
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of November 2024

Commission File Number: 001-41675

GOLDEN HEAVEN GROUP HOLDINGS LTD.

No. 8 Banhouhaichuan Rd
Xiqin Town, Yanping District
Nanping City, Fujian Province, China 353001
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F

Form 40-F

Entry into Long-term Lease Agreements

On November 12, 2024, Tongling Jinsheng Amusement Investment Co., Ltd., an operating entity of Golden Heaven Group Holdings Ltd. (the “Company”), entered into a lease agreement with Fuzhou Yibang Amusement Park Co., LTD (“Fuzhou Yibang”) to lease the entirety of Tongling West Lake Amusement World, one of the Company’s amusement parks, to Fuzhou Yibang for a term of 10 years. The annual rent is set at RMB30 million, to be paid quarterly, and will increase by 2% annually beginning the second year of the lease terms and for each year thereafter.

On November 12, 2024, Yueyang Jinsheng Amusement Development Co., Ltd., an operating entity of the Company, entered into a lease agreement with Fuzhou Yibang to lease the entirety of Yueyang Amusement World, one of the Company’s amusement parks (together with Tongling West Lake Amusement World, the “Parks”), to Fuzhou Yibang for a term of 10 years. The annual rent is set at RMB20 million, to be paid quarterly, and will increase by 2% annually beginning the second year of the lease term and for each year thereafter.

Fuzhou Yibang has undertaken to use the Parks only for legal amusement business activities and not to change the use of the Parks. The Company believes that by leasing of the Parks, it can reduce operational costs and risks, improve asset utilization, and enhance the stability of cash flows, creating favorable conditions for sustainable development.

The foregoing descriptions of the lease agreements for the Parks do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are attached herewith as Exhibits 99.1 and 99.2.

Forward-Looking Statements

This Form 6-K contains forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties and are based on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. Investors can find many (but not all) of these statements by the use of words such as “approximates,” “believes,” “hopes,” “expects,” “anticipates,” “estimates,” “projects,” “intends,” “plans,” “will,” “would,” “should,” “could,” “may,” or other similar expressions. We undertake no obligation to update or revise publicly any forward-looking statements to reflect subsequent occurring events or circumstances, or changes in our expectations, except as may be required by law. Although we believe that the expectations expressed in these forward-looking statements are reasonable, we cannot assure you that such expectations will turn out to be correct, and we caution investors that actual results may differ materially from the anticipated results and encourage investors to review other factors that may affect our future results in our registration statement and other filings with the United States Securities and Exchange Commission.

EXHIBIT INDEX

Exhibit No.	Description
99.1	English translation of Tongling West Lake Amusement World Site Lease Agreement
99.2	English translation of Yueyang Amusement World Site Lease Agreement

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.

Date: November 13, 2024

Golden Heaven Group Holdings Ltd.

By: /s/ Jin Xu

Name: Jin Xu

Title: Chief Executive Officer and
Chairman of the Board of Directors
(Principal Executive Officer)

Site Lease Agreement

Party A (Lessor): Tongling Jinsheng Amusement Investment Co., LTD

Party B (Lessee): Fuzhou Yibang Amusement Park Co., LTD

Considering that Party A owns an amusement park located in No. 1958 Xihu Avenue, Tongguan District, Tongling City, Anhui Province (hereinafter referred to as the "Amusement Park"), both parties, on the basis of equality, voluntariness, fairness, and good faith, have fully negotiated and agreed to lease it to Party B for the operation of amusement projects. In accordance with the Contract Law of the People's Republic of China and relevant laws and regulations, both parties have reached the following agreement:

1. Leased property and scope

1.1. Party A agrees to lease the entire amusement park located in No. 1958 Xihu Avenue, Tongguan District, Tongling City, Anhui Province, including but not limited to the amusement park site, all the existing facilities, equipment, buildings, parking lots and supporting facilities (hereinafter referred to as the "leased property", see the List for details), to Party B.

1.2. Party B undertakes to use the leased property only for legal amusement business activities, including but not limited to the operation of amusement facilities, catering, retail, etc., and shall not change the purpose of the leased property or sublet it to a third party without authorization.

1.3 Party A agrees to sublease the signed third-party lease rights to Party B.

1.4 The remaining funds and corresponding obligations of the prepaid card shall be handled through negotiation between Party A and Party B.

2. Lease term

2.1. The lease term is from November 12, 2024 to November 11, 2034, totaling 10 years.

2.2. Upon expiration of the lease term, Party B shall unconditionally return the leased property to Party A, and the leased property shall be in good condition for use, except for damage caused by natural loss or force majeure factors.

3. Rental and payment method

- 3.1. The rental standard is RMB 30 million yuan (in words: Thirty Million Yuan), to be paid quarterly.
- 3.2. Party B shall pay the quarterly rental to the account designated by Party A within the first ten working days of the first month of each quarter.
- 3.3. The rental will increase by 2% annually from the second year onwards.
- 3.4. If Party B fails to pay the rental on time, Party B shall pay a late fee of 0.05% of the overdue amount to Party A for each day of delay.

4. Daily maintenance and responsibility

- 4.1. Party B shall be responsible for the daily maintenance, cleaning, greening and safety management of the amusement park, to ensure that the leased property is in good use condition and meets the safe operation standards.
- 4.2. Party B shall regularly inspect the leased property, promptly identify and address potential safety hazards to ensure the safety of tourists.
- 4.3. Party B shall establish a comprehensive emergency plan, including but not limited to fires, earthquakes, sudden illness of tourists, etc., to ensure quick response in emergency situations and the safety of tourists.

5. Equipment replacement and annual inspection

- 5.1. If the facilities and equipment in the amusement park suffer from natural loss or need to be replaced after reaching their service life, Party A shall be responsible for the replacement, and bear the related expenses.
- 5.2. Party B shall notify Party A in advance of the specific requirements for the annual inspection or the replacement of the equipment, and shall cooperate with Party A to complete the relevant work.
- 5.3. Party A shall be responsible for the legal annual inspection of the facilities and equipment in the amusement park, and Party B shall provide necessary assistance.

6. Liability for equipment damage

6.1. If the facilities and equipment in the lease property are damaged due to human factors caused by Party B or its customers, Party B shall be responsible for repairing or compensation.

6.2. The damage caused by force majeure or natural reasons shall be settled by both parties through consultation based on the actual situation, and a third party may be hired for evaluation if necessary.

7. Liability for breach of agreement

7.1. Either party who violates the provisions of this agreement shall pay a penalty of 10% of the rental of current year to the other party, which shall not affect the right of the non breaching party to demand that the breaching party continue to perform the agreement or terminate this agreement.

7.2. If the breach of contract causes losses to the other party, the breaching party shall also compensate the other party for all direct and indirect losses suffered as a result, including but not limited to attorneys fees, legal costs, etc.

8. Dispute resolution

8.1. Any dispute arising during the execution of this agreement shall be settled by both parties through friendly negotiation; if no agreement can be reached through negotiation, either party may file a lawsuit to the people's court where Party A is located.

9. other

9.1. For any matters not covered herein, both parties may sign a supplementary agreement separately, which shall have the same legal effect as this Agreement.

9.2. This Agreement is made in duplicate, with each party holding one copy and has equal legal effect.

9.3. This Agreement shall come into effect upon being sealed by both parties.

Party A (seal):

Party B (seal):

Tongling Jinsheng Amusement Investment Co., Ltd

Fuzhou Yibang Amusement Park Co., LTD

Date: _____

Date: _____

Site Lease Agreement

Party A (Lessor): Yueyang Jinsheng Amusement Development Co., Ltd

Party B (Lessee): Fuzhou Yibang Amusement Park Co., LTD

Considering that Party A owns an amusement park located in Three kilometers away from Tourist Road, Liulinzhou Town, Junshan District, Yueyang City, Hunan Province (hereinafter referred to as the "Amusement Park"), both parties, on the basis of equality, voluntariness, fairness, and good faith, have fully negotiated and agreed to lease it to Party B for the operation of amusement projects. In accordance with the Contract Law of the People's Republic of China and relevant laws and regulations, both parties have reached the following agreement:

1. Leased property and scope

1.1. Party A agrees to lease the entire amusement park located in Three kilometers away from Tourist Road, Liulinzhou Town, Junshan District, Yueyang City, Hunan Province, including but not limited to the amusement park site, all the existing facilities, equipment, buildings, parking lots and supporting facilities (hereinafter referred to as the "leased property", see the List for details), to Party B.

1.2. Party B undertakes to use the leased property only for legal amusement business activities, including but not limited to the operation of amusement facilities, catering, retail, etc., and shall not change the purpose of the leased property or sublet it to a third party without authorization.

1.3 Party A agrees to sublease the signed third-party lease rights to Party B.

1.4 The remaining funds and corresponding obligations of the prepaid card shall be handled through negotiation between Party A and Party B.

2. Lease term

2.1. The lease term is from November 12, 2024 to November 11, 2034, totaling 10 years.

2.2. Upon expiration of the lease term, Party B shall unconditionally return the leased property to Party A, and the leased property shall be in good condition for use, except for damage caused by natural loss or force majeure factors.

3. Rental and payment method

3.1. The rental standard is RMB 20million yuan, to be paid quarterly.

3.2. Party B shall pay the quarterly rental to the account designated by Party A within the first ten working days of the first month of each quarter.

3.3. The rental will increase by 2% annually from the second year onwards.

3.4. If Party B fails to pay the rental on time, Party B shall pay a late fee of 0.05% of the overdue amount to Party A for each day of delay.

3.5 As the request of Party B, Party A will carry out maintenance and repairs on the amusement park for three months from the date of signing this contract. At that time, the amusement park will be temporarily closed, and Party A will exempt Party B from the corresponding rent during this period.

4. Daily maintenance and responsibility

4.1. Party B shall be responsible for the daily maintenance, cleaning, greening and safety management of the amusement park, to ensure that the leased property is in good use condition and meets the safe operation standards.

4.2. Party B shall regularly inspect the leased property, promptly identify and address potential safety hazards to ensure the safety of tourists.

4.3. Party B shall establish a comprehensive emergency plan, including but not limited to fires, earthquakes, sudden illness of tourists, etc., to ensure quick response in emergency situations and the safety of tourists.

5. Equipment replacement and annual inspection

5.1. If the facilities and equipment in the amusement park suffer from natural loss or need to be replaced after reaching their service life, Party A shall be responsible for the replacement, and bear the related expenses.

5.2. Party B shall notify Party A in advance of the specific requirements for the annual inspection or the replacement of the equipment, and shall cooperate with Party A to complete the relevant work.

5.3. Party A shall be responsible for the legal annual inspection of the facilities and equipment in the amusement park, and Party B shall provide necessary assistance.

6. Liability for equipment damage

6.1. If the facilities and equipment in the lease property are damaged due to human factors caused by Party B or its customers, Party B shall be responsible for repairing or compensation.

6.2. The damage caused by force majeure or natural reasons shall be settled by both parties through consultation based on the actual situation, and a third party may be hired for evaluation if necessary.

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7.1. Either party who violates the provisions of this agreement shall pay a penalty of 10% of the rental of current year to the other party, which shall not affect the right of the non breaching party to demand that the breaching party continue to perform the agreement or terminate this agreement.

7.2. If the breach of contract causes losses to the other party, the breaching party shall also compensate the other party for all direct and indirect losses suffered as a result, including but not limited to attorneys fees, legal costs, etc.

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8.1. Any dispute arising during the execution of this agreement shall be settled by both parties through friendly negotiation; if no agreement can be reached through negotiation, either party may file a lawsuit to the people's court where Party A is located.

9. other

9.1. For any matters not covered herein, both parties may sign a supplementary agreement separately, which shall have the same legal effect as this Agreement.

9.2. This Agreement is made in duplicate, with each party holding one copy and has equal legal effect.

9.3. This Agreement shall come into effect upon being sealed by both parties.

Party A (seal):

Party B (seal):

Yueyang Jinsheng Amusement Development Co., Ltd

Fuzhou Yibang Amusement Park Co., LTD

Date: _____

Date: _____