
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

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:

Ken Myers, Esq.
Fenwick & West LLP
801 California Street
Mountain View, CA 94041
(650) 988-8500

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

June 14, 2021
(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

* 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).

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Playtika Holding UK II Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION England and Wales	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 212,204,935
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 212,204,935	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.8%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Alpha Frontier Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 212,204,935
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 212,204,935	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.8%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Chongqing Cibi Business Information Consultancy Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION PRC	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 233,336,994
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 233,336,994	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 57.0%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Shanghai Jukun Network Technology Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION PRC	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 233,336,994
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 233,336,994	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 57.0%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Giant Network Group Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)	
	WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	PRC	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None
	8	SHARED VOTING POWER
		125,550,610
	9	SOLE DISPOSITIVE POWER
		None
	10	SHARED DISPOSITIVE POWER
		74,531,543
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	125,550,610	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	30.7%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Giant Investment Co., Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION PRC	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 246,404,194
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 246,404,194	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.2% (1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Yuzhu Shi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION PRC	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER 246,404,194
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 212,204,935
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 246,404,194	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 60.2% (1)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

- (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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Hazlet Global Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)	
	OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	BVI	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None
	8	SHARED VOTING POWER
		None
	9	SOLE DISPOSITIVE POWER
		None
	10	SHARED DISPOSITIVE POWER
		75,198,390
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	75,198,390	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	18.4%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Equal Sino Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)	
	OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	BVI	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		None
	8	SHARED VOTING POWER
		None
	9	SOLE DISPOSITIVE POWER
		None
	10	SHARED DISPOSITIVE POWER
		75,198,390
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	75,198,390	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	18.4%(1)	
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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	Jing Shi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Singapore	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None
	8	SHARED VOTING POWER None
	9	SOLE DISPOSITIVE POWER None
	10	SHARED DISPOSITIVE POWER 75,198,390
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 75,198,390	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.4%(1)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

- (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 409,604,218 outstanding common stock as disclosed by the Issuer as of May 7, 2021 in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021.

This Amendment No. 1 supplements and amends the Schedule 13D filed on April 6, 2021 by the Reporting Persons (as defined below) (as so amended, the “**Schedule 13D**”), relating to the common stock, par value \$0.01 per share (the “**Shares**”), of Playtika Holding, Inc., a Delaware corporation (the “**Issuer**” or “**Playtika**”). This Amendment is being filed to report that (i) Playtika Holding UK II Limited (“**PHUKII**”) entered into an amended and restated lockup with the underwriters in the Issuer’s initial public offering to extend the terms of its lockup until January 14, 2022 (with respect to 50% of the Shares) and July 14, 2022 (with respect to the remaining Shares), subject to limited exemptions; (ii) Hazlet Global Limited (“**Hazlet**”) has distributed 3,700,400 shares of Common Stock previously owned by Hazlet for the economic benefit of certain non-affiliated entities to those entities and (iii) Hazlet and a stockholder that received shares from Hazlet have entered into voting proxy agreements with Chongqing Cibi Business Information Consultancy Co., Limited (“**Chongqing**”), granting Chongqing sole right to vote all shares of the Issuer owned by such party. Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Unless otherwise indicated herein, capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings herein as are ascribed to such terms in the Schedule 13D.

This Amendment No. 1 is being filed by:

- i. PHUKII
- ii. Alpha Frontier Limited (“**Alpha**”);
- iii. Chongqing;
- iv. Shanghai Jukun Network Technology Co., Limited. (“**Shanghai Jukun**”);
- v. Giant Network Group Co., Limited (“**Giant**”);
- vi. Giant Investment Co., Limited (“**Giant Investment**”);
- vii. Yuzhu Shi;
- viii. 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 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

(a) — (b)

On June 8, 2021, Hazlet distributed 3,700,400 Shares that it previously held for the economic benefit of certain non-affiliated entities directly to those entities.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) — (b)

The aggregate percentage of Shares reported beneficially owned by each person named herein is determined in accordance with SEC rules and is based upon on 409,604,218 outstanding common stock as disclosed by the Issuer in its Quarterly Report on Form 10-Q, as filed with the SEC on May 11, 2021. The applicable SEC rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities.

As of the date of this filing, PHUKII directly owned 212,204,935 of the Shares. PHUKII is wholly owned by Alpha. Chongqing owns a 71.68% interest in the ordinary shares of PHUKII owned by Alpha. 100% of the economic rights of Chongqing are wholly owned by Shanghai Jukun. Giant directly and indirectly owns 49.0% of the economic interests of Shanghai Jukun. Giant Investment owns 51.0% of the economic interests of Shanghai Jukun and 27.87% of the economic interests of Giant through its wholly-owned subsidiary Shanghai Giant Investment Management Co., Ltd. Yuzhu Shi owns 97.86% of the economic interests of Giant Investment and may be deemed to beneficially own all of the Shares owned by PHUKII. Hazlet owns a 26.54% interest in the ordinary shares of PHUKII owned by Alpha and owns directly 18,877,659 Shares. Chongqing, pursuant to the voting agreements described in Item 6, below, has the sole right to vote all of the Shares owned directly by Hazlet and controls the voting of all the Shares owned by Alpha. All of the economic interests of Alpha and the Shares held directly by Hazlet are in turn owned by Equal Sino Limited, which is in turn wholly owned by Jing Shi, Yuzhu Shi's daughter. Chongqing further has the sole right to vote an additional 2,254,400 Shares pursuant to the voting agreements described in Item 6, below.

In addition, Giant further has the right to vote an additional 13,067,200 Shares held by certain stockholders of the Issuer that received equity of the Issuer pursuant to the Issuer's 2020 Incentive Award Plan (the "**Employee Stockholders**").

(c) Except as disclosed above, the Reporting Persons have not affected any transactions during the past sixty (60) days in any Shares.

(d) Not applicable.

(e) Not applicable.

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

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

Amended and Restated Lock-up Agreement

On June 14, 2021, PHUKII entered into an amended and restated lockup agreement (the "**Amended and Restated Lockup**") in the form attached hereto as Exhibit 99.4 that supercedes in full the lockup agreement entered into in connection with the Issuer's initial public offering. Pursuant to the Amended and Restated Lockup, PHUKII agreed not to sell or transfer any Shares or securities convertible into, exchangeable for, exercisable for, or repayable with Shares, until January 14, 2022 (with respect to 50% of such Shares) or July 14, 2022 (with respect to the remaining 50% of such Shares) without first obtaining the written consent of Morgan Stanley & Co. LLC or Credit Suisse Securities (USA) LLC, subject to certain exemptions. Pursuant to the lockup agreement, PHUKII may distribute its Shares to its equity holders provided that such recipients enter into a lock-up letter substantially in the form of its lock-up agreement, provided further that distributions to certain entities not affiliated with Giant are not subject to such extended lock-up terms.

Voting Agreement

On June 8, 2021, in connection with the transfer of 3,700,400 of Shares owned by Hazlet are for the economic benefit of certain non-affiliated entities to these entities, as described in Item 4, one of the stockholders entered into a voting power of attorney in the form attached hereto as Exhibit 99.5, pursuant to which such stockholder granted Chongqing the sole right to vote all shares of the Issuer owned by such party, and to provide notice to Chongqing upon any change in the shareholdings of the Issuer owned by such party. Additionally, Hazlet entered into (i) effective as of March 25, 2021, a voting power of attorney in the form attached hereto as Exhibit 99.5, pursuant to which Hazlet granted Chongqing the sole right to vote all shares of the Issuer owned by it, and to provide notice to Chongqing upon any change in the shareholdings of the Issuer owned by Hazlet and (ii) effective as of June 27, 2020, the voting agreement attached hereto as Exhibit 99.6, pursuant to which Hazlet granted Chongqing the sole right to vote all shares of Alpha owned by it.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

<u>Exhibit</u>	<u>Title</u>
99.4	Amended and Restated Lockup Agreement
99.5	Form of Playtika Voting Power of Attorney
99.6	Alpha Voting Power of Attorney

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: June 14, 2021

PLAYTIKA HOLDING UK II LIMITED

By: /s/ Tian Lin

Name: Tian Lin

Title: Director

By: /s/ Ron Gaim Korczak

Name: Ron Haim Korczak

Title: Director

ALPHA FRONTIER LIMITED

By: /s/ Chen Ting

Name: Chen Ting

Title: Director

CHONGQING CIBI BUSINESS INFORMATION CONSULTANCY CO., LIMITED

By: /s/ Fei Youngjun

Name: Fei Yongjun

Title: Legal Representative & Authorized Signatory

SHANGHAI JUKUN NETWORK TECHNOLOGY COMPANY LIMITED

By: /s/ Fei Youngjun

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

YUZHU SHI

/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

AMENDED AND RESTATED LOCK-UP AGREEMENT

June 14, 2021

Morgan Stanley & Co. LLC
Credit Suisse Securities (USA) LLC

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010

Ladies and Gentlemen:

Reference is made to that certain lock-up letter agreement from the undersigned addressed to Morgan Stanley & Co. LLC and Credit Suisse Securities (USA) LLC (the “**Representatives**”), on behalf of the Underwriters (as defined below), dated as of December 16, 2020 (the “**Prior Agreement**”). The undersigned acknowledges and agrees that this letter agreement amends and supersedes the Prior Agreement in its entirety as set forth herein.

The undersigned understands that the Representatives entered into an Underwriting Agreement (the “**Underwriting Agreement**”) with Playtika Holding Corp., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several Underwriters, including the Representatives (the “**Underwriters**”), of shares (the “**Shares**”) of the common stock of the Company, par value \$0.01 per share of the Company (the “**Common Stock**”).

The undersigned hereby agrees that, without the prior written consent of either of the Representatives on behalf of the Underwriters, it will not, and will not publicly disclose an intention to, during the period commencing on the date hereof and ending at the close of business on July 14, 2022 (the “**Restricted Period**”) relating to the Public Offering (the “**Prospectus**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to:

(a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering; *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Restricted Period in connection with subsequent sales of Common Stock or other securities acquired in such transactions;

(b) transfers or other dispositions of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock (i) as a bona fide gift or charitable contribution, (ii) to one or more immediate family members of the undersigned or a trust for the direct or indirect benefit of the undersigned or one or more immediate family members (as defined below) of the undersigned, (iii) if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust, (iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity, controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or as part of a distribution, transfer or disposition by the undersigned to its stockholders, current or former partners (general or limited), members, beneficiaries or other equity holders, or to the estates of any such stockholders, partners, members, beneficiaries or other equity holders, (v) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned or (vi) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (b)(i) through (b)(v); *provided* that in the case of any transfer or distribution pursuant to this clause (b), (x) each transferee shall sign and deliver a lock-up letter substantially in the form of this letter agreement (provided that such lock-up shall solely apply to shares of Common Stock distributed in such transaction, and not any shares of Common Stock previously distributed by the undersigned) and (y) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock (including any securities convertible into or exercisable or exchangeable for Common Stock), shall be required or shall be voluntarily made during the Restricted Period (other than any filing transfer or distribution pursuant to clause (b)(iv), for which any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that such transfer or other disposition is pursuant to the circumstances described in clause (b)(iv));

(c) transfers or other dispositions of shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock that occur by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree, separation agreement or other court order, *provided* that (i) each transferee shall sign and deliver a lock-up letter substantially in the form of this letter agreement and (ii) any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that such transfer or other disposition is pursuant to the circumstances described in this clause (c) and the underlying shares of Common Stock continue to be subject to substantially similar restrictions on transfer as set forth in this letter agreement;

(d) transfers or other dispositions of shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock from an employee or other service provider to the Company upon death, disability or termination of employment or service, in each case, of such employee or service provider, *provided* that any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that such transfer or other disposition is pursuant to the circumstances described in this clause (d) and the underlying shares of Common Stock continue to be subject to substantially similar restrictions on transfer as set forth in this letter agreement;

(e) the exercise of any stock option by or the vesting and settlement of any restricted stock unit of the undersigned outstanding as of the date hereof or that was granted under an equity incentive plan, stock purchase plan or other equity award plan described in the Prospectus, *provided* that the shares received upon exercise or vesting or settlement shall continue to be subject to this letter agreement and *provided*, further that any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a stock option or settlement of a restricted stock unit, that no shares were sold by the reporting person and that the shares received upon exercise of the stock option or settlement of the restricted stock unit are subject to a lock-up letter agreement with the Underwriters of the Public Offering;

(f) transfers or other dispositions of shares of Common Stock to the Company upon the exercise of stock options outstanding as of the date hereof or that were granted pursuant to a stock incentive plan or stock purchase plan described in the Prospectus, on a “cashless” or “net exercise” basis, *provided* that the shares received upon exercise shall continue to be subject to this letter agreement and *provided*, further that any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the “cashless” or “net” exercise of a stock option, that no shares were sold by the reporting person and that the shares received upon exercise of the stock option are subject to a lock-up letter agreement with the Underwriters of the Public Offering;

(g) transfers or other dispositions of shares of Common Stock to the Company, or the withholding of shares of Common Stock by the Company, in connection with the exercise of stock options or a vesting event or subsequent settlement (as applicable) of restricted stock awards, restricted stock units, shares issued pursuant to early exercised stock options, or other securities of the Company, in each case which are outstanding as of the date hereof or were granted pursuant to a stock incentive plan or stock purchase plan described in the Prospectus, to cover tax withholding obligations or the payment of taxes, including estimated taxes, due in connection with such awards, provided that any filing required to be made under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that the purpose of such transfer or other disposition is to cover such tax withholding obligations or the payment of taxes;

(h) the transfer or other dispositions of shares pursuant to a bona fide third-party tender offer, merger, consolidation, other similar transaction or series of related transactions involving a Change of Control (as defined below) of the Company (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Stock or other securities in connection with any such transaction, or vote any securities in favor of any such transaction), provided that in the event that such Change of Control is not completed, the undersigned's shares shall remain subject to this letter agreement and title to the undersigned's shares shall remain with the undersigned; or

(i) the establishment of, or any amendment or modification to, a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Stock may be made under such plan during the Restricted Period.

For purposes of this letter agreement, "**Change of Control**" means the transfer (whether by tender offer, merger, consolidation, other similar transaction or series of related transactions), in one transaction or a series of related transactions approved by the Company's board of directors, to a person or group of affiliated persons, of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity) provided that, for the avoidance of doubt, the Public Offering shall not constitute a Change of Control.

For purposes of this letter agreement, "**immediate family member**" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin)

In addition, notwithstanding the provisions of the third paragraph of this agreement, (i) 3,779,014 of the undersigned's shares of Common Stock (the "**Non-Affiliate Shares**") will be automatically released from such restrictions on July 14, 2021, *provided* that such shares are ultimately distributed to entities that are not affiliates of Giant Network Group Co., Ltd., and (ii) 50% of the undersigned's remaining shares of Common Stock (excluding the Non-Affiliate Shares) subject to the Restricted Period will be automatically released from such restrictions immediately on January 14, 2022 (the "**Early Release Date**"). Further, with respect any transfers or other dispositions of shares of Common Stock pursuant to clause (b) above for which the transferee is required to sign a lockup, the undersigned may designate at any time during the Restricted Period the number of such transferred shares of Common Stock subject to the Early Release Date, provided that the total number of shares of Common Stock released on such date does not change.

In addition, the undersigned agrees that, without the prior written consent of either of the Representatives on behalf of the Underwriters, it will not, in connection with the Public Offering nor during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company will agree or has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by either of the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned understands that this letter agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriters may provide certain Regulation Best Interest and Form CRS disclosures or other related documentation to the undersigned in connection with the Public Offering, the Underwriters are not making a recommendation to the undersigned to participate in the Public Offering or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures or documentation is intended to suggest that any Underwriter is making such a recommendation.

This letter agreement and any claim, controversy or dispute arising under or related to this agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[Signature page follows]

Very truly yours,

Playtika Holdings UK II Limited
(please print complete name of entity)

By: /s/ Tian Lin
(duly authorized signature)

Name: Tian Lin
(please print full name)

Title: Director
(please print full title)

By: /s/ Ron Korczak
(duly authorized signature)

Name: Ron Korczak
(please print full name)

Title: Director
(please print full title)

[Signature page to Lock-up Agreement]

IRREVOCABLE POWER OF ATTORNEY

This Irrevocable Power of Attorney (this “Power of Attorney”) is made on _____, 2021 by:

(1) [_____] (the “Shareholder”).

(2) Chongqing Cibi Business Information Consultancy Co., Ltd. (重庆赐比商务信息咨询有限公司), a company organized and existing under the laws of the People’s Republic of China (“Chongqing Cibi”).

WHEREAS, as of the date hereof, the Shareholder owns of record [_____] shares of common stock (“Common Shares”) of Playtika Holding Corp., a Delaware Corporation (the “Company”).

WHEREAS, the Shareholder desires to appoint Chongqing Cibi as its attorney to exercise certain rights in respect of such Common Shares and other equity securities of the Company it may own from time to time.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Shareholder hereby appoints Chongqing Cibi under Section 2 (each an “Attorney”), with full power of substitution, the true and lawful attorney-in-fact of the Shareholder, to exercise any voting rights in respect of the Authorized Shares (as defined below), and to do anything necessary or desirable for its exercise of such voting rights, in each case in the Attorney’s sole and absolute discretion without obtaining prior or post consent or confirmation from the Shareholder to exercise such voting rights, including without limitation:

(a) to receive attend and vote at any meeting of the stockholders of the Company and any adjournment thereof, including any meeting of the members of any particular class or group of stockholders of the Company to which the Shareholder is entitled to attend and vote;

(b) to sign any written consent as the holder of the Authorized Shares; and

(c) to complete and return any proxy card, consent, approval or any document required to be signed by the holder of the Authorized Shares in exercising any voting, approval, consent or governance right attached to the Authorized Shares or otherwise exercisable by the holder thereof, whether under applicable laws, the certificate of incorporation or bylaws of the Company, any stockholders agreement in respect of the Company and/or its stockholders, or otherwise.

For purposes of this Power of Attorney, “Authorized Shares” shall mean all Common Shares and other equity securities of the Company legally and/or beneficially owned by the Shareholder, whether presently owned or hereafter acquired, including without limitation any such shares of capital stock or other equity securities of the Company issued to or for the account of the Shareholder in exchange for or in substitution of any of the foregoing.

The power of attorney granted herein is intended to secure a proprietary interest or performance of an obligation and shall be deemed to be coupled with an interest, shall survive and shall not be affected by the dissolution, bankruptcy or legal disability of the Shareholder, and shall extend to its successors and assigns.

2. Chongqing Cibi may in its discretion:

- (a) delegate all or any power conferred on it by this Power of Attorney to any of its officers, directors or other authorized representatives;
- (b) appoint one or more persons to act as its substitute, to exercise all or any power conferred on it by this Power of Attorney; and/or
- (c) revoke any such delegation or appointment from time to time.

3. The Shareholder hereby ratifies, confirms and approves all actions done or caused to be done, and all agreements, documents or instruments approved, completed, signed, executed or delivered, by any Attorney in the name of or on behalf of the Shareholder under the powers conferred by this Power of Attorney.

4. The Shareholder hereby agrees and undertakes that:

(a) it will not exercise any voting rights attached to the Authorized Shares or otherwise exercisable in its capacity as the registered holder of the Authorized Shares, including without limitation not to take any action set forth in Sections 1(a) to (c) with respect to the Authorized Shares, without the prior written consent of Chongqing Cibi;

(b) it will, promptly upon any sale, assignment, transfer or other disposal of any Authorized Shares, or upon any request of Chongqing Cibi in writing (and in any event within two days after such sale, assignment, transfer, disposal or request), provide a certificate duly executed by it to Chongqing Cibi specifying the amount of Authorized Shares then owned by it.

5. Chongqing Cibi may, and the Shareholder shall upon request of Chongqing Cibi, register this Power of Attorney in any jurisdiction relevant to the exercise of the power conferred hereby where such registration is necessary or advisable for validity.

6. The Shareholder represents and warrants to Chongqing Cibi as of the date hereof as follows:

(a) It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) It is the record and beneficial owner of [] Common Shares.

(c) It has full power under its constitutional documents, and all corporate authorizations required by it have been unconditionally obtained and are in full force and effect, to permit it to execute, deliver and perform its obligations under this Power of Attorney. This Power of Attorney has been duly and validly executed and delivered by the Shareholder, and constitutes a valid and legally binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles).

(d) The execution, delivery and performance of this Power of Attorney and the consummation of the transactions contemplated hereunder by the Shareholder do not and will not (i) violate its constitutional documents, (ii) conflict with any material agreement to which it is a party or by which it is bound, or (iii) result in a material violation of any laws applicable to it.

7. The Attorney assumes no responsibility or liability to any person and shall not be liable for any error of judgment or for anything done or omitted in exercising the powers conferred on it by this Power of Attorney, except as a result of its own willful misconduct or gross negligence.

8. This Power of Attorney shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

9. Any disputes, actions and proceedings arising out of or in any way relating to this Power of Attorney shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal (the "Tribunal") shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree upon the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by HKIAC. The Tribunal shall have no authority to award punitive or other punitive-type damages. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties hereto irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum. Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section, any party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Power of Attorney is governed by the laws of the Cayman Islands, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, the foregoing is only applicable to the seeking of interim injunctions and does not restrict the application of this Section in any way.

10. If any provision of this Power of Attorney is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties hereto to the maximum extent possible. In any event, the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of the remainder of this Power of Attorney in such jurisdiction or the validity or enforceability of this Power of Attorney, including that provision, in any other jurisdiction.

11. This Power of Attorney shall be irrevocable and shall only be terminated (i) with Chongqing Cibi's prior consent in writing, or (ii) upon receipt by Chongqing Cibi of a certificate duly executed by the Shareholder in accordance with Section 4(b) specifying that the Shareholder no longer owns any Authorized Shares. A person who deals with any Attorney in good faith may accept a written statement signed by the Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney on the date first stated above.

[]

By: _____

Name:
Title:

[Signature Page to Irrevocable Power of Attorney]

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney on the date first stated above.

Chongqing Cibi Business Information Consultancy Co., Ltd.
(重庆赐比商务信息咨询有限公司)

By:

Name:

Title:

[Signature Page to Irrevocable Power of Attorney]

IRREVOCABLE POWER OF ATTORNEY

This Irrevocable Power of Attorney (this “Power of Attorney”) is made as a deed on June 27, 2020 by:

- (1) Hazlet Global Limited, a company organized and existing under the laws of the British Virgin Islands (“Hazlet”).
- (2) Chongqing Cibi Business Information Consultancy Co., Ltd. (重庆赐比商务信息咨询有限公司), a company organized and existing under the laws of the People’s Republic of China (“Chongqing Cibi”).

WHEREAS, as of the date hereof, Hazlet is the legal and beneficial owner of (i) 7,575 Class A ordinary shares, par value US\$1.00 per share (the “Class A Shares”), and (ii) five Class B ordinary shares, par value US\$1.00 per share (the “Class B Shares”), of ALPHA FRONTIER LIMITED, a company organized and existing under the laws of the Cayman Islands (the “Company”).

WHEREAS, Hazlet desires to appoint Chongqing Cibi as its attorney to exercise certain rights in respect of such ordinary shares and other equity securities of the Company it may own from time to time.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Hazlet hereby appoints Chongqing Cibi under Section 2 (each an “Attorney”), with full power of substitution, the true and lawful attorney-in-fact of Hazlet, to exercise any voting rights in respect of the Authorized Shares (as defined below), and to do anything necessary or desirable for its exercise of such voting rights, in each case in the Attorney’s sole and absolute discretion without obtaining prior or post consent or confirmation from Hazlet to exercise such voting rights, including without limitation:

- (a) to receive notice of, attend and vote at any meeting of the shareholders of the Company and any adjournment thereof, including any meeting of the members of any particular class or group of shareholders of the Company;
- (b) to sign any written resolution as the registered holder of the Authorized Shares; and
- (c) to complete and return any proxy card, consent, approval or any document required to be signed by the registered holder of the Authorized Shares in exercising any voting, approval, consent or governance right attached to the Authorized Shares or otherwise exercisable by the holder thereof, whether under applicable laws, the constitutional documents of the Company, any shareholders agreement in respect of the Company and/or its shareholders, or otherwise.

For purposes of this Power of Attorney, "Authorized Shares" shall mean all Class A Shares, Class B Shares and other equity securities of the Company legally and/or beneficially owned by Hazlet, whether presently owned or hereafter acquired, including without limitation any such ordinary shares or other equity securities of the Company issued to or for the account of Hazlet in exchange for or in substitution of any of the foregoing.

The power of attorney granted herein is intended to secure a proprietary interest or performance of an obligation and shall be deemed to be coupled with an interest, shall survive and shall not be affected by the dissolution, bankruptcy or legal disability of Hazlet, and shall extend to its successors and assigns.

2. Chongqing Cibi may in its discretion:

- (a) delegate all or any power conferred on it by this Power of Attorney to any of its officers, directors or other authorized representatives;
- (b) appoint one or more persons to act as its substitute, to exercise all or any power conferred on it by this Power of Attorney; and/or
- (c) revoke any such delegation or appointment from time to time.

3. Hazlet hereby ratifies, confirms and approves all actions done or caused to be done, and all agreements, documents or instruments approved, completed, signed, executed or delivered, by any Attorney in the name of or on behalf of Hazlet under the powers conferred by this Power of Attorney.

4. Hazlet hereby agrees and undertakes not to, without the prior written consent of Chongqing Cibi:

- (a) exercise any voting rights attached to the Authorized Shares or otherwise exercisable in its capacity as the registered holder of the Authorized Shares, including without limitation not to take any action set forth in Sections 1(a) to (c) with respect to the Authorized Shares; or
- (b) sell, assign, transfer or otherwise dispose of any Authorized Shares, unless simultaneously with such sale, assignment, transfer or disposition, the recipient of such Authorized Shares executes and delivers to Chongqing Cibi a power of attorney substantially in the form of this Power of Attorney, or in such other form as Chongqing Cibi may agree in writing, in respect of such Authorized Shares.

5. Chongqing Cibi may, and Hazlet shall upon request of Chongqing Cibi, register this Power of Attorney in any jurisdiction relevant to the exercise of the power conferred hereby where such registration is necessary or advisable for validity.

6. Hazlet represents and warrants to Chongqing Cibi as of the date hereof as follows:

- (a) It is duly incorporated and validly existing under the laws of the British Virgin Islands.

(b) It is the sole record and beneficial owner of 7,575 Class A Shares and five Class B Shares, free and clear of any liens, pledges, encumbrance, mortgages or other restrictions (other than those contained herein, in the constitutional documents of the Company or in any shareholders agreement in respect of the Company and/or its shareholders, and any restrictions under securities laws).

(c) It has full power under its constitutional documents, and all corporate authorizations required by it have been unconditionally obtained and are in full force and effect, to permit it to execute, deliver and perform its obligations under this Power of Attorney. This Power of Attorney has been duly and validly executed and delivered by Hazlet, and constitutes a valid and legally binding obligation of Hazlet, enforceable against Hazlet in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles).

(d) The execution, delivery and performance of this Power of Attorney and the consummation of the transactions contemplated hereunder by Hazlet do not and will not (i) violate its constitutional documents, (ii) conflict with any material agreement to which it is a party or by which it is bound, or (iii) result in a material violation of any laws applicable to it.

7. The Attorney assumes no responsibility or liability to any person and shall not be liable for any error of judgment or for anything done or omitted in exercising the powers conferred on it by this Power of Attorney, except as a result of its own willful misconduct or gross negligence.

8. This Power of Attorney shall be governed by, and construed in accordance with, the laws of the Cayman Islands.

9. Any disputes, actions and proceedings arising out of or in any way relating to

this Power of Attorney shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal (the "Tribunal") shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the Tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree upon the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by HKIAC. The Tribunal shall have no authority to award punitive or other punitive-type damages. The award of the Tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties hereto irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of

personal jurisdiction or inconvenient forum. Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section, any party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Power of Attorney is governed by the laws of the Cayman Islands, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, the foregoing is only applicable to the seeking of interim injunctions and does not restrict the application of this Section in any way.

10. If any provision of this Power of Attorney is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties hereto to the maximum extent possible. In any event, the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of the remainder of this Power of Attorney in such jurisdiction or the validity or enforceability of this Power of Attorney, including that provision, in any other jurisdiction.

11. This Power of Attorney shall be irrevocable unless terminated with Chongqing Cibi's prior consent in writing. A person who deals with any Attorney in good faith may accept a written statement signed by the Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney as a deed on the date first stated above.

EXECUTED AS A DEED by
Wang Ruofei
as authorized signatory
acting for and on behalf of
Hazlet Global Limited

/s/ Wang Ruofei

IN WITNESS WHEREOF, the undersigned have duly executed this Power of Attorney as a deed on the date first stated above.

EXECUTED AS A DEED by

Fei Yongjun

as authorized signatory

acting for and on behalf of

Chongqing Cibi Business Information

Consultancy Co., Ltd. (重庆赐比商务信息咨询有

限公司

/s/ Fei Yongjun