

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): June 11, 2021

BRT APARTMENTS CORP.

(Exact name of Registrant as specified in charter)

<u>Maryland</u>	<u>001-07172</u>	<u>13-2755856</u>
(State or other jurisdiction of incorporation)	(Commission file No.)	(IRS Employer I.D. No.)

<u>60 Cutter Mill Road, Suite 303, Great Neck, New York</u>	<u>11021</u>
(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.

## Section 5 - Corporate Governance and Management

### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On June 9, 2021, our compensation committee (i) granted 160,000 shares of restricted stock (the “Restricted Stock Awards”) to Participants (as defined in our 2020 Incentive Plan (the “Plan”)) and (ii) adopted a Pay-for-Performance Program under the Plan pursuant to which we awarded Participants an aggregate of 210,375 (including 23,375 Additional TSR Units (as defined) performance based restricted stock units (“PSUs”; and together with the Restricted Stock Awards, the “Awards”). These awards were granted to 17 Participants

The following summary of these awards is qualified in its entirety by reference to the applicable form of restricted stock award agreement and performance award agreement, each of which is annexed hereto as an exhibit, and the Plan.

#### Restricted Stock Awards

Subject to the applicable Participant’s continued relationship with us, the restricted stock cliff vests on June 8, 2026. Prior to vesting, Participants (i) may not sell transfer, pledge or assign their shares and (ii) until the restricted stock is forfeited upon a termination of their relationship with us, are entitled to vote their shares of restricted stock and to receive the dividends payable with respect to such shares. Generally, the restricted stock vests fully upon the death, disability or retirement of the Participant (as such terms are used in the Plan and each such event, a “DDR Event”) or a change in control (as such term is used in the Plan).

#### Pay-for-Performance Program

Each PSU is exchangeable for one share of common stock and, subject to the applicable Participant’s continued relationship with us, vests in 2024 upon satisfaction of the performance goals (*i.e.*, achievement of specified goals in compounded annual growth in adjusted funds from operations) or market goals (*i.e.*, achievement of specified goals in compounded annual growth in total stockholder return) over the three-year performance cycle. (The performance goals and market goals are referred to collectively as the “Performance Goals”). Each Participant also received a cash-settled dividend equivalent right related to the PSUs as further described herein. PSUs may not be sold, transferred assigned or pledged and are not entitled to vote until the underlying shares of common stock have been issued.

#### Performance Goals

An aggregate of:

- up to 93,500 shares of common stock underlying PSUs, which we refer to as the AFFO Units, are issuable upon achievement of specified levels (indicated below) in compounded annual growth rate in adjusted funds from operations, or AFFO, over the three years ending March 31, 2024 (the “Performance Cycle”),
- up to 93,500 shares of common stock underlying PSUs, which we refer to as the Initial TSR Units, are issuable upon achievement of specified levels (indicated below) in compounded annual growth rate in total stockholder return over the Performance Cycle, and
- up to 23,375 shares of common stock underlying PSUs, which we refer to as Additional TSR Units, are issuable if of our compounded annual growth rate in TSR is in the top 25% of our peer group (the “Additional TSR Units”).

Set forth below are the Performance Goals (as defined) that must be achieved for each type of PSU to vest. To the extent performance with respect to these Conditions falls between two levels (*i.e.*, between threshold and target or between target and maximum), the number of PSUs that vest will be determined by straight-line linear interpolation.

#### Adjusted Funds From Operations:

The table below sets forth the aggregate number of shares of common stock underlying the AFFO Units that vest based on achievement of the compounded annual growth rate set forth in the table below in AFFO over the Performance Cycle. (For the purpose of calculating the compounded annual growth rate in AFFO, the AFFO for the 12

months ended March 31, 2021, is \$20,370,000, and the concluding AFFO will be the AFFO for the 12 months ending March 31, 2024):

	<b>Compounded Annual Growth Rate in AFFO</b>		
	<b>Threshold 4.0%</b>	<b>Target 6%</b>	<b>Maximum 8.0% and above</b>
Percentage of AFFO Units that Vest	25	50	100

#### **Total Stockholder Return:**

The table below sets forth the aggregate number of shares of common stock underlying the Initial TSR Units that vest upon the achievement of the compounded annual growth rate set forth in the table below in total stockholder return, or TSR, over the Performance Cycle. (For the purposes of such calculation, the initial value of a share of common stock is \$16.84, the closing price on March 31, 2021, as reported by the New York Stock Exchange):

	<b>Compounded Annual Growth Rate in TSR</b>		
	<b>Threshold 5.0%</b>	<b>Target 8%</b>	<b>Maximum 11.0% and above</b>
Percentage of Initial TSR Units that Vest	25	50	100

In addition, in the event that such growth in TSR during the Performance Cycle is in the top quartile of the TSR of our peer group (as described below) during such period, an additional number of units (the “Additional TSR Units”; together with the Initial TSR Units, the “TSR Units”), equal to 25% of the Initial TSR Units that vest based on achievement of the threshold, target or maximum Performance Goals with respect to TSR set forth above (subject to straight-line linear interpolation) will also vest (the “Peer Group Addition”), and if such growth in TSR during the Performance Cycle is in the bottom quartile of the TSR of our peer group during such period, the number of Initial TSR Units that vest based on achievement of the threshold, target or maximum Performance Goals (subject to straight-line linear interpolation) will be reduced by 25% (the “Peer Group Diminution”; together with the Peer Group Addition, the “Peer Group Adjustment”). Our peer group is the FTSE NAREIT Equity Apartment Index, excluding companies whose primary focus is the provision of housing for college and/or graduate students.

#### Dividend Equivalent Rights

Each Participant was also granted dividend equivalent rights with respect to the PSUs entitling such person to an amount in cash equal to the aggregate amount of the cash dividends that would have been paid in respect of the shares underlying such PSUs had such shares been outstanding (as of the applicable record date with respect to the payment of the related dividend) during the Performance Cycle applicable to such PSUs. These amounts are only payable with respect to PSUs that are deemed to have been earned and subsequently vest.

#### Death, Disability, Retirement and Change of Control

In case a Participant is subject to a DDR Event, such Participant’s *pro rata* (as determined pursuant to the award agreement) share of the Initial TSR Units and AFFO Units will vest if and to the extent the applicable Performance Goals (as appropriately adjusted) with respect to such PSUs are met through the occurrence of the DDR Event.

In the event of a change of control:

- on or before September 30, 2022, a *pro rata* number of AFFO Units and Initial TSR Units will vest, and
- after September 30, 2022, the AFFO Units and Initial TSR Units will vest, to the extent that, in each such case, if and to the extent the Performance Goals (as appropriately adjusted) with respect to such units are met through the occurrence of the change of control.

Upon the occurrence of a DDR Event or change in control, (i) the Performance Goals shall be proportionately adjusted to give effect to the reduced Performance Cycle and (ii) the Peer Group Adjustment (as appropriately adjusted to give effect to the reduced Performance Cycle) shall be implemented to increase or decrease, as applicable, the Initial TSR units that vest.

### Claw-back Provision

The Awards (including the underlying shares, dividends paid and payable and amounts paid or payable pursuant to dividend equivalent rights), are subject to the applicable provisions of any claw-back policy implemented by us, whether implemented prior to or after the grant of the Awards.

### Grants of Restricted Stock Awards and PSUs to Named Executive Officers

The following table indicates the maximum number of shares of stock subject to the Awards (assuming such awards vest at the maximum level) awarded on June 9, 2021 to the individuals identified as our named executive officers in our proxy statement dated April 26, 2021:

Name and Title	Restricted Stock(#)	AFFO Units(#)	Initial TSR Units(#)(1)
Jeffrey A. Gould, President and Chief Executive Officer	14,800	9,766	9,766
Mitchell Gould, Executive Vice President	8,800	5,143	5,143
George Zweier, Vice President and Chief Financial Officer	8,000	5,143	5,143
David W. Kalish, Senior Vice President - Finance	13,400	7,950	7,950
Steven Rosenzweig, Senior Vice President - Legal	10,000	5,206	5,206

(1) Does not give effect to the Peer Group Adjustment.

### Item 5.07 Submission of Matters to a Vote of Security Holders.

At our annual meeting of stockholders held on June 9, 2021, all of the proposals presented to stockholders were approved. The proposals are described in detail in our proxy statement filed with the Securities and Exchange Commission on April 26, 2021. Set forth below is a summary of the proposals and the voting results with respect thereto.

#### *Proposal 1 - Election of Directors*

To elect the directors named below for a three-year term (with the votes as indicated):

	For	Against	Abstain	Broker Non-Vote
Alan H. Ginsburg	10,622,616	2,054,792	18,483	2,801,342
Jeffrey A. Gould	10,690,021	1,993,975	11,895	2,801,342
Jonathan H. Simon	11,113,615	1,569,951	12,325	2,801,342

*Proposal 2 - Ratification of the selection of Independent Registered Public Accounting Firm*

Ratification of the selection of Ernst & Young LLP as our independent registered public accounting firm for the year ending December 31, 2021 (with the vote as indicated):

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Vote</u>
15,467,680	15,848	13,605	N/A

**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> *	Form of Performance Awards Agreement granted pursuant to the 2020 Incentive Plan.
<a href="#">10.2</a> *	Form of Restricted Stock Award Agreement granted pursuant to the 2020 Incentive Plan.
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.

June 11, 2021

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

FORM OF  
PERFORMANCE AWARDS AGREEMENT –  
BRT APARTMENTS CORP.

Name of Participant: \_\_\_\_\_

Number of AFFO Units: \_\_\_\_\_

Number of Initial TSR Units: \_\_\_\_\_

Number of Additional TSR Units: \_\_\_\_\_

THIS PERFORMANCE AWARDS AGREEMENT (the “Agreement”, is made as of June 9, 2021 between BRT Apartments Corp., a Maryland corporation (the “Company”), and \_\_\_\_\_, (“Participant”).

WHEREAS, the Compensation Committee of the Board of Directors (“Committee”) has determined to grant, pursuant to BRT Apartments Corp. 2020 Incentive Plan (the “Plan”), to the Participant (i) Performance Awards in the form of performance based restricted stock units (“PSUs”) payable upon the attainment by the Company over the Performance Cycle of the Performance Criteria established by the Committee as set forth herein and (ii) cash settled dividend equivalent rights, which are granted in tandem with the PSUs.

WHEREAS, these awards are subject to forfeiture and vesting as set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

1. Definitions. Capitalized terms used without being defined herein shall have the meanings given to such terms in the Plan or Exhibit A annexed hereto.
2. Administration. The Performance Awards shall be administered by the Committee with the powers and authority set forth in the Plan.
3. Terms of the Awards. Unless otherwise forfeited in accordance with this Agreement, including pursuant to Section 7 hereof, the number of Shares underlying PSUs that vest will be based on (i) compounded annual growth rate in AFFO and (ii) compounded annual growth rate in TSR, in each case as measured over the Performance Cycle. The number of PSUs that vest based on satisfaction of the compounded annual growth rate in TSR is subject to adjustment based on a comparison of the Company’s performance to the performance of its Peer Group’s compounded annual growth rate. In the case of fractions, the number of Shares underlying PSUs that vest shall, for such Participant, be rounded to the nearest whole integer.
4. TSR Units Vesting on the Basis of Compounded Annual Growth Rate in TSR. (a) The number of Initial TSR Units that vest based on compounded annual growth rate in TSR over the Performance Cycle will be determined in accordance with the following table:

**Compounded Annual Growth Rate in AFFO**

	<u>Null</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
	<u>&lt;5%</u>	<u>5%</u>	<u>8%</u>	<u>11% and above</u>
Number of Initial TSR Units that Vest	0			

In the event that compounded annual growth rate in TSR falls between two levels in the above table, straight-line linear interpolation will be used to determine the number of Initial TSR Units that vest.

(b) The base or initial price that shall be used in calculating compounded annual growth in TSR is \$16.84, the closing price as reported by the New York Stock Exchange on March 31, 2021, subject to appropriate adjustment (as determined by the Committee) for stock splits, reverse splits, and similar events.

(c) In the event that such growth rate in TSR is in the: (i) top quartile of the corresponding growth rate of its Peer Group over the corresponding period, the number of Additional TSR Units that vest shall equal 25% of the Initial TSR Units that vest (the “Peer Group Addition”); and (ii) bottom quartile of the corresponding growth rate of its Peer Group over the corresponding period, the number of Initial TSR Units that vest pursuant to Section 4(a) shall be reduced by 25% (the “Peer Group Diminution”; and together with the Peer Group Addition, the “Peer Group Adjustment”).

5. AFFO Units Earned on the Basis of the Compounded Annual Growth Rate in AFFO. The number of AFFO Units that vest based on compounded annual growth rate in AFFO over the Performance Cycle will be determined in accordance with the following table:

**Compounded Annual Growth Rate in AFFO**

	<u>Null</u> <u>&lt;4%</u>	<u>Threshold</u> <u>4%</u>	<u>Target</u> <u>6%</u>	<u>Maximum</u> <u>8% and above</u>
Number of AFFO Units that Vest	0			

The base AFFO which shall be used in measuring whether the applicable compounded annual growth rate is achieved shall be the AFFO for the 12 months ended March 31, 2021 (*i.e.*, \$20,370,000) and except as otherwise contemplated herein in connection with a DDR Event or Change of Control, the concluding AFFO shall be the AFFO for the 12 months ending March 31, 2024. In the event that such growth rate in AFFO falls between two levels in the above table, straight-line linear interpolation shall be used to determine the number of AFFO Units that vest.

6. Determinations Made as of the Valuation Date.

(a) Promptly following March 31, 2024 (or within 60 days of a DDR Event and contemporaneously with a Change in Control), the Committee shall perform or cause to be performed, the necessary calculations to determine the number of PSUs earned by the Participant as of such date pursuant to Sections 4 and 5, as applicable.

(b) The Participant shall have no rights to PSUs that vest pursuant to Sections 4 and 5, as applicable, above until the number of such PSUs are determined by the Committee; provided that any PSUs that vest will be deemed to have vested as of the Valuation Date for purposes of determining the Participant’s rights hereunder. Any PSUs that do not vest pursuant to Sections 4 and 5 above shall, without payment of any consideration by the Company, automatically and without notice terminate, be forfeited and be and become null and void as of the March 31, 2024 (or earlier, in accordance with this Agreement, including Section 7 hereof), and neither the Participant nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Units or the underlying Shares.

7. Forfeiture. Upon a termination, prior to March 31, 2024, of the Participant’s status as a Participant for any reason other than a DDR Event or Change in Control, all Units that have not vested shall immediately terminate and be forfeited without consideration.
8. Vesting Upon the Occurrence of a DDR Event or Change of Control.

- (a) Notwithstanding the forfeiture provisions of this Agreement, including Sections 6 and 7 hereof, upon the occurrence of a DDR Event, subject to the satisfaction of the applicable Performance Criteria (proportionately adjusted to give effect to the reduction in the Performance Cycle), a *pro rata* portion of Initial TSR Units and AFFO Units, as applicable, shall vest.
- (b) Notwithstanding the forfeiture provisions of this Agreement, including Sections 6 and 7 hereof, and subject to the satisfaction of the Performance Criteria (proportionately adjusted to give effect to the reduction in the Performance Cycle), (i) the Initial TSR Units and AFFO Units shall vest upon a Change of Control if the effective date thereof is after September 30, 2022, and (ii) if the effective date of the Change of Control occurs prior to or on September 30, 2022, a *pro rata* (as defined) portion of Initial TSR Units and AFFO Units shall vest upon such Change of Control.
- (c) The number of Initial TSR Units that vest pursuant to Section 8(a) or (b) hereof will be subject to the Peer Group Adjustment which will be measured as of the date of the DDR Event or Change of Control, as the case may be.
- (d) For the purposes of this Section 8, the *pro rata* portion of Initial TSR Units and AFFO Units that vest, subject to the satisfaction of the applicable Performance Criteria, shall equal the product obtained by multiplying the Initial TSR Units and AFFO Units, as applicable, by a fraction, the numerator of which is the number of days during the period beginning April 1, 2021 and ending on the DDR Event or the effective date of the Change of Control, as applicable, and the denominator of which is 1,095.
9. Restrictions on Transfer. None of the PSUs granted hereunder shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law (each such action a “Transfer”) until after the date that such PSUs vest. Any attempted Transfer of PSUs not in accordance with the terms and Performance Goals of this Section 9 shall be null and void, and the Company shall not reflect on its records any change in record ownership of any PSUs as a result of any such Transfer, shall otherwise refuse to recognize any such Transfer and shall not in any way give effect to any such Transfer of any PSUs. This Agreement is personal to the Participant, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.
10. Rights as a Stockholder; Dividend Equivalents.
- (a) The Participant shall not have any rights of a stockholder with respect to the Shares underlying the PSUs unless and until the Units vest.
- (b) The Participant shall not be entitled to receive any dividends with respect to the Shares underlying the PSUs unless and until such PSUs vest. Within 60 days following the Committee’s determination of whether, and to what extent, the Performance Criteria has been achieved, the Company shall pay the Participant in respect of each PSUs that vests, an amount in cash equal to the aggregate amount of cash dividends that would have been paid in respect of the Shares underlying such vested PSUs had such Shares been outstanding (as of the applicable record date with respect to the payment of the related dividend) during the Performance Cycle.
11. Taxes. The Participant shall be liable for any and all taxes, including withholding taxes, arising out of this grant, the vesting of RSUs and the issuance of Shares hereunder.
12. Claw-back. The Participant acknowledges and agrees that the grant of this Award, the issuance of Shares and the payment of dividends (including amounts paid or payable based on dividend equivalent rights) on these awards pursuant to this Agreement is subject to the applicable provisions of any claw-back policy implemented by the Company, whether implemented prior to or after the grant of such awards.
13. Miscellaneous

(a) Neither this Agreement nor the granting or vesting of RSUs shall confer upon the Participant any right to continue as an officer, director, employee of or consultant to, the Company or an affiliate, nor shall it interfere in any way with the right of the Company or an affiliate to terminate Participant's relationship with at any time and for any reason whatsoever.

(b) The parties agree to execute such further documents and instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement, including without limitation the imposition of appropriate legends on the Shares and the issuance of "stop transfer" orders to implement the restrictions imposed herein.

(c) This Award shall be governed by the laws of the State of Maryland (without regard to its choice of law principles) and applicable Federal law.

(d) Except as otherwise provided herein, in any event of any conflict between the provisions of the Plan and the provisions of this Award, the provisions of the Plan shall govern.

BRT Apartments Corp.

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

## **EXHIBIT A**

### **Definitions**

Capitalized terms used without being defined herein shall have the means ascribed to such terms by the Plan.

“Additional TSR Units” means the units so denominated at the beginning of this Agreement.

“AFFO” means adjusted funds from operations as presented in the Company’s filings with the Securities and Exchange Commission.

“AFFO Units” means the units so denominated at the beginning of this Agreement.

“DDR Event” means the death, Disability or Retirement of the Participant.

“Initial TSR Units” means the units so denominated at the beginning of this Agreement.

“Peer Group” means the FTSE NAREIT Equity Apartment Index, excluding companies whose primary focus is the provision of housing for college and/or graduate students.

“Performance Criteria” means the criteria described in Section 4 and/or Section 5 of this Agreement, as applicable, and as adjusted as contemplated by the Agreement.

“Performance Cycle” means the period from April 1, 2021 through March 31, 2024, subject to adjustment in the event of a DDR Event or Change of Control.

“TSR” means total stockholder return as calculated by a third-party selected by the Committee.

“RSUs” means the AFFO Units and the TSR Units.

“Valuation Date” means March 31, 2024, the date of a DDR Event or the effective date of a change of control, as applicable.

## RESTRICTED STOCK AWARDS AGREEMENT

RESTRICTED STOCK AWARDS AGREEMENT, dated as of June 9, 2021, by and between BRT Apartments Corp., a Maryland corporation, having its principal place of business at 60 Cutter Mill Road, Great Neck, New York 11021 (the “Company”) and the person named on the signature page of this Agreement (“Holder”).

W I T N E S S E T H

A. The Board of Directors of the Company adopted, and the stockholders of the Company approved, the BRT Apartments Corp. 2020 Incentive Plan (the “Plan”), a copy of which is made a part hereof (the “Plan”);

B. The Holder acknowledges that it previously received a copy of the Plan;

C. The Compensation Committee of the Board of Directors (“Committee”) has approved an award of restricted shares of the Company’s common stock, \$0.01 par value per share (the “Restricted Stock”) to the Holder, all in accordance with the terms and conditions of the Plan and this Agreement; and

D. Unless otherwise defined herein, the defined terms used in this Agreement shall have the meanings set forth in the Plan.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the Company and the Holder hereby agree as follows:

1. Participant. Holder is a Participant.

2. Award. Holder is hereby awarded the number of shares of Restricted Stock set forth opposite Holder’s name on the signature page hereof. At the sole discretion of the Company, the Restricted Stock will be issued in either (a) uncertificated form, with such shares recorded in the name of the Holder on the books and records of the Company’s transfer agent (the “Transfer Agent”) with appropriate notations to reflect the restrictions imposed by the Plan and this Agreement; or (b) certificated form.

3. Stock Power; Legend. The Restricted Stock registered in the name of the Holder shall remain, either directly, or indirectly through the Transfer Agent, in the custody of the Company. The Holder shall execute, deliver to and deposit with the Company a stock power, duly endorsed in blank, so as to permit the re-transfer to the Company of the Restricted Stock if the Restricted Stock shall be forfeited or otherwise does not vest in accordance with the Plan and this Agreement. The certificate representing the Restricted Stock shall bear (or if the Restricted Stock is issued in uncertificated form, the books and records of the Transfer Agent shall reflect) the following (or other similar) restrictive legend:

“The transferability of these shares is subject to the terms and conditions of the BRT Apartments Corp. 2020 Incentive Plan and to the terms and conditions of an Agreement entered into between the owner of these shares and BRT Apartments Corp. Copies of the Plan and the Agreement are on file at the offices of the Company.”

4. Vesting of Restricted Stock. (a) Unless the Restricted Stock is earlier forfeited pursuant to this Agreement or the Plan, the Period of Restriction for the Restricted Stock shall terminate upon the earlier of (such date, the “Vesting Date,”) (i) the death, Disability or Retirement of the Holder, (ii) June 8, 2026, and (iii) a Change in Control.

(b) On the Vesting Date, (i) the Period of Restriction shall terminate, (ii) the Restricted Stock shall vest and be delivered to the Holder and (iii) Retained Distributions (as defined in Section 5), if any, with respect to the Restricted Stock shall vest and be delivered (and in the case of subparagraphs (ii) or (iii), if

the Restricted Stock or Retained Distributions are in uncertificated form, made available by the Transfer Agent) to Holder.

5. Rights During Restriction Period. During the Period of Restriction, if the Restricted Stock has not been forfeited, Holder will have the right to vote the Restricted Stock, to receive and retain dividends and distributions paid or distributed on the Restricted Stock by the Company in the ordinary course of its business as a real estate investment trust and to exercise all other rights, powers and privileges of a holder of the Company's Shares (as defined in the Plan) with respect to the Restricted Stock, except that (a) the Holder will not be entitled to delivery of the stock certificate representing the Restricted Stock until the Vesting Date, (b) the Company (either directly, or indirectly through the Transfer Agent) will retain custody of the Restricted Stock until the Vesting Date, (c) other than regular and special distributions paid by the Company in the ordinary course of its business as a real estate investment trust, the Company will retain custody of all distributions made or declared with respect to the Restricted Stock (the "Retained Distributions") until the Vesting Date, and such Retained Distributions shall not vest or bear interest or be segregated in a separate account, (d) the Holder may not sell, assign, transfer, pledge, encumber or dispose of the Restricted Stock or any Retained Distributions or his or her interest in any of them until the Vesting Date, and (e) a breach of any restrictions, terms or conditions provided herein or in the Plan will cause a forfeiture of the Restricted Stock and any Retained Distributions with respect thereto.

6. Forfeiture. In the event that during the Period of Restriction the Holder ceases to be a Participant for any reason other than Holder's death, Disability, Retirement or a Change in Control, then the Holder's rights to the Restricted Stock and to any Retained Distributions shall be forfeited, the Company shall transfer the certificate representing (or if the Restricted Stock is issued in uncertificated form, shall instruct the Transfer Agent to transfer) the Restricted Stock to the Company and the Holder shall not have any rights whatsoever (including the right to receive any dividends and voting rights) with respect to the Restricted Stock and the Retained Distributions.

7. Changes in Status as a Participant. Nothing contained in this Agreement shall interfere in any way with the right of the Company, its Subsidiaries or affiliates to terminate the Holder's status as a Participant.

8. Pledge, Sale Assignment, Etc. Holder shall not permit the Restricted Stock to be subject to anticipation, alienation, sale, assignment, hypothecation, pledge, exchange, transfer, encumbrance or charge and any attempt to anticipate, alienate, sell, assign, hypothecate, pledge, exchange, transfer, encumber or charge shall be deemed void by the Company, and the Committee may, at its sole discretion cause the Restricted Stock to be forfeited upon such event. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities or torts of the Holder.

9. Stock Registration. The Holder acknowledges that the Restricted Stock has been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement on Form S-8, and that until such time as the Restriction Period has been satisfied or accelerated, the Restricted Stock may not be sold, assigned, transferred, pledged, exchanged, encumbered or disposed of, except pursuant to the Securities Act of 1933 and the rules and regulations thereunder and the rules and regulations of any securities exchange or association on which the Shares may be listed or quoted.

10. Board's Authority. The execution and delivery by the Company of this Agreement shall not be construed as creating any limitations on the power of the Board of Directors to adopt such other incentive arrangements as it may deem desirable, including without limitation, the granting of stock options and the awarding of stock and cash otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

11. Incentive Compensation. By acceptance of the Restricted Stock and the execution of this Agreement, the Holder agrees that the Restricted Stock is special incentive compensation that will not be taken into account, in any manner, as salary, compensation or bonus in determining the amount of any payment under any pension, retirement or other employee benefit plan, program or policy of the Company, Subsidiary or any affiliate. In addition, each beneficiary of a deceased Holder shall be deemed to have

agreed that the Restricted Stock will not effect the amount of any life insurance, if any, provided by the Company, any Subsidiary or affiliate on the life of the Holder which is payable to such beneficiary under any life insurance plan covering Eligible Participants.

12. No Segregation. Neither the Company nor any Subsidiary shall be required to segregate any cash or Shares which may at any time be represented by awards under the Plan and the Plan shall constitute an “unfunded” plan of the Company. Neither the Company nor any Subsidiary shall by any provisions of the Plan be deemed a trustee of any Shares or any other property, and the liabilities of the Company and any Subsidiary to the Holder pursuant to the Plan shall be those of a debtor pursuant to such contract obligations as are created by or pursuant to the Plan and this Agreement and the rights of the Holder or his/her beneficiary under the Plan shall be limited to those of a general creditor of the Company or the applicable Subsidiary, as the case may be.

13. Clawback Policy. The Participant acknowledges and agrees that the grant of the Restricted Stock and the payment of dividends thereon is subject to the applicable provisions of any claw-back policy implemented by the Company, whether implemented prior to or after the grant of such Restricted Stock.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BRT APARTMENTS CORP.

By: \_\_\_\_\_  
David W. Kalish,  
Senior Vice President - Finance

Name of Holder	Number of Shares of Restricted Stock Awarded to Holder

\_\_\_\_\_  
Signature of Holder

\_\_\_\_\_  
Holder's Address

\_\_\_\_\_  
Holder's Social Security Number