

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): August 28, 2015

THE ONE GROUP HOSPITALITY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-52651
(Commission File Number)

14-1961545
(IRS Employer
Identification No.)

411 W. 14th Street, 2nd Floor
New York, New York 10014
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (646) 624-2400

(Former name or former address, if changed since last report)

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 Instruction A.2. below):

- 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 1.01 Entry into a Material Definitive Agreement.

On August 28, 2015, The ONE Group Hospitality, Inc. (the “Company”) and certain of its subsidiaries entered into the First Amendment (the “Amendment”) to that certain Asset Purchase Agreement, dated as of July 9, 2015, with SBEEG Holdings, LLC (“SBEEG”), the holding company of the SLS, Redbury and Hyde hotel brands, and certain of SBEEG’s affiliates (the “Agreement”), pursuant to which the parties agreed to extend the date after which a party has a unilateral right to terminate the Agreement if there has been no closing (if such party’s failure to fulfill any obligation under the Agreement has not resulted in the failure to close) from August 31, 2015 to September 30, 2015.

Except as expressly amended by the Amendment, all other terms and provisions of the Asset Purchase Agreement continue in full force and effect.

The foregoing description of the Amendment is qualified in its entirety by the full text of the Amendment which is attached as exhibit 2.1 to this Current Report on Form 8-K, which is incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1	First Amendment to Asset Purchase Agreement, dated as of August 28, 2015, among the Company, Wasabi Holdings, LLC, SBEEG Holdings, LLC, SBE Restaurant Group, LLC, SBE/KATSUYA Middle East, LLC, and SBE Licensing, LLC.

SIGNATURES

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.

Dated: September 1, 2015

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Samuel Goldfinger

Name: Samuel Goldfinger

Title: Chief Financial Officer

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “**Amendment**”), dated August 28, 2015, is entered into by and between SBEEG HOLDINGS, LLC, a Delaware limited liability company (“**SBEEG**”), SBE RESTAURANT GROUP, LLC, a Nevada limited liability company (formerly a California limited liability company) (“**SBERG**”), SBE/KATSUYA MIDDLE EAST, LLC, a Delaware limited liability company (“**East**”) and SBE LICENSING, LLC, a Delaware limited liability company (“SBE Licensing” and together with SBEEG, Brentwood, SBERG and East, the “**Seller Entities**” and individually, a “Seller Entity”), WASABI HOLDINGS, LLC, a Delaware limited liability company (“**Buyer**”) and THE ONE GROUP HOSPITALITY, INC., a Delaware corporation (“**Parent**”) and amends that certain Asset Purchase Agreement, dated July 9, 2015 (the “**Agreement**”). Capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement.

RECITALS

- A. Section 8.1(b) provides that the Parties may have certain rights to terminate the Agreement if the Closing shall not have occurred on or prior to August 31, 2015; and
- B. The parties wish to amend the Agreement to extend the date after which they may have certain rights to terminate the Agreement to September 30, 2015.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Amendment of Section 8.1(b). In Section 8.1(b) of the Agreement, “August 31, 2015” is hereby deleted and replaced with “September 30, 2015”.
- 2. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.
- 3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.
- 4. Entire Agreement. The Agreement, as amended by this Amendment and together with such other exhibits and agreements as reference in the Agreement, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. Except to the extent amended hereby, all of the terms, provisions and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be effective as of the date set forth above.

PARENT:

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

BUYER:

WASABI HOLDINGS, LLC

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

[Signature Page to First Amendment to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be effective as of the date set forth above.

SELLER ENTITIES:

SBEEG HOLDINGS, LLC

By: /s/ Sam Nazarian

Name: Sam Nazarian

Title: Authorized Person

SBE RESTAURANT GROUP, LLC

By: /s/ Sam Nazarian

Name: Sam Nazarian

Title: Authorized Person

SBE/KATSUYA MIDDLE EAST, LLC

By: /s/ Sam Nazarian

Name: Sam Nazarian

Title: Authorized Person

SBE LICENSING, LLC

By: /s/ Sam Nazarian

Name: Sam Nazarian

Title: Authorized Person

[Signature Page to First Amendment to Asset Purchase Agreement]
