

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**1957 & Co. (Hospitality) Limited**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 8495)**

**(1) DISCLOSEABLE TRANSACTION — DISPOSAL OF ASSETS  
AND  
(2) BUSINESS UPDATE**

**DISPOSAL OF THE RESTAURANT BUSINESS UNDER THE AKANOSHOU  
BRAND IN CAUSEWAY BAY**

On 3 July 2025, the Vendor, an indirectly wholly-owned subsidiary of the Company, entered into the Business Transfer Agreement with the Purchaser, pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Assets for a consideration of HK\$5.6 million.

Upon completion of the Disposal, the Group will cease its restaurant business under the Akanoshou brand.

**IMPLICATIONS UNDER THE GEM LISTING RULES**

As the applicable percentage ratio (as defined in the GEM Listing Rules) in respect of the transaction contemplated under the Business Transfer Agreement exceeds 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is accordingly subject to the reporting and announcement requirements but exempt from shareholders' approval requirement.

**BUSINESS UPDATE**

The Group also wishes to inform the Shareholders and its potential investors that after the Disposal of the Akanoshou Business, the Group will continue to operate eleven restaurants in Hong Kong, comprising seven restaurants under our own brands, namely An Nam, Modern Shanghai, and Modern Shanghai Imperial, and four restaurants operated under franchise or sub-license arrangements, namely Mango Tree, Gonpachi, and Paper Moon.

## **DISPOSAL OF THE RESTAURANT BUSINESS UNDER THE AKANOSHOU BRAND IN CAUSEWAY BAY**

The Board is pleased to announce that on 3 July 2025, the Vendor, an indirectly wholly-owned subsidiary of the Company, entered into the Business Transfer Agreement with the Purchaser, pursuant to which the Vendor agreed to sell and the Purchaser agreed to purchase the Assets for a consideration of HK\$5.6 million.

Upon completion of the Disposal, the Group will cease its restaurant business under the Akanoshou brand.

### **THE BUSINESS TRANSFER AGREEMENT**

The principal terms of the Business Transfer Agreement are set out below:

Date: 3 July 2025

Vendor: Sushi Ta-ke Limited

Purchaser: TOWNFIELD LIMITED

Assets to be disposed of: The assets to be disposed of comprise:

- (1) all stocks of raw materials, packing materials, components, work-in-progress, semi-finished or finished goods and general stores (including spare parts) relating to the Akanoshou Business as at the close of business on 3 July 2025;
- (2) all deposits, book, trade and other debts relating to the Akanoshou Business owing to the Vendor as at the close of business on 3 July 2025;
- (3) all other property, rights and assets as at the close of business on 3 July 2025 which relate to or are used in connection with the Akanoshou Business, excluding all customer data and membership records maintained by the Vendor or the Group; and
- (4) all digital assets, social media accounts and online platform accounts used in connection with the Akanoshou Business as at the close of business on 3 July 2025.

Tenancy:	<p>Pursuant to a novation agreement to be entered into among the Vendor, the Purchaser, and the Landlord, the Vendor's rights, obligations, and liabilities under the existing tenancy agreement in respect of the Premises shall be novated to, and assumed by, the Purchaser with effect from the Completion Date. Upon such novation taking effect, the Vendor shall be released from all further obligations and liabilities under the existing tenancy agreement, and the Purchaser shall become the tenant of the Premises in place of the Vendor.</p> <p>The rental deposit in the sum of approximately HK\$1.1 million previously paid by the Vendor and held by the Landlord shall not be refunded to the Vendor, but shall instead be retained by the Landlord and treated as the rental deposit paid by the Purchaser under the novated tenancy agreement. The consideration payable by the Purchaser to the Vendor under this transaction includes the amount representing the said rental deposit.</p>
Consideration:	<p>HK\$5.6 million, which is subject to adjustment based on the Completion Accounts to be prepared as at the Completion Date.</p>
Payment terms:	<p>The Consideration shall be paid in the following manner:</p> <ol style="list-style-type: none"> <li data-bbox="598 1112 1441 1219">(1) a sum of HK\$3 million has been paid by the Purchaser to the Vendor on or before the date of signing the Business Transfer Agreement; and</li> <li data-bbox="598 1257 1441 1400">(2) the balance of HK\$2.6 million (subject to adjustment based on the Completion Accounts) shall be paid to the Vendor upon Completion on or before 31 December 2025, whichever is earlier.</li> </ol>
Basis of determining the Consideration:	<p>The consideration under the Business Transfer Agreement was determined after arm's length negotiations and between the Group and the Purchaser primarily with reference to the net book value of the Assets as at 30 April 2025, before accounting for the impairment of property, plant and equipment and right-of-use assets relating to the Assets.</p>

Conditions:

The Completion is conditional upon the satisfaction of the following conditions being satisfied or waived in accordance with the Business Transfer Agreement by the Purchaser on or before the Long Stop Date:

- (1) the transfer of the liquor licence from the representative of the Vendor to the Purchaser (or its nominee) having been completed, with the Purchaser having received written confirmation of such transfer from the Liquor Licensing Board;
- (2) the transfer of the Restaurant Licence from the Vendor to the Purchaser (or its nominee) having been completed, with the Purchaser having received written confirmation of such transfer from the director of Food and Environmental Hygiene;
- (3) all other licences, permits and regulatory approvals necessary for the operation of the Akanoshou Business having been transferred to or obtained by the Purchaser (or its nominee);
- (4) the written consent of the Landlord of the Premises to the novation of the Lease to the Purchaser (or its nominee) having been obtained on terms identical in all respects to the existing Lease;
- (5) the Board of the Vendor having passed all necessary resolutions authorising the execution of the Business Transfer Agreement and completion of the transactions contemplated therein;
- (6) if required under the GEM Listing Rules, the Company having obtained shareholders' approval or independent shareholders' approval (as applicable), and having complied with all applicable disclosure and announcement requirements under the GEM Listing Rules;
- (7) the Purchaser having completed legal, financial and commercial due diligence on the Akanoshou Business to its reasonable satisfaction;
- (8) no Material Adverse Change having occurred in respect of the Akanoshou Business since the date of the Business Transfer Agreement;

- (9) the expiry of the one-month notice period required under the Transfer of Businesses (Protection of Creditors) Ordinance without any valid creditor claims having been received;
- (10) the Akanoshou Business being in compliance with all applicable laws and regulations; and
- (11) no material litigation, arbitration or regulatory proceedings being pending or threatened against the Akanoshou Business.

Except for condition (1), the Purchaser may at its sole discretion waive (in whole or in part) any of the other conditions by notice in writing to the Vendor.

Completion:	The sale and purchase of the Assets is expected to be completed on the Completion Date.
Long Stop Date:	31 December 2025, or another date as agreed by the Vendor and the Purchaser in writing
Others:	<ul style="list-style-type: none"><li>(1) From the Economic Transfer Date until the Effective Date, the Purchaser shall enjoy the economic benefit and operational management of the Akanoshou Business and shall retain all revenues and receipts therefrom, while the Vendor retains regulatory oversight and licensing responsibilities.</li><li>(2) From the Effective Date until Completion, the Purchaser shall operate the Akanoshou Business under the transferred Restaurant Licence while the Vendor shall hold remaining Assets in trust for the Purchaser and shall account accordingly.</li></ul>

### **Further Information About the Assets**

The net book value of the Assets as at 30 April 2025, before accounting for the impairment of property, plant and equipment and right-of-use assets relating to the Assets, was approximately HK\$5.2 million, based on the unaudited management accounts of the Vendor.

The net loss attributable to the Assets (represented by the net loss attributable to the Akanoshou Business for illustrative purpose) was approximately HK\$5.3 million for the year ended 31 December 2024, including an impairment loss provision of approximately HK\$2.1 million in respect of property, plant and equipment.

## **INFORMATION OF THE GROUP AND THE VENDOR**

The Company is an investment holding company and its subsidiaries are principally engaged in operation of restaurants and catering management and consultancy services. The Vendor is an indirectly wholly-owned subsidiary of the Company and is principally engaged in the operation of restaurant.

## **INFORMATION OF THE PURCHASER**

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, the Purchaser is an investment holding company, and the Purchaser and its ultimate beneficial owner are Independent Third Parties.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

For the year ended 31 December 2024, the Akanoshou Business generated approximately HK\$14.2 million of revenue (audited), representing approximately 3% of the Group's total revenue. However, it recorded a net loss of approximately HK\$5.3 million, primarily due to: (i) declining revenue and (ii) an impairment loss provision of approximately HK\$2.1 million for property, plant and equipment. Given the declining operational and financial performance of the Akanoshou Business, the Directors are of the view that the Akanoshou Business would not be able to generate a positive operating profit if the Group continues to operate it under the current business environment. Instead of incurring further operating expenses and other related costs (such as renovation or reinstatement costs), the Disposal will enable the Company to realise its assets and to use the proceeds for developing its existing business.

Based on the above, the Directors are of the view that the terms of the Disposal are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **FINANCIAL EFFECT OF THE DISPOSAL**

For illustrative purposes only, based on (i) the net book value of the Assets as at 30 April 2025 before and after accounting for impairment of property, plant and equipment and right-of-use assets of HK\$5.2 million and HK\$2.1 million, respectively, as shown in the unaudited management accounts of the Vendor; and (ii) the consideration of HK\$5.6 million, it is estimated that the Group will record a profit of approximately HK\$3.5 million from the Disposal, calculated based on the net book value of the Assets after accounting for the impairment of property, plant and equipment and right-of-use assets.

The actual gain will be determined based on the actual consideration received by the Group upon completion of the Disposal, and may be different from the above estimation; and such gain is subject to final audit to be performed by the Company's auditors.

## **USE OF PROCEEDS FROM THE DISPOSAL**

The net proceeds from the Disposal will be used as the Group's general working capital.

## IMPLICATIONS UNDER THE GEM LISTING RULES

As the applicable percentage ratio (as defined in the GEM Listing Rules) in respect of the transaction contemplated under the Business Transfer Agreement exceeds 5% but less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is accordingly subject to the reporting and announcement requirements but exempt from shareholders' approval requirement.

## BUSINESS UPDATE

The Group also wishes to inform the Shareholders and its potential investors that after the Disposal of the Akanoshou Business, the Group will continue to operate eleven restaurants in Hong Kong, comprising seven restaurants under our own brands, namely An Nam, Modern Shanghai, and Modern Shanghai Imperial, and four restaurants operated under franchise or sub-license arrangements, namely Mango Tree, Gonpachi and Paper Moon.

The Group has decided to reduce the numbers of wholly-owned restaurants and focused more on offering catering management and franchise services. The Group will continue to closely monitor the performances of each restaurant, formulate appropriate business strategies, and strive to strike a balance between improving the financial performance and providing customers with quality dining experiences at reasonable prices.

## DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context requires otherwise:

“Accounting Date”	31 December 2024
“Akanoshou Business”	the Japanese cuisine restaurant business operating under the trade names “AKANOSHOU” or “赤の匠”, currently carried on by the Vendor at the Premises under the Group’s “Akanoshou” brand
“Assets”	comprise the following:  <ol style="list-style-type: none"><li>(1) all stocks of raw materials, packing materials, components, work-in-progress, semi-finished or finished goods and general stores (including spare parts) relating to the Akanoshou Business as at the close of business on 3 July 2025;</li><li>(2) all deposits, book, trade and other debts relating to the Akanoshou Business owing to the Vendor as at the close of business on 3 July 2025;</li></ol>

- (3) all other property, rights and assets as at the close of business on 3 July 2025 which relate to or are used in connection with the Akanoshou Business, excluding all customer data and membership records maintained by the Vendor or the Group; and
- (4) all digital assets, social media accounts and online platform accounts used in connection with the Akanoshou Business as at the close of business on 3 July 2025.

“associate(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Board”	the board of Directors
“Business Day(s)”	any day(s) (not being a Saturday, Sunday, public holiday or any day on which tropical cyclone warning signal No. 8 or above or black rainstorm warning is in force in Hong Kong at any time from 9:00 a.m. to 5:30 p.m.) on which banks are open in Hong Kong to the general public for business
“Business Transfer Agreement”	the business transfer agreement dated 3 July 2025 and entered into between the Purchaser and the Vendor in respect of the Disposal
“Company”	1957 & Co. (Hospitality) Limited, an exempted company incorporated in Cayman Islands with limited liability, the shares of which are listed on GEM (stock code: 8495)
“Completion”	completion of the sale and purchase of the Akanoshou Business
“Completion Accounts”	the management accounts of the Company comprising the unaudited profit and loss account and balance sheet of the Company for the period immediately after the Accounting Date up to and inclusive of the Economic Transfer Date
“Completion Date”	the date on which the Completion takes place, which shall be a date falling within five (5) Business Days after the date on which all conditions set out in Business Transfer Agreement have been satisfied or (where permitted) waived, or such other date as the Vendor and the Purchaser may agree in writing
“Connected Persons”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Assets by the Vendor pursuant to the Business Transfer Agreement



“Economic Transfer Date”	3 July 2025, being the date from which the Purchaser shall assume the economic interests (including both benefits and burdens) of the Akanoshou Business while the Vendor retains regulatory oversight until the Effective Date
“Effective Date”	the date on which the Restaurant Licence in respect of the Premises is successfully transferred from the Vendor to the Purchaser (or its nominee), and the Purchaser (or its nominee) is thereby lawfully entitled to operate the Akanoshou Business at the Premises, such date to be notified in writing by the Purchaser to the Vendor
“GEM”	GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) independent of and not connected with the Company and its connected persons and is not acting in concert (as defined in the Codes on Takeovers and Mergers and Share Buy-backs) with any of the connected persons of the Company or any of their respective associates
“Landlord”	SMART CHARM HOLDINGS LIMITED 飛宇控股有限公司, a company incorporated in Hong Kong with limited liability
“Lease”	the lease agreement dated 12 October 2022 entered into between the Vendor (as tenant) and the Landlord (as landlord) in respect of the Premises, together with any side letters, licences, renewals, variations or supplemental agreements relating thereto, and having a term from 1 December 2022 to 30 November 2026
“Long Stop Date”	31 December 2025, or another date as agreed by the Vendor and the Purchaser in writing
“Material Adverse Change”	any change including without limitation any ongoing, pending or threatened legal proceedings or any applicable laws in the region or sector, which, individually or in the aggregate, has a material and adverse effect in the financial or trading position, results of operations, profitability, equity and business of the Akanoshou Business
“PRC”	the People’s Republic of China

“Premises”	6th Floor, HDH Centre, No. 8 Pennington Street, Causeway Bay, Hong Kong
“Purchaser”	TOWNFIELD LIMITED, a company incorporated in the Republic of the Marshall Islands with limited liability
“Restaurant Licence”	the general restaurant licence at the Premises licensed to the Vendor
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	Sushi Ta-ke Limited, a company incorporated in Hong Kong with limited liability and an indirectly wholly-owned subsidiary of the Company
“%”	per cent

By order of the Board  
**1957 & Co. (Hospitality) Limited**  
**Lau Ming Fai**  
*Deputy Chief Executive Officer and Executive Director*

Hong Kong, 3 July 2025

*As of the date of this announcement, the executive Directors are Mr. Wong Chi Wing Kinson, Mr. Lau Ming Fai, Ms. Tsui Ngan Fun and Ms. Lin Huiqin; the non-executive Director is Mr. Chan Wai Fung; and the independent non-executive Directors are Mr. Yim Hong Cheuk Foster, Mr. Huen, Felix Ting Cheung and Ms. Lung Pui Ying Amy.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) for at least 7 days from the date of publication and on the website of the Company at [www.1957.com.hk](http://www.1957.com.hk).*