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 10, 2020

THE ONE GROUP HOSPITALITY, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-37379**	**14-1961545**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1624 Market Street, Suite 311
Denver, Colorado 80202
(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 communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	STKS	Nasdaq

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

On August 10, 2020, Goldman Sachs Bank USA ("GSB"), as administrative agent, collateral agent and lead arranger under the Credit and Guaranty Agreement dated October 4, 2019 between The ONE Group Hospitality, Inc. and certain of its subsidiaries, the lenders from time to time party thereto and GSB (as amended by the First Amendment, dated May 8, 2020) (the "Credit Agreement") entered into a second amendment to the Credit Agreement that:

- Eliminates testing of the fixed charge coverage ratio for the balance of 2020 and 2021;
- Eliminates testing the "Leverage Ratio" for the quarter ending June 30, 2020;
- For the purpose of testing, replaces maximum "Leverage Ratio" with maximum "Net Leverage Ratio". The maximum Net Leverage Ratio of (i) 2.85 to 1.00 as of the fiscal quarter ending September 30, 2020, (ii) 3.60 to 1.00 as of the fiscal quarter ending December 31, 2020, (iii) 3.10 to 1.00 as of the fiscal quarter ending March 31, 2021, (iv) 2.10 to 1.00 as of the fiscal quarters ending June 30, 2021 and September 30, 2021, and (v) 1.90 to 1.00 as of the fiscal quarter ending December 31, 2021. The agreement provides for a pro forma adjustment to reflect one full year of Kona Grill operations;
- Reduces the maximum consolidated capital expenditures to $7,000,000 for 2020 and $7,000,000 for 2021; and
- Requires minimum "Consolidated Liquidity" to be $4,000,000 for the balance of 2020 and 2021 (from $1,500,000 for 2021).

Item 2.02 Results of Operations and Financial Conditions.

On August 12, 2020, The ONE Group Hospitality, Inc. (the "Company") issued a press release announcing certain financial results for the second quarter ended June 30, 2020. The full text of the press release is furnished as Exhibit 99.1 to the Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.* The following exhibits are being filed herewith:

10.1	Second Amendment to Credit and Guaranty Agreement, dated August 10, 2020 between The ONE Group, LLC, certain other credit parties and Goldman Sachs Bank USA, as administrative agent for the lenders
99.1	Press Release dated August 12, 2020

EXHIBIT INDEX

Exhibit No.	Description
10.1	Second Amendment to the Credit and Guaranty Agreement, dated August 10, 2020 between The ONE Group, LLC, certain other credit parties and Goldman Sachs Bank USA, as administrative agent for the lenders
99.1	Press Release dated August 12, 2020

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: August 12, 2020

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Tyler Loy
Name: Tyler Loy
Title: Chief Financial Officer

Exhibit 10.1

Execution Version

SECOND AMENDMENT TO CREDIT AND GUARANTY AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AND GUARANTY AGREEMENT (this " ***Amendment***") is entered into as of August 10, 2020 by and among THE ONE GROUP, LLC, a Delaware limited liability company (the " ***Company***"); the other Credit Parties signatory hereto; the Lenders signatory hereto and GOLDMAN SACHS BANK USA, as administrative agent for the Lenders (in such capacity, the "***Administrative Agent***").

RECITALS

A. The Credit Parties, Lenders and Administrative Agent are parties to a certain Credit and Guaranty Agreement, dated as of October 4, 2019 (as amended by that certain First Amendment to Credit and Guaranty Agreement, dated as of May 8, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), pursuant to which the Lenders have made certain financial accommodations available to the Company;

B. The Company has requested that the Lenders amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders executing this Amendment, which Lenders constitute the Requisite Lenders, are willing to do so;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

A. AMENDMENTS

1. Section 1.1 of the Credit Agreement is hereby amended by adding the following new definition thereto in proper alphabetical order:

> "**Net Leverage Ratio**" means, as of any date of determination, the ratio of (i)(a) Consolidated Total Debt as of such date minus (b) Qualified Cash as of such date, to (ii) Consolidated Adjusted EBITDA for the four-Fiscal Quarter period ending on such date (or if such date of determination is not the last day of a Fiscal Quarter in respect of which financial statements and a compliance certificate are being delivered, for the four-Fiscal Quarters period ending as of the most recently concluded Fiscal Quarter for which financial statements have previously been or were required to be delivered).
>
> "**Second Amendment Effective Date**" means August 10, 2020.

2. Section 1.1 of the Credit Agreement is hereby further amended by amending and restating the definition of "Fee Letter" as set forth below:

> "**Fee Letter**" means the amended and restated fee letter, dated as of the Second Amendment Effective Date, between the Company and Administrative Agent.

3. Section 1.1 of the Credit Agreement is hereby further amended by replacing the phrase “Section 6.8(b)” in the definition of “Consolidated Fixed Charges” with the phrase “Section 6.8(a)”.

4. Section 2.13(h) of the Credit Agreement is hereby amended by adding the following sentence to the end of such section as follows:

> Notwithstanding the foregoing, no prepayments shall be required pursuant to this Section 2.13(h) from the Second Amendment Effective Date through March 31, 2022.

5. Section 6.8(a) of the Credit Agreement is hereby amended by adding the following sentence to the end thereof:

> Notwithstanding the foregoing, solely for the purposes of testing the financial covenant at the end of each Fiscal Quarter pursuant to this Section 6.8(a), the Credit Parties shall not be required to comply with Section 6.8(a) for the Fiscal Quarters ending June 30, 2020; September 30, 2020; December 31, 2020; March 31, 2021; June 30, 2021; September 30, 2021 and December 31, 2021; provided, that, for the avoidance of doubt, the Credit Parties shall continue to be required to comply with any condition hereunder (whether in connection with an incurrence test or otherwise) that requires pro forma compliance with the Fixed Charge Coverage Ratio for any of such Fiscal Quarters.

6. Section 6.8(b) of the Credit Agreement is hereby amended by replacing such Section 6.8(b) in its entirety with the following:

> (b) Leverage Ratio. Holdings shall not permit the Leverage Ratio as of the last day of any Fiscal Quarter, beginning with the Fiscal Quarter ending December 31, 2019, to exceed the correlative ratio indicated:

Fiscal Quarter Ending	**Leverage Ratio**
December 31, 2019, March 31, 2020	2.75:1.00
June 30, 2020	3.00:1.00
September 30, 2020, December 31, 2020	2.75:1.00
March 31, 2021	2.00:1.00
June 30, 2021	1.75:1.00
September 30, 2021	1.70:1.00
December 31, 2021	1.65:1.00

Fiscal Quarter Ending	Leverage Ratio
March 31, 2022 and on the last day of any Fiscal Quarter ending thereafter	1.50:1.00

Notwithstanding the foregoing, solely for the purposes of testing the financial covenant at the end of each Fiscal Quarter pursuant to this Section 6.8(b), the Credit Parties shall not be required to comply with Section 6.8(b) for the Fiscal Quarters ending June 30, 2020; September 30, 2020; December 31, 2020; March 31, 2021; June 30, 2021; September 30, 2021 and December 31, 2021; provided, that, for the avoidance of doubt, the Credit Parties shall continue to be required to comply with any condition hereunder (whether in connection with an incurrence test or otherwise) that requires pro forma compliance with the Leverage Ratio for any of such Fiscal Quarters.

7. Section 6.8(c) of the Credit Agreement is hereby amended by replacing such Section 6.8(c) in its entirety with the following:

(c) Maximum Consolidated Capital Expenditures. Holdings shall not, and shall not permit its Subsidiaries to, make or incur Consolidated Capital Expenditures, in any Fiscal Year indicated below, in an aggregate amount for Holdings and its Subsidiaries in excess of the corresponding maximum amount set forth below opposite such Fiscal Year; provided, if any portion of such maximum amount for any Fiscal Year or Fiscal Quarter, as applicable, (as adjusted in accordance with this proviso) is not utilized, then an amount not utilized of up to fifty percent (50)% of the maximum amount for such period permitted under this clause (c) may be utilized in the immediately succeeding Fiscal Year solely to the extent the maximum amount set forth below for such immediately succeeding year has been utilized:

Fiscal Year	Consolidated Capital Expenditures
2020	$7,000,000
2021	$7,000,000
2022	$8,000,000

Fiscal Year	Consolidated Capital Expenditures
2023 and for each Fiscal Year thereafter	$8,000,000

8. Section 6.8(d) of the Credit Agreement is hereby amended by replacing such Section 6.8(d) in its entirety with the following:

(d) Minimum Consolidated Liquidity. Holdings shall not permit Consolidated Liquidity at any time to be less than (i) from the period through the Closing Date through and including May 7, 2020, $1,500,000, (ii) from the First Amendment Effective Date through and including December 31, 2021, $4,000,000 and (iii) at all times thereafter, $1,500,000.

9. Section 6.8 of the Credit Agreement is hereby amended by adding the following new clause (e) as follows:

(e) Net Leverage Ratio. Holdings shall not permit the Net Leverage Ratio as of the last day of any Fiscal Quarter, beginning with the Fiscal Quarter ending September 30, 2020 and ending with the Fiscal Quarter ending December 31, 2021, to exceed the correlative ratio indicated:

Fiscal Quarter Ending	Net Leverage Ratio
September 30, 2020	2.85:1.00
December 31, 2020	3.60:1.00
March 31, 2021	3.10:1.00
June 30, 2021	2.10:1.00
September 30, 2021	2.10:1.00
December 31, 2021	1.90:1.00

B. CONDITIONS TO EFFECTIVENESS

Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Credit Parties shall have no rights under this Amendment, until Administrative Agent shall have received (i) reimbursement or payment of its costs and expenses incurred in connection with this Amendment or the Credit Agreement (including reasonable fees, charges and disbursements of counsel to Administrative Agent); and (ii) executed counterparts of (A) this Amendment from the Company, each other Credit Party, each of the Guarantors and the Lenders and (B) the Fee Letter from the Company, in each case, in form and substance satisfactory to Administrative Agent.

C. REPRESENTATIONS

To induce the Lenders and Administrative Agent to enter into this Amendment, each Credit Party hereby represents and warrants to the Lenders and the Administrative Agent that:

1. Each of the Credit Parties and its Subsidiaries (a) is duly organized, validly existing and in good standing (if applicable and provided that an English Credit Party shall not be required at any time to make such good standing representation and warranty) under the laws of its jurisdiction of organization, (b) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Credit Documents to which it is a party and to carry out the transactions contemplated thereby, and (c) is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing has not had, and could not be reasonably expected to have, a Material Adverse Effect;

2. The execution, delivery and performance of this Amendment has been duly authorized by all necessary action on the part of each Credit Party that is a party hereto;

3. After giving effect to this Amendment, the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects on and as of the Second Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; and

4. After giving effect to this Amendment, no Default or Event of Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of this Agreement or by the performance or observance of any provision hereof.

D. OTHER AGREEMENTS

1. Continuing Effectiveness of Credit Documents. As amended hereby, all terms of the Credit Agreement and the other Credit Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Credit Parties party thereto. To the extent any terms and conditions in any of the other Credit Documents shall contradict or be in conflict with any terms or conditions of the Credit Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Credit Agreement as modified and amended hereby. Upon the effectiveness of this Amendment such terms and conditions are hereby deemed modified and amended accordingly to reflect the terms and conditions of the Credit Agreement as

modified and amended hereby.

2. Reaffirmation of Guaranty. Each Guarantor consents to the execution and delivery by the Credit Parties of this Amendment and the consummation of the transactions described herein, and ratifies and confirms the terms of the Guaranty to which such Guarantor is a party with respect to the indebtedness now or hereafter outstanding under the Credit Agreement as amended hereby and all promissory notes issued thereunder. Each Guarantor acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any indebtedness of the Credit Parties to the Lenders or any other obligation of the Credit Parties, or any actions now or hereafter taken by the Lenders with respect to any obligation of the Credit Parties, the Guaranty to which such Guarantor is a party (i) is and shall continue to be a primary obligation of such Guarantor, (ii) is and shall continue to be an absolute, unconditional, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of any Guarantor under the Guaranty to which such Guarantor is a party.

3 . Acknowledgment of Perfection of Security Interest. Each Credit Party hereby acknowledges that, as of the date hereof, the security interests and liens granted to Administrative Agent and the Lenders under the Credit Agreement and the other Credit Documents are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Credit Agreement and the other Credit Documents.

4 . Effect of Agreement. Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, and the other Credit Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Credit Parties to the Lenders and Administrative Agent, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall constitute a Credit Document for all purposes of the Credit Agreement.

5. Governing Law**.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York and all applicable federal laws of the United States of America.

6 . No Novation**.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement and the other Credit Documents or an accord and satisfaction in regard thereto.

7 . Costs and Expenses. The Credit Parties agrees to pay on demand all costs and expenses of Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of outside counsel for Administrative Agent with respect thereto.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission, electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof.

9 . Binding Nature. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns. No third party beneficiaries are intended in connection with this Amendment.

10. Entire Understanding. This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

11 . Release. (a) Each Credit Party hereby releases, acquits, and forever discharges Administrative Agent and each of the Lenders, and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative, and attorney of Administrative Agent and the Lenders (each a "Releasee"), from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which such Credit Party may have or claim to have now or which may hereafter arise out of or connected with any act of commission or omission of Releasee existing or occurring on or prior to the date of this Amendment or any instrument executed on or prior to the date of this Amendment including, without limitation, any claims, liabilities or obligations arising with respect to the Credit Agreement or the other of the Credit Documents. The provisions of this paragraph shall be binding upon each Credit Party and shall inure to the benefit of Releasees, and their respective heirs, executors, administrators, successors and assigns, and the other released parties set forth herein. No Credit Party is aware of any claim or offset against, or defense or counterclaim to, any Credit Party's obligations or liabilities under the Credit Agreement or any other Credit Document. The provisions of this Section shall survive payment in full of the Obligations, full performance of the terms of this Amendment and the Credit Documents, and/or Administrative Agent's or each Lender's actions to exercise any remedy available under the Credit Documents or otherwise. Each Credit Party warrants and represents that such Credit Party is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and each Credit Party has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof.

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

THE ONE GROUP, LLC, as the Company

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

THE ONE GROUP HOSPITALITY, INC., as Holdings

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

LITTLE WEST 12TH LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

BASEMENT MANAGER, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

MPD SPACE EVENTS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

[Signature Page to Second Amendment to Credit and Guaranty Agreement]

ONE 29 PARK MANAGEMENT, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK MIDTOWN HOLDINGS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK MIDTOWN, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

ONE MARKS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

WSATOG (MIAMI) LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK MIAMI, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK MIAMI SERVICE, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK-LA, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK – LAS VEGAS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK ATLANTA, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK ORLANDO LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK CHICAGO LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK WESTWOOD, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK DENVER, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK DALLAS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK REBEL AUSTIN, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK TEXAS HOLDINGS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK TEXAS HOLDINGS II, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK REBEL SAN DIEGO, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK ROOFTOP SAN DIEGO, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK IBIZA, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

THE ONE GROUP – STKPR, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

THE ONE GROUP - MENA, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

THE ONE GROUP - QATAR VENTURES, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

THE ONE GROUP – MEXICO, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

SEAPORT REBEL RESTAURANT LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK NASHVILLE, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG MARKETING LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK ASPEN, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG ORLANDO F&B MANAGER LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

KONA GRILL ACQUISITION, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG KONA MACADAMIA, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG KONA BALTIMORE, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG KONA TEXAS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG KONA SUSHI, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

T.O.G. (UK) LIMITED

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

HIP HOSPITALITY LIMITED

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

T.O.G. (ALDWYCH) LIMITED

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

CA ALDWYCH LIMITED

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

9401415 CANADA LTD.

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

TOG KONA TEXAS CONCESSION, LLC

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK SCOTTSDALE, LLC

By: /s/Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

STK BELLEVUE, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

JEC II LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

KGA TEXAS, LLC

By: /s/ Emanuel Hilario
Name: Emanuel Hilario
Title: Chief Executive Officer

GOLDMAN SACHS BANK USA, as Administrative Agent
and as a
Lender

By: /s/ Greg Watts
Name: Greg Watts
Title: Authorized Signatory

[Signature Page to Second Amendment to Credit and Guaranty Agreement]

Exhibit 99.1

The ONE Group Reports Second Quarter 2020 Results

Provides Update on Impact of COVID-19

34 of 36 Domestic Restaurants Have Resumed In-Person Dining; 6 of 8 International STKs Have Resumed In-Person Dining

Denver, CO – **(BUSINESS WIRE)** – August 12, 2020 - The ONE Group Hospitality, Inc. (“The ONE Group” or the “Company”) (Nasdaq: STKS) today reported its financial results for the second quarter ended June 30, 2020 and provided an update related to COVID-19.

Highlights for the second quarter ended June 30, 2020 compared to the same period last year are as follows:

- **Total GAAP revenues** decreased 29.4% to $16.7 million from $23.6 million;
- **Consolidated comparable sales*** decreased 66.7% but improved sequentially through the quarter
    - Comparable sales decreased 40.1% in June, 70.2% in May, and 90.2% in April
- **Comparable sales* for STK** decreased 81.4% but improved sequentially through the quarter
    - Comparable sales decreased 59.9% in June, 88.1% in May, and 95.6% in April
- **Comparable sales* for Kona Grill** decreased 52.8% but improved sequentially through the quarter
    - Comparable sales decreased 21.9% in June, 52.5% in May, and 85.2% in April
- **GAAP net loss attributable to The ONE Group** was $2.9 million, or $0.10 net loss per share, compared to GAAP net loss of $0.3 million, or $0.01 net loss per share. GAAP net loss attributable to The ONE Group during the second quarter 2020 includes $0.7 million of incremental costs related to COVID-19;
- **Adjusted EBITDA**** decreased to ($0.8) million compared to $2.1 million.

For July 2020, consolidated comparable sales* decreased 25%. STK comparable sales* decreased 36% and for Kona Grill comparable sales* decreased 16%. Take-out and delivery sales were 13.7% of total company-owned revenues for the month.

**Comparable sales represent total U.S. food and beverage sales at owned and managed units opened for at least a full 18-month period. This measure includes total revenue from our owned and managed locations. Revenues from locations where we do not directly control the event sales force (The W Hotel Westwood, CA) are excluded from this measure.*

*** Adjusted EBITDA. We define Adjusted EBITDA as net income before interest expense, provision for income taxes, depreciation and amortization, non-cash impairment loss, non-cash rent expense, pre-opening expenses, non-recurring gains and losses, stock-based compensation and certain transactional costs. Adjusted EBITDA has been presented in this press release and is a supplemental measure of financial performance that is not required by, or presented in accordance with, GAAP. Refer to the reconciliation of Adjusted EBITDA to Net Income in this release.*

“The health, safety and well-being of our employees and guests is critically important to us as we have welcomed guests back for in-person dining at 94% of our domestic STK and Kona Grill restaurants, providing them with the unique dining experiences they have been patiently waiting for. We are very pleased and most proud of having returned almost 3,000 teammates to the workforce in this very unique and challenging economic environment,” said Emanuel “Manny” Hilario, President and CEO of The ONE Group.

“We are encouraged by the continued sequential improvement in our comparable sales results, which includes our curbside and delivery business, as trends have strengthened month over month through July. Kona Grill has rebounded extremely well from the effects of COVID-19 shutdowns, driven by strong operations and marketing and aided by its suburban footprint; July comparable sales decreased 16% year over year and are tracking closer to normal levels as we quickly approach the holiday season. Excluding New York, Miami, and Las Vegas, our mainland domestic STK locations July’s comparable sales decreased 17%. Las Vegas, our STK brand flagship, July’s comparable sales decreased 34%, only limited by 50% occupancy leaving much unfulfilled customer demand. New York and Miami are our most challenged STK markets where July comparable sales decreased 54% because we currently do not have access to approximately 80% of our seating capacity in those markets. However, thanks to the relentless work and commitment of our team members, we were still able to achieve positive restaurant-level margins during the second quarter despite the challenges brought on by the pandemic,” continued Hilario.

“We continue to be encouraged by consumer interest in STK Meat Market, an e-commerce platform we launched in April that allows guests to purchase a wide array of signature Choice, Prime, and Waygu steak cuts for home delivery nationwide. It represents an additive layer to our business that we will leverage even after the pandemic subsides,” concluded Hilario.

Second Quarter 2020 Financial Results

Total GAAP revenues decreased 29.4% to $16.7 million in the second quarter of 2020 from $23.6 million in the second quarter of 2019. The decrease was primarily driven by the temporarily closures of some of the Company's restaurants, occupancy limitations in locations resuming in person dining, and a shift to delivery/take-out business due to state and local mandates as a result of COVID-19. This was partially offset by approximately $12.4 million in sales from the Kona Grill restaurants, which the Company acquired on October 4, 2019.

Total owned restaurant net revenues decreased 21.1% to $16.5 million in the second quarter of 2020 from $20.9 million in the second quarter of 2019. Management, license and incentive fee revenues were $0.1 million in the second quarter of 2020 compared to $2.7 million in the second quarter of 2019. The decrease was primarily due to temporary closures of the Company's managed and licensed locations due to COVID-19.

GAAP net loss attributable to The ONE Group Hospitality, Inc. in the second quarter of 2020 was $2.9 million, or $0.10 net loss per share, compared to GAAP net loss of $0.3 million, or $0.01 net loss per share, in the second quarter of 2019. Second quarter 2020 net income includes $0.7 million of incremental costs related to COVID-19.

Adjusted EBITDA** decreased to ($0.8) million in the second quarter of 2020 from $2.1 million in the second quarter of 2019.

COVID-19 Update

Starting in May 2020, state and local governments began easing restrictions on stay-at-home orders and certain Company restaurants were allowed to open for in-person dining with seating capacity restrictions, which resulted in increased revenues in May and June compared to April 2020.

Out of concern for its customers and partners, the Company implemented enhanced safety measures and sanitation procedures to allow for in-person dining at its restaurants. The Company incurred $0.7 million and $2.0 million of costs related to COVID-19 in the three and six months ended June 30, 2020, respectively, composed primarily of payments to employees for paid-time off during restaurant closures, inventory waste, rent and rent related costs for closed and limited-operations restaurants from the day that the dining room closed, sanitation supplies and safety precautions taken to prevent the spread of COVID-19.

The Company implemented measures to reduce its costs during the COVID-19 pandemic beginning in March 2020, including the furlough of employees, deferral of capital projects, and negotiations with suppliers and landlords regarding deferral or abatement of payments. As of June 30, 2020, the Company had $23.5 million in cash and cash equivalents.

Restaurant Re-Openings and Return to In-Person Dining

As of August 12, 2020, the Company has resumed in-person dining at 34 of 36 domestic restaurants and will resume in-person dining at its Miami STK restaurant and re-open its San Juan STK restaurant as soon as conditions permit. The Company has also resumed in-person dining at 6 of 8 international STK restaurants in conjunction with the increase in its restaurant activity. The Company has recalled approximately 3,000 furloughed employees.

One Hospitality - F&B Venues

The Company continues to resume F&B operations with its partners where demand makes it appropriate. As of August 12, 2020, the Company has resumed F&B operations for the following six venues:

United Kingdom (London) – Radio Rooftop, ME Hotel F&B, and Marconi
Italy – Radio Rooftop (Milan), ME Hotel F&B (Milan), and Angel Rooftop (Florence)

2020 Targets Suspended

On March 17, 2020, the Company suspended guidance for 2020 due to the negative effect COVID-19 is having on its operations and financial performance, the extent of which is not currently known.

Conference Call and Webcast

Emanuel "Manny" Hilario, President and Chief Executive Officer, and Tyler Loy, Chief Financial Officer, will host a conference call and webcast today at 4:30PM Eastern Time.

The conference call can be accessed live over the phone by dialing 1-201-493-6780. A replay will be available after the call and can be accessed by dialing 1-412-317-6671; the passcode is 13705484. The replay will be available until August 20, 2020.

The webcast can be accessed from the Investor Relations tab of The ONE Group’s website at www.togrp.com under “News / Events”.

About The ONE Group

The ONE Group Hospitality, Inc. (Nasdaq: STKS) is a global hospitality company that develops and operates upscale and polished casual, high-energy restaurants and lounges and provides hospitality management services for hotels, casinos and other high-end venues both nationally and internationally. The ONE Group’s focus is to be the global leader in Vibe Dining, and its primary restaurant brands are:

- STK, a modern twist on the American steakhouse concept with 20 restaurants in major metropolitan cities in the U.S., Europe and the Middle East; and,
- Kona Grill, a polished casual, bar-centric grill brand with 24 restaurants in the U.S., features American favorites, award-winning sushi, and specialty cocktails in an upscale casual atmosphere.

ONE Hospitality, The ONE Group’s food and beverage hospitality services business, develops, manages and operates premier restaurants and turnkey food and beverage services within high-end hotels and casinos. Additional information about The ONE Group can be found at www.togrp.com.

Cautionary Statement on Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “anticipate,” “believe,” “expect,” “estimate,” “plan,” “outlook,” and “project” and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. A number of factors could cause actual results or outcomes to differ materially from those indicated by such forward-looking statements, including but not limited to: (1) the effects of the COVID-19 pandemic on our business, including government restrictions on our ability to operate our restaurants and changes in customer behavior, and our ability to re-hire employees; (2) our ability to open new restaurants and food and beverage locations in current and additional markets, grow and manage growth profitably, maintain relationships with suppliers and obtain adequate supply of products and retain our key employees; (3) factors beyond our control that affect the number and timing of new restaurant openings, including weather conditions and factors under the control of landlords, contractors and regulatory and/or licensing authorities; (4) our ability to successfully improve performance and cost, realize the benefits of our marketing efforts and achieve improved results as we focus on developing new management and license deals; (5) changes in applicable laws or regulations; (6) the possibility that The ONE Group may be adversely affected by other economic, business, and/or competitive factors; (7) our ability to efficiently integrate Kona Grill restaurants, and our ability to improve performance and cost at the restaurants and to realize synergies; and (8) other risks and uncertainties indicated from time to time in our filings with the SEC, including our Annual Report on Form 10-K filed for the year ended December 31, 2019.

Investors are referred to the most recent reports filed with the Securities and Exchange Commission by The ONE Group Hospitality, Inc. Investors are cautioned not to place undue reliance upon any forward-looking statements, which speak only as of the date made, and we undertake no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

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THE ONE GROUP HOSPITALITY, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME
(Unaudited, in thousands, except earnings per share and related share information)

	For the three months ended June 30, 2020	For the three months ended June 30, 2019	For the six months ended June 30, 2020	For the six months ended June 30, 2019
Revenues:				
Owned restaurant net revenue	$ 16,529	$ 20,943	$ 55,086	$ 41,036
Management, license and incentive fee revenue	135	2,656	2,297	5,339
Total revenues	16,664	23,599	57,383	46,375
Cost and expenses:				
Owned operating expenses:				
Owned restaurant cost of sales	4,174	5,519	14,287	10,545
Owned restaurant operating expenses	12,038	13,630	38,537	26,347
Total owned operating expenses	16,212	19,149	52,824	36,892
General and administrative (including stock-based compensation of $482, $456, $820, and $637 for the three and six months ended June 30, 2020 and 2019 respectively)	2,438	2,704	5,835	5,354
Depreciation and amortization	2,510	1,004	4,950	1,946
Transaction and integration costs	14	152	1,109	152
COVID-19 related expenses	695	—	2,043	—
Lease termination expenses	89	141	268	141
Pre-opening expenses	—	63	—	545
Other income, net	(11)	(91)	(12)	(266)
Total costs and expenses	21,947	23,122	67,017	44,764
Operating (loss) income	(5,283)	477	(9,634)	1,611
Other expenses, net:				
Interest expense, net of interest income	1,195	218	2,370	487
Loss on early debt extinguishment	—	437	—	437
Total other expenses, net	1,195	655	2,370	924
(Loss) income before (benefit) provision for income taxes	(6,478)	(178)	(12,004)	687
(Benefit) provision for income taxes	(3,228)	(15)	(3,881)	81
Net (loss) income	(3,250)	(163)	(8,123)	606
Less: net (loss) income attributable to noncontrolling interest	(378)	159	(652)	74
Net (loss) income attributable to The ONE Group Hospitality, Inc.	$ (2,872)	$ (322)	$ (7,471)	$ 532
Currency translation gain (loss)	2	(120)	(42)	(280)
Comprehensive (loss) income attributable to The ONE Group Hospitality, Inc.	$ (2,870)	$ (442)	$ (7,513)	$ 252
Net (loss) income attributable to The ONE Group Hospitality, Inc. per share:				
Basic net (loss) earnings per share	$ (0.10)	$ (0.01)	$ (0.26)	$ 0.02
Diluted net (loss) earnings per share	$ (0.10)	$ (0.01)	$ (0.26)	$ 0.02
Shares used in computing basic (loss) earnings per share	28,907,568	28,432,510	28,778,544	28,373,974
Shares used in computing diluted (loss) earnings per share	28,907,568	28,432,510	28,778,544	29,456,764

The following table sets forth certain statements of operations data as a percentage of total revenues for the periods indicated. Certain percentage amounts may not sum to total due to rounding.

	For the three months ended June 30,		For the six months ended June 30,	
	2020	2019	2020	2019
Revenues:				
Owned restaurant net revenue	99.2 %	88.7 %	96.0 %	88.5 %
Management, license and incentive fee revenue	0.8 %	11.3 %	4.0 %	11.5 %
Total revenues	100.0 %	100.0 %	100.0 %	100.0 %
Cost and expenses:				
Owned operating expenses:				
Owned restaurant cost of sales (1)	25.3 %	26.4 %	25.9 %	25.7 %
Owned restaurant operating expenses (1)	72.8 %	65.1 %	70.0 %	64.2 %
Total owned operating expenses (1)	98.1 %	91.4 %	95.8 %	89.9 %
General and administrative (including stock-based compensation of 2.9%, 1.9%, 1.4%, and 1.4% for the three and six months ended June 30, 2020 and 2019 respectively)	14.6 %	11.5 %	10.2 %	11.5 %
Depreciation and amortization	15.1 %	4.3 %	8.6 %	4.2 %
Transaction and integration costs	0.1 %	0.6 %	1.9 %	0.3 %
COVID-19 related expenses	4.2 %	—%	3.6 %	—%
Lease termination expenses	0.5 %	0.6 %	0.5 %	0.3 %
Pre-opening expenses	—%	0.3 %	—%	1.2 %
Other income, net	(0.1)%	(0.4)%	—%	(0.6)%
Total costs and expenses	131.7 %	98.0 %	116.8 %	96.5 %
Operating (loss) income	(31.7)%	2.0 %	(16.8)%	3.5 %
Other expenses, net:				
Interest expense, net of interest income	7.2 %	0.9 %	4.1 %	1.1 %
Loss on early debt extinguishment	—%	1.9 %	—%	0.9 %
Total other expenses, net	7.2 %	2.8 %	4.1 %	2.0 %
(Loss) income before (benefit) provision for income taxes	(38.9)%	(0.8)%	(20.9)%	1.5 %
(Benefit) provision for income taxes	(19.4)%	(0.1)%	(6.8)%	0.2 %
Net (loss) income	(19.5)%	(0.7)%	(14.2)%	1.3 %
Less: net (loss) income attributable to noncontrolling interest	(2.3)%	0.7 %	(1.1)%	0.2 %
Net (loss) income attributable to The ONE Group Hospitality, Inc.	(17.2)%	(1.4)%	(13.0)%	1.1 %

(1) These expenses are being shown as a percentage of owned restaurant net revenue.

THE ONE GROUP HOSPITALITY, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share information)

	June 30, 2020 (Unaudited)	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 23,460	$ 12,344
Accounts receivable	4,066	10,351
Inventory	2,310	3,058
Other current assets	1,470	1,047
Due from related parties	376	341
Total current assets	31,682	27,141
Property and equipment, net	67,873	70,483
Operating lease right-of-use assets	78,735	81,097
Deferred tax assets, net	11,650	7,751
Intangibles, net	16,748	17,183
Other assets	2,479	1,622
Security deposits	990	1,308
Total assets	$ 210,157	$ 206,585
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 6,544	$ 8,274
Accrued expenses	8,599	11,198
Deferred license revenue	208	332
Deferred gift card revenue and other	2,343	3,183
Current portion of operating lease liabilities	4,524	4,397
Current portion of long-term debt	640	749
Total current liabilities	22,858	28,133
Deferred license revenue, long-term	1,058	1,036
Operating lease liabilities, net of current portion	96,328	98,278
CARES Act Loans	18,314	—
Long-term debt, net of current portion	45,084	45,226
Total liabilities	183,642	172,673
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.0001 par value, 75,000,000 shares authorized; 28,960,147 and 28,603,829 shares issued and outstanding at June 30, 2020 and December 31, 2019, respectively	3	3
Preferred stock, $0.0001 par value, 10,000,000 shares authorized; no shares issued and outstanding at June 30, 2020 and December 31, 2019, respectively	—	—
Additional paid-in capital	45,621	44,853
Accumulated deficit	(15,362)	(7,891)
Accumulated other comprehensive loss	(2,693)	(2,651)
Total stockholders' equity	27,569	34,314
Noncontrolling interests	(1,054)	(402)
Total equity	26,515	33,912
Total liabilities and equity	$ 210,157	$ 206,585

Reconciliation of Non-GAAP Measures

We prepare our financial statements in accordance with generally accepted accounting principles (GAAP). In this press release, we also make references to the following non-GAAP financial measures: total food and beverage sales at owned and managed units and Adjusted EBITDA.

Total food and beverage sales at owned and managed units. Total food and beverage sales at owned and managed units represents our total revenue from our owned operations as well as the revenue reported to us with respect to sales at our managed locations, where we earn management and incentive fees at these locations. We believe that this measure represents a useful internal measure of performance as it identifies total sales associated with our brands and hospitality services that we provide. Accordingly, we include this non-GAAP measure so that investors can review financial data that management uses in evaluating performance, and we believe that it will assist the investment community in assessing performance of restaurants and other services we operate, whether or not the operation is owned by us. However, because this measure is not determined in accordance with GAAP, it is susceptible to varying calculations and not all companies calculate these measures in the same manner. As a result, this measure as presented may not be directly comparable to a similarly titled measure presented by other companies. This non-GAAP measure is presented as supplemental information and not as an alternative to any GAAP measurements. The following table includes a reconciliation of our GAAP revenue to total food and beverage sales at our owned and managed units (in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2020 (unaudited)	2019 (unaudited)	2020 (unaudited)	2019 (unaudited)
Owned restaurant net revenue (1)	$ 16,529	$ 20,943	$ 55,086	$ 41,036
Management, license and incentive fee revenue	135	2,656	2,297	5,339
GAAP revenues	$ 16,664	$ 23,599	$ 57,383	$ 46,375
Food and beverage sales from managed units (1)	1,544	26,497	23,092	51,631
Total food and beverage sales at owned and managed units	$ 18,073	$ 47,441	$ 78,178	$ 92,667

(1) Components of total food and beverage sales at owned and managed units.

The following table presents the elements of the quarterly Same Store Sales measure for 2018, 2019 and 2020:

	2018				2019				2020	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
US STK Owned Restaurants	8.7%	6.2%	7.7%	14.9%	10.4%	7.8%	8.1%	7.6%	-12.9%	-79.7%
US STK Managed Restaurants	4.9%	10.1%	5.4%	15.6%	5.0%	3.6%	12.2%	12.6%	-12.5%	-85.3%
US STK Total Restaurants	7.3%	7.5%	6.9%	15.0%	8.6%	6.4%	9.3%	8.9%	-12.8%	-81.4%
Kona Grill Total Restaurants	—	—	—	—	—	—	—	3.9%	-15.5%	-52.8%
Combined Same Store Sales	7.3%	7.5%	6.9%	15.0%	8.6%	6.4%	9.3%	6.5%	-14.1%	-66.7%

Adjusted EBITDA. We define Adjusted EBITDA as net income before interest expense, provision for income taxes, depreciation and amortization, non-cash impairment loss, non-cash rent expense, pre-opening expenses, non-recurring gains and losses, stock-based compensation and certain transactional costs. Not all the aforementioned items defining Adjusted EBITDA occur in each reporting period but have been included in our definitions of terms based on our historical activity. Adjusted EBITDA has been presented in this press release and is a supplemental measure of financial performance that is not required by, or presented in accordance with, GAAP.

We believe that adjusted EBITDA is an appropriate measure of operating performance, as it provides a clear picture of our operating results by eliminating certain non-cash expenses that are not reflective of the underlying business performance. We use this metric to facilitate a comparison of our operating performance on a consistent basis from period to period and to analyze the factors and trends affecting our business as well as evaluate the performance of our units. Adjusted EBITDA has limitations as an analytical tool and our calculation thereof may not be comparable to that reported by other companies; accordingly, you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Adjusted EBITDA is included in this press release because it is a key metric used by management. Additionally, Adjusted EBITDA is frequently used by analysts, investors and other interested parties to evaluate companies in our industry. We use Adjusted EBITDA, alongside other GAAP measures such as net income, to measure profitability, as a key profitability target in our annual and other budgets, and to compare our performance against that of peer companies. We believe that Adjusted EBITDA provides useful information facilitating operating performance comparisons from period to period.

The following table presents a reconciliation of net income to EBITDA and Adjusted EBITDA for the periods indicated (in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2020	2019	2020	2019
Net (loss) income attributable to The ONE Group Hospitality, Inc.	$ (2,872)	$ (322)	$ (7,471)	$ 532
Net (loss) income attributable to noncontrolling interest	(378)	159	(652)	74
Net (loss) income	(3,250)	(163)	(8,123)	606
Interest expense, net of interest income	1,195	218	2,370	487
(Benefit) provision for income taxes	(3,228)	(15)	(3,881)	81
Depreciation and amortization	2,510	1,004	4,950	1,946
EBITDA	(2,773)	1,044	(4,684)	3,120
COVID-19 related expenses	695	—	2,043	—
Transaction and integration costs (1)	14	152	1,109	152
Stock-based compensation	482	456	820	637
Lease termination expense (2)	89	141	268	141
Non-cash rent expense (3)	74	(2)	210	(91)
Pre-opening expenses	—	63	—	545
Loss on debt extinguishment	—	437	—	437
Adjusted EBITDA	(1,419)	2,291	(234)	4,941
Adjusted EBITDA attributable to noncontrolling interest	(595)	205	(986)	169
Adjusted EBITDA attributable to The ONE Group Hospitality, Inc.	$ (824)	$ 2,086	$ 752	$ 4,772

(1) Primarily transaction and integration costs incurred with the Kona Grill acquisition and subsequent integration activities and internal costs associated with capital raising activities, most recently the Goldman Sachs Credit Agreement.

(2) Lease termination expense are costs associated with closed, abandoned and disputed locations or leases.

(3) Non-cash rent expense is included in owned restaurant operating expenses and general and administrative expense on the consolidated statements of operations and comprehensive (loss) income.