

CAESARSTONE LTD.
Filed by
TENE GROWTH CAPITAL III (G.P.) CO LTD.

FORM SC 13D/A
(Amended Statement of Beneficial Ownership)

Filed 02/21/18

Telephone	972 4 636 4555
CIK	0001504379
Symbol	CSTE
SIC Code	3281 - Cut Stone and Stone Products
Industry	Construction Supplies & Fixtures
Sector	Consumer Cyclical

**United States
Securities and Exchange Commission
Washington, D.C. 20549**

**SCHEDULE 13D
(Rule 13d-101)**

**Information to be Included in Statements Filed Pursuant to § 240.13d-1(a) and
Amendments Thereto Filed Pursuant to § 240.13d-2(a)
Under the Securities Exchange Act of 1934**

(Amendment No. 2)*

Caesarstone Ltd.
(Name of Issuer)

Ordinary Shares
(Title of Class of Securities)

M 20598 104
(CUSIP Number)

**Mr. Dori Brown
4 Berkowitz Street
Museum Tower, 11th Floor
Tel Aviv, Israel 64238
972 3 609 3525**

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

February 20, 2018
(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 (however, see the *Notes*).

EXPLANATORY NOTE

This Amendment No. 2 to Schedule 13D (this “Amendment No. 2”) amends and supplements the Statement on Schedule 13D filed by Tene Growth Capital III (G.P.) Company Ltd.; Tene Growth Capital 3 (Fund 3 G.P.) Projects Limited Partnership; Tene Investments in Projects 2016 Limited Partnership (the “Record Holder”); and Dr. Ariel Halperin (“Dr. Halperin” and, together with the Record Holder, the “Reporting Persons”), with the United States Securities and Exchange Commission (the “SEC”) on September 13, 2016 (the “Schedule 13D”), relating to the Ordinary Shares, par value NIS 0.04 per share (the “Ordinary Shares”), of Caesarstone Ltd., an Israeli corporation (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 4. Purpose of Transaction

Certain terms of the Term Sheet as described in Item 4 of the Schedule 13D are hereby amended by adding the following information at the end thereof:

On February 20, 2018, the Record Holder and Sdot Yam agreed to extend the previously disclosed Term by an additional two years (the “Extended Term”). As a result of the extension of the Term, the term of the Call Option has also been extended for an additional two years. During the Extended Term, no additional interest will accrue on the Exercise Price underlying the Call Option. The remainder of the terms of the Call Option and of the Term Sheet remain unchanged.

The foregoing description of the Extended Term does not purport to be complete and is qualified in its entirety by reference to the full text of the Term Sheet Amendment, which is attached as an exhibit to this Amendment No. 2 and incorporated herein by reference.

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

Item 4 above summarizes an amendment to the Term Sheet and is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3	Term Sheet Amendment.

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.

Date : February 20, 2018

Tene Growth Capital III (G.P.) Company Ltd.

By: /s/ Ariel Halperin

By: /s/ Dori Brown

Tene Growth Capital 3 (Fund 3 G.P.) Projects Limited Partnership, by its general partner, Tene Growth Capital III (G.P.) Company Ltd.

By: /s/ Ariel Halperin

By: /s/ Dori Brown

Tene Investments in Projects 2016 Limited Partnership, by its general partner, Tene Growth Capital 3 (Fund 3 G.P.) Projects Limited Partnership, by its general partner, Tene Growth Capital III (G.P.) Company Ltd.

By: /s/ Ariel Halperin

By: /s/ Dori Brown

Dr. Ariel Halperin

By: /s/ Ariel Halperin

Amendment of Term Sheet

This Amendment of the term sheet dated September 5, 2016 (the “**Original Agreement**”) is entered into on February 20, 2018, between **Tene Investment in Projects 2016**, Limited Partnership No. 55-027045-8 (the “**Purchaser**”), the obligations of which shall be guaranteed by **Tene Growth Capital 3 P.E.F.**, Limited Partnership No. 55-024953-6, and **Tene Growth Capital 3 P.E.F. (Parallel)**, Limited Partnership No. 55-025116-9 (collectively, “**Tene**”), and between **Mifalei Sdot Yam**, Agricultural Cooperative Society No. 570045666 (“**Sdot Yam**”), an agricultural cooperative society, indirectly wholly owned by **Kibbutz Sdot Yam**, Agricultural Cooperative Society No. 570003509 (Sdot Yam together with Tene shall be referred to as the “**Parties**”).

WHEREAS, the Parties agreed on extending the term of the Original Agreement as follows.

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions: terms appearing in this Amendment and not explicitly defined shall have the meaning ascribed to them in the Original Agreement.
2. The Term.
 - 2.1. Section 3 of the Original Agreement shall be replaced with the following Section:
3. **The Call Option** Beginning on the date of Closing and for a period of 7 (seven) years thereafter (the “**Term**”), the Purchaser shall have a call option (the “**Call Option**”) to purchase from Sdot Yam, at any time during the Term, up to a total amount of 2,000,000 (two million) additional shares of the Company (the “**Option Shares**”).

The exercise price of the Call Option (the “**Exercise Price**”) for the purchase of each of the Option Shares will be an amount in New Israeli Shekels equal to US\$ 43 (forty-three US dollars), based on the known representative rate of exchange of the New Israeli Shekel to the US dollar, as determined at the end of the business day immediately preceding the date of the notice of exercise of the Call Option (the “**Exercise Date**”). Accrued interest (compound interest) shall be added to the Exercise Price as follows: (a) during the first four years following the date of Closing – annual interest at the rate of 3% (three percent) per year; (b) during the fifth year after the date of Closing – annual interest at the rate of 3.5% (three and one-half percent) per year; (c) during the sixth year and seventh year – without annual interest. The

above referenced accrued interest will be calculated for the period between the date of Closing and each applicable Exercise Date, whereby once a year the amount of yearly interest accrued until such date shall be added to the Exercise Price (the Exercise Price with the addition of the accrued interest thereon shall be referred to as the “ **New Exercise Price** ”), and such New Exercise Price shall continue to bear such yearly accrued interest thereon, and so on until each applicable Exercise Date of the Option Shares. The Exercise Price will be adjusted to dividends, such that the New Exercise Price (as calculated on the day of an applicable distribution of dividend) will be reduced by an amount equal to the amount of dividend per share that will be distributed, and such reduced amount shall continue to bear the above-mentioned interest until the Exercise Date.

3. This Amendment shall be subject only to the laws of the State of Israel without regard to its choice of law provisions. The competent courts in the District of Tel Aviv shall have sole and exclusive jurisdiction to adjudicate any dispute that arises in connection with this Amendment.
4. Except as stated above, all provisions and terms of the Original Agreement shall continue in full force and effect, without any change.

[Remainder of This Page Intentionally Left Blank; Following is the Signature Page]

Mifalei Sdot Yam, Agricultural Cooperative Society Ltd.

By: /s/ Amit Ben Tzvi
Position: Business Manager (Farm Coordinator)

By: /s/ Tom Pardo Yitzhaki
Position: Finance Manager

Tene Investment in Projects 2016, Limited Partnership

By: /s/ Ariel Halperin
Position: Managing Partner

By: /s/ Ran Ben-Or
Position: Managing Partner

We the undersigned hereby guarantee, by way of a complete and absolute guarantee that cannot be canceled under any circumstances, all of the Purchaser's undertakings pursuant to this Amendment:

Tene Growth Capital 3 P.E.F., Limited Partnership

By: /s/ Ariel Halperin
Position: Managing Partner

By: /s/ Ran Ben-Or
Position: Managing Partner

Tene Growth Capital 3 P.E.F. (Parallel), Limited Partnership

By: /s/ Ariel Halperin
Position: Managing Partner

By: /s/ Ran Ben-Or
Position: Managing Partner