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): October 14, 2025

Granite Point Mortgage Trust Inc.

(Exact name of registrant as specified in its charter)

Maryland001-3812461-1843143(State or other jurisdiction of incorporation)(Commission File Number)(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 form	ner address, if changed since last report	t)	
Check the appropriate box b	elow if the Form 8-K filing	is intended to simultane	eously satisfy the filing obligation of th	ne 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 pursuan	nt to Section 12(b) of the Ac	et:			
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		
			as defined in Rule 405 of the Securitie	es Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of	
the Securities Exchange Act	t of 1934 (§240.12b-2 of this	s chapter).		Emerging Growth Company \square	
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. \Box					

Item 1.01 Entry into a Material Definitive Agreement.

On October 14, 2025, GP Commercial JPM LLC, a wholly-owned subsidiary of Granite Point Mortgage Trust Inc. (the "Company"), entered into an amendment (the "MRA Amendment") to that certain previously disclosed Master Repurchase and Securities Contract Agreement (as amended from time to time, the "MRA"), dated as of December 3, 2015, with JPMorgan Chase Bank, National Association ("JPMorgan"). The MRA Amendment, among other things, extends the "Additional Advance Termination Date" (as defined in the MRA) to April 12, 2026, subject to various terms, conditions and restrictions.

In connection with the MRA Amendment, on October 14, 2025, the Company entered into an amendment (the "Guaranty Amendment") to that certain Amended and Restated Guarantee Agreement, dated as of June 28, 2017, with JPMorgan. The Guaranty Amendment, among other things, clarifies certain mechanics in connection with the repayment of all "Additional Advances" outstanding under the MRA.

The foregoing descriptions of the MRA Amendment and the Guaranty Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the MRA Amendment and the Guaranty Amendment, which are filed herewith as Exhibits 10.1 and 10.2, respectively, and are 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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*	Amendment No. 13 to Master Repurchase Agreement, dated as of October 14, 2025, by and between GP Commercial JPM LLC and JPMorgan Chase Bank, National Association, and acknowledged and agreed by Granite Point Mortgage Trust Inc.
10.2	Eighth Amendment to Amended and Restated Guarantee Agreement, dated as of October 14, 2025, by and between JPMorgan Chase Bank, National Association and Granite Point Mortgage Trust Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

^{*}Certain schedules and similar attachments have been omitted in reliance on Instruction 4 of Item 1.01 of Form 8-K and Item 601(a)(5) of Regulation S-K.

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: <u>/s/ MICHAEL J. KARBER</u> Michael J. Karber

General Counsel and Secretary

Date: October 17, 2025

AMENDMENT NO. 13 TO MASTER REPURCHASE AGREEMENT

AMENDMENT NO. 13 TO MASTER REPURCHASE AGREEMENT, dated as of October 14, 2025 (this "Amendment"), between GP COMMERCIAL JPM LLC (f/k/a TH COMMERCIAL JPM LLC) ("Seller"), a Delaware limited liability company, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Repurchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Uncommitted Master Repurchase Agreement, dated as of December 3, 2015 (as amended by that certain Amendment No. 1 to Master Repurchase Agreement, dated as of June 28, 2017, as further amended by that certain Amendment No. 2 to Master Repurchase Agreement, dated as of June 28, 2019, as further amended by that certain Amendment No. 3 to Master Repurchase Agreement, dated as of August 23, 2019, as further amended by that certain Amendment No. 4 to Master Repurchase Agreement, dated as of December 13, 2019, as further amended by that certain Amendment No. 5 to Master Repurchase Agreement and Amendment No. 2 to Amended and Restated Guarantee Agreement, dated as of July 2, 2020, as further amended by that certain Amendment No. 6 to Master Repurchase Agreement and Amendment No. 3 to Amended and Restated Guarantee Agreement, dated as of September 25, 2020, as further amended by that certain Amendment No. 7 to Master Repurchase Agreement, dated as of September 27, 2021, as further amended by that certain Term SOFR Conforming Changes Amendment, dated as of December 31, 2021, as further amended by that certain Amendment No. 8 to Master Repurchase Agreement and Amendment No. 4 to Fee and Pricing Letter, dated as of June 28, 2022, as further amended by that certain Amendment No. 9 to Master Repurchase Agreement and Amendment No. 5 to Fee and Pricing Letter, dated as of March 16, 2023, as further amended by that certain Amendment No. 10 to Master Repurchase Agreement and Amendment No. 6 to Fee and Pricing Letter, dated as of July 28, 2023, as further amended by that certain Amendment No. 11 to Master Repurchase Agreement, dated as of October 12, 2023, as further amended by that certain Amendment No. 12 to Master Repurchase Agreement, dated as of October 29, 2024, as amended hereby and as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Repurchase Agreement").

WHEREAS, Seller and Buyer have agreed, subject to the terms and conditions hereof, that the Repurchase Agreement shall be amended as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer each agree as follows:

SECTION 1. Amendments to Repurchase Agreement.

- (a) Article 2 of the Repurchase Agreement is hereby amended by amending and restating the following defined term in its entirety to read as follows:
 - ""Additional Advance Termination Date" shall mean April 12, 2026."
 - ""Re-Draw Amount" shall have the meaning specified in the Fee Letter."
 - ""Thirteenth Amendment Effective Date" shall mean October 14, 2025."
 - (b) Article 3(dd)(iv) of the Repurchase Agreement is hereby amended and restated in its entirety to read as follows:
 - "(iv) Seller shall pay to Buyer an Additional Advance Amortization Amount on or before each of the following dates: the Twelfth Amendment Effective Date, April 12, 2025 and February 28, 2026; <u>provided</u> that, Buyer may allocate any Additional Advance Amortization Amount actually received among the Additional Advance Purchased Assets in its sole discretion. Notwithstanding anything herein to the contrary, any Principal Proceeds paid to Buyer in respect of any Additional Advance Purchased Asset shall be applied first to reduce the Additional Advance Amount of such Additional Advance Purchased Asset."
 - (b) Article 3 of the Repurchase Agreement is hereby amended by adding a new Article 3(dd)(vii) therein as follows:
 - "(vii) Buyer shall advance to Seller the Re-Draw Amount on the Thirteenth Amendment Effective Date."
- **SECTION 2.** Conditions Precedent; Effective Date. This Amendment shall become effective on the first date on which: (a) this Amendment is executed and delivered by a duly authorized officer of each of Seller, Guarantor and Buyer, (b) Buyer receives payment from Seller of an amendment fee in an amount equal to \$471,000; and (c) each of the Eligible Assets identified on Schedule I to this Amendment are added as Purchased Assets subject to Transactions under the Repurchase Agreement in form and substance acceptable to Buyer in its sole discretion for the Purchase Prices set forth on Schedule I to this Amendment.
- **SECTION 3.** Seller's Representations and Warranties. On and as of the date first above written, Seller hereby represents and warrants to Buyer that (a) Seller has taken all necessary action to authorize the execution, delivery and performance of this Amendment and (b) this Amendment has been duly executed and delivered by or on behalf of Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms subject to applicable bankruptcy, insolvency, and other limitations on creditors' rights generally and to equitable principles.

SECTION 4. <u>Acknowledgments of Guarantor</u>. Guarantor hereby acknowledges the execution and delivery of this Amendment by Seller and agrees that Guarantor continues to be bound by the Guarantee Agreement to the extent of the Obligations (as defined therein), notwithstanding the impact of the changes set forth herein.

SECTION 5. <u>Limited Effect</u>. Except as expressly amended and modified by this Amendment, the Repurchase Agreement and the Fee Letter shall continue to be, and shall remain, in full force and effect in accordance with its terms; <u>provided</u>, <u>however</u>, that upon the effective date hereof, all references in the Repurchase Agreement and the Fee Letter to the "Transaction Documents" shall be deemed to include, in any event, this Amendment. Each reference to Repurchase Agreement in any of the Transaction Documents shall be deemed to be a reference to the Repurchase Agreement, as amended hereby.

SECTION 6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, and the words "executed," "signed," "signature," and words of like import as used above and elsewhere in this Amendment or in any other certificate, agreement or document related to this transaction shall include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

SECTION 7. No Novation, Effect of Agreement. Guarantor, Seller and Buyer have entered into this Amendment solely to amend the terms of the Repurchase Agreement and do not intend this Amendment or the transactions contemplated hereby to be, and this Amendment and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owing by Seller or Guarantor (the "Repurchase Parties") under or in connection with the Repurchase Agreement or any of the other document executed in connection therewith to which any Repurchase Party is a party (the "Transaction Documents"). It is the intention of each of the parties hereto that (i) the perfection and priority of all security interests securing the payment of the obligations of the Repurchase Parties under the Repurchase Agreement and the other Transaction Documents are preserved, (ii) the liens and security interests granted under the Repurchase Agreement continue in full force and effect, and (iii) any

reference to the Repurchase Agreement in any such Transaction Document shall be deemed to also reference this Amendment.

SECTION 8. Consent to Jurisdiction; Waiver of Jury Trial.

- (a) Each party irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under this Amendment or relating in any way to this Amendment or any Transaction under the Repurchase Agreement and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.
- (b) To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under this Amendment or relating in any way to this Amendment or any Transaction under the Repurchase Agreement.
- (c) The parties hereby irrevocably waive, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and irrevocably consent to the service of any summons and complaint and any other process by the mailing of copies of such process to them at their respective address specified in the Repurchase Agreement. The parties hereby agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section 8 shall affect the right of Buyer to serve legal process in any other manner permitted by law or affect the right of Buyer to bring any action or proceeding against the Seller or its property in the courts of other jurisdictions.
- (d) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER OR THEREUNDER.

SECTION 9. GOVERNING LAW. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT, THE RELATIONSHIP OF THE PARTIES TO THIS AMENDMENT, AND/OR THE

INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES TO THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS AMENDMENT.

[SIGNATURES FOLLOW]

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

BUYER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States

By: /s/ THOMAS N. CASSINO
Name: Thomas N. Cassino
Title: Managing Director

SELLER:

GP COMMERCIAL JPM LLC, a Delaware limited liability company

By: /s/ BLAKE JOHNSON
Name: Blake Johnson
Title: Chief Financial Officer

Acknowledged and Agreed:

GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation, in its capacity as Guarantor, and solely for purposes of acknowledging and agreeing to the terms of this Amendment:

By: <u>/s/ BLAKE JOHNSON</u>
Name: Blake Johnson
Title: Chief Financial Officer

EIGHTH AMENDMENT TO AMENDED AND RESTATED GUARANTEE AGREEMENT

THIS EIGHTH AMENDMENT TO AMENDED AND RESTATED GUARANTEE AGREEMENT (this "Amendment"), dated as of October 14, 2025, is entered into by and between JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, as Buyer (together with its successors and assigns "Buyer") and GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation ("Guarantor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Master Repurchase Agreement (as defined below).

WITNESSETH:

WHEREAS, GP Commercial JPM LLC ("Seller") and Buyer are parties to that certain Uncommitted Master Repurchase Agreement, dated as of December 3, 2015 (as amended by that certain Amendment No. 1 to Master Repurchase Agreement, dated as of June 28, 2017, as further amended by that certain Amendment No. 2 to Master Repurchase Agreement, dated as of June 28, 2019, as further amended by that certain Amendment No. 3 to Master Repurchase Agreement, dated as of August 23, 2019, as further amended by that certain Amendment No. 4 to Master Repurchase Agreement, dated as of December 13, 2019, as further amended by that certain Amendment No. 5 to Master Repurchase Agreement and Amendment No. 2 to Amended and Restated Guarantee Agreement, dated as of July 2, 2020, as further amended by that certain Amendment No. 6 to Master Repurchase Agreement and Amendment No. 3 to Amended and Restated Guarantee Agreement, dated as of September 25, 2020, as further amended by that certain Amendment No. 7 to Master Repurchase Agreement, dated as of September 27, 2021, as further amended by that certain Term SOFR Conforming Changes Amendment, dated as of December 31, 2021, as amended further by that certain Amendment No. 8 to Master Repurchase Agreement and Amendment No. 4 to Fee and Pricing Letter, dated as of June 28, 2022, as further amended by that certain Amendment No. 9 to Master Repurchase Agreement and Amendment No, 5 to Fee and Pricing Letter, dated as of March 16, 2023, as amended further by that certain Amendment No. 10 to Master Repurchase Agreement and Amendment No. 6 to Fee and Pricing Letter, dated as of July 28, 2023, as amended further by that certain Amendment No. 11 to Master Repurchase Agreement, dated as of October 12, 2023, as amended further by that certain Amendment No. 12 to Master Repurchase Agreement, dated as of October 29, 2024, as amended further by that certain Amendment No. 13 to Master Repurchase Agreement, dated as of October 14, 2025 (the "MRA Amendment") (as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Master Repurchase Agreement"); and

WHEREAS, Guarantor has executed and delivered that certain Amended and Restated Guarantee Agreement, dated as of June 28, 2017, as amended by that certain First Amendment to Amended and Restated Guarantee Agreement, dated as of December 17, 2019, and as further amended by Amendment No. 5 to Master Repurchase Agreement and Amendment No. 2 to Amended and Restated Guarantee Agreement, dated as of July 2, 2020, as further amended by Amendment No. 6 to Master Repurchase Agreement and Amendment No. 3 to Amended and Restated Guarantee Agreement, dated as of September 25, 2020, as further amended by that certain Fourth Amendment to Amended and Restated Guarantee Agreement, dated as of October 12, 2023, as further amended by that certain Sixth Amendment to Amended and Restated Guarantee Agreement, dated as of September 30, 2024, as further amended by that certain Sixth Amendment to Amended and Restated Guarantee Agreement, dated as of September 30, 2024, as further amended by that certain Seventh Amendment to Amended and Restated Guarantee Agreement, dated as of April 25, 2025 (as amended hereby and as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee"); and

WHEREAS, Guarantor and Buyer wish to modify certain terms and provisions of the Guarantee, as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Amendment to Guarantee</u>. The Guarantee is hereby amended as follows:
 - (a) Section 9(g) of the Guarantee is hereby amended and restated in its entirety to read as follows:
 - (b) "(g) Guarantor shall fund an account (the "Liquidity Account") established and maintained on the books and records of the JPMorgan Chase Bank, N.A. in the amount of \$10,000,000 and cause at least \$10,000,000 to be in such account at all times while any Additional Advance Amounts remain outstanding under the Repurchase Agreement. Following the occurrence of an Event of Default, Buyer shall be entitled to set off such amounts on deposit in the Liquidity Account against any and all amounts owing to Buyer under the Repurchase Agreement and the other Transaction Documents. Guarantor shall not at any time that any Additional Advance is outstanding incur any corporate level indebtedness or new recourse borrowing obligations (excluding any such indebtedness or borrowing under any Third Party Facility) exceeding \$50,000,000 and/or which has a maturity on or prior to the final Additional Advance Termination Date (as may be extended in accordance with the Repurchase Agreement), provided, however, that Guarantor may incur corporate level indebtedness or new recourse borrowing obligations exceeding \$50,000,000 and without regard to the foregoing maturity restriction if and only if the proceeds of such indebtedness are applied to repay in full the Additional Advance contemporaneously with the incurrence of such indebtedness. For the avoidance of doubt, simultaneously with Seller's repurchase pursuant to Article 3(dd) of the Repurchase Agreement of all Additional Advance Purchased Assets such that no Additional Advance Amounts remain outstanding under the Repurchase Agreement, Guarantor shall be entitled upon written notice to Buyer to withdraw all funds held in and terminate the Liquidity Account."
- 2. <u>Conditions Precedent to Amendment</u>. The effectiveness of this Amendment is subject to the following:
 - (a) This Amendment shall be duly executed and delivered, along with the MRA Amendment, by the Guarantor and Buyer and acknowledged by Seller;
 - (b) Payment by the Seller of the actual costs and expenses, including, without limitation, the reasonable fees and expenses of counsel to Buyer, incurred by Buyer in connection with this Amendment and the transactions contemplated hereby;
 (c)
 - (d) Buyer shall have received such other documents as Buyer may reasonably request.
- 3. Representations and Warranties of the Guarantor. On and as of the date hereof, after giving effect to this Amendment:
 - (a) the Guarantor hereby represents and warrants to Buyer that no Default, Event of Default or Margin Deficit exists, and no Default, Event of Default or Margin Deficit will occur as a result of the execution, delivery and performance by such party of this Amendment;
 - (b) all representations and warranties contained in the Guarantee are true, correct, complete and accurate in all respects (except such representations which by their terms speak as of a specified date); and

- (c) Guarantor is duly authorized to execute and deliver this Amendment.
- 4. <u>Continuing Effect; Reaffirmation of Guarantee</u>. As amended by this Amendment, all terms, covenants and provisions of the Guarantee are ratified and confirmed and shall remain in full force and effect. In addition, any and all guaranties and indemnities for the benefit of Buyer and agreements subordinating rights and liens to the rights and liens of Buyer, are hereby ratified and confirmed and shall not be released, diminished, impaired, reduced or adversely affected by this Amendment, and each party indemnifying Buyer, and each party subordinating any right or lien to the rights and liens of Buyer, hereby consents, acknowledges and agrees to the modifications set forth in this Amendment and waives any common law, equitable, statutory or other rights which such party might otherwise have as a result of or in connection with this Amendment.
- 5. <u>Binding Effect; No Partnership.</u> The provisions of the Guarantee, as amended hereby, shall be binding upon and inure to the benefit of the respective parties thereto and their respective successors and permitted assigns. Nothing herein contained shall be deemed or construed to create a partnership or joint venture between any of the parties hereto.
- 6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, and the words "executed," "signed," "signature," and words of like import as used above and elsewhere in this Amendment or in any other certificate, agreement or document related to this transaction shall include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.
- 7. <u>Further Agreements</u>. The Guarantor agrees to execute and deliver such additional documents, instruments or agreements as may be reasonably requested by Buyer and as may be necessary or appropriate from time to time to effectuate the purposes of this Amendment.
- 8. <u>Governing Law; Submission to Jurisdiction, Etc.</u> The provisions of Sections 15 and 17 of the Guarantee are hereby incorporated herein by reference and shall apply to this Amendment, *mutatis mutandis*, as if more fully set forth herein.
- 9. <u>Headings</u>. The headings of the sections and subsections of this Amendment are for convenience of reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.
- 10. <u>References to Transaction Documents</u>. All references to the Guarantee in any Transaction Document or in any other document executed or delivered in connection therewith shall, from and after the execution and delivery of this Amendment, be deemed a reference to the Guarantee, as amended hereby, unless the context expressly requires otherwise.

INO FURTHER TEXT ON THIS PAGE1

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day first written above.

Buyer:

${\bf JPMORGAN\ CHASE\ BANK, NATIONAL\ ASSOCIATION\,,\,a\ national\ banking\ association}$

By: <u>/s/ THOMAS N. CASSINO</u>
Name: Thomas N. Cassino
Title: Managing Director

GUARANTOR:

GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation

By: <u>/s/ BLAKE JOHNSON</u>
Name: Blake Johnson Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED TO BY:

SELLER:

GP COMMERCIAL JPM LLC, a Delaware limited liability company

By: <u>/s/ BLAKE JOHNSON</u>
Name: Blake Johnson
Title: Chief Financial Officer