

**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 4, 2026

**Granite Point Mortgage Trust Inc.**

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**001-38124**  
(Commission  
File Number)

**61-1843143**  
(I.R.S. Employer  
Identification No.)

**3 Bryant Park, Suite 2400A**  
**New York, NY 10036**  
(Address of principal executive offices)  
(Zip Code)

Registrant's telephone number, including area code: **(212) 364-5500**

**Not Applicable**

(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:

- 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:

| Title of each class   | Trading Symbol(s) | Name of each exchange on which registered |
|---|-------------------|---|
| Common Stock, par value \$0.01 per share  | GPMT              | NYSE                                      |
| 7.00% Series A Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, par value \$0.01 per share | GPMTPrA           | 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 4, 2026, the Board of Directors (the "Board") of Granite Point Mortgage Trust Inc. (the "Company") adopted a revised Director Compensation Policy (the "Policy"), effective immediately. The Policy provides for cash and equity compensation to be paid to members of the Board for their service on the Board and its committees. Under the Policy as revised, directors who are independent under the listing standards of the New York Stock Exchange will receive an annual cash retainer of \$100,000 (\$160,000 for the Chair), paid quarterly in arrears; a restricted stock unit ("RSU") award worth \$50,000 (\$80,000 for the Chair) at the beginning of each Board term, with a one-year vesting period; and a long-term cash award of \$50,000 (\$80,000 for the Chair) at the beginning of each Board term, with a one-year vesting term. The Policy provides for the payment of additional amounts in cash retainers and RSUs for the Chairs and other members of the Audit Committee, Compensation Committee, and Nominating and Corporate Governance Committee.

Under the predecessor version of the Policy, the directors had received the annual cash retainer as detailed above plus an RSU award worth \$100,000 (\$160,000 for the Chair) at the beginning of the Board term, but no long-term cash award. The Board decided to split the RSU portion of Board pay equally between RSUs and a long-term cash award in the revised Policy to limit the dilutive effect of the equity grants to directors. No other material changes were included in the June 4, 2026, revisions. The foregoing description of the Policy is qualified in its entirety by the terms of the Policy, which is attached as Exhibit 10.1 hereto and incorporated by reference herein.

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

The Company held its 2026 Annual Meeting of Stockholders (the "Annual Meeting") on June 4, 2026, for the purpose of: (i) electing seven directors to serve on the Board until the 2027 Annual Meeting of Stockholders; (ii) approving on an advisory basis the compensation of the Company's named executive officers; and (iii) ratifying the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the year ending December 31, 2026.

On April 6, 2026, the record date for the Annual Meeting, there were 47,919,625 shares of the Company's common stock outstanding and entitled to vote at the Annual Meeting. There were 34,123,267 shares represented in person or by proxy at the Annual Meeting, constituting a quorum for the transaction of business.

**Proposal 1 — Election of Directors**

Each of the seven director nominees proposed by the Board was elected to serve as a director until the Company's 2027 Annual Meeting of Stockholders, or until his or her successor is duly elected and qualified. The voting results for each director nominee were as follows:

| Nominee           | For        | Against   | Abstain   | Broker Non-Votes |
|-------------------|------------|-----------|-----------|------------------|
| Tanuja M. Dehne   | 18,154,513 | 1,588,603 | 1,322,250 | 13,057,901       |
| Patrick G. Halter | 19,172,126 | 1,591,607 | 301,633   | 13,057,901       |
| Stephen G. Kasnet | 18,055,156 | 1,705,297 | 1,304,913 | 13,057,901       |
| Sheila K. McGrath | 19,195,496 | 1,618,761 | 251,109   | 13,057,901       |
| Lazar Nikolic     | 19,223,834 | 1,594,838 | 246,694   | 13,057,901       |
| John A. Taylor    | 19,238,468 | 1,593,103 | 233,795   | 13,057,901       |
| Hope B. Woodhouse | 18,010,372 | 1,738,012 | 1,316,982 | 13,057,901       |

**Proposal 2 — Approval of Advisory Vote on Executive Compensation**

Stockholders approved the advisory resolution on the Company's executive compensation. The proposal received the following final voting results:

| For        | Against   | Abstain   | Broker Non-Votes |
|------------|-----------|-----------|------------------|
| 17,500,001 | 2,152,885 | 1,412,480 | 13,057,901       |

**Proposal 3 — Ratification of Selection of Independent Registered Public Accounting Firm**

Stockholders ratified the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the year ending December 31, 2026. The proposal received the following final voting results:

| For        | Against | Abstain |
|------------|---------|---------|
| 33,290,665 | 395,844 | 436,758 |

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

| Exhibit No.          | Description  |
|----------------------|--|
| <a href="#">10.1</a> | <a href="#">Director Compensation Policy</a>               |
| 104                  | Cover Page Interactive Data File, formatted in Inline XBRL |

**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.

Date: June 5, 2026

GRANITE POINT MORTGAGE TRUST INC.

By: /s/ MICHAEL J. KARBER  
 Michael J. Karber  
 General Counsel and Secretary

## GRANITE POINT MORTGAGE TRUST INC.

## DIRECTOR COMPENSATION POLICY

This Director Compensation Policy (this “*Policy*”) of Granite Point Mortgage Trust Inc. (the “*Company*”) sets forth the compensation payable to the independent directors of the Company for their service as a member of the Board of Directors (the “*Board*”) of the Company and committees thereof:

The Company will pay director fees only to those non-employee members of the Board who are independent (each an “*Independent Director*”) under the listing standards of the New York Stock Exchange (the “*NYSE*”). The Company’s goal is to provide compensation for its Independent Directors in a manner that enables it to attract and retain outstanding director candidates and reflects the substantial time commitment necessary to oversee the Company’s affairs. The Company also seeks to align the interests of its Independent Directors and its stockholders and has chosen to do so by compensating its Independent Directors with a mix of cash and equity-based compensation.

For each one-year term served on the Board, the Independent Directors will be paid for their service on the Board and its committees through a combination of *Cash Retainers*, “*Restricted Stock Units*,” and “*Long-Term Cash*,” as such terms are described below, in the following amounts:

|  | Cash Retainers | Restricted Stock<br>Units | Long-Term Cash |
|--|----------------|---------------------------|----------------|
| <b>Board Service</b>   |                |                           |                |
| Independent Chair  | \$ 160,000     | \$ 80,000                 | \$ 80,000      |
| Other Directors  | \$ 100,000     | \$ 50,000                 | \$ 50,000      |
| <b>Audit Committee Service</b>                               |                |                           |                |
| Chair  | \$ 10,000      | \$ 10,000                 | —              |
| Other Members  | \$ 5,000       | \$ 5,000                  | —              |
| <b>Compensation Committee Service</b>                        |                |                           |                |
| Chair  | \$ 6,250       | \$ 6,250                  | —              |
| Other Members  | \$ 3,750       | \$ 3,750                  | —              |
| <b>Nominating and Corporate Governance Committee Service</b> |                |                           |                |
| Chair  | \$ 6,250       | \$ 6,250                  | —              |
| Other Members  | \$ 3,750       | \$ 3,750                  | —              |

**Cash Retainers**

The Company shall pay all Cash Retainers hereunder on a quarterly basis in arrears no later than 30 days after the end of the applicable calendar quarter, subject to the director’s continued service to the Company as an Independent Director in such positions(s) through the last day of the preceding quarter. Cash retainers will be prorated in the case of service for less than the entire quarter.

**Restricted Stock Units**

Each Independent Director shall receive an annual equity award with a cash value as specified above in the form of Restricted Stock Units (“*RSUs*”) under the Company’s Amended and Restated 2022 Omnibus Incentive Plan, or such successor plan as has been approved by the Board and adopted by the Company’s stockholders (the “*Plan*”). Unless an Independent Director is appointed to serve on the Board for a partial term, the RSUs granted hereunder shall have a grant date of the date of the Company’s annual meeting of stockholders at which such director was elected or re-elected to serve by stockholders. The number of RSUs granted hereunder to an Independent Director shall be determined by dividing (x) the aggregate cash value of all RSUs applicable to such director for such period by (y) the closing sale price for the regular trading session (without considering after hours or other trading outside regular trading session hours) for a share of the Company’s common stock on the NYSE on the date of grant, rounded down to the nearest whole number.

The RSUs granted to Independent Directors hereunder shall have a one-year vesting period, subject to continued service through the vesting date, shall include dividend equivalent rights and shall be subject to the terms and conditions of the Plan and the terms of the applicable restricted stock unit agreement (the “*Award Agreement*”) entered into between the Company and each Independent Director in connection with such equity-based retainers.

If an Independent Director is appointed to serve on the Board for a partial term, the cash value of the RSUs that such director is eligible to receive hereunder will be prorated from the date of appointment through the date of the Company’s next annual meeting of stockholders. The RSUs granted with respect thereto shall be granted on the date such director joins the Board, shall vest on the first anniversary of the Company’s immediately preceding annual meeting of stockholders, subject to continued service on the Board through such vesting date, shall include dividend equivalent rights and shall be subject to the terms and conditions of the Plan and the applicable Award Agreement.

If an Independent Director’s service on the Board terminates for any reason other than due to death or disability, the RSUs held by the director at such time shall vest in a number that is prorated to reflect the proportionate number of days served during the applicable board term up to and including the date of termination. If an Independent Director’s service on the Board terminates due to death or disability, then the RSUs held by the director at such time shall fully vest without proration. The RSUs that vest in accordance with this paragraph shall be settled in accordance with the terms and conditions of the Plan and applicable Award Agreement.

Notwithstanding the foregoing, for each Independent Director who remains in continuous service until immediately prior to a Change of Control (as defined in the Plan), the RSUs held by the director at such time will become fully vested upon the Change of Control.

**Long-Term Cash**

Each Independent Director shall receive an annual Long-Term Cash award under the Plan in the amount specified above. Unless an Independent Director is appointed to serve on the Board for a partial term, the Long-Term Cash to be paid hereunder shall be granted on the date of the Company’s annual meeting of stockholders at which such director was elected or re-elected to serve by stockholders. The Long-Term Cash awarded to Independent Directors hereunder shall have a one-year vesting period, subject to continued service through the vesting date.

If an Independent Director is appointed to serve on the Board for a partial term, the amount of Long-Term Cash that such director is eligible to receive hereunder will be prorated from the date of appointment through the date of the Company’s next annual meeting of stockholders. The Long-Term Cash to be paid hereunder shall be granted on the date such director joins the Board, shall vest on the first anniversary of the Company’s immediately preceding annual meeting of stockholders, and shall be subject to continued service on the Board through such vesting date.

If an Independent Director's service on the Board terminates for any reason, other than due to death or disability, the Long-Term Cash held by the director at such time shall vest in an amount that is prorated to reflect the proportionate number of days served during the applicable board term up to and including the date of termination. If an Independent Director's service on the Board terminates due to death or disability, then the Long-Term Cash held by the director at such time shall fully vest without proration.

Notwithstanding the foregoing, for each Independent Director who remains in continuous service until immediately prior to a Change of Control (as defined in the Plan), the Long-Term Cash held by the director at such time will become fully vested upon the Change of Control.

Any Long-Term Cash vested and payable hereunder shall be paid by the Company no later than 30 days after vesting.

**Expense Reimbursement**

All Independent Directors shall be entitled to reimbursement from the Company for their reasonable travel (including airfare and ground transportation), lodging and meal expenses incident to meetings of the Board or committees thereof or in connection with other Board-related business. The Company shall make expense reimbursements to all Independent Directors within a reasonable amount of time, but no later than 30 days, following submission by the director of reasonable written substantiation for the expenses.

**Last Approved by the Board: June 4, 2026**