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

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): May 17, 2018

BRT APARTMENTS CORP.

(Exact name of Registrant as specified in charter)

Maryland

(State or other jurisdiction
of incorporation)

001-07172

(Commission file No.)

13-2755856

(IRS Employer I.D. No.)

60 Cutter Mill Road, Suite 303, Great Neck, New York 11021

(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: 516-466-3100

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On May 17, 2018, we entered into separate amendments (each, an “Amendment,” and collectively, the “Amendments”) to the equity distribution agreements dated January 11, 2018 (each, a “Prior Sales Agreement” and collectively, the “Prior Sales Agreements”), with each of Compass Point Research and Trading, LLC, B. Riley FBR, Inc. and BTIG, LLC (each, a “Sales Agent” and collectively, the “Sales Agents”). Pursuant to the Prior Sales Agreements, each Sales Agent agreed to act as a sales agent in connection with the sale of shares of our common stock, par value \$.01 per share (the “Shares”), from time-to-time, through an “at the market” equity offering program. The Prior Sales Agreements provided for the sale of Shares with an aggregate sales price of \$20 million and such agreements, as amended by the Amendments (as so amended, each, a “Sales Agreement,” and collectively, “the Sales Agreements”) (i) increased the aggregate sales price of Shares that may be sold to \$30 million. Since the commencement of our at-the-market equity offering program through May 17, 2018, we sold \$3,083,834 in aggregate sales price of Shares and therefore, as of May 17, 2018, after giving effect to the Amendment, we may offer and sell up to an additional \$ 26,916,166 in aggregate sales price of Shares.

The sales, if any, of the Shares made under the Sales Agreements will be made by any method permitted by law deemed to be an “at-the-market” offering as defined in Rule 415 promulgated under the Securities Act of 1933, as amended.

The Sales Agreements provide that each Sales Agent will receive from us a commission for its services in acting as sales agent of up to 3.0% of the gross sales price per share of all Shares sold through it as Sales Agent under the applicable Sales Agreement. The Sales Agents are also entitled to reimbursement of their reasonable expenses in an aggregate amount not to exceed \$35,000. We are not obligated to sell any of the Shares under the Sales Agreement, and may at any time suspend solicitation and offers thereunder. The offering of Shares pursuant to any of the Sales Agreements will terminate on the earlier of (1) after giving effect to the Amendment, the sale, pursuant to the Sales Agreements, of Shares having an aggregate offering price of \$30 million and (2) the termination of the applicable Sales Agreement by either us or the Sales Agents as permitted therein.

The Shares will be issued pursuant to our shelf registration statement on Post-Effective Amendment No. 1 to Form S-3 (File No. 333-213162). Concurrently herewith, we are filing a prospectus supplement (the “Prospectus Supplement”), dated May 17, 2018, with the Securities and Exchange Commission in connection with the offer and sale of the Shares.

In the ordinary course of their business, the Sales Agents and/or their respective affiliates have in the past provided, and may continue to provide, certain commercial banking, financial advisory, investment banking and other services for us for which the Sales Agents and/or their respective affiliates have received and may continue to receive customary fees and commissions. In addition, the Sales Agents have advised that from time to time, such agents and/or their respective affiliates have in the past effected, and may continue to effect, transactions for their own account or the account of customers, and have held, and may continue to hold, on behalf of themselves or their customers, long or short positions in our equity securities or loans.

This Current Report shall not constitute an offer to sell or the solicitation of an offer to buy any security nor there any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

The foregoing description is qualified in its entirety by reference to the full text of the Prior Sales Agreements, the form of which was filed as Exhibit 1.1 to the Current Report on Form 8-K filed on January 11, 2018, and the Amendment, the form of which is attached as Exhibit 1.2 to this Current Report. Each of such exhibits is incorporated by reference herein.

Also attached hereto as Exhibit 5.1, and incorporated by reference to the Prospectus Supplement, is the opinion of Dentons US LLP relating to the legality of the Shares.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

In reviewing the agreement included as an exhibit to this Current Report on Form 8-K, please remember it is included to provide you with information regarding its terms and is not intended to provide any other factual or disclosure information about us or the other party to the agreement. The agreement contain representations and warranties by each of the parties thereto. These representations and warranties have been made solely for the benefit of the other party to the agreement and:

should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;

have been qualified by disclosures that were made to the other party in connection with the negotiation of the agreement, which disclosures are not necessarily reflected in the agreement;

may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and

were made only as of the date of the agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments. Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time.

Exhibit No.	Description of Exhibit
1.1	Form of Equity Distribution Agreement (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed January 11, 2018).
1.2	Form of Amendment to Equity Distribution Agreement.
5.1	Opinion of Dentons US LLP.
23.1	Consent of Dentons US LLP (included as part of Exhibit 5.1).

SIGNATURE

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.

BRT APARTMENTS CORP.

Date: May 17, 2018

By: /s/ George Zweier
George Zweier,
Vice President and
Chief Financial Officer

AMENDMENT NO. 1 TO EQUITY DISTRIBUTION AGREEMENT

May 17, 2018

Ladies and Gentlemen:

BRT Apartments Corp., a Maryland corporation (the “**Company**”) and _____ (the “**Agent**”) are parties to that certain Equity Distribution Agreement dated January 11, 2018 (the “**Original Agreement**”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows (to be effective as set forth in paragraph 3 below):

1. Section 1 of the Original Agreement is hereby deleted and replaced in its entirety with the following:

Issuance and Sale of Shares. Subject to the next paragraph, the Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, acting as agent and/or principal, shares (the “**Placement Shares**”) of the Company’s common stock, \$0.01 par value per share (the “**Common Stock**”), having an aggregate offering price of up to \$30,000,000 (the “**Maximum Amount**”); *provided, however*, that in no event shall the Company issue or sell through the Agent such number of Placement Shares that (a) exceeds the number of shares of Common Stock registered on the effective Registration Statement (as defined below) pursuant to which the offering is being made, or (b) exceeds the number of authorized but unissued shares of the Company’s Common Stock. Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in this Section 1 on the aggregate offering price of the Placement Shares issued and sold under this Agreement shall be the sole responsibility of the Company, and that the Agent shall have no obligation in connection with such compliance, provided that the Agent strictly follows the trading instructions provided pursuant to any Placement Notice (as defined below), including, without limitation, not selling in excess of the number of Placement Shares specified in any Placement Notice. The issuance and sale of Placement Shares through the Agent shall be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the “**Commission**”), although nothing in this Agreement shall be construed as requiring the Company to use the Registration Statement (as defined below) to issue Common Stock.

The Company has also entered into separate Agreements of even date herewith (the “**Alternative Sales Agreements**”), pursuant to which it may, from time to time during the term of such Alternative Sales Agreement, issue and sell through or to B. Riley FBR, Inc. or BTIG, LLC (the “**Alternative Agents**”), as sales agents and/or principals. The aggregate offering price of shares of Common Stock that may be sold pursuant to this Agreement and the Alternative Sales Agreements shall not exceed the Maximum Amount.

The Company has filed in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the “**Securities Act**”), with the Commission a registration statement on Form S-3 (No. 333-213162), including a base prospectus, relating to certain securities (including the Placement Shares) to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the “**Exchange Act**”). The Company has also prepared a prospectus supplement to the base prospectus included as part of the registration statement, which specifically relates to the Placement Shares to be issued from time to time by the Company (the “**ATM Prospectus Supplement**”). The Company will furnish to the Agent, for use by the Agent, copies of the ATM Prospectus Supplement relating to the Placement Shares. Except where the context otherwise requires, such registration statement, as amended when it became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be a part of such registration statement pursuant to Rule 430B, 430C or 462(b) of the Securities Act, as well as any comparable successor registration statement filed by the Company for the sale of shares of its Common Stock, including the Placement Shares, collectively are herein called the “**Registration Statement**.” The ATM Prospectus Supplement, including all documents incorporated or deemed to be incorporated by reference therein, included in the Registration Statement, in the form in which the ATM Prospectus Supplement has most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, together with the then issued Issuer Free Writing Prospectus(es) (as defined below), is herein called the “**Prospectus**.” Any reference herein to the Registration Statement, the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated, or deemed incorporated, by reference therein, and any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement or the Prospectus shall be deemed to refer to and include the filing after the execution hereof of any document with the Commission deemed to be incorporated by reference therein (the “**Incorporated Documents**”). For purposes of this Agreement, all references to the Registration Statement, the Prospectus or to any amendment or supplement thereto shall be deemed to include any copy filed with the Commission pursuant to its Electronic Data Gathering Analysis and Retrieval System or, if applicable, the Interactive Data Electronic Applications system (collectively, “**EDGAR**”).

2. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

3. Entire Agreement; Amendment; Severability. This Amendment No. 1 to the Original Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the “Agreement” shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to “date of this Agreement” in the Original Agreement shall continue to refer to the date of the Original Agreement, and the reference to “time of execution of this Agreement” set forth in Section 12(a) shall continue to refer to the time of execution of the Original Agreement.

4. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

5. Waiver of Jury Trial. The Company and the Agent each hereby irrevocably waive any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

6. Counterparts. This amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and the Agent.

Very truly yours,

BRT APARTMENTS CORP.,
the Company

By:

Name:
Title:

[Signature page to Amendment No. 1 to Equity Distribution Agreement]

[Agent Name]

By:

Name:

Title:

The logo for Dentons, featuring the Chinese characters "大成" followed by "DENTONS" in a bold, sans-serif font, all contained within a purple arrow-shaped graphic pointing to the right.

Dentons US LLP
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May 17, 2018

Board of Directors
BRT Apartments Corp.
60 Cutter Mill Road, Suite 303
Great Neck, NY 11021

Re: BRT Apartments Corp., Registration Statement on Form S-3 (File No. 333-213162)

Ladies and Gentlemen:

In our capacity as counsel to BRT Apartments Corp., a corporation organized under the laws of the State of Maryland (the “Company”), we have been asked to render this opinion in connection with a registration statement on Form S-3 (File No. 333-213162) (the “Registration Statement”), which Registration Statement was filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “1933 Act”), and the prospectus supplement filed pursuant to Rule 424(b) under the 1933 Act, dated the date hereof (the “Prospectus Supplement”), under which up to \$26,916,166 of shares (the “Shares”) of common stock, par value \$0.01 per share, of the Company may be sold from time to time by the Company pursuant to separate Equity Offering Sales Agreements dated January 11, 2018 (each, the “Prior Agreement”) by and between the Company and each of the Agents(as defined), as amended by Amendment No.1 (the “Amendment”) dated the date hereof (each Prior Agreement, as amended by the Amendment, the “Sales Agreement”) by and between the Company and each of Compass Point Research and Trading, LLC, B. Riley FBR, Inc. and BTIG, LLC (each, an “Agent” and collectively, the “Agents”). This opinion is being delivered to you at your request in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the 1933 Act.

In connection with rendering this opinion, we have examined and are familiar with (i) the Company’s Articles of Incorporation, (ii) the Company’s By-Laws, (iii) the Registration Statement, including the prospectus contained therein (the “Base Prospectus”), (iv) the Prospectus Supplement (the Base Prospectus and the Prospectus Supplement are collectively referred to herein as the “Prospectus”), (v) corporate proceedings of the Company relating to the Shares, and (vi) such other instruments and documents as we have deemed relevant under the circumstances.

In making the aforesaid examinations, we have assumed the genuineness and authenticity of all documents examined by us and all signatures thereon, and the conformity to originals of all copies of all documents examined by us.

Based on the foregoing, and in reliance thereon, and subject to the qualifications, limitations and exceptions stated herein, we are of the opinion that the Shares have been duly authorized and, when issued and delivered by the Company against due payment therefor in accordance with the terms set forth in the Registration Statement and the Prospectus, will be validly issued, fully paid and non-assessable.

Maclay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners ► 大成 ► McKenna Long

The foregoing opinion is limited to the laws of the State of Maryland (excluding local laws) and federal law of the United States of America. In this regard, we note that we do not practice law in the State of Maryland and do not maintain any office therein. Any opinions expressed herein with respect to the law of the State of Maryland have been reviewed by a member of our firm admitted to practice law in the State of Maryland.

We hereby consent to the use of our opinion as an exhibit to the Registration Statement and to the reference to this firm and this opinion under the heading "Legal Matters" in the Prospectus comprising a part of the Registration Statement and any amendment thereto. In giving such consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the 1933 Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Dentons US LLP

Dentons US LLP
