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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)\*

**Highest Performances Holdings Inc.**

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(Name of Issuer)

**Class A ordinary share, par value \$0.001 per sha**

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(Title of Class of Securities)

**69373Y109**

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(CUSIP Number)

**Sea Synergy Limited**  
c/o Yinan Hu, 60/F, Pearl River Tower, No. 15 West Zhujiang Road  
Guangzhou, F4, 510623  
86-20-83886888

**Summer Day Limited**  
c/o Yinan Hu, 60/F, Pearl River Tower, No. 15 West Zhujiang Road  
Guangzhou, F4, 510623  
86-20-83886888

**Yinan Hu**  
60/F, Pearl River Tower, No. 15 West Zhujiang Road  
Guangzhou, F4, 510623  
86-20-83886888

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**01/02/2025**

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(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No. 69373Y109

1 Name of reporting person  
Sea Synergy Limited  
Check the appropriate box if a member of a Group (See Instructions)

2  (a)  
 (b)

3 SEC use only  
Source of funds (See Instructions)

4 PF  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 VIRGIN ISLANDS, BRITISH  
Sole Voting Power

7 0.00  
Number of Shares Beneficially Owned by Each Reporting Person With:

8 494,849,055.00  
Shared Voting Power

9 0.00  
Sole Dispositive Power

10 494,849,055.00  
Shared Dispositive Power

11 Aggregate amount beneficially owned by each reporting person  
494,849,055.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13   
Percent of class represented by amount in Row (11)  
36.05 %

14 Type of Reporting Person (See Instructions)  
CO

**Comment** Note to Row 8, 10 and 11: Includes (i) 94,849,055 Class A ordinary shares, par value \$0.001 per share, of Highest for Type Performances Holdings Inc. (the "Issuer") held by Sea Synergy Limited, and (ii) 400,000,000 Class B ordinary shares, of par value \$0.001 per share, of Issuer held by Sea Synergy Limited. Note to Row 13 Based on 1,372,547,538 ordinary Reporting shares, comprising of 372,547,538 Class A ordinary shares and 1,000,000,000 Class B ordinary shares, of the Issuer Person: outstanding as of January 2, 2025 according to records of the Issuer.

SCHEDULE 13D

CUSIP No. 69373Y109

1 Name of reporting person

Summer Day Limited

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

PF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

VIRGIN ISLANDS, BRITISH

Sole Voting Power

7

0.00

Number of  
Shares

Shared Voting Power

Beneficially 8

Owned by

494,849,055.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

494,849,055.00

Aggregate amount beneficially owned by each reporting person

11

494,849,055.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

36.05 %

Type of Reporting Person (See Instructions)

14

CO

**Comment for Type of Reporting Person:** Note to Row 8, 10 and 11: Includes (i) 94,849,055 Class A ordinary shares, par value \$0.001 per share, of Issuer held by Sea Synergy Limited, and (ii) 400,000,000 Class B ordinary shares, par value \$0.001 per share, of Issuer held by Sea Synergy Limited. Note to Row 13 Based on 1,372,547,538 ordinary shares, comprising of 372,547,538 Class A ordinary shares and 1,000,000,000 Class B ordinary shares, of the Issuer outstanding as of January 2, 2025 according to records of the Issuer.

## SCHEDULE 13D

**CUSIP No.** 69373Y109

Name of reporting person

1

Yinan Hu

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

4

Source of funds (See Instructions)

PF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5



Citizenship or place of organization

6

CHINA

Sole Voting Power

7

0.00

Number of  
Shares

Shared Voting Power

Beneficially 8

Owned by

494,849,055.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

494,849,055.00

Aggregate amount beneficially owned by each reporting person

11

494,849,055.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12



Percent of class represented by amount in Row (11)

13

36.05 %

Type of Reporting Person (See Instructions)

14

IN

**Comment for Type of Reporting Person:** Note to Row 8, 10 and 11: Includes (i) 94,849,055 Class A ordinary shares, par value \$0.001 per share, of Issuer held by Sea Synergy Limited, and (ii) 400,000,000 Class B ordinary shares, par value \$0.001 per share, of Issuer held by Sea Synergy Limited. Note to Row 13 Based on 1,372,547,538 ordinary shares, comprising of 372,547,538 Class A ordinary shares and 1,000,000,000 Class B ordinary shares, of the Issuer outstanding as of January 2, 2025 according to records of the Issuer.

## SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Class A ordinary share, par value \$0.001 per sha

Name of Issuer:

(b)

Highest Performances Holdings Inc.

Address of Issuer's Principal Executive Offices:

(c)

61F, Pearl River Tower, No. 15 West Zhujiang Road, Tianhe, Guangdong, CHINA , 510623.

Item 2. Identity and Background

This Schedule 13D is being filed by Sea Synergy Limited ("Sea Synergy"), Summer Day Limited ("Summer Day") and Yinan Hu (collectively, the "Reporting Persons") pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Sea Synergy and Summer Day are both limited liability companies. Sea Synergy is wholly owned by Summer Day, which in turn is wholly owned by Mr. Yinan Hu.

(a)

The business address of the Reporting Persons is 60/F, Pearl River Tower, No. 15 West Zhujiang Road, Guangzhou, 510623.

(b)

(c)

Mr. Hu serves as Chief Executive Officer of the Issuer and vice-chairman of the Issuer's board of directors. Mr. Hu serves as a Director of both Sea Synergy and Summer Day. Sea Synergy and Summer Da are limited liability

companies without any substantive operations.

(d) During the last five years, the Reporting Persons have not been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Persons have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Hu is a PRC citizen. Sea Synergy and Summer Day are both exempt company with limited liability incorporated under the laws of British Virgin Island.

#### Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Items 2, Item 4 and Item 6 is hereby incorporated by reference into this Item 3. On December 30, 2024, Sea Synergy entered into a share subscription agreement (the "Agreement") with the Issuer. Pursuant to the Agreement, the Issuer agreed to issue to Sea Synergy 400,000,000 Class B ordinary shares of the Issuer (the "Subscription Shares"), at a price of US\$0.001 per Subscription Share, for a total consideration of US\$400,000. The share issuance was completed on January 2, 2025, following which Sea Synergy and Mr. Yinan Hu hold approximately 36.05% of the aggregate issued and outstanding Ordinary Shares and 39.95% of the voting power of the Issuer. Such transaction was funded by Mr. Yinan Hu's personal funds.

#### Item 4. Purpose of Transaction

The Reporting Persons acquired beneficial ownership of the Ordinary Shares as described in this Schedule 13D for long-term strategic investment purposes. Mr. Yinan Hu currently serves as vice chairman and chief executive officer of the Issuer. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Each Reporting Person may in the future take such actions with respect to its investment in the Issuer as it deems appropriate, including changing its current intentions, with respect to any or all matters required to be disclosed in this Schedule 13D, depending on various factors, including but not limited to the Issuer's business, prospects, financial position and strategic direction, price levels of the ADSs, conditions in the securities markets, and general economic and industry conditions. Consistent with the Reporting Persons' investment purposes, the Reporting Persons may engage in communications with, without limitation, one or more shareholders of the Issuer, management of the Issuer or one or more members of the board of directors of the Issuer, and may make suggestions concerning the Issuer's operations, prospects, business and financial strategies, strategic direction and transactions, assets and liabilities, business and financing alternatives and such other matters as the Reporting Persons may deem relevant to their investment in the Ordinary Shares. The Reporting Persons expect that they will, from time to time, review their investment position in the Issuer and may make additional purchases of Ordinary Shares (or other securities convertible or exercisable into Ordinary Shares) in the open market or in privately negotiated transactions, or hold or dispose of all or part of their investments in the Ordinary Shares, depending upon the Reporting Persons' evaluation of the Issuer's business, prospects, financial condition and strategic direction, the market for the ADSs, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Except as set forth in this Items 3, 4 and 6 below, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act.

#### Item 5. Interest in Securities of the Issuer

The aggregate number of ordinary shares beneficially owned by the Reporting Persons is 494,849,055, representing 94,849,055 Class A ordinary shares and 400,000,000 Class B ordinary shares directly held by Sea Synergy which is 100% held by Summer Day. Summer Day is 100% held by Mr. Yinan Hu. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, Summer Day Limited and Mr. Hu may be deemed to beneficially own all of the Ordinary Shares of the Issuer held by Sea Synergy. This does not include the equity interests held by Mr. Hu through Kingsford Resources Limited ("Kingsford"). Kingsford is the holder of record of 19,626,050 Class A Ordinary Shares of the Issuer, which is wholly owned by Better Rise Investments Limited ("Better Rise"). 27.16% of the total outstanding shares of Better Rise are held by Mr. Hu. The Reporting Persons' aggregate percentage of beneficial ownership is 36.05%, representing 39.95% of the voting power of the Issuer. Percentage of beneficial ownership of Reporting Persons is based on 1,372,547,538 ordinary shares comprising of 372,547,538 Class A ordinary shares and 1,000,000,000 Class B ordinary shares outstanding as of January 2, 2025 according to records of the Issuer. Each Class A ordinary share is entitled to one (1) vote while each Class B ordinary share is entitled to one hundred (100) votes on any and all matters submitted for a vote.

(a) Each of the Reporting Persons has shared voting and dispositive power over the ordinary shares of reported in this Schedule 13D.

(b) During the 60 days preceding the filing of this Schedule 13D, none of the Reporting Persons and, to their knowledge, none of the director and officer of the Reporting Persons has effected any transactions in the Ordinary Shares of the Issuer except as reported herein.

(c) To the best knowledge of the Reporting Persons, except for the agreement described in this Schedule 13D, no one other than the Reporting Persons, or the holders of interests in the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares of the Issuer that they beneficially own.

(d) Not applicable.

#### Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 3, Item 4 and Item 5 of this Schedule 13D/A is incorporated by reference. Except as described above or elsewhere in this Statement or incorporated by reference in this Statement, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Person and between the Reporting Persons and any person with respect to any securities of the Company, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1: Joint Filing Agreement dated January 5, 2024 by and between the Reporting Persons Exhibit 2: List of directors and executive officers of (i) Sea Synergy and (ii) Summer Day (filed herewith) Exhibit 3: Share Subscription Agreement, made between Highest Performances Holdings Inc. and Sea Synergy Limited

#### SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Sea Synergy Limited

Signature: /s/ Yinan Hu  
Name/Title: Yinan Hu, Director  
Date: 01/06/2025

Summer Day Limited

Signature: /s/ Yinan Hu  
Name/Title: Yinan Hu, Director  
Date: 01/06/2025

Yinan Hu

Signature: /s/ Yinan Hu  
Name/Title: Yinan Hu  
Date: 01/06/2025

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, each of the undersigned parties hereby agrees to file jointly the statement on Schedule 13D (including any amendments thereto) with respect to the Ordinary Shares, par value \$0.001 per share, of Highest Performances Holdings Inc.

It is understood and agreed that each of the parties hereto is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of information concerning such party contained therein, but such party is not responsible for the completeness and accuracy of information concerning another party unless such party knows or has reason to believe such information is inaccurate. It is understood and agreed that a copy of this agreement shall be attached as an exhibit to the statement on Schedule 13D, and any amendments thereto, filed on behalf of the parties hereto.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Remainder of this page has been left intentionally blank.]

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**Signature Page**

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of January 6, 2025.

SEA SYNERGY

By: /s/ Yinan Hu

Name: Yinan Hu

Title: Director

SUMMER DAY

By: /s/ Yinan Hu

Name: Yinan Hu

Title: Director

YINAN HU

/s/ Yinan Hu

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**DIRECTORS AND EXECUTIVE OFFICERS OF SEA SYNERGY LIMITED  
PERSONS CONTROLLING SEA SYNERGY LIMITED**

The name, business address, present principal employment and citizenship of the sole director of Sea Synergy Limited are set forth below.

| <b>Name</b> | <b>Business Address</b>   | <b>Present Principal Employment</b>  | <b>Citizenship</b> |
|-------------|---|--|--------------------|
| Yinan Hu    | 60/F, Pearl River Tower<br>No. 15 West Zhujiang Road<br>Guangzhou, Guangdong 510623<br>People's Republic of China | Vice Chairman of Board of Directors<br>and Chief Executive Officer of the<br>Issuer and AIX Inc. | China              |

Sea Synergy is 100% held by Summer Day which is 100% owned by Mr. Yinan Hu. Mr. Hu is the sole director of Sea Synergy Limited. (See above for the information on Mr. Yinan Hu.)

**DIRECTORS AND EXECUTIVE OFFICERS OF SUMMER DAY LIMITED  
PERSONS CONTROLLING SUMMER DAY LIMITED**

The name, business address, present principal employment and citizenship of the sole director of Summer Day are set forth below.

| <b>Name</b> | <b>Business Address</b>   | <b>Present Principal Employment</b>  | <b>Citizenship</b> |
|-------------|---|--|--------------------|
| Yinan Hu    | 60/F, Pearl River Tower<br>No. 15 West Zhujiang Road<br>Guangzhou, Guangdong 510623<br>People's Republic of China | Vice Chairman of Board of Directors<br>and Chief Executive Officer of the<br>Issuer and AIX Inc. | China              |

Summer Day is 100% held by Mr. Hu. Mr. Hu is the sole director of Summer Day. (See above for the information on Mr. Yinan Hu.)

## SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on December 30, 2024 between the following parties:

- (1) Sea Synergy Limited, a company duly incorporated and validly existing under the laws of the British Virgin Islands (the "**Subscriber**"); and
- (2) Highest Performances Holdings Inc., an exempt company with limited liability incorporated under the laws of Cayman Islands (Nasdaq: HPH) (the "**Company**").

The Subscriber and the Company are collectively referred to as the "**Parties**" and each a "**Party**."

### 1. SHARE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 400,000,000 class B ordinary shares of par value of US\$0.001 each in the share capital of the Company (the "**Subscription Shares**"), together with all rights, privilege and restrictions now and hereafter attaching thereto, with the consideration as set forth in Clause 3.

1.2 At the Closing, (i) the Subscriber shall deliver the Purchase Price as defined in Section 3.1 to the Company by wire transfer in immediately available funds, and (ii) the Company shall deliver or cause to be delivered to the Subscriber one or more certificates in definitive form for the Subscription Shares, in such denomination or denominations and registered in such name or names (each, a "Designated Party") as the Subscriber requests upon notice to the Company at least two Business Days prior to the Closing Date.

### 2. CONDITION PRECEDENT

2.1 Payment of the consideration for the Subscription Shares by the Subscriber shall be conditional upon the completion of the issuance and allotment of the Subscription Shares to the Subscriber in accordance with Clause 1 ("**Condition Precedent**").

### 3. CONSIDERATION

3.1 The Parties agree that the total consideration of the Subscription Shares shall be US\$0.001 per Subscription Share and US\$400,000 in total payable by the Subscriber to a bank account designated by the Company. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber. The consideration for the Subscription Shares shall be paid within fifteen(15) business days upon the satisfaction of the Condition Precedent.

3.2 Any taxation and governmental charges in connection with the issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

### 4. THE SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

4.1 It is incorporated and validly existing under the applicable law and has the right to execute this Agreement.

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4.2 It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscriber legally own the Subscription Shares.

4.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

#### 5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Subscriber:

5.1 It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.

5.2 It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.

5.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5.4 The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:

5.4.1 result in a breach of any provision of its articles of association or any other constitutional document; and

5.4.2 result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

#### 6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

#### 7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

#### 8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

## 9. COSTS AND CHARGES

Unless otherwise provided in this Agreement or agreed in writing by the Parties to this Agreement, each Party shall bear its own costs incurred by it in relation to the execution and implementation of this Agreement (including without limitation legal fees).

## 10. NOTICES

All notices shall be delivered either by hand, registered airmail or email to the following addresses (as the case may be):

Subscriber: Sea Synergy Limited  
Address: Vistra Corporate Services Centre ,Wickhams Cay II ,Road Town, Tortola VG1110, British Virgin Islands  
Email: huyinan@puyiwm.com  
Attention : Yinan Hu

Company: Highest Performances Holdings Inc.  
Address: 61/F, Pearl River Tower No. 15 West Zhujiang Road  
Guangzhou, Guangdong 510623 People's Republic of China  
Email: yangyuanfen@puyiwm.com  
Attention : Yuanfeng Yang

Notices shall be deemed to have been delivered at the following times:

- i. if by hand, on reaching the designated address subject to proof of delivery;
- ii. if by courier, the fifth business day after the date of dispatch; and
- iii. if by email, based on the date of the email shown in the incoming mailbox.

## 11. LIABILITY FOR BREACH OF AGREEMENT

11.1 If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.

11.2 The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

## 12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1 This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Hong Kong International Arbitration Centre under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force at the date of this Agreement. The arbitration shall be conducted in Chinese.

12.3 The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

## 13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

*(The remainder of this page is intentionally left blank)*

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

**SUBSCRIBER:**

**Sea Synergy Limited**

By: /s/ Yanan Hu

Name: Yanan Hu

Title: Director

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IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

**COMPANY:**

**Highest Performances Holdings Inc.**

By: /s/ Yong Ren

Name: Yong Ren

Title: Director

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