J. Alexander's Holdings, Inc.
Form DEFM14A
December 21, 2017
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

Filed by the Registrant Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material under §240.14a-12

J. ALEXANDER S HOLDINGS, INC.

(Name of registrant as specified in its charter)

(Name of person(s) filing proxy statement, if other than the registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11

(1) Title of each class of securities to which transactions applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

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Fee paid previously with preliminary materials.

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(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

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Dear Shareholder,

J. Alexander s Holdings, Inc., (J. Alexander s or the Company) will hold a Special Meeting of Shareholders on January 30, 2018 to approve the Company s acquisition of Ninety Nine Restaurant & Pub (Ninety Nine), a valuable asset and **strong regional competitor** with **excellent financial and operational performance**.

The Company s board of directors (the Board) and management strongly believe this acquisition will **create attractive value for your investment in the Company**. The transaction will be **accretive** to the Company s earnings per share (EPS) and present **meaningful opportunities for cost synergies**, which, if achieved, will drive further accretion.

Pro-forma, **the transaction would have delivered an additional $0.17 to 2016 basic EPS and $0.31 to 2016 fully diluted EPS**, before the impact of any synergies.

Your Board of Directors recommends that you vote FOR this transaction on the enclosed WHITE proxy card TODAY.

THE TRANSACTION PROVIDES SIGNIFICANT VALUE TO SHAREHOLDERS

Substantial Operating and Financial Strength

Ninety Nine has a **tenured and deep management team** that has driven **healthy same-store sales and strong cash flow from operations** (which could be used to repay debt and fuel future acquisitions).

Ninety Nine has developed a **successful competitive position** in an area of the country where **development of new restaurants can be difficult**, with 106 restaurants currently in operation, many of which have been recently remodeled.

Compelling Financial Dynamics

The transaction is expected to be **accretive to earnings per share** of J. Alexander s in future years, (representing an additional $0.17 to 2016 basic EPS and $0.31 to 2016 fully diluted EPS, *pro-forma*) excluding the assumption of synergies.

Management estimates that potential synergies could reach approximately **$1.5 million to $2 million annual positive impact on pre-tax income**.

Increased Scale and New Opportunities for Growth

We believe that Ninety Nine will help the Company achieve more **rapid growth** and increase **the scale of our operations** to better spread public company and management costs.

This transaction is a **compelling strategic opportunity** to expand the Company s business into a concept **insulated from certain competitive challenges**, given its unique management, lengthy operating history and differentiated customer experience.

Termination of Existing Consulting Agreement

As part of the transaction, we intend to terminate the consulting agreement with Black Knight Advisory Services, LLC, which would benefit shareholders by **ending our annual management fee payments.**

Disinterested Shareholder Vote

Certain members of the Board and officers have relationships with Ninety Nine and its affiliates, and, as a result of these potential interests, the Board specifically negotiated that, in addition to any required approvals under applicable law, the transaction should also be submitted for approval by the disinterested shareholders of the Company.

THE TRANSACTION IS THE RESULT OF RIGOROUS NEGOTIATIONS

Following **extensive negotiations over the terms**, the Company negotiated a lower equity valuation for Ninety Nine and a resulting decrease in the number of shares to be issued as consideration. **The valuation of Ninety Nine Restaurants was lowered from $225 million to $199 million, a 12% decrease.**

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The Board believes this transaction is in the best interest of all shareholders. For more information on the transaction, we encourage you to go to the *Background of the Transactions* section of the accompanying proxy statement.

VOTE FOR THE MERGER AGREEMENT AND THE TRANSACTIONS

The Board recommends, subject to the ability of the Board to make a Recommendation Withdrawal (as defined in the Merger Agreement) pursuant to and in accordance with the terms of the Merger Agreement, that Company shareholders vote:

FOR the proposal to approve the Merger Agreement,

FOR the proposal that the Transactions be approved by disinterested shareholders action pursuant to Section 48-18-704 of the TBCA,

FOR the proposal to approve the Reclassification Amendment,

FOR the proposal to approve the Authorized Shares Amendment,

FOR the proposal to approve the CSAA Amendment, and

FOR the proposal to adjourn the Special Meeting, if necessary or advisable, to solicit additional proxies to approve the other proposals to be submitted for a vote at the Special Meeting.

Your vote is very important. To ensure your representation at the J. Alexander s Special Meeting of Shareholders on January 30, 2018, please complete and return the enclosed WHITE proxy card or submit your proxy by telephone or through the Internet.

On behalf of the Board and management team, thank you for your continued support.

Very truly yours,

Lonnie J. Stout II
President & Chief Executive Officer

Frank R. Martire
Chairman of the Board

The accompanying proxy statement is dated December 20, 2017 and is first being mailed on or about December 22, 2017 to the Company s shareholders of record as of the close of business on December 19, 2017.

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3401 West End Avenue, Suite 260

P.O. Box 24300

Nashville, Tennessee 37202

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To the Shareholders of J. Alexander s Holdings, Inc.:

A special meeting (the Special Meeting) of shareholders of J. Alexander s Holdings, Inc., a Tennessee corporation (the Company or we , us or our), will be held at Loews Vanderbilt Hotel, 2100 West End Avenue, Nashville, Tennessee 37203 at 2:00 p.m., central time, on January 30, 2018 for the following purposes:

(1) To consider and vote upon a proposal to approve the Agreement and Plan of Merger, dated August 3, 2017 (the Merger Agreement), by and among the Company, J. Alexander s Holdings, LLC, a Delaware limited liability company and a majority-owned subsidiary of the Company (JAX Op), Nitro Merger Sub, Inc., a Tennessee corporation and a wholly owned subsidiary of JAX Op (Merger Sub), Cannae Holdings, LLC (formerly known as Fidelity National Financial Ventures, LLC), a Delaware limited liability company (FNFV), Fidelity Newport Holdings, LLC, a Delaware limited liability company (FNH and together with FNFV, the Sellers), and 99 Restaurants, LLC, a Delaware limited liability company (99 Restaurants). THE MERGER WILL ONLY OCCUR IF PROPOSALS NO. 2, 3A, 3B AND 4 ARE ALSO APPROVED;

(2) To consider and vote upon a proposal to approve all of the transactions contemplated by the Merger Agreement, including the merger (collectively, the Transactions), by disinterested shareholders action pursuant to Section 48-18-704 of the Tennessee Business Corporation Act (the TBCA);

(3a) To consider and vote upon a proposal to approve an amendment to the Company s current Amended and Restated Charter (the Charter) to (i) reclassify the Company s currently outstanding common stock, par value $0.001 per share (Current Common Stock), as Class A common stock, par value $0.001 per share (Class A Common Stock) and (ii) authorize a new class of Class B common stock of the Company, par value $0.001 per share (Class B Common Stock) (the Reclassification Amendment);

(3b) To consider and vote upon a proposal to approve an amendment to the Charter to increase the number of authorized shares of capital stock of the Company (the Authorized Shares Amendment);

(4) To consider and vote upon a proposal to approve an amendment to the Charter to provide that, following the completion of the Transactions, the Company s capital stock will no longer be subject to the Tennessee Control Share Acquisition Act (the CSAA), and to eliminate a provision that has sunsetted (such

amendment, the CSAA Amendment and collectively with the Reclassification Amendment and the Authorized Shares Amendment, the Charter Amendments); and

(5) To consider and vote upon a proposal to permit the Company to adjourn the special meeting, if necessary or advisable, for further solicitation of proxies if there are not sufficient votes at the originally scheduled time of the special meeting to approve the other proposals to be submitted for a vote at the Special Meeting.

These items of business, including the Merger Agreement and the Transactions, are described in detail in the accompanying proxy statement. A copy of the Merger Agreement is attached as Appendix A to the proxy statement. An unmarked copy of the proposed Second Amended and Restated Charter (the Restated Charter), is attached as Appendix B to the proxy statement, and a blackline illustrating the Charter Amendments, as described herein (strikethrough text showing deletions and thick-underlined text showing additions), is attached as Appendix B-1 to the proxy statement.

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After consideration of a number of factors, which are described in the accompanying proxy statement, the Board has determined that the Merger Agreement and the Transactions are advisable, fair to and in the best interests of the Company and its shareholders. Accordingly, the Board recommends, subject to the ability of the Board to make a Recommendation Withdrawal (as defined in the Merger Agreement) pursuant to and in accordance with the terms of the Merger Agreement, that the Company shareholders vote (a) FOR the proposal to approve the Merger Agreement, (b) FOR the proposal that the Transactions be approved by disinterested shareholders action pursuant to Section 48-18-704 of the TBCA, (c) FOR the proposal to approve the Reclassification Amendment, (d) FOR the proposal to approve the Authorized Shares Amendment, (e) FOR the proposal to approve the CSAA Amendment, and (f) FOR the proposal to permit the Company to adjourn the Special Meeting, if necessary or advisable, to solicit additional proxies to approve the other proposals to be submitted for a vote at the Special Meeting. Please take the time to vote by completing and mailing the enclosed white proxy card or vote your shares via the Internet or by telephone.

Only holders of record of Current Common Stock at the close of business on December 19, 2017 (the Record Date) are entitled to notice of and to vote at the Special Meeting or any adjournment or postponement thereof; provided that only holders of qualified shares as defined in Section 48-18-704 of the TBCA are entitled to vote with respect to Proposal 2. A list of shareholders entitled to vote at the Special Meeting will be made available at the Company s corporate offices located at 3401 West End Avenue, Suite 260, Nashville, Tennessee 37203 during regular business hours beginning two business days after the date of this notice, and will be available at the place of the Special Meeting during the Special Meeting.

Your vote is important. All Company shareholders entitled to notice of, and to vote at, the Special Meeting are cordially invited to attend the Special Meeting in person. **However, to ensure your representation at the Special Meeting, please submit your proxy, either by mail or by telephone or through the Internet with voting instructions.** The submission of your proxy will not prevent you from voting in person, but it will help to secure a quorum and avoid added solicitation costs. Any holder of Current Common Stock entitled to vote who is present at the Special Meeting may vote in person, thereby revoking any previously submitted proxy, if applicable. A proxy may also be revoked in writing at any time before the vote is taken at the Special Meeting. If your shares of Current Common Stock are held in the name of a bank, broker or other fiduciary, please follow the instructions on the voting instruction card furnished to you by such holder.

We urge you to read the accompanying proxy statement, including all documents incorporated by reference into the accompanying proxy statement and its appendices, carefully and in their entirety. If you have any questions concerning the Merger Agreement and the Transactions, the Charter Amendments, the adjournment vote, or the Special Meeting or the accompanying proxy statement, would like additional copies of the accompanying proxy statement or need help voting your shares of Current Common Stock, please contact the Company s proxy solicitor, Georgeson LLC, toll-free at (866) 432-2791.

By Order of the Board of Directors,

Mark A. Parkey

Executive Vice President and Chief Financial Officer

December 20, 2017

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J. ALEXANDER S HOLDINGS, INC.

3401 West End Avenue, Suite 260

P.O. Box 24300

Nashville, Tennessee 37202

PROXY STATEMENT

FOR SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON JANUARY 30, 2018

The enclosed proxy is solicited by and on behalf of the Board for use at the Special Meeting to be held on January 30, 2018, at 2:00 p.m., central time, at Loews Vanderbilt Hotel, 2100 West End Avenue, Nashville, Tennessee 37203 and at any adjournments or postponements thereof, for the purposes set forth in the foregoing Notice of Special Meeting of Shareholders. The enclosed proxy is first being mailed on or about December 22, 2017 to J. Alexander s shareholders of record as of the close of business on December 19, 2017.

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QUESTIONS AND ANSWERS ABOUT THE TRANSACTIONS AND THE SPECIAL MEETING

The following are some of the questions you may have as a Company shareholder and answers to those questions. These questions and answers highlight only some of the information contained in this proxy statement. You should read carefully this entire document, including all appendices hereto, to fully understand the Transactions and the voting procedures for the Special Meeting.

Questions and Answers about the Special Meeting and this Proxy Statement, Generally

Q: Why am I receiving this proxy statement?

A: On August 3, 2017, the Company, JAX Op and Merger Sub entered into the Merger Agreement with 99 Restaurants, FNFV and FNH. Pursuant to the terms of the Merger Agreement, the Company has agreed to acquire 99 Restaurants by merging Merger Sub with and into 99 Restaurants, such that 99 Restaurants will become an indirect subsidiary of the Company. The Board is furnishing this proxy statement in connection with the solicitation of proxies to be voted at the Special Meeting, or at any adjournments or postponements of the Special Meeting, at which the Company s shareholders will be asked to vote to approve the Merger Agreement and the other matters described herein.

Q: When and where is the Special Meeting?

A: The Special Meeting will be held on January 30, 2018 at Loews Vanderbilt Hotel, 2100 West End Avenue, Nashville, Tennessee 37203 at 2:00 p.m., central time.

Q: Where can I find additional information about the Transactions and the Special Meeting?

A: This proxy statement includes important information about the Transactions and the Special Meeting. A copy of the Merger Agreement is attached as Appendix A to this proxy statement, a copy of the Restated Charter is attached as Appendix B to this proxy statement, and a blackline illustrating the Charter Amendments, as described herein (strikethrough text showing deletions and thick-underlined text showing additions), is attached as Appendix B-1 to the proxy statement. Company shareholders should read this information carefully and in its entirety.

In addition, copies of certain reports and statements that the Company has previously filed with the Securities and Exchange Commission (the Commission) may be obtained by any shareholder without charge by making a request through our Investor Relations website at http://investor.jalexandersholdings.com or by written request addressed to: J. Alexander s Holdings, Inc., P.O. Box 24300, Nashville, Tennessee 37202, Attention: Corporate Secretary.

Q: Who can help answer my questions?

A: Company shareholders should call Georgeson LLC, the Company s proxy solicitor, toll-free at (866) 432-2791, with any questions about the Transactions or the Special Meeting, or to obtain additional copies of this proxy statement, white proxy cards or voting instruction forms.

Q: What does it mean if I receive more than one proxy?

A: It means that you hold shares of Current Common Stock in multiple accounts. Please complete and return all proxies to ensure that all of your shares of Current Common Stock are voted in accordance with your instructions.

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Q: Who is paying for the costs of this proxy solicitation?

A: The Company pays the costs of soliciting proxies. Upon request, the Company will reimburse brokers, dealers, banks and trustees, or their nominees, for reasonable expenses incurred by them in forwarding proxy materials to beneficial owners of shares of our Current Common Stock.

Questions and Answers about Voting

Q: What are the proposals on which I am being asked to vote?

A: You are being asked to vote on the following proposals (and the Board recommends that you vote FOR):

Proposal 1: To approve the Merger Agreement;

Proposal 2: To approve the Transactions by disinterested shareholders action pursuant to Section 48-18-704 of the TBCA;

Proposal 3a: To approve an amendment to the Charter to (i) reclassify Current Common Stock as Class A Common Stock and (ii) authorize a new class of Class B Common Stock of the Company;

Proposal 3b: To approve an amendment to the Charter to increase the number of authorized shares of capital stock of the Company;

Proposal 4: To approve an amendment to the Charter to provide that, following the completion of the Transactions, the Company s capital stock will no longer be subject to the Tennessee Control Share Acquisition Act and to eliminate a provision that has sunsetted;

Proposal 5: To approve a proposal to permit the Company to adjourn the Special Meeting, if necessary or advisable, for further solicitation of proxies if there are not sufficient votes at the originally scheduled time of the special meeting to approve the other proposals to be submitted for a vote at the Special Meeting.

We will not act on any of the above proposals 1, 2, 3a, 3b or 4 unless each such proposal is approved and the closing of the Transactions (the Closing) is occurring.

Q: Does the Company s Board recommend voting in favor of the proposals?

A: Yes. After careful consideration and rigorous negotiations the Board unanimously approved the Merger Agreement and the Transactions and determined that the Merger Agreement and the Transactions were advisable, fair to and in the best interests of the Company and its shareholders. As a result, the Board recommends that you vote FOR each of the proposals.

Q: What material factors and benefits did the Board consider in reaching its determination to recommend the Transactions as in the best interest of the Company and its shareholders?

A: In reaching its decision that the Transactions are advisable, fair to and in the best interest of the Company and its shareholders, and in reaching its recommendation that the shareholders approve the Transactions and adopt the Merger Agreement, the Board considered a number of a factors, including the following material factors and benefits of the Transactions, which the Board viewed as supporting its recommendation:

99 Restaurants has a tenured and deep management team that has driven healthy same-store sales and cash surplus (which could be used to repay debt and fuel future acquisitions).

99 Restaurants has developed a successful competitive position in an area of the country where development of new restaurants can be difficult, with 106 restaurants currently in operation, many of which have been recently remodeled.

The Transactions are expected to be accretive to earnings per share (EPS) of the Company in future years (representing an additional $0.17 to 2016 basic EPS, pro-forma), excluding the assumption of synergies.

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The Company s management estimates that potential synergies could reach approximately $1.5 million to $2 million annual impact on pre-tax income, and approximately $0.6 million to $1.1 million annual impact on the Company s Adjusted EBITDA. For our definition of and a reconciliation of Adjusted EBITDA, See *The Transactions Financial Projections Historical and Projected Adjusted EBITDA and Free Cash Flow and Non-GAAP Reconciliations* on page 64 of this proxy statement.

As part of the Transactions, the Company intends to terminate the consulting agreement (the Consulting Agreement) between the Company and Black Knight Advisory Services, LLC, a Delaware limited liability company (BKAS), which would benefit shareholders by terminating the Company s annual management fee payments.

For a complete discussion of the Board s reasons for approving the Transactions, see the sections entitled *The Transactions Recommendation of the Company s Board of Directors* beginning on page 57 of this proxy statement and *The Transactions The Company s Board of Directors Reasons for Approving the Transactions* beginning on page 51 of this proxy statement.

Q: Did the Board consider material negative factors in connection with the Transactions?

A: Yes, the Board considered material negative factors in its deliberations concerning the Merger Agreement and the Transactions, including such factors as potential conflicts of interest, the highly competitive casual dining bar and grill segment in which 99 Restaurants operates and elements of the negotiated transaction such as the termination fee under the Merger Agreement, which could become payable in certain circumstances. Material negative factors considered by the Board are discussed in the section entitled *The Transactions Recommendation of the Company s Board of Directors* beginning on page 57 of this proxy statement. In addition to the material negative factors discussed above, the Board considered the risk factors that are described in the section entitled *Risk Factors* beginning on page 30 of this proxy statement.

Q: Who is entitled to vote at the Special Meeting?

A: All Company shareholders of record as of the close of business on December 19, 2017, the Record Date, are entitled to vote on each of the proposals (other than Proposal 2, on which only holders of record of the outstanding shares of Current Common Stock that constitute qualified shares as defined in Section 48-18-704 of the TBCA (such shares, Qualified Shares) as of the Record Date will be entitled to vote) at the Special Meeting or any adjournments or postponements thereof. Each shareholder is entitled to one vote per each share of Current Common Stock held by such shareholder on the Record Date with respect to all proposals other than Proposal 2, on which only holders of Qualified Shares will be entitled to one vote per each Qualified Share held by such holder.

Q: What shares will constitute Qualified Shares for purposes of the vote of disinterested shareholders on Proposal 2?

A: Under Section 48-18-704 of the TBCA, Qualified Shares means all shares entitled to be voted with respect to the relevant proposal except for shares that the Company knows, or is notified, are held by either (i) a director or officer of the Company who has a conflicting interest respecting the proposed transaction, or (ii) a related person of the respective director or officer. A director or officer who has a conflicting interest respecting the Transaction will be required to notify the Company, in writing, prior to the Special Meeting, of the number of shares that such director or officer knows are not Qualified Shares within the foregoing definition. We anticipate that approximately 86% of the outstanding shares of Current Common Stock will be deemed Qualified Shares for purposes of the vote of disinterested shareholders on Proposal 2.

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Q: What vote is required to approve the proposals?

A: The following are the vote requirements for each of the proposals:

Proposal 1 (*Approval of Merger Agreement*): The affirmative vote of the holders of a majority of the outstanding shares of Current Common Stock entitled to vote thereon is required to approve Proposal 1.

Proposal 2 (*Conflicting Interest Approval*): The affirmative vote of a majority of the votes cast by the holders of the outstanding shares of Current Common Stock that constitute Qualified Shares within the meaning of Section 48-18-704 of the TBCA (such approval, the Conflicting Interest Approval) where a quorum (i.e., a majority) of Qualified Shares is present or represented at the Special Meeting is required to approve Proposal 2.

Proposal 3a (*Reclassification Amendment*): Pursuant to the terms of the Merger Agreement, the affirmative vote of the holders of a majority of the outstanding shares of Current Common Stock entitled to vote thereon is required to approve Proposal 3a.

Proposal 3b (*Authorized Shares Amendment*): Pursuant to the terms of the Merger Agreement, the affirmative vote of the holders of a majority of the outstanding shares of Current Common Stock entitled to vote thereon is required to approve Proposal 3b.

Proposal 4 *(CSAA Amendment*): The affirmative vote of the holders of 66 $^{2/3}$ % of the outstanding shares of Current Common Stock entitled to vote thereon is required to approve Proposal 4.

Proposal 5 (*Adjournment of the Special Meeting, if Necessary*): The votes cast in favor of Proposal 5 must exceed the votes cast against Proposal 5 in order to approve Proposal 5.

All outstanding shares of Current Common Stock will be entitled to vote on Proposals 1, 3a, 3b, 4 and 5. We anticipate that approximately 86% of the outstanding shares of Current Common Stock will be deemed Qualified Shares for purposes of the vote of disinterested shareholders on Proposal 2.

The approval of each of Proposals 1, 2, 3a, 3b and 4 are conditions to the Closing. If such proposals are not approved, the Transactions will not occur as contemplated by the Merger Agreement, and either of 99 Restaurants and JAX Op will have the right to terminate the Merger Agreement. The approval of Proposal 5 is not a condition to the obligation of the parties to the Merger Agreement to close the Transactions.

Q: How do I vote?

A: You may sign and date each paper proxy card you receive and return it in the prepaid envelope. If you return your signed white proxy card but do not indicate your voting preferences, we will vote on your behalf FOR the proposals specified in this proxy statement. You may also follow the instructions on the white proxy card to submit voting instructions for your shares via the Internet or by telephone.

Q: How may I revoke or change my vote?

A: You have the right to revoke your proxy any time before the Special Meeting by notifying our Corporate Secretary of your revocation or returning a later-dated proxy. The last vote received chronologically will supersede any prior vote. You may also revoke your proxy by voting in person at the Special Meeting. Attendance at the Special Meeting, without voting at the Special Meeting, will not in and of itself serve as a revocation of your proxy.

Q: If my shares of Current Common Stock are held in street name by my broker or other nominee, will my broker or other nominee vote my shares for me?

A: Your broker will vote your shares of Current Common Stock with respect to the proposals set forth in the accompanying notice to shareholders only if you provide instructions on how to vote by completing and returning a proxy card or instruction form provided to you by your broker.

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Q: What happens if I fail to submit a proxy or vote in person at the Special Meeting, abstain from voting or fail to give voting instructions to my broker or other nominee if I hold my shares of Current Common Stock in street name ?

A: If you fail to submit a proxy card (whether by mail, telephone or the Internet), vote in person at the Special Meeting or give voting instructions to your broker or other nominee, your shares of Current Common Stock will not be counted as present for purposes of determining the existence of a quorum. Abstentions will be counted as present for purposes of determining the existence of a quorum. The failure to submit a proxy or voting instruction and abstentions will have the following effects on each of the proposals:

Proposal 1 (*Approval of Merger Agreement*): A shareholder s failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of a shareholder who holds his or her shares in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST Proposal 1.

Proposal 2 (*Conflicting Interest Approval*): A holder of Qualified Shares failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of such shareholder who holds his or her shares in street name through a broker or other nominee to give voting instructions to such broker or other nominee, will have no effect on Proposal 2, assuming that a quorum of Qualified Shares (i.e., a majority of Qualified Shares) is present or represented at the Special Meeting.

Proposal 3a (*Reclassification Amendment*): A shareholder s failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of a shareholder who holds his or her shares in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST Proposal 3a.

Proposal 3b (*Authorized Shares Amendment*): A shareholder s failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of a shareholder who holds his or her shares in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST Proposal 3b.

Proposal 4 *(CSAA Amendment*): A shareholder s failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of a shareholder who holds his or her shares in street name through a broker or other nominee to give voting instructions to such broker or other nominee will have the same effect as a vote AGAINST Proposal 4.

Proposal 5 (*Adjournment of the Special Meeting, if Necessary*): A shareholder s failure to submit a white proxy card or to vote in person at the Special Meeting, an abstention from voting, or the failure of such shareholder who holds his or her shares in street name through a broker or other nominee to give voting

instructions to such broker or other nominee will have no effect on Proposal 5, assuming a quorum of shares of Current Common Stock is present or represented at the Special Meeting.

Q: Will I have dissenters rights with respect to the Transactions?

A: No. Company shareholders will not have dissenters rights with respect to the Transactions.

Questions and Answers about Conflicts of Interest and the Disinterested Shareholders Vote

Q: Do any of the Company s directors or executive officers have interests in the Transactions that may be different from or in addition to the interests of the Company s shareholders? Why is there a Conflicting Interest Approval by a vote by disinterested shareholders?

A: In considering the recommendation of the Board with respect to the Transactions, you should be aware that certain Company directors and executive officers have interests in the Transactions that are different from, or in addition to, those of the Company s shareholders generally. The Board was aware of its members relationships with 99 Restaurants and its affiliates, and, as a result of these potential interests, the Board specifically negotiated that, in addition to any required approvals under applicable law, the Transactions

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also be submitted for approval by a disinterested shareholders action pursuant to Section 48-18-704 of the TBCA, the approval mechanism provided by Tennessee corporate law for disinterested shareholder approval of a transaction where a director or officer conflict exists. These interests include:

Ownership Interests in Parties to Transactions. Certain of our directors and executive officers hold direct or indirect ownership interests in counterparties to the Transactions, including Fidelity National Financial, Inc., a Delaware corporation (FNF), FNFV, FNH and BKAS. As a result, these directors and executive officers may receive certain economic benefits from the Transactions that will be different from, or in addition to, the benefits that are expected to inure to the Company s shareholders generally as a result of the Transactions. For instance, BKAS will receive a termination payment from the Company and its profits interest units will fully vest upon the Closing and become exchangeable for Class A Common Stock for a period of 90 days. See *Ancillary Agreements Black Knight Termination Agreement* beginning on page 103 of this proxy statement.

*Positions of Management within Parties to Transaction*s. Certain of our directors and executive officers hold or previously held positions within the management teams of counterparties to the Transactions, and related parties, including FNF, FNFV, FNH and BKAS, including as board members or management executives, and as a result of such positions, receive compensation payments related to the performance of those counterparties, which may include compensation payments made in connection with the Transactions. We are not aware of any specific payments to which any such persons may be entitled.

Treatment of Company Equity Awards. Each of our directors and executive officers has in the past been granted stock options under the J. Alexander s Holdings, Inc. 2015 Equity Incentive Plan, as amended (the Stock Plan). Because the Transactions will constitute a change in control of the Company under the Stock Plan, outstanding stock options that remain subject to vesting will vest in connection with the Transactions and thereafter become exercisable. No cash payments will be made as a result of the vesting of previously unvested options.

Contractual Change in Control Benefits. In addition to the vesting of their stock options, certain of our executive officers are parties to employment agreements that would provide them with certain severance payments in the event such executive officer s employment was terminated without cause or for good reason within a certain period of time following a change in control, as defined in the agreements.

Indemnification and Insurance. The Company s directors and executive officers are entitled to indemnification and insurance coverage pursuant to indemnification agreements with the Company, applicable provisions of the Charter and the Company s bylaws and a directors and officers liability insurance policy purchased by the Company.

Other Material Relationships. In addition to the foregoing, certain of our directors and executive officers may have, or have had in the past, other business, personal or financial relationships with persons affiliated

with counterparties to the Transactions, including FNF, FNFV, FNH and BKAS.

These interests may cause the Company s directors and executive officers to view the proposed Transactions differently and more favorably than Company shareholders generally may view them. For more information and a detailed discussion of the foregoing interests, see *The Transactions Interests of Certain Company Directors and Executive Officers* beginning on page 74 of this proxy statement.

Q: What is the effect of disinterested shareholder approval of Proposal 2?

A: If the disinterested shareholders approve Proposal 2, then under Tennessee law, the Transactions may not be the subject of equitable relief, or give rise to an award of damages or other sanctions against a director or officer of the Company, in a proceeding by a shareholder or by or in the right of the Company, on the ground that any director or officer of the Company has an interest respecting the Transactions.

Q: What will happen if the disinterested shareholders do not approve Proposal 2?

A: The Board specifically negotiated to make the Transactions contingent upon the disinterested shareholders approval of Proposal 2, the Conflicting Interest Approval. If this proposal is not approved, the parties will

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have the right to terminate the Merger Agreement in accordance with its terms. For more information, see *The Merger Agreement Termination of the Merger Agreement; Termination Fee and Expense Reimbursement* beginning on page 97 of this proxy statement.

Questions and Answers about the Parties

Q: Who is 99 Restaurants?

A: 99 Restaurants is currently an indirect, wholly owned subsidiary of FNH. The Ninety Nine Restaurants & Pub concept is currently operating 106 restaurants in seven states within the New England area, and all restaurants are open seven days a week and serve lunch and dinner.

Q: Who is FNFV?

A: FNFV, a Delaware limited liability company, is a wholly owned subsidiary of Cannae Holdings, Inc. (Cannae). FNFV holds majority and minority equity investment stakes in a number of entities, including ABRH, LLC, Ceridian HCM, Inc. and Del Frisco s Restaurant Group, Inc.

On November 17, 2017, FNF completed a previously announced transaction in which it redeemed all of the outstanding shares of FNFV common stock (formerly a tracking stock of FNF) for outstanding shares of Cannae, formerly a wholly owned subsidiary of FNF. Prior to such redemption, FNFV was contributed to Cannae. Following the completion of the redemption and the resulting separation of Cannae from FNF (collectively, the Cannae Split-Off), the common stock of Cannae was listed on the NYSE under the ticker symbol CNNE .

Q: Who is FNH?

A: FNH, a Delaware limited liability company, is a joint venture owned by FNFV, Newport Global Opportunities Fund I-A AIV (ABRH) LP, a Delaware limited partnership (together with its affiliates, Newport), and certain individuals. FNH is a holding company and its subsidiaries own and operate more than 550 company and franchise family and casual dining restaurants in 40 states and Guam under the O Charley s, Ninety Nine Restaurant & Pub, Village Inn, and Bakers Square restaurant and food service concepts, and the Legendary Baking bakery operation.

Q: Who is BKAS?

A: Black Knight Advisory Services, LLC, is a Delaware limited liability company majority owned by William P. Foley, II, that provides the Company with corporate management consulting and strategic advisory services, including assisting with corporate strategy and planning, developing strategies for improving the performance of

the Company, advising on debt and equity financing and developing negotiation, acquisition and divesture strategies.

Questions and Answers About the Transactions, Generally

Q: How does the Company propose to acquire 99 Restaurants?

A: Subject to our obtaining the Requisite Shareholder Approvals (as defined below) and the satisfaction of certain other closing conditions, we have agreed to acquire the business of 99 Restaurants through the merger of Merger Sub with and into 99 Restaurants, with 99 Restaurants as the surviving entity (the Merger). Immediately following the consummation of the Merger, JAX Op will contribute the equity interests of 99 Restaurants to one of its wholly owned subsidiaries, J. Alexander s, LLC. Thereafter, 99 Restaurants will carry on its business as an indirect subsidiary of JAX Op.

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Q. What will the Company pay the Sellers as merger consideration?

A: As consideration for the Merger (the Merger Consideration), the Company will issue to the Sellers, collectively, 16,272,727 shares of Class B Common Stock and 16,272,727 Class B Units and will assume up to $20 million in net debt. For purposes of the Merger, each Class B Unit of JAX Op, together with one share of Class B Common Stock, will be issued at an agreed value of $11.00, which is a per-share value higher than the trading price of Current Common Stock on the date the Merger Agreement was entered into. Promptly upon the Closing of the Merger, the Company intends to repay and/or refinance all assumed debt through a combination of the cash retained by 99 Restaurants from the FNFV Cash Contribution (as defined below) and the proceeds of additional borrowings obtained pursuant to an amendment to the Company s existing credit facility.

The Merger Consideration will be subject to a customary net working capital adjustment by comparing actual net working capital of 99 Restaurants as of the Closing to a target net working capital amount. Any adjustment to the Merger Consideration in favor of the Company will be paid via the cancellation of outstanding Class B Units and a corresponding number of shares of Class B Common Stock held by the Sellers, valued at $11.00 per unit/share combination. Any adjustment to the Merger Consideration in favor of the Sellers will be paid via the issuance of additional Class B Units and a corresponding number of shares of Class B Common Stock to the Sellers, valued at $11.00 per unit/share combination.

Q: How was the number of shares of the Company s Class B Common Stock and JAX Op s Class B Units to be issued in connection with the Transactions determined?

A: The number of Class B Units, and corresponding shares of Class B Common Stock, to be issued in the Transactions was determined by dividing $179 million (the agreed-upon value of the equity component of the Merger Consideration) by $11.00 (the agreed-upon value per Class B Unit (and corresponding share of Class B Common Stock)). This value represented an approximate premium of 8.9% over $10.10, the closing price per share of Current Common Stock on the NYSE on August 3, 2017, the date of the Merger Agreement. For a discussion of the $11.00 per share value, see pages 54 57 of this proxy statement in the section entitled *The Company s Board of Directors Reasons for Approving the Transactions Background of the Transactions*.

Q: Why am I being asked to approve an increase in the number of authorized shares of capital stock of the Company?

A: In Proposal 3b, the Authorized Shares Amendment, shareholders are being asked to approve the amendment of the Charter to increase the number of authorized shares of the Company s capital stock from 40,000,000 shares, of which 30,000,000 shares are classified as Current Common Stock and 10,000,000 are classified as preferred stock, to 100,000,000 shares, of which 70,000,000 shares will be classified as Class A Common Stock, 30,000,000 shares will be classified as Class B Common Stock and 10,000,000 shares will be classified as preferred stock. The Company currently has 14,695,176 shares of Current Common Stock issued and outstanding and, accordingly, does not currently have enough authorized capital stock to issue shares sufficient to complete the Transactions. In addition to the increase in shares of capital stock necessary to effect the Transactions, which

amount includes the Class B Common Stock to be issued to the Sellers and Class A Common Stock reserved for the exchange of Class B Units, the Company is also seeking approval to increase the authorized shares of capital stock in sufficient amount to maintain, immediately following the completion of the Transactions, approximately the same proportion of authorized shares available for future issuance to outstanding shares as the Company has prior to the Transactions. For more information on the Company s rationale for the increase in authorized capital stock, as well as estimates of shares available for future issuance immediately following the completion of the Transactions, please see *Proposal 3b: Authorized Shares Charter Amendment* beginning on page 146 of this proxy statement.

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Q: When do you expect the Transactions to be completed?

A: Subject to shareholder approval of Proposals 1, 2, 3a, 3b and 4 at the Special Meeting, the Company expects to complete the Transactions in the first quarter of 2018. The Closing remains subject to a number of closing conditions, including the approval by the Company s shareholders of the Transactions (which is the subject of this proxy statement).

Q: Are there risks associated with the Transactions?

A: Yes. The material risks associated with the Transactions that are known to us are discussed in the section entitled *Risk Factors* beginning on page 30 of this proxy statement.

Questions and Answers about the Results of the Transactions

Q: What will be the relative ownership of the Company after the Transactions?

A: Following the Merger, and after giving effect to the Charter Amendments, the issuance of Class B Common Stock and the Reclassification of Current Common Stock as Class A Common Stock, the Class A Common Stock will represent approximately 47.5% of the outstanding shares of capital stock (and voting power) of the Company and 47.5% of the economics of the Company and its subsidiaries, and the Class B Common Stock held by the Sellers will represent approximately 52.5% of the outstanding shares of capital stock (and voting power) of the Company, based on the number of shares of Current Common Stock outstanding as of December 19, 2017. Class A Common Stock will have the same voting and economic rights as Current Common Stock. Class B Common Stock will have voting rights, but no economic rights. Sellers will have an aggregate 52.5% economic interest (as calculated on December 19, 2017) in JAX Op through ownership of Class B Units.

Q: Will the Company be a controlled company for purposes of the NYSE rules?

A: Following the completion of the Transactions, the Company will be a controlled company under the listing standards of the NYSE. However, the Company does not currently intend to avail itself of any of the exemptions from certain NYSE corporate governance requirements that are available to controlled companies.

Q: Will anything happen to my Current Common Stock upon completion of the Transactions?

A: No. After the completion of the Transactions, each existing Company shareholder will have the same number of shares of Current Common Stock (along with the same rights and privileges in respect of such shares) that such shareholder held immediately prior to the Transactions, except that such Current Common Stock will be

reclassified as Class A Common Stock. However, because the Company will be issuing new shares of Class B Common Stock in connection with the Transactions, each share of Class A Common Stock will represent a smaller ownership percentage of a larger company after the Transactions when compared to each existing share of Current Common Stock, and the Class A Common Stock will hold approximately 47.5% of the voting power of the Company.

Q: Will there be any change to the Board or the executive officers of the Company after the Transactions?

A: Yes. In connection with the Transactions, William P. Foley, II, non-Executive Chairman of the board of directors of FNF, is expected to join the Board. There will be no other changes in the Board or the Company s executive officers in connection with the Transactions.

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Q: What will happen to the Consulting Agreement with BKAS?

A: In connection with the Transactions, the Consulting Agreement will be terminated in exchange for a termination fee of $2,090,384, together with the payment of any fees or expenses accrued as of such date to be paid by the Company to BKAS. The termination of the Consulting Agreement upon the Closing will cause the BKAS profits interest units to vest fully and become exchangeable into Class A Common Stock for a period of 90 days. Because the termination is occurring in connection with a transaction, the resulting termination fee under the Consulting Agreement is less than half of the amount the termination fee would have been had the Company terminated the Consulting Agreement on December 31, 2017, absent the Transactions.

Q: What should I do now?

A: After carefully reading and considering the information contained in this proxy statement, please fill out and sign the white proxy card, and then mail your completed and signed white proxy card in the enclosed prepaid envelope as soon as possible so that your shares of Current Common Stock may be voted at the Special Meeting. Alternatively, you may follow the instructions on the white proxy card and submit instructions on voting your shares of Current Common Stock over the Internet or by telephone. Your white proxy card or your Internet or telephone directions will instruct the persons identified as your proxy to vote your shares at the Special Meeting as directed by you. If you hold your shares through a broker or other nominee, you should follow the instructions provided by your broker or other nominee when instructing them on how to vote your shares.

You may also obtain additional information about the Company from the documents the Company files with the Commission, or by following the instructions in the section entitled *Where You Can Find More Information* beginning on page 151.

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SUMMARY OF MATERIAL TERMS OF THE TRANSACTIONS

This summary highlights selected information contained in this proxy statement and may not contain all of the information that is important to you. You should read carefully this entire document, including all appendices hereto, for a more complete understanding of the Transactions and voting procedures for the Special Meeting.

Parties to the Merger Agreement (Page 47)

J. Alexander s Holdings, Inc. (the Company)

The Company is a Tennessee corporation whose common stock is publicly traded on the NYSE under the symbol JAX. The Company is a collection of boutique restaurants that focus on providing high quality food, outstanding professional service and an attractive ambiance. The Company presently owns and operates the following concepts: J. Alexander s, Redlands Grill, Stoney River Steakhouse and Grill and Lyndhurst Grill.

The address and telephone number of the principal executive offices of the Company are 3401 West End Avenue, Suite 260, P.O. Box 24300, Nashville, Tennessee 37202 and (615) 269-1900. Additional information about the Company and its subsidiaries is included in documents incorporated by reference into this proxy statement. See *Where You Can Find More Information* on page 151 of this proxy statement.

J. Alexander s Holdings, LLC (JAX Op)

JAX Op is a Delaware limited liability company and a majority owned subsidiary of the Company. JAX Op is a holding company through which the Company conducts its business.

The address and telephone number of the principal executive offices of JAX Op are c/o J. Alexander s Holdings, Inc., 3401 West End Avenue, Suite 260, P.O. Box 24300, Nashville, Tennessee 37202 and (615) 269-1900.

Nitro Merger Sub, Inc. (Merger Sub)

Merger Sub is a Tennessee corporation and wholly owned subsidiary of JAX Op formed solely for the purpose of implementing the Transactions. It has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the Transactions.

The address and telephone number of the principal executive offices of Merger Sub are c/o J. Alexander s Holdings, Inc., 3401 West End Avenue, Suite 260, P.O. Box 24300, Nashville, Tennessee 37202 and (615) 269-1900.

99 Restaurants, LLC (99 Restaurants)

99 Restaurants is a Delaware limited liability company and an indirect, wholly owned subsidiary of FNH that operates the Ninety Nine Restaurant & Pub concept (Ninety Nine). Ninety Nine is a Woburn, Massachusetts-based casual-dining concept that began in 1952 with its initial location at 99 State Street in downtown Boston, Massachusetts and is currently operating 106 restaurants in seven states within the New England area. All restaurants are open seven days a week and serve lunch and dinner.

The address and telephone number of the principal executive offices of 99 Restaurants are 14A Gill Street, Woburn, Massachusetts 01801 and (781) 933-8999.

Cannae Holdings, LLC (f/k/a Fidelity National Financial Ventures, LLC) (FNFV)

FNFV, a Delaware limited liability company, is a wholly owned subsidiary of Cannae. FNFV holds majority and minority equity investment stakes in a number of entities, including ABRH, LLC, Ceridian HCM, Inc. and Del Frisco s Restaurant Group, Inc.

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On November 17, 2017, FNF completed a previously announced transaction in which it redeemed all of the outstanding shares of FNFV common stock (formerly a tracking stock of FNF) for outstanding shares of Cannae, formerly a wholly owned subsidiary of FNF. Prior to such redemption, FNFV was contributed to Cannae. Following the completion of the Cannae Split-Off, the common stock of Cannae was listed on the NYSE under the ticker symbol CNNE .

The address and telephone number of the principal executive offices of FNFV are 1701 Village Center Circle, Las Vegas, Nevada 89134 and (702) 323-7334.

Fidelity Newport Holdings, LLC (FNH)

FNH, a Delaware limited liability company, is a joint venture owned by FNFV, Newport and certain individuals. FNH is a holding company and its subsidiaries own and operate more than 550 company and franchise family and casual dining restaurants in 40 states and Guam under the O Charley s, Ninety Nine Restaurant & Pub, Village Inn, and Bakers Square restaurant and food service concepts, and the Legendary Baking bakery operation. Following the completion of the Cannae Split-off, FNH is a majority owned subsidiary of Cannae.

The address and telephone number of the principal executive offices of FNH are 1701 Village Center Circle, Las Vegas, Nevada 89134 and (702) 323-7334.

The Transactions

General Description (page 49)

On August 3, 2017, the Company, JAX Op and Merger Sub entered into the Merger Agreement with FNH, FNFV and 99 Restaurants. Pursuant to the Merger Agreement, the Company has agreed to acquire 99 Restaurants in exchange for the issuance by JAX Op of 16,272,727 Class B Units (and a corresponding number of shares of the Company s Class B Common Stock) and the assumption of $20 million of net debt. The transaction (including the assumption of net debt) is valued at approximately $199 million, subject to certain adjustments and based on the agreed-upon $11.00 per share value of the equity component of the Merger Consideration. The acquisition of 99 Restaurants will occur by Merger Sub merging with and into 99 Restaurants, with 99 Restaurants surviving the Merger as a wholly owned subsidiary of JAX Op.

Corporate Structure Following Completion of the Transactions (page 49)

If the Transactions are consummated in accordance with the terms of the Merger Agreement, the following changes in the Company s and JAX Op s organizational structure will occur:

The Company

Shares of Current Common Stock will be reclassified as Class A Common Stock, which will have the same rights and privileges as Current Common Stock, and will continue to be listed for trading on the NYSE under the ticker symbol JAX . No additional shares of Class A Common Stock will be issued at Closing as part of the Transactions.

The Company will issue 16,272,727 shares of newly created Class B Common Stock, which shares will be entitled to voting rights (on a one-for-one basis with shares of Class A Common Stock) but will have no economic rights in the Company (although the Sellers will have an economic interest in JAX Op through ownership of Class B Units). The Class B Common Stock will not be listed for trading on any exchange.

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JAX Op

JAX Op will create a new class of membership interest, Class B Units, which will be the economic equivalent to Class A Units of JAX Op held by the Company; 16,272,727 Class B Units will be issued to the Sellers. The Class B Units may be surrendered to JAX Op for cash or, at the Company s option if it so chooses, exchanged for shares of Class A Common Stock (on a one-for-one basis), in each case, along with the cancellation of an equal number of shares of Class B Common Stock.

Existing Class A Units are held by the Company and will be unaffected by the Merger (but will be diluted by the issuance of Class B Units to the Sellers).

Existing management Class B Units will be renamed Class C Units and will continue to represent profits interests held by management for incentive compensation purposes and held by BKAS (for up to 90 days after the Closing).

The diagram below summarizes the organization structure of the Company and its subsidiaries immediately after completion of the Transactions (with percentage interests determined as of December 19, 2017):

The diagram above does not depict profits interest units held by BKAS, which will be exchangeable into Class A Common Stock for a period of 90 days following the Closing, and does not give effect to any exchange by BKAS (as defined herein) of its profits interest units for shares of Class A Common Stock. For further information on BKAS s profits interest units, see *Ancillary Agreements Black Knight Termination Agreement*. The diagram above also does not give effect to any exchange by members of management of their profits interest units for shares of Class A Common Stock or the issuance of any shares of Class A Common Stock following the exercise by any Company employee or director of any outstanding Company stock options.

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After completion of the Transactions, the Company will be a controlled company under the listing standards of the NYSE. However, the Company does not currently intend to avail itself of any of the exemptions from certain NYSE corporate governance requirements that are available to controlled companies.

The Company s Board of Directors Reasons for Approving the Transactions (page 51)

The Board has determined that the Transactions are in the best interests of the Company and its shareholders because the acquisition of 99 Restaurants presents a compelling strategic opportunity to expand the Company s business, increase the scale of the Company and increase investor and analyst interest in the Company, allowing the current shareholders to participate in the future growth of the Company. For a complete discussion of the Board s reasons for approving the Transactions, see the sections entitled *The Transactions Recommendation of the Company s Board of Directors* and *The Transactions The Company s Board of Directors Reasons for Approving the Transactions.*

Recommendation of the Company s Board of Directors (page 44)

After due consideration, the Board has (i) determined and declared that Merger Agreement and the Transactions, including the Merger, are advisable, fair to and in the best interests of the Company and its shareholders, (ii) unanimously approved the Merger Agreement and the Transactions, (iii) directed that the Merger Agreement and the Transactions be submitted to Company shareholders for approval and (iv) recommended that the Company shareholders approve the Merger Agreement and the Transactions.

For a description of the factors considered by the Board in making its determinations with respect to the Merger Agreement and the Transactions, see the sections in this proxy statement entitled *The Transactions Recommendation of the Company s Board of Directors* and *The Transactions The Company s Board of Directors Reasons for Approving the Transactions*.

The Board recommends, subject to the ability of the Board to make a Recommendation Withdrawal (as defined in the Merger Agreement) pursuant to and in accordance with the terms of the Merger Agreement, that Company shareholders vote:

FOR the proposal to approve the Merger Agreement,

FOR the proposal that the Transactions be approved by disinterested shareholders action pursuant to Section 48-18-704 of the TBCA,

FOR the proposal to approve the Reclassification Amendment,

FOR the proposal to approve the Authorized Shares Amendment,

FOR the proposal to approve the CSAA Amendment, and

FOR the proposal to adjourn the Special Meeting, if necessary or advisable, to solicit additional proxies to approve the other proposals to be submitted for a vote at the Special Meeting.

Opinion of Stephens Inc. (page 66)

The Board engaged Stephens Inc. (Stephens) to provide a fairness opinion, from a financial point of view, of the proposed merger of the Company and 99 Restaurants. On August 3, 2017, Stephens rendered its oral opinion to the Board, which was subsequently confirmed in writing by delivery of Stephens written opinion dated the same date, based upon and subject to the assumptions, limitations and qualifications contained in its opinion, and other matters Stephens considers relevant, that the Merger Consideration was fair, from a financial point of view, to the Company and its shareholders.

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The full text of Stephens written opinion is attached as Appendix C to this proxy statement and is incorporated herein by reference. The Company s shareholders are urged to read the opinion in its entirety for a description of the procedures followed, assumptions made, matters considered and qualifications and limitations on the review undertaken by Stephens. The description of the opinion set forth herein is qualified in its entirety by reference to the full text of such opinion.

Stephens opinion speaks only as of the date of the opinion and addresses only the fairness, from a financial point of view, of the Transactions on the terms set forth in the Merger Agreement in the form provided to Stephens. Stephens opinion does not address the merits of the underlying decision by the Company to enter into the Merger Agreement, the merits of the Transactions as compared to other alternatives potentially available to the Company or the relative effects of any alternative transaction in which the Company might engage, nor is it intended to be a recommendation to any person as to how to vote on the proposal to approve the Transactions.

For further information, see *The Transactions Opinion of Stephens Inc.* on page 66.

Interests of Certain Company Directors and Executive Officers (page 74)

Certain Company directors and executive officers have interests in the Transactions that are different from, or in addition to, those of the Company s shareholders generally. These interests include:

Ownership Interests in Parties to Transactions. Certain of our directors and executive officers hold direct or indirect ownership interests in counterparties to the Transactions, including FNF, FNFV, FNH and BKAS. As a result, these directors and executive officers may receive certain economic benefits from the transaction that will be different from, or in addition to, the benefits that are expected to inure to the Company s shareholders generally as a result of the Transactions. For instance, BKAS will receive a termination payment from the Company and its profits interest units will be vested upon the Closing and become exchangeable into Class A Common Stock for a period of 90 days. See *Ancillary Agreements Black Knight Termination Agreement*.

Positions of Management within Parties to Transaction. Certain of our directors and executive officers hold or previously held positions within the management teams of counterparties to the Transactions and related parties, including FNF, FNFV, FNH and BKAS, including as board members or management executives, and as a result of such positions, receive compensation payments related to the performance of those counterparties, which may include compensation payments made in connection with the Transactions. We are not aware of any specific payments to which any such persons may be entitled.

Treatment of Company Equity Awards. Each of our directors and executive officers has in the past been granted stock options under our Stock Plan. Because the Transactions will constitute a change in control of the Company under the Stock Plan, outstanding stock options that remain subject to vesting will vest in connection with the Transactions and thereafter become exercisable. No cash payments will be made as a result of the vesting of previously unvested options.

Contractual Change in Control Benefits. In addition to the vesting of their stock options, certain of our executive officers are parties to employment agreements that would provide them with certain severance payments in the event such executive officer s employment was terminated without cause or for good reason within a certain period of time following a change in control, as defined in the agreements.

Indemnification and Insurance. The Company s directors and executive officers are entitled to indemnification and insurance coverage pursuant to indemnification agreements with the Company, applicable provisions of the Charter and the Company s bylaws and a directors and officers liability insurance policy purchased by the Company.

Other Material Relationships. In addition to the foregoing, certain of our directors and executive officers may have, or have had in the past, other business, personal or financial relationships with persons affiliated with counterparties to the Transactions, including FNF, FNFV, FNH and BKAS.

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These interests may cause the Company s directors and executive officers to view the proposed Transactions differently and more favorably than Company shareholders, generally, may view them. As a result of these potential interests, the Board has determined that, in addition to any required approvals under applicable law, the Transactions should also be submitted for approval by a disinterested shareholders action pursuant to Section 48-18-704 of the TBCA. For more information and a detailed discussion of the foregoing interests, see *Interests of Certain Company Directors and Executive Officers* beginning on page 74 of this proxy statement.

Certain Relationships between the Company and the Parties to the Transactions (page 80)

Relationship with FNF, FNFV and FNH

Since 2012, the Company has engaged in certain transactions involving, and has maintained certain material relationships with, FNF, FNFV, and FNH.

In 2012, FNFV acquired both J. Alexander s Corporation (JAC) and O Charley s, Inc., which at that time was a publicly traded company that operated the O Charley s, Ninety Nine Restaurants and Stoney River Legendary Steaks restaurant concepts. O Charley s, Inc. was subsequently transferred to FNH. In February of 2013, FNFV contributed JAC to JAX Op, which was a newly formed, wholly owned subsidiary of FNFV. Also in February of 2013, FNH transferred the assets related to the Stoney River Legendary Steaks restaurant concept to JAX Op, thereby making JAX Op a partnership between FNFV and FNH. Stoney River was then rebranded as a J. Alexander s Holdings restaurant concept.

In the third quarter of fiscal year 2015, the board of directors of FNF approved the legal and structural separation of the Company from FNF, pursuant to which the Company became an independent, publicly-traded company (the Spin-off). In the Spin-off, which was completed on September 29, 2015, FNF distributed all of its shares of the Company s common stock to holders of record of FNFV Group common stock (FNF s tracking stock related to FNFV and its subsidiary assets), as of September 22, 2015, the record date for the Spin-off. At this time, FNFV and FNH no longer held our equity, but certain owners of FNH did continue to own our equity, primarily Newport.

Following the Spin-off, the Company has operated as an independent, publicly-traded company, but has remained party to certain Spin-off related agreements with FNF, including a Separation and Distribution Agreement and a Tax Matters Agreement (each as defined herein). The Separation and Distribution Agreement sets forth our agreements with FNF regarding the principal actions to be taken in connection with the Spin-off and governs aspects of our relationship with FNF following the Spin-off. In addition, the Company and FNF each agreed to indemnify the other and each of the other s current, former and future directors, officers and employees, and each of their heirs, administrators, executors, successors and assigns, against certain liabilities incurred in connection with the Spin-off and our and FNF s respective businesses.

The Tax Matters Agreement governs the respective rights, responsibilities and obligations of FNF and the Company after the Spin-off with respect to certain tax matters (including tax liabilities, tax attributes, tax returns and tax contests), and provides for certain mutual indemnities related to such tax matters. The Tax Matters Agreement also imposes certain restrictions on us and our subsidiaries (including restrictions on share issuances, sales of assets, engaging in certain business transactions such as the Transactions and voluntarily dissolving or liquidating) that were designed to preserve the tax-free nature of the Spin-off. These contractual restrictions applied for the two-year period after the Spin-off.

In connection with the Company s negotiation of the Merger Agreement, the Company and FNF negotiated a form of waiver agreement (the FNF Waiver Agreement), which will be executed at Closing, pursuant to which FNF will (A) waive all covenants and other provisions of the Tax Matters Agreement that would prohibit or in

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any way purport to restrict the consummation of the Transactions in accordance with the terms of the Merger Agreement and (B) waive, on behalf of itself and the applicable indemnified parties in the Separation and Distribution Agreement and the Tax Matters Agreement, the right of FNF and any such applicable indemnified party to seek indemnification from or make claims against the Company under the Separation and Distribution Agreement or the Tax Matters Agreement arising out of any liability incurred or loss suffered by FNF or any such applicable indemnified party relating to, arising out of or resulting from the Transactions.

In addition, under the Merger Agreement, FNFV and FNH will indemnify the Company for any amount for which the Company is responsible under the Tax Matters Agreement or the Separation and Distribution Agreement arising as a result of or in connection with the Transactions.

Management Consulting Agreement with BKAS

Prior to the Spin-off, JAX Op and BKAS entered into the Consulting Agreement, pursuant to which BKAS would provide corporate and strategic advisory services to us.

As compensation for services rendered to us under the Consulting Agreement, JAX Op issued to BKAS 1,500,024 non-voting profits interest units representing an amount equal to 8.7% of the outstanding units of JAX Op. In addition, we agreed to pay to BKAS an annual fee equal to 3.0% of our Adjusted EBITDA (calculated pursuant to the Consulting Agreement) for each fiscal year during the term of the Consulting Agreement. We also agreed to reimburse BKAS for its direct out-of-pocket costs incurred for management services provided to us. Under the Consulting Agreement, Adjusted EBITDA means our net income (loss) before interest expense, income tax (expense) benefit, depreciation and amortization, and adding asset impairment charges and restaurant closing costs, loss on disposals of fixed assets, transaction and integration costs, non-cash compensation, loss from discontinued operations, gain on debt extinguishment, pre-opening costs and certain unusual items.

Under its terms, the Consulting Agreement would continue in effect for an initial term of seven years and would be renewed for successive one-year periods thereafter unless earlier terminated (i) by us upon at least six months prior notice to BKAS or (ii) by BKAS upon 30 days prior notice to us. In the event that the Consulting Agreement was terminated by us prior to the tenth anniversary thereof, or by BKAS within 180 days after a change of control event with respect to us, we will be obligated to pay to BKAS an early termination payment equal to the product of (i) the annual base fee for the most recent fiscal year and (ii) the difference between ten and the number of years that have elapsed under the Consulting Agreement, provided that in the event of such a termination following a change of control event, the multiple of the annual base fee to be paid may not exceed three.

In connection with the Company s entry into the Merger Agreement, the Company negotiated and entered into the Black Knight Termination Agreement (as defined herein), pursuant to which the parties have agreed that, effective as of and conditioned upon the Closing under the Merger Agreement, the Consulting Agreement will terminate in exchange for a termination fee of $2,090,384, together with the payment of any fees or expenses accrued as of such date to be paid by the Company to BKAS. This termination fee was calculated using the formula described above that would apply in connection with a termination event following a change of control as set forth in the Consulting Agreement. Because the termination is occurring in connection with a transaction, the resulting termination fee under the Consulting Agreement is less than half of the amount the termination fee would have been had the Company terminated the Consulting Agreement on December 31, 2017, absent the Transactions.

Upon termination of the Consulting Agreement, the currently outstanding 1,500,024 profits interest units held by BKAS will have vested in full, in accordance with the terms of the underlying grant agreement. This represents the accelerated vesting of 500,008 currently unvested units. After the closing, the profits interest units must be

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exchanged for Class A Common Stock within 90 days following the Closing date or, if not exchanged, will be cancelled and forfeited.

As of November 10, 2017, a total of 1,000,016 of the profits interest units granted to BKAS on October 6, 2015 are vested. Under the Black Knight Termination Agreement, the remaining 500,008 unvested profits interest units granted to BKAS will immediately vest concurrent with the closing of the Transactions, resulting in the total outstanding 1,500,024 profits interest units being fully vested. The Consulting Agreement, together with the Unit Grant Agreement governing the terms of the BKAS profits interest grant, provides that if the Consulting Agreement is terminated for any reason other than a failure to perform under the Consulting Agreement by BKAS, all unvested and outstanding profits interest units would immediately vest. Therefore, if the Company had elected to terminate the Consulting Agreement absent the merger transaction, the unvested profits interest units held by BKAS would have similarly accelerated in their vesting. Under its original vesting schedule, the profits interest would have vested in full in October 2018.

The ultimate economic value of the profits interest grant will be dependent upon the market capitalization of the Company, if and when the grant s exchange rights are exercised by BKAS in the 90-day period after the termination of the Consulting Agreement. The Company s market capitalization is calculated as the 5-day volume-weighted average price (VWAP) of the Company s Class A Common Stock as of the exercise of the profits interest, multiplied by the number of outstanding shares of Class A and Class B Common Stock of the Company.

The profits interest units held by BKAS are exchangeable only for shares of Class A Common Stock of the Company and cannot be exchanged for a cash payment. The number of shares of Class A Common Stock issuable upon exercise of the profits interest grant will be calculated based on this market capitalization amount in excess of a designated hurdle rate, which is anticipated to be approximately $308.1 million after the Transactions (assuming a share price at closing of $9.85 per share). For illustrative purposes, the table below shows the Company s estimate as of November 10, 2017 of the number of shares of Class A Common Stock that will be issuable at varying VWAPs upon an exchange after the Merger of the 1,500,024 outstanding profits interest units held by BKAS:

VWAP	Estimated Number of Shares of Class A Common Stock
$9.00	
$10.00	7,000
$11.00	133,000
$12.00	238,000
$13.00	327,000
$14.00	404,000
$15.00	470,000

For a discussion of the value of the profits interest units for accounting purposes, see note 5 to the Unaudited Pro Forma Condensed Consolidated Financial Statements beginning on page 112 of this proxy statement.

The principal member of BKAS is William P. Foley, II, non-Executive Chairman of the board of directors of FNF, Senior Managing Director of FNFV and a director of FNH. He is also a direct or indirect owner of FNF, FNFV and FNH and beneficially owns approximately 4.40% of the Company s Current Common Stock. Upon the Closing,

Mr. Foley will be added as a member of the Board.

The other members of BKAS consist of other current and former officers of FNF, FNFV and FNH, and Lonnie J. Stout II, our President and Chief Executive Officer.

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The Company s Board of Directors and Executive Officers after the Consummation of the Transactions (page 83)

William P. Foley, II, non-Executive Chairman of the board of directors of FNF, will join the Company s Board in connection with the Transactions. Otherwise, the Board and executive officers of the Company will be unchanged by the Transactions.

Material Federal Income Tax Consequences of the Transactions (page 83)

Because Company shareholders will not participate in the Transactions, our shareholders will not recognize gain or loss for federal income tax purposes in connection with the Transactions.

Accounting Treatment (page 83)

The Company prepares its financial statements in accordance with U.S. generally accepted accounting principles (GAAP). Under GAAP, the transaction will be accounted for as a reverse acquisition under the acquisition method of accounting in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Section 805, Business Combinations. Because 99 Restaurants equity holders, FNH and FNFV, will receive a majority of the equity securities and voting rights of the combined company, the 99 Restaurants historical business is larger than the Company s in terms of revenues, earnings and number of units, and because William P. Foley, II, non-Executive Chairman of the board of directors of FNF, will be added to the combined company s board of directors, 99 Restaurants is considered to be the acquirer of the Company for accounting purposes. This means that the combined company will allocate the deemed purchase price to the fair value of the Company s assets and liabilities at the acquisition date, with any excess purchase price being recorded as goodwill. The assets and liabilities of 99 Restaurants will continue to be stated at historical costs in the consolidated financial statements of the combined company.

Federal Securities Law Consequences; Resale Restrictions (page 84)

The Class B Units and the shares of Class B Common Stock to be issued in the Transactions to the Sellers will be restricted securities. These units and shares will not be registered under the Securities Act of 1933, as amended (the Securities Act) upon issuance and will not be freely transferable. The Sellers may not sell their Class B Units or shares of Class B Common Stock received as Merger Consideration except pursuant to an effective registration statement under the Securities Act covering the resale of those shares or an exemption from registration under the Securities Act. The shares of Class A Common Stock received pursuant to an exchange of Class B Units and shares of Class B Common Stock may be registered for resale pursuant to a registration rights agreement. See *Ancillary Agreements Registration Rights Agreement* beginning on page 100 of this proxy statement.

No Dissenters Rights (page 84)

No shareholder of the Company will be entitled to exercise dissenters rights and demand payment for his, her or its shares of Current Common Stock in connection with the Transactions.

The Merger Agreement

The Transactions (page 49)

Subject to the terms and conditions of the Merger Agreement and in accordance with the TBCA and the Delaware Limited Liability Company Act, the Merger Agreement contemplates that the Merger Sub will merge with and into 99 Restaurants, whereupon the separate existence of Merger Sub will cease and 99 Restaurants will continue as the surviving entity and a subsidiary of the Company. After the completion of the Merger, the

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certificate of formation of 99 Restaurants in effect immediately prior to the effective time of the Merger will be the certificate of formation of the surviving entity and the limited liability company agreement of 99 Restaurants in effect immediately prior to the effective time of the Merger will be the limited liability company agreement of the surviving entity.

Merger Consideration (page 87)

As consideration for the Merger, the Company will issue to the Sellers, collectively, 16,272,727 Class B Units and 16,272,727 shares of Class B Common Stock, and the Company will assume $20 million in net debt. For purposes of the Merger, each Class B Unit of JAX Op, together with one share of Class B Common Stock, will be issued at an agreed value of $11.00, which is a per-share price higher than the $10.10 trading price of Current Common Stock on the date the Merger Agreement was entered into. The number of Class B Units, and corresponding shares of Class B Common Stock, to be issued in the Merger was determined by dividing $179 million by $11.00.

Until the effective time of the Merger, the Merger Consideration will be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend or other like change with respect to Current Common Stock. Following the Closing, the Merger Consideration will be subject to a customary net working capital adjustment by comparing actual net working capital of 99 Restaurants as of the Closing to a target net working capital amount.

Upon final determination, any adjustment to the Merger Consideration in favor of the Company will be paid via the cancellation of outstanding Class B Units and a corresponding number of shares of Class B Common Stock held by the Sellers, valued at $11.00 per unit/share combination. Any adjustment to the Merger Consideration in favor of the Sellers will be paid via the issuance of additional Class B Units and a corresponding number of shares of Class B Common Stock to the Sellers, valued at $11.00 per unit/share combination.

Representations and Warranties (page 88)

The Merger Agreement contains customary and, in many cases, reciprocal representations and warranties by 99 Restaurants, Merger Sub, the Company and JAX Op, and certain representations and warranties by each of FNH and FNFV. The representations and warranties are subject, in some cases, to specified exceptions and qualifications contained in confidential disclosure schedules that were delivered in connection with the execution of the Merger Agreement.

Covenants (page 90)

Each of the parties have also made customary covenants in the Merger Agreement, including, but not limited to, covenants to (a) prepare and file with the Commission, as soon as practicable following the date of the Merger Agreement, the form of proxy statement that will be provided to the Company shareholders in connection with the solicitation of proxies for the Special Meeting; (b) make all appropriate filings, by the Company and the Sellers or their affiliates, as applicable, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act); (c) grant each other reasonable access during normal business hours to certain records and other informational materials; (d) cooperate with each other and use respective reasonable best efforts to obtain the consents, approvals and authorizations that are necessary to consummate the Transactions; (e) pay certain expenses incurred in connection with the Merger Agreement and the Transactions; (f) consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements concerning the Transactions; and (g) notify each other upon the occurrence of certain events. Additionally, the Company agreed to, among other

things, (i) provide (subject to continued employment) base salaries and wage rates to all transferred employees that are substantially the same as received by such

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transferred employees as of the date of the Merger Agreement, (ii) provide such transferred employees with service credit for purposes of eligibility and vesting under certain benefit plans and (iii) waive pre-existing condition exclusions and waiting periods with respect to participation and coverage requirements in any replacement or successor welfare benefit plan of the Company or its subsidiaries in which any transferred employee is eligible to participate.

Conduct of the Business Pending the Transactions (page 92)

Each of the Company and 99 Restaurants have agreed, subject to certain exceptions, to conduct their respective restaurant businesses in the ordinary course consistent with past practice between the execution of the Merger Agreement and the Closing and not to take certain actions during such period without the prior consent of the other party.

Conditions to Consummation of the Transactions (page 95)

The completion of the Transactions is subject to the satisfaction (or waiver) of various customary conditions set forth in the Merger Agreement, including, but not limited to, (i) the Company s shareholders approval of the Merger Agreement and the Transactions (as described in further detail below), (ii) the expiration or early termination of any applicable waiting period under the HSR Act (which has already occurred), (iii) the absence of any restraint or law preventing or prohibiting the consummation of the Merger, (iv) the accuracy of 99 Restaurants and the Company s representations and warranties (subject to certain materiality qualifiers), (v) the Sellers , 99 Restaurants and the Company s (and each of their respective subsidiaries) compliance in all material respects with their respective obligations under the Merger Agreement, (vi) the filing and acceptance of the Company s Restated Charter, the occurrence of the reclassification of Current Common Stock (the Reclassification) and the approval by the NYSE of the listing of Class A Common Stock, (vii) the occurrence of certain actions to be taken by the Sellers prior to the Closing, (viii) the receipt of consent of the lenders under the credit facility of FNH s subsidiaries to the consummation of the Debt Assumption (as defined herein) and the Transactions, and (ix) no material adverse effect having occurred with respect to the Company and its subsidiaries or 99 Restaurants.

Additionally, the Company s obligation to consummate the Transactions is subject to (i) the continued effectiveness of the Black Knight Termination Agreement (as described in more detail below); (ii) the entry by the Company and FNF into the FNF Waiver Agreement (as described in more detail below); and (iii) the receipt by the Company of certain audited combined financial statements of 99 Restaurants (which have already been received).

No Solicitation (page 93)

Upon the Sellers entry into the Merger Agreement, the Sellers became subject to exclusivity and no-shop restrictions that restrict the Sellers ability to solicit proposals from, encourage, discuss or negotiate, or continue to do any of the foregoing that may have been taking place as of the date of the Merger Agreement, with any third parties with respect to the acquisition of, or any similar transactions resulting in the acquisition of, 99 Restaurants.

Upon entry into the Merger Agreement, the Company also became subject to exclusivity and no shop restrictions that restrict the Company s ability to solicit proposals from, provide information to, and engage in discussions with, any third parties with respect to the acquisition of, or any similar transactions resulting in the acquisition of, the Company.

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Notwithstanding the foregoing restrictions, the no-shop restrictions on the Company are subject to a fiduciary-out provision that permits the Company to provide information to, and engage in discussions with, any third party regarding its acquisition proposal for the Company as long as:

- the third party executes a confidentiality agreement;
- the Board determines in good faith (after consultation with its financial advisor and outside counsel) (i) that the failure to take such action would be inconsistent with the Board s fiduciary duties under applicable law and (ii) that such third party s acquisition proposal is, or would reasonably be expected to result in, a superior proposal that would be more favorable to the Company s shareholders from a financial point of view than the Transactions;
- the Company provides prompt notice to 99 Restaurants of the above determinations by the Board and of its intent to engage in negotiations or discussions; and
- the alternative acquisition proposal does not result from a material breach of the no-shop restriction.

The Company must notify the Sellers promptly of any alternative acquisition proposal received by the Company or its representatives from any third party. The Board may not withdraw its recommendation in favor of the Transactions, or approve or recommend any alternative acquisition proposal or agreement with any third party, unless the Board determines in good faith (after consultation with its financial advisor and outside counsel) that failure to take such action would be inconsistent with its fiduciary duties under applicable law, and, with respect to any third party s alternative acquisition proposal, that such proposal is, or would reasonably be expected to result in, a superior proposal that would be more favorable to the Company s shareholders from a financial point of view than the Transactions.

Termination of the Merger Agreement; Termination Fee and Expense Reimbursement (page 97)

The Merger Agreement may be terminated at any time prior to the Closing (i) by mutual written consent of the parties; (ii) by either JAX Op or 99 Restaurants if (a) the Merger is not consummated by 5:00 p.m. New York City time on February 28, 2018, so long as that party s action or failure to act did not constitute a material breach or violation of any of its covenants, agreements or other obligations under the Merger Agreement and such material breach or violation or failure was not the principal cause of or did not directly result in the failure of the Closing to occur on or before the time referenced above, (b) the Requisite Shareholder Approvals (as defined under the heading *The Merger Agreement Conditions to the Consummation of the Transaction* beginning on page 95) are not obtained at the Special Meeting, or (c) a governmental entity enters a final, non-appealable order, decree, ruling or other action prohibiting the Transactions; (iii) by JAX Op if (a) 99 Restaurants, FNH or FNFV breach any of their respective representations or warranties or fail to perform all of their respective obligations, covenants or agreements required to be performed under the Merger Agreement such that the conditions to Closing would not be satisfied, and such breach or failure to perform is incurable or, if curable, not cured by the earlier of February 28, 2018 and the date that is 30 days following 99 Restaurants receipt of notice of the breach, or (b) prior to obtaining the Requisite Shareholder Approvals, the Company, immediately prior to or concurrently with the termination of the Merger Agreement and subject to

additional terms therein, enters into one or more alternative proposal agreements with respect to a superior proposal (as further discussed therein), and in connection with such termination pays 99 Restaurants or its designees a termination fee (described in further detail below); and (iv) by 99 Restaurants if (a) the Company, JAX Op or Merger Sub breach any of their respective representations or warranties or fail to perform all of their respective obligations, covenants or agreements required to be performed under the Merger Agreement such that the conditions to Closing would not be satisfied, and such breach or failure to perform is incurable or, if curable, not cured by the earlier of February 28, 2018 and the date that is 30 days following JAX Op s receipt of notice of the breach, or (b) prior to the effective time of the Merger, the Board or any committee there of makes a recommendation withdrawal.

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The Company will be required to pay 99 Restaurants a termination fee of $4.0 million in connection with a termination of the Merger Agreement under any of the following circumstances: (i) JAX Op terminates the Merger Agreement and enters into an agreement for a superior transaction prior to the Company s obtaining the Requisite Shareholder Approvals; (ii) 99 Restaurants terminates the Merger Agreement following a recommendation withdrawal by the Board; or (iii) (1) if the Merger Agreement is terminated by (A) 99 Restaurants for breach of a representation, warranty or covenant by the Company, JAX Op or Merger Sub or (B) either party for failure to obtain the Requisite Shareholder Approvals, and (2) prior to the date of such termination (but after the date of the Merger Agreement), an alternative proposal is publicly announced or is otherwise communicated to the Board, and (3) within 12 months of such termination discussed in (1) above, the Company or any of its subsidiaries enters into a definitive agreement with respect to or otherwise consummates an alternative transaction (as defined and further discussed in the Merger Agreement).

In addition, the Merger Agreement provides that if the Merger Agreement is terminated as a result of a breach by one party that remains uncured, the breaching party will reimburse the non-breaching party for expenses incurred in connection with the Transactions up to a limit of $500,000.

Indemnification (page 98)

The Merger Agreement imposes indemnification obligations on each of the Sellers and JAX Op, subject to (in addition to other customary limitations) a $1.99 million deductible and a $19.9 million cap. All post-closing indemnification obligations, if any, will be paid in Class B Units and a corresponding number of shares of Class B Common Stock. Any indemnification obligation owed by the Sellers to the Company will be paid on a pro rata basis and via the cancellation of Class B Units and a corresponding number of shares of Class B Common Stock held by the Sellers. Any indemnification obligation owed by the Company to the Sellers will be paid via the issuance of additional Class B Units and a corresponding number of shares of Class B Common Stock to the Sellers on a pro rata basis.

Amendment (page 100)

Subject to the provisions of applicable laws, at any time prior to the effective time of the Merger, the parties to the Merger Agreement may modify or amend the Merger Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

Ancillary Agreements

Registration Rights Agreement (page 100)

FNH, FNFV, the Company and JAX Op have agreed to enter into a registration rights agreement at or prior to the Closing, pursuant to which the Sellers will have the right to require the Company, at its expense, to register shares of Class A Common Stock that are issuable by the Company to the Sellers upon exchange of Class B Units of JAX Op (the Registration Rights Agreement). The Company has agreed to use its commercially reasonable efforts to file a shelf registration statement following the Sellers exercise of their rights under the Registration Rights Agreement to cover the public resale of shares of Class A Common Stock delivered by the Company to the Sellers upon an exchange of their Class B Units.

The Registration Rights Agreement will provide that the Company or JAX Op will pay certain expenses of the Sellers relating to such registration and indemnify the Sellers against certain liabilities that may arise under the Securities Act.

Second Amended and Restated Charter of the Company (page 100)

In connection with the Merger, the Company will amend its Charter to (i) increase the number of authorized shares of the Company s capital stock from 40,000,000 to 100,000,000, (ii) reclassify Current Common Stock of the Company as Class A Common Stock, and authorize a total of 70,000,000 shares of Class A Common Stock, and (iii) authorize 20,000,000 shares of Class B Common Stock (voting, non-economic). The Restated Charter will also provide for the exchange of Class B Units and any related cancellation of shares of Class B Common

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Stock. If approved by the shareholders, the Restated Charter will also be amended to provide that the Tennessee Control Share Acquisition Act will no longer apply to the capital stock of the Company and eliminate a provision that has sunsetted.

Third Amended and Restated Limited Liability Company Agreement of JAX Op (page 100)

In connection with the Merger, JAX Op and JAX Op unitholders, including FNH and FNFV, will enter into an amended and restated version of JAX Op s current operating agreement governing the rights and obligations of the unitholders and the operations of JAX Op. JAX Op will create a new class, Class B Units (economic equivalent of Class A Units held by the Company). Existing management Class B Units will be renamed Class C Units and will continue to represent profits interests held by management for incentive compensation purposes and profits interests held by BKAS (for up to 90 days after the Closing).

Black Knight Termination Agreement (page 103)

The Consulting Agreement between the Company and BKAS permits JAX Op to terminate such agreement under circumstances set forth therein, in exchange for a fee. On August 3, 2017, JAX Op entered into a termination agreement with BKAS (the Black Knight Termination Agreement). Pursuant to the Black Knight Termination Agreement, the parties thereto have agreed that, effective as of and conditioned upon the Closing, the Consulting Agreement will terminate in exchange for a termination fee of $2,090,384 to be paid by JAX Op to BKAS, calculated pursuant to the terms of the Consulting Agreement, together with the payment of any fees or expenses accrued as of such date. Upon termination of the Consulting Agreement, the currently outstanding 1,500,024 profits interest units held by BKAS vest in full, in accordance with the terms of the profits interest units grant agreement, and may be exchanged for Class A Common Stock within 90 days following the Closing date, or if not exchanged, will be cancelled and forfeited. The Company s indemnification obligations to BKAS and its related parties for losses relating to or arising under the services provided under the Consulting Agreement survive its termination.

FNF Waiver Agreement (page 104)

The Company and FNF will enter into the FNF Waiver Agreement, pursuant to which FNF will (A) waive all covenants and other provisions of that certain Tax Matters Agreement between FNF and the Company, dated September 16, 2015 (the Tax Matters Agreement), that would prohibit or in any way purport to restrict the consummation of the Transactions in accordance with the terms of the Merger Agreement and (B) waive, on behalf of itself and the applicable indemnified parties in that certain Separation and Distribution Agreement between FNF and the Company, dated September 16, 2015 (the Separation and Distribution Agreement) and the Tax Matters Agreement, the right of FNF and any such applicable indemnified party to seek indemnification from or make claims against the Company under the Separation and Distribution Agreement or the Tax Matters Agreement arising out of any liability incurred or loss suffered by FNF or any such applicable indemnified party relating to, arising out of or resulting from the Transactions.

Transition Services Agreement (page 105)

JAX Op will enter into a transition services agreement (the Transition Services Agreement) with FNH and ABRH, LLC (ABRH) pursuant to which FNH and ABRH will agree to provide certain transition and support services to JAX Op, 99 Restaurants and their respective subsidiaries for specified time periods to be agreed upon by the parties. These services will be intended to ensure continuous operation of the 99 Restaurants locations until they can be fully

integrated into the Company s operations. The Company expects to pay a monthly fee for transition services for a period of six to twelve months after the Closing. The fee will initially be approximately $500,000 per month and will be subject to reduction upon transition of various services, which is expected to commence as soon as practicable after Closing.

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SELECTED FINANCIAL DATA FOR THE COMPANY

The following table summarizes consolidated financial information of J. Alexander s Holdings, Inc. Our financial results for the years ended December 28, 2014 and December 29, 2013 as well as the period from October 1, 2012 through December 30, 2012 are the historical results of J. Alexander s Holdings, LLC, including the earnings prior to and up to September 27, 2015. For the period beginning January 2, 2012 through September 30, 2012, our historical results represent those of J. Alexander s Corporation.

	Successor				Predecessor		Successor	
(Dollars in thousands, except Per Share Data)	Year ended January 1, 2017(1)	Year ended January 3, 2016(1)	Year Ended December 28, 2014(1)	Year Ended December 29, 2013(1)	October 1, 2012 to December 30, 2012(1)	January 2, 2012 to September 30, 2012(1)	Nine Months Ended October 1, 2017(1) (unaudited)	Nine Months Ended October 2, 2016(1) (unaudited)
Statement of Operations Data:								
Net Sales	$ 219,582	$ 217,914	$ 202,233	$ 188,223	$ 40,341	$ 116,555	$ 171,917	$ 162,259
Depreciation and amortization of restaurant property and equipment	8,834	8,222	7,652	7,228	1,425	4,117	7,445	6,636
Pre-opening expenses	1,443	275	681				934	607
Transaction and integration expenses	64	7,181	785	(217)	183	4,537	2,435	62
Asset impairment charges and restaurant closing costs	3	3	5	2,094				