

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)

(Amendment No. 8)¹

Alcobra Ltd.
(Name of Issuer)

Ordinary Shares, par value of NIS 0.01
(Title of Class of Securities)

M2239P 10 9
(CUSIP Number)

AMIR EFRATI
BROSH CAPITAL PARTNERS, L.P.
11 Menachem Begin Rd.
Ramat-Gan, Israel 5268104
+972-77-3206050

STEVE WOLOSKY, ESQ.
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 12, 2017
(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.

¹ 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 Brosh Capital Partners, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 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 - 0 -
	8	SHARED VOTING POWER 3,656,064
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 3,656,064
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,656,064	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.3%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON Exodus Management Israel Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX 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 - 0 -
	8	SHARED VOTING POWER 3,928,046
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 3,928,046
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,928,046	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON The Phoenix Holding Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX 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 - 0 -
	8	SHARED VOTING POWER 626,208
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 626,208
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 626,208	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.3%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON Delek Group Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX 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 - 0 -
	8	SHARED VOTING POWER 626,208
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 626,208
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 626,208	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.3%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON Itshak Sharon (Tshuva)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX 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 - 0 -
	8	SHARED VOTING POWER 626,208
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 626,208
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 626,208	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.3%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Amir Efrati	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX 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 - 0 -
	8	SHARED VOTING POWER 4,554,254
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 4,554,254
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,554,254	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 16.5%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 8 to the Schedule 13D filed by the undersigned (“Amendment No. 8”). This Amendment No. 8 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On June 12, 2017, the Reporting Persons entered into a cooperation agreement (the “Cooperation Agreement”) with the Issuer. Pursuant to the Cooperation Agreement, the Issuer appointed two new directors, Amir Efrati and Yuval Yanai, to the Issuer’s board of directors (the “Board”), effective as of the execution of the Cooperation Agreement. Mr. Yanai is not affiliated with the Reporting Persons and qualifies as an independent director. As of the appointments, the Issuer’s Board consists of ten directors.

The Cooperation Agreement provides that the Issuer will continue its ongoing review of strategic alternatives and existing proposals by inviting additional proposals from targeted candidates and conducting diligence on several additional prospects. Pursuant to the Cooperation Agreement, the Reporting Persons have withdrawn their letter sent to the Issuer on May 11, 2017. Under the Cooperation Agreement the Reporting Persons and the Issuer have also agreed that the Issuer’s upcoming annual meeting of the shareholders, previously scheduled to occur by July 20, 2017, will be postponed until September 1, 2017, and, if needed, further postponed as long as the Issuer’s strategic review process is ongoing and satisfactory to both parties.

Pursuant to the Cooperation Agreement, the Reporting Persons, subject to certain conditions, agree to vote all of their shares in the Issuer (i) in favor of a merger/acquisition candidate that the Issuer identifies, and (ii) for such other items on the agenda of shareholder meetings which are related to or support such merger/acquisition transaction. The Reporting Persons have also agreed to certain customary standstill provisions.

The foregoing description of the Agreement is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

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

Item 6 is hereby amended to add the following:

On June 12, 2017, the Reporting Persons and the Issuer entered into the Agreement defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Cooperation Agreement, dated as of June 12, 2017, among Alcobra Ltd. and Brosh Capital Partners L.P., Brosh Capital L.P., Amir Efrati and Asaf Frummerman.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 3, 2017

BROSH CAPITAL PARTNERS, L.P.

By: Exodus Management Israel Ltd.
Its General Partner

By: /s/ Amir Efrati
Name: Amir Efrati
Title: Authorized Signatory

EXODUS MANAGEMENT ISRAEL LTD.

By: /s/ Amir Efrati
Name: Amir Efrati
Title: Authorized Signatory

THE PHOENIX HOLDING LTD.

By: /s/ Amir Efrati
Name: Amir Efrati
Title: Authorized Signatory

DELEK GROUP LTD.

By: /s/ Amir Efrati
Name: Amir Efrati
Title: Authorized Signatory

/s/ Amir Efrati
Amir Efrati
Individually, and as attorney-in-fact for Itshak Sharon (Tshuva)

June 12, 2017

Reference is made to: (i) the agreement (the "Settlement Agreement") between Alcobra Ltd. (the "Company") and Brosh Capital Partners L.P. (formerly named Exodus Capital L.P.), Brosh Capital L.P., Amir Efrati and Asaf Frummerman, of May 5, 2017, which was also approved by the Economic Division of the District Court of Tel Aviv (the "Court"), and (ii) the letter from Brosh Capital Partners L.P. to the Company, dated May 11, 2017 (the "Request Letter"). Brosh Capital Partners L.P., together with Brosh Capital L.P., Amir Efrati and Asaf Frummerman are referred to as the "Brosh Group".

Further to the discussions between the Brosh Group and the Company, it is hereby agreed as follows:

1. The next annual general meeting of shareholders of the Company (the "2017 AGM") shall be called for by the Company so that it will be held no later than September 1, 2017, provided however, that, at the Company's request, the Brosh Group shall agree that the 2017 AGM may be held after September 1, 2017, if the Company continues its process to identify promising merger/acquisition candidates (the "M&A Candidates") and such process is reasonably satisfactory to both the Company and Brosh Capital Partners L.P. Each of the Company and Brosh Capital Partners L.P. is entitled to determine that the process is unsatisfactory at its sole discretion.

2. The board of directors of the Company (the "Board") shall decide whether the Company shall proceed towards entering into a definitive agreement with any of the M&A Candidates, which candidate(s), if any, shall be selected by the Board. For the avoidance of doubt, if required under the Israeli Companies Law, 5759-1999 (the "Companies Law"), the transaction between the Company and the M&A Candidate shall be brought to the Company's shareholders for approval to the extent so required.

3. So long as Efrati (as defined below) is serving as a member of the Board, the Brosh Group and its affiliates will vote all of their shares in the Company in favor of a transaction with an M&A Candidate and for such other items on the agenda of shareholder meetings which are related to or support such transaction, in each case, provided that the Board has recommended a "for" vote in respect thereof. Notwithstanding the foregoing, the Brosh Group and its affiliates will not be required to vote in favor of such transaction if Efrati (as defined below), in his capacity as a member of the Board, voted against the transaction with the M&A Candidate that is brought for approval by the shareholders.

4. Based on the documents and other information provided by Mr. Amir Efrati ("Efrati") and Mr. Yuval Yanai (each a "Brosh Designee"), as well as the executed irrevocable resignation letters in the form attached hereto as Exhibit A, the Company has agreed that each Brosh Designee shall be added, effective immediately, as a member of the board of directors of the Company for a term to end at the 2017 AGM or earlier in accordance with the terms of the resignation letter.

5. So long as he is a member of the Board, each Brosh Designee shall comply with all policies, procedures, processes, codes, rules, standards and guidelines in effect from time to time, applicable to other members of the Board, provided that the terms thereof are not unlawful, including the Company's code of conduct, code of ethics, securities trading policies, anti-hedging policies, confidentiality policies and corporate governance guidelines, and preserve the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board or Board committees, and the Brosh Group shall use its reasonable efforts to ensure that Amir Efrati shall comply therewith. In respect of his service as a member of the Board, each Brosh Designee shall be provided with the same level of insurance coverage and undertakings as to exculpation and indemnification as the other members of the Board, consistent with the Company's policies from time to time.

6. Notwithstanding the foregoing, if at any time during the Standstill Period (as defined below), (A) The Brosh Group and its affiliates ceases to “beneficially own” (as such term is defined in Rule 13d-3 of the U.S. Securities Exchange Act of 1934, as amended) an aggregate net long position in at least 2,277,127 Ordinary Shares of the Company (as adjusted for any share splits, bonus shares issuances, combinations, reverse splits, recapitalizations and the like), or (B) any member of the Brosh Group, except for Efrati in his capacity as a director of the Company, participates in any solicitation of proxies to vote the Company’s shares (the exception with regards to solicitation by Efrati shall only apply if he acts consistent with the Board’s recommendation in connection with such matter) or seeks to include items on the agenda of any meeting of the Company’s shareholders, requests that the Company call or itself calls for a meeting of the Company’s shareholders, or publicly encourages any person with respect to the voting of such person’s shares of the Company, or (C) any member of the Brosh Group or its affiliates institutes or, except for Efrati in his capacity as a director of the Company, joins, as a party, any litigation, arbitration or other proceeding against or involving the Company, any of its subsidiaries or any of their respective current or former directors or officers (including, if applicable, derivative actions), or (D) Efrati ceases to serve as a member of the Board, then (1) each of the Brosh Designees shall promptly tender his resignation from the Board and (2) the Company shall have no further obligations under paragraph 4 above. Regardless of the foregoing, each Brosh Designee shall, prior to his appointment to the Board, and the Brosh Group shall cause the Brosh Designees to, execute an irrevocable resignation as director in the form of the letter attached hereto as Exhibit A and deliver it to the Company. Such irrevocable resignation shall enter into effect automatically, and without any further action required by any person or any party thereto, in accordance with the terms of this letter agreement and the irrevocable resignation letter, except that the Company shall have the right not to accept the resignation of one or both Brosh Designees, in which case such resignation shall not come into effect, subject to the consent of the applicable Brosh Designee to continue to serve on the Board. The Brosh Group shall, as promptly as reasonably practicable, notify the Company upon it holding less than the minimum holdings referred to in this paragraph above.

7. From the date hereof until the earlier of: (i) the 2017 AGM and (ii) Efrati having ceased to serve as a member of the Board (the “Standstill Period”), the Brosh Group and its affiliates will not, directly or indirectly, make or in any way participate in any solicitation of proxies to vote, or seek to advise, encourage or influence any person with respect to the voting of, any of the Company’s shares (other than such advice, encouragement or influence that is consistent with the Board’s recommendation in connection with such matter), including taking any action for the convening of any meeting of the Company’s shareholders or for the inclusion of items on the agenda of any such meeting.

8. During the Standstill Period, the Brosh Group and its affiliates and the Company shall not make any statement or announcement that attacks or disparages the other, or their respective directors, officers or employees, in any way that could adversely affect their goodwill, reputation or relationships with the public generally, or with any of their customers, suppliers, shareholders or employees.

9. During the Standstill Period, none of (i) the Brosh Group and its affiliates and (ii) the Company, shall institute, solicit, assist or join, as a party, any litigation, arbitration or other proceeding against or involving the other, any of their respective subsidiaries or any of their respective current or former directors or officers (including, if applicable, derivative actions).

10. During the Standstill Period, the Brosh Group and its affiliates will notify and update the Board of any discussions they have with M&A Candidates or any of their directors or officers as soon as reasonably possible following any such discussions. The foregoing shall not derogate from the exclusive purview of the Board to conduct negotiations with any and all M&A Candidates.

11. Efrati hereby notifies the Company that he waives, and he hereby waives, any and all director fees in connection with his serving as a member of the Board.

12. The Request Letter is hereby withdrawn.

13. The terms of this letter agreement supersede the Settlement Agreement and the parties will file and submit with the Court and take all such actions so that the Court will approve changes to the Settlement Agreement so that there is no contradiction between this letter agreement and the Settlement Agreement.

14. Following the execution of this letter agreement, the Company may announce this letter agreement and the material terms hereof by issuing a press release, coordinated with Brosh Capital Partners L.P., substantially in the form attached hereto as **Exhibit B**.

15. During the Standstill Period, the Company will continue to explore cost reduction alternatives to the minimum required with respect to the Company's day-to-day operations, taking into account its process to identify M&A Candidates, and shall update the Board with respect thereto.

Acknowledged and Agreed:

Alcobra Ltd.

By: /s/ Dr. Yaron Danieli
Name: Dr. Yaron Danieli
Title: Chairman

Brosh Capital L.P.

By: /s/ Asaf Frumerman
Name: Asaf Frumerman
Title: Partner

/s/ Asaf Frumerman
Asaf Frumerman

Brosh Capital Partners L.P.

By: /s/ Amir Efrati
Name: Amir Efrati
Title: Managing Partner

/s/ Amir Efrati
Amir Efrati

Exhibit A

Irrevocable Resignation Letter

June 12, 2017

Attention: Board of Directors
Alcobra Ltd.
Azrieli Triangle Building, 39th Floor
132 Derech Menachem Begin
Tel Aviv, 6701101, Israel

Re: Resignation

Ladies and Gentlemen:

This irrevocable resignation is delivered pursuant to paragraph 6 of that certain letter agreement, dated June 12, 2017 (the "Agreement"), by and between Alcobra Ltd. (the "Company") and Brosh Capital Partners L.P., Brosh Capital L.P., Amir Efrati and Asaf Frummerman. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

Effective only upon, and subject to, the occurrence of any of the following during the Standstill Period, (i) the Brosh Group and its affiliates ceases to "beneficially own" (as such term is defined in Rule 13d-3 of the U.S. Securities Exchange Act of 1934, as amended) an aggregate net long position in at least 2,277,127 Ordinary Shares of the Company (as adjusted for any share splits, bonus shares issuances, combinations, reverse splits, recapitalizations and the like), or (ii) any member of the Brosh Group, except for Efrati in his capacity as a director of the Company, participates in any solicitation of proxies to vote the Company's shares (the exception with regards to solicitation by Efrati shall only apply if he acts consistent with the Board's recommendation in connection with such matter) or seeks to include items on the agenda of any meeting of the Company's shareholders, requests that the Company call or itself calls for a meeting of the Company's shareholders, or publicly encourages any person with respect to the voting of such person's shares of the Company, or (iii) any member of the Brosh Group or its affiliates institutes or, except for Efrati in his capacity as a director of the Company, joins, as a party, any litigation, arbitration or other proceeding against or involving the Company, any of its subsidiaries or any of their respective current or former directors or officers (including, if applicable, derivative actions), [or (iv) Efrati ceases to serve as a member of the Board,]¹ I hereby resign from my position as a director of the Company and from any and all committees of the Board on which I serve.

This resignation may not be withdrawn by me at any time during which it is effective.

Sincerely,

Name:

¹ To be included only in Mr. Yanai's letter.

Exhibit B

Press Release