

**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): February 05, 2020

BRT APARTMENTS CORP.

(Exact name of Registrant as specified in charter)

Maryland	001-07172	13-2755856
(State or other jurisdiction of incorporation)	(Commission file No.)	(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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock	BRT	NYSE

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

- 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 8.01 Other Events.**

We entered into a second amendment, effective as of January 31, 2020, to our credit facility with an affiliate of Valley National Bank. As a result of the amendment, we may now also use the facility for working capital and operating expenses.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
<a href="#">10.1</a>	Second amendment dated January 31, 2020 to Loan Agreement dated April 18, 2019 between us and VNB New York, LLC
101	Cover Page Interactive Data File - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

**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.

February 14, 2020

By: /s/ George Zweier

George Zweier, Vice President  
and Chief Financial Officer

As of January 31, 2020

BRT Apartments Corp.  
60 Cutter Mill Road, Suite 303  
Great Neck, NY 11021  
Attention: Mr. David Kalish, SVP-Finance

Re: BRT Apartments Corp. with VNB New York, LLC.

Dear Mr. Kalish:

Reference is hereby made to that certain \$10,000,000 credit facility (the “**Loan**”) made available by VNB New York, LLC (the “**Lender**”) to BRT Apartments Corp., a Maryland corporation (the “**Borrower**”), evidenced by a Revolving Credit Note made by Borrower in favor of the Lender, in the original principal amount of up to \$10,000,000 dated April 18, 2019 (the “**Note**”) and subject to the terms of a certain Loan Agreement executed by Borrower and the Lender dated April 18, 2019, as amended, (the “**Loan Agreement**”) together with all other instruments and documents executed in connection therewith, collectively, the “**Loan Documents**”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Documents.

Specific reference is made to Section 2.10 of the Loan Agreement which pertains to the permitted usage of the proceeds of Revolving Credit Loans by the Borrower. The Lender has agreed to modify Section 2.10, subject to the terms of this letter agreement (this “**Second Amendment**”), and further subject to the Borrower acknowledging and agreeing to all of the terms and conditions herein.

**A. Amendment to Sections 2.10.** The Borrower and the Lender agree that Section 2.10 of the Loan Agreement is deleted in its entirety and replaced with the following:

**Section 2.10 Use of Proceeds:** The proceeds of the Revolving Credit Loans shall be used for (i) the acquisition of or investment in a Property and/or (ii) working capital (including for dividend payments) and/or (iii) operating expenses. No part of the proceeds of any Revolving Credit Loan may be used for any purpose that directly or indirectly violates or is inconsistent with, the provisions of Regulations T, U or X. Borrower shall not use, and shall take reasonable steps to ensure that none of its Subsidiaries and its or their respective directors, officers, employees and agents shall use, the proceeds of any Revolving Credit Loans (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country.

**B. Conditions.** The effectiveness of this Second Amendment shall be expressly subject to receipt by the Lender of a fully executed original signatures copy of this Second Amendment.

**C. Miscellaneous.** All terms and conditions of the Loan Documents, except as modified by this Second Amendment are hereby affirmed and ratified.

[SIGNATURE PAGE FOLLOWS]

As of January 31, 2020  
Page 1 of 2

Very truly yours,

**VNB NEW YORK, LLC**

By: Andrew Baron

Name: Andrew Baron

Title: First Vice President

All of the terms and conditions of this Second Amendment are acknowledged and agreed:

**BORROWER:**

BRT Apartments Corp.

By: Dario W Kacish

Name: DARIO W KACISH

Title: SR VP - finance