

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 31, 2012

**LAPIS TECHNOLOGIES, INC.**

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>333-100979</u> (Commission File Number)	<u>27-0016420</u> (IRS Employer Identification No.)
<u>70 Kinderkamack Road, Emerson, New Jersey</u> (Address of principal executive offices)		<u>07630</u> (Zip Code)

Registrant's telephone number, including area code: (201) 225-0190

n/a

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On December 31, 2012, Lapis Technologies, Inc. (the “Company”) entered into a First Amendment to the Amended and Restated Note and Warrant Purchase Agreement (the “Amendment”) with UTA Capital LLC, a Delaware limited liability company (“UTA”), pursuant to which the Company and UTA amended the Amended and Restated Note and Warrant Purchase Agreement, dated as of August 31, 2012, by and between the Company and UTA (the “Purchase Agreement”).

Pursuant to the Amendment (capitalized terms not otherwise defined in this Form 8-K have the meanings ascribed to such terms in the Purchase Agreement), the Company and UTA amended Section 6.2(a)(vii) of the Purchase Agreement, Section 6(c)(i) of the First Note and Section 6(c)(i) of the Second Note to provide that any net proceeds of any equity financing by the Company or any Subsidiary will be applied as follows: (x) the first \$4,000,000 may be retained by the Company or applied to reduce other obligations of the Company or a Subsidiary, and (y) 75% of the excess of such net proceeds over \$4,000,000 may be retained by the Company or applied to reduce other obligations of the Company or a Subsidiary and the remaining 25% shall be applied (A) first to repayment of the First Note and (B) second, to the extent any proceeds remain, to the repayment of the Second Note.

Pursuant to the Amendment, the Company and UTA further agreed that the First Warrant issued by the Company to UTA upon the Initial Closing shall be either (i) converted into 952,227 shares of Common Stock or (ii) annulled and in such event the Company will issue to UTA 952,227 shares of Common Stock.

Concurrent with the execution of the Amendment, UTA executed a waiver with respect to its registration rights under Sections 11.1 and 11.2 of the Purchase Agreement in respect of the Company’s proposed offering of its common stock, par value \$0.001 per share (the “Common Stock”), pursuant to the Registration Statement on Form S-1 filed by the Company with the Securities and Exchange Commission on December 14, 2012 under the Securities Act of 1933, as amended.

All other terms of the Purchase Agreement remain in full force and effect.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LAPIS TECHNOLOGIES, INC.

Dated: January 7, 2013

By: /s/ David Lucatz

Name: David Lucatz

Title: President and Chief Executive Officer

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