
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 March 2026

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

On March 30, 2026, Fuzhou Golden Carnival Cultural Development Co., Ltd. (“Fuzhou Golden Carnival”), an indirectly wholly-owned subsidiary of Golden Heaven Group Holdings Ltd. (the “Company”), entered into three asset purchase agreements (collectively, the “Asset Purchase Agreements”) as purchaser with (i) Ganzhou Baocheng Cultural Tourism Development Co., Ltd. (“Ganzhou Baocheng”), (ii) Ningde Xiaopu Haoyu Amusement Co., Ltd. (“Haoyu Amusement”), and (iii) Fengcheng Namei Cultural Tourism Technology Co., Ltd. (“Namei Technology”), each as seller.

- Pursuant to the Asset Purchase Agreement between Fuzhou Golden Carnival and Ganzhou Baocheng, Fuzhou Golden Carnival will purchase amusement park related assets owned from Ganzhou Baocheng, details of which are set forth in the agreement. The total purchase price is RMB45,567,838.04 and will be paid in full within five business days of the execution of the agreement.
- Pursuant to the Asset Purchase Agreement between Fuzhou Golden Carnival and Haoyu Amusement, Fuzhou Golden Carnival will purchase amusement park related assets owned from Haoyu Amusement, details of which are set forth in the agreement. The total purchase price is RMB23,133,071.41 and will be paid in full within five business days of the execution of the agreement.
- Pursuant to the Asset Purchase Agreement between Fuzhou Golden Carnival and Namei Technology, Fuzhou Golden Carnival will purchase all assets owned by Namei Technology, as detailed in the asset list in the agreement. The aggregate purchase price is RMB103,199,777.22 and will be paid in full within five business days of the execution of the agreement.

Each Asset Purchase Agreement contains customary representations, warranties and covenants regarding the ownership and condition of the assets, payment terms, asset delivery procedures and cooperation on registration and title changes. All fees and expenses related to the asset transfer and administrative fees are borne by Fuzhou Golden Carnival.

The foregoing summary is qualified in its entirety by the full text of the Asset Purchase Agreements. Copies of the English translations of the Asset Purchase Agreements with Ganzhou Baocheng, Haoyu Amusement, and Namei Technology are attached to this Form 6-K as Exhibits 99.1, 99.2, and 99.3, respectively, and are incorporated by reference herein.

Incorporation by Reference

The contents of this Form 6-K are hereby incorporated by reference into (i) the Company’s registration statement on [Form S-8](#) (File No. 333-279423) filed with the U.S. Securities and Exchange Commission (the “SEC”) on May 15, 2024, (ii) the Company’s registration statement on [Form F-3](#) (File No. 333-279942) filed with the SEC on June 4, 2024 and declared effective by the SEC on June 27, 2024, (iii) the Company’s registration statement on [Form S-8](#) (File No. 333-283714) filed with the SEC on December 10, 2024, and (iv) the Company’s registration statement on [Form F-3](#) (File No. 333-292462) filed with the SEC on December 29, 2025 and declared effective by the SEC on February 6, 2026.

Exhibit No.	Description
99.1	English Translation of Asset Purchase Agreement, dated March 30, 2026, by and between Fuzhou Golden Carnival Cultural Development Co., Ltd. and Ganzhou Baocheng Cultural Tourism Development Co., Ltd.
99.2	English Translation of Asset Purchase Agreement, dated March 30, 2026, by and between Fuzhou Golden Carnival Cultural Development Co., Ltd. and Ningde Xiaopu Haoyu Amusement Co., Ltd.
99.3	English Translation of Asset Purchase Agreement, dated March 30, 2026, by and between Fuzhou Golden Carnival Cultural Development Co., Ltd. and Fengcheng Namei Cultural Tourism Technology Co., Ltd.

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: April 1, 2026

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)

Asset Acquisition Agreement

Party A (Acquiring Party): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Unified Social Credit Code:

Party B (Transferor): Ganzhou Baocheng Cultural Tourism Development Co., Ltd.

Unified Social Credit Code:

Given:

1. Party B legally owns all the subject assets and related rights stipulated in this Agreement, and such assets are free from any defects in title. Party B has the right to transfer such assets in accordance with the law.
2. Party B has issued an "Asset Appraisal Report" for the target assets to be transferred, and Party A has reviewed the report and approved its appraisal results.
3. Party A intends to acquire the target assets owned by Party B, and Party B agrees to transfer such assets to Party A. Through friendly consultation, based on the principles of equality, voluntariness, fairness, good faith, and equivalent compensation, the two parties have reached the following agreement regarding this asset acquisition, which shall be jointly observed.

Article 1 Target Assets

1.1 The target assets of this acquisition are all assets legally owned by Party B (details are provided in Appendix 1, "List of Target Assets"), including but not limited to fixed assets, intangible assets, and current assets. These assets are not subject to any restrictions such as mortgages, pledges, seizures, or freezes, nor are there any disputes regarding ownership.

1.2 The quantity, quality, and specifications of the target assets shall be based on the "Asset Appraisal Report" and the attached "List of Target Assets". Party A has fully understood and verified the target assets and voluntarily accepts the actual condition of such assets.

Article 2 Valuation Report and Acquisition Price

2.1 Party B has issued an "Asset Appraisal Report" for the target assets. The report is true, legal, and valid, and can objectively reflect the actual value of the target assets.

2.2 Both parties confirm that the total acquisition price of the target assets is RMB 45,567,838.04 (in words: Forty-Five Million Five Hundred and Sixty-Seven Thousand Eight Hundred and Thirty-Eight Yuan and Four Fen), which is a fixed price and Party A shall not be required to pay any other fees.

2.3 All related expenses incurred in this acquisition (including but not limited to appraisal fees, handling fees, etc.) shall be borne by Party B.

Article 3 Payment Method

3.1 Payment Terms: Party A shall pay the full purchase price to Party B in one lump sum within 5 working days from the date of signing this Agreement.

3.2 The payment information of Party B is as follows:

Opening Bank: Rongjiang Branch of Ganzhou Bank

Bank account number:

Account Name: Ganzhou Baocheng Cultural Tourism Development Co., Ltd.

3.3 If Party A fails to pay the acquisition price within the time stipulated in this Agreement, Party A shall pay Party B a penalty of 0.5% of the overdue amount for each day of delay; if the delay exceeds 15 working days, Party B shall have the right to unilaterally terminate this Agreement, confiscate any payments already made by Party A (if any), and demand that Party A compensate for all losses.

Article 4 Asset Transfer

4.1 Both parties shall complete the handover of the target assets within 10 working days after Party A pays the full acquisition price.

4.2 Party B shall deliver all the target assets and related ownership certificates, technical documents, financial documents, etc. to Party A. Both parties shall jointly verify the quantity and status of the assets and sign the "Asset Transfer Confirmation". After the transfer is completed, the ownership and related rights of the target assets shall be formally transferred to Party A, and the risks shall also be transferred accordingly.

4.3 If the target assets require registration of ownership transfer, Party B shall fully cooperate with Party A in the process, and Party B shall bear the relevant expenses; if the registration cannot be completed or is delayed due to Party B's reasons, Party B shall bear the liability for breach of contract.

Article 5 Rights and Obligations of Both Parties

5.1 Rights and Obligations of Party A

- (1) Pay the acquisition price in accordance with the provisions of this Agreement and receive the target assets and related documents;
- (2) To manage and maintain the target assets and bear the relevant expenses after the handover;
- (3) The other party shall not disclose the other party's trade secrets or the contents of this Agreement (unless otherwise agreed in writing by the other party).

5.2 Rights and Obligations of Party B

- (1) Deliver the subject assets and related documents in accordance with the provisions of this Agreement, and guarantee that the subject assets are free from any defects in title;
- (2) Cooperate with Party A in handling the registration of the change of ownership of the target assets (if any);
- (3) Bear the risks and related expenses of the target assets before the handover, and be responsible for clearing all debts before the handover;
- (4) The other party shall not disclose the trade secrets of Party A or the contents of this Agreement (unless otherwise agreed in writing by Party A).

Article 6 Liability for Breach of Contract

6.1 If Party A fails to pay the acquisition price as agreed, it shall pay liquidated damages as stipulated in Article 3.3 of this Agreement; if the delay exceeds 15 working days, Party B shall have the right to terminate the Agreement and claim compensation for losses.

6.2 If Party B fails to deliver the subject assets as agreed or if the subject assets have defects in title, Party A shall have the right to terminate the agreement, and Party B shall return double the price already paid by Party A and compensate Party A for all losses.

6.3 If either party breaches its confidentiality obligations and discloses the other party's trade secrets, it shall compensate the other party for all losses suffered as a result.

Article 7 Confidentiality Clause

7.1 All trade secrets, financial information, technical data, and contents of this agreement that the parties learn during the signing and performance of this agreement shall be kept confidential.

7.2 Both parties shall take reasonable measures to protect the aforementioned confidential information and shall not disclose it to any third party. The confidentiality obligation shall remain in effect for three years after the termination of this Agreement.

Article 8 Force Majeure

8.1 If this Agreement cannot be performed or is delayed due to force majeure events such as earthquakes, floods, typhoons, wars, or policy adjustments, the party encountering the force majeure event shall promptly notify the other party and provide relevant proof within 3 working days.

8.2 Both parties may, based on the impact of force majeure, negotiate to decide on partial performance, delayed performance or termination of the agreement, without incurring liability for breach of contract, but shall endeavor to minimize losses.

Article 9 Dispute Resolution

9.1 Any dispute arising during the performance of this Agreement shall first be resolved amicably through negotiation between the parties; if the negotiation fails, either party shall have the right to file a lawsuit with the People's Court at the location of Party A.

Article 10 Other

10.1 Any matters not covered in this Agreement may be addressed in a supplementary agreement entered into by both parties. Such supplementary agreement shall have the same legal effect as this Agreement.

10.2 This agreement shall come into effect on the date of signature and seal by both parties. It is made in four copies, with two copies held by Party A and two copies held by Party B, each having equal legal effect.

(The following is intentionally left blank)

Party A (Seal): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Signing Date: March 30, 2026

Party B (Seal): Ganzhou Baocheng Cultural Tourism Development Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Ganzhou Baocheng Cultural Tourism Development Co., Ltd.

Signing Date: March 30, 2026

Appendix 1: List of Target Assets

Serial Number	Equipment Name	Specifications and Models
1	Gothenburg	300 square meters
2	Hurricane Flying Chair	36 seats
3	Slinky Dog	36 seats (DP-H6JC)
4	Giant Swing	23 seats
5	Spacewalk	15 units (500-meter track)
6	Motorbike boy	8 units
7	Air combat aircraft	8
8	Rotating Drop Tower	16 seats
9	Pirate Ship	36 seats
10	Carnival	5 items
11	gunfire	12 guns
12	Archery	2 bows
13	Rainbow Slide	100 meters long, 15 meters high
14	Bumper cars	15 units
15	Colorful Sea Baby Rafting	8 units
16	Family roller coaster	16 people
17	Bungee jumping	2 units (8 beds)
18	Shouting Spring	2 units
19	Happy Farm	5 units
20	Happy Spaceship	24 seats
twenty one	Double carousel	30 seats
twenty two	Circular sports car	15 units
twenty three	nursing fish	
twenty four	Bouncing cars	6 units
25	Little Firefighters	8 units
26	Finding Nemo	14 units, 28 people
27	Interstellar Ball Sprayer	7 units
28	helicopter	4 units
29	office	
30	Dormitory + Canteen	

Party A (Seal): /s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Party B (Seal): /s/ Ganzhou Baocheng Cultural Tourism Development Co., Ltd.

Confirmation Date: March 30, 2026

Asset Acquisition Agreement

Party A (Acquiring Party): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Unified Social Credit Code:

Party B (Transferor): Ningde City Xiapu County Haoyu Amusement Co., Ltd.

Unified Social Credit Code:

Given:

1. Party B legally owns all the subject assets and related rights stipulated in this Agreement, and there are no defects in title to such assets (including but not limited to mortgages, pledges, seizures, freezes, guarantees, ownership disputes, etc.). Party B has the right to transfer such assets in accordance with the law.
2. Party B has issued an "Asset Appraisal Report" for the assets to be transferred, and Party A has reviewed and approved the appraisal results and all contents of the report.
3. Party A intends to acquire the target assets owned by Party B as stipulated in this Agreement, and Party B agrees to transfer the target assets to Party A in accordance with the conditions stipulated in this Agreement. After friendly consultation, both parties, based on the principles of equality, voluntariness, fairness, good faith, and equivalent compensation, have reached the following agreement on the acquisition of assets, which shall be jointly observed.

Article 1 Target Assets

1.1 The target assets of this acquisition are all assets legally owned by Party B (for details, please refer to Annex 1, "List of Target Assets"), including but not limited to fixed assets, intangible assets, current assets (such as inventory, accounts receivable, etc.) and all rights and interests related to such assets (excluding Party B's external debts and contingent liabilities, which shall be borne by Party B).

1.2 The quantity, quality, specifications, ownership status, etc. of the target assets shall be based on the "Asset Appraisal Report" and the attached "List of Target Assets" issued by Party B. Party A has fully understood and verified the target assets and voluntarily acquires such assets in accordance with the provisions of this Agreement, and will not raise any objections due to the actual condition of the target assets (if consistent with the "Asset Appraisal Report").

1.3 Party B warrants that the target assets are free from any undisclosed defects in title, mortgages, pledges, seizures, freezes, or other restrictions on transfer, and that there are no third-party claims, ownership disputes, lawsuits, arbitrations, or other conflicts. If any of the above situations exist, Party B shall bear full responsibility and compensate Party A for all losses suffered as a result.

Article 2 Valuation Report and Acquisition Price

2.1 Party B has issued an "Asset Appraisal Report" for the target assets, and the report is true, legal and valid.

2.2 Party A acknowledges the valuation conclusion of the Asset Appraisal Report, and both parties confirm that the total acquisition price of the target assets is RMB 23,133,071.41 (in words: Twenty-Three Million One Hundred and Thirty-Three Thousand and Seventy-One Yuan and Forty-One Fen).

2.3 The acquisition price is a fixed price, and Party A shall not be required to pay any other fees to Party B. All related expenses shall be borne by Party B.

Article 3 Payment Method

3.1 Payment Period: Party A shall pay the full purchase price to Party B in one lump sum within 5 working days from the date of signing this agreement. The deposit agreement shall automatically become invalid after the payment is completed.

3.2 Party B's account information:

Opening Bank: China Construction Bank Co., Ltd., Xiapu Songgang Branch

Bank account number:

Account Name: Ningde City Xiapu County Haoyu Amusement Co., Ltd.

3.4 If Party A fails to pay the full purchase price within 5 working days from the date of signing this Agreement as stipulated in this Agreement, Party A shall pay Party B a penalty of 0.5% of the overdue amount for each day of delay; if the delay exceeds 15 working days, Party B shall have the right to unilaterally terminate this Agreement, and any payments already made by Party A (if any) shall not be refunded. At the same time, Party A shall compensate Party B for all losses suffered as a result, and Party B shall also have the right to demand that Party A continue to fulfill its payment obligations.

Article 4 Asset Transfer

4.1 Handover period: Both parties shall complete the handover of all target assets within 10 working days after the signing and entry into force of this agreement.

4.2 Handover Contents: Party B shall deliver all physical assets, ownership certificates, technical and financial related documents, and rights certificates of the target assets to Party A. Both parties shall jointly verify the quantity and quality of the assets and sign the "Asset Handover Confirmation". On the date of signing this confirmation, the ownership, related rights, and risk of loss of the target assets shall be formally transferred to Party A.

4.3 Change of Ownership: If the target assets require registration of change of ownership, Party B shall assist Party A in doing so within 5 working days after the handover is completed, and Party B shall bear the relevant expenses; if the change of ownership registration cannot be completed or is delayed due to Party B's reasons, Party B shall bear the liability for breach of contract.

Article 5 Rights and Obligations of Both Parties

5.1 Rights and Obligations of Party A

- (1) The party has the right to receive the target assets and related materials on time in accordance with the provisions of this Agreement, and to enjoy the ownership and related rights of the target assets;
- (2) The purchase price shall be paid to Party B in accordance with the terms and amount stipulated in this Agreement;
- (3) Cooperate with Party B to complete the handover of the target assets and the registration of ownership change (if necessary), and provide necessary assistance;
- (4) After receiving the target assets, the party shall be responsible for the management and maintenance of the target assets and bear the related expenses;
- (5) The other party shall not disclose the other party's trade secrets, financial information and the contents of this Agreement (unless otherwise agreed in writing by the other party).

5.2 Rights and Obligations of Party B

- (1) The right to receive the acquisition price on time in accordance with the provisions of this Agreement;
- (2) Guarantee that the ownership of the target assets is legal and clear, and that there are no defects in rights or undisclosed disputes, and guarantee that the Asset Appraisal Report and related materials provided are true, legal and valid;
- (3) In accordance with the provisions of this Agreement, the transfer of the target assets shall be completed on time, and all ownership certificates, technical data, financial data, etc. of the target assets shall be provided;
- (4) Assist Party A in handling the registration procedures for the change of ownership of the target assets (if necessary) and provide necessary cooperation and support;
- (5) Before the handover is completed, the target assets shall be properly kept and shall not be disposed of or damaged without authorization, nor shall any defects of the target assets be concealed.
- (6) Bear the risks, losses and related expenses of the target assets before the handover is completed, and bear all debts, taxes and related legal liabilities incurred before the transfer of the target assets;
- (7) The other party shall not disclose the trade secrets of Party A or the contents of this Agreement (except with the written consent of Party A).

Article 7 Liability for Breach of Contract

7.1 If Party A fails to pay the purchase price as stipulated in this Agreement, Party A shall pay Party B a penalty of 0.5‰ of the overdue amount for each day of delay; if the delay exceeds 15 working days, Party B shall have the right to terminate this Agreement, confiscate the deposit, and demand compensation from Party A for losses.

7.2 If Party B breaches this Agreement, causing Party A to be unable to enjoy ownership and related rights of the target assets, Party A shall have the right to terminate this Agreement, and Party B shall return double the deposit and compensate Party A for its losses.

7.3 If either party breaches its confidentiality obligations and discloses the other party's relevant information, resulting in losses, it shall compensate the other party for all losses.

Article 8 Confidentiality Clause

8.1 All trade secrets, financial information, technical data, target asset information, and contents of this Agreement that the parties become aware of during the signing and performance of this Agreement shall be considered confidential information.

8.2 Both parties shall take reasonable confidentiality measures and shall not disclose the aforementioned confidential information to any third party unless required by law, required by government departments, or with the other party's written consent.

8.3 This confidentiality clause shall remain in effect for three years after the termination of this Agreement. If either party breaches this confidentiality clause, it shall bear the corresponding liability for breach of contract and compensate the other party for all losses suffered as a result.

Article 9 Force Majeure

9.1 Force majeure as used in this Agreement means objective circumstances that are unforeseeable, unavoidable and insurmountable, including but not limited to earthquakes, floods, fires, typhoons, wars, and policy adjustments.

9.2 If this Agreement cannot be performed or is delayed due to force majeure, the party encountering the force majeure shall promptly notify the other party and provide relevant supporting documents within 3 working days after the occurrence of the force majeure. The parties may, based on the impact of the force majeure, negotiate to decide on partial performance, delayed performance or termination of this Agreement, without incurring any liability for breach of contract (but shall endeavor to minimize losses).

Article 10 Dispute Resolution

10.1 Any dispute arising during the performance of this Agreement shall first be settled amicably through negotiation between the parties; if the negotiation fails, either party shall have the right to file a lawsuit with the People's Court at the location of Party A.

10.2 During the dispute resolution process, the parties shall continue to perform all other provisions of this Agreement except for the disputed matters.

Article 11 Other

11.1 For any matters not covered in this Agreement, the parties may enter into a supplementary agreement, which shall have the same legal effect as this Agreement; in the event of any inconsistency between the supplementary agreement and this Agreement, the supplementary agreement shall prevail.

11.2 This agreement shall come into effect on the date of signature and seal by both parties. It is made in four copies, with two copies held by Party A and two copies held by Party B, all of which have equal legal effect.

11.3 Both parties confirm that the date of signing this Agreement is March 30, 2026, and that the contact address and contact information of both parties are as stipulated in this Agreement. If either party changes its contact address or contact information, it shall notify the other party in writing three working days in advance; otherwise, the party making the change shall bear the adverse consequences arising therefrom.

(The following is intentionally left blank)

Party A (Seal): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Signing Date: March 30, 2026

Party B (Seal): Ningde City Xiapu County Haoyu Amusement Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Ningde City Xiapu County Haoyu Amusement Co., Ltd.

Signing Date: March 30, 2026

Appendix 1: List of Target Assets

Serial Number	Product Name
1	High-altitude water slide (glass water slide)
2	Rotating Tower (Drop Tower)
3	Ferris wheel
4	Swinging Chair
5	Pirate Ship
6	Self-controlled aircraft
7	Luxury Carousel
8	Bumper cars without skynet
9	Space Rover
10	Disco Turntable
11	Spacewalk
12	fishing
13	Haunted House
14	Dormitory, ticket office + office
15	door*
16	Transformer Capacitance Enhancement
17	Site construction ground cost
18	Venue painting
19	cable

Party A (Seal): /s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Party B (Seal): /s/ Ningde City Xiapu County Haoyu Amusement Co., Ltd.

Confirmation Date: March 30, 2026

Asset Acquisition Agreement

Party A (Acquiring Party): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Unified Social Credit Code:

Party B (Transferor): Fengcheng Nami Cultural Tourism Technology Co., Ltd.

Unified Social Credit Code:

Given:

1. Party B legally owns all the subject assets and related rights stipulated in this Agreement, and there are no defects in title to such assets (including but not limited to mortgages, pledges, seizures, freezes, guarantees, ownership disputes, etc.). Party B has the right to transfer such assets in accordance with the law.
 2. Party B has issued an "Asset Appraisal Report" for the assets to be transferred, and Party A has reviewed and approved the appraisal results and all contents of the report.
 3. Party A intends to acquire the target assets owned by Party B as stipulated in this Agreement, and Party B agrees to transfer the target assets to Party A in accordance with the conditions stipulated in this Agreement. After friendly consultation, both parties, based on the principles of equality, voluntariness, fairness, good faith, and equivalent compensation, have reached the following agreement on the acquisition of assets, which shall be jointly observed.
- Article 1 Target Assets

1.1 The target assets of this acquisition are all assets legally owned by Party B (for details, please refer to Annex 1, "List of Target Assets"), including but not limited to fixed assets, intangible assets, current assets (such as inventory, accounts receivable, etc.) and all rights and interests related to such assets (excluding Party B's external debts and contingent liabilities, which shall be borne by Party B).

1.2 The quantity, quality, specifications, ownership status, etc. of the target assets shall be based on the "Asset Appraisal Report" and the attached "List of Target Assets" issued by Party B. Party A has fully understood and verified the target assets and voluntarily acquires such assets in accordance with the provisions of this Agreement, and will not raise any objections due to the actual condition of the target assets (if consistent with the "Asset Appraisal Report").

1.3 Party B warrants that the target assets are free from any undisclosed defects in title, mortgages, pledges, seizures, freezes, or other restrictions on transfer, and that there are no third-party claims, ownership disputes, lawsuits, arbitrations, or other conflicts. If any of the above situations exist, Party B shall bear full responsibility and compensate Party A for all losses suffered as a result.

Article 2 Valuation Report and Acquisition Price

2.1 Party B has issued an “Asset Appraisal Report” for the target assets. The report is true, legal, and valid, and can objectively reflect the actual value of the target assets.

2.2 Party A acknowledges the valuation conclusion of the “Asset Appraisal Report”, and both parties confirm that the total acquisition price of the target assets is RMB 103,199,777.22 (in words: One Hundred and Three Million One Hundred and Ninety-Nine Thousand Seven Hundred and Seventy-Seven Yuan and Twenty-Two Fen).

2.3 The acquisition price is a fixed price, and Party A shall not be required to pay any other fees to Party B. All expenses related to this asset acquisition (including but not limited to appraisal fees, handling fees, etc.) shall be borne by Party B.

Article 3 Payment Method

3.1 Payment Terms: Party A shall pay the full purchase price to Party B in one lump sum within 5 working days from the date of signing this Agreement.

3.2 Party B’s account information:

Opening Bank: Ganzhou Bank

Bank account number: 2877000103010002816

Account Name: Fengcheng Nami Cultural Tourism Technology Co., Ltd.

3.3 If Party A fails to pay the full purchase price within 5 working days from the date of signing this Agreement as stipulated in this Agreement, Party A shall pay Party B a penalty of 0.5% of the overdue amount for each day of delay; if the delay exceeds 15 working days, Party B shall have the right to unilaterally terminate this Agreement, and any payments already made by Party A (if any) shall not be refunded. At the same time, Party A shall compensate Party B for all losses suffered as a result, and Party B shall also have the right to demand that Party A continue to fulfill its payment obligations.

Article 4 Asset Transfer

4.1 Handover period: Both parties shall complete the handover of all target assets within 10 working days after the signing and entry into force of this agreement.

4.2 Handover Contents: Party B shall deliver all physical assets, ownership certificates, technical documents, financial documents, and related rights certificates of the target assets to Party A. After both parties jointly verify the quantity and quality of the target assets, they shall sign an “Asset Handover Confirmation”. On the date of signing this confirmation, the ownership, related rights, and risk of loss of the target assets shall be formally transferred to Party A.

4.3 Change of Ownership: If the target assets require change of ownership registration (such as real estate, intellectual property rights, etc.), Party B shall assist Party A in handling the registration within 5 working days after the handover is completed, and the relevant expenses shall be borne by Party B; if the change of ownership registration cannot be handled or is delayed due to Party B’s reasons, Party B shall bear the liability for breach of contract.

Article 5 Rights and Obligations of Both Parties

5.1 Rights and Obligations of Party A

- (1) The party has the right to receive the target assets and related materials on time in accordance with the provisions of this Agreement, and to enjoy the ownership and related rights of the target assets;
- (2) The purchase price shall be paid to Party B in accordance with the terms and amount stipulated in this Agreement;
- (3) Cooperate with Party B to complete the handover of the target assets and the registration of ownership change (if necessary), and provide necessary assistance;
- (4) After receiving the target assets, the party shall be responsible for the management and maintenance of the target assets and bear the related expenses;
- (5) The other party shall not disclose the other party's trade secrets, financial information and the contents of this Agreement (unless otherwise agreed in writing by the other party).

5.2 Rights and Obligations of Party B

- (1) The right to receive the acquisition price on time in accordance with the provisions of this Agreement;
- (2) Guarantee that the ownership of the target assets is legal and clear, and that there are no defects in rights or undisclosed disputes, and guarantee that the Asset Appraisal Report and related materials provided are true, legal and valid;
- (3) In accordance with the provisions of this Agreement, the transfer of the target assets shall be completed on time, and all ownership certificates, technical data, financial data, etc. of the target assets shall be provided;
- (4) Assist Party A in handling the registration procedures for the change of ownership of the target assets (if necessary) and provide necessary cooperation and support;
- (5) Before the handover is completed, the target assets shall be properly kept and shall not be disposed of or damaged without authorization, nor shall any defects of the target assets be concealed.
- (6) Bear the risks, losses and related expenses of the target assets before the handover is completed, and bear all debts, taxes and related legal liabilities incurred before the transfer of the target assets;
- (7) The other party shall not disclose the trade secrets of Party A or the contents of this Agreement (except with the written consent of Party A).

Article 7 Liability for Breach of Contract

7.1 If Party A fails to pay the acquisition price as stipulated in this Agreement, Party A shall pay Party B a penalty of 0.5% of the overdue amount for each day of delay; if the delay exceeds 15 working days, Party B shall have the right to terminate this Agreement, confiscate any payments already made by Party A (if any) and demand compensation from Party A for losses.

7.2 If Party B breaches this Agreement, causing Party A to be unable to enjoy ownership and related rights of the target assets, Party A shall have the right to terminate this Agreement, and Party B shall return double the amount already paid by Party A (if any) and compensate Party A for all losses.

7.3 If either party breaches its confidentiality obligations and discloses the other party's relevant information, resulting in losses, it shall compensate the other party for all losses suffered as a result.

7.4 If either party breaches any other provision of this Agreement, it shall bear the corresponding liability for breach of contract and compensate the other party for all losses suffered as a result.

Article 8 Confidentiality Clause

8.1 All trade secrets, financial information, technical data, target asset information, and contents of this Agreement that the parties become aware of during the signing and performance of this Agreement shall be considered confidential information.

8.2 Both parties shall take reasonable confidentiality measures and shall not disclose the aforementioned confidential information to any third party unless required by law, required by government departments, or with the other party's written consent.

8.3 This confidentiality clause shall remain in effect for three years after the termination of this Agreement. If either party breaches this confidentiality clause, it shall bear the corresponding liability for breach of contract and compensate the other party for all losses.

Article 9 Force Majeure

9.1 Force majeure as used in this Agreement means objective circumstances that are unforeseeable, unavoidable and insurmountable, including but not limited to earthquakes, floods, fires, typhoons, wars, and policy adjustments.

9.2 If this Agreement cannot be performed or is delayed due to force majeure, the party encountering the force majeure shall promptly notify the other party and provide relevant supporting documents within 3 working days after the occurrence of the force majeure. The parties may, based on the impact of the force majeure, negotiate to decide on partial performance, delayed performance or termination of this Agreement, without incurring any liability for breach of contract (but shall endeavor to minimize losses).

Article 10 Dispute Resolution

10.1 Any dispute arising during the performance of this Agreement shall first be settled amicably through negotiation between the parties; if the negotiation fails, either party shall have the right to file a lawsuit with the People's Court at the location of Party A.

10.2 During the dispute resolution process, the parties shall continue to perform all other provisions of this Agreement except for the disputed matters.

Article 11 Other

11.1 For any matters not covered in this Agreement, the parties may enter into a supplementary agreement, which shall have the same legal effect as this Agreement; in the event of any inconsistency between the supplementary agreement and this Agreement, the supplementary agreement shall prevail.

11.2 This agreement shall come into effect on the date of signature and seal by both parties. It is made in four copies, with two copies held by Party A and two copies held by Party B, all of which have equal legal effect.

11.3 Both parties confirm that the date of signing this Agreement is March 30 , 2026 , and that the contact address and contact information of both parties are as stipulated in this Agreement. If either party changes its contact address or contact information, it shall notify the other party in writing three working days in advance; otherwise, the party making the change shall bear the adverse consequences arising therefrom.

(The following is intentionally left blank)

Party A (Seal): Fuzhou Golden Carnival Cultural Development Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Signing Date: March 30, 2026

Party B (Seal): Fengcheng Nami Cultural Tourism Technology Co., Ltd.

Legal Representative/Authorized Representative (Signature):

/s/ Fengcheng Nami Cultural Tourism Technology Co., Ltd.

Signing Date: March 30, 2026

Appendix 1: List of Target Assets

Serial Number	Equipment Name	Specifications and Models	Serial Number	Equipment Number	Equipment Name
1	BMW Flying Car	1 unit	25	Management Office	
2	Giant Swing		26	door	
3	Children's go-karts	10 units (FS-TLW)	27	amusement park entrance	
4	Flying Tiger Cavalry	8 seats	28	Balance	
5	Crazy Mouse	5 vehicles	29	Butterfly Cave	
6	Rooster Roller	6 units	30	Butterfly Swing	
7	Haunted House	1 seat	31	Parent-child circular track trolley	
8	Pirate Ship		32	round swing	
9	Motorbike boy	6 seats	33	Space Climbing	
10	Battle on Shark Island	12 units, 24 seats	34	Shuizhai District	
11	Little Firefighters	8 units	35	Expansion equipment	
12	Happy Farm	6 units	36	Crescent Swing	
13	Circular sports car	12 units	37	Water surface expansion	
14	Ice rink	450 square meters	38	Four-person turn	
15	Ferris wheel	24 warehouses, 42 meters	39	Top Scholar Castle	
16	Bumper cars	11 units	40	swivel chair	
17	gunfire	12 guns	41	rocking chair	
18	Four-person electric boat	30 units	42	Rainbow Slide	
19	Space Odyssey		43	Rainbow Bouncy Cloud	
20	Interstellar Ball Sprayer	7 units	44	Skating World	
twenty one	Carousel	24 seats	45	Wooden swing	
twenty two	Rotating Tower	25 meters high, 1 set of 16 seats	46	Three people dribble in circles	
twenty three	Swinging Chair		47	Jungle Adventure	
twenty four	Self-controlled aircraft	12 seats	48	Light-up swing	
			49	Cherry Blossom Swing	
			50	geogyrometer	

Party A (Seal): /s/ Fuzhou Golden Carnival Cultural Development Co., Ltd.

Party B (Seal): /s/ Fengcheng Nami Cultural Tourism Technology Co., Ltd.

Confirmation Date: March 30, 2026