

**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): **December 20, 2018 (December 19, 2018)**

**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.)

**590 Madison Avenue, 38th Floor**  
**New York, NY 10022**  
(Address of principal executive offices)  
(Zip Code)

Registrant's telephone number, including area code: **(212) 364-3200**

**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))

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 1.01 Entry into a Material Definitive Agreement.**

On December 19, 2018, GP Commercial CB SL LLC (the “Borrower”), a wholly owned subsidiary of Granite Point Mortgage Trust Inc. (the “Company”), entered into an amendment (“Amendment”) to that certain previously-disclosed Credit Agreement (the “Agreement”), with Citibank, N.A., as administrative agent and initial lender, Citigroup Global Markets Inc., as sole lead arranger and sole lead book running manager, and the Company and certain other of the Company’s wholly owned subsidiaries, as guarantors. The Amendment temporarily increases the maximum available amount for borrowing under the credit facility to \$105 million for the period of time from December 19, 2018 until January 2, 2019 and to \$150 million for the period of time from January 2, 2019 until March 29, 2019 (or the earlier termination of commitments under the credit facility). Thereafter, the maximum available amount for borrowing under the credit facility will revert to \$75 million.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>First Amendment to Credit Agreement, dated as of December 19, 2018, by and among GP Commercial CB SL LLC, GP Commercial CB SL Holdings LLC, Granite Point Mortgage Trust Inc., Granite Point Operating Company LLC, TH Commercial Holdings LLC, Citibank, N.A., as administrative agent and lender, and Citigroup Global Markets Inc., as sole lead arranger and sole lead book running manager.</u></a>

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**SIGNATURES**

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.

GRANITE POINT MORTGAGE TRUST INC.

By: /s/ REBECCA B. SANDBERG  
Rebecca B. Sandberg  
General Counsel and Secretary

Date: December 20, 2018

EXECUTED

## FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of December 19, 2018 (this "Amendment"), is made by and among GP COMMERCIAL CB SL LLC, a Delaware limited liability company (the "Borrower"), GP COMMERCIAL CB SL HOLDINGS LLC, a Delaware limited liability company (the "Parent Guarantor"), GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation (the "REIT"), GRANITE POINT OPERATING COMPANY LLC, a Delaware limited liability company ("GPOC LLC"), TH COMMERCIAL HOLDINGS LLC, a Delaware limited liability company (the "HoldCo" and, together with the Parent Guarantor, the REIT and GPOC LLC, the "Guarantors"), the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the lenders (the "Lenders"), CITIBANK, N.A. ("Citibank"), as administrative agent (the "Administrative Agent") for the Lenders, and CITIGROUP GLOBAL MARKETS INC. ("CGMI"), as sole lead arranger and sole lead book running manager (the "Arranger").

### RECITALS

WHEREAS, the parties hereto entered into that certain Credit Agreement, dated as of April 13, 2018 (as amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, the parties hereto wish to make certain changes to the Credit Agreement as further described herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms not otherwise defined herein are used as defined in the Credit Agreement.

SECTION 2. Amendments to Credit Agreement. Effective as of the Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

2.1. The following new definitions are hereby added to Section 1.1 of the Credit Agreement in their appropriate alphabetical order:

""First Amendment Effective Date" means December 19, 2018."

""Temporary Increase Termination Date" means the earliest of: (a) March 29, 2019 and (b) the date of termination in whole of the Commitments pursuant to Section 2.05 or 6.01."

2.2. Section 2.06(b)(iv) of the Credit Agreement is hereby amended by deleting "[Reserved.]" and adding the following sentence:

"The unpaid principal amount of the Obligations in excess of \$75,000,000 outstanding on the Temporary Increase Termination Date, together with all accrued but unpaid interest thereon, shall be due and payable on the Temporary Increase Termination Date."

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2.3. Schedule I to the Credit Agreement is hereby deleted in its entirety and replaced with Schedule I attached hereto.

SECTION 3. Conditions Precedent. This Amendment shall become effective on the date (the "Effective Date") when the Administrative Agent shall have received (each in form and substance reasonably satisfactory to the Administrative Agent):

(i) Counterparts of this Amendment duly executed by the Borrower, the Guarantors, each Lender party hereto and the Administrative Agent;

(ii) the Amended and Restated Note duly completed and executed by the Borrower and payable to the Lender;

(iii) UCC, judgment, tax, litigation and bankruptcy searches with respect to each applicable Loan Party, and, in the case of UCC searches, listing all effective financing statements filed in the jurisdictions specified by the Administrative Agent that name any Loan Party as debtor, together with copies of such financing statements, and such searches shall reveal no Liens on any of the assets of the Loan Parties;

(iv) (x) a certificate of a Responsible Officer of each Loan Party, dated the Effective Date, with appropriate insertions and attachments (including organizational authorizations, incumbency certifications, the certificate of incorporation or other similar organizational document of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and bylaws or other similar organizational document of each Loan Party (or, in the case of the certificate of incorporation, bylaws or similar organizational document, a certification from such Responsible Officer that such documents have not changed since previously delivered to the Administrative Agent)) and (y) a good standing certificate for each Loan Party from its jurisdiction of organization;

(v) favorable written opinions of counsel from (x) Sidley Austin LLP, (y) Holland & Knight and (z) Stinson Leonard Street, or such other special counsel for the Loan Parties, each in form and substance satisfactory to the Administrative Agent in its reasonable discretion, dated as of the Effective Date;

(vi) a certificate substantially in the form of Exhibit K of the Credit Agreement from the Chief Financial Officer (or other Responsible Officer performing similar functions) of the REIT certifying that the REIT and its Subsidiaries, considered as a whole, after giving effect to the transactions contemplated hereby to occur on the Effective Date, are Solvent;

(vii) the Administrative Agent shall have received a certificate, dated as of the Effective Date and signed by a Responsible Officer of the Borrower, confirming satisfaction of the conditions set forth in Sections 3.02(b) of the Credit Agreement;

(viii) evidence that before and after giving effect to the transactions contemplated by this Amendment, there shall have occurred no Material Adverse Change since December 31, 2017;

(ix) evidence that no action, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or threatened before any court, governmental agency or arbitrator that (i) could reasonably be expected to result in a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of this Amendment or any Loan Document or the consummation of the transactions contemplated hereby or thereby;

(x) evidence that all governmental and third party consents and approvals necessary in connection with the transactions contemplated by this Amendment or any Loan Documents shall have been obtained (without the imposition of any conditions that are not acceptable to the Lenders) and evidence of such approvals shall have been provided to the Administrative Agent, and shall remain in effect, and no law or regulation shall be applicable in the reasonable judgment of the Lenders that restrains, prevents or imposes materially adverse conditions upon the transactions contemplated by this Amendment or the Loan Documents;

(xi) payment of all fees and other amounts due and payable on or prior to the Effective Date in accordance with the Credit Agreement, including, without limitation, (A) payment of all fees set forth in any Fee Letter, which fees are, in each case, fully-earned as of the date hereof, non-refundable and (except as otherwise expressly set forth therein) not creditable against any other fees, and (B) the fees and disbursements invoiced through the Effective Date of the Administrative Agent's special counsel, Fried, Frank, Harris, Shriver & Jacobson LLP; and

(xii) such other approvals, opinions, certificates, instruments and documents as it may have reasonably requested in advance from the Loan Parties.

SECTION 4. Reaffirmation. Each Loan Party hereby acknowledges and confirms to Administrative Agent and each Lender that (a) the Collateral Documents and each other Loan Document to which it is a party are each hereby reaffirmed and ratified without qualification and are and remain in full force and effect in accordance with their respective terms and (b) the Liens and security interests of the Administrative Agent under the Collateral Documents and the other Loan Documents that secure all the Obligations, continue in full force and effect in accordance with their respective terms and have the same priority as before this Amendment.

SECTION 5. Miscellaneous.

5.1. Representations and Warranties. Each Loan Party hereby represents and warrants that (a) this Amendment has been duly executed and delivered by each Loan Party and general partner or managing member (if any) of each Loan Party party thereto, (b) this Amendment is the legal, valid and binding obligation of each Loan Party and general partner or managing member (if any) of each Loan Party party thereto, enforceable against such Loan Party, general partner or managing member, as the case may be, in accordance with its terms subject to bankruptcy, insolvency, and other limitations on creditors' rights generally and to general principles of equity, (c) the representations and warranties contained in the Credit Agreement and each other Loan Document are correct and complete in all material respects on and as of such date, before and after giving effect to this Amendment, (d) no Default or Event of Default has occurred and is continuing under the Credit Agreement or any other Loan Document, or would result from this Amendment, (e) the execution and delivery by each Loan Party and of each general partner or managing member (if any) of each Loan Party of this Amendment, and the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby, are within the corporate, limited liability company or partnership powers of such Loan Party, general partner or managing member, have been duly authorized by all necessary corporate, limited liability company or partnership action, and do not (i) contravene the charter or bylaws, operating agreement, partnership agreement or other governing document of such Loan Party, general partner or managing member, (ii) violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award, (iii) conflict with or result in the breach of, or constitute a default or require any payment to be made under, any Material Contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting any Loan Party or any of their properties, or any general partner or managing member of any Loan Party or (iv) except for the Liens created under the Loan Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the properties of any Loan Party, (f) no Loan Party is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which could reasonably be expected to result in a Material Adverse Effect, (g) no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other third party is required for (i) the due execution, delivery, recordation, filing or performance by any Loan Party or any general partner or managing member of any Loan Party of this Amendment or for the consummation of the transactions contemplated by this Amendment, (ii) the grant by any Loan Party (or the general partner or managing member of such Loan Party) of the Liens granted by it pursuant to the Collateral Documents, (iii) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof) or (iv) the exercise by the Administrative Agent or any Lender of its rights under this Amendment and the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for authorizations, approvals, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, and (h) the REIT is in compliance with the covenants set forth in Section 5.04 of the Credit Agreement on a pro forma basis as of the last day of the most recently ended fiscal quarter for which the Borrower is required to have delivered quarterly financials pursuant to Section 5.03(c) both immediately before and immediately after giving effect to the Amendment and the transactions contemplated thereby.



5.2. References to Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “the Credit Agreement”, “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

5.3. No Effect on Credit Agreement. Except as specifically amended by this Amendment, the Credit Agreement and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

5.4. No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Agent or any Lender under the Credit Agreement or any other document, instrument or agreement executed in connection therewith, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

5.5. Governing Law. This Amendment, including but not limited to the validity, interpretation, construction, breach, enforcement or termination hereof and thereof, shall be governed by, and construed in accordance with, the law of the State of New York.

5.6. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.7. Headings. Section headings in this Amendment are for convenience of reference only and shall in no way affect the interpretation of this Amendment or any provision hereof.

5.8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or by email with a pdf or similar attachment shall be effective as delivery of an original executed counterpart of this Agreement.

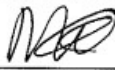
5.9. Severability. In case one or more provisions of this Amendment shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

[Signatures Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

BORROWER:

GP COMMERCIAL CB SL LLC

By:   
Name: Marcin Urbaszek  
Title: Chief Financial Officer

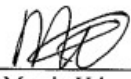
REIT:

GRANITE POINT MORTGAGE TRUST INC.

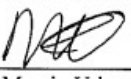
By:   
Name: Marcin Urbaszek  
Title: Chief Financial Officer

GUARANTORS:

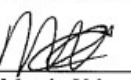
GP COMMERCIAL CB SL HOLDINGS LLC

By:   
Name: Marcin Urbaszek  
Title: Chief Financial Officer

GRANITE POINT OPERATING COMPANY LLC

By:   
Name: Marcin Urbaszek  
Title: Chief Financial Officer

TH COMMERCIAL HOLDINGS LLC

By:   
Name: Marcin Urbaszek  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT and LENDER:

CITIBANK, N.A.

By:



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Name: David Bouton

Title: Authorized Signatory

[Signature Page - First Amendment to Credit Agreement]

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SCHEDULE I

COMMITMENTS AND APPLICABLE LENDING OFFICES

Name of Initial Lender	Commitments	Domestic Lending Office	Eurodollar Lending Office
Citibank, N.A.	On and after the Effective Date until January 2, 2019:  \$105,000,000	1615 Brett Road, OPS III, New Castle, DE 19720 Attn: Vinoliya Basker Tel: 201-751-7571	1615 Brett Road, OPS III New Castle, DE 19720 Attn: Vinoliya Basker Tel: 201-751-7571
	On and after January 2, 2019 until but excluding the Temporary Increase Termination Date:  \$150,000,000		
	On and after the Temporary Increase Termination Date:  \$75,000,000		

[Schedule I - First Amendment to Credit Agreement]

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