$14.25 per share.

On September 1, 2012, Mr. Foley communicated to Mr. Stout a proposal by Parent to amend the Merger Agreement to increase the Offer Price to \$14.50 and to increase the termination fee to \$3.8 million.

On September 4, 2012, J. Alexander's provided written notice to Parent requesting that Parent and Purchaser extend the Offer for a period of five business days beyond the initial expiration date of September 5, 2012.

On the evening of September 4, 2012, Parent confirmed in writing that it had agreed to increase the Offer Price from \$13.00 to \$14.50, subject to the condition that the termination fee, which applies if the Merger Agreement was subsequently terminated under the circumstances described in the Merger Agreement, would be increased from \$2.16 million to \$3.8 million. Parent also confirmed that all other terms and conditions of the Merger Agreement would remain the same under the terms of its proposal.

On September 5, 2012, the J. Alexander's Board held a meeting to discuss Parent's proposed revisions to the Merger Agreement as well as the status of Party F's proposal. After due consideration of its fiduciary duties under applicable law, the J. Alexander's Board resolved by unanimous vote that Parent's proposed amendments to the Merger Agreement be adopted and approved, and the consummation of the transactions contemplated by the Merger Agreement, as amended, be approved and declared advisable, fair to, and in the best interests of J. Alexander's and its shareholders, and that, taking into account the amendments to the Merger Agreement, as of September 5, 2012, Party F's proposal no longer constituted a "superior proposal" as such term is defined in the Merger Agreement. The J. Alexander's Board recommended to the shareholders of J. Alexander's that they accept the Offer, tender their shares in the Offer and, to the extent required by applicable law, approve the Merger and adopt the Merger Agreement, as amended, subject to the ability of J. Alexander's to make a Recommendation Withdrawal (as defined in the Merger Agreement) pursuant to the terms of and in accordance with the Merger Agreement, as amended, in each case as the Offer and the Merger Agreement would be amended by Parent's proposed amendments.

Also on September 5, 2012, Bass, Berry and Weil prepared a form of First Amendment to the Merger Agreement (the "First Amendment") that reflected the amendments proposed by Parent and approved by the J. Alexander's Board, which was subsequently executed on September 5, 2012 by Parent, Purchaser and J. Alexander's.

On September 5, 2012, J. Alexander's and Parent issued a joint press release announcing the execution of the First Amendment, that the Offer Price had been increased from \$13.00 to \$14.50 per share, that the termination fee payable in certain circumstances had been increased from \$2.16 million to \$3.8 million and that Parent and Purchaser would be required to extend the Offer for at least ten additional business days.



On September 6, 2012, Parent and Purchaser filed amendments to the Schedule TO and other offer documents reflecting the effect of the First Amendment. J. Alexander's also filed an amendment to the Schedule 14D-9 reflecting the effect of the First Amendment that same day.

For information on the Merger Agreement and the other agreements between J. Alexander's and Purchaser and their respective related parties, see Section 8 – "Certain Information Concerning Parent, Purchaser and Certain Related Persons," Section 9 – "Source and Amount of Funds," and Section 11 – "The Merger Agreement; Other Agreements."

Amending and replacing all references in the first two bullets of the *Termination Fees and Expense Reimbursement* section in Section 11 of the Offer to Purchase entitled "The Merger Agreement; Other Agreements" to "\$2,159,725" with "\$3,800,000."

**Item 12. Exhibits.**

Item 12 of the Schedule TO is hereby amended by adding the following exhibit thereto:

<u>Exhibit</u>	<u>Exhibit Name</u>
(a)(5)(D)	Joint Press Release issued by Fidelity National Financial, Inc. and J. Alexander's Corporation on September 6, 2012.
(d)(4)	First Amendment to Amended and Restated Agreement and Plan of Merger, dated as of September 5, 2012, by and among Fidelity National Financial, Inc., New Athena Merger Sub, Inc. and J. Alexander's Corporation.

**SIGNATURE**

After due inquiry and to the best of the knowledge and belief of each of the undersigned, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Michael L. Gravelle  
Name: Michael L. Gravelle  
Title: Executive Vice President, General Counsel and  
Corporate Secretary

FIDELITY NATIONAL SPECIAL OPPORTUNITIES, INC.

By: /s/ Michael L. Gravelle  
Name: Michael L. Gravelle  
Title: Executive Vice President, General Counsel and  
Corporate Secretary

NEW ATHENA MERGER SUB, INC.

By: /s/ Goodloe Partee  
Name: Goodloe Partee  
Title: Authorized Person

Date: September 6, 2012

## EXHIBIT INDEX

<u>Exhibit</u>	<u>Exhibit Name</u>
(a)(1)(A)	Offer to Purchase dated August 6, 2012.*
(a)(1)(B)	Letter of Transmittal (including Form W-9 and General Instructions to Form W-9).*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(5)(A)	Press Release issued by Fidelity National Financial, Inc. on July 31, 2012 (incorporated herein by reference to Exhibit 99.1 to the Schedule TO-C filed by Fidelity National Financial, Inc. on July 31, 2012).*
(a)(5)(B)	Form of Summary Advertisement as published on August 6, 2012 in The Wall Street Journal.*
(a)(5)(C)	Press Release issued by Fidelity National Financial, Inc. on August 6, 2012.*
(a)(5)(D)	Joint Press Release issued by Fidelity National Financial, Inc. and J. Alexander's Corporation on September 6, 2012.
(b)(1)	Second Amended and Restated Credit Agreement, dated as of April 16, 2012, among Fidelity National Financial, Inc., Bank of America, N.A. as Administrative Agent and Swing Line Lender, and the other financial institutions party thereto (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Fidelity National Financial, Inc. on April 19, 2012).*
(d)(1)	Amended and Restated Agreement and Plan of Merger, dated as of July 30, 2012, by and among Fidelity National Financial, Inc., New Athena Merger Sub, Inc., Fidelity Newport Holdings, LLC (for the limited purposes set forth therein), American Blue Ribbon Holdings, Inc. (for the limited purposes set forth therein), New Athena Merger Sub, Inc. (for the limited purposes set forth therein), and J. Alexander's Corporation.*
(d)(2)	Confidentiality Letter Agreement, dated as of March 18, 2012, by and between Fidelity National Financial, Inc., Fidelity Newport Holdings, LLC and J. Alexander's Corporation.*
(d)(3)	Confidentiality Agreement, dated as of April 9, 2012, by and between American Blue Ribbon Holdings, LLC and J. Alexander's Corporation.*
(d)(4)	First Amendment to Amended and Restated Agreement and Plan of Merger, dated as of September 5, 2012, by and among Fidelity National Financial, Inc., New Athena Merger Sub, Inc. and J. Alexander's Corporation.
(g)	Not applicable.
(h)	Not applicable.

\* Previously filed.



**FIDELITY NATIONAL FINANCIAL, INC. AND J. ALEXANDER'S CORPORATION AGREE ON AN INCREASED OFFER PRICE OF \$14.50 PER SHARE**

NASHVILLE, Tenn.—(BUSINESS WIRE)—September 5, 2012—Fidelity National Financial, Inc. (NYSE: FNF) and J. Alexander's Corporation (NASDAQ: JAX) announced today an amendment to the Amended and Restated Agreement and Plan of Merger, dated July 30, 2012, by and among J. Alexander's, Fidelity National Financial, Inc. and certain affiliates of FNF. Pursuant to the amendment, FNF agreed to increase its offer price from \$13.00 per share to \$14.50 per share and will extend the offer for at least 10 business days until September 19, 2012. In connection with the increased offer, J. Alexander's agreed to increase the termination fee payable by J. Alexander's to FNF in certain circumstances under the merger agreement from \$2,159,725 to \$3,800,000.

Lonnie J. Stout II, Chairman, President and Chief Executive Officer, said the amendment to the merger agreement has been unanimously approved by the J. Alexander's board of directors and that the Company's board recommends that J. Alexander's shareholders tender their shares into FNF's tender offer.

"The J. Alexander's board of directors believes that FNF's revised tender offer is in the best interest of all J. Alexander's shareholders and is pleased with the successful completion of the negotiation process with FNF," Stout stated. A complete description of the terms of the amendment to the merger agreement will be provided in an amendment to J. Alexander's solicitation/recommendation statement on Schedule 14D-9, which J. Alexander's will file with the Securities and Exchange Commission.

The closing of the tender offer is conditioned on the tender of a number of J. Alexander's shares that represents at least a majority of the total number of J. Alexander's shares outstanding and other customary closing conditions. The transaction is not subject to a financing condition. Upon the completion of the tender offer, FNF will acquire all remaining shares of J. Alexander's through a second-step merger that will result in all shares not tendered in the tender offer being converted into the right to receive \$14.50 per share in cash, the same consideration per share as paid in the tender offer. The merger transaction is expected to close in the fourth quarter of 2012, assuming execution of the tender offer process and satisfaction of the conditions to closing.

Pursuant to applicable law, FNF will be required to extend the expiration date of the tender offer for at least ten business days from the filing of an amendment to FNF's tender offer statement on Schedule TO with the Securities and Exchange Commission. The tender offer was set to expire on September 5, 2012. J. Alexander's shareholders who have already validly tendered and not subsequently withdrawn their shares will not need to take any further actions in order to receive the increased offer price of \$14.50 per share.

FNF's revised tender offer at \$14.50 per share represents the best price proposal received by J. Alexander's.

Except as described herein, the terms of the merger agreement remain unchanged, including the right of J. Alexander's to consider a superior proposal under circumstances described in the merger agreement, subject to the increased termination fee of \$3,800,000 payable by J. Alexander's to FNF in certain circumstances.

The depositary for the tender offer has informed FNF that, as of 5:00 p.m. on Wednesday, September 5, 2012, 145,691 shares have been validly tendered and not validly withdrawn.

#### **About Fidelity National Financial, Inc.**

Fidelity National Financial, Inc. (NYSE:FNF), is a leading provider of title insurance, mortgage services and restaurant and other diversified services. FNF is the nation's largest title insurance company through its title insurance underwriters - Fidelity National Title, Chicago Title, Commonwealth Land Title and Alamo Title - that collectively issue more title insurance policies than any other title company in the United States. FNF also owns a 55% stake in American Blue Ribbon Holdings, an owner and operator of the O'Charley's, Ninety Nine Restaurant, Max & Erma's, Village Inn, Bakers Square and Stoney River Legendary Steaks concepts. In addition, FNF owns a majority stake in Remy International, Inc., a leading designer, manufacturer, remanufacturer, marketer and distributor of aftermarket and original equipment electrical components for automobiles, light trucks, heavy-duty trucks and other vehicles. FNF also owns a minority interests in Ceridian Corporation, a leading provider of global human capital management and payment solutions. More information about FNF can be found at [www.fnf.com](http://www.fnf.com).

#### **About J. Alexander's Corporation**

J. Alexander's Corporation (NASDAQ: JAX), operates 33 J. Alexander's restaurants in 13 states: Alabama, Arizona, Colorado, Florida, Georgia, Illinois, Kansas, Kentucky, Louisiana, Michigan, Ohio, Tennessee and Texas. J. Alexander' is an upscale, contemporary American restaurant known for its wood-fired cuisine. The Company's menu features a wide selection of American classics, including steaks, prime rib of beef and fresh seafood, as well as a large assortment of interesting salads, sandwiches and desserts. J. Alexander's also has a full-service bar that features an outstanding selection of wines by the glass and bottle. More information about JAX can be found at [www.jalexanders.com](http://www.jalexanders.com).

#### **Important Information about the Tender Offer**

THIS PRESS RELEASE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL ANY SECURITIES. THE TENDER OFFER IS BEING MADE PURSUANT TO A TENDER OFFER STATEMENT ON SCHEDULE TO, CONTAINING AN OFFER TO PURCHASE, FORM OF LETTER OF TRANSMITTAL AND RELATED TENDER OFFER DOCUMENTS, FILED BY FNF AND ITS AFFILIATES WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") ON AUGUST 6, 2012. A SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 RELATING TO THE TENDER OFFER HAS BEEN FILED BY J. ALEXANDER'S WITH THE SEC ON AUGUST 6, 2012. THESE DOCUMENTS, AS THEY

HAVE BEEN AND MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER AND J. ALEXANDER'S SHAREHOLDERS ARE URGED TO READ THEM CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. THE TENDER OFFER MATERIALS MAY BE OBTAINED AT NO CHARGE BY DIRECTING A REQUEST BY MAIL TO GEORGESON INC., 99 WATER STREET, 26TH FLOOR, NEW YORK, NY 10038, OR BY CALLING TOLL-FREE AT (800) 261-1047, AND MAY ALSO BE OBTAINED AT NO CHARGE AT THE WEBSITE MAINTAINED BY THE SEC AT WWW.SEC.GOV.

**Forward-Looking Statements**

This press release contains forward-looking statements relating to the potential acquisition of J. Alexander's by FNF and its affiliates, including the expected date of closing of the acquisition and the potential benefits of the transaction. The actual results of the transaction could vary materially as a result of a number of factors, including: uncertainties as to how many of shareholders of J. Alexander's will tender their stock in the offer, the possibility that competing offers will be made and the possibility that various closing conditions for the transaction may not be satisfied or waived. Other factors that may cause actual results to differ materially include those other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of J. Alexander's Form 10-K and other filings with the Securities and Exchange Commission. These forward-looking statements reflect J. Alexander's and FNF's expectations as of the date of this press release. J. Alexander's and FNF undertakes no obligation to update the information provided herein.

**CONTACT:**

Fidelity National Financial, Inc.  
Daniel Kennedy Murphy, 904-854-8120  
Senior Vice President and Treasurer  
dkmurphy@fnf.com

or

J. Alexander's Corporation  
R. Gregory Lewis, 615-269-1900  
Vice President and Chief Financial Officer  
glewis@jalexanders.com

**FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER**

This FIRST AMENDMENT, dated as of September 5, 2012 (the "First Amendment"), to the AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER (the "Restated Merger Agreement"), dated as of July 30, 2012, made by and among FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation ("Parent"), NEW ATHENA MERGER SUB, INC., a Tennessee corporation and an indirect, wholly-owned Subsidiary of Parent ("Merger Sub"), solely for purposes of Section 9.14 thereof FIDELITY NEWPORT HOLDINGS, LLC, a Delaware limited liability company and an indirect, majority-owned Subsidiary of Parent, solely for purposes of Section 9.14 thereof AMERICAN BLUE RIBBON HOLDINGS, INC., a Delaware corporation and an indirect, majority-owned Subsidiary of Parent, solely for purposes of Section 9.14 thereof ATHENA MERGER SUB, INC., a Tennessee corporation and a direct, wholly-owned Subsidiary of Purchaser, and J. ALEXANDER'S CORPORATION, a Tennessee corporation (the "Company"), is entered into by and among Parent, Merger Sub and the Company and amends the Restated Merger Agreement to the extent set forth herein. Capitalized terms used but not defined in this First Amendment shall have the respective meanings specified in the Restated Merger Agreement.

WHEREAS, in accordance with Section 9.8 of the Restated Merger Agreement, the parties to the Restated Merger Agreement desire to amend certain terms of the Restated Merger Agreement as set forth in this First Amendment so as to, among other things, increase the Offer Price from \$13.00 to \$14.50;

WHEREAS, the Company's Board of Directors has unanimously (i) declared that this First Amendment, the Transaction Agreements, as amended by this First Amendment, and the Transactions, as amended by this First Amendment, are advisable, fair to and in the best interest of the Company and the Company Shareholders, (ii) adopted this First Amendment and approved the execution, delivery and performance of this First Amendment and the Transaction Agreements, as amended by this First Amendment, by the Company and the consummation of the Transactions, as amended by this First Amendment, (iii) directed that the Restated Merger Agreement, as amended by this First Amendment, be submitted to the Company Shareholders for approval to the extent required by applicable Law, (iv) subject to the ability to withdraw its recommendation pursuant to Section 6.2(e) of the Restated Merger Agreement, recommended that the Company Shareholders accept the Offer, as amended by this First Amendment, and tender their shares of Company Common Stock pursuant to the Offer, as amended by this First Amendment, and, to the extent required by applicable Law, approve the Merger and adopt the Restated Merger Agreement, as amended by this First Amendment, and (v) on the terms and subject to the conditions of the Restated Merger Agreement, as amended by this First Amendment, authorized and approved the Top-Up Option and the issuance of the Top-Up Option Shares thereunder;

WHEREAS, each of Parent and Merger Sub is authorized to execute, deliver and perform its obligations under this First Amendment, and the Transaction Agreements, as amended by this First Amendment, and to consummate the Transactions, as amended by this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Restated Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Per Share Amount Increased. The second Recital to the Restated Merger Agreement shall be amended by replacing the phrase “at a price per share equal to \$13.00” with “at a price per share equal to \$14.50”.

Section 2. Termination Fee Increased.

(a) Section 8.3(a) of the Restated Merger Agreement is amended by replacing the dollar amount of “\$2,159,725” with “\$3,800,000”.

(b) Section 8.3(b) of the Restated Merger Agreement is amended by replacing the dollar amount of “\$2,159,725” with “\$3,800,000”.

Section 3. Amendment to Offer Documents. Within one (1) Business Day after the date of this First Amendment, Parent shall, and shall cause Merger Sub to, file with the SEC all necessary amendments or supplements to the Schedule TO and the Offer Documents giving effect to this First Amendment and shall cause the Offer Documents to be disseminated to the Company Shareholders in accordance with the applicable requirements of the Exchange Act.

Section 4. Expiration Date. Parent shall, and shall cause Merger Sub to, cause the Offer, as amended by this First Amendment, to remain open for at least ten Business Days from the date of filing of an amendment by Parent and Merger Sub to the Schedule TO giving effect to this First Amendment as required by Rule 14e-1 under the Exchange Act, and as may be further extended in accordance with the terms of the Restated Merger Agreement or as may be required by any applicable rules and regulations of the SEC.

Section 5. References to the Restated Merger Agreement. After giving effect to this First Amendment, each reference in the Restated Merger Agreement to “this Agreement”, “hereof”, “hereunder”, “herein”, or words of like import referring to the Restated Merger Agreement shall refer to the Restated Merger Agreement as amended by this First Amendment.

Section 6. Miscellaneous. This First Amendment and the Restated Merger Agreement (including the documents or instruments referred to herein or therein, including any annex or disclosure schedule attached thereto or referred to therein, which annexes and disclosure schedules are incorporated therein by reference), together, embody the entire agreement and understanding among the parties and supersede any prior understandings, agreements, or representations by or among such parties or their representatives, written or oral, that may have related to such subject matters. Except as specifically amended by this First Amendment, all of the terms, covenants and other provisions the Restated Merger Agreement and the Transaction



Agreements, as amended by this First Amendment, are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms. The terms and provisions of Article IX of the Restated Merger Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this First Amendment.

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this First Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**FIDELITY NATIONAL FINANCIAL, INC.**

By: /s/ Michael L. Gravelle  
Name: Michael L. Gravelle  
Title: Executive Vice President, General  
Counsel and Corporate Secretary

**NEW ATHENA MERGER SUB, INC.**

By: /s/ Michael L. Gravelle  
Name: Michael L. Gravelle  
Title: Executive Vice President, General  
Counsel and Corporate Secretary

**J. ALEXANDER'S CORPORATION**

By: /s/ Lonnie J. Stout II

Name: Lonnie J. Stout II

Title: Chairman, President and  
Chief Executive Officer