# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

# **SCHEDULE 13D**

Under the Securities Exchange Act of 1934 (Amendment No. 10)\*

# Playtika Holding Corp.

(Name of Issuer)

Common Stock, \$0.01 par value per share (Title of Class of Securities)

72815L 107 (CUSIP Number)

Alpha Frontier Limited c/o Giant Investment Co., Ltd. 988 Zhonkai road Sonjiang District Shanghai, China 200160 86 (21) 3397 9999\*8010

Copies to:

Cai Guangliang
988 Zhonkai road
Sonjiang District Shanghai, China 200160
86 (21) 3397 9999\*8010
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 30, 2023 (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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box  $\Box$ 

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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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1	NAME OF F	REPOI	RTING PERSON			
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Playtika Holding UK II Limited					
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
2		) [	NOT KITTE BOX II A MEMBER OF A GROOT (See Institutions)			
	(a) 🖾 (t	<i>)</i> , ப				
3	SEC USE O	NLY				
4	SOURCE O	F FUN	IDS (See Instructions)			
	OO					
5		JISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
3	CHECK IF I	JISCL	OSURE OF LEGAL PROCEEDINGS IS REQUIRED FORSUANT TO TTEMS 2(u) of 2(e)			
6	CITIZENSH	IP OR	PLACE OF ORGANIZATION			
	England and	Wales				
		7	SOLE VOTING POWER			
N	UMBER OF		None			
SHARES		8	SHARED VOTING POWER			
BENEFICIALLY		8	SHARED VOTING POWER			
OWNED BY						
	EACH		203,138,656			
R	EPORTING	9	SOLE DISPOSITIVE POWER			
10	PERSON					
	WITH		None			
	VV 11111	10	SHARED DISPOSITIVE POWER			
			203,138,656			
11	A CODEC AT	TE AN	IOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
11	AGGREGAI	E AIV	IOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	203,138,656					
12	CHECK IF T	ГНЕ А	GGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13	B PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	TERCENT OF CEROS REFRESENTED BY INDON'T INTO II (11)					
	55.3% (1)					
1.4		CD()P'	TING DEDGON (C., I., J., J., J., J., J., J., J., J., J., J			
14	TYPE OF REPORTING PERSON (See Instructions)					
	CO					

(1) The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1						
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Alpha Frontier Limited					
2	CHECK TH	E API	PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) 🗵 (b	b) [				
3	SEC USE O	NI V				
3	SEC OSE O	NL1				
4	SOURCE O	F FUN	NDS (See Instructions)			
	00					
5		DISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
			(4)			
6	CITIZENSH	IP OF	R PLACE OF ORGANIZATION			
	Cayman Isla	nds				
		7	SOLE VOTING POWER			
N	UMBER OF		Nama			
- '	SHARES	8	None SHARED VOTING POWER			
BENEFICIALLY						
O	OWNED BY EACH		203,138,656			
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON WITH		None			
	VV 1 1 1 1	10	SHARED DISPOSITIVE POWER			
			202 120 (5)			
11	AGGREGAT	ΈAΝ	203,138,656 40UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
4.5	203,138,656					
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)					
13	PERCENT (	F CL	ASS REPRESENTED BY AMOUNT IN ROW (11)			
	55.3% (1)					
14						
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1	NAME OF REPORTING PERSON					
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Shanghai Cibi Business Information Consultancy Co., Ltd.					
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) ⊠ (t	o) 🗆				
3	SEC USE O	TT 37				
3	SEC USE OF	NLY				
4	SOURCE OF	F FUN	NDS (See Instructions)			
	00					
	OO					
5	CHECK IF I	DISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
		ID OF	R PLACE OF ORGANIZATION			
6	CHIZENSH	IP OF	RPLACE OF ORGANIZATION			
	PRC					
		7	SOLE VOTING POWER			
		,	SOLL VOTING TO WER			
N	UMBER OF					
			None			
SHARES		8	SHARED VOTING POWER			
BENEFICIALLY						
O	WNED BY		203,816,766			
	EACH					
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON					
	WITH		None			
	WIIII	10	SHARED DISPOSITIVE POWER			
		10	SILLIED DIO CONTENT			
			203,138,656			
11	AGGREGAT	$E \overline{AN}$	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	203,816,766					
10			GODE CHEE ANOTHER DEPON (41) FUGUIDES GERTADI QUADES (5 L			
12	CHECK IF T	HE A	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13	B PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
13	5 FERCENT OF CLASS REFRESENTED BY AMOUNT IN ROW (11)					
	55.5% (1)					
14	TYPE OF REPORTING PERSON (See Instructions)					
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1						
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Shanghai Juk	cun No	etwork Technology Co., Ltd.			
2						
	(a) 🗵 (b	o) 🗆	, , ,			
3	SEC USE O	VLY				
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4	SOURCEOL	FEIIN	IDS (See Instructions)			
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	OO					
5		NCCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
3	CHECK IF I	JISCL	OSUKE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO TLEMS 2(d) of 2(e)			
		ID OF	PLACE OF ORGANIZATION			
6	CHIZENSH	IP OR	A PLACE OF ORGANIZATION			
	DD C					
	PRC					
		7	SOLE VOTING POWER			
NI	IIMDED OE					
NUMBER OF SHARES			None			
BENEFICIALLY		8	SHARED VOTING POWER			
OWNED BY						
EACH			203,816,766			
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON					
	WITH		None			
		10	SHARED DISPOSITIVE POWER			
			203,138,656			
11	AGGREGAT	EAN	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	203,816,766					
12	CHECK IF T	THE A	GGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	55.5% (1)					
14	. ,	EPOR	TING PERSON (See Instructions)			
- '	11120110					
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1	NAME OF REPORTING PERSON					
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	, , , , , , , , , , , , , , , ,					
	Giant Network Group Co., Ltd.					
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) 🗵 (b	o) 🗆				
3	SEC USE O	NI V				
3	SEC OSE O	I ILI				
4	SOURCE O	F FUN	NDS (See Instructions)			
	WC					
5	CHECK IE I	OISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
J	CHECKILI	J15C1	SOURCE OF ELECTEDINGS IS REQUIRED FORGOTHY FOR TEMPS 2(a) OF 2(c)			
6	CITIZENSH	IP OF	R PLACE OF ORGANIZATION			
	PRC					
		7	SOLE VOTING POWER			
		/	Sole voring rower			
	ID (DED OF					
IN	UMBER OF		None			
SHARES		8	SHARED VOTING POWER			
BENEFICIALLY						
OWNED BY			91,017,877			
	EACH					
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON					
	WITH		None			
	*******	10	SHARED DISPOSITIVE POWER			
			73,789,054			
	A GODEGA					
11	AGGREGAT	EAN	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	91,017,877					
12	CHECK IF T	THE A	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
		_				
1.0						
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	24.8%(1)					
14	· · · · · · · · · · · · · · · · · · ·					
- '	111 L OF KLI OKTINO I EKSON (SEC IIISHUCHOHS)					
	CO					
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1	NAME OF REPORTING PERSON					
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Giant Investi					
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) 🗵 (b	o) 🗆				
3	SEC USE O	NLY				
4	SOURCE OF	F FUN	NDS (See Instructions)			
	00					
5	CHECK IF I	DISCL	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
-	CITIZENCII	ID OF	R PLACE OF ORGANIZATION			
6	CHIZENSH	IP OF	R PLACE OF ORGANIZATION			
	PRC					
	FRC	7	SOLE VOTING POWER			
		/	SOLE VOTING POWER			
N	UMBER OF		None			
SHARES		8	SHARED VOTING POWER			
BENEFICIALLY		o	SHARED VOINGTOWER			
O	OWNED BY		221,045,589			
_	EACH		SOLE DISPOSITIVE POWER			
R	REPORTING		SOLL BISTOSITIVE TO WER			
	PERSON WITH		None			
	WIII	10	SHARED DISPOSITIVE POWER			
			203,138,656			
11	AGGREGAT	EAN	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	221,045,589					
12	CHECK IF T	THE A	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	60.2% (1)					
14	TYPE OF REPORTING PERSON (See Instructions)					
	CO					

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1						
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Shi Yuzhu					
2		E API	PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
-		o) 🗆	No. 14.112 Box II 11.11211BEN 61 11 GROOT (Get Institutions)			
	(u) (t	<i>'',</i>				
3	SEC USE O	NII X/				
3	SEC USE OF	NLY				
4	SOURCE OF	F FUN	NDS (See Instructions)			
	OO					
5	CHECK IF I	DISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
6	CITIZENSH	IP OF	R PLACE OF ORGANIZATION			
-						
	PRC					
	1110	7	SOLE VOTING POWER			
		,	SOLL VOTING TOWER			
N	UMBER OF		Name.			
SHARES		_	None			
BENEFICIALLY		8	SHARED VOTING POWER			
OWNED BY						
EACH			221,045,589			
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON					
	WITH		None			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10	SHARED DISPOSITIVE POWER			
			203,138,656			
11	AGGREGAT	ΈAλ	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
**	1 COLLONI		The state of the s			
	221,045,589					
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)					
12	CHECK IF I	пе Р	AUGREUATE AMOUNT IN ROW (11) EACLUDES CERTAIN STIARES (SEE IIISHUCHOIIS)			
1.0						
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	60.2% (1)					
14	TYPE OF REPORTING PERSON (See Instructions)					
	IN					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1						
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Hazlet Globa	l I im	ited			
2						
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
	(a) ⊠ (b	o) 🗆				
3	SEC USE O	VLY				
	SEC CSE O	121				
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4	SOURCE OF	FFUN	NDS (See Instructions)			
	OO					
5	CHECK IF I	DISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
			2(4) 0. 2(6)			
6	CITIZENSH	IP OF	R PLACE OF ORGANIZATION			
	BVI					
		7	SOLE VOTING POWER			
		/	Sole voring rower			
3 T	ID (DED OF					
NUMBER OF SHARES			None			
		8	SHARED VOTING POWER			
BENEFICIALLY						
OWNED BY			None			
	EACH					
R	EPORTING	9	SOLE DISPOSITIVE POWER			
	PERSON					
	WITH		None			
	*******	10	SHARED DISPOSITIVE POWER			
			40.770.727			
			48,769,736			
11	AGGREGAT	E AN	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	48,769,736					
12		THE A	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
12	CHECKII	IIL F	ACCRECATE ALL CONTROL (11) EXCECUTES CERTAIN STATES (See Institutions)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
	13.3%(1)					
1.4		EDOP	TING DED COM (Co. Lectrosticae)			
14	TYPE OF REPORTING PERSON (See Instructions)					
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1	NAME OF REPORTING PERSON					
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	Equal Sino Limited					
2			PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)			
		o) 🗆				
3	SEC USE O	NLY				
	SEC CSE O	121				
4	SOLIDCE OF	CEIN	NDS (See Instructions)			
4	SOURCE OF	FUI	NDS (See Instructions)			
	OO					
-		NICCI	OCURE OF LEGAL PROCEEDINGS IS DECLUDED DURGUANT TO ITEMS A(1)			
5	CHECK IF I	JISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
		TD 07	N. A. CE. OF OR CANUTATION			
6	CITIZENSH	IP OF	R PLACE OF ORGANIZATION			
	BVI					
		7	SOLE VOTING POWER			
	IN IDED OF					
N	UMBER OF		None			
SHARES		8	SHARED VOTING POWER			
BENEFICIALLY						
U	OWNED BY		None			
D	EACH REPORTING		SOLE DISPOSITIVE POWER			
K	PERSON					
	WITH		None			
	WIIII	10	SHARED DISPOSITIVE POWER			
			48,769,736			
11	AGGREGAT	EAN	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
-						
	48,769,736					
12		THE A	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
			(1) 2122222 (212222222222222222222222222			
13						
13	J LECTIVI OF CLASS KLI KESENTED DI AMMOUNT IN KOW (11)					
	13.3%(1)					
14	` '	ED()D	TING DEDSON (See Instructions)			
14	TYPE OF REPORTING PERSON (See Instructions)					
	CO					
	CO					

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)				
2	Jing Shi	EADI	PROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)		
2		E AFI b) □	ROFRIATE BOX IF A MEMBER OF A GROUF (See HISH dections)		
	(*) = (	·, _			
3	SEC USE O	NLY			
4	SOURCE O	F FUN	NDS (See Instructions)		
	00				
5		DISCI	OSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		
6	CITIZENSH	IIP OF	R PLACE OF ORGANIZATION		
	Singapore				
	<i>S</i>	7	SOLE VOTING POWER		
N	UMBER OF SHARES		None		
BEI	NEFICIALLY	8	SHARED VOTING POWER		
О	WNED BY		None		
D	EACH EPORTING	9	SOLE DISPOSITIVE POWER		
	PERSON				
	WITH		None		
		10	SHARED DISPOSITIVE POWER		
			48,769,736		
11	AGGREGAT	ΓΕ ΑΝ	MOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
10	48,769,736				
12	CHECK IF	THE P	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)				
	12.20((1)				
1.4	13.3%(1)	EDOB	TING DED COM (Can Instructions)		
14	TYPE OF REPORTING PERSON (See Instructions)				
	IN				

<sup>(1)</sup> The percentage of shares of common stock beneficially owned by the Reporting Persons as of the date of this Schedule 13D is based on 367,227,554 outstanding common stock as disclosed by the Issuer as of November 3, 2023 in its Quarterly Report on Form 10-Q, as filed with the SEC on November 8, 2023.

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This Amendment No. 10 supplements and amends the Schedule 13D filed on April 6, 2021, the Schedule 13D/A filed on May 11, 2021, the Schedule 13D/A filed on May 11, 2021, the Schedule 13D/A filed on January 24, 2022, the Schedule 13D/A filed on February 25, 2022, the Schedule 13D/A filed on June 28, 2022, the Schedule 13D/A filed on August 24, 2022, the Schedule 13D/A filed on October 24, 2022, the Schedule 13D/A filed on December 5, 2022 and the Schedule 13D/A filed on January 3, 2023 by the Reporting Persons (as defined below) (as so amended, the "*Schedule 13D*"), relating to the common stock, par value \$0.01 per share ("*Shares*"), of Playtika Holding, Corp., a Delaware corporation (the "*Issuer*" or "*Playtika*"). Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 10 shall have the same meanings herein as are ascribed to such terms in the Schedule 13D.

This Amendment No. 10 is being filed by:

- i. Playtika Holding UK II Limited ("PHUKII");
- ii. Alpha Frontier Limited ("Alpha");
- iii. Shanghai Cibi Business Information Consultancy Co., Ltd ("Shanghai Cibi");
- iv. Shanghai Jukun Network Technology Co., Limited. ("Shanghai Jukun");
- v. Giant Network Group Co., Limited ("Giant");
- vi. Giant Investment Co., Limited ("Giant Investment");
- vii. Shi Yuzhu;
- viii. Hazlet Global Limited ("Hazlet");
- ix. Equal Sino Limited ("Equal Sino"); and
- x. Jing Shi (each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons").

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

#### **Share Purchase Agreement**

On December 30, 2023, Alpha entered into a Stock Purchase Agreement with Hazlet (the "Stock Purchase Agreement") attached hereto as Exhibit 99.1. Pursuant to the Stock Purchase Agreement, Alpha has agreed to purchase 18,877,659 shares of common stock of Playtika (the "Transferred Shares") from Hazlet at an aggregate purchase price of \$203,878,717.20, or \$10.80 per share, subject to adjustment upon certain future transactions in the Transferred Shares by Alpha or PHUKII. This description of the Stock Purchase Agreement does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Stock Purchase Agreement, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

Further, on December 30, 2023, Alpha further transferred the Tranferred Shares to PHUKII, Alpha's wholly-owned subsidiary.

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Item 7. Material to be Filed as Exhibits

**Exhibit** Description

99.1 Stock Purchase Agreement, dated December 30, 2023

#### **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.

Dated: January 3, 2024

# PLAYTIKA HOLDING UK II LIMITED

By: /s/ Tian Lin
Name: Tian Lin
Director

/s/ Yu Du

Name: Yu Du
Title: Director

By:

#### ALPHA FRONTIER LIMITED

By: /s/ Lu Zhang
Name: Lu Zhang
Title: Director

# SHANGHAI CIBI BUSINESS INFORMATION CONSULTANCY CO., LIMITED

By: /s/ Fei Yongjun
Name: Fei Yongjun

Title: Legal Representative & Authorized Signatory

# SHANGHAI JUKUN NETWORK TECHNOLOGY COMPANY LIMITED

By: /s/ Fei Yongjun
Name: Fei Yongjun

Title: Legal Representative & Authorized Signatory

# GIANT NETWORK GROUP COMPANY LIMITED

By: /s/ Liu Wei

Name: Liu Wei

Title: Director & Authorized Signatory

# GIANT INVESTMENT COMPANY LIMITED

By: /s/ Shi Yuzhu
Name: Shi Yuzhu

Title: Director & Authorized Signatory

# SHI YUZHU

/s/ Shi Yuzhu

# HAZLET GLOBAL LIMITED

By: /s/ Wang Ruofei
Name: Wang Ruofei
Title: Director

# **EQUAL SINO LIMITED**

By: /s/ Wang Ruofei
Name: Wang Ruofei
Title: Director

# JING SHI

/s/ Jing Shi

#### STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "<u>Agreement</u>"), dated as of December 30, 2023, is entered into by and among Alpha Frontier Limited, an exempted company organized under the laws of the Cayman Islands ("<u>Purchaser</u>") and Hazlet Global Limited, a company organized under the laws of the British Virgin Islands ("<u>Seller</u>").

#### RECITALS

WHEREAS, Seller owns 18,877,659 shares (the "Shares") of common stock of Playtika Holding Corp., a Delaware corporation (the "Company"), par value US\$0.01 per share.

WHEREAS, Seller desires to sell all of the Shares to Purchaser, and Purchaser desires to acquire all of the Shares from Seller, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### ARTICLE I DEFINITIONS

Section 1.01 <u>Certain Defined Terms</u>. As used herein, the following terms have the following meanings:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Agreement" has the meaning set forth in the Preamble.

"Closing" has the meaning set forth in Section 2.03(a).

"Company" has the meaning set forth in the Recitals.

"Contribution Agreement" has the meaning set forth in Section 2.02.

"Governmental Authority" means any federal, national, state, local or other government, any governmental, regulatory or administrative authority, agency or commission, or any court, tribunal or judicial or arbitral body.

"Per Share Price" has the meaning set forth in Section 2.01.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

"PHUKII" has the meaning set forth in Section 2.02.

- "Purchase Price" has the meaning set forth in Section 2.01.
- "Purchaser" has the meaning set forth in the Preamble.
- "Seller" has the meaning set forth in the Preamble.
- "Shares" has the meaning set forth in the Recitals.
- "Transactions" means the transactions contemplated by this Agreement.
- Section 1.02 <u>Interpretation and Rules of Construction</u>. In this Agreement, except as otherwise provided:
- (a) the headings in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
- (b) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement;
- (c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";
- (d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
  - (e) any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders;
  - (f) references to a Person are also to its successors and permitted assigns; and
- (g) references to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

#### ARTICLE II PURCHASE AND SALE

Section 2.01 <u>Purchase and Sale of Shares</u>. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all right, title and interest in and to all of the Shares, free and clear of any encumbrance, in consideration for Purchaser's payment to Seller of an aggregate purchase price equal to US\$203,878,717.20 (the "<u>Purchase Price</u>"), representing a per share price of US\$10.80 (the "<u>Per Share Price</u>"); <u>provided</u> that such purchase price shall be subject to adjustment pursuant to Section 2.04.

Section 2.02 <u>Subsequent Contribution of Shares</u>. The parties hereto acknowledge and agree that subsequent to the transfer of Shares by Seller to Purchaser pursuant to Section 2.01, Purchaser will further transfer such Shares to Playtika Holding UK II Limited, a company organized under the laws of England and Wales and a wholly owned subsidiary of Purchaser ("PHUKII"), in exchange for equity interests to be issued by PHUKII, pursuant to an agreement to be entered into between Purchaser and PHUKII on or around the date hereof (the "<u>Contribution Agreement</u>"). In order to consummate the transactions contemplated by Sections 2.01 and 2.02 in a more efficient manner, Purchaser may require that the Shares be transferred by Seller to PHUKII directly in satisfaction of Seller's obligations under Section 2.01 and Purchaser's obligation to deliver the Shares to PHUKII under the Contribution Agreement.

#### Section 2.03 Closing.

- (a) The closing of the transactions set forth in Section 2.01 (the "Closing") shall take place remotely via the exchange of documents and signatures on the date hereof.
- (b) At the Closing, Seller shall execute and deliver to Purchaser transfer forms for the transfer of all of the Shares to Purchaser, or, if requested by Purchaser, to PHUKII.
- (c) At the Closing, Seller shall deliver to Purchaser a payment instruction in writing (the "<u>Payment Instruction</u>"), which shall set forth the method of payment and account information for the payment of the Purchase Price.
- (d) At or promptly after the Closing, Purchaser shall pay (or cause to be paid) the Purchase Price in the manner set forth in the Payment Instruction.
- Section 2.04 <u>Adjustment to Purchase Price</u>. Unless otherwise agreed in writing by the parties hereto, the Purchase Price shall be subject to adjustment in accordance with <u>Schedule I</u> hereto.

# ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that:

- Section 3.01 Organization and Authority. Seller is duly organized and validly existing under the laws of the British Virgin Islands. The execution, delivery and performance by Seller of this Agreement have been duly authorized by all requisite action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Purchaser) constitutes legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect affecting creditors' rights generally and general principles of equity.
- Section 3.02 <u>Governmental Authorization</u>. The execution, delivery and performance by Seller of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization, or to make such filing or notification, would not materially and adversely affect the ability of Seller to consummate the Transactions.

Section 3.03 <u>Title</u>. Seller is the owner of, and has good, valid and marketable title to, the Shares, free and clear of any encumbrance, other than any restriction on transfer under applicable securities laws.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that:

Section 4.01 Organization and Authority. Purchaser is duly organized and validly existing under the laws of the Cayman Islands. The execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all requisite action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Seller) constitutes legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect affecting creditors' rights generally and general principles of equity.

Section 4.02 <u>Governmental Authorization</u>. The execution, delivery and performance by Purchaser of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where the failure to obtain such consent, approval, authorization, or to make such filing or notification, would not materially and adversely affect the ability of Purchaser to consummate the Transactions.

#### ARTICLE V GENERAL PROVISIONS

- Section 5.01 <u>Costs and Expenses</u>. Each party hereto shall bear and pay its own costs, fees and expenses incurred in connection with the execution, delivery and performance of this Agreement and the consummation of the Transactions.
- Section 5.02 Severability. If any term or other provision of this Agreement is deemed by any court to be violative of Law or public policy and therefore invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.
- Section 5.03 <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, assigns, heirs, executors and administrators. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

Section 5.04 Amendment; WaiverSection 5.05. This Agreement may be amended, modified or supplemented only by a written instrument duly executed by all parties hereto. The observance of any provision in this Agreement may be waived only by the written consent of the party against whom such waiver is to be effective. No failure or delay on the part of any party to exercise any right hereunder shall operate as waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 5.06 Governing Law; Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles that would refer a matter to the laws of another jurisdiction. Any Action arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware; provided that if the Delaware Court of Chancery declines to accept jurisdiction over a particular action or proceeding, any state or federal court within the State of Delaware. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of the aforesaid courts for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the aforesaid courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the aforesaid courts.

Section 5.07 <u>Counterparts</u>. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail in portable document format) in any number of counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties on the date first written above.

PURCHASER:

ALPHA FRONTIER LIMITED

By: /s/ Lu Zhang

Name: Lu Zhang Title: Director

SELLER:

HAZLET GLOBAL LIMITED

By: /s/ WANG, Ruofei

Name: WANG, Ruofei

Title: Director

Schedule I