
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):
February 27, 2013

ALEXANDER'S, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

No. 001-06064
(Commission
File Number)

No. 51-0100517
(IRS Employer
Identification No.)

210 Route 4 East
Paramus, New Jersey
(Address of Principal Executive offices)

07652
(Zip Code)

Registrant's telephone number, including area code: (201) 587-8541

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) and (e). On February 27, 2013, Alexander's, Inc. (the "Company") announced that Michael D. Fascitelli resigned as the Company's President effective April 15, 2013. Mr. Fascitelli will remain on the Company's Board of Directors through his current term that will expire at the Company's annual meeting in May 2013. Also on February 27, 2013, Vornado Realty Trust ("Vornado"), which owns 32.4% of the Company, announced that Mr. Fascitelli resigned as Vornado's President and Chief Executive Officer. Mr. Fascitelli will remain on Vornado's Board of Trustees.

In connection with Mr. Fascitelli's resignation from the Company, Mr. Fascitelli and the Company entered into an agreement and a mutual waiver and release. A copy of the agreement and the waiver and release are filed as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

99.1 Agreement, dated February 27, 2013, between Michael D. Fascitelli and Alexander's, Inc.

99.2 Waiver and Release, dated February 27, 2013, between Michael D. Fascitelli and Alexander's, Inc.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ALEXANDER'S, INC.

(Registrant)

By: /s/ Joseph Macnow

Name: Joseph Macnow

Title: Executive Vice President and
Chief Financial Officer

Date: February 27, 2013

Exhibit Index

- 99.1 Letter Agreement, dated February 27, 2013, between Michael D. Fascitelli and Alexander's, Inc.
- 99.2 Waiver and Release, dated February 27, 2013, between Michael D. Fascitelli and Alexander's, Inc.

February 27, 2013

Michael D. Fascitelli
c/o Vornado Realty Trust
888 Seventh Avenue
New York, New York 10016.

Dear Mike:

I write to confirm our conversations concerning your decision to step down from your operational responsibilities with Alexander's Inc. ("Alexander's"). You are resigning as President of Alexander's effective as of April 15, 2013 (the "Effective Date"). You will remain on the Alexander's Board of Directors through your current term that will expire at the Alexander's annual meeting in May 2013. As is customary in executive departure arrangements, Alexander's has prepared the enclosed Waiver and Release.

This Agreement and the enclosed Waiver and Release set forth the entire agreement between Alexander's and you in respect of the subject matter contained herein and supersede any prior agreements.

Please confirm by returning to me the enclosed copy of this letter, signed in the place provided, that you have knowingly and voluntarily decided to accept and agree to the foregoing.

Very truly yours,

/s/ Steven Roth
Steven Roth
Chairman and Chief Executive Officer,
Alexander's Inc.

I SO AGREE AND CONFIRM:

/s/ Michael D. Fascitelli
Michael D. Fascitelli

Dated: February 27, 2013

WAIVER AND RELEASE

Michael D. Fascitelli, on behalf of his heirs, successors and assigns (“Releasor”), in consideration of the benefits set forth in the letter agreement, dated February 27, 2013, between Vornado Realty Trust (“Vornado”) and himself, and other consideration the receipt and sufficiency of which is hereby acknowledged, knowingly and voluntarily waives and releases forever whatever claims he may have or may yet have against Alexander’s Inc., which is owned 32.4% by Vornado, any of Alexander’s Inc.’s parents, subsidiaries and affiliates and any of its present and former employees, trustees, officers, shareholders, partners, agents and representatives (collectively, “Alexander’s”), based upon any matter, cause or thing through the date of this Waiver and Release, including any matter, cause or thing relating to his employment by or position with Alexander’s or any of its subsidiaries, affiliates or investments. Notwithstanding the foregoing, this Waiver and Release shall not waive any rights Releasor has to enforce the terms of the letter agreement or his rights under Vornado’s compensation and benefits plans, programs and arrangements, in accordance with the terms thereof, as modified by the letter agreement. Alexander’s and its successors and assigns, in consideration of the benefits set forth in the letter agreement, knowingly and voluntarily waives and releases forever whatever claims it may have or may yet have against Releasor based upon any matter, cause or thing through the date of this Waiver and Release, including any matter, cause or thing relating to Releasor’s employment by or position with Alexander’s or any of its subsidiaries or investments except to the extent such claim arises out of or is based upon any crime or fraud of the Releasor.

This Waiver and Release includes but is not limited to any rights or claims under United States federal, state or local law and the national or local law of any foreign country (statutory or decisional), for wrongful or abusive discharge, for breach of any contract, or for discrimination based upon race, color, ethnicity, sex, national origin, religion, disability, sexual orientation, or any other unlawful criterion or circumstance, including claims under the Age Discrimination in Employment Act of 1967 (“ADEA”) (except that Releasor does not waive ADEA rights or claims that may arise after the date of this Waiver and Release).

Releasor’s signature below will also constitute confirmation that he has been given at least 21 days within which to consider this release and its consequences, and that he has hereby been advised prior to signing this Waiver and Release to consult with an attorney or any personal or financial advisor he chooses, and that any changes to this Waiver and Release or the Letter Agreement (irrespective of materiality) did not restart the running of the 21-day period. For a period of seven days following the execution of this Waiver and Release Releasor may revoke the Waiver and Release, and the Waiver and Release shall not become effective or enforceable against Releasor, on the one hand, or Alexander’s, on the other hand, until the revocation period has expired (the “effectiveness” of the Waiver and Release).

It is agreed that this Waiver and Release and the letter agreement, dated February 27, 2013, between Releasor and Alexander’s (the “Letter Agreement”), represent the complete

understanding between Releasor, on the one hand, and Alexander's, on the other hand, with respect to the matters contained herein and therein and supersede any and all other agreements between Releasor and Alexander's with respect to such matters, except as set forth above. Neither this Waiver and Release nor the Letter Agreement may be orally modified. No other promises or agreements shall be binding unless in writing and signed by Alexander's, on the one hand, and Releasor, on the other hand, after the date on which Releasor signs this Waiver and Release.

In the event that one or more of the provisions, or portions thereof, of this Waiver and Release are determined to be invalid or unenforceable for any reason, the remainder of this Waiver and Release shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that if any court or arbitrator finds that the release of claims (or any part hereof) contained herein is unlawful or unenforceable, or was not entered into knowingly and voluntarily, Releasor agrees to execute a waiver and release in a form satisfactory to Alexander's that is lawful and enforceable.

This Waiver and Release and the Letter Agreement will be governed by and construed in accordance with the laws of the State of New York without reference or principles of conflicts of laws.

IN WITNESS WHEREOF, Releasor has signed this Waiver and Release this 27th day of February, 2013.

/s/ Michael D. Fascitelli

Michael D. Fascitelli

Alexander's Inc.

By: /s/ Steven Roth

Name: Steven Roth

Title: Chairman and Chief Executive Officer