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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 October 2023

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

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### **Entry into Construction Contracts**

In the end of September, 2023, Nanping Golden Heaven Amusement Park Management Co., Ltd. (“Nanping Golden Heaven”) entered into three construction contracts with Fujian Xinchang Construction Engineering Co., Ltd. for the purposes of establishing three new amusement parks in the south of China (collectively, the “New Amusement Parks”).

The first new amusement park, with the proposed name of “Yangming Lake Glacier Tribe Amusement Park,” will be located in Changde city, Hunan province, China. An estimated RMB180 million will be invested in the project, with completion expected by September 2024.

The second new amusement park, with the proposed name of “Seven Rainbow Park,” will be located in Anshun city, Guizhou province, China. An estimated RMB140 million will be invested in the project, with completion expected by March 2025.

The third new amusement park, with the proposed name of “Linli Jinzheng Amusement Park,” will be located in Changde city, Hunan province, China. An estimated RMB270 million will be invested in the project, with completion expected by March 2025.

The foregoing description of the contracts for the New Amusement Parks does not purport to be complete and is qualified in its entirety by reference to the full text of such contracts, copies of which are attached herewith as Exhibits 99.1, 99.2 and 99.3.

### **Entry into Long-term Lease Agreements**

In connection with the above-mentioned construction contracts for the New Amusement Parks, Nanping Golden Heaven entered into three land lease agreements (collectively, the “Land Lease Agreements”), which provide for, among other things, the access and use of land for the New Amusement Parks.

The property for the Yangming Lake Glacier Tribe Amusement Park project is approximately 20,000 square meters. The term of the lease extends until September 30, 2033, with the right of first refusal to renew the lease, and the annual rent is set at RMB1.5 million. The lessor is Hunan Binghebuluo Technology Development Co., Ltd.

The property for the Seven Rainbow Park project is approximately 15,333 square meters. The term of the lease extends until September 26, 2033, with the right of first refusal to renew the lease, and the annual rent is set at RMB690,000. The lessor is Guizhou Anshun Qicaihong Amusement Co., Ltd.

The property for the Linli Jinzheng Amusement Park project is approximately 30,000 square meters. The term of the lease extends until September 30, 2033, with the right of first refusal to renew the lease, and the annual rent is set at RMB1.35 million. The lessor is Henan Tejia Amusement Equipment Co., Ltd.

The foregoing description of the Land Lease Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, copies of which are attached hereto as Exhibits 99.4, 99.5 and 99.6. Golden Heaven Group Holdings Ltd. issued a press release on October 6, 2023, announcing the new amusement park projects. A copy of such press release is attached hereto as Exhibit 99.7.

### **Temporary Closure of Mangshi Jinsheng Amusement Park (the “Park”)**

The Park is one of our existing amusement parks. The Park has been temporarily closed since September 30, 2023. Such park closure is a strategic decision, in light of the new amusement park projects, to explore the future business development of the Park. The Park may be re-opened in the future with a new business model, once the detailed plans are finalized by our management.

EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
99.1	<a href="#">English translation of Yangming Lake Glacier Tribe Amusement Park Construction Contract</a>
99.2	<a href="#">English translation of Seven Rainbow Park Construction Contract</a>
99.3	<a href="#">English translation of Linli Jinzheng Amusement Park Construction Contract</a>
99.4	<a href="#">English translation of Yangming Lake Glacier Tribe Amusement Park Land Lease Agreement</a>
99.5	<a href="#">English translation of Seven Rainbow Park Land Lease Agreement</a>
99.6	<a href="#">English translation of Linli Jinzheng Amusement Park Land Lease Agreement</a>
99.7	<a href="#">Press release titled “Golden Heaven Group Holdings Ltd. Announces Strategic Partnership for the Construction of Three New Amusement Parks in Southern China”</a>

**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.

**Golden Heaven Group Holdings Ltd.**

Date: October 6, 2023

By: /s/ Qiong Jin

Name: Qiong Jin

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

**Construction Contract****Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.****Party B: Fujian Xinchang Construction Engineering Co., Ltd.**

In accordance with the Contract Law of the People's Republic of China and other relevant laws and administrative regulations, and in adherence to the principles of equality, voluntariness, fairness, and good faith, both parties hereby enter into this contract based on consultation and agreement on fundamental matters related to the construction project.

**I Project Description and Scope of Contract**

1, Project Overview: Civil Engineering and Procurement of Amusement Equipment on Behalf of Nanping Golden Heaven Amusement Park Management Co., Ltd.

Project Name: Glacier Tribe Amusement Park

Project Location: Yangming Lake Glacier Tribe Amusement Park in Changde City, Hunan Province

2, The provided scope of work and description below are for general reference only and should not be considered exhaustive or definitive. The contractor shall review drawings, geological survey data, and other documents to fully understand the actual scope of this project.

3, The scope of this project contract includes:

(1) Unless it is a project that Party A is responsible for or is specified in the contract to be completed by other contractors, Party B shall be responsible for all construction tasks of the entire project as per the drawings and contractual requirements. This includes the procurement, construction, protection, and maintenance of earthwork, materials, and equipment, whether they are of a permanent or temporary nature.

(2) The contracted construction project includes, but is not limited to, the following:

Excavation and measurement of earthwork according to the site plan provided by Party A, including earth and rock excavation, disposal (to locations designated by Party A), on-site allocation, and disposal of debris. Safety protection facilities for surrounding buildings and residents. Compilation and organization of project documentation. On-site safety and civilized construction. Coordination with surrounding residents, relevant government agencies, and administrative institutions to ensure project quality and progress. Construction in accordance with the provided excavation plan, to prevent under-excavation and over-excavation. Preparation of construction progress review plans based on construction progress and detailed labor and technical organization plans. Compliance with all content included in the earthwork excavation project documentation provided by Party A, including all relevant documents that are originally issued and subsequently provided.

4, Contracting Method: Lump-sum contract, including supply of materials, safety, quality, schedule, civilized on-site construction, procurement, installation, commissioning, and acceptance of designated amusement equipment.

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## **II Project Duration**

The project is scheduled for a duration of 12 months, commencing from October 1, 2023 to September 30, 2024. (This duration includes the time required for Party B's road and drainage facility construction). In cases of equal value and conditions, Party B shall be given priority for subsequent earthwork projects by Party A.

## **III Calculation**

- (1) The total contract amount includes all necessary fees required to complete this project, such as policy-related fees, construction technology measures fees, risk fees, insurance fees, including but not limited to fees for earth excavation, loading, leveling, cleaning, maintenance of on-site roads, emissions, construction machinery, labor, temporary road construction, various measures, groundwater reduction, drainage, and fees for waste disposal paid for the project. Additionally, all risks, responsibilities, and obligations are encompassed within the aforementioned unit prices. Any increases in construction costs incurred by Party B due to changes in on-site disposal locations requested by Party A, government administrative fee adjustments, increases in material and machinery costs, or other external factors are included in the above unit prices and shall not incur additional charges.
- (2) Party B's submission of the quotation materials signifies that Party B has a full understanding of the proposed construction site and its surrounding environment and conditions. Environmental protection measures during construction, as well as safety and protection costs both inside and outside the site area, are all taken into account in the unit prices.
- (3) Project settlement will be based on the actual excavation quantity. Party A will dispatch professional survey engineers and pre-settlement personnel to the site to measure and confirm the quantity of work. Party B must carry out construction according to the excavation plan approved by Party A and the instructions of Party A's on-site engineers. Work quantities that do not conform to Party A's confirmed quantities will not be calculated or settled. Party B must excavate to the elevations specified by Party A.

## **IV Payment Method and Settlement**

1, The total contract amount is RMB One Hundred and Eighty Million (RMB 180,000,000.00), inclusive of the jointly determined civil engineering work by both parties and the payment for amusement equipment procured by Party B on behalf of Party A. The final settlement will be carried out based on actual costs when the project is completed. Party A shall make payments as follows: RMB 90,000,000.00 before October 2023, cumulative payments of 70% of the contract amount before March 2024, and cumulative payments of 90% of the contract amount by Sept 2024 when the final completion settlement is conducted.

2, Upon completion of the project, settlement documentation will be provided as per Party A's request. (This documentation shall be bound in A4-sized booklets and include but not be limited to the following: construction contracts or agreements, itemized quotations, change orders, on-site permits and drawings, acceptance documentation for various materials and construction records, etc.)

3, Upon full completion of the project and during the settlement process, 90% of the total project cost will be paid, with the remaining 10% to be settled within one year after the project's completion.

#### **V Quality of Work and Acceptance**

1, Acceptance shall be conducted in accordance with the technical requirements specified in the drawings and the contract, and this project must meet the required standards.

2, Construction and acceptance for this project shall strictly adhere to the current national, industry, provincial, and municipal standards, specifications, or criteria, including but not limited to the "Quality Acceptance Specification for Earth and Stone Blasting Engineering Construction," "Construction Engineering Quality Inspection and Appraisal Standards," and "Quality Acceptance Specification for Construction of Building Foundations and Foundations."

#### **VI Responsibilities and Obligations of Both Parties**

##### **Party B's Responsibilities:**

1, Party B shall, prior to commencing work, submit a detailed construction organization design to the supervisory entity and Party A. Party B shall strictly adhere to the construction organization design approved by the supervisory entity and Party A when conducting the construction. Party B shall take full responsibility for the suitability, stability, and safety of all on-site operations and construction methods.

2, Party B shall meticulously organize the construction in accordance with the terms of the contract, as well as the requirements of the standards and designs. Party B shall complete the contract work on time and meet the quality standards specified in the contract. To achieve this, Party B shall provide all necessary supervision, labor, materials, equipment, construction machinery, and other items required.

3, Party B has the responsibility to review the contract documents or during the implementation of this contract. If any discrepancies, omissions, or defects are discovered in the engineering design drawings or other documents, Party B shall promptly notify the supervisory entity in writing. Otherwise, Party B, being an experienced party, shall be held responsible for any losses incurred from any errors that Party B should be able to identify but fails to identify in the project. After Party A makes the necessary corrections, Party B shall implement the corrective action plan accordingly.

4, Party B is not permitted to subcontract or subdivide the entire or any part of this contract without the prior approval of Party A. Otherwise, Party A may terminate this contract, and Party B shall be liable for all consequences.

5, During the construction process, Party B must take appropriate safety measures. Any personal injury or safety accidents that occur during the operation process shall be the sole responsibility of Party B, and Party A shall not be liable for any loss or compensation.

6, Party B shall submit all project completion documentation and drawings, including electronic files, in four copies upon project completion.

**Party A's Responsibilities:**

1, Party A or its appointed supervisory entity shall be responsible for on-site coordination and management, supervision of construction quality, handling of technical issues, and approval of engineering changes.

2, In accordance with the contract terms, Party A may issue requests for engineering changes or provide on-site authorizations as required.

3, Party A shall promptly process project settlements and make payments as stipulated in the contract.

4, Party A shall promptly organize the project's completion inspection, handle completion procedures, and coordinate with Party B.

5, Party A shall provide Party B with design and construction drawings, or any technical information, data, or drawings deemed necessary by the supervisory entity.

6, In the event of significant quality issues or if the progress does not meet the phased milestones required by Party A during the construction process, Party A shall notify Party B in writing within 5 days. If Party B fails to demonstrate noticeable improvements or implement measures to expedite progress, it shall be considered a breach of contract, and Party A shall have the right to unilaterally terminate this contract immediately.

7, In the event of Party B's breach of contract as per the terms of this contract, Party A reserves the right to seek contractual remedies for such breach. The penalty for such breach shall become effective upon Party A's and the supervisory entity's confirmation of the breach, provided that sufficient evidence exists.

8, Party A shall provide basic conditions for earth and stone excavation, such as access points for water and electricity.



## **VII Breach of Contract Liability**

1, During construction, Party B is not allowed to unilaterally change construction practices. If such changes are discovered, Party A may impose fines, and Party A has the right to terminate the contract. Any resulting losses shall be borne entirely by Party B.

2, Party B must comply with on-site instructions from Party A. If Party B fails to follow the instructions of Party A's project manager and this leads to an impact on project progress or quality, Party B shall be held responsible, and Party A reserves the right to terminate the contract.

3, Party B must ensure compliance with the project's quality and progress requirements. If Party B fails to meet the contract requirements or deviates from Party A's drawings in construction, Party A has the right to terminate the contract at any time, thereby ending the contractual relationship. Party B shall be responsible for any resulting losses.

4, Except in cases where both parties agree to terminate the contract through negotiation, any breach of contract or inability to fulfill the contract by either party shall result in the consequences of liability. The losses incurred shall be the responsibility of the party in breach.

**VIII** This contract shall come into effect after being signed and stamped by the authorized representatives of both Party A and Party B. It shall become invalid upon the completion of payment by Party A and the expiration of the contract warranty period.

**IX** Due to the close relationship between the installation of amusement equipment and the associated civil engineering work, and to ensure the smooth installation of amusement equipment, based on the good cooperation between Party A and Party B, Party A entrusts Party B with the procurement of amusement equipment related to the Yangming Lake Glacier Tribe Amusement Park. Party B shall enter into equipment procurement contracts with amusement equipment suppliers on behalf of Party A. The payment for the amusement equipment purchased by Party B on behalf of Party A shall be transferred from Party A to Party B's designated bank account and then forwarded by Party B to the respective amusement equipment procurement suppliers. As Party B is only acting as a procurement agent, ownership of the amusement equipment purchased by Party B on behalf of Party A shall belong to Party A and shall be considered to be Party A's fixed assets.

**X** Any matters not covered in this contract shall be resolved through mutual negotiation between Party A and Party B. This contract consists of 6 pages and is made in four identical counterparts, with each party holding two copies, all of which shall have the same legal effect.

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.  
Party A Representative:

Party B: Fujian Xinchang Construction Engineering Co., Ltd.  
Party B Representative:

Date: September 28, 2023

## Construction Contract

**Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.**

**Party B: Fujian Xinchang Construction Engineering Co., Ltd.**

In accordance with the Contract Law of the People's Republic of China and other relevant laws and administrative regulations, and in adherence to the principles of equality, voluntariness, fairness, and good faith, both parties hereby enter into this contract based on consultation and agreement on fundamental matters related to the construction project.

### **I Project Description and Scope of Contract**

1, Project Overview: Civil Engineering and Procurement of Amusement Equipment on Behalf of Nanping Golden Heaven Amusement Park Management Co., Ltd.

Project Name: Anshun Seven Rainbow Park

Project Location: Guizhou Anshun Seven Rainbow Park

2, The provided scope of work and description below are for general reference only and should not be considered exhaustive or definitive. The contractor shall review drawings, geological survey data, and other documents to fully understand the actual scope of this project.

3, The scope of this project contract includes:

(1) Unless it is a project that Party A is responsible for or is specified in the contract to be completed by other contractors, Party B shall be responsible for all construction tasks of the entire project as per the drawings and contractual requirements. This includes the procurement, construction, protection, and maintenance of earthwork, materials, and equipment, whether they are of a permanent or temporary nature.

(2) The contracted construction project includes, but is not limited to, the following:

Excavation and measurement of earthwork according to the site plan provided by Party A, including earth and rock excavation, disposal (to locations designated by Party A), on-site allocation, and disposal of debris. Safety protection facilities for surrounding buildings and residents. Compilation and organization of project documentation. On-site safety and civilized construction. Coordination with surrounding residents, relevant government agencies, and administrative institutions to ensure project quality and progress. Construction in accordance with the provided excavation plan, to prevent under-excavation and over-excavation. Preparation of construction progress review plans based on construction progress and detailed labor and technical organization plans. Compliance with all content included in the earthwork excavation project documentation provided by Party A, including all relevant documents that are originally issued and subsequently provided.

4, Contracting Method: Lump-sum contract, including supply of materials, safety, quality, schedule, civilized on-site construction, procurement, installation, commissioning, and acceptance of designated amusement equipment.

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## **II Project Duration**

The project is scheduled for a duration of 18 months, commencing from October 1, 2023 to March 31, 2025. (This duration includes the time required for Party B's road and drainage facility construction). In cases of equal value and conditions, Party B shall be given priority for subsequent earthwork projects by Party A.

## **III Calculation**

- (1) The total contract amount includes all necessary fees required to complete this project, such as policy-related fees, construction technology measures fees, risk fees, insurance fees, including but not limited to fees for earth excavation, loading, leveling, cleaning, maintenance of on-site roads, emissions, construction machinery, labor, temporary road construction, various measures, groundwater reduction, drainage, and fees for waste disposal paid for the project. Additionally, all risks, responsibilities, and obligations are encompassed within the aforementioned unit prices. Any increases in construction costs incurred by Party B due to changes in on-site disposal locations requested by Party A, government administrative fee adjustments, increases in material and machinery costs, or other external factors are included in the above unit prices and shall not incur additional charges.
- (2) Party B's submission of the quotation materials signifies that Party B has a full understanding of the proposed construction site and its surrounding environment and conditions. Environmental protection measures during construction, as well as safety and protection costs both inside and outside the site area, are all taken into account in the unit prices.
- (3) Project settlement will be based on the actual excavation quantity. Party A will dispatch professional survey engineers and pre-settlement personnel to the site to measure and confirm the quantity of work. Party B must carry out construction according to the excavation plan approved by Party A and the instructions of Party A's on-site engineers. Work quantities that do not conform to Party A's confirmed quantities will not be calculated or settled. Party B must excavate to the elevations specified by Party A.

## **IV Payment Method and Settlement**

1, The total contract amount is RMB One Hundred and Forty Million (RMB 140,000,000.00), inclusive of the jointly determined civil engineering work by both parties and the payment for amusement equipment procured by Party B on behalf of Party A. The final settlement will be carried out based on actual costs when the project is completed. Party A shall make payments as follows: RMB 70,000,000.00 before October 2023, cumulative payments of 70% of the contract amount before June 2024, and cumulative payments of 90% of the contract amount by March 2025 when the final completion settlement is conducted.

2, Upon completion of the project, settlement documentation will be provided as per Party A's request. (This documentation shall be bound in A4-sized booklets and include but not be limited to the following: construction contracts or agreements, itemized quotations, change orders, on-site permits and drawings, acceptance documentation for various materials and construction records, etc.)

3, Upon full completion of the project and during the settlement process, 90% of the total project cost will be paid, with the remaining 10% to be settled within one year after the project's completion.

#### **V Quality of Work and Acceptance**

1, Acceptance shall be conducted in accordance with the technical requirements specified in the drawings and the contract, and this project must meet the required standards.

2, Construction and acceptance for this project shall strictly adhere to the current national, industry, provincial, and municipal standards, specifications, or criteria, including but not limited to the "Quality Acceptance Specification for Earth and Stone Blasting Engineering Construction," "Construction Engineering Quality Inspection and Appraisal Standards," and "Quality Acceptance Specification for Construction of Building Foundations and Foundations."

#### **VI Responsibilities and Obligations of Both Parties**

##### **Party B's Responsibilities:**

1, Party B shall, prior to commencing work, submit a detailed construction organization design to the supervisory entity and Party A. Party B shall strictly adhere to the construction organization design approved by the supervisory entity and Party A when conducting the construction. Party B shall take full responsibility for the suitability, stability, and safety of all on-site operations and construction methods.

2, Party B shall meticulously organize the construction in accordance with the terms of the contract, as well as the requirements of the standards and designs. Party B shall complete the contract work on time and meet the quality standards specified in the contract. To achieve this, Party B shall provide all necessary supervision, labor, materials, equipment, construction machinery, and other items required.

3, Party B has the responsibility to review the contract documents or during the implementation of this contract. If any discrepancies, omissions, or defects are discovered in the engineering design drawings or other documents, Party B shall promptly notify the supervisory entity in writing. Otherwise, Party B, being an experienced party, shall be held responsible for any losses incurred from any errors that Party B should be able to identify but fails to identify in the project. After Party A makes the necessary corrections, Party B shall implement the corrective action plan accordingly.

4, Party B is not permitted to subcontract or subdivide the entire or any part of this contract without the prior approval of Party A. Otherwise, Party A may terminate this contract, and Party B shall be liable for all consequences.

5, During the construction process, Party B must take appropriate safety measures. Any personal injury or safety accidents that occur during the operation process shall be the sole responsibility of Party B, and Party A shall not be liable for any loss or compensation.

6, Party B shall submit all project completion documentation and drawings, including electronic files, in four copies upon project completion.

**Party A's Responsibilities:**

1, Party A or its appointed supervisory entity shall be responsible for on-site coordination and management, supervision of construction quality, handling of technical issues, and approval of engineering changes.

2, In accordance with the contract terms, Party A may issue requests for engineering changes or provide on-site authorizations as required.

3, Party A shall promptly process project settlements and make payments as stipulated in the contract.

4, Party A shall promptly organize the project's completion inspection, handle completion procedures, and coordinate with Party B.

5, Party A shall provide Party B with design and construction drawings, or any technical information, data, or drawings deemed necessary by the supervisory entity.

6, In the event of significant quality issues or if the progress does not meet the phased milestones required by Party A during the construction process, Party A shall notify Party B in writing within 5 days. If Party B fails to demonstrate noticeable improvements or implement measures to expedite progress, it shall be considered a breach of contract, and Party A shall have the right to unilaterally terminate this contract immediately.

7, In the event of Party B's breach of contract as per the terms of this contract, Party A reserves the right to seek contractual remedies for such breach. The penalty for such breach shall become effective upon Party A's and the supervisory entity's confirmation of the breach, provided that sufficient evidence exists.

8, Party A shall provide basic conditions for earth and stone excavation, such as access points for water and electricity.

**VII Breach of Contract Liability**

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2, Party B must comply with on-site instructions from Party A. If Party B fails to follow the instructions of Party A's project manager and this leads to an impact on project progress or quality, Party B shall be held responsible, and Party A reserves the right to terminate the contract.

3, Party B must ensure compliance with the project's quality and progress requirements. If Party B fails to meet the contract requirements or deviates from Party A's drawings in construction, Party A has the right to terminate the contract at any time, thereby ending the contractual relationship. Party B shall be responsible for any resulting losses.

4, Except in cases where both parties agree to terminate the contract through negotiation, any breach of contract or inability to fulfill the contract by either party shall result in the consequences of liability. The losses incurred shall be the responsibility of the party in breach.

**VIII** This contract shall come into effect after being signed and stamped by the authorized representatives of both Party A and Party B. It shall become invalid upon the completion of payment by Party A and the expiration of the contract warranty period.

**IX** Due to the close relationship between the installation of amusement equipment and the associated civil engineering work, and to ensure the smooth installation of amusement equipment, based on the good cooperation between Party A and Party B, Party A entrusts Party B with the procurement of amusement equipment related to the Guizhou Anshun Seven Rainbow Park. Party B shall enter into equipment procurement contracts with amusement equipment suppliers on behalf of Party A. The payment for the amusement equipment purchased by Party B on behalf of Party A shall be transferred from Party A to Party B's designated bank account and then forwarded by Party B to the respective amusement equipment procurement suppliers. As Party B is only acting as a procurement agent, ownership of the amusement equipment purchased by Party B on behalf of Party A shall belong to Party A and shall be considered to be Party A's fixed assets.

**X** Any matters not covered in this contract shall be resolved through mutual negotiation between Party A and Party B. This contract consists of 6 pages and is made in four identical counterparts, with each party holding two copies, all of which shall have the same legal effect.

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.  
Party A Representative:

Party B: Fujian Xinchang Construction Engineering Co., Ltd.  
Party B Representative:

Date: September 28, 2023

**Construction Contract****Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.****Party B: Fujian Xinchang Construction Engineering Co., Ltd.**

In accordance with the Contract Law of the People's Republic of China and other relevant laws and administrative regulations, and in adherence to the principles of equality, voluntariness, fairness, and good faith, both parties hereby enter into this contract based on consultation and agreement on fundamental matters related to the construction project.

**I Project Description and Scope of Contract**

1, Project Overview: Civil Engineering and Procurement of Amusement Equipment on Behalf of Nanping Golden Heaven Amusement Park Management Co., Ltd.

Project Name: Linli Jinzheng Amusement Park

Project Location: Jinzheng Amusement Park, Linli County, Changde City, Hunan Province

2, The provided scope of work and description below are for general reference only and should not be considered exhaustive or definitive. The contractor shall review drawings, geological survey data, and other documents to fully understand the actual scope of this project.

3, The scope of this project contract includes:

(1) Unless it is a project that Party A is responsible for or is specified in the contract to be completed by other contractors, Party B shall be responsible for all construction tasks of the entire project as per the drawings and contractual requirements. This includes the procurement, construction, protection, and maintenance of earthwork, materials, and equipment, whether they are of a permanent or temporary nature.

(2) The contracted construction project includes, but is not limited to, the following:

Excavation and measurement of earthwork according to the site plan provided by Party A, including earth and rock excavation, disposal (to locations designated by Party A), on-site allocation, and disposal of debris. Safety protection facilities for surrounding buildings and residents. Compilation and organization of project documentation. On-site safety and civilized construction. Coordination with surrounding residents, relevant government agencies, and administrative institutions to ensure project quality and progress. Construction in accordance with the provided excavation plan, to prevent under-excavation and over-excavation. Preparation of construction progress review plans based on construction progress and detailed labor and technical organization plans. Compliance with all content included in the earthwork excavation project documentation provided by Party A, including all relevant documents that are originally issued and subsequently provided.

4, Contracting Method: Lump-sum contract, including supply of materials, safety, quality, schedule, civilized on-site construction, procurement, installation, commissioning, and acceptance of designated amusement equipment.

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## **II Project Duration**

The project is scheduled for a duration of 18 months, commencing from October 1, 2023 to March 31, 2025. (This duration includes the time required for Party B's road and drainage facility construction). In cases of equal value and conditions, Party B shall be given priority for subsequent earthwork projects by Party A.

## **III Calculation**

- (1) The total contract amount includes all necessary fees required to complete this project, such as policy-related fees, construction technology measures fees, risk fees, insurance fees, including but not limited to fees for earth excavation, loading, leveling, cleaning, maintenance of on-site roads, emissions, construction machinery, labor, temporary road construction, various measures, groundwater reduction, drainage, and fees for waste disposal paid for the project. Additionally, all risks, responsibilities, and obligations are encompassed within the aforementioned unit prices. Any increases in construction costs incurred by Party B due to changes in on-site disposal locations requested by Party A, government administrative fee adjustments, increases in material and machinery costs, or other external factors are included in the above unit prices and shall not incur additional charges.
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- (3) Project settlement will be based on the actual excavation quantity. Party A will dispatch professional survey engineers and pre-settlement personnel to the site to measure and confirm the quantity of work. Party B must carry out construction according to the excavation plan approved by Party A and the instructions of Party A's on-site engineers. Work quantities that do not conform to Party A's confirmed quantities will not be calculated or settled. Party B must excavate to the elevations specified by Party A.

## **IV Payment Method and Settlement**

1, The total contract amount is RMB Two Hundred Seventy Million (RMB 270,000,000.00), inclusive of the jointly determined civil engineering work by both parties and the payment for amusement equipment procured by Party B on behalf of Party A. The final settlement will be carried out based on actual costs when the project is completed. Party A shall make payments as follows: RMB 135,000,000.00 before October 2023, cumulative payments of 70% of the contract amount before June 2024, and cumulative payments of 90% of the contract amount by March 2025 when the final completion settlement is conducted.

2, Upon completion of the project, settlement documentation will be provided as per Party A's request. (This documentation shall be bound in A4-sized booklets and include but not be limited to the following: construction contracts or agreements, itemized quotations, change orders, on-site permits and drawings, acceptance documentation for various materials and construction records, etc.)

3, Upon full completion of the project and during the settlement process, 90% of the total project cost will be paid, with the remaining 10% to be settled within one year after the project's completion.

#### **V Quality of Work and Acceptance**

1, Acceptance shall be conducted in accordance with the technical requirements specified in the drawings and the contract, and this project must meet the required standards.

2, Construction and acceptance for this project shall strictly adhere to the current national, industry, provincial, and municipal standards, specifications, or criteria, including but not limited to the "Quality Acceptance Specification for Earth and Stone Blasting Engineering Construction," "Construction Engineering Quality Inspection and Appraisal Standards," and "Quality Acceptance Specification for Construction of Building Foundations and Foundations."

#### **VI Responsibilities and Obligations of Both Parties**

##### **Party B's Responsibilities:**

1, Party B shall, prior to commencing work, submit a detailed construction organization design to the supervisory entity and Party A. Party B shall strictly adhere to the construction organization design approved by the supervisory entity and Party A when conducting the construction. Party B shall take full responsibility for the suitability, stability, and safety of all on-site operations and construction methods.

2, Party B shall meticulously organize the construction in accordance with the terms of the contract, as well as the requirements of the standards and designs. Party B shall complete the contract work on time and meet the quality standards specified in the contract. To achieve this, Party B shall provide all necessary supervision, labor, materials, equipment, construction machinery, and other items required.

3, Party B has the responsibility to review the contract documents or during the implementation of this contract. If any discrepancies, omissions, or defects are discovered in the engineering design drawings or other documents, Party B shall promptly notify the supervisory entity in writing. Otherwise, Party B, being an experienced party, shall be held responsible for any losses incurred from any errors that Party B should be able to identify but fails to identify in the project. After Party A makes the necessary corrections, Party B shall implement the corrective action plan accordingly.

4, Party B is not permitted to subcontract or subdivide the entire or any part of this contract without the prior approval of Party A. Otherwise, Party A may terminate this contract, and Party B shall be liable for all consequences.

5, During the construction process, Party B must take appropriate safety measures. Any personal injury or safety accidents that occur during the operation process shall be the sole responsibility of Party B, and Party A shall not be liable for any loss or compensation.

6, Party B shall submit all project completion documentation and drawings, including electronic files, in four copies upon project completion.

**Party A's Responsibilities:**

1, Party A or its appointed supervisory entity shall be responsible for on-site coordination and management, supervision of construction quality, handling of technical issues, and approval of engineering changes.

2, In accordance with the contract terms, Party A may issue requests for engineering changes or provide on-site authorizations as required.

3, Party A shall promptly process project settlements and make payments as stipulated in the contract.

4, Party A shall promptly organize the project's completion inspection, handle completion procedures, and coordinate with Party B.

5, Party A shall provide Party B with design and construction drawings, or any technical information, data, or drawings deemed necessary by the supervisory entity.

6, In the event of significant quality issues or if the progress does not meet the phased milestones required by Party A during the construction process, Party A shall notify Party B in writing within 5 days. If Party B fails to demonstrate noticeable improvements or implement measures to expedite progress, it shall be considered a breach of contract, and Party A shall have the right to unilaterally terminate this contract immediately.

7, In the event of Party B's breach of contract as per the terms of this contract, Party A reserves the right to seek contractual remedies for such breach. The penalty for such breach shall become effective upon Party A's and the supervisory entity's confirmation of the breach, provided that sufficient evidence exists.

8, Party A shall provide basic conditions for earth and stone excavation, such as access points for water and electricity.

**VII Breach of Contract Liability**

1, During construction, Party B is not allowed to unilaterally change construction practices. If such changes are discovered, Party A may impose fines, and Party A has the right to terminate the contract. Any resulting losses shall be borne entirely by Party B.

2, Party B must comply with on-site instructions from Party A. If Party B fails to follow the instructions of Party A's project manager and this leads to an impact on project progress or quality, Party B shall be held responsible, and Party A reserves the right to terminate the contract.

3, Party B must ensure compliance with the project's quality and progress requirements. If Party B fails to meet the contract requirements or deviates from Party A's drawings in construction, Party A has the right to terminate the contract at any time, thereby ending the contractual relationship. Party B shall be responsible for any resulting losses.

4, Except in cases where both parties agree to terminate the contract through negotiation, any breach of contract or inability to fulfill the contract by either party shall result in the consequences of liability. The losses incurred shall be the responsibility of the party in breach.

**VIII** This contract shall come into effect after being signed and stamped by the authorized representatives of both Party A and Party B. It shall become invalid upon the completion of payment by Party A and the expiration of the contract warranty period.

**IX** Due to the close relationship between the installation of amusement equipment and the associated civil engineering work, and to ensure the smooth installation of amusement equipment, based on the good cooperation between Party A and Party B, Party A entrusts Party B with the procurement of amusement equipment related to the Linli Jinzheng Amusement Park project in Hunan. Party B shall enter into equipment procurement contracts with amusement equipment suppliers on behalf of Party A. The payment for the amusement equipment purchased by Party B on behalf of Party A shall be transferred from Party A to Party B's designated bank account and then forwarded by Party B to the respective amusement equipment procurement suppliers. As Party B is only acting as a procurement agent, ownership of the amusement equipment purchased by Party B on behalf of Party A shall belong to Party A and shall be considered to be Party A's fixed assets.

**X** Any matters not covered in this contract shall be resolved through mutual negotiation between Party A and Party B. This contract consists of 6 pages and is made in four identical counterparts, with each party holding two copies, all of which shall have the same legal effect.

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd.  
Party A Representative:

Party B: Fujian Xinchang Construction Engineering Co., Ltd.  
Party B Representative:

Date: September 27, 2023

## Land Lease Agreement

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd. (Lessee)

Party B: Hunan Binghebuluo Technology Development Co., Ltd. (Lessor)

In accordance with the Contract Law of the People's Republic of China and relevant laws and regulations, Party A and Party B, on the basis of equality, voluntariness, and mutual agreement, have reached the following agreement regarding Party A's lease of land from Party B for the purpose of an amusement project:

1. Party B will lease the land located within Yangming Lake Park and the Lake's surface of Changde City to Party A for use.

2. Land boundaries will be determined based on actual on-site measurements.

3. Term, Amount, and Payment Method of the Lease by Party B:

1). The lease term for Party B is ten years, from October 1st, 2023, to September 30, 2033.

2). The land area leased by Party A is approximately 20,000 square meters, with an annual rent of RMB 1,500,000 (One million five hundred thousand yuan). Party A shall pay the annual rent within 15 days from the date of signing this contract and subsequently on or before September 30th of each year. If Party A fails to pay the annual rent for the current year after one month of the due date, this contract shall terminate automatically.

Party B's receiving account information:

Account Name: Hunan Binghebuluo Technology Development Co., Ltd.

Bank: Bank of Hunan Corporation Limited Changdedingcheng Branch

Account Number: [\*]

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4. Party A's Rights and Responsibilities:

During the lease period, Party A has the right to use the land. In the event of land requisition by the state, compensation for buildings, facilities, and other structures constructed on the leased land shall belong to Party A, and this contract shall terminate simultaneously.

5. Party B's Rights and Responsibilities:

1). Within five days after the contract is signed, Party B shall clarify the boundaries of the land leased by Party A for the convenience of Party A's use.

2). If the state plans to carry out construction or development on the land, land compensation shall belong to Party B, and this contract shall terminate.

3). If Party B needs to terminate the contract due to construction requirements, Party B shall notify Party A in writing three months in advance. Party B shall refund the rent already paid by Party A for the remaining lease term. Party B shall provide Party A with appropriate compensation based on the actual lease term and development and utilization conditions.

6. During the contracting period, with Party B's consent and without harming Party B's interests and ensuring the effective implementation of this contract, Party A may transfer the contract to another party for operation. When the contract term expires, if Party A wishes to renew the lease, Party A has the right of first refusal under equal conditions.

7. Upon the expiration of the lease term, Party A shall remove all facilities within the leased land area and return the land to Party B within one month.

8. This contract is in duplicate and shall take effect from the date of mutual stamping and signing by both parties. Any matters not covered herein shall be resolved through mutual consultation.

[Signature and Seal of Party A] [Signature and Seal of Party B]

Date: 2023/9/28

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## Land Lease Agreement

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd. (Lessee)

Party B: Guizhou Anshun Qicaihong Amusement Co., Ltd (Lessor)

In accordance with the Contract Law of the People's Republic of China and relevant laws and regulations, Party A and Party B, on the basis of equality, voluntariness, and mutual agreement, have reached the following agreement regarding Party A's lease of land from Party B for the purpose of an amusement project:

1. Party B will lease the land located within Ruofei Park, Xixiu District, Anshun City, Guizhou Province to Party A for use.

2. Land boundaries will be determined based on actual on-site measurements.

3. Term, Amount, and Payment Method of the Lease by Party B:

1). The lease term for Party B is ten years, from September 27, 2023, to September 26, 2033.

2). The land area leased by Party A is approximately 15,333 square meters, with an annual rent of RMB 690,000 (Six hundred and ninety thousand yuan). Party A shall pay the annual rent within 15 days from the date of signing the contract and subsequently on or before September 26th of each year. If Party A fails to pay the annual rent for the current year after one month of the due date, this contract shall terminate automatically.

Party B's receiving account information:

Account Name: Guizhou Anshun Qicaihong Amusement Co., Ltd

Bank: Guizhou Bank Anshun Fenghuangshan Branch

Account Number: [\*]

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4. Party A's Rights and Responsibilities:

During the lease period, Party A has the right to use the land. In the event of land requisition by the state, compensation for buildings, facilities, and other structures constructed on the leased land shall belong to Party A, and this contract shall terminate simultaneously.

5. Party B's Rights and Responsibilities:

1). Within five days after the contract is signed, Party B shall clarify the boundaries of the land leased by Party A for the convenience of Party A's use.

2). If the state plans to carry out construction or development on the land, land compensation shall belong to Party B, and this contract shall terminate.

3). If Party B needs to terminate the contract due to construction requirements, Party B shall notify Party A in writing three months in advance. Party B shall refund the rent already paid by Party A for the remaining lease term. Party B shall provide Party A with appropriate compensation based on the actual lease term and development and utilization conditions.

6. During the contracting period, with Party B's consent and without harming Party B's interests and ensuring the effective implementation of this contract, Party A may transfer the contract to another party for operation. When the contract term expires, if Party A wishes to renew the lease, Party A has the right of first refusal under equal conditions.

7. Upon the expiration of the lease term, Party A shall remove all facilities within the leased land area and return the land to Party B within one month.

8. This contract is in duplicate and shall take effect from the date of mutual stamping and signing by both parties. Any matters not covered herein shall be resolved through mutual consultation.

[Signature and Seal of Party A] [Signature and Seal of Party B]

Date: 2023/9/27

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## Land Lease Agreement

Party A: Nanping Golden Heaven Amusement Park Management Co., Ltd. (Lessee)

Party B: Henan Tejia Amusement Equipment Co., Ltd (Lessor)

In accordance with the Contract Law of the People's Republic of China and relevant laws and regulations, Party A and Party B, on the basis of equality, voluntariness, and mutual agreement, have reached the following agreement regarding Party A's lease of land from Party B for the purpose of an amusement project:

1. Party B will lease the land located at New Bridge South, Wetland Park Management Office, Liulin Park Road, Linli County, Hunan Province to Party A for use.

2. Land boundaries will be determined based on actual on-site measurements.

3. Term, Amount, and Payment Method of the Lease by Party B:

1). The lease term for Party B is ten years, from October 1st, 2023, to September 30, 2033.

2). The land area leased by Party A is approximately 30,000 square meters, with an annual rent of RMB 1,350,000 (One million three hundred and fifty thousand yuan). Party A shall pay the annual rent within 15 days from the date of signing the contract and subsequently on or before September 30th of each year. If Party A fails to pay the annual rent for the current year after one month of the due date, this contract shall terminate automatically.

Party B's receiving account information:

Account Name: Henan Tejia Amusement Equipment Co., Ltd

Bank: Bank of China Limited Mengjin Branch

Account Number: [\*]

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4. Party A's Rights and Responsibilities:

During the lease period, Party A has the right to use the land. In the event of land requisition by the state, compensation for buildings, facilities, and other structures constructed on the leased land shall belong to Party A, and this contract shall terminate simultaneously.

5. Party B's Rights and Responsibilities:

1). Within five days after the contract is signed, Party B shall clarify the boundaries of the land leased by Party A for the convenience of Party A's use.

2). If the state plans to carry out construction or development on the land, land compensation shall belong to Party B, and this contract shall terminate.

3). If Party B needs to terminate the contract due to construction requirements, Party B shall notify Party A in writing three months in advance. Party B shall refund the rent already paid by Party A for the remaining lease term. Party B shall provide Party A with appropriate compensation based on the actual lease term and development and utilization conditions.

6. During the contracting period, with Party B's consent and without harming Party B's interests and ensuring the effective implementation of this contract, Party A may transfer the contract to another party for operation. When the contract term expires, if Party A wishes to renew the lease, Party A has the right of first refusal under equal conditions.

7. Upon the expiration of the lease term, Party A shall remove all facilities within the leased land area and return the land to Party B within one month.

8. This contract is in duplicate and shall take effect from the date of mutual stamping and signing by both parties. Any matters not covered herein shall be resolved through mutual consultation.

[Signature and Seal of Party A] [Signature and Seal of Party B]

Date: 2023/9/27

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**Golden Heaven Group Holdings Ltd. Announces Strategic Partnership for the Construction of Three New Amusement Parks in Southern China**

NANPING, China, October 6, 2023 (GLOBE NEWSWIRE) -- Golden Heaven Group Holdings Ltd. (the “Company” or “Golden Heaven”) (Nasdaq: GDHG), an amusement park operator in China, today announced that it has entered into a strategic partnership (the “Partnership”) with Fujian Xinchang Construction Engineering Co., Ltd. (“FXCE”), as the general contractor for engineering, construction and sourcing of amusement park facilities for projects in China. The Company signed three construction contracts with FXCE for the groundwork of three new amusement parks (collectively, the “Parks”) in southern China, comprised of the Yangming Lake Glacier Tribe Amusement Park, the Seven Rainbow Park, and the Linli Jinzheng Amusement Park.

Yangming Lake Glacier Tribe Amusement Park, located in Changde city, Hunan province, boasts an approximately 20,000 square meter property with an estimated RMB180 million investment, targeting completion by September 2024. Seven Rainbow Park, located in Anshun city, Guizhou province, will span approximately 15,333 square meters, backed by an estimated RMB140 million investment, aiming for completion by March 2025. Changde city will also welcome Linli Jinzheng Amusement Park on an approximately 30,000 square meter plot, with an estimated RMB270 million investment, set for completion by March 2025.

Ms. Qiong Jin, the CEO and Chairman of the Company, commented, “Since our initial public offering, we have consistently sought ways to improve our management and operational strategies. As we have witnessed a significant uptick in entertainment demand in the post-pandemic era, we are poised to meet this demand head-on. The Parks will feature electric amusement park facilities with the aim to deliver excellent customer service and visitor experience. Looking ahead, we believe the Parks will allow us to expand our business footprint, reach broader markets, and cater to an ever-growing customer base. Through this Partnership, we intend to amplify our brand awareness in the southwest region of China, improve our market positioning and provide better entertainment experiences for our visitors.”

**About Golden Heaven Group Holdings Ltd.**

Golden Heaven Group Holdings Ltd. manages and operates six properties consisting of amusement parks, water parks, and complementary recreational facilities. With approximately 426,560 square meters of land in the aggregate, these parks are located in geographically diverse markets across the south of China and collectively offer approximately 139 rides and attractions. Due to the geographical locations of the parks and the ease of travel, the parks are easily accessible to an aggregate population of approximately 21 million people. The parks provide a wide range of exciting and entertaining experiences, including thrilling rides, family-friendly attractions, water attractions, gourmet festivals, circus performances, and high-tech facilities. For more information, please visit the Company’s website at <https://ir.jsyoule.com/>.

**Forward-Looking Statements**

*This press release contains “forward-looking statements”. Forward-looking statements reflect our current view about future events. These forward-looking statements involve known and unknown risks and uncertainties and are based on the Company’s current expectations and projections about future events that the Company believes may affect its financial condition, results of operations, business strategy and financial needs. Investors can identify these forward-looking statements by words or phrases such as “may,” “will,” “could,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “is/are likely to,” “propose,” “potential,” “continue” or similar expressions. The Company undertakes no obligation to update or revise publicly any forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and the Company cautions investors that actual results may differ materially from the anticipated results and encourages investors to review other factors that may affect its future results in the Company’s registration statement and other filings with the U.S. Securities and Exchange Commission.*

**For investor and media inquiries, please contact:****Golden Heaven Group Holdings Ltd.**

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