

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Griffin Realty Trust, Inc.

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Mailing Address	Business Address
1520 EAST GRAND AVENUE EL SEGUNDO CA 90245	310-606-3200

**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): November 30, 2022

Griffin Realty Trust, Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: 000-55605

Maryland

(State or other jurisdiction of incorporation)

46-4654479

(IRS Employer Identification No.)

1520 E. Grand Avenue, El Segundo, CA 90245

(Address of principal executive offices, including zip code)

(310) 606-3200

(Registrant's telephone number, including area code)

None

(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
None	None	None

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 November 30, 2022, Griffin Realty Trust, Inc. (the “Registrant”), through GRT OP, L.P. (“GRT OP”), as borrower, certain subsidiaries of GRT OP party thereto as guarantors, various lending institutions and KeyBank National Association, as administrative agent, entered into the Sixth Amendment (the “Sixth Amendment”) to that certain Second Amended and Restated Credit Agreement dated as of April 30, 2019, as amended by that certain First Amendment to the Second Amended and Restated Credit Agreement dated as of October 1, 2020, the Second Amendment to the Second Amended and Restated Credit Agreement dated as of December 18, 2020, the Third Amendment to the Second Amended and Restated Credit Agreement dated as of July 14, 2021, the Fourth Amendment to the Second Amended and Restated Credit Agreement dated as of April 28, 2022 and the Fifth Amendment to the Second Amended and Restated Credit Agreement dated as of September 28, 2022 (collectively, the “Existing Credit Agreement”).

The Sixth Amendment amended the Existing Credit Agreement by, among other things, amending the covenant regarding Tangible Net Worth (as defined in the Existing Credit Agreement) such that the calculation thereof takes into account certain distributions and/or dividends (defined as “Restricted Payments”) that are otherwise permitted by the Existing Credit Agreement.

In connection with the Sixth Amendment, the Registrant and certain subsidiaries serving as “Subsidiary Guarantors” thereunder reaffirmed and confirmed their respective obligations under the relevant documents.

The foregoing summary is qualified in its entirety by reference to the terms of the Sixth Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

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

On November 30, 2022, the Registrant held its 2022 Annual Meeting of Stockholders (the “2022 Annual Meeting”) at 1520 E. Grand Avenue, El Segundo, California. At the 2022 Annual Meeting, the Registrant’s stockholders voted on (i) Proposal 1 - approval of the conversion of the Registrant from a Maryland corporation to a Maryland real estate investment trust, as contemplated by the Plan of Conversion of Griffin Realty Trust, Inc., in order to allow the Registrant’s board of directors to pursue the path to liquidity and value maximization that it considers to be in the best interests of stockholders in a manner that does not result in substantial adverse tax consequences to stockholders (the “Conversion Proposal”); (ii) Proposal 2 - election of eight directors to the Registrant’s board of directors, with each to serve until the 2023 annual meeting of stockholders and until their respective successors are duly elected and qualified; (iii) Proposal 3 - ratification of the Registrant’s appointment of Ernst & Young LLP as the Registrant’s independent registered public accounting firm for the year ending December 31, 2022; (iv) Proposal 4 - approval, on an advisory (non-binding) basis, of the compensation paid to the Registrant’s named executive officers (“say on pay” vote) and (v) Proposal 5 - approval of the adjournment of the annual meeting to a later date, if necessary or appropriate, to solicit additional proxies if there are insufficient votes to approve the Conversion Proposal. Each proposal is described in more detail in the Registrant’s definitive proxy statement filed with the Securities and Exchange Commission on August 29, 2022.

At the close of business on August 25, 2022, the record date of the 2022 Annual Meeting, there were 324,740,552 outstanding shares entitled to vote at the 2022 Annual Meeting. Holders of 209,975,096 shares (approximately 64.66% of shares), representing a like number of votes, were present at the 2022 Annual Meeting, either in person or by proxy. Set forth below are the voting results from the 2022 Annual Meeting.

Proposal 1 - Conversion

With regard to Proposal 1, the conversion of the Registrant from a Maryland corporation to a Maryland real estate investment trust, as contemplated by the Plan of Conversion of Griffin Realty Trust, Inc., in order to allow the Registrant’s board of directors to pursue the path to liquidity and value maximization that it considers to be in the best interests of

stockholders in a manner that does not result in substantial adverse tax consequences to stockholders was approved by the following vote:

	<u>Votes For:</u>	<u>Votes Against:</u>	<u>Votes Abstained:</u>
Approval of Conversion Proposal	168,336,245	9,139,714	7,757,308

There were 24,741,829 broker non-votes with respect to Proposal 1.

Proposal 2 - Election of Directors

With regard to Proposal 2, the nominees submitted for election as directors of the Registrant, with each to serve until the 2023 annual meeting of stockholders and until their respective successors are duly elected and qualified, were Kevin A. Shields, Michael J. Escalante, Kathleen S. Briscoe, Gregory M. Cazel, Ranjit M. Kripalani, James F. Risoleo, J. Grayson Sanders, and Samuel Tang. All of the nominees were elected to serve as directors of the Registrant by the following vote:

	<u>Votes For:</u>	<u>Votes Against:</u>	<u>Votes Abstained:</u>
Kevin A. Shields	168,014,991	4,773,532	12,444,745
Michael J. Escalante	167,460,171	5,272,208	12,500,888
Kathleen S. Briscoe	167,014,993	4,978,475	13,239,798
Gregory M. Cazel	167,509,076	4,985,456	12,738,734
Ranjit M. Kripalani	166,955,328	5,474,464	12,803,477
James F. Risoleo	166,458,837	5,270,335	13,504,092
J. Grayson Sanders	167,333,608	5,213,858	12,685,803
Samuel Tang	167,295,060	5,278,310	12,659,901

There were 24,741,829 broker non-votes with respect to Proposal 2.

Proposal 3 - Ratification of Appointment of Ernst & Young LLP

With regard to Proposal 3, the appointment of Ernst & Young LLP as the Registrant's independent registered public accounting firm for the year ending December 31, 2022 was ratified by the following vote:

	<u>Votes For:</u>	<u>Votes Against:</u>	<u>Votes Abstained:</u>
Ratification of Appointment of Ernst & Young LLP	198,938,723	3,399,798	7,636,576

There were no broker non-votes with respect to Proposal 3.

Proposal 4 - Approval, on Advisory (Non-Binding) Basis, of Say on Pay Vote

With regard to Proposal 4, the compensation paid to the Registrant's named executive officers ("say on pay" vote) was approved, on an advisory (non-binding) basis, by the following vote:

	<u>Votes For:</u>	<u>Votes Against:</u>	<u>Votes Abstained:</u>
Approval of Say on Pay Vote	148,058,630	15,341,063	21,833,573

There were 24,741,829 broker non-votes with respect to Proposal 4.

Proposal 5 - Adjournment

With regard to Proposal 5, the adjournment of the annual meeting to a later date, if necessary or appropriate, to solicit additional proxies if there are insufficient votes to approve the Conversion Proposal was approved by the following vote:

	<u>Votes For:</u>	<u>Votes Against:</u>	<u>Votes Abstained:</u>
Adjournment	193,477,702	6,553,978	9,943,419

There were 24,741,829 broker non-votes with respect to Proposal 5.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
<u>10.1</u>	<u>Sixth Amendment to Second Amended and Restated Credit Agreement dated November 30, 2022, by and among Griffin Realty Trust, Inc., GRT OP, L.P., the subsidiary guarantors party thereto, the lending institutions party thereto as lenders and KeyBank National Association, as administrative agent</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature(s)

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.

Griffin Realty Trust, Inc.

Date: December 5, 2022

By: /s/ Javier F. Bitar

Javier F. Bitar

Chief Financial Officer and Treasurer

**SIXTH AMENDMENT TO SECOND AMENDED AND RESTATED
CREDIT AGREEMENT**

This Sixth Amendment to Second Amended and Restated Credit Agreement (this “Amendment”) is made as of November 30, 2022, by and among GRT OP, L.P., a Delaware limited partnership f/k/a GRIFFIN CAPITAL ESSENTIAL ASSET OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, having an address at Griffin Capital Plaza, 1520 E. Grand Avenue, El Segundo, California 90245 (“Borrower”), KEYBANK NATIONAL ASSOCIATION (“KeyBank”), the other lending institutions which are parties to this Amendment as “Lenders” (together with KeyBank, the “Lenders”) and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent for the Lenders (the “Agent”). Unless otherwise defined herein, terms defined in the Credit Agreement set forth below shall have the same meaning herein.

WITNESSETH:

WHEREAS, the Borrower, the Agent, the Lenders and other financial institutions party thereto have entered into that certain Second Amended and Restated Credit Agreement as of April 30, 2019, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of October 1, 2020, that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of December 18, 2020, that certain Third Amendment to Second Amended and Restated Credit Agreement dated as of July 14, 2021, that certain Fourth Amendment to Second Amended and Restated Credit Agreement dated as of April 28, 2022 and that certain Fifth Amendment to Second Amended and Restated Credit Agreement dated as of September 28, 2022 (collectively, the “Existing Credit Agreement”; and the Existing Credit Agreement as amended by this Amendment, the “Credit Agreement”); and

WHEREAS, the Borrower, the Agent and the Lenders (which constitute Majority Lenders) have agreed to amend certain terms of the Existing Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto hereby agree as follows:

1. The Existing Credit Agreement is hereby amended as follows:
 - (a) Section 3.15 of the Existing Credit Agreement is hereby amended by deleting the second full sentence therein.”
 - (b) Section 5.02(b) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(b) Tangible Net Worth of not less than (1) prior to the consummation of an IPO, the sum of (i) \$2,030,720,237.00, plus (ii) (A) seventy-five percent (75%) of the net proceeds (gross proceeds less reasonable and customary costs of sale and issuance paid to Persons not Affiliates of any Credit Party) received by the Parent or the Borrower at any time from the issuance of stock (whether common, preferred or otherwise) of the Parent or the Borrower after the date of this Agreement, plus (B) seventy-five percent (75%) of the amount of

operating partnership units of the Borrower issued after the Agreement Effective Date, minus (iii) seventy-five percent (75%) of the amount of any payments that are used to redeem stock (whether common, preferred or otherwise) of the Parent or the Borrower or to redeem operating partnership units of the Parent after the

date of this Agreement, minus (iv) any amounts paid for the redemption or retirement of, or any accrued return on, the preferred equity issued under the 2018 Preferred Documents minus (v) without duplication, seventy-five percent (75%) of the Tangible Net Worth of the Restricted Payments that are made in relation to the SpinCo Transaction or (2) at all times from an after the consummation of an IPO, the sum of (i) and amount equal to 75% of the Tangible Net Worth at the time of the IPO, plus (ii) (A) seventy-five percent (75%) of the net proceeds (gross proceeds less reasonable and customary costs of sale and issuance paid to Persons not Affiliates of any Credit Party) received by the Parent or the Borrower at any time from the issuance of stock (whether common, preferred or otherwise) of the Parent or the Borrower after the date of the IPO, plus (B) seventy-five percent (75%) of the amount of operating partnership units of the Borrower issued in connection with the contribution of any real estate or other assets of the Borrower after the date of the IPO;”

2. SpinCo Transaction. Section 1.01 of the Existing Credit Agreement is hereby amended by adding thereto the following new defined term:

“SpinCo Transaction” means a transaction (effectuated through a series of steps) that results in (a) certain industrial and office properties as more particularly identified on Schedule I annexed hereto, currently owned indirectly by Borrower, being contributed to a newly formed and to-be-listed public company (“Industrial SpinCo Trust”), and (b) the distribution of interests in Industrial SpinCo Trust (and related assets) to the then current shareholders in Parent and operating partnership unitholders in Borrower.

3. Representations and Warranties.

(a) The Credit Parties hereby represent, warrant and covenant with Agent and Lenders that, as of the date hereof:

(i) the representations and warranties of the Borrower and each other Credit Party contained in the Credit Agreement or any other Loan Document are true, correct and complete in all material respects on and as of the date hereof, except to the extent such representations and warranties (i) relate solely to an earlier date (in which case such representations and warranties shall have been true, correct and complete in all material respects on and as of such earlier date) or (ii) have been modified to reflect events occurring after the Amendment Effective Date (as defined below), as the same have been disclosed publicly or in writing to the Agent on or before the date hereof or are permitted or not prohibited under the Loan Documents;

(ii) this Amendment constitutes the legal, valid and binding obligation of the Borrower and is enforceable against it in accordance with its terms, without defense, counterclaim or offset. Except as hereby specifically amended or modified, the Existing Credit Agreement and the other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other

laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(iii) the execution of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent or the Lenders, and shall not be deemed to be a novation of the Obligations of the Credit Parties; and

(iv) no event has occurred and is continuing which constitutes a Default or an Event of Default.

4. Conditions to Effectiveness. This Amendment shall not be effective until the date (the “Amendment Effective Date”) on which each of the following conditions precedent has been fulfilled to the reasonable satisfaction of the Agent on or prior to the date of this Amendment:

(a) This Amendment shall have been duly executed and delivered by the Credit Parties, the Administrative Agent and the Lenders (which shall constitute Majority Lenders)

(b) All action on the part of the Credit Parties necessary for the valid execution, delivery and performance by the Credit Parties of this Amendment shall have been duly and effectively taken.

(c) After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

5. Except as expressly amended hereby, the remaining terms and conditions of the Existing Credit Agreement shall continue in full force and effect. All future references to the “Credit Agreement” shall be deemed to be references to the Existing Credit Agreement as amended by this Amendment and each reference to “hereof,” “hereunder,” “herein” or “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall from and after the date hereof refer to the Existing Credit Agreement as amended by this Amendment. Each Credit Party hereby ratifies, confirms and reaffirms all of the terms and conditions of the Credit Agreement and each of the other Loan Documents, and further acknowledges and agrees that all of the terms and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect, in each case, except as expressly provided in this Agreement.

6. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. This Amendment, which may be executed in multiple counterparts, constitutes the entire agreement of the parties regarding the matters contained herein and shall not be modified by any prior oral or written discussions. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging transmission (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart of this Amendment. The Credit Parties hereby ratify, confirm and reaffirm all of the terms and conditions of the Existing Credit Agreement, and each of the other Loan Documents, and further acknowledge and agree that all of the terms and conditions of the Existing Credit Agreement shall remain in full force and effect except as expressly provided in this Amendment. This Amendment constitutes a Loan Document for all purposes under the Credit Agreement.

8. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality or enforceability

of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Amendment under seal as of the date first written above.

BORROWER:

GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC.,
a Maryland corporation, its General Partner

By: /s/ Javier Bitar
Name: Javier Bitar
Title: Chief Financial Officer

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

ADMINISTRATIVE AGENT AND LENDER:
KEYBANK, NATIONAL ASSOCIATION,
individually and as Administrative Agent, Swingline Lender
and Issuing Bank

By: /s/ Christopher T. Neil
Name: Christopher T. Neil
Title: Senior Banker

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION

By: /s/ Dennis J. Haydel
Name: Dennis J. Haydel
Title: Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

TRUIST BANK, f/k/a Branch Banking and Trust Company,
successor by merger to SunTrust Bank

By: /s/ Ryan Almond

Name: Ryan Almond

Title: Director

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Terrance Alewine

Name: Terrance Alewine

Title: Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

BANK OF AMERICA, N.A.

By: /s/ Dennis Kwan

Name: Dennis Kwan

Title: Senior Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: /s/ Michael Glandt
Name: Michael Glandt
Title: Senior Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: /s/ Mitchell Vega

Name: Mitchell Vega

Title: Senior Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

REGIONS BANK

By: /s/ Walter E. Rivadeneira
Name: Walter E. Rivadeneira
Title: Senior Vice President

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

BMO HARRIS BANK N.A.

By: /s/ Lloyd Baron

Name: Lloyd Baron

Title: Managing Director

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

GOLDMAN SACHS BANK USA

By: /s/ Keshia Leday

Name: Keshia Leday

Title: Authorized Signatory

[Signatures continued on next page.]

[Signature Page to Sixth Amendment to Second Amended and Restated Credit Agreement]

LENDER:

COMERICA BANK

By: /s/ Charles Weddell

Name: Charles Weddell

Title: Senior Vice President

[Signatures continued on next page.]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

LENDER:

FIRST HORIZON BANK (f/k/a First Tennessee Bank
national Association)

By: /s/ Jean M. Brennan
Name: Jean M. Brennan
Title: Senior Vice President

[Signatures continued on next page.]

[Exhibit I to Sixth Amendment to Second Amended and Restated Credit Agreement]

GUARANTOR CONFIRMATION

The undersigned hereby acknowledge and agree to the foregoing Sixth Amendment to Second Amended and Restated Credit Agreement and acknowledge and agree that they remain obligated for the various obligations and liabilities, as applicable, set forth in that certain Guaranty (as supplemented, the "Guaranty") dated April 30, 2019, executed by each of the undersigned in favor of the Agent, which Guaranty remains in full force and effect.

GUARANTOR:

GRIFFIN REALTY TRUST, INC.,
a Maryland corporation

By: /s/ Javier F. Bitar
Name: Javier F. Bitar
Title: Chief Financial Officer and Treasurer

GRIFFIN (GROVEPORT) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (ANDOVER) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (PARSIPPANY 14) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (HAMPTON 300) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (HAMPTON 500) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (TUCSON) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (AUBURN HILLS) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (SAN JOSE) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (HILLSBORO) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (LINCOLNSHIRE) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (NORTH CHARLESTON) ESSENTIAL ASSET REIT II, LLC,
each a Delaware limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its General Partner

By: /s/ Javier Bitar
Name: Javier Bitar
Title: Chief Financial Officer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

GRIFFIN (PARSIPPANY 10) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (LONE TREE) ESSENTIAL ASSET REIT II, LLC
GRIFFIN (CARMEL) ESSENTIAL ASSET REIT II, LLC
THE GC NET LEASE (GV QUEBEC COURT) INVESTORS, LLC
THE GC NET LEASE (RENTON) INVESTORS, LLC
THE GC NET LEASE (ARLINGTON HEIGHTS) INVESTORS, LLC
THE GC NET LEASE (IRVINE ARMSTRONG) INVESTORS, LLC
THE GC NET LEASE (ATLANTA WINDY RIDGE) INVESTORS, LLC
THE GC NET LEASE (ATLANTA WILDWOOD I) INVESTORS, LLC
THE GC NET LEASE (ATLANTA WILDWOOD II) INVESTORS, LLC
THE GC NET LEASE (MASON SIMPSON) INVESTORS, LLC
THE GC NET LEASE (MASON DUKE) INVESTORS, LLC
THE GC NET LEASE (WESTERVILLE) INVESTORS, LLC
THE GC NET LEASE (DUBLIN) INVESTORS, LLC
THE GC NET LEASE (ARLINGTON CENTREWAY) INVESTORS, LLC
THE GC NET LEASE (ALLEN PARK) INVESTORS, LLC
THE GC NET LEASE (MILWAUKEE) INVESTORS, LLC
THE GC NET LEASE (WAYNE) INVESTORS, LLC
THE GC NET LEASE (MARYLAND HEIGHTS) INVESTORS, LLC
THE GC NET LEASE (LYNNWOOD II) INVESTORS, LLC
THE GC NET LEASE (OLATHE) INVESTORS, LLC
THE GC NET LEASE (WESTMINSTER) INVESTORS, LLC
THE GC NET LEASE (PHOENIX NORTHGATE) INVESTORS, LLC
THE GC NET LEASE (MARYLAND HEIGHTS LACKLAND) INVESTORS, LLC,
each a Delaware limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

THE GC NET LEASE (PHOENIX BEARDSLEY) INVESTORS, LLC
THE GC NET LEASE (SAN CARLOS) INVESTORS, LLC
THE GC NET LEASE (EARTH CITY) INVESTORS, LLC
THE GC NET LEASE (MASON I) INVESTORS, LLC
THE GC NET LEASE (HOUSTON WESTGATE III) INVESTORS, LLC
PLAINFIELD PARTNERS, LLC
THE GC NET LEASE (LONE TREE) INVESTORS, LLC
THE GC NET LEASE (FORT MILL) INVESTORS, LLC,
THE GC NET LEASE (FORT MILL II) INVESTORS, LLC,
THE GC NET LEASE (LAKELAND) INVESTORS, LLC,
THE GC NET LEASE (SCOTTSDALE) INVESTORS, LLC,
THE GC NET LEASE (SCOTTSDALE II) INVESTORS, LLC,
THE GC NET LEASE (SAVANNAH) INVESTORS, LLC,
THE GC NET LEASE (HERITAGE III) INVESTORS, LLC,
THE GC NET LEASE (HERITAGE IV) INVESTORS, LLC,
each a Delaware limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its General
Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer and Treasurer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

GRIFFIN (DURHAM) ESSENTIAL ASSET REIT II, L.P., a Delaware limited partnership

By: GRIFFIN (DURHAM) ESSENTIAL ASSET REIT II GP, LLC, a Delaware
limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its
General Partner

By: /s/ Javier F. Bitar
Name: Javier F. Bitar
Title: Chief Financial Officer and Treasurer

THE GC NET LEASE (CHARLOTTE-NORTH FALLS) INVESTORS, L.P., a Delaware
limited partnership

By: THE GC NET LEASE (CHARLOTTE-NORTH FALLS) GP, LLC, a Delaware
limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its
General Partner

By: /s/ Javier F. Bitar
Name: Javier F. Bitar
Title: Chief Financial Officer and Treasurer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

THE GC NET LEASE (FRISCO) INVESTORS, LLC
THE GC NET LEASE (HERNDON) INVESTORS, LLC
THE GC NET LEASE (HOUSTON WESTWAY II) INVESTORS, LLC
THE GC NET LEASE (DEERFIELD) INVESTORS, LLC
THE GC NET LEASE (COLUMBUS) INVESTORS, LLC
THE GC NET LEASE (MIRAMAR) INVESTORS, LLC,
each a Delaware limited liability company

By: SOR OPERATING PARTNERSHIP, LLC, a Delaware limited liability company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its
General Partner

By: /s/ Javier F. Bitar
Name: Javier F. Bitar
Title: Chief Financial Officer and Treasurer

THE GC NET LEASE (COLUMBIA) INVESTORS, LLC,
a Delaware limited liability company

By: THE POINT AT CLARK STREET REIT, LLC, a Delaware limited liability
company

By: FRANKLIN CENTER MEMBER, LLC, a Delaware limited liability company

By: SOR OPERATING PARTNERSHIP, LLC, a Delaware limited liability
company

By: GRT OP, L.P., a Delaware limited partnership

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its
General Partner

By: /s/ Javier F. Bitar
Name: Javier F. Bitar
Title: Chief Financial Officer and Treasurer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

ARCP OFC BIRMINGHAM AL, LLC,
ARCP OFC BURLINGTON MA, LLC,
ARCP OFC HUNTSVILLE AL, LLC,
ARCP ID BELLEVUE OH, LLC,
ARCP OFC SAN ANTONIO TX, LLC,
ARCP OFC PHOENIX (CENTRAL) AZ, LLC,
ARCP OFC JOHNSTON IA (PHASE II), LLC,
ARCP OFC BURLINGTON MA (PHASE 2), LLC,
VEREIT OFC LINCOLN HILL PA, LLC,
VEREIT OFC HOUSTON TX, LLC,
VEREIT OFC PHOENIX AZ, LLC,
VEREIT OFC TYLER TX, LLC,
COLE OFC LAKE JACKSON TX, LLC,
CIM OFC PLATTEVILLE CO, LLC,
CIM OFC ANDOVER MA, LLC,
CIM OFC SPARKS MD, LLC,
CIM OFC MEMPHIS TN, LLC,
CIM OFC ANDOVER (TECH) MA, LLC,
CIM OFC HUNT VALLEY MD, LLC,
each a Delaware limited liability company

By: COLE CORPORATE INCOME OPERATING PARTNERSHIP II,
LP, a Delaware limited partnership, its sole member

By: GRT OP (CARDINAL NEW GP SUB), LLC, a Delaware limited
liability company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signatures Continue on the Following Page]

COLE OFC SAN JOSE (RIDDER PARK) CA, LP,
a Delaware limited partnership

By: Cole GP OFC San Jose (Ridder Park) CA, LLC, a Delaware limited liability company, its General Partner

By: COLE CORPORATE INCOME OPERATING PARTNERSHIP II, LP, a Delaware limited partnership, its sole member

By: GRT OP (CARDINAL NEW GP SUB), LLC, a Delaware limited liability company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief Investment Officer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

ARCP OFC SAN JOSE (ORCHARD) CA, LP,
a Delaware limited partnership

By: ARCP GP OFC San Jose (Orchard) CA, LLC, a Delaware limited liability company, its General Partner

By: COLE CORPORATE INCOME OPERATING PARTNERSHIP II, LP, a Delaware limited partnership, its sole member

By: GRT OP (CARDINAL NEW GP SUB), LLC, a Delaware limited liability company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation, its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief Investment Officer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

COLE OFC WALNUT CREEK CA, LP,
a Delaware limited partnership

By: Cole GP OFC Walnut Creek CA, LLC, a Delaware limited liability
company, its General Partner

By: COLE CORPORATE INCOME OPERATING PARTNERSHIP II,
LP, a Delaware limited partnership, its sole member

By: GRT OP (CARDINAL NEW GP SUB), LLC, a Delaware limited
liability company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signatures Continue on the Following Page]

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CIM OFC SAN DIEGO CA, LP,
a Delaware limited partnership

By: CIM GP OFC San Diego CA, LLC, a Delaware limited liability
company, its General Partner

By: COLE CORPORATE INCOME OPERATING PARTNERSHIP II,
LP, a Delaware limited partnership, its sole member

By: GRT OP (CARDINAL NEW GP SUB), LLC, a Delaware limited
liability company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signatures Continue on the Following Page]

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THE GC NET LEASE (CHARLOTTE DAVID TAYLOR) INVESTORS,
L.P., a
Delaware limited partnership

By: The GC Net Lease (Charlotte David Taylor) GP, LLC, a Delaware
limited liability company, its General Partner

By: Cole Corporate Income Operating Partnership II, LP, a Delaware
limited partnership, its sole member

By: GRT OP (Cardinal New GP Sub), LLC, a Delaware limited liability
company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

THE GC NET LEASE (GREENSBORO) INVESTORS, L.P., a
Delaware limited partnership

By: The GC Net Lease (Greensboro) GP, LLC, a Delaware limited
liability company, its General Partner

By: Cole Corporate Income Operating Partnership II, LP, a Delaware
limited partnership, its sole member

By: GRT OP (Cardinal New GP Sub), LLC, a Delaware limited liability
company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signatures Continue on the Following Page]

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

THE GC NET LEASE (WAKE FOREST) INVESTORS, L.P., a
Delaware limited partnership

By: The GC Net Lease (Wake Forest) GP, LLC, a Delaware limited
liability company, its General Partner

By: Cole Corporate Income Operating Partnership II, LP, a Delaware
limited partnership, its sole member

By: GRT OP (Cardinal New GP Sub), LLC, a Delaware limited liability
company, its General Partner

By: GRT OP, L.P., a Delaware limited partnership, its sole member

By: GRIFFIN REALTY TRUST, INC., a Maryland corporation,
its General Partner

By: /s/ Javier F. Bitar

Name: Javier F. Bitar

Title: Chief Financial Officer, Treasurer and Interim Chief
Investment Officer

[Signature Page to First Amendment to Second Amended and Restated Credit Agreement]

**Document and Entity
Information Document**

Nov. 30, 2022

Cover [Abstract]

<u>Document Type</u>	8-K
<u>Document Period End Date</u>	Nov. 30, 2022
<u>Entity Registrant Name</u>	Griffin Realty Trust, Inc.
<u>Entity Central Index Key</u>	0001600626
<u>Amendment Flag</u>	false
<u>Entity File Number</u>	000-55605
<u>Entity Incorporation, State or Country Code</u>	MD
<u>Entity Tax Identification Number</u>	46-4654479
<u>Entity Address, Address Line One</u>	1520 E. Grand Avenue
<u>Entity Address, City or Town</u>	El Segundo
<u>Entity Address, State or Province</u>	CA
<u>Entity Address, Postal Zip Code</u>	90245
<u>City Area Code</u>	310
<u>Local Phone Number</u>	606-3200
<u>Written Communications</u>	false
<u>Soliciting Material</u>	false
<u>Pre-commencement Tender Offer</u>	false
<u>Pre-commencement Issuer Tender Offer</u>	false
<u>Entity Emerging Growth Company</u>	false


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