

ALEXANDERS J CORP  
Form 10-K/A  
May 15, 2012

---

---

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

FORM 10-K/A  
(Amendment No. 2)

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.  
For the fiscal year ended January 1, 2012.

OR

Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number 1-8766

J. ALEXANDER'S CORPORATION  
(Exact name of Registrant as specified in its charter)

Tennessee  
(State or other jurisdiction of incorporation or organization)

62-0854056  
(I.R.S. Employer Identification Number)

P.O. Box 24300  
3401 West End Avenue, Nashville, Tennessee  
(Address of principal executive offices)

37203  
(Zip Code)

Registrant's telephone number, including area code: (615) 269-1900

Securities registered pursuant to Section 12(b) of the Act:

Title of Class:  
Common stock, par value \$.05 per share, with  
associated  
Series A junior preferred stock purchase rights.

Name of each exchange on which registered:  
The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  
Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§209.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one): Large accelerated filer  Accelerated filer  Non-accelerated filer  (Do not check if a smaller reporting company) Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting stock held by non-affiliates of the registrant, computed by reference to the last sales price on The NASDAQ Stock Market LLC ("NASDAQ Stock Market") of such stock as of July 1, 2011, the last business day of the Company's most recently completed second fiscal quarter, was \$35,360,536, assuming solely for this purpose that (i) all shares held by officers of the Company are shares owned by "affiliates", (ii) all shares beneficially held by members of the Company's Board of Directors are shares owned by "affiliates," a status which each of the directors individually disclaims and (iii) all shares held by the Trustee of the J. Alexander's Corporation Employee Stock Ownership Plan are shares owned by an "affiliate."

The number of shares of the Company's Common Stock, \$.05 par value, outstanding at April 27, 2012, was 5,994,453.

#### DOCUMENTS INCORPORATED BY REFERENCE

None.

---

---

---

TABLE OF CONTENTS

|                   |                         |   |    |
|-------------------|-------------------------|---|----|
|                   | <u>Explanatory Note</u> |   | 3  |
| <u>PART III</u>   |                         |   |    |
|                   | <u>Item 11.</u>         | <u>Executive Compensation</u>                     | 4  |
| <u>PART IV</u>    |                         |   |    |
|                   | <u>Item 15.</u>         | <u>Exhibits and Financial Statement Schedules</u> | 13 |
| <u>SIGNATURES</u> |                         |   | 14 |

EXPLANATORY NOTE

J. Alexander's Corporation (the "Company") filed its Annual Report on Form 10-K for the fiscal year ended January 1, 2012 (the "Original Form 10-K"), with the U.S. Securities and Exchange Commission (the "Commission") on April 2, 2012. The Company filed Amendment No. 1 to the Original Form 10-K ("Amendment No. 1") with the Commission on April 30, 2012, solely for the purpose of including in Part III the information that was to be incorporated by reference from the Company's definitive proxy statement for its 2012 Annual Meeting of Shareholders, because the Company's definitive proxy statement was not filed with the Commission within 120 days after the end of the Company's fiscal year ended January 1, 2012. This Form 10-K/A ("Amendment No. 2") is being filed to correct an inadvertent error in presenting the total compensation of Mr. Stout for 2011 reflected in the "Total" column of the Summary Compensation Table of Item 11 on page 6 of Amendment No. 1. The sum in the "Total" column should have been \$1,021,542. All other information contained in Item 11, including the other columns reflecting items comprising Mr. Stout's compensation, and the remaining portions of the Summary Compensation Table, are unchanged. No other changes to the disclosure in Amendment No. 1 are made by this Amendment No. 2.

Accordingly, the Company is filing this Amendment No. 2 in order to restate Item 11 of Part III to include the corrected figure described above and to restate Item 15 of Part IV to include new certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Because no financial statements have been included in this Amendment No. 2 and this Amendment No. 2 does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4 and 5 of the certifications have been omitted.

This Amendment No. 2 does not reflect events occurring after the filing of the Original Form 10-K or modify or update the disclosures in the Original Form 10-K or Amendment No. 1 except as set forth in this Amendment No. 2, and should be read in conjunction with the Original Form 10-K, Amendment No. 1, and the Company's other filings with the Commission.

## PART III

## Item 11. Executive Compensation

## EXECUTIVE COMPENSATION

As a smaller reporting company, as defined by Item 10(f) of Regulation S-K, the Company has elected to furnish the scaled compensation-related disclosure, as permitted by the Commission, rather than a more detailed Compensation Discussion and Analysis and related disclosures made by other reporting companies.

## SUMMARY COMPENSATION TABLE – FISCAL YEARS 2010-2011

The following table sets forth certain summary information for the year indicated with respect to the compensation awarded to, earned by, or paid to the Company's Chief Executive Officer and the two next most highly compensated executive officers of the Company (collectively, the "Named Officers").

| Name and Principal Position   | Fiscal Year | Salary (\$)(1) | Bonus (\$) | Option Awards (\$)(2) | All Other Compensation (\$)(3)(4) | Total (\$) |
|---|-------------|----------------|------------|-----------------------|-----------------------------------|------------|
| Lonnie J. Stout II<br>Chairman, President, Chief<br>Executive Officer and<br>Director | 2011        | 407,918        | —          | 250,000               | 363,624                           | 1,021,542  |
|   | 2010        | 394,058        | —          | —                     | 326,679                           | 720,737    |
| R. Gregory Lewis<br>Vice President, Chief<br>Financial Officer and<br>Secretary       | 2011        | 212,750        | —          | 87,500                | 240,686                           | 540,936    |
|   | 2010        | 205,500        | 36,000     | —                     | 158,132                           | 399,632    |
| J. Michael Moore<br>Vice President, Human<br>Resources and<br>Administration          | 2011        | 167,850        | —          | 37,500                | 69,588                            | 274,938    |
|   | 2010        | 162,325        | 24,000     | —                     | 55,818                            | 242,143    |

(1) Amounts shown are not reduced to reflect the Named Officers' contributions to the Company's 401(k) and deferred compensation plans. Amounts shown are amounts actually earned by the Named Officer during the year.

(2) Represents the aggregate grant date fair value of the stock option award granted to the Named Officer determined in accordance with ASC Topic 718 "Compensation – Stock Compensation." For additional information on the assumptions made in the valuation for the awards reflected in this column, please see Note H to the Consolidated Financial Statements contained in the Company's Original Form 10-K.

(3) Amounts shown reflect the value to each of the Named Officers of: the expense recognized by the Company relating to the vested benefit under their Amended and Restated Salary Continuation Agreements, contributions allocated by the Company pursuant to the Company's 401(k) and deferred compensation plans and the Employee Stock Ownership Plan, an auto allowance, reimbursements for certain auto-related expenses, the Company's reimbursement of employee medical insurance contributions, payments received under a supplemental medical reimbursement insurance plan, payments of supplemental disability insurance premiums, and certain other benefits that vary by the Named Officer, including group life insurance premiums, tax preparation and planning services, a health club membership stipend and the limited use of Company-owned tickets to Tennessee Titans games.



(4)The following table details for each Named Officer the expense recognized by the Company over the last two fiscal years relating to the Named Officer’s vested Amended and Restated Salary Continuation Agreement benefits. No amounts were actually paid to the employee.

| Name               | Non-Cash Expense Recognized Relating to the Vested Benefit Under the Amended and Restated Salary Continuation Agreements |
|--------------------|--|
| Lonnie J. Stout II | \$337,320 (2011)   |
|                    | \$297,714 (2010)   |
| R. Gregory Lewis   | \$210,546 (2011)   |
|                    | \$131,444 (2010)   |
| J. Michael Moore   | \$32,029 (2011)  |
|                    | \$28,609 (2010)  |

#### NARRATIVE DISCLOSURE TO SUMMARY COMPENSATION TABLE

**Compensation Philosophy.** The Company’s executive compensation program is administered by the Compensation/Stock Option Committee (the “Committee”) and compensates management through a combination of base salary, annual incentives and long-term incentives. The goal of the executive compensation program is to attract and retain talent through a mix of short-term and long-term incentives that reward outstanding Company and individual performance and the creation of shareholder value. Base salaries are intended to provide cash compensation at a level appropriate for the Named Officer’s experience and responsibilities. The Company’s incentive compensation, which has historically taken the form of a cash incentive program and stock options, is designed to reward both short-term and long-term strategic management and align a portion of the management incentives with the long-term interests of our shareholders.

**Base Salary.** Base salaries are reviewed annually and may be adjusted in light of individual past performance, tenure, any change in the Named Officer’s position or responsibilities within the Company, or rates of inflation. The Committee reviews the base salary of the Chief Executive Officer and receives recommendations from the Chief Executive Officer regarding base salaries for the other Named Officers. The Named Officers received base salaries during 2011 in the amounts set forth in the Summary Compensation Table under the heading “Salary.” These base salary amounts reflect moderate increases in the base salaries of each of Messrs. Stout, Lewis and Moore from 2010 due to market increases and inflation.

**Cash-Based Incentive Compensation.** Part of the Company’s compensation philosophy is to incentivize its Named Officers using cash-based incentive compensation tied primarily to Company goals. The Committee approves the payment of annual cash incentive compensation, if earned, because the Company believes they reward executives for achieving the shorter-term goals of the Company.

All Named Officers participate in the Company’s Cash Incentive Performance Program (the “CIPP”) under which they are eligible to receive a cash payment based on performance targets in accordance with the Amended and Restated 2004 Equity Incentive Plan. Performance targets are set annually by the Committee and communicated to participants. The amount of the cash payment is a percentage of the officer’s annual base salary. Each participant in the CIPP is assigned an annual award target expressed as a percentage of the participant’s base salary. This annual award target is generally determined based on his ability to influence profitability, meet the Company’s stated objectives of operational excellence and ensure the integrity of the Company’s financial statements and reputation of the Company in the business community. In addition, the Committee has the discretionary authority to modify the annual award target based on its assessment of the individual’s performance.

The CIPP is designed to provide 100% of a participant's annual award target for achieving targeted performance, 50% of a participant's annual award target for achieving a minimum acceptable (threshold) level of performance, and up to a maximum of 200% of a participant's annual award target for achieving maximum performance, but subject to a maximum payment of 100% of base salary. Payouts between the threshold and maximum amounts are calculated by the Committee following its consideration of Company performance. No payments will be made for performance below the threshold level.



The Committee did not set performance targets or make incentive cash payments under the CIPP for 2010 as a result of then-prevailing economic conditions.

The performance targets for 2011 were calculated based on the Company achieving designated levels of earnings before net interest expense, income taxes, depreciation, amortization, pre-opening expense, certain impairment charges, if applicable, any stock option expense and any change in deferred compensation accruals that result from interest rate changes (the "Adjusted EBITDA"). The amount of the potential cash incentive for Mr. Stout for 2011 performance ranged from 17.5% of base salary if the Company's Adjusted EBITDA performance achieved acceptable threshold levels to 70% of base salary if the Company's Adjusted EBITDA performance exceeded a maximum performance target. For Mr. Lewis, the potential cash incentive for 2011 ranged from 15% of base salary to 60% of base salary. For Mr. Moore, the potential cash incentive for 2011 ranged from 12.5% of base salary to 50% of base salary.

Because the Company did not achieve the threshold Adjusted EBITDA performance levels established by the Committee for 2011, no cash incentive payments were made under the CIPP with respect to 2011.

As described in Exhibit (10)(ee) to the Original Form 10-K filed with the Commission, the Committee has established performance targets pursuant to the CIPP for 2012 and the Company's Named Officers will be eligible to receive incentive cash payments if the Company achieves designated performance levels of Adjusted EBITDA.

**Equity-Based Compensation.** The Company has historically awarded non-qualified or incentive stock options to its Named Officers under shareholder-approved plans on a periodic basis. The Company believes that the vesting feature of stock options closely aligns Named Officers' interests with those of other shareholders because when the price of the Company's stock increases from the price on the date of grant over the life of the stock option, the employee realizes value commensurate with increases to shareholder value generally.

Stock options generally are granted to all officers and other key employees, have a seven or ten-year term and an exercise price equal to or greater than the closing market price of the underlying shares of the Company's Common Stock on the date of grant. The number of options granted to each Named Officer is based on the Company's conclusions on the sufficiency of the Company's cash compensation and other benefits available to the Named Officer. Because the Company believes a larger portion of more senior executives' compensation should be tied to the Company's performance, a larger number of options are granted to the more senior executive officers, decreasing incrementally based on position. The Company made no stock option awards to the Named Officers in 2010. On August 8, 2011, the Company made grants of 100,000, 35,000 and 15,000 stock options to Messrs. Stout, Lewis and Moore, respectively, all at an exercise price of \$5.50 (the market price of the Company's stock on the date of the grant). All of the options granted to the Named Officers in 2011 vest ratably over four years and have seven year terms. Options granted in 2011 are subject to accelerated vesting upon a change in control as defined in the Amended and Restated 2004 Equity Incentive Plan.

**Cash Bonuses.** On occasion, the Company has awarded discretionary cash bonus payments to its Named Officers to reward superior individual performance during a fiscal year. For fiscal year 2010, the Committee determined to award modest discretionary bonus payments in the amounts shown in the Summary Compensation Table to its Named Officers other than Mr. Stout to reward them for their individual performance during that year. Mr. Stout asked not to be considered for a bonus for fiscal year 2010. No discretionary bonuses were paid for 2011.

**Employment Agreements.** On December 26, 2008, the Company entered into employment agreements with Messrs. Stout, Lewis and Moore. The agreements provide that each of the Named Officers will continue to serve in their current offices and such other office or offices to which he may be appointed or elected by the Board of Directors of the Company for the term of the agreement. Following the initial three-year term, each agreement is subject to

successive one-year automatic renewals unless either party gives written notice to the other party not less than 90 days prior to the end of the then-current term that it is electing not to extend the agreement. Each agreement provides for the Named Officer to continue to receive his current annual base salary as well as customary benefits, including remuneration pursuant to the Company's cash compensation incentive plans (assuming applicable performance targets are met) or any long-term incentive award plans offered generally to executives of the Company and health insurance. Pursuant to the terms of each agreement, the Company will also reimburse the Named Officer for all reasonable business expenses incurred by such Named Officer in performance of his duties. Compensation payable under the agreements is subject to annual review by the Committee of the Board of Directors, and may be increased as the Committee deems advisable.

Each agreement provides for certain payments upon the termination of the Named Officer's employment. Details of these payments and obligations are discussed below under the heading "Potential Payments Upon Termination or Change in Control." Pursuant to the terms of each of the agreements, each Named Officer is prohibited from competing with the Company during the term of his employment and for a period of one year following termination of employment if the Named Officer receives payments under the employment agreements in connection with termination without "cause" or by the Named Officer for "good reason." The Named Officer is also subject to certain confidentiality, non-disclosure and non-solicitation provisions.

Retirement Benefits. For over 30 years, the Company has provided a vested salary continuation benefit as the primary retirement benefit for its senior executives, including the Named Officers. Each Named Officer receives this retirement benefit through Amended and Restated Salary Continuation Agreements between the Company and the Named Officer. A description of the vested salary continuation benefits provided to each Named Officer under these agreements is described below under "Potential Payments upon Termination or Change in Control." In addition, the Company provides its Named Officers certain other retirement benefits, including participation in the Company's 401(k) plan and a non-qualified deferred compensation plan. Each plan allows the Named Officer to defer a portion of his compensation income on a pre-tax basis through contributions to the plan. The Company will match 25% of the Named Officer's total elective contributions up to 3% of the Named Officer's compensation for the Plan year (taking into account elective contributions to both plans). Earnings, gains and losses on deferral accounts under the non-qualified deferred compensation plan are determined quarterly and credited to participant accounts based on the gains or losses of hypothetical measurement funds selected by the plan's administrative committee. The Company does not provide above-market or preferential earnings on deferred compensation. In addition, the Company maintains an Employee Stock Ownership Plan ("ESOP"). The ESOP is a modest tax-advantaged retirement benefit plan funded by shares of Company Common Stock available to all employees with at least 1,000 hours of service during the 12-month period subsequent to their hire date, or any calendar year thereafter, and who are at least 21 years of age. Three years of service with the Company are generally required for a participant's account to vest. Shares held under the ESOP are distributed to participants upon their termination or retirement. In each of 2011 and 2010, the Company made a cash contribution of \$50,000 to the ESOP that was used to purchase shares of Company Common Stock in the open market. Shares purchased by the ESOP during each year are allocated pro-rata to all employee participants in proportion to their compensation for the year. Allocations to the accounts of Named Officers did not exceed \$500 in either of 2011 or 2010.

## OUTSTANDING EQUITY AWARDS AT 2011 FISCAL YEAR-END TABLE

The following table summarizes the number of outstanding equity awards held by each of the Named Officers as of January 1, 2012.

| Name               | Option Awards(1)  |   |  |                            |                   |                        |
|--------------------|---|---|--|----------------------------|-------------------|------------------------|
|                    | Number of Securities Underlying Unexercised Options (#) Exercisable | Number of Securities Underlying Unexercised Options (#) Unexercisable | Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#) | Option Exercise Price (\$) | Option Grant Date | Option Expiration Date |
| Lonnie J. Stout II | 40,000  |   | N/A  | 9.50                       | 12/21/05(2)       | 12/21/15               |
|                    | 10,000  |   |  | 8.22                       | 12/21/05(2)       | 12/21/15               |
|                    | 12,500  |   |  | 13.09                      | 05/15/07(3)       | 05/15/14               |
|                    | 43,750  |   |  | 15.00                      | 05/15/07(3)       | 05/15/14               |
|                    | 16,875  | 5,625   |  | 6.10                       | 07/24/08(3)       | 07/24/15               |
|                    | 80,000  | 80,000  |  | 4.10                       | 11/23/09(3)       | 11/23/16               |
| R. Gregory Lewis   |   | 100,000   |  | 5.50                       | 08/08/11(3)       | 08/08/18               |
|                    | 10,000  |   | N/A  | 9.50                       | 12/21/05(2)       | 12/21/15               |
|                    | 30,000  |   |  | 8.22                       | 12/21/05(2)       | 12/21/15               |
|                    | 6,250   |   |  | 13.09                      | 05/15/07(3)       | 05/15/14               |
|                    | 11,250  | 3,750   |  | 6.10                       | 07/24/08(3)       | 07/24/15               |
|                    | 10,000  | 10,000  |  | 4.10                       | 11/23/09(3)       | 11/23/16               |
| J. Michael Moore   |   | 35,000  |  | 5.50                       | 08/08/11(3)       | 08/08/18               |
|                    | 5,000   |   | N/A  | 4.25                       | 07/22/03(4)       | 07/22/13               |
|                    | 10,000  |   |  | 9.50                       | 12/21/05(2)       | 12/21/15               |
|                    | 20,000  |   |  | 8.22                       | 12/21/05(2)       | 12/21/15               |
|                    | 5,000   |   |  | 13.09                      | 05/15/07(3)       | 05/15/14               |
|                    | 7,500   | 2,500   |  | 6.10                       | 07/24/08(3)       | 07/24/15               |
|                    | 5,000   |   | 4.10   | 11/23/09(3)                | 11/23/16          |                        |
|                    |   | 15,000  |  | 5.50                       | 08/08/11(3)       | 08/08/18               |

(1) Represents options granted pursuant to the Company's equity incentive plans. All currently outstanding options have a term of seven or ten years from the grant date.

(2) Options vested on grant date.

(3) Options vest in four equal installments on the first, second, third and fourth anniversaries of the grant date.

(4) Options vested in three equal installments on the first, second and third anniversaries of the grant date.



## POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

### Overview

Payments Pursuant to the Employment Agreements. Under each of the legacy employment agreements discussed above under “Narrative Disclosure to Summary Compensation Table,” if the Company terminates the employment of the Named Officer with “cause,” or the Named Officer terminates employment without “good reason,” the Company is required to pay the Named Officer his salary, prior year bonus (if any) and benefits already earned but unpaid through the date of such termination. If the Company terminates the employment of Mr. Stout or Mr. Lewis without “cause,” including non-renewal by the Company or if Mr. Stout or Mr. Lewis resigns for “good reason,” Mr. Stout or Mr. Lewis will receive the foregoing and will also be entitled to receive (i) a lump sum cash payment equal to 2.99 times his base salary then in effect, (ii) a lump sum cash payment equal to 2.99 times the higher of a) the cash bonus paid, or earned but not yet paid, in respect of the previous fiscal year or b) the average bonus paid, or earned but not yet paid, in respect of the last three fiscal years, and (iii) health insurance benefits substantially commensurate with the Company’s standard health insurance benefits for Mr. Stout or Mr. Lewis and his spouse and dependents for a period of two years. For Mr. Moore, the applicable severance amounts payable under his employment agreement in the event of his termination without “cause” or resignation for “good reason” is 2.00 times salary and applicable bonus; Mr. Moore will also be entitled to the same health insurance benefits as set forth above for Mr. Stout and Mr. Lewis. For Mr. Stout and Mr. Lewis, who are also parties to Severance Benefits Agreements entitling them to 18 months’ salary upon termination by the Company without “cause” or resignation for “reason,” the applicable severance amounts payable under the employment agreements in the event of termination without “cause” and for “good reason” are reduced by amounts actually paid under the executive’s Severance Benefits Agreement.

Under the employment agreements, in the event of termination without “cause” or if the Named Officer resigns for “good reason,” each in connection with a “change in control,” each Named Officer will be entitled to receive the severance payments and benefits described above, including a payment of 2.99 times salary and applicable bonus amounts. In addition, all unvested equity incentive plan awards held by the Named Officer will vest upon a termination in connection with a change of control and health insurance benefits will continue for a period of three years. In the employment agreements “change in control” is defined to include (i) the acquisition of 35% or more of the combined voting power of the then outstanding securities of the Company by any person, entity or group; (ii) the change in ownership of a majority of the combined voting power of the then outstanding securities of the Company as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination transaction, sales of all or substantially all assets or contested election, or any combination of the foregoing; or (iii) a change, during any period of two consecutive years, in a majority of the directors of the Company, unless such newly elected directors were approved by a vote of at least two-thirds of the directors in office at the beginning of such period.

In addition to the payments noted above, the employment agreements provide the Named Officers upon any termination: accrued but unpaid base salary through the date of termination; accrued but unpaid vacation pay; unreimbursed employment related expenses; and any other benefits owed to the executive under the Company’s employee benefit plans and policies or applicable law. Each Named Officer is also subject to certain non-solicitation and non-competition covenants for a term of one year following termination. The legacy employment agreements also provide for certain tax reimbursement payments to the extent any payment made under the employment agreement becomes subject to excise taxes, interest or penalties.

Payments Made Pursuant to the Legacy Severance Benefits Agreements. In 1989, the Company entered into Severance Benefits Agreements with Mr. Stout and Mr. Lewis pursuant to which Mr. Stout and Mr. Lewis would receive lump sum payments representing 18 months of their salaries upon termination by the Company without “cause” or resignation by Mr. Stout or Mr. Lewis for “reason.” Under the Severance Benefits Agreements, Mr. Stout or Mr. Lewis has “reason” to terminate his employment if his present job responsibilities change or there is a decrease in his compensation or some other economic loss. Under the Severance Benefits Agreements, Mr. Stout and Mr. Lewis

would not be entitled to severance benefits if either were terminated for “cause.” Under the Severance Benefits Agreements, the Company will have “cause” only if termination was the result of an act or acts of dishonesty by the Named Officer constituting a felony and resulting in or intended to result in substantial gain or personal enrichment at the expense of the Company. As described above, any payments actually made under the Severance Benefits Agreements to Mr. Stout or Mr. Lewis will offset and reduce any amounts that become payable under their respective employment agreement.

Payments Made Pursuant to the Amended and Restated Salary Continuation Agreements. The Company is also a party to Amended and Restated Salary Continuation Agreements with its Named Officers that provide for annual retirement benefits payable upon termination of employment. These annual retirement benefits were implemented by the Company over 30 years ago and are the primary retirement benefit for Named Officers. The amounts described below assume that terminations occurred as of January 1, 2012.

The Amended and Restated Salary Continuation Agreements, which may be updated or replaced by new agreements from time to time prior to a change in control, provide for an annual retirement benefit of 50% of the employee's base salary on the date of his termination of service with the Company for any reason other than death if such termination occurs on or after attaining the age of 65. For the purpose of calculating retirement benefits, base salary is determined as the greater of actual base salary on the date of termination or the average base salary for the three full fiscal years immediately preceding termination. The retirement benefit is payable over 15 years commencing within 30 days of the employee's retirement. The same benefit is available to the beneficiaries of an employee who dies while in office, but after age 65. The Amended and Restated Salary Continuation Agreements also provide that in the event an employee dies while in the employ of the Company before attaining the age of 65, his beneficiaries will receive specified benefit payments for a period of ten years, or until such time as the employee would have attained age 65, whichever period is longer. The payments in this instance are 100% of the employee's base salary at the time of death for the first year after death and 50% of the employee's base salary at the time of death each year thereafter in the death benefits period. The annual payment for the first year after death for Messrs. Stout, Lewis and Moore would be \$415,000, \$216,500 and \$170,700, respectively, based on current salaries.

The Amended and Restated Salary Continuation Agreements also provide for a vested benefit for each officer upon termination of service with the Company for any reason other than death prior to age 65. The vested benefit will be based on the employee's base salary as of the date of termination, subject to certain minimum benefit levels. For Messrs. Stout and Lewis, the vested benefit is an annual benefit equal to the greater of fifty percent (50%) of the employee's base salary as of the employee's termination date or a designated minimum annual amount, each paid in equal monthly installments for a period of fifteen years commencing once the employee subsequently attains the age of 65. For Mr. Moore, the vested benefit is a lump sum payable within 30 days of termination equal to the greater of the present value as of the date of payment (using a seven percent (7%) discount rate) of fifty percent (50%) of Mr. Moore's base salary as of the date of termination as if paid in equal monthly installments, beginning when Mr. Moore would reach age 65, for a period of 15 years or a minimum lump sum. The designated minimum payments for each employee are based on the scheduled minimum lump sum vested benefits under the Salary Continuation Agreements previously held by the officers. The Company's obligations under the Amended and Restated Salary Continuation Agreements, if termination had occurred on January 1, 2012, are described in the table below. Directors of the Company who are not also executive officers or employees are not parties to a Salary Continuation Agreement.

If a termination of service had occurred on January 1, 2012, the annual retirement benefit for each of Mr. Stout, Mr. Lewis and Mr. Moore under the Amended and Restated Salary Continuation Agreements would have been \$207,500, \$108,250 and \$85,350, respectively, based on current salaries. Payments to Mr. Stout and Mr. Lewis would have been scheduled to commence once the executive attained the age of 65. Mr. Moore would have received a lump sum payment based on the present value of the annual retirement benefit.



The following table summarizes the obligations of the Company under the employment agreements, the Severance Benefits Agreements and the Amended and Restated Salary Continuation Agreements to the Named Officers upon termination or a change in control that occurred on January 1, 2012:

| Name                                | Termination by<br>Company for Cause;<br>by Executive Without<br>Good Reason; or the<br>Result of Disability | Termination by<br>Company Without<br>Cause or by Executive<br>for Good Reason not<br>Following a Change in<br>Control | Termination by<br>Company Without<br>Cause or by Executive<br>for Good Reason<br>Following a Change in<br>Control |
|-------------------------------------|---|---|---|
| <b>Lonnie J. Stout II</b>           |   |   |   |
| Employment Agreement(1)             | -   | \$618,350   | \$618,350   |
| Severance Benefits<br>Agreement(2)  | -   | \$622,500   | \$622,500   |
| Salary Continuation<br>Agreement(3) | \$2,420,435   | \$2,420,435   | \$2,420,435   |
| <b>R. Gregory Lewis</b>             |   |   |   |
| Employment Agreement(1)             | -   | \$430,255   | \$430,255   |
| Severance Benefits<br>Agreement(2)  | -   | \$324,750   | \$324,750   |
| Salary Continuation<br>Agreement(3) | \$970,673   | \$970,673   | \$970,673   |
| <b>J. Michael Moore</b>             |   |   |   |
| Employment Agreement(1)             | -   | \$389,400   | \$582,153   |
| Severance Benefits<br>Agreement(2)  | -   | -   | -   |
| Salary Continuation<br>Agreement(3) | \$324,985   | \$324,985   | \$324,985   |
| <b>Total</b>                        | <b>\$3,716,093</b>  | <b>\$6,101,348</b>  | <b>\$6,294,101</b>  |

(1) Termination amounts payable to each Named Officer under the Employment Agreements are payable as lump sum payments. For Messrs. Stout and Lewis, payments under their respective Employment Agreements are reduced by amounts actually paid under their Severance Benefits Agreements.

(2) Termination amounts payable to Messrs. Stout and Lewis under the Severance Benefits Agreements are payable as lump sum payments. Amounts represent 18 months of base salary. Mr. Moore is not a party to a Severance Benefits Agreement.

(3) Assuming a termination on January 1, 2012, amounts indicated for Messrs. Stout and Lewis represent the present value of benefits to be paid over a period of fifteen years which would have been scheduled to commence once Mr. Stout or Mr. Lewis attain the age of 65. Mr. Moore would have received a lump sum payment.

Upon termination by the Company without cause or by the Named Officer for good reason, or upon termination as the result of disability, each Named Officer would be eligible for certain continued health insurance benefits for him and his dependents, for a period of two years or for a period of three years upon a termination in connection with a change in control. Outstanding stock option awards would be subject to accelerated vesting upon a change in control as

defined above. No payments would be made upon a change in control not involving a termination.

## DIRECTOR COMPENSATION

| Name                | Fees Earned or<br>Paid in Cash<br>(\$)(1) | Option<br>Awards<br>\$(2) | Total<br>(\$) |
|---------------------|---|---------------------------|---------------|
| E. Townes Duncan    | 37,500                                    | 2,530                     | 40,030        |
| Brenda B. Rector    | 39,000                                    | 2,530                     | 41,530        |
| Joseph N. Steakley  | 39,000                                    | 2,530                     | 41,530        |
| J. Bradbury Reed(3) | 9,250                                     | 0                         | 9,250         |

(1) As described below in the narrative, amounts represent cash payments made for a \$1,250 monthly retainer fee paid to each non-employee director plus a \$1,500 fee for each Board or Committee meeting that a non-employee director attends.

(2) Represents the aggregate grant date fair value of the stock option award granted to the director determined in accordance with ASC Topic 718 "Compensation – Stock Compensation." For additional information on the assumptions made in the valuation for the current year awards reflected in this column, please see Note H to the Consolidated Financial Statements contained in the Original Form 10-K. As of January 1, 2012, the below-listed directors had the following stock options outstanding, which as described below were previously granted in consideration for such director's service on the Board of Directors: Mr. Duncan - 10,000; Ms. Rector – 17,000; and Mr. Steakley – 17,000.

(3) J. Bradbury Reed retired from the Company's Board of Directors effective May 24, 2011, and the board size was reduced to four positions.

The above table reflects fees earned or paid in cash during fiscal year 2011 and the aggregate grant date fair value of option awards to non-employee directors in 2011. Currently each director who is not an employee of the Company receives a monthly fee of \$1,250 plus a fee of \$1,500 for each attended meeting of the Board or any Committee of which he or she is a member. These levels of compensation are applicable to 2011 and 2012.

Each director who is not also an employee of the Company is eligible for grants of non-qualified stock options under the Amended and Restated 2004 Equity Incentive Plan. Generally, directors who are not employees of the Company have been awarded options to purchase 10,000 shares of Common Stock upon joining the Board and options to purchase 1,000 shares of Common Stock for each succeeding year of service, with the exercise price equal to the fair market value of the Common Stock on the date of grant. Pursuant to the terms of the Amended and Restated 2004 Equity Incentive Plan, no non-employee director is eligible for a grant of incentive stock options under the Plan.

The Company's Board consists of four positions, three of which are occupied by non-employee directors and one by the Chief Executive Officer.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this Annual Report on Form 10-K/A:

1. The consolidated financial statements of J. Alexander's Corporation and its wholly owned subsidiaries, including the notes thereto, are included in Item 8 of the Original Form 10-K.
2. Financial statement schedules are not included because they are inapplicable or not required, or because the required information is included in the consolidated financial statements or notes thereto, included in Item 8 of the Original Form 10-K.
3. The exhibits required to be filed as part of this report and exhibits incorporated herein by reference to other documents are listed in the Index to Exhibits to this Annual Report on Form 10-K/A beginning on page E-1.

SIGNATURES

Pursuant to the requirements of Section 13 and 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

J. ALEXANDER'S CORPORATION

Date: 5/15/12

By: /s/ Lonnie J. Stout II  
Lonnie J. Stout II  
Chairman, President and Chief Executive Officer

J. ALEXANDER'S CORPORATION

INDEX OF EXHIBITS

| Reference Number per Item 601 of Regulation S-K | Description  |
|---|--|
| (3)(a)(1)                                       | Charter (Exhibit 3(a) of the Registrant's Report on Form 10-K for the year ended December 30, 1990 (File No. 1-8766), is incorporated herein by reference).  |
| (3)(a)(2)                                       | Amendment to Charter dated February 7, 1997 (Exhibit (3)(a)(2) of the Registrant's Report on Form 10-K for the year ended December 29, 1996 (File No. 1-8766), is incorporated herein by reference).   |
| (3)(a)(3)                                       | Amendment to Charter dated March 5, 2012 (Exhibit 3.1 of the Registrant's Report on Form 8-K filed March 6, 2012 (File No. 1-8766), is incorporated herein by reference).  |
| (3)(b)  | Amended and Restated Bylaws as currently in effect. (Exhibit 3.1 of the Registrant's Report on Form 8-K filed October 30, 2007 (File No. 1-8766), is incorporated herein by reference).  |
| (4)(a)  | Rights Agreement, dated as of March 5, 2012, between Registrant and Computershare Trust Company, N.A., (Exhibit 4.1 of the Registrant's Report on Form 8-K filed March 6, 2012 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(a)   | Loan Agreement dated October 29, 2002 by and between GE Capital Franchise Finance Corporation and JAX Real Estate, LLC (Exhibit (10)(b) of the Registrant's quarterly report on Form 10-Q for the quarter ended September 29, 2002 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(b)   | Master Lease dated October 29, 2002 by and between JAX Real Estate, LLC and J. Alexander's Restaurants, Inc. (Exhibit (10)(c) of the Registrant's quarterly report on Form 10-Q for the quarter ended September 29, 2002 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(c)   | Unconditional Guaranty of Payment and Performance dated October 29, 2002 by and between the Registrant and JAX Real Estate, LLC (Exhibit (10)(d) of the Registrant's quarterly report on Form 10-Q for the quarter ended September 29, 2002 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(d)   | Form of Promissory Note for each premises subject to the Loan Agreement dated October 29, 2002 by and between JAX Real Estate, LLC and GE Capital Franchise Finance Corporation (Exhibit (10)(e) of the Registrant's quarterly report on Form 10-Q for the quarter ended September 29, 2002 (File No. 1-8766), is incorporated herein by reference). |
| (10)(e)*  | Form of Severance Benefits Agreement between the Registrant and Messrs. Stout and Lewis (Exhibit (10)(j) of the Registrant's Report on Form 10-K for the year ended December 31, 1989 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(f)*  | 1994 Employee Stock Incentive Plan (incorporated by reference to Exhibit 4(c) of Registration Statement No. 33-77476).   |

- (10)(g)\* First Amendment to 1994 Employee Stock Incentive Plan (Appendix A of the Registrant's Proxy Statement on Schedule 14A for 1997 Annual Meeting of Shareholders, filed April 11, 1997 (File No. 1-8766), is incorporated herein by reference).
- (10)(h)\* Second Amendment to 1994 Employee Stock Incentive Plan (Appendix A of the Registrant's Proxy Statement on Schedule 14A for 2000 Annual Meeting of Shareholders, filed April 3, 2000 (File No. 1-8766), is incorporated herein by reference).
- (10)(i)\* Third Amendment to 1994 Employee Stock Incentive Plan (Appendix B of the Registrant's Proxy Statement on Schedule 14A for 2001 Annual Meeting of Shareholders, filed April 2, 2001 (File No. 1-8766), is incorporated herein by reference).
- (10)(j)\* J. Alexander's Corporation Amended and Restated 2004 Equity Incentive Plan (Exhibit A of the Registrant's Proxy Statement on Schedule 14A for 2007 Annual Meeting of Shareholders, filed April 17, 2007 (File No. 1-8766), is incorporated herein by reference).

| Reference<br>Number per<br>Item 601 of<br>Regulation<br>S-K | Description  |
|---|--|
| (10)(k)*  | Form of Non-qualified Stock Option Agreement under the 2004 Equity Incentive Plan (Exhibit 10.1 of the Registrant's quarterly report on Form 10-Q for the quarter ended September 26, 2004 (File No. 1-8766), is incorporated herein by reference).            |
| (10)(l)*  | Form of Director's Non-qualified Stock Option Agreement under the 2004 Equity Incentive Plan (Exhibit 10.2 of the Registrant's quarterly report on Form 10-Q for the quarter ended September 26, 2004 (File No. 1-8766), is incorporated herein by reference). |
| (10)(m)*  | Form of Incentive Stock Option Agreement under the 2004 Equity Incentive Plan (Exhibit 10.3 of the Registrant's quarterly report on Form 10-Q for the quarter ended September 26, 2004 (File No. 1-8766), is incorporated herein by reference).                |
| (10)(n)*  | Form of 2005 Incentive Stock Option Agreement (Exhibit 10.1 of the Registrant's Report on Form 8-K filed December 28, 2005 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(o)*  | Cash Incentive Performance Program (Exhibit 10(bb) of the Registrant's Report on Form 8-K filed May 20, 2005 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(p)*  | Form of 2007 Incentive Stock Option Agreement (Exhibit 10.02 of the Registrant's Report on Form 8-K filed May 17, 2007 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(q)*  | Employment Agreement with Lonnie J. Stout II dated December 26, 2008 (Exhibit 10.1 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(r)*  | Employment Agreement with R. Gregory Lewis dated December 26, 2008 (Exhibit 10.2 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(s)*  | Employment Agreement with J. Michael Moore dated December 26, 2008 (Exhibit 10.3 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(t)*  | Employment Agreement with Mark A. Parkey dated December 26, 2008 (Exhibit 10.4 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(u)*  | Amended and Restated Salary Continuation Agreement with Lonnie J. Stout II dated December 26, 2008 (Exhibit 10.5 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).                         |
| (10)(v)*  | Amended and Restated Salary Continuation Agreement with R. Gregory Lewis dated December 26, 2008 (Exhibit 10.6 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is  |



incorporated herein by reference).

- (10)(w)\* Amended and Restated Salary Continuation Agreement with J. Michael Moore dated December 26, 2008 (Exhibit 10.7 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).
- (10)(x)\* Amended and Restated Salary Continuation Agreement with Mark A. Parkey dated December 26, 2008 (Exhibit 10.8 of the Registrant's Report on Form 8-K filed January 2, 2009 (File No. 1-8766), is incorporated herein by reference).
- (10)(y)\* J. Alexander's Corporation Deferred Compensation Plan (Exhibit 10.1 of the Registrant's quarterly report on Form 10-Q for the quarter ended March 30, 2008 (File No. 1-8766), is incorporated herein by reference).
- (10)(z)\* Form of Stock Option Cancellation Agreement (Exhibit 10.1 of the Registrant's Report on Form 8-K filed October 29, 2010 (File No. 1-8766), is incorporated herein by reference).
- (10)(aa) Loan Agreement dated May 22, 2009 between the Registrant and Pinnacle National Bank (Exhibit 10.1 of the Registrant's Report on Form 8-K filed May 27, 2009 (File No. 1-8766), is incorporated herein by reference).

| Reference<br>Number per<br>Item 601 of<br>Regulation<br>S-K | Description   |
|---|---|
| (10)(bb)  | First Modification Agreement between the Registrant and Pinnacle National Bank dated April 2, 2010 (Exhibit 10(HH) of the Registrant’s Report on Form 10-K filed April 5, 2010 (File No. 1-8766), is incorporated herein by reference).   |
| (10)(cc)  | Revolving Promissory Note dated May 22, 2009 from the Registrant in favor of Pinnacle National Bank (Exhibit 10.3 of the Registrant’s Report on Form 8-K filed May 27, 2009 (File No. 1-8766), is incorporated herein by reference).  |
| (10)(dd)  | 2011 Executive Compensation Matters (filed with the Original Form 10-K).  |
| (21)  | List of subsidiaries of Registrant (filed with the Original Form 10-K).   |
| (23)  | Consent of Independent Registered Public Accounting Firm (filed with the Original Form 10-K)  |
| (31.1)  | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed with the Original Form 10-K)   |
| (31.2)  | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed with the Original Form 10-K)   |
| (31.1)  | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed with Amendment No.1)   |
| (31.2)  | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed with Amendment No. 1)  |
| (31.1)  | Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed herein)  |
| (31.2)  | Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (filed herein)  |
| (32.1)  | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed with the Original Form 10-K).   |
| (101)   | The following financial statements, formatted in XBRL: (i) Consolidated Statements of Operations for the years ended January 1, 2012, January 2, 2011, and January 3, 2010, (ii) Consolidated Balance Sheets as of January 1, 2012 and January 2, 2011, (iii) Consolidated Statements of Cash Flows for the years ended January 1, 2012, January 2, 2011, and January 3, 2010, (iv) Consolidated Statement of Stockholders’ Equity for the years ended January 1, 2012, January 2, 2011, and January 3, 2010; and (v) Notes to the Consolidated Financial Statements. The information in Exhibit 101 is “furnished” and not “filed,” as provided in Rule 402 of Regulation S-T (filed with the Original Form 10-K). |

\* Denotes executive compensation plan or arrangement.

E-3