

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2009-01-26**
SEC Accession No. **0001179591-09-000003**

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SUBJECT COMPANY

ATTUNITY LTD

CIK: **893821** | IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-47329** | Film No.: **09544351**
SIC: **7372** Prepackaged software

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*INDUSTRIAL PARK
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Type: **SC 13D/A**

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 6)

Attunity Ltd.

(Name of Issuer)

Ordinary Shares (par value NIS 0.10 per share)

(Title of Class of Securities)

M15332105

(CUSIP Number)

Dror Elkayam
VP Finance & Secretary
Attunity Ltd.
Kfar Netter Industrial Park , Kfar Netter , 40593 , Israel
+972- 9-899-3010

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

January 7, 2008

(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 which 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 (the "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).

SCHEDULE 13D

CUSIP No. M15332105

1 NAMES OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Shimon Alon

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS* PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Israel

NUMBER OF SHARES	7	SOLE VOTING POWER	1,225,539 (1)
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	0
EACH REPORTING	9	SOLE DISPOSITIVE POWER	1,225,539 (1)

PERSON
WITH

10

SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,225,539 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES
CERTAIN SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
5.2% (1)

14 TYPE OF REPORTING PERSON*
IN

(1) See Item 5.

SCHEDULE 13D

CUSIP No. M15332105

1 NAMES OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Ron Zuckerman

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A
GROUP
(a) []

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS* PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS
2 (d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Israel

NUMBER OF SHARES	7	SOLE VOTING POWER	1,225,539 (1)
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	0
EACH	9	SOLE DISPOSITIVE POWER	1,225,539 (1)
REPORTING PERSON	10	SHARED DISPOSITIVE POWER	0
WITH			

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,225,539 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES CERTAIN
SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
5.2% (1)

14 TYPE OF REPORTING PERSON*
IN

(1) See Item 5.

SCHEDULE 13D

CUSIP No. M15332105

1 NAMES OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Aki Ratner

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS* PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS
2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Israel

NUMBER OF	7	SOLE VOTING POWER	1,298,454 (1)
SHARES			
BENEFICIALLY	8	SHARED VOTING POWER	0
OWNED BY			
EACH	9	SOLE DISPOSITIVE POWER	1,298,454 (1)
REPORTING			
PERSON	10	SHARED DISPOSITIVE POWER	0
WITH			

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,298,454 (1)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW 11 EXCLUDES
CERTAIN SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.4% (1)

14 TYPE OF REPORTING PERSON*

IN

(1) See Item 5.

This Amendment No. 6 amends and supplements the Schedule 13D filed by Shimon Alon, Ron Zuckerman and Aki Ratner (collectively, the "Reporting Persons") with the Securities and Exchange Commission ("SEC") on January 9, 2004 (as amended on June 6, 2004, January 3, 2006, March 9, 2006, November 6, 2006 and March 1, 2007, the "Schedule 13D") in respect of the Ordinary Shares, par value NIS 0.10 each ("Ordinary Shares"), of Attunity Ltd., an Israeli company (the "Issuer").

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Schedule 13D.

Item 3. Source of Funds

The Reporting Persons financed the short term loan described in Item 4 below by using their own respective personal funds.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is hereby amended to add the following:

Short term Loan. On November 25, 2008, Shimon Alon, Ron Zuckerman (through a family trust) and Aki Ratner entered into a loan agreement with the Issuer (the "Loan Agreement"), whereby the Reporting Persons extended a convertible bridge loan to the Issuer for an aggregate principal amount of

\$393,168 (Mr. Alon - \$200,000, Mr. Zuckerman - \$134,632, and Mr. Ratner - \$58,536).

According to the Loan Agreement, the outstanding principal amount will be automatically converted into equity securities of the Issuer upon the closing of an equity financing yielding at least \$1 million (which \$1 million are deemed to include the \$393,168 from the conversion of the bridge loan) of gross proceeds to the Issuer (the "Qualified Financing"), on the same terms and conditions (including price) of such financing. At the Reporting Persons' election, the interest may be converted together with the principal amount upon the closing of the Qualified Financing or repaid following the Qualified Financing. Since the loan is not convertible into Ordinary Shares until the completion of the Qualified Financing, the Reporting Persons did not, and will not, acquire beneficial ownership of additional Ordinary Shares in connection with the Loan Agreement until such time.

In connection with the Loan Agreement, the Issuer also entered into a Fixed Charge Agreement and a Floating Charge Agreement with the Reporting Persons, whereby the bridge loan is secured by a second priority fixed charge on all of the Issuer's intellectual property and a second priority floating charge on all of our other assets. The Issuer, the Reporting Persons, and entities affiliated with Plenus Technologies Ltd. ("Plenus"), entered into an Intercreditor Agreement, whereby the bridge loan was subordinated to an existing \$2 million loan of the Issuer to Plenus (the "Plenus Loan"). The bridge loan will be repaid to the Reporting Persons on the later of (1) May 2009 and (2) the full discharge of the senior Plenus Loan.

The foregoing description is only a summary and is subject to, and qualified in its entirety by the full text of the Loan Agreement, the Fixed Charge Agreement, the Floating Charge Agreement and the Inter-creditor Agreement, which are filed as exhibits hereto.

Extension Agreement. In May 2004, the Issuer issued convertible promissory notes (the "Notes") and in September 2006 the Issuer issued warrants (the "Warrants") to a group of investors which included, among others, the Reporting Persons. On January 7, 2009, the Issuer entered into an agreement with the holders of the Notes (the "Extension Agreement"), whereby the maturity date of the Notes will be extended by 18 months to November 4, 2010. In consideration of extending the repayment date, the holders of the Notes, including the Reporting Persons, will receive the following:

- o the interest rate of the Notes will increase from an annual rate of 5% to a floating annual rate of the LIBOR rate plus 5%;
- o the Issuer will not be able to obtain new loans which are ranked senior to, or parri passu with, the Notes; and
- o the Warrants will be amended so that (1) the expiration date will be extended to April 9, 2011 and (2) Section 11(b) thereof will provide for an adjustment of the exercise price (currently, \$1.25) in the event of a transaction or a series of related transactions offering ordinary

shares or ordinary shares equivalents for an aggregate offering price of more than \$100,000.

The Extension Agreement will become effective subject to (i) the approval of the Company's shareholders, which was obtained on December 31, 2008, and (ii) the conversion into equity securities of all of the outstanding principal amount (currently, \$393,168) pursuant to the Loan Agreement.

The foregoing description is only a summary and is subject to, and qualified in its entirety by the full text of the Notes, the Warrants and the Extension Agreement, which are filed as exhibits hereto.

Item 5. Interest in Securities of the Issuer

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

The information given herein below is based on 23,196,236 Ordinary Shares outstanding as of January 7, 2009.

(a) and (b)

Mr. Alon beneficially owns, and has the sole power to vote and dispose of, a total of 1,225,539 Ordinary Shares consisting of (i) 780,739 Ordinary Shares, (ii) Convertible Promissory Notes to purchase 294,400 Ordinary Shares at a conversion price of \$1.25 per share, (iii) a 2006 Warrant to purchase 110,400 Ordinary Shares, exercisable at an exercise price of \$1.25 per share and (iv) options, exercisable within 60 days, to purchase 40,000 Ordinary Shares at exercise prices ranging from \$0.49 to \$2.42 per share. The 1,225,539 Ordinary Shares beneficially owned by Mr. Alon represent approximately 5.18% of the issued and outstanding Ordinary Shares of the Issuer.

Mr. Zuckerman beneficially owns, and has the sole power to vote and dispose of, a total of 1,225,539 Ordinary Shares consisting of (i) 780,739 Ordinary Shares, (ii) Convertible Promissory Notes to purchase 294,400 Ordinary Shares at a conversion price of \$1.25 per share, (iii) a 2006 Warrant to purchase 110,400 Ordinary Shares, exercisable at an exercise price of \$1.25 per share and (iv) options, exercisable within 60 days, to purchase 40,000 Ordinary Shares at an exercise price per share ranging from \$0.49 to \$2.42 per share. The 1,225,539 Ordinary Shares beneficially owned by Mr. Zuckerman represent approximately 5.18% of the issued and outstanding Ordinary Shares of the Issuer.

Mr. Ratner beneficially owns, and has the sole power to vote and dispose of, a total of 1,298,454 Ordinary Shares consisting of (i) 372,452 Ordinary Shares, (ii) Convertible Promissory Notes due 2009 to purchase 128,002 Ordinary Shares at a conversion price of \$1.25 per share, (iii) a 2006 Warrant to purchase 48,000 Ordinary Shares, exercisable at an exercise price of \$1.25 per share and (iv) options, exercisable within 60 days, to purchase 750,000 Ordinary Shares at an exercise price per share equal to \$2.30 per share. The 1,298,454 Ordinary Shares beneficially owned by Mr. Ratner represent

approximately 5.38% of the issued and outstanding Ordinary Shares of the Issuer.

Each of the Reporting Persons disclaims beneficial ownership of all of the Ordinary Shares of the other Reporting Persons and further disclaims the existence of a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

(c) Other than as described in Item 4 above, the Reporting Persons have not effected any transactions in the Ordinary Shares in the past 60 days ending on January 7, 2009.

(d) Not applicable.

(e) Not applicable.

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

Item 4 is incorporated by reference herein.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Statement is hereby amended and supplemented as follows:

Exhibit Number	Description of Exhibit
1	Agreement of Joint Filing among the Reporting Persons, dated March 20, 2007 (incorporated by reference to Exhibit 1 to the Reporting Persons' Schedule 13D/A filed with the SEC on March 20, 2007).
2	Loan Agreement, dated November 25, 2008 (incorporated by reference to Exhibit 99.2 from the Registrant's Form 6-K filed with the SEC on November 26, 2008).
3	Fixed Charge Agreement, dated November 25, 2008 (incorporated by reference to Exhibit 99.3 from the Registrant's Form 6-K filed with the SEC on November 26, 2008).
4	Floating Charge Agreement, dated November 25, 2008 (incorporated by reference to Exhibit 99.4 from the Registrant's Form 6-K filed with the SEC on November 26, 2008).
5	Inter-creditor Agreement, dated November 25, 2008 (incorporated by reference to Exhibit 99.5 from the Registrant's Form 6-K filed with the SEC on November 26, 2008).
6	Form of Convertible Promissory Note, dated April 2004 (incorporated by reference to Exhibit 4 to the Reporting

Persons' Schedule 13D/A filed with the SEC on June 16, 2004).

7 Form of Warrant, dated September 2006 (incorporated by reference to Exhibit 11 to the Reporting Persons' Schedule 13D/A filed with the SEC on November 6, 2006).

8 Extension Agreement, dated January 7, 2009

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.

Date: January 26, 2009

By:/s/ Shimon Alon

Shimon Alon

By:/s/ Ron Zuckerman

Ron Zuckerman

By:/s/ Aki Ratner

Aki Ratner

EXTENSION AGREEMENT

This Extension Agreement (this "Agreement") is entered into as of January 7, 2009, by and among (i) Attunity Ltd., a company organized under the laws of the State of Israel and registered under No. 52-004306-8 (the "Company"), and (ii) the individuals and entities listed in Exhibit A hereto (each, a "Holder" and collectively, "Holders").

WITNESSETH

WHEREAS, the Company and the Holders entered into that certain Note and Warrant Purchase Agreement, dated March 22, 2004 (together with the ancillary documents thereto, the "Note Purchase Agreement"); and pursuant to the Note Purchase Agreement, each of the Holders was issued, and currently holds, Convertible Promissory Notes due May 4, 2009 (the "Notes") in the principal amounts set forth opposite each Holder's name in Exhibit A hereto;

WHEREAS, the Company and certain of the Holders entered into that certain Securities Purchase Agreement, dated August 29, 2006 (together with the ancillary documents thereto, the "Securities Purchase Agreement"); and pursuant to the Securities Purchase Agreement, each of the Holders (or another person if so indicated in Exhibit A) was issued, and currently holds, Warrants to purchase Ordinary Shares of the Company, exercisable until October 9, 2009 at an exercise price of \$1.25 per share (the "Warrants"), for the number of Warrant Shares set forth opposite each Holder's name in Exhibit A hereto; and

WHEREAS, subject to the terms and conditions set forth herein, the parties wish to extend the maturity date of the Notes by eighteen (18) months and, in connection therewith, to amend some of the terms of the Notes and Warrants as further set forth herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Preamble. The preamble to this Agreement constitutes an integral part hereof.

2. Effective Date. This Agreement shall become effective subject to (i) the approval thereof by the shareholders of the Company (the "Effective Date") and (ii) the conversion into equity securities of all of the outstanding principal amount provided (or to be provided up to \$0.9 million) to the Company in accordance with that Loan Agreement, dated November 25, 2008 (the "Bridge Loan").

3. Extension; Amendments. As of the Effective Date, the following shall immediately and automatically come into effect:

3.1. Notwithstanding anything to the contrary in the Note Purchase Agreement or the Notes, (i) the term "Maturity Date" (as defined in the Notes) shall be amended for all intents and purposes so as to read "November 4, 2010", and (ii) Section 1.2 of the Notes shall be amended so that the words "this Note shall bear interest, in arrears, at a rate per annum equal to five percent (5%), payable semi-annually in cash on the first business day of September and March each year" shall be replaced by "this Note shall bear interest, in arrears, at a floating annual rate of the LIBOR rate published on the first day of each of March and September plus five percent (5%), payable semi-annually in cash on the first business day of September and March each year", it being understood that such new interest rate shall become effective as of the Effective Date.

3.2. Notwithstanding anything to the contrary in the Securities Purchase Agreement or the Warrants, (i) the term "Termination Date" (as defined in the Warrants) shall be amended for all intents and purposes so as to read "April 9, 2011", and (ii) Section 11(b) of the Warrants shall be amended so that the words "If the Company consummates at any time following the date hereof a transaction or a series of related transactions offering Ordinary Shares or Ordinary Shares Equivalents for an aggregate offering price of more than \$1,500,000 (a "Financing")" shall be replaced by "If the Company consummates at any time following the date hereof a transaction or a series of related transactions

offering Ordinary Shares or Ordinary Shares Equivalents for an aggregate offering price of more than \$100,000 (a "Financing")."

3.3. The Note Purchase Agreement shall be amended, to add a new Section 3.16, to read as follows:

"For as long as the principal amount under any of the Notes remains outstanding, the Company shall not, without prior written consent of all the holders of the outstanding principal amount of the Notes then outstanding, borrow any loan which is ranked senior to, or parri passu with, the Notes; it being understood that the foregoing shall not apply to the existing \$2 million loan from Plenus (or any amendment or restructuring thereof with Plenus or another person, as long as the principal amount is not increased)."

4. Representations and Warranties.

4.1 By Company. The Company hereby represents and warrants to the Holders as of the date hereof as follows: (a) Company is a corporation duly formed and validly existing under the laws of the State of Israel, with full corporate power and authority to enter into and perform its obligations under this Agreement; (b) Company has full power and authority to consummate the transactions contemplated hereunder; (c) the consummation of the transactions contemplated hereunder and the performance of this Agreement by the Company will not violate the provisions of the current Memorandum and Articles of Association of the Company, or any applicable law; (d) the execution and performance of this Agreement by the Company has been duly authorized by all necessary corporate actions and has been duly executed and delivered by the Company; and (e) this Agreement is valid and binding upon the Company and enforceable in accordance with its terms, subject to (1) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (2) rules of law governing specific performance, injunctive relief and other equitable remedies.

4.2 By Holders. Each of the Holders, severally and not jointly, represents and warrants to the Company on the date hereof as follows: (a) it has the full power and authority to execute this Agreement and to consummate the transactions contemplated hereby to be consummated by the Holder. This Agreement has been duly executed by the Holder, and this Agreement constitutes the valid and binding obligation of the Holder, enforceable against it in accordance with its respective terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies; (b) if a corporation, the Holder is duly organized and properly registered in the jurisdiction of its organization and the execution, delivery and performance of this Agreement will not violate any provision of the corporate documents of such Holder; (c) Holder has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of the transactions evidenced by this Agreement and can bear the economic consequences of such investment and/or loan for an indefinite period of time; (d) Holder is an "accredited investor" as defined in Regulation D promulgated under the Securities Act; (e) Holder is purchasing the securities under this Agreement only for investment, for the Holder's own account, and without any present intention to sell or distribute such securities; and (f) Holder will not sell, pledge or otherwise dispose of any of the securities issued or to be issued hereunder in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules and regulations of the SEC promulgated under either of the foregoing.

5. Acknowledgement. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. By executing this Agreement, each of the parties hereby represents that it is aware to his, her or its right to consult with its own legal counsel concerning this Agreement and this provision.

6. Miscellaneous. This Agreement shall be governed by, and construed according to, the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Other than as specifically set forth herein, the Note Purchase Agreement, the Notes, the Securities Purchase Agreement and the Warrants shall remain in full force and effect with no changes.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Extension Agreement as of the date first above written:

The Company:

Attunity Ltd.

By: _____
Name: _____
Title: _____

The Holders:

GF Capital Management & Advisors, LLC

By: _____
Name: _____
Title: _____

Barrossa Finance LTD.

By: _____
Name: _____
Title: _____

Shimon Alon

By: _____

Sharon Kotlicki

By: _____

Aki Ratner

By: _____

Genia Kotlicki

By: _____

Ron Zuckerman

By: _____

Avishai Kotlicki

By: _____

Peter Luggen

By: _____

<TABLE>
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EXHIBIT A

Names and Addresses of Purchasers

Principal Amount (\$)

Warrant Shares

Shimon Alon

368,000

110,400

55 Rawson Rd, Brookline, MA 02445 USA	368,000	110,400
Ron Zuckerman 9B Hahoresht St, Kfar Shmaryahu Israel	160,000	48,000
Aki Ratner 17 Daniel St, Ramat Gan Israel 52233	220,800	66,240
GF Capital Management & Advisors, LLC 390 Park Ave # 4, New York, NY 10022 USA	147,200	44,160
Peter Luggen Industriestr 16, 6300 Zug Switzerland	184,000	55,200
Sharon Kotlicki Kotlicki-Pery, PO Box 879, Kfar Shmaryahu, 46910 Israel	92,000	27,600
Genia Kotlicki Kotlicki-Pery, PO Box 879, Kfar Shmaryahu, 46910 Israel	92,000	27,600
Avishai Kotlicki Kotlicki-Pery, PO Box 879, Kfar Shmaryahu, 46910 Israel Barrossa Finance Ltd. c/o Lenz@ Staehelin, 58 Bleicherweg CH-8027, Zurich Switzerland	368,000	110,400*

* The warrants are held by Lesser Trust, an intended beneficiary of this Agreement.