

**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 26, 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.)

1114 Avenue of the Americas, Suite 3020
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:

<u>Title of each class:</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered:</u>
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 1.01 Entry into a Material Definitive Agreement.

Morgan Stanley Repurchase Facility

On June 26, 2026, Granite Point Mortgage Trust Inc. (the “Company”), GP Commercial MS LLC (“GPC MS”), a wholly owned subsidiary of the Company, and Morgan Stanley Bank, N.A (“Morgan Stanley”) entered into an amendment (the “MS Amendment”) to that certain previously disclosed Master Repurchase and Securities Contract Agreement (the “MS MRA”), dated as of February 18, 2016, among GPC MS and Morgan Stanley and that certain previously disclosed Guaranty (the “MS Guaranty”), dated as of June 28, 2017, by the Company in favor of Morgan Stanley.

The MS Amendment, among other things, amends the MS MRA and MS Guaranty to (i) extend the facility’s termination date to June 28, 2027, (ii) adjust the facility’s principal payment waterfall mechanics and (iii) modify the “Unrestricted Cash” and “Minimum Tangible Net Worth” financial covenants.

Citibank Repurchase Facility

On June 30, 2026, the Company, GP Commercial CB LLC (“GPC CB”), a wholly owned subsidiary of the Company, GP Commercial CB SL Sub LLC (“GPC CB SL Sub”), a wholly owned subsidiary of the Company, and Citibank, N.A. (“Citibank”) entered into an amendment (the “Citibank Amendment”) to that certain previously disclosed Amended and Restated Guaranty (the “Citi Guaranty”), dated as of May 25, 2022, by the Company in favor of Citibank, and other transaction documents related to the Citibank repurchase facility.

The Citibank Amendment, among other things, amends the Citibank Guaranty to modify the “Unrestricted Cash” and “Minimum Tangible Net Worth” financial covenants.

The foregoing descriptions of the MS Amendment and Citibank Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of each, which are filed herewith as Exhibit 10.1 and Exhibit 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	<u>Fifteenth Amendment to Master Repurchase and Securities Contract Agreement and Sixth Amendment to Guaranty, dated as June 26, 2026, by and among Morgan Stanley Bank, N.A., GP Commercial MS LLC and Granite Point Mortgage Trust Inc.</u>
10.2	<u>Third Amendment to Amended and Restated Guaranty and Other Transaction Documents, dated as of June 30, 2026, by and among Granite Point Mortgage Trust Inc. and Citibank, N.A., and acknowledged and agreed to by GP Commercial CB LLC and GP Commercial CB SL Sub LLC.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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/ MICHAEL J. KARBER
Michael J. Karber
General Counsel and Secretary

Date: June 30, 2026

FIFTEENTH AMENDMENT TO MASTER REPURCHASE AND SECURITIES CONTRACT AGREEMENT AND SIXTH AMENDMENT TO GUARANTY

THIS FIFTEENTH AMENDMENT TO MASTER REPURCHASE AND SECURITIES CONTRACT AGREEMENT AND SIXTH AMENDMENT TO GUARANTY (this "Amendment"), dated as of June 26, 2026, is entered into by and among MORGAN STANLEY BANK, N.A., a national banking association, as buyer ("Buyer"), GP COMMERCIAL MS LLC (f/k/a TH Commercial MS II, LLC), a Delaware limited liability company, as seller ("Seller"), and GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation, as guarantor ("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, Seller and Buyer are parties to that certain Master Repurchase and Securities Contract Agreement, dated as of February 18, 2016, as amended by that certain First Amendment to Master Repurchase and Securities Contract Agreement, dated as of June 30, 2016, as further amended by that certain Second Amendment to Master Repurchase and Securities Contract Agreement, dated as of February 21, 2017, as further amended by that certain Third Amendment to Master Repurchase and Securities Contract Agreement, dated as of June 28, 2017, as further amended by that certain Fourth Amendment to Master Repurchase and Securities Contract Agreement, dated as of October 27, 2017, as further amended by that certain Fifth Amendment to Master Repurchase and Securities Contract Agreement, dated as of May 9, 2018, and as further amended by that certain Sixth Amendment to Master Repurchase and Securities Contract Agreement, dated as of August 21, 2019, as further amended by that certain Seventh Amendment to Master Repurchase and Securities Contract Agreement and Second Amendment to Guaranty, dated as of September 25, 2020, as further amended by that certain Eighth Amendment to Master Repurchase and Securities Contract Agreement, dated as of June 25, 2021, as further amended by that certain Ninth Amendment to Master Repurchase and Securities Contract Agreement, dated as of July 14, 2021, as further amended by that certain Tenth Amendment to Master Repurchase and Securities Contract Agreement, dated as of March 22, 2022, as further amended by that certain Eleventh Amendment to Master Repurchase and Securities Contract Agreement, dated as of April 20, 2022, as further amended by that certain Twelfth Amendment to Master Repurchase and Securities Contract Agreement, dated as of April 24, 2023, as further amended by that certain Thirteenth Amendment to Master Repurchase and Securities Contract Agreement, dated as of June 26, 2024, and as further amended by that certain Fourteenth Amendment to Master Repurchase and Securities Contract Agreement, dated as of April 25, 2025 (as the same has been or may be further amended, modified and/or restated from time to time, the "Master Repurchase Agreement");

WHEREAS, Guarantor has executed and delivered that certain Guaranty, dated as of June 28, 2017, as amended by that certain First Amendment to Guaranty, dated as of December 17, 2019, as further amended by that certain Seventh Amendment to Master Repurchase and Securities Contract Agreement and Second Amendment to Guaranty, dated as of September 25, 2020, as further amended by that certain Third Amendment to Guaranty, dated as of March 22, 2022, as further amended by that certain Fourth Amendment to Guaranty, dated as of August 3, 2023, and as further amended by that certain Fifth Amendment to Guaranty, dated as of September 30, 2024 (as the same has been or may be further amended, modified and/or restated from time to time, the "Guaranty"); and

WHEREAS, Seller, Guarantor and Buyer have agreed, subject to the terms and conditions hereof, that the Master Repurchase Agreement and the Guaranty 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, the parties hereto agree as follows:

1. Amendments to Master Repurchase Agreement. The Master Repurchase Agreement is hereby amended as follows:

(a) The following definitions in Section 2 of the Master Repurchase Agreement are hereby amended and restated in their entirety as follows:

“Facility Termination Date” shall mean June 28, 2027, as the same may be extended in accordance with Section 9(a) of this Agreement.”

“Repurchase Price” shall mean, with respect to any Purchased Asset, as of any date, the price at which such Purchased Asset is to be transferred from Buyer to Seller upon termination of the related Transaction; in each case, such price shall equal the sum of the Purchase Price of such Purchased Asset and the accrued and unpaid Price Differential with respect to such Purchased Asset as of the date of such determination, minus all Income and other cash actually received by Buyer in respect of such Purchased Asset and applied towards the Repurchase Price and/or Price Differential pursuant to this Agreement .”

“Seller’s Principal Payment Share” shall mean, with respect to any Principal Payment, all amounts in excess of Buyer’s Principal Payment Share.”

(b) The following definitions are hereby deleted from Section 2 of the Master Repurchase Agreement: “ Purchased Asset A”; “Purchased Asset B”; “Purchased Asset C”; and “Purchased Asset C Release Payment”.

(c) Article 5(b) of the Master Repurchase Agreement is hereby amended and restated in its entirety as follows:

“(b) Unless an Event of Default shall have occurred and be continuing, on each Remittance Date, all Income on deposit in the Blocked Account in respect of the Purchased Assets and the associated Hedging Transactions by the Depository Bank at the instruction of Buyer shall be applied as follows:

- (i) *first*, to Buyer, an amount equal to the Price Differential which has accrued and is outstanding in respect of the Transactions as of such Remittance Date;
- (ii) *second*, to Buyer, any accrued and unpaid Unused Fee and all Transaction Costs and all other amounts payable by Seller and outstanding hereunder and under the other Transaction Documents (other than the Repurchase Price);
- (iii) *third*, if a Principal Payment in respect of any Purchased Asset has been made during the related Collection Period, to Buyer an amount equal to the product of the amount of such Principal Payment, *multiplied by* the applicable Purchase Percentage (the “Buyer’s Principal Payment Share”);
- (iv) *fourth*, to Buyer, all or a portion of Seller’s Principal Payment Share, determined by Buyer in its sole discretion, to be applied to reduce the Purchase Price of the Purchased Assets in such order and priority as Buyer may determine in its sole discretion;

(v) *fifth*, if a Margin Deficit shall exist with respect to one or more Purchased Assets, to Buyer, an amount such that, after giving effect to such payment, the aggregate Purchase Price of the Purchased Assets is equal to the aggregate Asset Base Components of the Purchased Assets, as determined by Buyer after giving effect to such payment to the extent of remaining funds in the Blocked Account; and

(vi) *sixth*, to Seller, the remainder, if any.

If, on any Remittance Date, the amounts deposited in the Blocked Account shall be insufficient to make the payments required under (i) through (iii) above of this Section 5(b), and Seller does not otherwise make such payments on such Remittance Date, the same shall constitute an Event of Default hereunder.”

(d) Section 3(i)(iii) of the Master Repurchase Agreement is hereby amended by adding the following proviso at the end thereof: “provided, further, that notwithstanding anything to the contrary in this Agreement, the Fee Letter, any Confirmation or any other Transaction Document, no Exit Fee shall be due or payable with respect to any Transaction terminated in connection with Seller’s repurchase of the related Purchased Asset for the purpose of financing or refinancing such Purchased Asset under another repurchase facility, warehouse facility, credit facility or other debt financing arrangement.”

(e) The address of Seller contained in Annex I “Notice Instructions” is hereby amended and restated in its entirety as follows:

GP Commercial MS LLC
1114 Avenue of the Americas, Suite 3020
New York, New York 10036
Telephone: 212.364.3200
Facsimile: 347.246.4045
Email: legal@gpmtreit.com

With a copy to:

Reed Smith LLP
200 S Biscayne Blvd, Suite 2600
Miami, Florida 33131
Attention: Jodi Schwimmer, Esq.
Telephone: (786) 747-0258
Email: jschwimmer@reedsmith.com

2. Amendments to Guaranty. The Guaranty is hereby amended as follows:

(a) Section 9(a)(i) of the Guaranty is hereby amended and restated in its entirety as follows:

““Unrestricted Cash”. Guarantor shall not, with respect to itself and its consolidated Subsidiaries, directly or indirectly, permit its Unrestricted Cash to be less than Twenty Million and No/100 Dollars (\$20,000,000.00).”

(b) Section 9(a)(ii) of the Guaranty is hereby amended and restated in its entirety as follows:

“Minimum Tangible Net Worth”. Guarantor shall not, with respect to itself and its consolidated Subsidiaries, directly or indirectly, permit its Tangible Net Worth to be less than Four Hundred and Fifty Million Dollars (\$450,000,000.00).”

3. Conditions Precedent to Amendment. The effectiveness of this Amendment is subject to the following:

- (a) This Amendment duly executed and delivered by Seller, Guarantor and Buyer;
- (b) Payment by 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; and
- (c) Buyer shall have received such other documents as Buyer may reasonably request.

4. Representations and Warranties of Seller and Guarantor. On and as of the date hereof, after giving effect to this Amendment:

- (a) each of Seller and 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) no amendments have been made to the organizational documents of Seller or Pledgor since February 18, 2016 other than the Certificate of Amendments each dated September 3, 2019;
- (c) no amendments have been made to the organizational documents of Guarantor since June 28, 2017 other than supplemental articles filed with respect to the issuance of authorized (but previously unissued) preferred stock in the Guarantor, copies of which have been provided to Buyer; and
- (d) Seller hereby represents and warrants to Buyer that all representations and warranties of Seller and Pledgor in all Transaction Documents are true, correct, complete and accurate in all respects (except for any such representation or warranty (a) that by its terms refers to a specific date, in which case such representation or warranty was true and correct in all material respects as of such other date or (b) that is no longer true as a result of a change in fact with respect to a Purchased Asset that was consented to in writing by Buyer); and
- (e) Guarantor hereby represents and warrants to Buyer that all representations and warranties of Guarantor contained in the Guaranty are true and correct in all material respects (except for any such representation or warranty that by its terms refers to a specific date, in which case such representation or warranty was true and correct in all material respects as of such other date).

5. Continuing Effect; Reaffirmation of Master Repurchase Agreement and Guaranty.

- (a) As amended by this Amendment, all terms, covenants and provisions of the Master Repurchase Agreement and the Guaranty are ratified and confirmed by the respective

parties thereto and shall remain in full force and effect. In addition, any and all guaranties (as amended hereby) 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.

- (b) Seller, Guarantor and Buyer have entered into this Amendment solely to amend the terms of the Master Repurchase Agreement and the Guaranty 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 under or in connection with the Master Repurchase Agreement, the Guaranty or any other document executed in connection therewith to which Seller or Guarantor is a party.
 - (c) 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 Seller and Guarantor under the Master Repurchase Agreement and the other Transaction Documents are preserved, and (ii) the liens and security interests granted under the Master Repurchase Agreement continue in full force and effect.
6. Binding Effect; No Partnership. The provisions of the Master Repurchase Agreement and the Guaranty, 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.
7. 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. This Amendment may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, in portable document format (.pdf) or otherwise, and each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Amendment. Each party to this Amendment (a) agrees that it will be bound by its own Electronic Signature, (b) accepts the Electronic Signature of each other party to this Amendment, and (c) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The words "execution," "executed", "signed," "signature," and words of like import in this paragraph shall, for the avoidance of doubt, be deemed to include Electronic Signatures and the use and keeping of records in electronic form, each of which shall have the same legal effect, validity and enforceability as manually executed signatures and the use of paper records and paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, state laws based on the Uniform Electronic Transactions Act, or any other state law.
8. Further Agreements. Each of Seller and 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.

9. Governing Law; Submission to Jurisdiction, Etc. The provisions of Section 18 of the Master Repurchase Agreement are hereby incorporated herein by reference and shall apply to this Amendment, *mutatis mutandis*, as if more fully set forth herein.
10. Headings. 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.
11. References to Transaction Documents. All references to the Master Repurchase Agreement or the Guaranty 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 Master Repurchase Agreement or the Guaranty, as applicable, as amended hereby, unless the context expressly requires otherwise.

[NO FURTHER TEXT ON THIS PAGE]

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

BUYER:

MORGAN STANLEY BANK, N.A., a national banking association

By: /s/ ANTHONY PREISANO

Name: Anthony Preisano

Title: Managing Director

[Signature Page –Fifteenth Amendment to Master Repurchase and
Securities Contract Agreement and Sixth Amendment to Guaranty]

SELLER:

GP COMMERCIAL MS LLC,
a Delaware limited liability company

By: /s/ MICHAEL KARBER
Name: Michael Karber
Title: General Counsel

GUARANTOR:

GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation

By: /s/ MICHAEL KARBER
Name: Michael Karber
Title: General Counsel

[Signature Page –Fifteenth Amendment to Master Repurchase and Securities Contract Agreement and Sixth Amendment to Guaranty]

THIRD AMENDMENT TO AMENDED AND RESTATED GUARANTY AND OTHER TRANSACTION DOCUMENTS

THIRD AMENDMENT TO AMENDED AND RESTATED GUARANTY AND OTHER TRANSACTION DOCUMENTS, dated as of June 30, 2026 (this "Amendment"), by and among **GRANITE POINT MORTGAGE TRUST INC.**, a Maryland corporation (the "Guarantor"), and **CITIBANK, N.A.**, a national banking association (including any successor and assigns thereto, "Purchaser"), and acknowledged and agreed to by **GP COMMERCIAL CB LLC**, a Delaware limited liability company ("Seller"), and **GP COMMERCIAL CB SL SUB LLC**, a Delaware limited liability company ("Swingline Subsidiary"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Repurchase Agreement (as defined below).

RECITALS

WHEREAS, Seller, Swingline Subsidiary and Purchaser entered into that certain Amended and Restated Master Repurchase Agreement, dated as of May 25, 2022, (as the same may be amended, replaced, restated, supplemented or otherwise modified from time to time, the "Repurchase Agreement") and that certain Amended and Restated Fee Letter, dated as of April 28, 2025 (as the same may be further amended, replaced, restated, supplemented or otherwise modified from time to time, the "Fee Letter");

WHEREAS, in connection with the Repurchase Agreement, Guarantor made that certain Amended and Restated Guaranty, dated as of May 25, 2022, for the benefit of Purchaser, as amended by that certain First Amendment to Amended and Restated Guaranty, dated as of August 3, 2023, and as further amended by that certain Second Amendment to Amended and Restated Guaranty, dated as of September 30, 2024 (the "Original Guaranty"; as the same may be further amended, replaced, restated, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, Guarantor and Purchaser each desire to make certain modifications to the Original Guaranty and the other Transaction Documents pursuant to the terms and conditions of this Amendment;

WHEREAS, it is a condition to the effectiveness of this Amendment, that Guarantor reaffirms the terms and conditions of the Guaranty; and

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1
AMENDMENTS TO ORIGINAL GUARANTY

- (a) Article V(l)(i) of the Original Guaranty is hereby amended and restated in its entirety as follows:

(i) Unrestricted Cash. Guarantor shall not, with respect to itself and its consolidated Subsidiaries, directly or indirectly, permit its Unrestricted Cash to be less than the greater of: (i) Twenty Million and No/100 Dollars (\$20,000,000.00), and (ii) five percent (5.0%) of Guarantor's Recourse Indebtedness.

(b) Article V(l)(ii) of the Original Guaranty is hereby amended and restated in its entirety as follows:

(i) Minimum Tangible Net Worth. Guarantor shall not, with respect to itself and its consolidated Subsidiaries, directly or indirectly, permit its Tangible Net Worth to be less than \$450,000,000.

ARTICLE 2
AMENDMENT TO OTHER TRANSACTION DOCUMENTS

Each Transaction Document is hereby amended such that each reference to the "Guaranty" shall mean the Original Guaranty as amended by this Amendment and as the same may be further amended, replaced, restated, supplemented or otherwise modified from time to time.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Each of Seller and Guarantor represents and warrants to Purchaser, as of the date of this Amendment, as follows:

(i) it is duly authorized to execute and deliver this Amendment and has taken all necessary action to authorize such execution, delivery and performance;

(ii) the person signing this Amendment on its behalf is duly authorized to do so on its behalf;

(iii) the execution, delivery and performance of this Amendment will not violate any Requirement of Law applicable to it or its organizational documents or any agreement by which it is bound or by which any of its assets are affected;

(iv) the execution, delivery and performance of this Amendment will not be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or result in the creation or imposition of any lien of any nature whatsoever upon any of the property or assets of such Person, pursuant to any such agreement;

(v) except for those obtained or filed on or prior to the date hereof, such Person is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental authority or other agency in connection with or as a condition to the execution, delivery or performance of this Amendment;

(vi) this Amendment is a legal and binding obligation of such Person and is enforceable against such Person in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and subject, as to enforceability, to general principals of equity, regardless of whether enforcement is sought in a proceeding in equity or at law;

(vii) this Amendment has been duly executed and delivered by it;

(viii) no event has occurred and is continuing which constitutes an Event of Default under the Repurchase Agreement, the Fee Letter or any other Transaction Document, or any event that but for notice or lapse of time or both would constitute an Event of Default; and

(ix) no change, occurrence, or development exists that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(b) Seller represents and warrants to Purchaser, as of the date of this Amendment, that all representations and warranties made by it in Article 9 of the Repurchase Agreement are true and correct (unless such representation or warranty expressly relates only to an earlier date in which case Seller represents and warrants to Purchaser that such representation or warranty was true and correct as of such earlier date).

(c) Guarantor represents and warrants to Purchaser, as of the date of this Amendment, that all representations and warranties made by it in the Guaranty are true and correct (unless such representation or warranty expressly relates only to an earlier date in which case Guarantor represents and warrants to Purchaser that such representation or warranty was true and correct as of such earlier date).

ARTICLE 4 **REAFFIRMATION, RATIFICATION AND ACKNOWLEDGMENT**

(a) Seller hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, and each grant of security interests and liens in favor of Purchaser, under each Transaction Document to which it is a party and (ii) agrees and acknowledges that such ratification and reaffirmation is not a condition to the continued effectiveness of such Transaction Documents.

(b) Guarantor hereby reaffirms the terms and conditions of the Guaranty.

(c) Each of Seller and Guarantor hereby (i) agree that neither such ratification and reaffirmation above, as applicable, nor Purchaser's solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from Seller and/or Guarantor with respect to any subsequent modifications to the Repurchase Agreement, the Fee Letter or the other Transaction Documents and (ii) agree and acknowledge that each of the Repurchase Agreement,

the Fee Letter, the Guaranty and the other Transaction Documents shall each remain in full force and effect and are each hereby ratified and confirmed.

ARTICLE 5
EFFECTIVENESS

This Amendment shall become effective as of the date this Amendment is executed and delivered by a duly authorized officer of each of Seller, Guarantor and Purchaser, along with delivery to Purchaser of an amount equal to the amount of actual costs and expenses, including, without limitation, the reasonable fees and expenses of counsel to Purchaser, incurred by Purchaser in connection with this Amendment and the transactions contemplated hereby.

ARTICLE 6
GOVERNING LAW

THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE OBLIGATIONS, RIGHTS, AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO THE CONFLICT OF LAWS DOCTRINE APPLIED IN SUCH STATE (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

ARTICLE 7
MISCELLANEOUS

(a) Except as expressly amended or modified hereby, the Fee Letter and the other Transaction Documents shall each be and shall remain in full force and effect in accordance with their terms.

(b) Seller agrees to pay or cause to be paid, as and when billed by Purchaser and as a condition precedent to the effectiveness of this Amendment, all reasonable out-of-pocket costs and expenses paid or incurred by Purchaser in connection with this Amendment and the transactions contemplated hereby, including, without limitation, reasonable outside counsel attorneys' fees and expenses, and documentation costs and charges.

(c) This Amendment may not be amended or otherwise modified, waived or supplemented except as provided in the Transaction Documents.

(d) This Amendment, the Repurchase Agreement and the other Transaction Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written are superseded by the terms of this Amendment, the Repurchase Agreement and the other Transaction Documents. This Amendment contains a final and complete integration of all prior expressions by the parties with respect to the subject matter hereof and shall constitute the entire agreement among the parties with respect to such subject matter, superseding all prior oral or written understandings.

(e) Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(f) Whenever in this Amendment any of the parties hereto is referred to, such reference shall be deemed to include the legal representatives and permitted successors and assigns of such party. All covenants, promises and agreements in this Amendment, by or on behalf of Seller and Guarantor, shall inure to the benefit of the legal representatives, successors and permitted assigns of Purchaser.

(g) 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.

(h) The headings in this Amendment are for convenience of reference only and shall not affect the interpretation or construction of this Amendment.

(i) This Amendment is a Transaction Document executed pursuant to the Repurchase Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Repurchase Agreement.

(j) Nothing contained herein shall affect or be construed to affect any lien, charge or encumbrance created by any Transaction Document or the priority of any such lien, charge or encumbrance over any other liens, charges or encumbrances.

(k) Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (i) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Purchaser under the Repurchase Agreement or any other Transaction Document, (ii) constitute a waiver of any provision in the Repurchase Agreement or in any of the other Transaction Documents or of any Default or Event of Default that may have

occurred and be continuing or (iii) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Repurchase Agreement or in any of the other Transaction Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first above written.

GUARANTOR:

GRANITE POINT MORTGAGE TRUST INC., a Maryland corporation

By: /s/ MICHAEL KARBER

Name: Michael Karber

Title: General Counsel

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Third Amendment to Amended and Restated Guaranty]

PURCHASER:

CITIBANK, N.A.

By: /s/ PETER GRUBER

Name: Peter Gruber

Title: Authorized Signatory

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Third Amendment to Amended and Restated Guaranty]

ACKNOWLEDGED AND AGREED:

SELLER:

GP COMMERCIAL CB LLC, a Delaware limited liability company

By: /s/ MICHAEL KARBER

Name: Michael Karber

Title: General Counsel

SWINGLINE SUBSIDIARY:

GP COMMERCIAL CB SL SUB LLC, a Delaware limited liability company

By: /s/ MICHAEL KARBER

Name: Michael Karber

Title: General Counsel

[Signature Page to Third Amendment to Amended and Restated Guaranty]