

UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 FORM 10-Q		
(Mark One)		
☒	QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the Quarterly Period Ended September 28, 2025	
OR		
☐	TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the transition period from _____ to _____	
Commission File Number 001-37379		
THE ONE GROUP HOSPITALITY, INC.		
(Exact name of registrant as specified in its charter)		
Delaware	14-1961545	
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)	
1624 Market Street, Suite 311, Denver, Colorado	80202	
(Address of principal executive offices)	Zip Code	
646-624-2400		
(Registrant's telephone number, including area code)		
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 (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐		
Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐		
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.		
Large accelerated filer ☐	Accelerated filer ☒	
Non-accelerated filer ☐	Smaller reporting company ☒	
	Emerging growth company ☐	
If an emerging growth company, indicate by a 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. ☐		
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒		
Number of shares of common stock outstanding as of October 31, 2025: 31,104,781		

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PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

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

	September 28, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 5,548	\$ 27,576
Credit card receivable	10,754	10,477
Restricted cash and cash equivalents	499	499
Accounts receivable	9,921	12,294
Inventory	8,588	11,318
Other current assets	11,198	6,786
Due from related parties	—	376
Total current assets	46,508	69,326
Property and equipment, net	284,862	276,120
Operating lease right-of-use assets	247,951	260,331
Goodwill	155,783	155,783
Intangibles, net	133,246	133,111
Deferred tax assets, net	—	54,282
Other assets	8,923	9,030
Security deposits	2,261	2,097
Total assets	\$ 879,534	\$ 960,080
LIABILITIES, SERIES A PREFERRED STOCK AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 37,093	\$ 30,883
Accrued payroll expenses	21,598	23,897
Accrued expenses	46,456	48,339
Current portion of operating lease liabilities	12,965	15,294
Deferred gift card revenue and other	3,898	6,540
Current portion of long-term debt	9,307	6,125
Other current liabilities	1,035	313
Total current liabilities	132,352	131,391
Long-term debt, net of current portion, unamortized discount and debt issuance costs	334,041	328,110
Operating lease liabilities, net of current portion	285,906	293,490
Deferred tax liabilities, net	5,446	—
Other long-term liabilities	4,896	5,758
Total liabilities	762,641	758,749
Commitments and contingencies (Note 17)		
Series A preferred stock, \$0.0001 par value, 160,000 shares authorized; 160,000 issued and outstanding at September 28, 2025 and December 31, 2024	182,348	158,085
Stockholders' equity:		
Common stock, \$0.0001 par value, 75,000,000 shares authorized; 34,422,167 issued and 31,093,185 outstanding at September 28, 2025 and 33,994,140 issued and 31,037,843 outstanding at December 31, 2024	3	3
Preferred stock, other than Series A preferred stock, \$0.0001 par value, 9,840,000 shares authorized; no shares issued and outstanding at September 28, 2025 and December 31, 2024	—	—
Treasury stock, at cost, 3,402,881 shares at September 28, 2025 and 3,019,654 shares at December 31, 2024	(19,308)	(18,202)
Additional paid-in capital	47,609	67,118
Accumulated deficit	(86,844)	—
Accumulated other comprehensive loss	(2,932)	(3,028)
Total stockholders' equity	(61,472)	45,891
Noncontrolling interests	(3,983)	(2,645)
Total equity	(65,455)	43,246
Total liabilities, Series A preferred stock and equity	\$ 879,534	\$ 960,080

See notes to the condensed consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, in thousands, except income per share and related share information)

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Revenues:				
Owned restaurant net revenue	\$ 177,424	\$ 190,587	\$ 588,729	\$ 441,116
Management, license, franchise and incentive fee revenue	2,776	3,388	9,979	10,348
Total revenues	180,200	193,975	598,708	451,464
Cost and expenses:				
Owned operating expenses:				
Owned restaurant cost of sales	37,412	39,880	123,722	94,471
Owned restaurant operating expenses	119,901	126,223	378,169	279,633
Total owned operating expenses	157,313	166,103	501,891	374,104
General and administrative (including stock-based compensation of \$1,246 and \$4,348 for the three and nine periods ended September 28, 2025, respectively, and \$1,580 and \$4,433 for the three and nine months ended September 30, 2024, respectively)	13,274	12,814	38,027	30,982
Depreciation and amortization	11,530	9,416	32,229	22,701
Loss on impairment of long-lived assets	3,386	—	3,386	—
Transition and integration expenses	2,607	6,274	10,275	10,068
Pre-opening expenses	698	2,118	3,958	7,548
Transaction and exit costs	13	850	143	8,728
Lease termination and exit (income) expenses	(278)	—	5,428	471
Other (income) expenses	(470)	46	(147)	78
Total costs and expenses	188,073	197,621	595,190	454,680
Operating (loss) income	(7,873)	(3,646)	3,518	(3,216)
Other expenses, net:				
Interest expense, net of interest income	10,483	10,679	30,600	20,622
Loss on early debt extinguishment	—	—	—	4,149
Total other expenses, net	10,483	10,679	30,600	24,771
Loss before provision (benefit) for income taxes	(18,356)	(14,325)	(27,082)	(27,987)
Provision (benefit) for income taxes	59,141	(4,856)	60,125	(8,583)
Net loss	(77,497)	(9,469)	(87,207)	(19,404)
Less: net loss attributable to noncontrolling interest	(757)	(165)	(1,338)	(689)
Net loss attributable to The ONE Group Hospitality, Inc.	\$ (76,740)	\$ (9,304)	\$ (85,869)	\$ (18,715)
Series A Preferred Stock paid-in-kind dividend and accretion	(8,535)	(7,125)	(24,263)	(11,663)
Net loss available to common stockholders	\$ (85,275)	\$ (16,429)	\$ (110,132)	\$ (30,378)
Net loss per common share:				
Basic	\$ (2.75)	\$ (0.53)	\$ (3.55)	\$ (0.97)
Diluted	\$ (2.75)	\$ (0.53)	\$ (3.55)	\$ (0.97)
Weighted average common shares outstanding:				
Basic	30,966,736	31,008,275	30,982,081	31,256,946
Diluted	30,966,736	31,008,275	30,982,081	31,256,946

See notes to the condensed consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(Unaudited, in thousands)

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Net loss	\$ (77,497)	\$ (9,469)	\$ (87,207)	\$ (19,404)
Currency translation (loss) gain, net of tax	(14)	74	96	17
Comprehensive loss	(77,511)	(9,395)	(87,111)	(19,387)
Less: comprehensive loss attributable to noncontrolling interest	(757)	(165)	(1,338)	(689)
Comprehensive loss attributable to The ONE Group Hospitality, Inc.	(76,754)	(9,230)	(85,773)	(18,698)
Series A Preferred Stock paid-in-kind dividend and accretion	(8,535)	(7,125)	(24,263)	(11,663)
Comprehensive loss attributable to common stockholders	\$ (85,289)	\$ (16,355)	\$ (110,036)	\$ (30,361)

See notes to the condensed consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY AND
SERIES A PREFERRED STOCK
(Unaudited, in thousands, except share information)

	Series A Preferred Stock		Common stock		Treasury stock	Additional paid-in capital	(Accumulated Deficit) Retained Earnings	Accumulated other comprehensive loss	Stockholders' equity	Noncontrolling interests	Total
	Shares	Amount	Shares	Par value							
Balance at December 31, 2024	160,000	\$ 158,085	31,037,843	\$ 3	\$ (18,202)	\$ 67,118	\$ —	\$ (3,028)	\$ 45,891	\$ (2,645)	\$ 43,246
Stock-based compensation	—	—	61,453	—	—	1,632	—	—	1,632	—	1,632
Issuance of vested restricted shares, net of tax withholding	—	—	54,557	—	—	(129)	—	—	(129)	—	(129)
Purchase of treasury stock	—	—	—	—	(307)	—	—	—	(307)	—	(307)
Series A Preferred Stock paid-in-kind dividend and accretion	—	7,591	(110,595)	—	—	(6,616)	(975)	—	(7,591)	—	(7,591)
Loss on foreign currency translation, net	—	—	—	—	—	—	—	(13)	(13)	—	(13)
Net income (loss)	—	—	—	—	—	—	975	—	975	(353)	622
Balance at March 30, 2025	160,000	\$ 165,676	31,043,258	\$ 3	\$ (18,509)	\$ 62,005	\$ —	\$ (3,041)	\$ 40,455	\$ (2,998)	\$ 37,460
Stock-based compensation	—	—	45,367	—	—	1,470	—	—	1,470	—	1,470
Issuance of vested restricted shares, net of tax withholding	—	—	65,848	—	—	(167)	—	—	(167)	—	(167)
Purchase of treasury stock	—	—	—	—	(598)	—	—	—	(598)	—	(598)
Series A Preferred Stock paid-in-kind dividend and accretion	—	8,137	(202,883)	—	—	(8,137)	—	—	(8,137)	—	(8,137)
Loss on foreign currency translation, net	—	—	—	—	—	—	—	123	123	—	123
Net loss	—	—	—	—	—	—	(10,104)	—	(10,104)	(228)	(10,332)
Balance at June 29, 2025	160,000	\$ 173,813	30,951,590	\$ 3	\$ (19,107)	\$ 55,171	\$ (10,104)	\$ (2,918)	\$ 25,045	\$ (3,226)	\$ 19,819
Stock-based compensation	—	—	73,899	—	—	1,246	—	—	1,246	—	1,246
Issuance of vested restricted shares, net of tax withholding	—	—	137,445	—	—	(273)	—	—	(273)	—	(273)
Purchase of treasury stock	—	—	—	—	(201)	—	—	—	(201)	—	(201)
Series A Preferred Stock paid-in-kind dividend and accretion	—	8,535	—	—	—	(8,535)	—	—	(8,535)	—	(8,535)
Gain on foreign currency translation, net	—	—	—	—	—	—	—	(14)	(14)	—	(14)
Net loss	—	—	—	—	—	—	(76,740)	—	(76,740)	(757)	(77,497)
Balance at September 28, 2025	160,000	\$ 182,348	31,093,185	\$ 3	\$ (19,306)	\$ 47,609	\$ (86,844)	\$ (2,932)	\$ (61,472)	\$ (3,983)	\$ (65,455)
Balance at December 31, 2023	—	\$ —	31,283,975	\$ 3	\$ (15,051)	\$ 58,270	\$ 28,884	\$ (2,930)	\$ 69,176	\$ (1,816)	\$ 67,360
Stock-based compensation	—	—	—	—	—	1,358	—	—	1,358	—	1,358
Issuance of vested restricted shares, net of tax withholding	—	—	24,521	—	—	(124)	—	—	(124)	—	(124)
Loss on foreign currency translation, net	—	—	—	—	—	—	—	(68)	(68)	—	(68)
Net loss	—	—	—	—	—	—	(2,069)	—	(2,069)	(361)	(2,430)
Balance at March 31, 2024	—	\$ —	31,308,496	\$ 3	\$ (15,051)	\$ 59,504	\$ 26,815	\$ (2,998)	\$ 68,273	\$ (2,177)	\$ 66,096
Stock-based compensation	—	—	22,905	—	—	1,495	—	—	1,495	—	1,495
Exercise of stock options and warrants	—	—	50,000	—	—	242	—	—	242	—	242
Issuance of vested restricted shares, net of tax withholding	—	—	108,124	—	—	(356)	—	—	(356)	—	(356)
Issuance of warrants	—	—	—	—	—	10,771	—	—	10,771	—	10,771
Purchase of treasury stock	—	—	—	—	(888)	—	—	—	(888)	—	(888)
Series A Preferred Stock issuance	160,000	138,943	(192,325)	—	—	—	—	—	—	—	—
Series A Preferred Stock paid-in-kind dividend and accretion	—	4,538	—	—	—	—	(4,538)	—	(4,538)	—	(4,538)
Gain on foreign currency translation, net	—	—	—	—	—	—	—	11	11	—	11
Net loss	—	—	—	—	—	—	(7,342)	—	(7,342)	(163)	(7,505)
Balance at June 30, 2024	160,000	\$ 143,481	31,297,200	\$ 3	\$ (15,939)	\$ 71,656	\$ 14,935	\$ (2,987)	\$ 67,668	\$ (2,340)	\$ 65,328
Stock-based compensation	—	—	39,114	—	—	1,580	—	—	1,580	—	1,580
Issuance of vested restricted shares, net of tax withholding	—	—	17,099	—	—	(15)	—	—	(15)	—	(15)
Purchase of treasury stock	—	—	—	—	(2,263)	—	—	—	(2,263)	—	(2,263)
Series A Preferred Stock paid-in-kind dividend and accretion	—	7,125	—	—	—	(1,494)	(5,631)	—	(7,125)	—	(7,125)
Gain on foreign currency translation, net	—	—	—	—	—	—	—	74	74	—	74
Net loss	—	—	—	—	—	—	(9,304)	—	(9,304)	(165)	(9,469)
Balance at September 30, 2024	160,000	\$ 150,606	30,802,537	\$ 3	\$ (18,202)	\$ 71,727	\$ —	\$ (2,913)	\$ 50,615	\$ (2,505)	\$ 48,110

See notes to the condensed consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Operating activities:		
Net loss	\$ (87,207)	\$ (19,404)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	32,229	22,701
Non-cash lease termination and exit costs	3,383	321
Stock-based compensation	4,348	4,433
Amortization of debt issuance costs and debt original issuance discounts	2,670	1,723
Deferred taxes	59,728	(8,779)
Non-cash loss on early debt extinguishment	—	1,674
Loss on impairment of long-lived assets	3,386	—
Changes in operating assets and liabilities, net of acquisition:		
Accounts receivable	2,097	6,111
Inventory	2,730	1,542
Other current assets	(4,524)	(1,154)
Due from related parties	376	—
Security deposits	(164)	(35)
Other assets	(937)	(2,596)
Accounts payable	3,524	2,169
Accrued expenses	(3,645)	11,513
Operating lease liabilities and right-of-use assets	1,784	6,402
Other liabilities	(2,556)	(953)
Net cash provided by operating activities	17,222	25,668
Investing activities:		
Purchase of property and equipment	(44,172)	(53,768)
Acquisition related payments, net of cash acquired	—	(369,838)
Net cash used in investing activities	(44,172)	(423,606)
Financing activities:		
Borrowings of long-term debt	11,524	333,829
Repayments of long-term debt and financing lease liabilities	(5,027)	(74,574)
Issuance of Series A preferred stock net of discount	—	138,943
Issuance of warrants to Series A preferred stockholders	—	10,771
Exercise of stock options	—	242
Tax-withholding obligation on stock-based compensation	(569)	(495)
Purchase of treasury stock	(1,106)	(3,151)
Net cash provided by financing activities	4,822	405,565
Effect of exchange rate changes on cash	100	10
Net change in cash and cash equivalents and restricted cash and cash equivalents	(22,028)	7,637
Cash and cash equivalents and restricted cash and cash equivalents, beginning of period	28,075	21,047
Cash and cash equivalents and restricted cash and cash equivalents, end of period	\$ 6,047	\$ 28,684
Supplemental disclosure of cash flow data:		
Interest paid, net of capitalized interest	\$ 27,992	\$ 14,334
Income taxes paid	\$ 931	\$ 437
Accrued purchases of property and equipment	\$ 13,368	\$ 11,739
Reconciliation of cash and cash equivalents and restricted cash and cash equivalents		
Cash and cash equivalents	\$ 5,548	\$ 28,185
Restricted cash and cash equivalents	499	499
Total cash and cash equivalents and restricted cash and cash equivalents as shown in the statement of cash flows	\$ 6,047	\$ 28,684

See notes to the condensed consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1 – Summary of Business and Significant Accounting Policies

Description of Business

The ONE Group Hospitality, Inc. and its subsidiaries (collectively, the “Company”) is an international restaurant company that develops, owns and operates, manages, franchises and licenses upscale and polished casual, high-energy restaurants. The Company’s primary restaurant brands are STK, a modern twist on the American steakhouse concept featuring premium steaks, seafood and specialty cocktails in an energetic upscale atmosphere, Benihana, an interactive dining destination with highly skilled chefs preparing food in front of guests and served in an energetic atmosphere alongside fresh sushi and innovative cocktails, Kona Grill, a polished casual bar-centric grill concept featuring American favorites, award-winning sushi, and specialty cocktails in a polished casual atmosphere, and RA Sushi, a Japanese cuisine concept that offers a fun-filled, bar-forward, upbeat, and vibrant dining atmosphere anchored by creative sushi, inventive drinks, and outstanding service.

As of September 28, 2025, the Company owned, operated, managed, franchised, or licensed 157 venues, including 29 STKs, 85 Benihanas, 23 Kona Grills and 14 RA Sushis in major metropolitan cities in North America, Europe, Latin America and the Middle East and 6 food and beverage (“F&B”) venues in three hotels and casinos in the United States and Europe. For those restaurants and venues that are managed, licensed or franchised, the Company generates management fees and franchise fees based on top-line revenues and incentive fee revenue based on a percentage of the location’s revenues and profits.

On January 1, 2025, the Company transitioned from a calendar-based fiscal year to a 52/53-week fiscal year. Beginning in 2025, the Company’s fiscal year will end on the last Sunday in December. The Company’s third quarter of 2025 was the 91-day period of June 30, 2025 through September 28, 2025 compared to the third quarter of 2024 which was the 92-day period of July 1, 2024 through September 30, 2024. The nine periods ended September 28, 2025 and the nine months ended September 30, 2024 consisted of the first 271 and 273 days of the 2025 and 2024 fiscal years, respectively. The Company’s fiscal year ending December 28, 2025 will contain 362 days due to the transition. The fiscal year ending December 31, 2024 contained 365 days.

Basis of Presentation

The accompanying condensed consolidated balance sheet as of December 31, 2024, which has been derived from audited financial statements, and the accompanying unaudited interim condensed consolidated financial statements (“condensed consolidated financial statements”) of the Company have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) and in accordance with accounting principles generally accepted in the U.S. (“GAAP”). Certain information and footnote disclosures normally included in annual audited financial statements have been omitted pursuant to SEC rules and regulations. These unaudited interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024.

In the Company’s opinion, the accompanying unaudited interim financial statements reflect all adjustments (consisting only of normal recurring accruals and adjustments) necessary for a fair presentation of the results for the interim periods presented. The results of operations for any interim period are not necessarily indicative of the results expected for the full year. Additionally, the Company believes that the disclosures are sufficient for interim financial reporting purposes.

Immaterial Prior Period Restatement

As disclosed in the Form 10-Q for the three periods ended March 30, 2025, subsequent to the issuance of the Company’s Consolidated Financial statements filed on Form 10-K for the period ended December 31, 2024, the Company identified an error in its calculation and recognition of non-cash rent expense for Benihana and RA Sushi from the date of its acquisitions through December 31, 2024, which resulted in the Company understating net loss by \$1.3 million. The Company has evaluated the impact of the error and determined that it was not material to the 2024 interim or annual financial statements. However, the cumulative effect of the error in the first quarter of 2025 would have had a material effect on the results of operations for the period. Therefore, the Company has made these immaterial corrections in the comparative prior period within the Condensed Consolidated Financial Statements and related footnotes. The Company has corrected previously reported financial information for related immaterial errors in this Form 10-Q, as applicable.

The following table reflects the correction on the affected line items in the Company's previously reported Condensed Consolidated Balance Sheet for the year ended December 31, 2024.

	Previously Reported	As of December 31, 2024 Adjustment	As Corrected
Operating lease right-of-use assets	\$ 260,204	\$ 127	\$ 260,331
Deferred income taxes, net	53,682	600	54,282
Total assets	959,353	727	960,080
Current portion of operating lease liabilities	14,998	296	15,294
Total current liabilities	131,095	296	131,391
Operating lease liabilities, net of current portion	291,785	1,705	293,490
Total liabilities	756,748	2,001	758,749
Additional paid-in capital	68,392	(1,274)	67,118
Total stockholders' equity	47,165	(1,274)	45,891
Total equity	44,520	(1,274)	43,246
Total liabilities, Series A preferred stock and stockholders' equity	959,353	727	960,080

The following table reflects the correction on the affected line items in the Company's previously reported Condensed Consolidated Financial Statements for the three and nine months ended September 30, 2024.

Condensed Consolidated Statement of Operations			
	Previously Reported	For the three months ended September 30, 2024 Adjustment	As Corrected
Owned restaurant operating expenses	\$ 125,634	\$ 589	\$ 126,223
Total owned operating expenses	165,514	589	166,103
General and administrative	12,785	29	12,814
Pre-opening expenses	2,110	8	2,118
Total costs and expenses	196,995	626	197,621
Operating income	(3,020)	(626)	(3,646)
Loss before benefit for income taxes	(13,699)	(626)	(14,325)
Benefit for income taxes	(4,644)	(212)	(4,856)
Net loss	(9,055)	(414)	(9,469)
Net loss attributable to The ONE Group Hospitality, Inc.	(8,890)	(414)	(9,304)
Net loss available to common stockholders	(16,015)	(414)	(16,429)
Basic net loss per common share	(0.52)	(0.01)	(0.53)
Diluted net loss per common share	(0.52)	(0.01)	(0.53)

	Previously Reported	For the nine months ended September 30, 2024 Adjustment	As Corrected
Owned restaurant operating expenses	\$ 278,464	\$ 1,169	\$ 279,633
Total owned operating expenses	372,935	1,169	374,104
General and administrative	30,941	41	30,982
Pre-opening expenses	7,528	20	7,548
Total costs and expenses	453,450	1,230	454,680
Operating income	(1,986)	(1,230)	(3,216)
Loss before benefit for income taxes	(26,757)	(1,230)	(27,987)
Benefit for income taxes	(8,180)	(403)	(8,583)
Net loss	(18,577)	(827)	(19,404)
Net loss attributable to The ONE Group Hospitality, Inc.	(17,888)	(827)	(18,715)
Net loss available to common stockholders	(29,551)	(827)	(30,378)
Basic net loss per common share	(0.95)	(0.03)	(0.97)
Diluted net loss per common share	(0.95)	(0.03)	(0.97)

Condensed Consolidated Statement of Comprehensive Income (Loss)			
	For the three months ended September 30, 2024		
	Previously Reported	Adjustment	As Corrected
Net loss	\$ (9,055)	\$ (414)	\$ (9,469)
Comprehensive loss	(8,981)	(414)	(9,395)
Comprehensive loss attributable to The ONE Group Hospitality, Inc.	(8,816)	(414)	(9,230)
Comprehensive loss attributable to common stockholders	(15,941)	(414)	(16,355)

	For the nine months ended September 30, 2024		
	Previously Reported	Adjustment	As Corrected
Net loss	\$ (18,577)	\$ (827)	\$ (19,404)
Comprehensive loss	(18,560)	(827)	(19,387)
Comprehensive loss attributable to The ONE Group Hospitality, Inc.	(17,871)	(827)	(18,698)
Comprehensive loss attributable to common stockholders	(29,534)	(827)	(30,361)

Condensed Consolidated Statement of Stockholders' Equity and Series A Preferred Stock			
	For the three months ended September 30, 2024		
	Previously Reported	Adjustment	As Corrected
Additional paid-in capital	\$ 72,554	\$ (827)	\$ 71,727
Stockholders' equity	51,442	(827)	50,615
Total equity	48,937	(827)	48,110

Condensed Consolidated Statement of Cash Flows			
	For the nine months ended September 30, 2024		
	Previously Reported	Adjustment	As Corrected
Net loss	\$ (18,577)	\$ (827)	\$ (19,404)
Deferred taxes	(8,376)	(403)	(8,779)
Operating lease liabilities and right-of-use assets	5,172	1,230	6,402

Prior Period Reclassifications

The Company reclassified \$0.5 million from transaction and exit costs on the Condensed Consolidated Statements of Operations to lease termination and exit costs related to a Kona Grill location closed in 2024 to conform to current year presentation.

Certain reclassifications were made to conform the prior period segment reporting to the current year presentation. Refer to Note 15 – Segment Reporting for additional information regarding the Company's reportable operating segments.

Significant Accounting Policies

Goodwill. Goodwill consists of goodwill associated with the Benihana Acquisition (as defined below). Goodwill is not amortized and is tested for impairment annually as of the last day of our tenth fiscal period or on an interim basis whenever events or changes in circumstances indicate a potential impairment.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, "Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses." This ASU requires detailed qualitative and quantitative disclosures for certain costs and expenses on the income statement. The amendment is effective for fiscal years beginning after December 15, 2026, with early adoption permitted. The Company is evaluating the impact of adopting this ASU on its disclosures.

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." The ASU includes amendments requiring enhanced income tax disclosures, primarily related to standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company will adopt this ASU in the 2025 Form 10-K.

The Company reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to its condensed consolidated financial statements.

Note 2 – Benihana Acquisition

On May 1, 2024, the Company acquired 100% of the issued and outstanding equity interests of Safflower Holdings Corp. and its affiliates comprised of 93 company owned restaurants and 12 franchised restaurants (the “Benihana Acquisition”). Safflower Holdings Corp. beneficially owned most of the Benihana restaurants, as well as all of the RA Sushi restaurants, in the U.S. The Company purchased the equity interests for a contractual price of \$365.0 million, subject to customary adjustments. The Company believes that Benihana is complementary to its existing brands and will enable the Company to capture market share in the Vibe Dining segment.

The assets and liabilities of Benihana were recorded at their respective fair values as of the date of acquisition. The fair values are set forth below (amounts in thousands).

Purchase consideration:		
Contractual purchase price	\$	365,000
Cash and cash equivalents, restricted cash and cash equivalents and credit card receivable		25,117
Working capital adjustment		1,151
Cash consideration paid		<u>391,268</u>
Net assets acquired:		
Cash and cash equivalents	\$	20,879
Restricted cash and cash equivalents		551
Credit card receivable		3,687
Inventory		4,405
Other current assets		7,471
Property and equipment		102,552
Operating lease right-of-use assets		182,346
Deferred tax assets, net		30,345
Intangible assets		117,800
Other assets		2,899
Accounts payable		(9,851)
Accrued expenses		(30,375)
Other current liabilities		(3,639)
Operating lease liabilities		(189,181)
Other long-term liabilities		(4,404)
Total net assets acquired		<u>235,485</u>
Goodwill	\$	<u>155,783</u>

The excess of the purchase price over the aggregate fair value of net assets acquired was allocated to goodwill at Benihana. The portion of the purchase price attributable to goodwill represents benefits expected because of the acquisition, including sales and unit growth opportunities in addition to supply-chain and support-cost synergies. The Benihana and RA Sushi tradenames have an indefinite life based on the expected use of the asset and the regulatory and economic environment within which it is being used. The tradenames represent highly respected brands with positive connotations, and the Company intends to cultivate and protect the use of the brands. Goodwill and indefinite-lived tradenames are not amortized but are reviewed annually for impairment or more frequently if indicators of impairment exist. Goodwill is not deductible for tax purposes as the Benihana Acquisition was a stock transaction.

The Company incurred \$2.6 million and \$10.3 million for transition and related integration efforts in the three and nine periods ended September 28, 2025, respectively. The Benihana Acquisition resulted in actual revenues of \$368.8 million and net income of \$4.8 million in the condensed consolidated statements of operations for the nine periods ended September 28, 2025. The Company does not expect future material transition and integration expenses.

The following unaudited pro forma results of operations for the three and nine months ended September 30, 2024 give effect to the Benihana Acquisition as if it had occurred on January 1, 2024 (in thousands):

	For the three months ended September 30, 2024		For the nine months ended September 30, 2024	
Total Revenues	\$	193,975	\$	625,001
Net income	\$	(2,452)	\$	6,891

Note 3 – Property and Equipment, Net

Property and equipment, net consist of the following (in thousands):

	September 28, 2025	December 31, 2024
Furniture, fixtures and equipment	\$ 87,279	\$ 80,362
Leasehold improvements	265,270	247,575
Less: accumulated depreciation	(108,962)	(88,638)
Subtotal	243,587	239,299
Construction in progress	36,065	31,982
Restaurant smallwares	5,210	4,839
Total	\$ 284,862	\$ 276,120

Depreciation related to property and equipment was \$11.4 million and \$9.3 million for the three periods ended September 28, 2025 and the three months ended September 30, 2024, respectively, and \$31.5 million and \$22.3 million for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively, presented within depreciation and amortization expense in the condensed consolidated statement of operations. The Company also recorded \$3.4 million in accelerated depreciation relating to property and equipment for the restaurants closed during 2025, which is presented in lease termination and exit expenses within the condensed consolidated statement of operations. The Company depreciates construction in progress upon such assets being placed into service.

During the three and nine periods ended September 28, 2025, the Company recorded non-cash impairment charges of \$2.7 million on property and equipment, net primarily related to performance of restaurants with upcoming lease expirations.

Note 4 – Intangibles, Net

Intangibles, net consists of the following (in thousands):

	September 28, 2025	December 31, 2024
Indefinite-lived intangible assets		
Tradenames	\$ 134,400	\$ 134,400
Finite-lived intangible assets		
Franchise agreements	800	800
Other finite-lived intangible assets	335	152
Total finite-lived intangible assets	1,135	952
Less: accumulated amortization	(2,289)	(2,241)
Total intangibles, net	\$ 133,246	\$ 133,111

Intangible assets consist of the indefinite-lived “Benihana”, “Kona Grill” and “RA Sushi” trade names and other finite-lived intangible assets that are amortized using the straight-line method over their estimated useful life of 5 to 15 years. The amortization expense was nominal for the three and nine periods ended September 28, 2025 and the three and nine months ended September 30, 2024. The Company’s estimated aggregate amortization expense for each of the five succeeding fiscal years is \$0.1 million annually.

Note 5 – Accrued Expenses

Accrued expenses consist of the following (in thousands):

	September 28, 2025	December 31, 2024
VAT and sales taxes	8,776	10,120
Interest	6,481	6,681
Insurance	6,046	4,388
Amounts due to landlords	4,149	5,339
New restaurant construction	3,422	6,923
Legal, professional and other services	2,570	1,692
Income taxes and related	304	471
Lease termination	500	—
Other ⁽¹⁾	14,208	12,725
Total	\$ 46,456	\$ 48,339

(1) Amount primarily relates to recurring restaurant operating expenses.

Note 6 – Long-Term Debt

Long-term debt consists of the following (in thousands):

	September 28, 2025	December 31, 2024
Term loan agreements	\$ 346,500	\$ 348,250
Revolving credit facility	5,500	—
Equipment security notes	2,998	—
Total long-term debt	354,998	348,250
Less: current portion of long-term debt	(9,307)	(6,125)
Less: debt issuance costs	(443)	(534)
Less: debt original issuance discount	(11,207)	(13,481)
Total long-term debt, net of current portion	\$ 334,041	\$ 328,110

Interest expense, net for the Company's debt arrangements, excluding the amortization of debt issuance costs, debt original issuance discount and fees, was \$9.5 million and \$10.0 million for the three periods ended September 28, 2025 and the three months ended September 30, 2024, respectively, and \$27.8 million and \$19.3 million for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively. Capitalized interest was \$0.2 million and \$1.1 million for the three and nine periods ended September 28, 2025, respectively. Capitalized interest was \$0.9 million and \$1.8 million for the three and nine months ended September 30, 2024, respectively.

As of September 28, 2025, the Company had \$5.5 million in outstanding borrowings and \$5.8 million in standby letters of credit outstanding under its revolving credit facility and \$28.7 million available in its revolving credit facility, subject to certain conditions.

Credit and Guarantee Agreement

In connection with the Benihana Acquisition, on May 1, 2024, the Company entered into a credit agreement (the "Credit Agreement") with Deutsche Bank AG New York Branch, Deutsche Bank Securities Inc., HPS Investment Partners, LLC and HG Vora Capital Management, LLC (collectively, the "Lenders"). The Credit Agreement provides a \$350.0 million senior secured term loan facility (the "Term Loan Facility") and a \$40.0 million senior secured revolving credit facility (the "Revolving Facility", and together with the Term Loan Facility, the "Facilities"), up to \$10.0 million of which will be available in the form of letters of credit. On May 1, 2024, the Company borrowed \$350.0 million under the Term Loan Facility. In the third quarter of 2025, the Company had borrowings, net of repayments, of \$5.5 million on the Revolving Facility.

The Term Loan Facility is not subject to a financial covenant and the Revolving Facility's financial covenant will apply only after 35% of the Revolving Facility's capacity has been drawn.

The Term Loan Facility bears interest at a margin over a reference rate selected at the option of the borrower. The margin for the Term Loan Facility is 6.5% per annum for SOFR borrowings and 5.5% per annum for base rate borrowings. The Term Loan Facility matures on the fifth anniversary of the date of the related loan agreement. The Term Loan Facility is payable in quarterly installments commencing with the fiscal quarter ending September 30, 2024, and are 1% per annum for the first year (through June 30, 2025), then 2.5% per annum for the next two years (through June 2027), then 5% per annum thereafter through maturity on April 30, 2029.

The Revolving Facility bears interest at a margin over a reference rate selected at the option of the borrower. The margin for the Revolving Facility is set quarterly based on the Company's Consolidated Net Leverage Ratio for the preceding four fiscal quarters and ranges from 5.5% to 6.0% per annum for SOFR borrowings and 4.5% to 5.0% for base rate borrowings. The Revolving Facility matures on November 1, 2028.

The Company's weighted average interest rate on the borrowings under the Credit Agreement as of September 28, 2025 was 10.8%.

As of September 28, 2025, the Company had \$0.4 million of debt issuance costs and \$11.2 million of debt original issuance discount related to the Credit Agreement, which were capitalized and are recorded as a direct deduction to long-term debt and less than \$0.1 million in debt issuance costs and \$1.2 million of debt original issuance discount recorded in Other Assets on the condensed consolidated balance sheets.

Equipment Security Notes

Between July 10, 2025 and September 23, 2025, the Company entered into three Equipment Security Notes with Banc of America Leasing & Capital, LLC in an aggregate amount of \$3.0 million to purchase restaurant equipment (the "Equipment Security Notes"). The Equipment Security Notes bear interest at rates ranging from 7.09% to 7.19% per annum, and are each payable in 60 equal monthly installments, inclusive of interest. Each of the Equipment Security Notes is secured by the equipment purchased with the proceeds of such note. As of September 28, 2025, the amount outstanding under the Equipment Security Notes was approximately \$3.0 million.

Debt Extinguishment

On October 4, 2019, the Company entered into a credit agreement with Goldman Sachs, which was replaced with the Credit Agreement described above on May 1, 2024. The Goldman Sachs credit agreement provided for a secured revolving credit facility of \$12.0 million, a \$25.0 million term loan and a \$50.0 million delayed draw term loan. On May 1, 2024, the outstanding loan balance was repaid and the unamortized debt issuance costs of \$1.7 million and fees incurred of \$2.4 million were recognized as a loss on early debt extinguishment on the condensed consolidated statements of operations.

Note 7 – Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, inventory, accounts payable and accrued expenses are carried at cost, which approximates fair value. Long-lived assets are measured and disclosed at fair value on a nonrecurring basis if an impairment is identified. During the three and nine periods ended September 28, 2025, the Company completed an impairment analysis on assets related to restaurants that have upcoming lease expirations using a discounted cash flow model. The Company recorded non-cash impairment charges of \$3.4 million on property and equipment, net and operating lease right-of-use-assets using Level 3 inputs.

The Company's long-term debt, including the current portion, is carried at cost on the condensed consolidated balance sheets. Fair value of long-term debt, including the current portion, is valued using Level 2 inputs including current applicable rates for similar instruments and approximates the carrying value of such obligations.

The Company's purchase price allocations for the Benihana Acquisition were measured at fair value on a nonrecurring basis primarily using Level 3 inputs.

Note 8 – Income Taxes

For both the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, the Company has computed its interim tax provision using the estimated annual effective tax rate method.

The Company's effective income tax rate was (222.0)% for the nine periods ended September 28, 2025 compared to 30.6% for the nine months ended September 30, 2024. The Company's effective tax rate for the nine periods ended September 28, 2025 differs from the statutory U.S. tax rate of 21% due to the establishment of a valuation allowance against the Company's deferred tax assets.

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to use the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended September 28, 2025. Accordingly, the Company recorded a full valuation allowance during the three and nine periods ended September 28, 2025. As a result, the Company recorded a tax expense of \$59.1 million and \$60.1 million for the three and nine periods ended September 28, 2025, respectively.

The Company recorded a tax benefit of \$8.6 million for the nine months ended September 30, 2024. The Company's effective tax rate, for the nine months ended September 30, 2024, differs from the statutory U.S. tax rate of 21% primarily due to the following: (i) tax credits for FICA taxes on certain employees' tips; (ii) taxes owed in foreign jurisdictions with tax rates that differ from the U.S. statutory rate; (iii) taxes owed in state and local jurisdictions; and (iv) the tax effect of non-deductible compensation; and (v) transaction costs associated with the Benihana Acquisition. The income tax amounts recorded for the nine months ended September 30, 2024 included the discrete period tax benefits resulting from the vesting of restricted stock units.

The Company is subject to U.S. federal, state, local and various foreign income taxes for the jurisdictions in which it operates. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. In the normal course of business, the Company is subject to examination by federal, state, local and foreign taxing authorities.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBBA"), was enacted, which includes a broad range of tax reform provisions, including changes to bonus depreciation and interest expense, among others. Any impact as a result of a change in tax law is recorded in the period of enactment. As such, the effects of the OBBBA are reflected in the Company's provision for income taxes as of and for the three and nine periods ended September 28, 2025. The OBBBA did not have a material effect on income tax expense for the nine periods ended September 28, 2025.

Note 9 – Revenue Recognition

The following table provides information about contract liabilities, which include deferred license revenue, deferred gift card revenue, advanced party deposits and the Friends with Benefits rewards program (in thousands):

	September 28, 2025	December 31, 2024
Deferred license revenue ⁽¹⁾	\$ 126	\$ 204
Deferred gift card and gift certificate revenue ⁽²⁾	\$ 3,226	\$ 5,984
Advanced party deposits ⁽²⁾	\$ 672	\$ 556
Friends with Benefits rewards program ⁽³⁾	\$ 287	\$ 201

- (1) Includes the current and long-term portion of deferred license revenue which are included in other current liabilities and other long-term liabilities on the condensed consolidated balance sheets.
(2) Deferred gift card revenue and advance party deposits on goods and services yet to be provided are included in deferred gift card revenue and other on the condensed consolidated balance sheets.
(3) Friends with Benefits rewards program is included in accrued expenses on the condensed consolidated balance sheets.

Revenue recognized during the period from contract liabilities as of the preceding fiscal year end date is as follows (in thousands):

	September 28, 2025	September 30, 2024
Revenue recognized from deferred license revenue	\$ 34	\$ 33
Revenue recognized from deferred gift card revenue	\$ 3,711	\$ 1,106
Revenue recognized from advanced party deposits	\$ 508	\$ 361

The estimated deferred license revenue to be recognized in the future related to performance obligations that are unsatisfied as of September 28, 2025 were as follows for each year ending (in thousands):

2025, three periods remaining	\$ 8
2026	25
2027	22
2028	22
2029	16
Thereafter	33
Total future estimated deferred license revenue	\$ 126

Note 10 – Leases

The components of lease expense for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024 are as follows (in thousands):

	September 28, 2025	September 30, 2024
Lease cost		
Operating lease cost	\$ 34,756	\$ 25,825
Finance lease cost		
Amortization of ROU assets	155	157
Interest on lease liabilities	65	66
Total finance lease cost	220	223
Variable lease cost ⁽¹⁾	14,620	16,860
Short-term lease cost	3,073	1,447
Total lease cost	\$ 52,669	\$ 44,355
Weighted average remaining lease term		
Operating leases	13 years	13 years
Finance leases	3 years	4 years
Weighted average discount rate		
Operating leases	10.40 %	10.31 %
Finance leases	11.14 %	11.14 %

- (1) Variable lease cost is comprised of percentage rent and common area maintenance.

During the three and nine periods ended September 28, 2025, the Company recorded non-cash impairment charges of \$0.7 million on operating lease right-of-use assets related to restaurants with upcoming lease expirations

Supplemental cash flow information related to leases for the period was as follows (in thousands):

	September 28, 2025	December 31, 2024
Finance lease right-of-use assets ⁽¹⁾	\$ 592	\$ 849
Current portion of finance lease liabilities ⁽¹⁾	178	189
Long-term portion of finance lease liabilities ⁽¹⁾	494	754

(1) Finance lease assets and liabilities are included in other assets, other current liabilities, and other long-term liabilities on the condensed consolidated balance sheet.

	September 28, 2025	September 30, 2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 31,309	\$ 21,479
Operating cash flows from finance leases	\$ 155	\$ 157
Financing cash flows from finance leases	\$ 252	\$ 199
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 4,608	\$ 3,081

The Company has entered into ten operating leases for future restaurants that have not commenced as of September 28, 2025. The present value of the aggregate future commitment related to these leases, net of tenant improvement allowances received from the landlord, is estimated to be \$34.9 million. The Company expects these leases, which have initial lease terms of 10 to 20 years, to commence within the next twelve months.

As of September 28, 2025, maturities of the Company's operating lease liabilities are as follows (in thousands):

2025, three periods remaining	\$ 7,567
2026	40,365
2027	44,309
2028	44,442
2029	45,126
Thereafter	395,884
Total lease payments	577,693
Less: imputed interest	(278,822)
Present value of operating lease liabilities	\$ 298,871

As of September 28, 2025, maturities of the Company's finance lease liabilities are as follows (in thousands):

2025, three periods remaining	\$ 94
2026	240
2027	240
2028	220
Total lease payments	794
Less: imputed interest	(122)
Present value of finance lease liabilities	\$ 672

Note 11 – Earnings Per Share

Basic earnings per share is computed using the weighted average number of common shares outstanding during the period and income available to common stockholders. Diluted earnings per share is computed using the weighted average number of common shares outstanding during the period plus the dilutive effect of potential shares of common stock including common stock issuable pursuant to stock options, warrants, and restricted stock units. The two-class method for computing earnings per share will be utilized when applicable.

For the three and nine periods ended September 28, 2025 and the three and nine months ended September 30, 2024, net loss per share was calculated as follows (in thousands, except net loss per share and related share data):

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Net loss attributable to The ONE Group Hospitality, Inc.	\$ (76,740)	\$ (9,304)	\$ (85,869)	\$ (18,715)
Series A Preferred Stock paid-in-kind dividend and accretion	(8,535)	(7,125)	(24,263)	(11,663)
Net loss available to common stockholders	(85,275)	(16,429)	(110,132)	(30,378)
Basic weighted average shares outstanding	30,966,736	31,008,275	30,982,081	31,256,946
Dilutive effect of stock options, warrants and restricted share units	—	—	—	—
Diluted weighted average shares outstanding	30,966,736	31,008,275	30,982,081	31,256,946
Basic net loss per common share	\$ (2.75)	\$ (0.53)	\$ (3.55)	\$ (0.97)
Diluted net loss per common share	\$ (2.75)	\$ (0.53)	\$ (3.55)	\$ (0.97)

For the three periods ended September 28, 2025 and the three months ended September 30, 2024, 3.6 million and 3.1 million, respectively, of stock options, warrants and restricted share units were determined to be anti-dilutive and were therefore excluded from the calculation of diluted earnings per share. For the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively, 3.5 million and 2.3 million of stock options, warrants and restricted share units were anti-dilutive.

Note 12 – Series A Preferred Stock

On May 1, 2024, the Company issued 160,000 shares of Series A Preferred Stock for \$160.0 million, subject to a 5% original issuance discount. Additionally, the Company recorded an additional discount of \$2.3 million for expenses paid to the holders of the Series A Preferred Stock in connection with the issuance of the Series A Preferred Stock.

The Series A Preferred Stock is non-voting and non-convertible; has compounding dividends that begin at a rate of 13.0% per annum and increase over time at specified intervals; is subject to optional redemption by the Company and mandatory redemption following specified events and in certain circumstances upon the exercise by the holders of a majority of the outstanding shares of Series A Preferred Stock of an option to deliver written notice to the Company to require redemption, in each case, for specified prices; and gives certain consent rights for the holders of a majority of the outstanding shares of Series A Preferred Stock for specified matters.

The Company records the paid-in-kind dividend and accretion of the Series A Preferred Stock using the effective interest method based on a future redemption value of \$247.4 million payable in 2027, the earliest date at which the Company can redeem the Series A Preferred Stock. During the three and nine periods ended September 28, 2025, the Company recorded paid-in-kind dividends and accretion of the Series A Preferred Stock of \$8.5 million and \$24.3 million, respectively.

Redemption Rights

On and after May 1, 2029, holders of the Series A Preferred Stock have the right to require redemption of all or any part of the Series A Preferred Stock for an amount equal to the liquidation preference after the fifth anniversary, upon an acceleration of material indebtedness or upon a change-of-control. However, at any time between the third and fourth anniversary of the issuance date, the Company may repurchase all or some of the preferred stock for 102.5% of the liquidation preference. At any time after the fourth anniversary, the Company may repurchase all of some of the preferred stock for 100% of the liquidation preference.

Since the redemption of the Series A Preferred Stock is contingently redeemable and therefore not certain to occur, the Series A Preferred Stock is not required to be classified as a liability under ASC 480, Distinguishing Liabilities from Equity. As the Series A Preferred Stock is redeemable in certain circumstances at the option of the holder and is redeemable in certain circumstances upon the occurrence of an event that is not solely within the Company's control, the Series A Preferred Stock is classified separately from stockholders' equity in the condensed consolidated balance sheets.

Note 13 – Stockholder's Equity

Preferred Stock

The Company is authorized to issue 9,840,000 shares of preferred stock, excluding the Series A Preferred Stock, with a par value of \$0.0001. There were no shares of preferred stock that were issued or outstanding at September 28, 2025 or December 31, 2024, other than the Series A Preferred Stock discussed above.

Common Stock

The issuance of a dividend is dependent on a variety of factors, including but not limited to, available cash and the overall financial condition of the Company. The issuance of a dividend is also subject to legal restrictions and the terms of the Company's credit agreement. The Company did not issue dividends related to its common stock in the nine periods ended September 28, 2025 or the nine months ended September 30, 2024, respectively.

Stock Purchase Program

The Company's Board of Directors authorized a repurchase program of up to \$15.0 million of outstanding common stock that was completed in December 2023. In March 2024, the Company's Board of Directors authorized an additional \$5.0 million of repurchases under this program. During the three and nine periods ended September 28, 2025, the Company paid an aggregate consideration of \$0.2 million and \$1.1 million, respectively, for the repurchases of 0.1 million and 0.4 million shares, respectively. During the three and nine months ended September 30, 2024, the Company spent \$2.3 million and \$3.2 million, respectively, for the repurchase of 0.6 million and 0.7 million shares, respectively. As of September 28, 2025, the Company had repurchased 3,390,247 shares for \$19.3 million under the repurchase program.

Warrants

In connection with the Benihana Acquisition, on May 1, 2024, the Company issued both market and penny warrants to the following holders of the Series A Preferred Stock. The holders of the penny warrants are entitled to receive any dividends issued to common stockholders. The Company has the following warrants to purchase shares of common stock outstanding as of September 28, 2025 and December 31, 2024.

Issuance date	Holder of warrants	Expiration date	Warrants Issued	Exercise Price	Shares available for purchase	
					September 28, 2025	December 31, 2024
May 1, 2024	HPC III Kaizen LP	May 1, 2029	1,000,000	\$ 10.00	1,000,000	1,000,000
May 1, 2024	HPS and affiliates	May 1, 2029	66,667	\$ 10.00	66,667	66,667
May 1, 2024	HPC III Kaizen LP	May 1, 2034	1,786,582	\$ 0.01	1,786,582	1,786,582
May 1, 2024	HPS and affiliates	May 1, 2034	119,105	\$ 0.01	119,105	119,105

Note 14 – Stock-Based Compensation and Warrants

Stock-Based Compensation

As of September 28, 2025, the Company had 1,825,747 shares available for issuance under the Company's 2019 Equity Incentive Plan (the "2019 Equity Plan").

Stock-based compensation cost was \$1.2 million and \$1.6 million for the three periods ended September 28, 2025 and the three months ended September 30, 2024, respectively, and \$4.3 million and \$4.4 million for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively. Stock-based compensation is included in general and administrative expenses in the condensed consolidated statements of operations. Included in stock-based compensation cost was \$0.2 million and \$0.6 million of stock granted to directors for the three and nine periods ended September 28, 2025, respectively, compared to \$0.2 million and \$0.5 million for the three and nine months ended September 30, 2024, respectively. Such grants were awarded consistent with the Board of Director's compensation practices. Stock-based compensation for the three and nine periods ended September 28, 2025 included \$0.2 million and \$0.7 million, respectively, of compensation costs for performance stock units that contain both a market condition and time element ("PSUs") compared to \$0.2 million and \$0.6 million for the three and nine months ended September 30, 2024, respectively.

Stock Option Activity

Stock options in the table below include both time-based and market condition-based awards. Changes in stock options during the nine periods ended September 28, 2025 were as follows:

	Shares	Weighted average exercise price	Weighted average remaining contractual life	Intrinsic value (thousands)
Outstanding at December 31, 2024	838,284	\$ 3.11	4.72 years	\$ 567
Granted	—	—		
Exercised	—	—		
Cancelled, expired or forfeited	(9,356)	5.73		
Outstanding at September 28, 2025	828,928	\$ 3.08	3.72 years	\$ 360
Exercisable at September 28, 2025	828,928	\$ 3.08	3.72 years	\$ 360

A summary of the status of the Company's non-vested stock options during the nine periods ended September 28, 2025 is presented below:

	Shares	Weighted average exercise price
Non-vested stock options at December 31, 2024	259,342	\$ 5.73
Granted	—	—
Vested	(249,986)	5.73
Cancelled, expired or forfeited	(9,356)	5.73
Outstanding at September 28, 2025	—	\$ —

The fair value of options that vested in the nine periods ended September 28, 2025 was \$0.9 million. As of September 28, 2025, there is no unrecognized compensation cost related to non-vested awards.

Restricted Stock Unit Activity

The Company issues restricted stock units ("RSUs") under the 2019 Equity Plan. RSUs in the table below include time-based awards. The fair value of time-based RSUs is determined based upon the closing market value of the Company's common stock on the grant date.

A summary of the status of RSUs and changes during the nine periods ended September 28, 2025 is presented below:

	Shares	Weighted average grant date fair value
Non-vested RSUs at December 31, 2024	973,100	\$ 6.66
Granted	900,689	3.02
Vested	(451,762)	7.81
Cancelled, expired or forfeited	(178,630)	4.18
Non-vested RSUs at September 28, 2025	1,243,397	\$ 3.96

As of September 28, 2025, the Company had approximately \$3.9 million of unrecognized compensation costs related to RSUs, which will be recognized over a weighted average period of 1.9 years.

Performance Stock Unit Activity

The Company issues PSUs under the 2019 Equity Plan. PSUs in the table below include both a market condition and time element. The PSUs may be earned based on achieving common stock price targets within a time period, and if earned, will vest and be settled based on a time element specified in the respective agreement. For PSUs granted during 2025, the Company, with the assistance of a third-party specialist, calculated the fair value using the Monte Carlo Simulation, a risk-free rate of 3.9%, a starting common stock value of \$2.98, volatility of 71%, and a standard normal distribution. The PSUs were valued at \$0.3 million and are amortized evenly over 36 months.

A summary of the status of PSUs and changes during the nine periods ended September 28, 2025 is presented below:

	Shares	Weighted average grant date fair value
Non-vested PSUs at December 31, 2024	473,166	\$ 5.63
Granted	118,367	2.49
Vested	—	—
Cancelled, expired or forfeited	(33,045)	3.41
Non-vested PSUs at September 28, 2025	558,488	\$ 5.10

As of September 28, 2025, the Company had \$1.1 million of unrecognized compensation costs related to PSUs, which will be recognized over a weighted average period of 1.3 years.

Note 15 – Segment Reporting

The Company has identified its reportable operating segments as follows:

- STK. The STK segment consists of the results of operations from STK restaurants and ONE Hospitality restaurant locations, as well as management, license and incentive fee revenue generated from the STK brand and ONE Hospitality restaurants.
- Benihana. The Benihana segment consists of the results of operations from Benihana restaurant locations, as well as franchise revenue from the Benihana brand.
- Grill Concepts. The Grill Concepts segment consists of the results of operations of Kona Grill and RA Sushi restaurant locations.

The Company's Chief Executive Officer, who is the Company's Chief Operating Decision Maker ("CODM"), manages the business and allocates resources via a combination of restaurant sales reports and operating segment profit information, defined as owned restaurant net revenues less owned restaurant cost of sales and owned restaurant operating expenses. The CODM is not provided asset information by reportable segment as asset information is provided to the CODM on a consolidated basis.

Certain financial information relating to the three and nine periods ended September 28, 2025 and the three and nine months ended September 30, 2024 for each segment is provided below (in thousands).

	STK	Benihana	Grill Concepts	Other ⁽¹⁾	Total
For the three periods ended September 28, 2025					
Owned restaurant net revenue	\$ 45,832	\$ 99,994	\$ 31,383	\$ 215	\$ 177,424
Owned restaurant cost of sales	(11,131)	(19,318)	(6,961)	(2)	(37,412)
Owned restaurant operating expenses	(28,822)	(66,748)	(24,303)	(28)	(119,901)
Restaurant operating profit	5,879	13,928	119	185	20,111
Management, license, franchise and incentive fee revenue	2,234	467	—	75	2,776
General and administrative expenses					(12,028)
Stock based compensation					(1,246)
Depreciation and amortization					(11,530)
Loss on impairment of long-lived assets					(3,386)
Transition and integration expenses					(2,607)
Pre-opening expenses					(698)
Transaction and exit costs					(13)
Lease termination and exit income (expenses)					278
Other income (expenses)					470
Interest expense, net of interest income					(10,483)
Loss before benefit for income taxes					(18,356)
Reconciliation of total revenues					
Owned restaurant net revenues					177,424
Management, license, franchise, and incentive fee revenue					2,776
Total revenues					\$ 180,200

	STK	Benihana	Grill Concepts	Other ⁽¹⁾	Total
For the three months ended September 30, 2024					
Owned restaurant net revenue	\$ 44,724	\$ 103,770	\$ 41,834	\$ 259	\$ 190,587
Owned restaurant cost of sales	(10,941)	(19,801)	(9,130)	(8)	(39,880)
Owned restaurant operating expenses	(27,236)	(66,859)	(32,071)	(57)	(126,223)
Restaurant operating profit	6,547	17,110	633	194	24,484
Management, license, franchise and incentive fee revenue	2,667	675	—	46	3,388
General and administrative expenses					(11,234)
Stock based compensation					(1,580)
Depreciation and amortization					(9,416)
Transition and integration expenses					(6,274)
Pre-opening expenses					(2,118)
Transaction and exit costs					(850)
Other income (expenses)					(46)
Interest expense, net of interest income					(10,679)
Loss before benefit for income taxes					(14,325)
Reconciliation of total revenues					
Owned restaurant net revenue					190,587
Management, license, franchise and incentive fee revenue					3,388
Total revenues					\$ 193,975
For the nine periods ended September 28, 2025					
Owned restaurant net revenue	\$ 152,017	\$ 330,735	\$ 105,489	\$ 488	\$ 588,729
Owned restaurant cost of sales	(36,577)	(64,246)	(22,892)	(7)	(123,722)
Owned restaurant operating expenses	(91,169)	(208,903)	(77,859)	(238)	(378,169)
Restaurant operating profit	24,271	57,586	4,738	243	86,838
Management, license, franchise and incentive fee revenue	8,271	1,489	—	219	9,979
General and administrative expenses					(33,679)
Stock based compensation					(4,348)
Depreciation and amortization					(32,229)
Loss on impairment of long-lived assets					(3,386)
Transition and integration expenses					(10,275)
Pre-opening expenses					(3,958)
Transaction and exit costs					(143)
Lease termination and exit income (expenses)					(5,428)
Other income (expenses)					147
Interest expense, net of interest income					(30,600)
Loss before benefit for income taxes					(27,082)
Reconciliation of total revenues					
Owned restaurant net revenues					588,729
Management, license, franchise, and incentive fee revenue					9,979
Total revenues					\$ 598,708

	STK	Benihana	Grill Concepts	Other ⁽¹⁾	Total
For the nine months ended September 30, 2024					
Owned restaurant net revenue	\$ 145,770	\$ 181,655	\$ 113,286	\$ 405	\$ 441,116
Owned restaurant cost of sales	(35,161)	(35,055)	(24,240)	(15)	(94,471)
Owned restaurant operating expenses	(83,840)	(113,325)	(82,373)	(95)	(279,633)
Restaurant operating profit	26,769	33,275	6,673	295	67,012
Management, license, franchise and incentive fee revenue	9,023	1,096	—	229	10,348
General and administrative expenses					(26,549)
Stock based compensation					(4,433)
Depreciation and amortization					(22,701)
Transition and integration expenses					(10,068)
Pre-opening expenses					(7,548)
Transaction and exit costs					(8,728)
Lease termination and exit income (expenses)					(471)
Other income (expenses)					(78)
Interest expense, net of interest income					(20,622)
Loss on early debt extinguishment					(4,149)
Loss before benefit for income taxes					(27,987)
Reconciliation of total revenues					
Owned restaurant net revenue					441,116
Management, license, franchise and incentive fee revenue					10,348
Total revenues					\$ 451,464

(1) Other includes sales and expenses that relate to STK Meat Market, an e-commerce platform that offers signature steak cuts nationwide; sales and expenses that relate to the Company's major off-site events group, which supports all brands and venue concepts; and revenue generated from gift card programs.

Note 16 – Geographic Information

Certain financial information by geographic location is provided below (in thousands).

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Domestic revenues	\$ 179,471	\$ 193,253	\$ 596,470	\$ 449,056
International revenues	729	722	2,238	2,408
Total revenues	\$ 180,200	\$ 193,975	\$ 598,708	\$ 451,464

	September 28, 2025	December 31, 2024
Domestic long-lived assets	\$ 831,676	\$ 889,126
International long-lived assets	1,350	1,628
Total long-lived assets	\$ 833,026	\$ 890,754

Note 17 – Commitments and Contingencies

The Company is party to claims in lawsuits incidental to its business, including lease disputes and employee-related matters. The Company has recorded accruals, when necessary, in its consolidated financial statements in accordance with ASC 450. While the resolution of a lawsuit, proceeding or claim may have an impact on the Company's financial results for the period in which it is resolved, in the opinion of management, the ultimate outcome of such matters and judgements in which the Company is currently involved, either individually or in the aggregate, will not have a material adverse effect on the Company's consolidated financial position or results of operations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q and certain information incorporated herein by reference contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 27A of the Securities Act of 1933, as amended (the "Securities Act"). Forward-looking statements speak only as of the date thereof and involve risks and uncertainties that may cause our actual results, performance or achievements to be materially different from the results, performance or achievements expressed or implied by the forward-looking statements. These risks and uncertainties include the risk factors discussed under Item 1A. "Risk Factors" of the Company's Annual Report on Form 10-K for the year ended December 31, 2024. 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) our ability to integrate the new or acquired restaurants into our operations without disruptions to operations; (2) our ability to capture anticipated synergies; (3) 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 employees; (4) 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; (5) 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; (6) changes in applicable laws or regulations; (7) the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; (8) the impact of actual and potential changes in immigration policies, including potential labor shortages; (9) the potential impact of the imposition of tariffs, including increases in food prices and inflation, and (10) other risks and uncertainties indicated from time to time in our filings with the Securities and Exchange Commission. We have attempted to identify forward-looking statements by terminology including "anticipates," "believes," "can," "continue," "ongoing," "could," "estimates," "expects," "intends," "may," "appears," "suggests," "future," "likely," "goal," "plans," "potential," "projects," "predicts," "should," "targets," "would," "will" and similar expressions that convey the uncertainty of future events or outcomes. You should not place undue reliance on any forward-looking statement. We do not undertake any obligation to update or revise any forward-looking statements to reflect events or circumstances after the date of this report or to reflect the occurrence of unanticipated events, except as required under applicable law.

General

This information should be read in conjunction with the condensed consolidated financial statements and the notes included in Item 1 of Part I of this Quarterly Report on Form 10-Q and the audited consolidated financial statements and notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations, contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

As used in this report, the terms "Company," "we," "our," or "us," refer to The ONE Group Hospitality, Inc. and its consolidated subsidiaries, taken as a whole, unless the context otherwise indicates.

Business Summary

We are an international restaurant company that develops, owns and operates, manages and licenses, and franchises upscale and polished casual, high-energy restaurants. Our vision is to be a global market leader in the restaurant industry by melding high-quality service, ambiance, high-energy and cuisine into one great experience that we refer to as "Vibe Dining". We design all our restaurants to create a social dining and high-energy entertainment experience within a destination location. We believe that this design and operating philosophy separates us from more traditional restaurant and foodservice competitors.

Our primary restaurant brands are as follows:

- STK, a modern twist on the American steakhouse concept featuring premium steaks, seafood and specialty cocktails in an energetic upscale atmosphere;
- Benihana, an interactive dining destination with highly skilled chefs preparing food in front of guests and served in an energetic atmosphere alongside fresh sushi and innovative cocktails;
- Kona Grill, a polished casual bar-centric grill concept featuring American favorites, award-winning sushi, and specialty cocktails in a polished casual atmosphere; and
- RA Sushi, a Japanese cuisine concept that offers a fun-filled, bar-forward, upbeat, and vibrant dining atmosphere anchored by creative sushi, inventive drinks, and outstanding service.
- Our F&B management services are marketed as ONE Hospitality and include developing, managing and operating restaurants tailored to the specific needs of high-end hotels and casinos. For those restaurants and venues that are managed, licensed or franchised, we generate management fee revenue and franchise revenue based on top-line revenues and incentive fee revenue based on a percentage of the location's revenues and net profits.

We opened our first restaurant in January 2004 in New York, New York. We currently own, operate, manage, license or franchise 157 venues including 30 STKs, 85 Benihanas, 23 Kona Grills and 13 RA Sushis in major cities in North America, Europe, Latin America and the Middle East and 6 F&B venues operated under ONE Hospitality in three hotels and casinos throughout the United States and Europe.

As our footprint increases, we expect to benefit by leveraging system-wide operating efficiencies and best practices through the management of our general and administrative expenses as a percentage of overall revenue.

We intend to open five to seven new venues in 2025. We have opened the following restaurants to date in 2025:

- Owned Benihana restaurant in San Mateo, California (March 2025)
- Owned STK restaurant in Topanga, California (April 2025)
- Owned STK restaurant in Los Angeles, California (May 2025 - relocation of our existing STK Westwood restaurant)
- Franchised Benihana Express restaurant in Miami, Florida (June 2025)
- Owned STK restaurant in Scottsdale, Arizona (October 2025 – conversion of a former RA Sushi restaurant)

There are currently two Company-owned STK restaurants, one Company-owned Benihana restaurant and one Company-owned Kona Grill restaurant under construction in the following cities:

- Owned STK restaurant in Oak Brook, Illinois
- Owned STK restaurant in Phoenix, Arizona
- Owned Benihana restaurant in Seattle, Washington
- Owned Kona Grill restaurant in San Antonio, Texas (relocation of an existing Kona Grill restaurant)

The table below reflects our current venues by restaurant brand and geographic location:

	STK ⁽¹⁾	Benihana ⁽²⁾	Venues Grill Concepts	ONE Hospitality ⁽³⁾	Total
Domestic					
Owned	20	73	36	1	130
Managed	1	—	—	1	2
Licensed	1	—	—	—	1
Franchised	—	8	—	—	8
Total domestic	22	81	36	2	141
International					
Owned	—	—	—	—	—
Managed	5	—	—	4	9
Licensed	3	—	—	—	3
Franchised	—	4	—	—	4
Total international	8	4	—	4	16
Total venues	30	85	36	6	157

(1) Locations with an STK and STK Rooftop are considered one venue location. This includes the STK Rooftop in San Diego, CA, which is a licensed location.

(2) Includes Benihana locations at sports arenas.

(3) Includes concepts under the Company's F&B hospitality management agreements and other venue brands such as Salt Water Social, Heliot, Radio and Rivershore Bar & Grill.

During the third quarter of 2025, we closed one RA Sushi restaurant upon its lease expiration, and we terminated a license agreement for one STK restaurant. During the fourth quarter of 2025, we closed one RA Sushi restaurant and converted it to an STK restaurant.

Our Growth Strategies and Outlook

Our growth model is primarily driven by the following:

- Expansion of STK and Benihana restaurants
- Increase same store sales and increase our operating efficiency
- Acquisitions

Benihana Acquisition and Related Financings

On May 1, 2024, we acquired 100% of the issued and outstanding equity interests of Safflower Holdings Corp. from Safflower Holdings LLC for \$365.0 million., subject to customary adjustments (the "Benihana Acquisition"). Safflower Holdings Corp. beneficially owns most of the Benihana restaurants, as well as all of the RA Sushi restaurants, in the United States. We also franchise Benihana locations in the U.S., Latin America (excluding Mexico) and the Caribbean.

Executive Summary

Total revenues decreased \$13.8 million, or 7.1% to \$180.2 million for the three periods ended September 28, 2025 compared to \$194.0 million for the three months ended September 30, 2024 primarily due to a decline in same store sales during this challenging consumer environment.

Same store sales for 2025 compared to 2024 and 2024 compared to 2023 were as follows:

	2024 vs. 2023					2025 vs. 2024		
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3
US STK Owned Restaurants	(6.0)%	(11.9)%	(11.4)%	(5.0)%	(8.3)%	(2.3)%	(4.9)%	(6.2)%
US STK Managed Restaurants	(8.6)%	(7.4)%	(10.3)%	(12.2)%	(9.5)%	(12.7)%	(9.5)%	(4.7)%
US STK Total Restaurants	(6.8)%	(10.6)%	(11.1)%	(6.9)%	(8.7)%	(3.6)%	(6.0)%	(5.8)%
Benihana Owned Restaurants	—%	(1.0)%	(4.2)%	(0.2)%	(1.8)%	0.7%	0.4%	(4.0)%
Grill Concepts Owned Restaurants	(9.7)%	(13.0)%	(17.0)%	(11.7)%	(13.2)%	(13.7)%	(14.6)%	(11.8)%
Combined Same Store Sales	(7.9)%	(7.0)%	(8.8)%	(4.3)%	(6.8)%	(3.2)%	(4.1)%	(5.9)%

Operating loss increased \$4.3 million to \$7.9 million for the three periods ended September 28, 2025 compared to \$3.6 million operating loss for the three months ended September 30, 2024. The change is primarily attributed to non-cash impairment on long-lived assets, decreased same store sales, fixed cost deleveraging resulting from a decrease in same store sales and increased inflation partially offset by a reduction in transition and integration expenses related to the Benihana Acquisition compared to the 2024 period.

Restaurant Operating Profit decreased \$4.4 million, or 17.9%, to \$20.1 million for the three periods ended September 28, 2025 compared to \$24.5 million for the three months ended September 30, 2024. The decrease in Restaurant Operating Profit was attributable to decreased same store sales, fixed cost deleveraging resulting from the decrease in same store sales and increased inflation. Restaurant Operating Profit as a percentage of owned restaurant net revenue was 11.3% in the third quarter of 2025 compared to 12.8% in the third quarter of 2024. See “Results of Operations” below for a reconciliation of Operating income (loss), the most directly comparable GAAP measure to Restaurant Operating Profit.

Nine Periods Ended September 28, 2025 Compared to the Nine Months Ended September 30, 2024

Total revenues increased \$147.2 million, or 32.6%, to \$598.8 million for the nine periods ended September 28, 2025 compared to \$451.5 million for the nine months ended September 30, 2024 primarily attributable to the Benihana Acquisition on May 1, 2024.

Operating income increased \$6.7 million to \$3.5 million for the nine periods ended September 28, 2025 compared to an operating loss of \$3.2 million for the nine months ended September 30, 2024 primarily due to the increase in operating income attributable to the acquired restaurants partially offset by non-cash impairment on long-lived assets.

Restaurant Operating Profit increased \$19.8 million or 29.6% to \$86.8 million for the nine periods ended September 28, 2025 compared to restaurant operating profit of \$67.0 million for the nine months ended September 30, 2024 primarily attributable to the acquired restaurants. Restaurant Operating Profit as a percentage of owned restaurant net revenue was 14.8% in the first nine periods of 2025 compared to 15.2% in the first nine months of 2024. See “Results of Operations” below for reconciliation to Operating income (loss), the most directly comparable GAAP measure to Restaurant Operating Profit.

Results of Operations

The following table sets forth certain statements of operations data for the periods indicated (in thousands):

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Revenues:				
Owned restaurant net revenue	\$ 177,424	\$ 190,587	\$ 588,729	\$ 441,116
Management, license, franchise and incentive fee revenue	2,776	3,388	9,979	10,348
Total revenues	180,200	193,975	598,708	451,464
Cost and expenses:				
Owned operating expenses:				
Owned restaurant cost of sales	37,412	39,880	123,722	94,471
Owned restaurant operating expenses	119,901	126,223	378,169	279,633
Total owned operating expenses	157,313	166,103	501,891	374,104
General and administrative (including stock-based compensation of \$1,246 and \$4,348 for the three and nine periods ended September 28, 2025, respectively, and \$1,580 and \$4,433 for the three and nine months ended September 30, 2024, respectively)	13,274	12,814	38,027	30,982
Depreciation and amortization	11,530	9,416	32,229	22,701
Loss on impairment of long-lived assets	3,386	—	3,386	—
Transition and integration expenses	2,607	6,274	10,275	10,068
Pre-opening expenses	698	2,118	3,958	7,548
Transaction and exit costs	13	850	143	8,728
Lease termination and exit (income) expenses	(278)	—	5,428	471
Other (income) expenses	(470)	46	(147)	78
Total costs and expenses	188,073	197,621	595,190	454,680
Operating (loss) income	(7,873)	(3,646)	3,518	(3,216)
Other expenses, net:				
Interest expense, net of interest income	10,483	10,679	30,600	20,622
Loss on early debt extinguishment	—	—	—	4,149
Total other expenses, net	10,483	10,679	30,600	24,771
Loss before provision (benefit) for income taxes	(18,356)	(14,325)	(27,082)	(27,987)
Provision (benefit) for income taxes	59,141	(4,856)	60,125	(8,583)
Net loss	(77,497)	(9,469)	(87,207)	(19,404)
Less: net loss attributable to noncontrolling interest	(757)	(165)	(1,338)	(689)
Net loss attributable to The ONE Group Hospitality, Inc.	\$ (76,740)	\$ (9,304)	\$ (85,869)	\$ (18,715)

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 periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Revenues:				
Owned restaurant net revenue	98.5%	98.3%	98.3%	97.7%
Management, license, franchise and incentive fee revenue	1.5%	1.7%	1.7%	2.3%
Total revenues	100.0%	100.0%	100.0%	100.0%
Cost and expenses:				
Owned operating expenses:				
Owned restaurant cost of sales ⁽¹⁾	21.1%	20.9%	21.0%	21.4%
Owned restaurant operating expenses ⁽¹⁾	67.6%	66.2%	64.2%	63.4%
Total owned operating expenses ⁽¹⁾	88.7%	87.2%	85.2%	84.8%
General and administrative (including stock-based compensation of 0.7% and 0.7% for the three and nine periods ended September 28, 2025, respectively, and 0.9% and 1.1% for the three and nine months ended September 30, 2024, respectively)	7.4%	6.6%	6.4%	6.9%
Depreciation and amortization	6.4%	4.9%	5.4%	5.0%
Loss on impairment of long-lived assets	1.9%	—%	0.6%	—%
Transition and integration expenses	1.4%	3.2%	1.7%	2.2%
Pre-opening expenses	0.4%	1.1%	0.7%	1.7%
Transaction and exit costs	—%	0.4%	—%	1.9%
Lease termination and exit (income) expenses	(0.2)%	—%	0.9%	0.1%
Other (income) expenses	(0.3)%	—%	—%	—%
Total costs and expenses	104.4%	101.9%	99.4%	100.7%
Operating (loss) income	(4.4)%	(1.9)%	0.6%	(0.7)%
Other expenses, net:				
Interest expense, net of interest income	5.8%	5.5%	5.1%	4.6%
Loss on early debt extinguishment	—%	—%	—%	0.9%
Total other expenses, net	5.8%	5.5%	5.1%	5.5%
Loss before provision (benefit) for income taxes	(10.2)%	(7.4)%	(4.5)%	(6.2)%
Provision (benefit) for income taxes	32.8%	(2.5)%	10.0%	(1.9)%
Net loss	(43.0)%	(4.9)%	(14.6)%	(4.3)%
Less: net loss attributable to noncontrolling interest	(0.4)%	(0.1)%	(0.2)%	(0.2)%
Net loss attributable to The ONE Group Hospitality, Inc.	(42.6)%	(4.8)%	(14.3)%	(4.1)%

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

EBITDA, Adjusted EBITDA, Restaurant Operating Profit and Restaurant EBITDA are presented in this Quarterly Report on Form 10-Q to supplement other measures of financial performance. EBITDA, Adjusted EBITDA, Restaurant Operating Profit and Restaurant EBITDA are not required by, or presented in accordance with, accounting principles generally accepted in the U.S. ("GAAP"). We define EBITDA as net income before interest expense, provision for income taxes and depreciation and amortization. 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, non-recurring gains and losses, stock-based compensation, lease termination and exit expenses, certain transactional and exit costs, transition and integration expenses and loss on early debt extinguishment. 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 presented in this Quarterly Report on Form 10-Q is a supplemental measure of financial performance that is not required by, or presented in accordance with, GAAP. We define Restaurant Operating Profit as owned restaurant net revenue minus owned restaurant cost of sales and owned restaurant operating expenses. We define Restaurant EBITDA as owned restaurant net revenue minus owned restaurant cost of sales, owned restaurant operating expenses before non-cash rent.

We believe that EBITDA, Adjusted EBITDA, Restaurant Operating Profit and Restaurant EBITDA are appropriate measures of our operating performance because they eliminate non-cash or non-recurring expenses that do not reflect our underlying business performance. We believe Restaurant Operating Profit and Restaurant EBITDA are important components of financial results because: (i) they are widely used metrics within the restaurant industry to evaluate restaurant-level productivity, efficiency, and performance, and (ii) we use Restaurant Operating Profit and Restaurant EBITDA as a key metric to evaluate our restaurant financial performance compared to our competitors. We use these metrics to facilitate a comparison of our operating performance on a consistent basis from period to period, to analyze the factors and trends affecting our business and to evaluate the performance of our restaurants. Adjusted EBITDA has limitations as an analytical tool and our calculation of Adjusted EBITDA 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 a key measure used by management and is a metric used in our debt compliance calculation. Additionally, Adjusted EBITDA and Restaurant Operating Profit are frequently used by analysts, investors and other interested parties to evaluate companies in our industry. We use Adjusted EBITDA and Restaurant Operating Profit, alongside other GAAP measures such as net income, to measure profitability, as a key profitability target in our budgets, and to compare our performance against that of peer companies despite possible differences in calculation.

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

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Net loss attributable to The ONE Group Hospitality, Inc.	\$ (76,740)	\$ (9,304)	\$ (85,869)	\$ (18,715)
Net loss attributable to noncontrolling interest	(757)	(165)	(1,338)	(689)
Net loss	(77,497)	(9,469)	(87,207)	(19,404)
Interest expense, net	10,483	10,679	30,600	20,622
Provision (benefit) for income taxes	59,141	(4,856)	60,125	(8,583)
Depreciation and amortization	11,530	9,416	32,229	22,701
EBITDA	3,657	5,770	35,747	15,336
Stock-based compensation	1,246	1,580	4,348	4,433
Loss on impairment of long-lived assets	3,386	—	3,386	—
Transaction and exit costs	13	850	143	8,728
Transition and integration expenses	2,607	6,274	10,275	10,068
Lease termination and exit (income) expense ⁽¹⁾	(278)	—	5,428	471
Non-cash rent expense (income) ⁽²⁾	243	283	(614)	196
Loss on early debt extinguishment	—	—	—	4,149
Other (income) expenses ⁽³⁾	(470)	46	(147)	78
Adjusted EBITDA	10,404	14,803	58,566	43,459
Adjusted EBITDA attributable to noncontrolling interest	(155)	(54)	(551)	(387)
Adjusted EBITDA attributable to The ONE Group Hospitality, Inc.	\$ 10,559	\$ 14,857	\$ 59,117	\$ 43,846

(1) Lease termination and exit (income) expenses are costs associated with closed locations.

(2) Non-cash rent expense (income) is included in owned restaurant operating expenses, pre-opening expenses and general and administrative expense on the condensed consolidated statements of operations and comprehensive income.

(3) Other (income) expenses in the three months ended September 28, 2025 are related to a gain on a legal settlement.

The following table presents a reconciliation of Operating income to Restaurant Operating Profit for the periods indicated (in thousands):

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Operating (loss) income as reported	\$ (7,873)	\$ (3,646)	\$ 3,518	\$ (3,216)
Management, license and incentive fee revenue	(2,776)	(3,388)	(9,979)	(10,348)
General and administrative	13,274	12,814	38,027	30,982
Depreciation and amortization	11,530	9,416	32,229	22,701
Loss on impairment of long-lived assets	3,386	—	3,386	—
Transition and integration expenses	2,607	6,274	10,275	10,068
Pre-opening expenses	698	2,118	3,958	7,548
Transaction and exit costs	13	850	143	8,728
Lease termination and exit (income) expenses	(278)	—	5,428	471
Other (income) expenses	(470)	46	(147)	78
Restaurant Operating Profit	\$ 20,111	\$ 24,484	\$ 86,838	\$ 67,012
Restaurant Operating Profit as a percentage of owned restaurant net revenue	11.3%	12.8%	14.8%	15.2%
Non-Cash Rent	238	335	(614)	299
Restaurant EBITDA	\$ 20,349	\$ 24,819	\$ 86,224	\$ 67,311
Restaurant EBITDA as a percentage of owned restaurant net revenue	11.5%	13.0%	14.6%	15.3%

Restaurant Operating Profit by brand is as follows (in thousands):

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
STK restaurant operating profit (Company owned)	\$ 5,879	\$ 6,547	\$ 24,271	\$ 26,769
STK restaurant operating profit (Company owned) as a percentage of STK revenue (Company owned)	12.8%	14.6%	16.0%	18.4%
Benihana restaurant operating profit (Company owned)	\$ 13,928	\$ 17,110	\$ 57,586	\$ 33,275
Benihana restaurant operating profit (Company owned) as a percentage of Benihana revenue (Company owned)	13.9%	16.5%	17.4%	18.3%
Core Grill Concepts restaurant operating profit	\$ 131	\$ 1,416	\$ 5,227	\$ 7,964
Core Grill Concepts restaurant operating profit as a percentage of Grill Concepts revenue	0.4%	3.9%	5.2%	8.0%
Non-core Grill Concepts restaurant operating profit	\$ (12)	\$ (783)	\$ (489)	\$ (1,291)

Restaurant EBITDA by brand is as follows (in thousands):

	For the three periods ended September 28, 2025	For the three months ended September 30, 2024	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
STK restaurant EBITDA (Company owned)	\$ 5,790	\$ 6,250	\$ 23,633	\$ 25,892
STK restaurant EBITDA (Company owned) as a percentage of STK revenue (Company owned)	12.6%	14.0%	15.5%	17.8%
Benihana restaurant EBITDA (Company owned)	\$ 14,364	\$ 17,679	\$ 58,843	\$ 34,207
Benihana restaurant EBITDA (Company owned) as a percentage of Benihana revenue (Company owned)	14.4%	17.0%	17.8%	18.8%
Core Grill Concepts restaurant EBITDA	\$ 22	\$ 1,479	\$ 4,146	\$ 8,225
Core Grill Concepts restaurant EBITDA as a percentage of Grill Concepts revenue	0.1%	4.0%	4.1%	8.2%
Non-core Grill Concepts restaurant EBITDA	\$ (12)	\$ (783)	\$ (641)	\$ (1,308)

The following pro forma results of operations for the three and nine periods ended September 28, 2025 and the three and nine months ended September 30, 2024 give effect to the six owned restaurant closures in 2025 and the five owned restaurant closures in 2024 if they had occurred on January 1, 2024 (in thousands):

	For the three periods ended September 28, 2025			For the three months ended September 30, 2024		
	As Reported	Adjusted	Pro-forma	As Reported	Adjusted	Pro-forma
Total revenues	\$ 180,200	\$ (369)	\$ 179,831	\$ 193,975	\$ (5,872)	\$ 188,103
Total owned operating expenses	\$ 157,313	\$ (419)	\$ 156,894	\$ 166,103	\$ (6,592)	\$ 159,511
Operating (loss) income	\$ (7,873)	\$ (81)	\$ (7,954)	\$ (3,646)	\$ 1,098	\$ (2,548)
Loss before benefit for income taxes	\$ (18,356)	\$ (81)	\$ (18,437)	\$ (14,325)	\$ 1,098	\$ (13,227)

	For the nine periods ended September 28, 2025			For the nine months ended September 30, 2024		
	As Reported	Adjusted	Pro-forma	As Reported	Adjusted	Pro-forma
Total revenues	\$ 598,708	\$ (5,913)	\$ 592,795	\$ 451,464	\$ (16,183)	\$ 435,281
Total owned operating expenses	\$ 501,891	\$ (6,409)	\$ 495,482	\$ 374,104	\$ (17,171)	\$ 356,933
Operating (loss) income	\$ 3,518	\$ 5,677	\$ 9,195	\$ (3,216)	\$ 2,648	\$ (568)
Loss before benefit for income taxes	\$ (27,082)	\$ 5,677	\$ (21,405)	\$ (27,987)	\$ 2,648	\$ (25,339)

Results of Operations for the Three Periods September 28, 2025 Compared to the Three Months Ended September 30, 2024

Revenues

Owned restaurant net revenue. Owned restaurant net revenue decreased \$13.2 million, or 6.9%, to \$177.4 million for the three periods ended September 28, 2025 from \$190.6 million for the three months ended September 30, 2024. The decrease was primarily attributable to a reduction in comparable restaurant sales and the closure of ten Grill Concepts restaurant since October 2024. Comparable restaurant sales decreased 5.9% for the third quarter of 2025 compared to the third quarter of 2024 primarily due to the current economic and macro environment.

Management, license, franchise and incentive fee revenue. Management, license, franchise and incentive fee revenues decreased \$0.6 million to \$2.8 million for the third quarter of 2025 compared to \$3.4 million for the third quarter of 2024. The decrease is attributed to lower management, license and incentive fee revenue at our managed STK restaurants in North America and reduced management and incentive fee revenues due to exiting two license agreements.

Cost and Expenses

Owne restaurant cost of sales. Food and beverage costs for owned restaurants decreased \$2.5 million, or 6.2%, to \$37.4 million for the three periods ended September 28, 2025 from \$39.9 million for the three months ended September 30, 2024. The decrease in owned restaurant cost of sales is primarily attributed to the reduction in owned restaurant net revenue as noted above. As a percentage of owned restaurant net revenue, cost of sales increased slightly to 21.1% for the third quarter of 2025 compared to 20.9% for the third quarter of 2024 due to commodities inflation.

Owne restaurant operating expenses. Owned restaurant operating expenses decreased \$6.3 million to \$119.9 million for the three periods ended September 28, 2025 from \$126.2 million for the three months ended September 30, 2024. The decrease in owned restaurant operating costs is primarily attributed to the reduction in owned restaurant net revenue as noted above. Owned restaurant operating costs as a percentage of owned restaurant net revenue increased 140 basis points from 66.2% in the three months ended September 30, 2024 to 67.6% for the three periods ended September 28, 2025 primarily due to investments in marketing, general cost inflation and fixed cost deleveraging driven by a decrease in same store sales.

General and administrative. General and administrative costs increased \$0.5 million, or 3.6%, to \$13.3 million for the three periods ended September 28, 2025 from \$12.8 million for the three months ended September 30, 2024. The increase was attributable to increased information technology expenses. As a percentage of revenues, general and administrative costs were 7.4% for the three periods ended September 28, 2025 compared to 6.6% for the three months ended September 30, 2024.

Depreciation and amortization. Depreciation and amortization expense was \$11.5 million for the three periods ended September 28, 2025 compared to \$9.4 million for the three months ended September 30, 2024. The increase was primarily related to depreciation and amortization for new venues and capital expenditures to maintain and enhance the guest experience in our restaurants.

Impairment on long-lived assets. For the three periods ended September 28, 2025, we incurred \$3.4 million of non-cash impairment on long-lived assets primarily related to performance of restaurants with leases nearing expiration.

Pre-opening expenses. For the three periods ended September 28, 2025, we incurred \$0.7 million of pre-opening expenses primarily related to pre-open rent for restaurants under development and payroll costs associated with the pre-opening training team as we prepare for restaurants scheduled to open in the fourth quarter of 2025. Pre-opening expenses decreased \$1.4 million compared to the prior year period primarily due to a smaller pre-opening training team and no restaurant openings during the third quarter of 2025. Detail of pre-opening expenses by category is provided in the table below for the three periods ended September 28, 2025 and three months ended September 30, 2024 (in thousands).

Three Periods Ended September 28, 2025	Preopen Expenses	Preopen Rent ⁽¹⁾	Total
Training Team	\$ 133	\$ —	\$ 133
Restaurants	289	276	565
Total	\$ 422	\$ 276	\$ 698
Three Months Ended September 30, 2024	Preopen Expenses	Preopen Rent ⁽¹⁾	Total
Training Team	\$ 1,116	\$ —	\$ 1,116
Restaurants	549	453	1,002
Total	\$ 1,665	\$ 453	\$ 2,118

(1) Cash rent paid was \$0.2 million for each of the three periods ended September 28, 2025 and the three months ended September 30, 2024.

Transaction and exit costs. Transaction and exit costs were \$0.9 million for the three months ended September 30, 2024. Costs for the third quarter of 2024 primarily reflected legal and professional fees incurred in conjunction with the Benihana Acquisition, which closed on May 1, 2024.

Transition and integration costs. In the three periods ended September 28, 2025, we incurred \$2.6 million of transition and integration costs associated with the Benihana Acquisition compared to \$6.3 million in the prior year quarter. Included in these costs are expenses related to identified duplicate professional service vendors, operational support offices, support positions, and maintenance expenses that will be eliminated in the foreseeable future. We do not expect to incur material transition or integration costs associated with the Benihana Acquisition going forward.

Lease termination and exit (income) expenses. Lease termination and exit income was \$0.3 million for the three periods ended September 28, 2025. The lease termination and exit expenses for the third quarter of 2025 primarily related to the termination of lease possession for two restaurants closed during the second quarter and the resulting write-off of the right-of-use asset and liability.

Interest expense, net of interest income. Interest expense, net of interest income, was \$10.5 million for the three periods ended September 28, 2025 compared to \$10.7 million for the three months ended September 30, 2024. The weighted average interest rate for the three periods ended September 28, 2025 was 10.7% compared to 11.8% for the three months ended September 30, 2024.

Provision (benefit) for income taxes. For the three periods ended September 28, 2025, income tax provision was \$59.1 million compared to income tax benefit of \$4.6 million for the three months ended September 30, 2024. The increase in income tax expense is primarily due to the non-cash valuation allowance that was recorded during the third quarter of 2025 against the deferred tax assets.

Net loss attributable to noncontrolling interest. Net loss attributable to noncontrolling interest was \$0.7 million for the three periods ended September 28, 2025 compared to a loss of \$0.2 million for the three months ended September 30, 2024.

Results of Operations for the Nine Periods Ended September 28, 2025 Compared to the Nine Months Ended September 30, 2024

Revenues

Owned restaurant net revenue. Owned restaurant net revenue increased \$147.6 million, or 33.5%, to \$588.7 million for the nine periods ended September 28, 2025 from \$441.1 million for the nine months ended September 30, 2024. The increase was primarily attributable to the acquisition of Benihana and RA Sushi restaurants on May 1, 2024, which generated \$367.3 million in revenues during the nine periods ended September 28, 2025 compared to \$208.1 million for the five-month period owned by the Company in the prior year. The increase in revenues is also attributed to new venues opened since March 2024, offset by a reduction in comparable restaurant sales and restaurant closures in the fourth quarter of 2024 and the nine periods ended September 28, 2025. Comparable restaurant sales decreased 4.3% during the nine periods ended September 28, 2025 compared to the nine months ended September 30, 2024.

Management, license and incentive fee revenue. Management, license and incentive fee revenues decreased \$0.3 million, or 3.6%, to \$10.0 million for the nine periods ended September 28, 2025 from \$10.3 million for the nine months ended September 30, 2024. The decrease was primarily attributable to decreased sales at our STK managed and licensed restaurants partially offset by increased revenues at Benihana franchised restaurants which generated \$1.5 million in revenues during the nine periods ended September 28, 2025 compared to \$1.1 million for the five-month period owned by the Company in the prior year.

Cost and Expenses

Owned restaurant cost of sales. Food and beverage costs for owned restaurants increased \$29.2 million, or 31.0%, to \$123.7 million for the nine periods ended September 28, 2025 compared to \$94.5 million for the nine months ended September 30, 2024. The increase in cost of sales was due to the incremental sales increases noted above from the acquisition of Benihana and RA Sushi and the opening of new venues since March 2024.

As a percentage of owned restaurant net revenue, cost of sales improved 40 basis points from 21.4% in the nine months ended September 30, 2024 to 21.0% for the nine periods ended September 28, 2025 primarily due to lower cost of sales for Benihana restaurants and integration synergies partially offset by commodities inflation.

Owned restaurant operating expenses. Owned restaurant operating expenses increased \$98.6 million to \$378.2 million for the nine periods ended September 28, 2025 from \$279.6 million for the nine months ended September 30, 2024. The increase in owned restaurant operating expense is primarily due to the incremental operating expenses increases from the acquisition of Benihana and RA Sushi. Owned restaurant operating expenses as a percentage of owned restaurant net revenue increased 80 basis points from 63.4% in the nine months ended September 30, 2024 to 64.2% for the nine periods ended September 28, 2025 primarily due to investments in marketing, general cost inflation, a higher staffing model for Benihana and RA Sushi restaurants and fixed cost deleveraging driven by a decrease in same store sales.

General and administrative. General and administrative costs increased \$7.0 million, or 22.7%, to \$38.0 million for the nine periods ended September 28, 2025 from \$31.0 million for the nine months ended September 30, 2024. The increase was attributable to incremental headcount associated with the Benihana Acquisition and increased professional fees. As a percentage of revenues, general and administrative costs were 6.4% for the nine periods ended September 28, 2025 compared to 6.9% for the nine months ended September 30, 2024.

Depreciation and amortization. Depreciation and amortization expense was \$32.2 million and \$22.7 million for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively. The increase was primarily related to nine periods of depreciation and amortization for the Benihana and RA Sushi restaurants acquired on May 1, 2024 compared to five months of depreciation expense in the prior year. The increase in depreciation expense is also due to new venues opened since March 2024 and capital expenditures to maintain and enhance the guest experience in our restaurants.

Impairment on long-lived assets. For the nine periods ended September 28, 2025, we incurred \$3.4 million of non-cash impairment on long-lived assets primarily related to performance of restaurants with leases nearing expiration.

Pre-opening expenses. For the nine periods ended September 28, 2025, we incurred \$4.0 million of pre-opening expenses primarily related to payroll, training and non-cash pre-open rent for three restaurants that opened during the first half of 2025. Pre-opening expenses decreased \$3.5 million compared to the prior year period primarily due to the rightsizing of the pre-opening training team.

For the nine months ended September 30, 2024, we incurred \$7.5 million of pre-opening expenses primarily related to payroll, training and non-cash pre-open rent for STK Washington DC, which opened in March 2024, RA Sushi Plantation, which opened July 1, 2024, Kona Grill Tigard, which opened in September 2024, and STK Aventura, which opened in October 2024. Detail of pre-opening expenses by category is provided in the table below for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024 (in thousands).

Nine Months Ended September 28, 2025		Preopen Expenses	Preopen Rent (1)	Total
Training Team	\$	978	\$ —	\$ 978
Restaurants		1,800	1,180	2,980
Total	\$	2,778	\$ 1,180	\$ 3,958
Nine Months Ended September 30, 2024		Preopen Expenses	Preopen Rent (1)	Total
Training Team	\$	4,069	\$ —	\$ 4,069
Restaurants		2,083	1,396	3,479
Total	\$	6,152	\$ 1,396	\$ 7,548

(1) Cash rent paid was \$1.0 million and \$0.6 million for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively.

Transaction and exit costs. Transaction and exit costs were \$0.1 million for the nine periods ended September 28, 2025 compared to \$8.7 million for the nine months ended September 30, 2024. These costs primarily included investment banking, legal and professional fees incurred in conjunction with the Benihana Acquisition, which closed on May 1, 2024.

Transition and integration costs. In the nine periods ended September 28, 2025, we incurred \$10.3 million of transition and integration costs associated with the Benihana Acquisition compared to \$10.1 million in the nine months ended September 30, 2024. Included in these costs are expenses related to identified duplicate professional service vendors, operational support offices, support positions, and maintenance expenses. We do not expect to incur any material transition or integration costs associated with the Benihana Acquisition going forward.

Lease termination and exit (income) expenses. Lease termination and exit expenses were \$5.4 million for the nine periods ended September 28, 2025 compared to \$0.5 million for the nine months ended September 30, 2024. Costs for the first nine periods of 2025 primarily related to accelerated depreciation as well as exit costs associated with the six restaurants closed in the first nine periods of 2025 and the termination of an operating agreement.

Interest expense, net of interest income. Interest expense, net of interest income, was \$30.6 million for the nine periods ended September 28, 2025 compared to \$20.6 million for the nine months ended September 30, 2024. We borrowed \$350.0 million on the Credit Agreement on May 1, 2024 to finance the Benihana Acquisition. The weighted average interest rate for the nine periods ended September 28, 2025 was 10.8% compared to 11.8% in the same period of 2024.

Loss on early debt extinguishment. On May 1, 2024, in conjunction with entering into the Credit Agreement, we prepaid the outstanding debt balance under the credit agreement with Goldman Sachs to early extinguish the \$73.1 million of outstanding term loans. For the nine months ended September 30, 2024, we recognized a \$4.1 million loss on debt extinguishment primarily caused by the prepayment penalty and the recognition of unamortized debt issuance costs related to the debt extinguished.

Provision (benefit) for income taxes. The provision for income taxes for the nine periods ended September 28, 2025 was \$60.1 million compared to a benefit for income taxes of \$8.6 million for the nine months ended September 30, 2024. The increase in income tax expense is primarily due to the non-cash valuation allowance that was recorded during the third quarter of 2025 against the deferred tax assets.

Net loss attributable to noncontrolling interest. Net loss attributable to noncontrolling interest was \$1.3 million for the nine periods ended September 28, 2025 compared to a net loss of \$0.7 million for the nine months ended September 30, 2024.

Liquidity and Capital Resources

Executive Summary

Our principal liquidity requirements are to meet our lease obligations, working capital and capital expenditure needs and to pay principal and interest on outstanding debt. Subject to our operating performance, which, if significantly adversely affected, would adversely affect the availability of funds, we expect to finance our operations for at least the next 12 months, including the costs of opening currently planned new restaurants, through cash provided by operations and construction allowances provided by landlords of certain locations. We also may borrow on our revolving credit facility, utilize equipment financing or issue equity, including preferred stock, to support ongoing business operations. We believe these sources of financing are adequate to support our immediate business operations and plans. As of September 28, 2025, we had cash and cash equivalents and restricted cash and cash equivalents totaling \$6.0 million and \$355.0 million in long-term debt, which consisted of borrowings under our Credit Agreement and Equipment Security Notes. As of September 28, 2025, the availability on our revolving credit facility was \$28.7 million, subject to certain conditions.

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For the nine periods ended September 28, 2025, capital expenditures were \$44.2 million of which \$22.6 million related to the construction of new STK, Benihana and Kona Grill restaurants, \$4.1 related to remodels or major projects at existing restaurants and \$15.8 million related to existing restaurants. Net capital expenditures, inclusive of \$3.0 million in landlord contributions, was \$41.0 million for the nine periods ended September 28, 2025. We expect to receive between \$1.0 million to \$1.8 million in landlord contributions in the next three months. Capital expenditures by type for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024, respectively, are provided below (in thousands).

Nine Periods Ended September 28, 2025	STK	Benihana	Grill Concepts	Other ⁽¹⁾	Total
New Venues	\$ 15,612	\$ 4,761	\$ 2,006	\$ 226	\$ 22,605
Remodels	1,739	1,812	564	—	4,115
Maintenance	5,580	5,456	4,795	—	15,831
Other ⁽²⁾	157	456	211	797	1,621
Total	\$ 23,088	\$ 12,485	\$ 7,576	\$ 1,023	\$ 44,172
Tenant Improvement Allowance	\$ 1,859	\$ 640	\$ 542	\$ —	\$ 3,041
Nine Months Ended September 30, 2024	STK	Benihana	Grill Concepts	Other ⁽¹⁾	Total
New Venues	\$ 32,833	\$ 1,401	\$ 8,370	\$ 414	\$ 43,018
Maintenance	2,865	4,739	3,063	—	10,667
Other	—	—	—	85	85
Total	\$ 35,698	\$ 6,140	\$ 11,433	\$ 499	\$ 53,770
Tenant Improvement Allowance	\$ 3,247	\$ —	\$ 1,460	\$ —	\$ 4,707

(1) Includes inventory of restaurant equipment for venues under development.

(2) Includes equipment purchased as part of a corporate initiative

Our operations have not required significant working capital, and, like many restaurant companies, we may have negative working capital during the year. Revenues are received primarily in credit card or cash receipts, and restaurant operations do not require significant receivables or inventories, other than our wine inventory. In addition, we receive trade credit for the purchase of food, beverages and supplies, thereby reducing the need for incremental working capital to support growth. Due to the seasonality of our business, we typically generate a greater proportion of our cash flow from operations during the fourth quarter.

Our future cash requirements will depend on many factors, including the pace of expansion, conditions in the retail property development market, construction costs, the nature of the specific sites selected for new restaurants, and the nature of the specific leases and associated tenant improvement allowances available, if any, as negotiated with landlords. We have made significant investments in our training and development teams to support new restaurants openings. We believe these investments are necessary to support the successful opening of our new restaurants.

To help manage future cash requirements, we limit the number of owned company venues under construction at any given time to four restaurants. We also set a maximum number of signed leases for new restaurant development to twelve in order to minimize our cash rent commitment to approximately \$3.0 million to \$4.0 million annually for restaurants under development.

Credit Agreement

Refer to Note 6 and Note 17 to our condensed consolidated financial statements set forth in Item 1 of this Quarterly Report on Form 10-Q for further information regarding the terms of our long-term debt arrangements and information regarding our commitments and contingencies, respectively.

Capital Expenditures and Lease Arrangements

When we open new Company-owned restaurants, our capital expenditures for construction increase. For owned STK restaurants, where we build from a shell state, we have typically targeted a restaurant size of 8,000 square feet with a gross cash investment of approximately \$700 to \$750 per square foot, exclusive of \$150 per square foot in landlord contributions. STK restaurants opened in 2023 and 2024 had a gross cost per square foot of \$706 and \$132 per square foot in landlord contributions with an average size of 10,618 square feet. For owned Benihana restaurants, where we build from a shell state, we have typically targeted a restaurant size of 7,000 square feet. In situations where we add functional space and build a restaurant with a mezzanine, covered patio, or rooftop, costs per square foot will increase. Typical cash pre-opening costs are \$0.6 million to \$0.8 million, excluding the impact of cash and non-cash pre-opening rent. In addition, some of our existing restaurants will require capital improvements to either maintain or improve the facilities. We may add seating or provide enclosures for outdoor space in the next twelve months for some of our locations, when we believe that will increase revenues for those locations.

We typically seek to lease our restaurant locations for periods of 10 to 20 years under operating lease arrangements, with a limited number of renewal options. Our rent structure varies, but our leases generally provide for the payment of both minimum and contingent rent based on sales, as well as other expenses related to the leases such as our pro-rata share of common area maintenance, property tax and insurance expenses. Many of our lease arrangements include the opportunity to secure tenant improvement allowances to partially offset the cost of developing and opening the related restaurants. Generally, landlords recover the cost of such allowances from increased minimum rents. However, there can be no assurance that such allowances will be available to us on each project that we select for development.

Cash Flows

The following table summarizes the statement of cash flows for the nine periods ended September 28, 2025 and the nine months ended September 30, 2024 (in thousands):

	For the nine periods ended September 28, 2025	For the nine months ended September 30, 2024
Net cash provided by (used in):		
Operating activities	\$ 17,222	\$ 25,668
Investing activities	(44,172)	(423,606)
Financing activities	4,822	405,565
Effect of exchange rate changes on cash	100	10
Net increase (decrease) in cash and cash equivalents	\$ (22,028)	\$ 7,637

Operating Activities. Net cash provided by operating activities was \$17.2 million for the nine periods ended September 28, 2025, compared to \$25.7 million for the nine months ended September 30, 2024. The change in net cash provided by operating activities was primarily attributable to the timing of collections on accounts receivables and payments on accrued expenses.

Investing Activities. Net cash used in investing activities for the nine periods ended September 28, 2025 was \$44.2 million which was comprised of \$22.6 million in capital expenditures primarily for the construction of three restaurants opened during the first half of 2025, as well as residual payments on the two restaurants that opened during the fourth quarter of 2024 and restaurants that were under development as of September 28, 2025, as well as capital expenditures for existing restaurants.

Net cash used in investing activities for the nine months ended September 30, 2024 was \$423.6 million which was comprised of \$369.8 million for the Benihana Acquisition, net of cash acquired and \$53.8 million in capital expenditures for the construction of STK Washington DC, which opened in March 2024, and a RA Sushi in Plantation, FL, which opened in July 2024, a Kona Grill in Tigard, OR, which opened in September 2024, and a STK in Aventura, FL, which opened in October 2024, in addition to residual payments on four restaurants that opened during the fourth quarter of 2023 and several restaurants that were under development as of September 30, 2024.

Financing Activities. Net cash used in financing activities for the nine periods ended September 28, 2025 was \$4.8 million and primarily comprised \$11.5 million in borrowings on long-term debt offset by \$5.0 million in repayments on long-term debt and financing lease liabilities and \$1.1 million in stock repurchases.

Net cash used in financing activities for the nine months ended September 30, 2024 was \$405.6 million and was comprised of net proceeds from borrowings under the Credit Agreement of \$333.8 million and net proceeds from the issuance of preferred stock and warrants of \$138.9 million, partially offset by the repayment of the Goldman Sachs debt of \$73.6 million.

Recent Accounting Pronouncements

See Note 1 to our condensed consolidated financial statements set forth in Item 1 of this Quarterly Report on Form 10-Q for a detailed description of recent accounting pronouncements. We do not expect the recent accounting pronouncements discussed in Note 1 to have a significant impact on our consolidated financial position or results of operations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

As a “smaller reporting company,” as defined in Item 10 of Regulation S-K, we are not required to provide this information.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, as our controls are designed to do, and management necessarily applies its judgment in evaluating the risk and cost benefit relationship related to controls and procedures.

Our Chief Executive Officer and Chief Financial Officer have reviewed the effectiveness of our disclosure controls and procedures as of September 28, 2025 and based on this evaluation, have concluded that our disclosure controls and procedures were effective as of September 28, 2025.

Changes in Internal Controls

On May 1, 2024, we completed the Benihana Acquisition and have implemented new processes and internal controls to assist us in the preparation and disclosure of financial information. Given the significance of the Benihana Acquisition, we have excluded the acquired Benihana business from our assessment and report on internal controls over financial reporting for the year ended December 31, 2024. Benihana and RA Sushi make up approximately 50.0% of our total revenue for the year ended December 31, 2024 and 64.9% of our total assets as of December 31, 2024. Other than discussed above, there have been no changes in our internal controls over financial reporting that occurred during the quarter ended September 28, 2025 that have materially affected, or are reasonably likely to materially affect, the Company’s internal controls over financial reporting. We will include the acquired Benihana business in our assessment and report on internal controls over financial reporting for the year ending December 28, 2025.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

We are subject to claims common to our industry and in the ordinary course of our business. Companies in our industry, including us, have been and are subject to class action lawsuits, primarily regarding compliance with labor laws and regulations. Defending lawsuits requires significant management attention and financial resources and the outcome of any litigation is inherently uncertain. We believe that accrual and disclosure for these matters are adequately provided for in our consolidated financial statements. We do not believe the ultimate resolutions of these matters will have a material adverse effect on our consolidated financial position and results of operations. However, the resolution of lawsuits is difficult to predict. A significant increase in the number of these claims, or one or more successful claims under which we incur greater liabilities than is currently anticipated, could materially and adversely affect our consolidated financial statements.

Item 1A. Risk Factors.

There have been no material changes to the risk factors contained in Item 1A of our Form 10-K for the year ended December 31, 2024.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

In September 2022, the Company’s Board of Directors authorized a repurchase program of up to \$10.0 million of outstanding common stock. In May 2023, the Company’s Board of Directors authorized an additional \$5.0 million to this program. In March 2024, the Company’s Board of Directors authorized an additional \$5.0 million of repurchases under this program. As of September 28, 2025, the Company had purchased 3.4 million shares for \$19.3 million under the program.

During the three periods ended September 28, 2025, the Company purchased 0.1 million shares for aggregate consideration of \$0.2 million. The table below reflects shares of common stock purchased during the third quarter of 2025.

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plan	Maximum dollar value of shares that may yet be purchased under the plan
June 30, 2025 - July 27, 2025	—	—	—	\$ 943,960
July 28, 2025 - August 24, 2025	69,749	\$ 2.85	69,749	\$ 743,312
August 25, 2025 - September 28, 2025	—	—	—	\$ 743,312
	<u>69,749</u>	<u>\$ 2.85</u>	<u>69,749</u>	

Item 5. Other Information

(c) Adoption or Termination of 10b5-1 Trading Plans

During the third quarter ended September 28, 2025, no director or officer adopted, modified, or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as such terms are defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

(a) Exhibits required by Item 601 of Regulation S-K.

Exhibit	Description
3.1	Amended and Restated Certificate of Incorporation (Incorporated by reference to Form 8-K filed on September 5, 2014).
3.2	Certificate of Designations of Series A Preferred Stock (Incorporated by reference to Form 8-K filed on May 1, 2024).
3.3	Amended and Restated Bylaws (Incorporated by reference to Form 8-K filed on October 25, 2011).
10.1***	Offer Letter by and between Nicole Thuang and The ONE Group Hospitality, Inc., dated September 7, 2025
10.2†*	Employment agreement by and between Nicole Thuang and Benihana, Inc., dated August 20, 2018
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes – Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes – Oxley Act of 2002
32.1*	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes – Oxley Act of 2002, 18 U.S.C. Section 1350.
32.2*	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes – Oxley Act of 2002, 18 U.S.C. Section 1350.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.

† Management contract or compensatory plan or arrangement.

‡ Certain portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the U.S. Securities and Exchange Commission upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any document so furnished.

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, thereunto duly authorized.

Dated: November 6, 2025

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Nicole Thaug
Nicole Thaug, Chief Financial Officer

CERTAIN INFORMATION HAS BEEN REDACTED FROM THIS EXHIBIT BECAUSE IT BOTH (I) IS NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT HAS BEEN SO REDACTED FROM THIS EXHIBIT HAS BEEN MARKED WITH “[***]” TO INDICATE THE OMISSION.



September 7, 2025

Dear Nicole:

On behalf of The ONE Group (the “Company”), it is our pleasure to offer you the position of CFO.

This letter sets forth the terms and conditions of your employment with the Company. Please review carefully and contact me if you have any questions.

Title:	CFO
Reporting to:	Emanuel Hilario, President and CEO
Direct Reports:	[***]
Key Responsibilities:	Financial leadership for all areas of accounting and finance for TOG Direct oversight of cash and bank facility compliance Regulatory compliance Investor Relations Measurement Business Intelligence Planning Support CEO facilitating smooth and elegant Board of Director operations Any other responsibilities assigned by CEO
Start Date:	Monday, September 8, 2025.
Base Salary:	Your base salary will be at a rate of \$19,230.77 bi-weekly, \$500,000.00 annually, less applicable tax and other withholdings. Salary is payable according to the Company’s regular bi-weekly payroll schedule.
Incentive Compensation:	Annual bonus target of up to 75% of salary or target of \$330,000.00 based on the Company’s bonus plan and mutually agreed upon goals.
LTIP Target:	100% as per the current company program.

Equity Grant: You will be initially granted 30,000 RSUs to vest over 3 years. All equity grants are subject to the approval of the Company's Board of Directors.

Benefits: As a One Group salaried employee, you are eligible for the current, standard company health, life, disability, dental and vision coverage will be available on the 1st of the month following 60 days of employment. A portion of premium cost for single coverage will be covered by the Company with additional dependent coverage available at a cost as outlined in provided documentation.

As a senior level executive, you will also receive Armada Care Executive Health benefits, for yourself and your family, at no cost to you when you and your family enroll in the company health insurance plan.

Vacation: Vacation accrual of 7.08 hours per pay period, which is equivalent to 23 days on an annual basis.

**Personal/
Sick Days:** Personal/Sick days are allotted at 5 each calendar year.

Expenses: Normal and reasonable phone service and commuting expenses will be reimbursed monthly upon submission of your expense report via concur.

The Employment Agreement, dated August 20, 2018, by and between you and Benihana, Inc. stays in place from current program.

Nicole, we are extremely excited to have you continue your employment with the company as we continue to grow the business. We are confident of the positive impact you will continue to make. If the terms described above are acceptable, please sign below, return the original to me, and keep a copy for your records.

This offer is not intended to be a contractual obligation to hire the individual indicated herein other than as an Employee-at-will. The company is not extending an employment agreement to the prospective employee, and if employed, the employee may be terminated at will and without further obligation other than that as required pursuant to law.

Very truly yours,

/s/ Emanuel Hilario

Emanuel Hilario, President and CEO
The One Group

AGREED AND ACCEPTED:

/s/ Nicole Thaung

Nicole Thaung

9/8/25

Date

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “Agreement”) is entered into this 20th day of August, 2018 (the “Effective Date”), by and between Benihana Inc., a Delaware corporation with its principal corporate office located at 21500 Biscayne Boulevard, Suite 900, Aventura, Fl. 33180, and its affiliates, subsidiaries, related business entities or partners (collectively referred to as the “Company”), and Nicole Thaung (the “Executive”).

RECITALS

WHEREAS, the Executive has been an employee of the Company since May, 2010; and

WHEREAS the Company has promoted her to Chief Financial Officer (“CFO”) of the Company on August 20, 2018; and

WHEREAS, the Company now desires to employ the Executive as of the Effective Date on the terms and conditions set forth in this Agreement, and the Executive desires to be so employed.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations and covenants herein contained, the Company and the Executive hereby agree as follows:

AGREEMENT

1. **Scope of Employment.** The Company agrees to employ the Executive, and the Executive agrees to be employed by the Company, as Chief Financial Officer of the Company. The Executive shall have the responsibilities and authority of such position as set forth in the Company’s by-laws and such other responsibilities commensurate with the Executive’s title and position as may be reasonably determined and assigned to the Executive by the Chief Executive Officer or the Board of Directors of the Company (the “Board”). The Executive shall report to the Chief Executive Officer. The Executive shall devote her full business time, attention and energies to Company affairs.

2. **Term.** The Executive’s employment with the Company under this Agreement is “at will.” The Executive’s employment under this Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided in this Agreement.

3. **Compensation.**

(a) **Base Salary.** The Company agrees to pay the Executive, and the Executive agrees to accept, in payment for services to be rendered by the Executive hereunder, a base salary of \$250,000.00 per annum (the “Base Salary”). The Base Salary shall be paid in approximately equal installments, less such sums as may be required to be deducted or withheld under the provisions of federal, state or local law, in accordance with the Company’s customary payroll practices. The Board will review the Executive’s performance and Base Salary annually, with the understanding that said review may (in the Company’s sole discretion) result in an additional increase in Base Salary, but in no circumstances shall it result in a decrease in Base Salary. For all purposes under this Agreement, the term “Base Salary” shall refer to the Executive’s base salary under this Section 3(a).

(b) **Annual Bonus.** In addition to the Base Salary, the Executive also shall be eligible to receive an annual cash bonus (the “Bonus”) of up to 50% of his Base Salary, the amount and payment of which shall be based on the Company’s attainment of financial and other targets established at or near the beginning of each annual bonus period by the Company in writing. Any such bonus will be paid to the Executive in a lump sum, reduced by appropriate withholding tax and other deductions required by applicable law, after the Company determines whether and to what extent the targets have been attained and, in any event, no later than the 15th day of the third month after the end of the Company’s fiscal year to which the bonus relates. Except as otherwise provided for in this Agreement, Executive must be employed by the Company at the time the Bonus is paid in order to be eligible for any Bonus payments.

(c) **Profits Interest Unit Award.** The Executive will receive an award of Profits Interest Units under the Safflower Holdings LLC Unit Award Plan (the “Plan”), subject to the terms and conditions of the Plan and a Profits Interest Units Agreement in the form attached hereto as **EXHIBIT A** (“Profits Interest Units Agreement”), reflecting the grant of Profits Interest Units under the Plan.

4. **Reimbursement of Business Expenses, Paid Time Off, Fringe Benefits.**

(a) **Business Expenses.** The Company shall pay, or promptly reimburse the Executive for, all reasonable expenses incurred by the Executive in performing her duties for the Company during the Term of this Agreement upon the presentation of

reasonably itemized statements of such expenses in accordance with the Company's policies and procedures now in effect or as such policies and procedures may be modified from time to time, but with such reimbursement paid in all events not later than the last day of the calendar year following the calendar year in which the expense was incurred.

(b) Paid Time Off. The Executive shall be entitled to the number of weeks of paid time off per year provided to the Company's senior executive officers in accordance with Company's vacation or other paid time off policies.

(c) Welfare, 401(k) and Similar Benefit Plans. During the Term of this Agreement, the Executive shall be entitled to participate in and be covered under all of the welfare benefit plans or programs maintained by the Company from time to time, including, without limitation, all medical, hospitalization, dental, disability, accidental death and dismemberment and travel accident insurance plans and programs, subject to and in accordance with the terms of such plans and programs. In addition, during the Term of this Agreement, the Executive shall be eligible to participate in and be covered under all 401(k), retirement, savings and other employee benefit and perquisite plans and programs maintained from time to time by the Company, subject to and in accordance with the terms of such plans and programs.

5. **Termination**. This Agreement, and the Executive's employment hereunder, may be terminated under the following circumstances:

(a) Death or Disability. This Agreement, and the Executive's employment hereunder, shall terminate upon the Executive's death or disability (which shall be deemed to have occurred if the Executive is physically or mentally unable to perform her duties hereunder for more than 30 days in any three (3) month period).

(b) By the Executive. The Executive shall have the right to terminate this Agreement, and the Executive's employment hereunder, for any reason or for no reason, including, without limitation, for Good Reason (as hereinafter defined). For purposes hereof, the term "Good Reason" shall mean any one or more of the following events, unless the Executive specifically agrees in writing that such event shall not be Good Reason:

(i) a material reduction of the Executive's Base Salary;

(ii) a material diminution in the Executive's authority, responsibilities, or duties when compared to those applicable to the Executive in her position as described in Section 1;

(iii) material acts or conduct on the part of the Company or its officers and representatives that are designed to force the resignation of the Executive or prevent the Executive from performing her duties and responsibilities pursuant to this Agreement; or

(iv) a material breach by the Company of any material provision of this Agreement (including, but not limited to, the failure of the Company to pay timely any amount, or to provide any benefit, pursuant to the provisions of Sections 3 and 4).

The Executive shall provide the Company with written notice within ninety (90) days of the initial existence of the event or condition that gives the Executive Good Reason to terminate this Agreement and the Executive's employment hereunder, which notice will describe such event or condition. In the case of conduct described above, Good Reason will not be considered to exist unless the Company is given thirty (30) days from the date of such written notice to cure such breach or condition. If the Company cures such breach or condition within such thirty (30) day period, the Executive shall not be entitled to terminate this Agreement, and the Executive's employment hereunder, for Good Reason as a result of such event or condition.

(c) By the Company. The Company shall have the right to terminate this Agreement, and the Executive's employment hereunder, for any reason or for no reason, and with or without Cause (as hereinafter defined). For purposes of this Agreement, the Company shall have "Cause" to terminate this Agreement, and the Executive's employment hereunder:

(i) upon (A) the conviction of, or plea of nolo contendere by, the Executive for (x) any felony or (y) a misdemeanor involving moral turpitude (not including routine traffic violations), or (B) the existence of any factor or circumstance that prevents the Executive from serving as Chief Financial Officer of a business enterprise that holds or desires to hold one or more liquor licenses;

(ii) upon the Executive's willful and material violation of written material policies and procedures of the Company as set forth from time to time if such material violation causes a demonstrable adverse effect to the Company;

(iii) as a result of the Executive's gross negligence or willful misconduct with respect to the Company or willful failure or refusal substantially to perform the Executive's lawful duties for the Company (other than as a result of total or partial incapacity due to physical or mental illness) if such conduct, failure or refusal causes a demonstrable adverse effect to the Company;

(iv) any act by the Executive of fraud, material misappropriation or embezzlement with respect to the Company (monetarily or otherwise);

(v) the Executive engaging in any activity in material violation of the confidentiality, work product, non-solicitation or other restrictive covenants set forth in this Agreement if such material violation causes a demonstrable adverse effect to the Company; or

(vi) upon a willful material breach by the Executive of any of the Executive's material obligations under this Agreement if such willful material breach causes a demonstrable adverse effect to the Company.

The Company shall provide the Executive with written notice describing any event or condition that gives the Company Cause for terminating the Executive's employment. In the case of conduct described in paragraphs (ii), (iii), (v) or (vi) above, Cause will not be considered to exist unless the Executive is given thirty (30) days from the date of such written notice to cure such breach or condition. If the Executive cures such breach or condition within such thirty (30) day period to the Company's satisfaction, then the Company shall not be entitled to terminate the Executive's employment for Cause.

6. Termination Procedure.

(a) Notice of Termination. Any termination of this Agreement, and the Executive's employment hereunder, whether by the Company or by the Executive, during the Term of this Agreement, except as a result of the Executive's death, shall be communicated by written notice of termination to the other party hereto in accordance with Section 11(f). Such notice of termination shall state the specific termination provision in this Agreement relied upon in terminating this Agreement, and the Executive's employment hereunder, and the notice of termination shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination.

(b) Date of Termination. The effective date of any termination of this Agreement, and the Executive's employment hereunder, whether by the Company or by the Executive, shall be, in the event of the Executive's death, the date of his death, or, in the event of termination for any other reason, the date on which the notice of termination referred to in paragraph (a) of this Section 6 is given or any later date (within thirty (30) days after the giving of such notice of termination) set forth in such notice of termination. In any event, however, the date of termination will not be earlier than the date of Separation from Service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

7. **Termination Compensation and Benefit.** Under the circumstances described in this Section 7, Company shall provide the Executive with the payments and benefits set forth below; provided, however, as a specific condition to being entitled to any payments or benefits under this Section 7 other than the "Accrued Compensation" as defined below, the Executive must have resigned as a director, trustee and officer of the Company and all of its subsidiaries and as a member of any committee of the board of directors of the Company (including subsidiaries of which she is a member) and must have executed a General Release in favor of the Company in a form that is acceptable to the Company. Executive acknowledges and agrees that the payments set forth in this Section 7 constitute liquidated damages for termination of her employment during the Employment Period, which the parties hereto have agreed to as being reasonable, and Executive acknowledges and agrees that she shall have no other remedies in connection with or as a result of any such termination.

(a) General Termination Provision. Except as provided below, upon termination of this Agreement, the Company shall pay to the Executive (or the Executive's estate, in the case of her death) immediately after the effective date of termination, the Executive's Base Salary that has been fully earned but not yet paid to the Executive as well as all expenses incurred by the Executive prior to the effective date of termination that the Company is required to reimburse, but had not yet reimbursed, the Executive for in accordance with the terms and provisions of Section 4.

(b) Termination without Cause or Resignation for Good Reason. If this Agreement, and the Executive's employment hereunder, are terminated: (1) by the Company without Cause; or (2) by the Executive for Good Reason, the Executive shall be entitled to:

(i) payment of the Executive's Base Salary and Bonus, in each case only to the extent that the Base Salary and Bonus have been fully earned but not yet paid, as well as all expenses incurred by the Executive prior to the effective date of

termination that the Company is required to reimburse, but had not yet reimbursed, the Executive for in accordance with the terms and provisions of Section 4 (all such compensation and expenses collectively referred to in this Section as the “Accrued Compensation”); and

(ii) subject to the Executive’s continued compliance with the restrictive covenants set forth in Section 8: (A) salary continuation (at then-current Base Salary rate) for a period of 12 months following termination of employment; and (B) one(1) times the Executive’s average Bonus for the two (2) most recently completed fiscal years, with such Bonus pro-rated based on the portion of the Company’s current fiscal year that has elapsed on the effective date of termination, which amounts shall be paid in accordance with paragraph (c) of this Section 7.

(c) Timing of Payments; Compliance with Section 409A of the Code. The Accrued Compensation shall be paid within 10 business days after the effective date of termination, and other amounts payable pursuant to this Section 7 shall be paid in 24 equal monthly installments commencing with the next regular payroll cycle immediately following the 60th day after the effective date of termination, except to the extent that payment of any such amounts is required to be delayed in order to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), in which case the amounts the payment of which is required to be delayed in order to satisfy the requirements of Section 409A shall accrue interest at the prime rate as reported in the Wall Street Journal on the 60th day after the effective date of termination (or the nearest business day if such date is not a business day) and shall be paid in a lump sum to the Executive as soon as permitted without causing a violation of Section 409A. This Agreement is intended to comply with the applicable requirements of Section 409A and its corresponding regulations and related guidance and shall be administered in accordance with Section 409A to the extent such section applies. Notwithstanding anything in this Agreement to the contrary, to the extent that Section 409A applies to payments under this Section 7, or any other section of this Agreement, such payments may only be made in a manner permitted by Section 409A and the Company shall use its best efforts to comply with the guidance of the Internal Revenue Service to ensure compliance, and in the event of non-compliance, limit penalties incurred.

8. Non-Disclosure, Non-Solicitation and Related Obligations.

(a) Executive Acknowledgements. The Executive acknowledges (i) that during the Term and as a part of the Executive’s employment hereunder, the Executive shall be afforded access to Confidential Information (as hereinafter defined), (ii) that public disclosure or utilization of such Confidential Information in violation of this Agreement could have a material and adverse impact on the Company and its business and (iii) that, accordingly, the non-disclosure provisions of this Agreement are reasonable and necessary to prevent the improper use or disclosure of Confidential Information. The Executive further acknowledges (w) that the Company’s business is national in scope and its restaurants are marketed throughout the United States, (x) that the Company and its services compete with other businesses and restaurants located throughout the United States, (y) that the Company provides resources and training to the Company’s employees (including the Executive) related to the Company’s services and processes that are available only to the Company’s employees and cannot be acquired outside of the Company and (z) that, accordingly, the non-solicitation and related restrictive provisions of this Agreement are reasonable and necessary to protect the Company’s goodwill with its customer base, its investment in its employees and its interests in its Confidential Information.

(b) Non-Disclosure Obligation. Without the prior written consent of the Company, except as may be required by applicable law, rule or regulation, or as disclosed in a judicial proceeding to the extent necessary to enforce Executive’s rights under this Agreement (or any other written agreement between the Company or any of its subsidiaries or affiliates and the Executive), the Executive will not, at any time, either during or after her employment with the Company or any of its affiliates, directly or indirectly, divulge or disclose to any person or entity, including, without limitation, any future employer, or use for the Executive’s own or others’ benefit or gain, any financial information, plans for expansion, prospects, customers, tenants, suppliers, clients, sources of leads, methods of doing business, intellectual property, plans, products, data, results of tests or any other trade secrets or confidential materials or like information of the Company or any of its affiliates, including, without limitation, any and all information and instructions, technical or otherwise, prepared or issued for the use of the Company or any of its affiliates (collectively, the “Confidential Information”), it being the intent of the Company, with which intent the Executive hereby agrees, to restrict the Executive from dissemination or using any like information that is not readily available to the general public.

Executive is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive is further notified that if Executive files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Executive may disclose the trade secrets to her attorney and use the trade secret information in the court proceeding if Executive: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

(c) Information is Property of the Company. All books, records, accounts, customer, client and other lists, customer and client street and e-mail addresses and information (whether in written form or stored in any computer medium) relating in any manner to the business, operations, or prospects of the Company or any of its affiliates, whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company upon the expiration of this Agreement or earlier termination of the Executive's employment with the Company, or at the Company's request at any time. Upon the expiration of this Agreement or earlier termination of the Executive's employment with the Company, the Executive shall immediately deliver to the Company all lists, books, records, schedules, data and other information (including all copies thereof) of every kind relating to or connected with the Company or any of its affiliates and its activities, business and customers. Any and all property furnished by the Company to Executive, including but not limited to laptops, tablets, smart phones, cellular telephones, keys, sales materials, samples, and the like shall remain the property of Company and shall also be immediately returned.

Executive understands and acknowledges that payments provided for in Section 7 will not be paid until Executive returns all of these items and otherwise complies with all of the obligations set forth in this Agreement.

(d) Covenant Not to Solicit. The Executive agrees that, during the Term and for a period of two (2) years after the termination of this Agreement, and the Executive's employment hereunder (such two (2) year period, the "Post-Employment Restricted Period"), the Executive shall not, directly or indirectly, for Executive's own account or as an agent, employee, officer, independent contractor, director, trustee, consultant or member, partner, shareholder or other equity holder of any corporation, firm, partnership or other entity, without the prior written consent of the Company, (i) interfere with or disrupt or diminish or attempt to interfere with or disrupt or diminish, or take any action that could reasonably be expected to interfere with or disrupt or diminish, any past, present or prospective relationship, contractual or otherwise, between the Company or any of its affiliates and any customer, supplier, vendor, joint venturer, licensor, consultant, employee or independent contractor of the Company or any of its affiliates, or (ii) contact or solicit any current, former or prospective clients or customers of the Company or any of its affiliates for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company or its affiliates.

(e) No Raiding. The Executive agrees that, during the Term and throughout the Post-Employment Restricted Period (as defined in Paragraph 8(d)), the Executive shall not, directly or indirectly, without the prior written consent of the Company, solicit, recruit, divert, employ or otherwise engage as an employee, independent contractor, consultant or advisor or attempt to solicit, recruit, divert, employ or otherwise engage as an employee, independent contractor, consultant or advisor, any person who is or was an employee, independent contractor, consultant or advisor of or to the Company or any of its affiliates at any time during the Executive's last twelve (12) months of employment with the Company, or in any manner induce or attempt to induce any person who is or was during the Executive's last twelve (12) months of employment with the Company an employee, independent contractor, consultant or advisor of or to the Company or any of its affiliates to terminate that person's relationship with the Company or any of its affiliates.

(f) Definition of Solicit. For purposes of this Section 8, "Solicit" shall include any solicitation, enticement, or encouragement whatsoever, regardless of which party initiated the initial contact, as well as any direct or indirect involvement in the recruitment, referral, interviewing, hiring, or setting of the initial terms and conditions of employment.

(g) Non-Disparagement. The Executive agrees that she will not, directly or indirectly, disparage the Company or any of its affiliates or disseminate, or cause or permit others to disseminate, negative statements regarding the Company or any employee, officer, director, agent, product or service of the Company. Notwithstanding the foregoing, the Executive is not barred or otherwise restricted from exercising any right of speech or expression protected by applicable law, rule or regulation. .

(h) Survival. The obligations contained in this Section 8 shall survive the termination of this Agreement and, as applicable, shall be fully enforceable thereafter in accordance with the terms hereof.

9. Enforcement and Remedies.

(a) Enforcement. It is the desire and intent of the Company and the Executive that the provisions of this Agreement be enforced to the fullest extent permissible under the laws, rules, regulations and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, although the Executive and the Company consider the provisions of this Agreement to be reasonable for the purpose of preserving and protecting the legitimate interests of the Company, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. Additionally, it is expressly understood and agreed that, although the Company and the Executive consider the provisions contained in this Agreement to be reasonable, if a final determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement, including, without limitation, in Section 8, is unenforceable against the Executive, the provisions of this Agreement shall be deemed amended to apply as to such maximum time and

territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. The covenants set forth in Section 8 of this Agreement shall be deemed independent of each other and shall be enforceable notwithstanding the existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise. The exercise of any claim or cause of action that Executive may have against the Company shall not constitute a defense to the enforcement of any covenant in this Agreement.

Remedies. The Company and the Executive acknowledge that the Company's damages at law would be an inadequate remedy for the breach or threatened breach by the Executive of any provision of Section 8. Accordingly, the Company and the Executive agree, in the event of any such breach or threatened breach, that the Company shall be entitled to seek temporary and permanent injunctive or other equitable relief restraining the Executive from such breach or threatened breach, as the Company may deem appropriate, without the accounting of all earnings, profits, and other benefits arising from any such breach or threatened breach. Without regard to whether equitable relief is granted, Executive agrees that the Company is not prevented from seeking and being awarded damages for any breach of this Agreement, including but not limited to requiring Executive to account for and pay over to the Company all compensation, profits, earnings and other benefits derived from any such breach or threatened breach, as well as the termination of any installment payments provided for in Section 7 and the recovery of any such payments already made to Executive (less \$500.00). The rights of the Company under this paragraph shall be cumulative and in addition to any other rights or remedies available to the Company hereunder or at law or in equity.

(b) **Tolling.** Should legal proceedings be initiated by the Company to enforce the restrictive covenants contained in this Section 8, the commencement of the twenty-four (24) month restricted period will commence on the date of the entry of an order granting the Company injunctive, monetary or other relief from Executive's actual or threatened breach of this Agreement and will remain in effect for the next succeeding twenty-four (24) months. Executive acknowledges that the purpose and effect of this Section 8 would be frustrated by measuring the duration from the termination of this Agreement where Executive fails to honor her obligations until directed to do so by court order.

10. Indemnity. The Company shall, to the fullest extent permitted under the laws of the State of Delaware and the Company's bylaws, indemnify, defend (with counsel selected by the Company) and hold harmless the Executive from and against all liabilities, costs and expenses, including, but not limited to, amounts paid in satisfaction of judgments, in settlement or as fines or penalties, and counsel fees and disbursements, reasonably incurred by the Executive in connection with the defense or disposition of, or otherwise in connection with or resulting from, any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which the Executive may be or may have been involved as a party or otherwise or with which the Executive may be or may have been threatened, while in office or thereafter, by reason of the Executive's being an officer of the Company or by reason of any action taken or not taken in such capacity, except with respect to any matter as to which the Executive shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the Company. The Executive shall notify the Company in writing within ten days of any claim with respect to which indemnity may be sought hereunder. The Executive agrees to the control of the defense of such claim by the Company and to the Company's settlement of any such claim.

11. Miscellaneous.

(a) **Attorneys' Fees and Costs.** In any action relating to a breach of this Agreement, including but not limited to, the enforcement of any of the covenants found in Section 8 of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred at both the trial court and any appellate court levels.

(b) **Withholding.** The Company shall withhold such amounts from any compensation or other benefits payable to the Executive under this Agreement on account of payroll and other taxes as may be required by applicable law, rule or regulation.

(c) **Successors: Binding Agreement.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns and personal representatives. Notwithstanding, the Agreement requires the personal services of the Executive and cannot be assigned by the Executive.

(d) **Entire Agreement.** This Agreement contains the entire understanding between the Company and the Executive and supersedes any and all other oral and written agreements or understandings between them. This Agreement shall not be construed against any party by reason of the fact that the party may be responsible for the drafting of this Agreement or any provision hereof.

(e) **Controlling Law; Venue.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of law principles. Each the Company and the Executive unconditionally and irrevocably agrees that the exclusive forum and venue for any action, suit or proceeding shall be in Miami-Dade

County, Florida, and each consents to submit to the exclusive jurisdiction, including, without limitation, personal jurisdiction, and forum and venue of the Circuit Courts of the State of Florida or the United States District Court for the Southern District of Florida, in each case, located in Miami-Dade County, Florida.

(f) Notice. All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, or sent by nationally-recognized, overnight courier or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To the Company: Benihana Inc.
21500 Biscayne Blvd. Suite 900
Aventura, Florida 33180
Attention: General Counsel

To the Executive: Nicole Thaug
[the most recent address provided to the
Company for payroll tax reporting purposes]

or to such other address as either party may furnish to the other in writing in accordance herewith. All such notices and other communications shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by nationally-recognized, overnight courier, on the first business day immediately following dispatch and (iii) in the case of mailing, on the third business day following such mailing.

(g) Amendment and Waiver. No provision of this Agreement may be amended, modified or canceled unless such amendment, modification or cancellation is agreed to in a writing signed by the Executive and by a duly authorized officer of the Company, and no provision of this Agreement may be waived unless such waiver is set forth in a writing signed by the party to be charged.

(h) Survival of Rights and Obligations. The respective rights and obligations of the Executive and the Company set forth in this Agreement shall survive the expiration or earlier termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

(i) Validity. If any provision of this Agreement shall for any reason be finally held illegal, invalid or unenforceable by a court or agency of competent jurisdiction, such provision shall be modified by such court or the parties, as the case may be, so as to cause such provision to be legal, valid and enforceable to the maximum extent permitted by law (and to the extent modified, it shall be modified so as to reflect, to the extent possible, the intent of the parties) and shall in no way affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and this Agreement shall be interpreted as if such illegal, invalid or unenforceable provision was not contained in this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(k) Headings. All section and paragraph headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(l) Waiver of Jury Trial. The parties knowingly, voluntarily, and intentionally waive the right either of them may have to trial by jury with respect to any claim between them involving this Agreement, or any claim between them arising out of or relating to Employee's employment with the Company.

The parties hereto have duly executed this Agreement as of the date and year first above written.

BENIHANA INC.,
a Delaware corporation

By: /s/ Cristina L. Mendoza

Name: CRISTINA L. MENDOZA

Title: Secretary

/s/ Nicole Thaung

NICOLE THAUNG

Form of Profits Interest Unit Agreement

CERTIFICATIONS UNDER SECTION 302

I, Emanuel Hilario, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The ONE Group Hospitality, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

/s/ Emanuel Hilario

Emanuel Hilario

Title: Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS UNDER SECTION 302

I, Nicole Thaug, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The ONE Group Hospitality, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

/s/ Nicole Thaug

Nicole Thaug

Title: Chief Financial Officer
(Principal Financial Officer)

CERTIFICATIONS UNDER SECTION 906

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of The ONE Group Hospitality, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Quarterly Report for the three periods ended September 28, 2025 (the “Form 10-Q”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2025

/s/ Emanuel Hilario
Emanuel Hilario
Title: Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS UNDER SECTION 906

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of The ONE Group Hospitality, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Quarterly Report for the three periods ended September 28, 2025 (the “Form 10-Q”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2025

/s/ Nicole Thaung
Nicole Thaung
Title: Chief Financial Officer
(Principal Financial Officer)
