
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 December 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 December 24, 2024, Golden Heaven Group Holdings Ltd. (the “Company”) entered into a series of long-term lease agreements with Fuzhou Yibang Amusement Park Co., LTD (“Fuzhou Yibang”). Yuxi Jinsheng Amusement Development Co., Ltd., an operating entity of the Company, entered into a lease agreement with Fuzhou Yibang to lease the entirety of Yunnan Yuxi Jinsheng Amusement Park, located in Yuxi City, Yunnan Province, China, one of the Company’s amusement parks, to Fuzhou Yibang for a term of 10 years. The annual rent for the first year is set at RMB22 million, to be paid quarterly, and will increase by 2% annually beginning the second year of the lease terms and for each year thereafter. Changde Jinsheng Amusement Development Co., Ltd., an operating entity of the Company, entered into a lease agreement with Fuzhou Yibang to lease the entirety of Changde Jinsheng Amusement Park, located in Changde City, Hunan Province, China, one of the Company’s amusement parks, to Fuzhou Yibang for a term of 10 years. The annual rent for the first year is set at RMB23 million, to be paid quarterly, and will increase by 2% annually beginning the second year of the lease terms and for each year thereafter. Qujing Jinsheng Amusement Investment Co., Ltd., an operating entity of the Company, entered into a lease agreement with Fuzhou Yibang to lease the entirety of Qujing Jinsheng Amusement Park, located in Yujing City, Yunnan Province, China, one of the Company’s amusement parks, to Fuzhou Yibang for a term of 10 years. The annual rent for the first year is set at RMB7 million, to be paid quarterly, and will increase by 2% annually beginning the second year of the lease terms and for each year thereafter.

Fuzhou Yibang has undertaken to use all three amusement parks only for legal amusement business activities and not to change their use. The Company believes that by leasing of the three amusement 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 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 99.2 and 99.3.

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 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 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. 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, the Company cannot assure investors 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 encourage investors to review other factors that may affect the Company’s future results in its registration statement and other filings with the United States Securities and Exchange Commission.

EXHIBIT INDEX

Exhibit No.	Description
99.1	English Translation of Yunnan Yuxi Jinsheng Amusement Park Site Lease Agreement
99.2	English Translation of Changde Jinsheng Amusement Park Site Lease Agreement
99.3	English Translation of Qujing Jinsheng Amusement Park 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: December 26, 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): Yuxi Jinsheng Amusement Development Co., Ltd.

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

Considering that Party A owns an amusement park located in Nieer Park, Hongta District, Yuxi City, Yunnan 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 Nieer Park, Hongta District, Yuxi City, Yunnan 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 December 23, 2024 to December 22, 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 RMB22 million yuan (in words: Twenty Two 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.

3.5 In view of Party B's request, Party A will carry out maintenance and repairs on the Amusement Park for 3 months from the date of signing this agreement. At that time, the Amusement Park will be suspended. During this period, Party A will exempt Party B from the corresponding rent.

Party A's bank account:

Bank account name: Yuxi Jinsheng Amusement Development Co., Ltd.

Account No.:

Bank; Industrial and Commercial Bank of China Yuxi Yujiang Branch

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 attorney 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. Others

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):

/s/

/s/

Yuxi Jinsheng Amusement Development Co., Ltd.

Fuzhou Yibang Amusement Park Co., LTD

Date:

Date:

Site Lease Agreement

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

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

Considering that Party A owns an amusement park located in Xinhe Road, Wangyue Community, Nanping Subdistrict Office, Wuling District, Changde City, Hunan Province (Recreation Area at the northwest corner of Dingling Park) (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 Xinhe Road, Wangyue Community, Nanping Subdistrict Office, Wuling District, Changde City, Hunan Province (Recreation Area at the northwest corner of Dingling Park), 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 December 23, 2024 to December 22, 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 RMB23 million yuan (in words: Twenty Three 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.

3.5 In view of Party B's request, Party A will carry out maintenance and repairs on the Amusement Park for 3 months from the date of signing this agreement. At that time, the Amusement Park will be suspended. During this period, Party A will exempt Party B from the corresponding rent.

Party A's bank account:

Bank account name: Changde Jinsheng Amusement Development Co., Ltd.

Account No.:

Bank; Industrial and Commercial Bank of China Changde Wuling Branch

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 attorney 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. Others

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):

/s/

Changde Jinsheng Amusement Development Co., Ltd.

/s/

Fuzhou Yibang Amusement Park Co., LTD

Date:

Date:

Site Lease Agreement

Party A (Lessor): Qujing Jinsheng Amusement Investment Co., Ltd.

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

Considering that Party A owns an amusement park located in Baishijiang Park, Qilin District, Qujing City, Yunnan 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 Baishijiang Park, Qilin District, Qujing City, Yunnan 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 December 23, 2024 to December 22, 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 RMB7 million yuan (in words: Seven 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.

3.5 In view of Party B's request, Party A will carry out maintenance and repairs on the Amusement Park for 3 months from the date of signing this agreement. At that time, the Amusement Park will be suspended. During this period, Party A will exempt Party B from the corresponding rent.

Party A's bank account:

Bank account name: Qujing Jinsheng Amusement Investment Co., Ltd.

Account No.:

Bank; Industrial and Commercial Bank of China Qujing Chengguan Branch

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 attorney 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. Others

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):

/s/

/s/

Qijing Jinsheng Amusement Investment Co., Ltd.

Fuzhou Yibang Amusement Park Co., LTD

Date:

Date: