

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

OMB APPROVAL OMB Number:
Expires: Estimated average burden hours per response.....

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

TAT Technologies Ltd.

(Name of Issuer)

Ordinary Shares, Par Value NIS 0.9 Per Share

(Title of Class of Securities)

M8740S-22-7
(CUSIP Number)

FIMI FIVE 2012 Ltd.
Electra Tower,
98 Yigal Alon St.,
Tel-Aviv 67891, Israel
+(972)-3-565-2244

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

December 8, 2016

(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*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.

1	NAME OF REPORTING PERSONS. FIMI FIVE 2012 Ltd. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).	
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)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER _____
	8	SHARED VOTING POWER 5,254,908
	9	SOLE DISPOSITIVE POWER _____
	10	SHARED DISPOSITIVE POWER 5,254,908
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,254,908	
12	CHECK IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 59.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAME OF REPORTING PERSONS. FIMI Opportunity V, L.P. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).		
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 ITEM 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER _____	
	8	SHARED VOTING POWER 5,254,908	
	9	SOLE DISPOSITIVE POWER _____	
	10	SHARED DISPOSITIVE POWER 5,254,908	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,254,908		
12	CHECK IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 59.5%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

1	NAME OF REPORTING PERSONS. FIMI Israel Opportunity Five, Limited Partnership I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).	
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 ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER _____
	8	SHARED VOTING POWER 5,254,908
	9	SOLE DISPOSITIVE POWER _____
	10	SHARED DISPOSITIVE POWER 5,254,908
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,254,908	
12	CHECK IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 59.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAME OF REPORTING PERSONS. Shira and Ishay Davidi Management Ltd. I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).	
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)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER _____
	8	SHARED VOTING POWER 5,254,908
	9	SOLE DISPOSITIVE POWER _____
	10	SHARED DISPOSITIVE POWER 5,254,908
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,254,908	
12	CHECK IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 59.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAME OF REPORTING PERSONS. Ishay Davidi I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY).	
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)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER _____
	8	SHARED VOTING POWER 5,254,908
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 59.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

Item 3 Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and restated as follows:

Pursuant to an agreement dated as of December 8, 2016 (the "**Share Purchase Agreement**"), among (1) FIMI Opportunity V, L.P. and FIMI Israel Opportunity V, Limited Partnership (collectively, "**FIMI**"), and (2) Leap Tide Capital Management LLC (collectively, "**Leap Tide**"), FIMI purchased from Leap Tide at the closing of the transaction 522,557 shares of TAT Technologies Ltd. (the "**Company**") , at a price per share of US\$ 7.5 and an aggregate purchase price of US\$3,919,177.5 (the "**Transaction**"). The Share Purchase Agreement also provides for an adjustment of the purchase price if certain conditions related to the sale of shares of the Company by FIMI shall have been met in the future.

The foregoing summary of the Transaction is qualified in its entirety by reference to the full text of the Share Purchase Agreement included as Exhibit 1 hereto and is incorporated herein by reference.

Following the consummation of the Transaction, the aggregate purchase price of the 5,254,908 Shares purchased by FIMI is approximately \$39,031,177. The source of funding for the purchase of the Shares was the capital of FIMI.

Item 5 Interest in Securities of the Issuer

Item 5 is hereby amended and restated as follows:

(a)- (b) The Reporting Persons may be deemed to beneficially own and have shared power to vote and shared power of disposition over 5,254,908 Shares, representing approximately 59.5% of the Issuer's Shares (based upon 8,828,444 shares of the Issuer stated to be outstanding as of September 30, 2016 as set forth in the 6-K filed by the Issuer with the Securities Exchange Commission on November 8, 2016).

(c) 4,732,351 Shares were purchased by the FIMI V Funds on August 5, 2013 from a Receiver of the Issuer's shares held by its previously controlling shareholders at a price of approximately NIS 26.41 per Share. 522,557 Shares were purchased from Leap Tide Capital Management LLC on December 8, 2016 at a price of US\$ 7.5 per share.

(d) Except for the Reporting Persons, no person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares beneficially owned by the Reporting Persons.

Item 1. Material to be Filed as Exhibits

Exhibit 1 Agreement dated as of December 8, 2016 among (1) FIMI Opportunity V, L.P. and FIMI Israel Opportunity V, Limited Partnership, and (2) Leap Tide Capital Management LLC.

Signatures

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: December 12, 2016

FIMI FIVE 2012 Ltd.

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI Opportunity V, L.P.

By: FIMI Five 2012 Ltd., general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

FIMI Israel Opportunity Five, Limited Partnership

By: FIMI Five 2012 Ltd., general partner

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

Shira and Ishay Davidi Management Ltd.

By: /s/ Ishay Davidi
Name: Ishay Davidi
Title: CEO

Ishay Davidi

By: /s/ Ishay Davidi

AGREEMENT

THIS AGREEMENT (this "**Agreement**") is entered into this December 8, 2016, by and between (1) FIMI Opportunity V, L.P., a limited partnership formed under the laws of the State of Delaware and FIMI Israel Opportunity V, Limited Partnership, a limited partnership formed under the laws of the State of Israel (each, a "**Purchaser Entity**" and, collectively, the "**Purchaser**"), and (2) Leap Tide Capital Management LLC, a limited liability company formed under the laws of the State of Delaware ("**Seller**"). Each of Purchaser and Seller may be referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, TAT Technologies Ltd. (the "**Company**") is a public Israeli company whose ordinary shares, par value NIS 0.90 per share ("**Ordinary Shares**"), are traded on the NASDAQ Global Select Market and on the Tel Aviv Stock Exchange; and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a total of 522,557 Ordinary Shares of the Company (the "**Purchased Shares**") in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Sale of Purchased Shares. On the Effective Date, Seller shall sell and transfer to Purchaser and Purchaser shall purchase from Seller the Purchased Shares, free and clear of any and all Encumbrances (as defined below), at a price per Purchased Share of Seven U.S. Dollars and Fifty Cents (US\$7.5) (the "**PPS**") and an aggregate purchase price of Three Million Nine Hundred Nineteen Thousand and One Hundred Seventy Seven U.S. Dollars and Fifty Cents (US\$3,919,177.50) (the "**Purchase Price**"). The "**Effective Date**" shall be the first business day in New York and Israel immediately following the date hereof.

For purposes of this Agreement "**Encumbrances**" shall mean: liens, pledges, security interests, easements, restrictive covenants, claims, charges, mortgages or other third party rights of any kind.

2. The following transactions shall take place on the Effective Date, which transactions shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents have been delivered:

- (1) Seller shall transfer to the Purchaser Entities the Purchased Shares, free and clear of any and all Encumbrances, as follows:

Name of Purchaser Entity	Purchased Shares
FIMI Opportunity V, L.P.	246,422
FIMI Israel Opportunity V, Limited Partnership	276,135
Total	522,557

- (2) The transactions shall be carried out by brokers through the relevant stock exchange. The Parties acknowledge that since the transactions contemplated herein shall be carried out through the stock exchange, the actual number of shares finally purchased by Purchaser from the Seller may be lower than the number of Purchased Shares set forth above. In such event, the definition of "Purchased Shares" for purposes of this Agreement shall be equal to the actual number of shares finally purchased by Purchaser from Seller hereunder as set forth in Exhibit A hereto, which Exhibit shall be updated by Purchaser immediately following the Effective Date (with a written notice to Seller setting forth the actual amount of Purchased Shares).

3. Purchase Price Adjustment. Within 14 days following the date on which Purchaser shall have sold for cash all Ordinary Shares of the Company held by it, Purchaser shall deliver to Seller a written notice setting forth the average selling price per share realized by Purchaser for cash in such transaction(s) which shall be calculated by dividing (i) the aggregate net cash amount(s) received by Purchaser for the sale(s) of all Company Ordinary Shares held by it, by (ii) the total number of Ordinary Shares sold by Purchaser pursuant to sub-section (i) (such quotient, the "**Average Realized PPS**").

If the Average Realized PPS is greater than the PPS (subject to any stock splits, stock combinations or like events as of the Effective Date), then the Purchaser shall pay to the Seller (as an addition to the PPS that was paid to the Seller at the Effective Date), for each Purchased Share, an amount equal to 30% of the difference between the Average Realized PPS and the PPS; provided however, that such additional amounts payable by Purchaser shall not exceed US\$0.75 per Purchased Share (i.e., the PPS shall not be adjusted by more than US\$0.75). The additional PPS will be payable by Purchaser within 14 days of receipt by Seller of the written notice set forth in the first paragraph of this section.

By way of example:

- 1) If the Average Realized PPS is US\$9, then the PPS shall be adjusted by, and Purchaser shall pay to Seller an additional amount for each Purchased Shares of, US\$0.45 ($9 - 7.5 = 1.5 * 0.30 = 0.45$) which is a total additional aggregate consideration of US\$235,173;
- 2) If the Average Realized PPS is US\$12, then the PPS shall be adjusted by, and Purchaser shall pay to Seller an additional amount for each Purchased Shares of, US\$0.75 ($12 - 7.5 = 4.5 * 0.30 = 1.35$; however the adjustment in PPS is limited to US\$0.75) which is a total additional aggregate consideration of US\$391,955.
- 3) If the Average Realized PPS is less than \$7.50, then no additional amount will be paid to the Seller.

4. Representations and Warranties.

- (1) Ownership of Purchased Shares. Seller hereby represents and warrants to Purchaser that Seller is the beneficial and record owner and holder of the Purchased Shares being sold by it and owns such Purchased Shares free and clear of any and all Encumbrances.

- (2) Authorization; Binding Authority; Enforceability. Each Party represents to the other Party that it has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by it, and constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms. No authorization, approval or consent of, any third party is required of such Party in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.
- (3) Independent Decision. Seller represents and warrants that it has made an independent decision to sell the Purchased Shares at the agreed price. Seller has determined that it is in possession of adequate information to make such decision, and confirms that it has not relied on any act, statement or omission of Purchaser or any information (in any form, whether written or oral) furnished by or on behalf of Purchaser in making that decision. Purchaser represents and warrants that it has made an independent decision to purchase the Purchased Shares at the agreed price. Purchaser has determined that it is in possession of adequate information to make such decision, and confirms that it has not relied on any act, statement or omission of Seller or any information (in any form, whether written or oral) furnished by or on behalf of Seller in making that decision.
- (4) Sophisticated Investor. Each Party is a sophisticated, knowledgeable and experienced investor and has adequate information concerning the business and financial condition of the Company. Neither Party has disclosed any material non-public or confidential information to the other Party, and neither Party has requested that such information be disclosed. Each Party is capable of evaluating the merits and risks of the sale and of protecting its own interest in connection with the purchase and sale. Neither Party has given any investment advice or rendered any opinion to the other Party as to whether the purchase or sale of the Purchased Shares is prudent or suitable. Purchaser represents and warrants that it is acquiring the Purchased Shares for investment purposes and not with the intent to distribute or resell.
- (5) Waiver. Each Party, on its own behalf and on behalf of its successors and assigns, hereby expressly releases, discharges and dismisses any and all actions, causes of action, suits, claims, charges, demands, damages and losses of any type whatsoever, whether known or unknown, choate or inchoate, at law, in equity, by contract or otherwise against the other Party and its successors and assigns in each case arising from or involving the failure to disclose any or all of the information known to it or in its possession in connection with the sale and purchase of the Purchased Shares. Each Party waives any and all protections afforded under any applicable statute or regulation that would, if enforced, have the effect of limiting the enforceability or effectiveness of any of the provisions of this Agreement.
5. Board of Directors. Within 12 days following the Effective Date, Jan Loeb shall resign from the Company's Board of Directors, effective immediately.
6. Miscellaneous.
- (1) Further Assurances. Each of the Parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected hereby.

- (2) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the appropriate court in Tel-Aviv, Israel, and agrees not to assert any objections to the jurisdiction thereof.
- (3) Successors and Assigns; Assignment. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties hereto. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred without the prior consent in writing of the other Parties to this Agreement.
- (4) Entire Agreement; Amendment and Waiver. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof. Any term of this Agreement may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the Parties to this Agreement.
- (5) Notices, etc. All notices and other communications required or permitted hereunder to be given to a Party to this Agreement shall be in writing and shall be facsimiled or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth below or at such other address as the Party shall have furnished to the other Party in writing in accordance with this provision:

if to Seller: Leap Tide Capital Management LLC
10451 Mill Run Circle, Suite 400
Owings Mills, MD 21117

Attention: Jan Loeb

if to Purchaser: c/o FIMI V 2012 Ltd.

Electra Building
98 Yigal Alon St.
Tel-Aviv, 67891, Israel
Tel: +972-3-565-2244
Email: fimi@fimi.co.il

or such other address with respect to a Party as such Party shall notify the other Party in writing as above provided. Any notice sent in accordance with this Section 6(5) shall be effective (i) if mailed, five (5) business days after mailing, (ii) if sent by messenger, upon delivery to the above-referenced address, and (iii) if sent via email, on the first business day following transmission and electronic confirmation of receipt (provided, however, that any notice of change of address shall only be valid upon receipt).

- (6) Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise, afforded to any of the Parties, shall be cumulative and not alternative.
- (7) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- (8) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.
- (9) Expenses. Each Party shall bear its own legal and other expenses in connection with the transaction contemplated by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Seller:

Leap Tide Capital Management LLC

By: _____

Name: _____

Title: _____

Jan Loeb (with respect to Section 5)

Purchaser:

FIMI Opportunity V, L.P.

FIMI Israel Opportunity V,
Limited Partnership

By: FIMI FIVE 2012 Ltd.

By: FIMI FIVE 2012 Ltd.

Name: _____

Name: _____

Title: _____

Title: _____