

CAPITAL TRUST INC
Form S-3
December 10, 2007

Use these links to rapidly review the document
[IMPORTANT NOTICE ABOUT THIS PROSPECTUS](#)

As filed with the Securities and Exchange Commission on December 10, 2007

Registration Statement No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CAPITAL TRUST, INC.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
Incorporation or Organization)

94-6181186

(I.R.S. Employer
Identification Number)

**410 Park Avenue, 14th Floor
New York, New York 10022
Telephone: (212) 655-0220**

(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

**John R. Klopp
Chief Executive Officer
Capital Trust, Inc.
410 Park Avenue, 14th Floor
New York, New York 10022
Telephone: (212) 655-0220**

(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:
**Michael L. Zuppone, Esq.
Paul, Hastings, Janofsky & Walker LLP
75 East 55th Street
New York, New York 10022
Telephone: (212) 318-6000**

(Approximate date of commencement of proposed sale to the public): From time to time after the effective date of this registration statement.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. o

Edgar Filing: CAPITAL TRUST INC - Form S-3

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be registered(1)	Price maximum offering price per share(1)	Proposed maximum aggregate offering price	Amount of registration fee(2)
Class A Common Stock, par value \$0.01 per share(3)	5,000,000	\$31.27	\$156,350,000.00	\$4,799.95

(1) The shares may be sold, from time to time, by the registrant, pursuant to the registrant's Dividend Reinvestment and Stock Purchase Plan.

(2) Calculated pursuant to Rule 457(c), based on \$31.27, which was the average of the high and low price of the registrant's common stock as reported by the New York Stock Exchange on December 4, 2007, a date within the five business days prior to the filing of this registration statement. The proposed maximum offering price per share will be determined, from time to time, by the registrant in connection with the issuance by the registrant of the securities registered.

(3) Plus such additional shares as may be issued by reason of stock splits, stock dividends or similar transactions.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where such offer or sale is not permitted.

Subject to completion, dated December 7, 2007.

PROSPECTUS

Dividend Reinvestment and Stock Purchase Plan

We are pleased to offer you the opportunity to participate in the Capital Trust, Inc. Dividend Reinvestment and Stock Purchase Plan, or the Plan. The Plan has two components: a dividend reinvestment component and a direct stock purchase component. The dividend reinvestment component provides our shareholders with an easy and economical way to designate all or any portion of the cash dividends on their shares of our class A common stock, par value \$0.01 per share, or common stock, for reinvestment in additional shares of our common stock. The direct stock purchase component permits our shareholders and new investors to purchase shares of our common stock in an economical and convenient manner.

This prospectus relates to 5,000,000 shares of our common stock to be offered for purchase under the Plan. Our common stock is listed on the New York Stock Exchange, or NYSE, under the symbol "CT." On December 6, 2007, the closing price of our common stock was \$34.19 per share.

Key features of the Plan are that you can:

Purchase shares of our common stock through the Plan without a personal broker and, in many cases, without paying a commission;

Automatically reinvest all or any portion of your cash dividends in additional shares of our common stock at discount (currently 1%) from the Purchase Price (as determined under the Plan);

At our sole discretion, make optional cash investments of as little as \$1,000 per month at a discount from the Purchase Price (as determined under the Plan) that may range from 0% to 5%;

Transfer your shares easily; and

Own and transfer your shares without holding or delivering physical certificates.

Investing in our common stock involves risks. Please see "Risk Factors" beginning on page 6.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is [], 200[].

TABLE OF CONTENTS

Important Notice About This Prospectus

About Capital Trust, Inc.

Summary

Risk Factors

Special Cautionary Notice Regarding Forward-Looking Statements

Information About The Plan

1. What is the Purpose of the Plan?
2. What options are available under the Plan?
3. What are the benefits and disadvantages of the Plan?
4. Who is eligible to participate in the Plan?
5. Can non-U.S. citizens participate in the Plan?
6. How do I enroll in the Plan if I am already a Capital Trust shareholder?
7. I already own shares, but they are held by my bank or broker and registered in "street name." How can I participate in the Plan?
8. I am not currently a Capital Trust shareholder. How do I enroll in the Plan?
9. Are there fees associated with participation in the Plan?
10. What are the dividend payment options?
11. What are the minimum and maximum amounts for Optional Cash Investments?
12. How do I make Optional Cash Investments?
13. What transactions can I conduct through AST's online services?
14. What is the source of our common stock purchased through the Plan?
15. When will shares be purchased under the Plan?
16. At what price will shares be purchased?
17. Will fractional shares be purchased?
18. How are payments with "insufficient funds" handled?
19. Will interest be paid on Plan accounts?
20. Who will hold the additional shares purchased through the Plan?
21. How may I receive a stock certificate?

22. How do I replace a lost, stolen or destroyed stock certificate?
23. May I add my physical shares of Capital Trust common stock to my Plan account for safekeeping?
24. How may I sell shares I hold through the Plan?
25. Can I transfer shares that I hold in the Plan to someone else?

26. I've just moved. How can I request a change of address or update other personal data?
27. How may I modify or close my Plan account?
28. Are there any other limits on the purchase of shares of common stock under the Plan?
29. Who administers and interprets the Plan? How do I contact them?
30. What reports will I receive?
31. What if Capital Trust issues a stock dividend or declares a stock split or rights offering?
32. How do I vote my Plan shares at shareholders' meetings?
33. Can the Plan be changed and can the Plan Administrator terminate my Plan account?
34. What are the responsibilities of Capital Trust and AST under the Plan?
35. Will dividends continue to be paid while the Plan is in effect?
36. Can I pledge my Plan shares?
37. What are the federal income tax consequences of participating in the Plan?

Federal Income Tax Considerations Relating To Capital Trust

Use Of Proceeds

Plan Of Distribution

Where You Can Find More Information

Incorporation By Reference

Legal Matters

Experts

IMPORTANT NOTICE ABOUT THIS PROSPECTUS

Please read this prospectus carefully. If you own shares now, or if you decide to buy shares in the future, then please keep this prospectus with your permanent investment records, since it contains important information about the Plan.

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with different information. This prospectus may only be used where it is legal to sell these securities. You should not assume that the information contained in this prospectus is accurate as of any date later than the date hereof or such other dates as are stated herein or as of the respective dates of any documents or other information incorporated herein by reference.

ABOUT CAPITAL TRUST, INC.

References in the prospectus to "we," "us" or "our" and "Capital Trust" refer to Capital Trust, Inc. and its subsidiaries unless the context specifically requires otherwise.

We are a fully integrated, self-managed finance and investment management company that specializes in credit-sensitive structured financial products. We invest in loans, debt securities and related instruments for our own account and on behalf of investment vehicles that we manage. To date, our investment programs have focused on loans and securities backed by commercial real estate assets with the objective of achieving attractive risk-adjusted returns. We conduct our operations to qualify as a real estate investment trust, or REIT, for federal income tax purposes and we elected REIT status commencing with the tax year ended December 31, 2003. We generally intend to distribute substantially all of our taxable income, which does not necessarily equal net income as calculated in accordance with generally accepted accounting principles, to our shareholders each year so as to comply with the REIT provisions of the Internal Revenue Code.

Our principal executive offices are located at 410 Park Avenue, 14th Floor, New York, New York 10022 and our telephone number is (212) 655-0220. Our website address is www.capitaltrust.com. We are not incorporating the information included, or referred to, on our website into this prospectus, and our website and the information included, or referred to, on our website are not a part of this prospectus.

SUMMARY

The following summary description of our Dividend Reinvestment and Stock Purchase Plan is qualified by reference to the full text of the Plan, which appears in this prospectus.

Purpose of the Plan The Plan is a convenient and economical stock purchase program available for existing investors to increase their holdings and for new investors to make an initial investment in our common stock. Through the Plan, investors can reinvest the dividends paid on our common stock and, subject to our discretion, purchase shares of our common stock through Optional Cash Investments.

Dividend Reinvestment Options You may choose from the following options:

Full Dividend Reinvestment: You may elect to reinvest all of your cash dividends by designating your election on your enrollment form. Dividends paid on all shares registered in your name in stock certificate form and/or credited to your account will be reinvested under the Plan in additional shares of common stock. Enrollment forms may be obtained at www.AmStock.com, the website for American Stock Transfer & Trust Company, the Plan Administrator.

Partial Dividend Reinvestment: You may elect to receive part of your dividends in cash by designating your election on your enrollment form. If you elect partial dividend reinvestment, you must specify the number of whole shares for which you want your dividends to be reinvested into additional shares of common stock. Dividends on shares you receive through the reinvestment of dividends will also be reinvested into shares of our common stock, unless you specify otherwise. Dividends paid on all other shares registered in your name in stock certificate form and/or credited to your account will be paid in cash.

No Dividend Reinvestment: You may elect to receive all of your dividends in cash by designating your election on your enrollment form. Dividends paid in cash will be sent to you by check in the manner in which such dividends are sent to shareholders of Capital Trust.

You may change your investment options at any time submitting a new enrollment form to the Plan Administrator. See Question 27 for more information. Dividends paid on all common shares acquired under and held in the Plan will be automatically reinvested in additional shares of our common stock, unless otherwise requested.

Optional Cash Investments At our sole discretion and with our prior approval, you may make Optional Cash Investments on a monthly basis, subject to a minimum per month purchase of \$1,000. See Question 12 for more information.

Pricing Period and Purchase Price for Optional Cash Investments

A Pricing Period is used to determine the price at which shares of our common stock will be purchased in connection with pre-approved Optional Cash Investments.

A Pricing Period is generally a period of one to 10 separate days during which trading of our common stock is reported on the NYSE. Each of these separate days will be a Purchase Date, and an equal proportion of your optional cash purchase will be invested on each trading day during such Pricing Period, subject to specified exceptions. The Purchase Price for shares acquired on a particular Purchase Date will be equal to 100% (subject to any Investment Discount as discussed below) of the unsolicited volume weighted average price, rounded to three decimal places, of our common stock as reported by the NYSE only, obtained from Bloomberg, LP for the trading hours from 9:30 a.m. to 4:00 p.m., Eastern time, for that Purchase Date. See Question 12 for more information.

Threshold Price

When pre-approved Optional Cash Investments are being used to purchase common stock from us, we may establish a Threshold Price, which is the minimum price at which our common stock must trade on a given day during the Pricing Period for shares to be purchased on that day. Your investment will be reduced, and a proportional amount of your optional cash payment will be returned to you, without interest, for each trading day during a Pricing Period (as it may be extended) that does not meet the Threshold Price. See Question 12 for more information.

Potential Investment Discounts on Pre-Approved Optional Cash Investments

With respect to pre-approved Optional Cash Investments, we may offer a discount of between 0% and 5% from the Purchase Price otherwise applicable to Optional Cash Investments, which we refer to as an Investment Discount. The Investment Discount may vary each month but once established will apply uniformly to all pre-approved Optional Cash Investments. See Question 12 for more information.

Purchase Dates

A Purchase Date is the date or dates on which the Plan Administrator purchases shares of our common stock for the Plan.

Dividend Reinvestment:

The Purchase Date will be (i) if shares are acquired directly from us, the dividend payment date authorized by our board of directors, or (ii) in the case of open market purchases, the date or dates of actual investment, but generally no later than 35 business days following the dividend payment date.

Optional Cash Investments:

The Purchase Dates for pre-approved Optional Cash Investments are discussed in the response to Question 12.

Purchase Price for Dividend Reinvestments

If the shares are purchased in the open market, the Purchase Price will be the average price per share of shares purchased. You will be subject to minimal investment fees in connection with open market purchases. See Question 9.

If the shares are purchased from us, the Purchase Price will be the average of the daily high and low sales prices for a share of our common stock reported by the NYSE on the dividend payment date authorized by our board of directors, or, if no trading occurs in shares of common stock on the applicable dividend payment date, the first NYSE trading day immediately preceding the dividend payment date for which trades are reported.

Discount From Purchase Price for Dividend Reinvestments

We are currently offering a 1% discount from the Purchase Price on dividend reinvestments made pursuant to the Plan.

We may amend the Plan to change the amount of, or eliminate, this discount by providing you notice of this change. In addition, if we decrease or eliminate the discount, we will require you to confirm in writing that you still wish to have your dividends reinvested pursuant to the Plan. See question 33 for more information.

Fees

See Question 9 for certain fees that may be applicable to your participation in the Plan.

No Interest Pending Investment

No interest will be paid on cash dividends or Optional Cash Investments pending investment or reinvestment under the terms of the Plan.

Source of Purchase of Shares

Shares of common stock purchased through the Plan for Optional Cash Investments will be supplied directly by us from newly issued shares. Shares of common stock purchased for through the Plan for dividend reinvestments will be supplied directly by us as newly issued shares or via purchases by us of common stock on the open market or through privately negotiated transactions, or by a combination of such purchases, at our option.

Amount Offered

This prospectus is part of a registration statement under which we have registered 5,000,000 shares of common stock authorized to be issued under the Plan. Because we expect to continue the Plan indefinitely, we expect to authorize for issuance and register under the Securities Act of 1933, as amended, which we refer to as the Securities Act, additional shares from time to time as necessary for purposes of the Plan and may otherwise amend the Plan.

Modification or Closure of Your Plan Account

You may modify or close your Plan account by notifying the Plan Administrator. See Question 29 for more information.

Who to Contact with Questions

If you have any questions about the Plan, please call the Plan Administrator, American Stock Transfer & Trust Company, or AST, toll free at (866) 662-3945, 24 hours a day, seven days a week. Customer service representatives are available Monday through Thursday, between the hours of 8:00 A.M. and 7:00 P.M. Eastern time, and Friday, between the hours of 8:00 A.M. and 5:00 P.M. Eastern time. You can also obtain important information about the Plan by going to AST's website at www.AmStock.com.

RISK FACTORS

You should carefully consider the risk factors below and those incorporated herein by reference in conjunction with the other information contained in or incorporated by reference into this prospectus before deciding to purchase shares of our common stock. In addition to the risk factors below, you should review the risk factors identified in Part I, Item 1A, of our most recent Annual Report on Form 10-K as those factors may be updated in our Quarterly Reports on Form 10-Q, all of which are incorporated by reference into this prospectus. You should consult your financial, tax, legal and other advisors prior to determining whether to participate in the Plan.

Your investment in the Plan is not protected from losses.

Your investment in the Plan is no different from any investment in shares held by you. If you choose to participate in the Plan, then you should recognize that none of us, our subsidiaries and affiliates, nor the Plan Administrator can assure you of a profit or protect you against loss on the shares that you purchase under the Plan. You bear the risk of loss in value and enjoy the benefits of gains with respect to all your shares. You need to make your own independent investment and participation decisions consistent with your situation and needs. None of us, our subsidiaries and affiliates, nor the Plan Administrator can guarantee liquidity in the markets, and the value and marketability of your shares may be adversely affected by market conditions. Your ability to liquidate or otherwise dispose of shares in the Plan is subject to the terms of the Plan and the withdrawal procedures thereunder. You may not be able to withdraw or sell your shares in the Plan in time to react to market conditions.

Plan accounts are not insured or protected by the Securities Investor Protection Corporation or any other entity and are not guaranteed by the Federal Deposit Insurance Corporation or any government agency.

Capital Trust, its affiliates and the Plan Administrator will have limited liability to you with respect to the Plan.

Neither we, our subsidiaries, our affiliates, nor the Plan Administrator will be liable for any act, or for any failure to act, as long as we or they have made good faith efforts to carry out the terms of the Plan, as described in this prospectus and on the forms that are designed to accompany each investment, sale or activity.

The Purchase Price for shares purchased or sold under the Plan will vary.

The Purchase Price for any shares that you purchase or sell under the Plan will vary and cannot be predicted. You may purchase or sell shares at a price that is different from (more or less than) the price that you would face if you acquired or sold shares on the open market on the related dividend payment date or Purchase Date, or sale date, as appropriate.

We may not be able to pay dividends.

We cannot assure you that we will declare or pay dividends in the future, and nothing contained in the Plan obligates us to do so. In order to qualify as a REIT, we must distribute to our shareholders at least 90% of our REIT taxable income each year. This distribution requirement may require us to distribute all or substantially all of our available cash and therefore may affect our ability to maintain dividend payments in the future if earnings decline. The requirements to qualify for REIT tax status are complex and technical, and we may not be able to qualify for reasons beyond our control. If we are unable to qualify for REIT tax status, then we may not be able to make distributions to our shareholders.

We may change our determination as to whether the Plan purchases shares for dividend reinvestments directly from us, which could increase the fees you pay in connection with purchases under the Plan.

Although we presently expect that most shares purchased for dividend reinvestments will be purchased directly from us in the form of newly issued shares, we may, without giving you prior written notice, decide to instruct AST to purchase shares of our common stock for dividend reinvestments directly from third parties through open market transactions. Such purchases will be subject to processing fees, which are currently 2% of the dividend, subject to a maximum of \$2.50, and commissions, which are currently \$0.10 per share.

You will not earn any interest on your dividends or cash pending investment.

No interest will be paid on dividends, cash or other funds held by the Plan Administrator pending investment or disbursement.

The market price for our common stock varies, and you should purchase shares for long-term investment only.

Although our common stock currently is traded on the NYSE, we cannot assure you that there will, at any time in the future, be an active trading market for our common stock. Even if there is an active trading market for our common stock, we cannot assure you that you will be able to sell all of your shares at one time or at a favorable price, if at all. As a result, you should participate in the Plan only if you are capable of, and seeking, to make a long-term investment in our common stock.

You may incur tax obligations without receiving cash with which to pay those obligations.

If you reinvest dividends under the Plan, you will be treated for federal income tax purposes as having received a dividend on the date shares of common stock are purchased on your behalf under the Plan, which may give rise to a tax payment obligation without providing you with cash to pay such tax when it becomes due. See Question 37 for a description of federal income tax consequences of participating in the Plan.

SPECIAL CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents we incorporate by reference contain certain forward-looking statements which are subject to various risks and uncertainties, including without limitation, statements relating to the operating performance of our investments and financing needs. For these statements, we claim the protections of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. Forward-looking statements are generally identifiable by use of forward looking terminology such as "may," "will," "should," "potential," "intend," "expect," "seek," "anticipate," "estimate," "believe," "could," "project," "predict," "continue" or other similar words or expressions. Forward-looking statements are not guarantees of performance. They are based on certain assumptions, discuss future expectations, describe future plans and strategies, contain projections of results of operations or of financial condition or state other forward-looking information. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Although we believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth in the forward-looking statements. Factors which could have a material adverse effect on our financial condition, operations and future prospects include, but are not limited to, new origination volume, the continued credit performance of the our loans and commercial mortgage-backed securities investments, the asset/liability mix, the effectiveness of our hedging strategy and the rate of repayment of our portfolio assets, as well as other risks indicated from time to time in the Company's Form 10-K and Form 10-Q filings with the Securities and Exchange Commission.

When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this prospectus and the documents incorporated herein by reference. You are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our management's views as of the date of this prospectus or, if applicable, the date of the information incorporated herein by reference, as the case may be. The factors discussed or referred to above under "Risk Factors" and other factors noted throughout this prospectus and the documents we incorporate by reference could cause our actual results to differ significantly from those contained in any forward-looking statement.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

INFORMATION ABOUT THE PLAN

1. What is the Purpose of the Plan?

The Plan is a convenient and economical stock purchase program available for existing investors to increase their holdings and for new investors to make an initial investment in our common stock. Participants in the Plan may have all or any portion of their cash dividends automatically reinvested in our common stock. Participants may also, at our discretion and with our pre-approval, elect to make monthly Optional Cash Investments. The primary purpose of the Plan is to benefit long-term investors who want to increase their investment in our common stock. We may also use the Plan to raise additional capital through the direct sale of our common stock to shareholders or new investors, who, in connection with any resales of such shares, may be deemed to be underwriters.

Participation in the Plan is voluntary, and we give no advice regarding your decision to join the Plan. However, if you decide to participate, an enrollment form and reply envelope are enclosed for your convenience. In addition, enrollment forms are also available, and may be completed, online. You can access these services through AST's website, www.AmStock.com.

2. What options are available under the Plan?

If you are a Capital Trust shareholder and elect to participate in the Plan, you may have cash dividends on all or any portion of your shares of our common stock held by you automatically reinvested in additional shares of our common stock. Whether or not you are currently a Capital Trust shareholder, you may, at our sole discretion, make Optional Cash Investments in our common stock of as little as \$1,000 per month. Optional Cash Investments may only be made with our prior approval pursuant to a written request for investment and are not subject to a predetermined maximum limit on the amount of the investment. We may establish a discount ranging from 0% to 5% with respect to pre-Optional Cash Investments that we have approved pursuant to a written request for investment. Please refer to Questions 11 and 12 for further information regarding Optional Cash Investments.

3. What are the benefits and disadvantages of the Plan?

The primary benefits of participating in the Plan are as follows:

You may automatically reinvest cash dividends on all or a portion of your holdings of common stock in additional shares of common stock at a discount (currently 1%) to the Purchase Price.

You may also invest in shares of our common stock through Optional Cash Investments, subject to our prior written approval in minimum amounts of \$1,000. You may make Optional Cash Investments even if you do not elect to participate in the Plan's dividend reinvestment option. You may make Optional Cash Investments whether you currently own our common stock or are a new investor.

Shares of common stock purchased directly from us under the Plan will be issued without a sales commission.

Your funds are subject to full investment under the Plan because your account will be credited with the purchase of whole shares, as well as fractional shares computed to three decimal places. Dividends will be paid not only on whole shares but also proportionately on fractional shares held in your account. Dividends paid on all such shares, including fractional shares, will be used to purchase additional shares of common stock, unless you specify otherwise.

You may direct the Plan Administrator to transfer, at any time at no cost to you, all or a portion of your shares in the Plan to a Plan account for another person as long as you meet all of the transfer requirements as set forth in Question 25.

The Plan offers a "share safekeeping" service that allows you to deposit your company stock certificates with the Plan Administrator for \$7.50 and to have your ownership of common stock purchased under the Plan maintained on the Plan Administrator's records in uncertificated form as part of your Plan account, if you so desire.

You will receive statements containing year-to-date information on all Plan transactions in your account within a reasonable time after a transaction occurs, as well as on a quarterly basis, that are designed to simplify your recordkeeping.

For a description of disadvantages of participating in the Plan, see "Risk Factors" above.

4. Who is eligible to participate in the Plan?

The Plan is open to all U.S. residents, whether or not they currently own shares of our common stock.

5. Can non-U.S. citizens participate in the Plan?

Yes. If you are not a U.S. citizen, you can participate in the Plan, provided there are no laws or governmental regulations that would prohibit you from participating or laws or governmental regulations that would affect the terms of the Plan. We reserve the right to terminate the participation of any shareholder if we deem it advisable under any foreign laws or regulations. You will be subject to certain tax withholding regarding dividends that are reinvested.

6. How do I enroll in the Plan if I am already a Capital Trust shareholder?

After being furnished with a copy of this prospectus, you may join the Plan at any time by enrolling on-line through AST at www.AmStock.com or by completing and returning the enclosed enrollment form. All plan materials, including enrollment forms, as well as other plan forms and this prospectus, are available through the Plan Administrator as indicated in the answer to Question 29 below.

You will become a participant after a properly completed enrollment form has been received and accepted by the Plan Administrator or after you enroll on-line.

7. I already own shares, but they are held by my bank or broker and registered in "street name." How can I participate in the Plan?

If you are the beneficial owner of common stock registered in "street name" (for example, in the name of a bank, broker or trustee), you may participate in the Plan by either: (1) transferring those securities into your own name and depositing those shares of common stock into the Plan for safekeeping and/or electing to reinvest cash dividend payments on those shares in common stock (see the answer to Question 23); or (2) making arrangements with your record or registered holder (for example, your bank, broker or trustee, who will become the participant) to participate in the Plan on your behalf.

8. I am not currently a Capital Trust shareholder. How do I enroll in the Plan?

If you do not currently own any shares of our common stock and you wish to become a shareholder and a participant in the Plan, you may submit a request for investment, which, if approved, will allow you to make an Optional Cash Investment and become a participant in the Plan. Please refer to Questions 12 and 13 for information with respect to Optional Cash Investments.

9. Are there fees associated with participation in the Plan?

Yes. The fees below apply to your enrollment and participation in the Plan. These fees are payable to AST and we do not receive any part of these fees.

	Fees	
	If Purchases are Made Directly from Us	If Purchases (Sales) are Made in the Open Market
Enrollment fee for new investors	\$0	\$0
Service fee for Optional Cash Investments made via check or wire transfer	\$2.50	\$2.50
Service fee for dividend reinvestment:	2% (\$2.50 max)	2% (\$2.50 max)
Processing fee for Optional Cash Investments:	None	N/A
Service fee for sale of shares (partial or full) or termination		15.00
Commission on all purchases and sales of shares	\$0	\$0.10 per share
Return check or failed electronic payment fee (see Question 18 for additional details)	\$25.00	\$25.00
Deposit or share certificate safekeeping service	\$7.50	\$7.50

10. What are the dividend payment options?

You may select from the following dividend options:

Full Dividend Reinvestment: You may elect to reinvest all of your cash dividends by designating your election on your enrollment form. Dividends paid on all shares registered in your name in stock certificate form and/or credited to your account will be reinvested under the Plan in additional shares of common stock. Automatic reinvestment of your dividends does not relieve you of liability for income taxes that may be owed on your dividends.

Partial Dividend Reinvestment: You may elect to receive part of your dividends in cash by designating your election on your enrollment form. If you elect partial dividend reinvestment, you must specify the number of whole shares for which you want your dividends to be reinvested into additional shares of common stock. Dividends on shares you receive through the reinvestment of dividends will also be reinvested into shares of our common stock, unless you specify otherwise. Dividends paid on all other shares registered in your name in stock certificate form and/or credited to your account will be paid in cash.

No Dividend Reinvestment: You may elect to receive all of your dividends in cash by designating your election on your enrollment form. Dividends paid in cash will be sent to you by check in the manner in which such dividends are sent to shareholders of Capital Trust.

We are currently offering a 1% discount from the Purchase Price on dividend reinvestments made pursuant to the Plan. We may amend the Plan to change the amount of, or eliminate, this discount by providing you notice of this change. In addition, if we decrease or eliminate the discount, we will require you to confirm in writing that you still wish to have your dividends reinvested pursuant to the Plan. See question 33 for more information.

Automatic reinvestment of your dividends does not relieve you of liability for income taxes that may be owed on your dividends. Dividends paid on shares credited to your account will be included in information provided both to you and the Internal Revenue Service, or IRS. You will be treated for federal income tax purposes as having received a dividend on the date shares of common stock are purchased on your behalf under the Plan, which may give rise to a tax payment obligation without providing you with immediate cash to pay such tax when it becomes due. See Question 37 for a description of federal income tax consequences of participating in the Plan.

AST will begin to reinvest your dividends automatically on the next dividend payment date after AST receives your fully completed enrollment form and initial investment, if applicable. If your completed enrollment form and initial investment, if applicable, arrive after the record date, reinvestment may not begin until the following dividend.

11. What are the minimum and maximum amounts for Optional Cash Investments?

If you are a current shareholder, or if you wish to become a shareholder, you may, if we approve your request for investment, make Optional Cash Investments subject to a minimum investment of \$1,000 in any given month. There currently is no maximum limit for Optional Cash Payments. However, each Optional Cash Investment is subject to our prior written approval.

We may adjust all minimum and maximum plan investment amounts at our discretion from time to time after notification to all participants.

12. How do I make Optional Cash Investments?

Optional Cash Investments may be made only pursuant to our acceptance of a written request for investment, which shall be made on a request form (a "Request for Investment"). We expect to approve Requests for Investment from financial intermediaries, including brokers and dealers, and other participants from time to time.

Participants may ascertain whether we are accepting Requests for Investment in any given month and certain other important information by telephoning us on the first business day of each month at 212-655-0047 or such other number as we may establish from time to time. In addition, participants may ascertain whether we are accepting Requests for Investment in the first month that the Plan is activated by calling the number above on or about the date of this prospectus. When investors call this number, we will inform them (by a prerecorded message) of one of the three following pieces of information:

that we will not be accepting Requests for Investment that month;

that we will be accepting Requests for Investment that month. If this is the case, we will provide relevant information such as:

- (a) the date on which a Pricing Period will begin;
- (b) the number of days in the Pricing Period;
- (c) the minimum price, if any, at which our common stock will be sold (see "Threshold Price" below);
- (d) the discount, if any, applicable to Optional Cash Investments (see "Investment Discount" below);
- (e) whether or not the Pricing Period extension feature will be activated (see "Pricing Period Extension Feature" below); or

that we have not yet determined whether we will be accepting Requests for Investment. If this is the case, we will inform participants of a date later in the month when they can call to inquire as to whether we will be accepting Requests for Investment.

We have the sole discretion to approve or reject any Request for Investment during any month. We may grant such requests in order of receipt, price offered, or by any other method that we determine to be appropriate. We also may adjust the amount that you may invest on a pro rata basis.

In deciding whether to approve your Request for Investment, we may consider, among other things, the following factors:

our need for additional funds;

our desire to obtain such additional funds through the sale of our common stock as compared to other sources of funds;

the purchase price likely to apply to any sale of our common stock;

the extent and nature of your prior participation in the Plan;

the number of shares of common stock you hold of record; and

the total amount of Optional Cash Investments for which Requests for Investment have been submitted.

We will decide whether to approve a submitted request at least two days prior to the commencement of the applicable Pricing Period. If you do not receive a response from us in connection with your Request for Investment, you should assume that we have denied your request.

We must receive a Request for Investment no later than 5:00 P.M., Eastern time, on the day we establish the terms for Optional Cash Investments, which is the third business day before the first day of the relevant Pricing Period. If we approve your Request for Investment, we will notify you and the Plan Administrator in writing on or before 5:00 P.M., Eastern time on the second business day prior to the first day of the Pricing Period. Available funds for Optional Cash Investments must be received by the Plan Administrator by wire transfer or check (see "Payment by Check" below) by no later than 3:00 P.M., Eastern time, one business day prior to the first day of the relevant Pricing Period. To obtain a Request for Investment form or additional information, a participant may visit AST's website, at www.AmStock.com, or call AST, toll free at (866) 662-3945. Completed request forms should be faxed directly to us "Attn: Jay Thailer" at (212) 655-0046 or such other number as we may establish from time to time.

Purchase Price of Shares for Optional Cash Investments. Shares purchased pursuant to an approved Request for Investment will be purchased directly from us on the terms described herein, including the possible establishment of a "Threshold Price" as more fully described below. The Purchase Price may be reduced by any Investment Discount that we have provided for Optional Cash Investments on each Purchase Date. If we grant your Request to purchase shares pursuant to a Request for Investment, there will be a "Pricing Period," which will generally consist of one to 10 separate days during which trading of our common stock is reported on the NYSE. Each of these separate days will be a Purchase Date, and an equal proportion of your Optional Cash Investment will be invested on each trading day during such Pricing Period, subject to the qualifications listed below. The Purchase Price for shares acquired on a particular Purchase Date will be equal to 100% (subject to any Investment Discount as described below) of the unsolicited volume weighted average price, rounded to three decimal places, of our common stock as reported by the NYSE only, obtained from Bloomberg, LP for the trading hours from 9:30 a.m. to 4:00 p.m., Eastern time, for that Purchase Date (the "Daily VWAP"). **Plan shares will not be available to Plan participants until the conclusion of each month's Pricing Period or investment unless we elect to activate the continuous settlement feature, in which case shares purchased on a particular Purchase Date will be available within three business days of that Purchase Date.**

The Plan Administrator will apply all Optional Cash Investments made pursuant to an approved Request for Investment for which good funds are received on or before the first business day before the Pricing Period to the purchase of shares of our common stock on each Purchase Date of the applicable Pricing Period, subject to any Threshold Price we set as described below.

Edgar Filing: CAPITAL TRUST INC - Form S-3

Threshold Price. We may establish a minimum price (or the Threshold Price) applicable to Optional Cash Investments for a Pricing Period. This determination will be made by us in our discretion after a review of current market conditions, the level of participation in the Plan, and current and projected capital needs. If the Threshold Price is established, we will so notify the Plan Administrator of its amount. As noted above, investors may telephone us on the first business day of each month at 212-655-0047, or such other number as we may establish from time to time, to ascertain whether a Threshold Price has been set and, if so, its dollar amount.

If established for any Pricing Period, the Threshold Price will be stated as a dollar amount that the Daily VWAP for each trading day of such Pricing Period (not adjusted for discounts, if any) must equal or exceed. Except as provided below, we will exclude from the Pricing Period any trading day that Daily VWAP is less than the Threshold Price. We also will exclude from the Pricing Period and from the determination of the Purchase Price any day in which no trades of common stock are made on the NYSE. For example, if the Threshold Price is not met for two of the trading days in a 10-day Pricing Period, then we will return 20% of the funds you submitted in connection with your Request for Investment unless we have activated the Pricing Period extension feature for the Pricing Period which is described below.

Setting a Threshold Price for a Pricing Period will not affect the setting of a Threshold Price for any other Pricing Period. We may waive our right to set a Threshold Price for any particular Pricing Period. Neither we nor the Plan Administrator is required to give you notice of the Threshold Price for any Pricing Period.

Pricing Period Extension Feature. We may elect to activate for any particular Pricing Period the Pricing Period extension feature, which will provide that the initial Pricing Period will be extended by the number of days that the Threshold Price is not satisfied, or on which there are no trades of our common stock reported by the NYSE, subject to a maximum of five trading days. If we elect to activate the Pricing Period extension feature and the Threshold Price is satisfied for any additional day that has been added to the initial Pricing Period, that day will be included as one of the trading days for the Pricing Period in lieu of the day on which the Threshold Price was not met or trades of our common stock were not reported. For example, if the determined Pricing Period is 10 days, and the Threshold Price is not satisfied for three out of those 10 days in the initial Pricing Period, and we had previously announced at the time of the Request for Investment acceptance that the Pricing Period extension feature was activated, then the Pricing Period will automatically be extended, and if the Threshold Price is satisfied on the next three trading days (or a subset thereof), then those three days (or a subset thereof) will become investment days in lieu of the three days on which the Threshold Price was not met. As a result, because there were 10 trading days during the initial and extended Pricing Period on which the Threshold Price was satisfied, all of the optional cash purchase will be invested.

Return of Unsubscribed Funds. We will return a portion of each Optional Cash Investment pursuant to a Request for Investment for each trading day of a Pricing Period or extended Pricing Period, if applicable, for which the Threshold Price is not met or for each day in which no trades of common stock are reported on the NYSE ("unsubscribed funds"). Any unsubscribed funds will be returned within five business days after the last day of the Pricing Period, or if applicable, the extended Pricing Period, without interest. The amount returned will be based on the number of days during which the Threshold Price was not met compared to the number of days in the Pricing Period or extended Pricing Period. For example, the returned amount in a 10-day Pricing Period will equal one-tenth ($1/10$) of the total amount of such Optional Cash Investment for each trading day that the Threshold Price is not met or for each trading day in which sales are not reported.

Investment Discount. Each month we may establish a discount from the Purchase Price applicable to Optional Cash Investments. The Investment Discount may be between 0% and 5% of the Purchase Price and may vary each month.

Edgar Filing: CAPITAL TRUST INC - Form S-3

The Investment Discount will be established at our sole discretion after a review of current market conditions, the level of participation in the Plan, the attractiveness of obtaining such additional funds through the sale of common stock as compared to other sources of funds and current and projected capital needs. Setting an Investment Discount for a particular month shall not affect the setting of an Investment Discount for any subsequent month.

Payment by Check. You may make Optional Cash Investments in our common stock by sending to AST a check for the purchase of additional shares. The check must be made payable to "American Stock Transfer & Trust Company CT Dividend Reinvestment and Stock Purchase Plan," drawn on a U.S. bank and payable in U.S. dollars. If you are not in the United States, contact your bank to verify that they can provide you with a check that clears through a U.S. bank and can print the dollar amount in U.S. funds. Due to the longer clearance period, AST is unable to accept checks clearing through non-U.S. banks. All checks should be sent to AST, at the address provided in Question 29. AST will not accept cash, money orders, traveler's checks or third party checks.

13. What transactions can I conduct through AST's online services?

AST offers you a convenient way to invest in our common stock completely online, without having to send in any forms or checks by mail. Through AST's online services, you may:

Enroll in the Plan;

Authorize a one-time withdrawal of funds from your U.S. bank account to make your initial investment or to purchase additional shares of our common stock;

Establish automatic monthly investments;

Review your transaction history and position summary;

Request certificates;

Arrange for online sales of some or all of your shares;

Download enrollment and other forms;

Update certain of your contact information;

Receive transaction confirmations via email;

make inquiries via live chat; and

Arrange to receive Capital Trust annual reports and other materials over the Internet.

You can access these services through the investor relations section of AST's website, www.AmStock.com. Participation in the Plan through the Internet is entirely voluntary.

If you are currently a Capital Trust shareholder of record (*i.e.*, you do not hold your shares in "street name"), you will need your account number, social security number and password to access your account online. Persons who hold common stock in "street name" do not have accounts at AST.

14. What is the source of our common stock purchased through the Plan?

Shares of common stock purchased through the Plan for Optional Cash Investments will be supplied directly by us from newly issued shares.

For dividend reinvestments, shares will be purchased by the Plan Administrator:

directly from us in the form of newly issued shares;

from parties other than us, through open market transactions; or

using a combination of direct purchases and open market transactions;

in each case, at our sole discretion.

With respect to dividend reinvestments, we may also, without prior notice to participants, change our determination as to whether shares of common stock will be purchased by the Plan Administrator directly from us or in the open market or in privately negotiated transactions. In connection with any reinvestment of dividends in which the Plan Administrator purchases shares of our common stock on the open market, you will pay your pro rata share of all brokerage commissions.

Share purchases in the open market may be made on any stock exchange where our common stock is traded or in privately negotiated transactions on such terms as AST may reasonably determine. Neither Capital Trust nor any participant will have any authority or power to direct the date, time or price at which shares may be purchased by AST. No one, other than AST, may select the broker or dealer through or from whom purchases are to be made.

We presently expect that most shares will be purchased directly from us in the form of newly issued shares.

15. When will shares be purchased under the Plan?

The "Purchase Date" is the date or dates on which the Plan Administrator purchases shares of our common stock for the Plan, as described below.

Dividend Reinvestments. If the Plan Administrator acquires shares directly from us, it will combine the dividend funds of all Plan participants whose dividends are automatically reinvested and will generally invest such dividend funds on the dividend payment date. If the dividend payment date falls on a day that is not a NYSE trading day, then the investment will occur on the next NYSE trading day. If the Plan Administrator acquires shares from parties other than us through open market transactions, such purchases will occur during a period beginning on the day that would be deemed the Purchase Date if the shares were acquired directly from us (the dividend payment date or, if the dividend payment date falls on a day that is not a NYSE trading day, the next NYSE trading day) and ending no later than thirty-five (35) days following the applicable dividend payment date, except where completion at a later date is necessary or advisable under any applicable federal or state securities laws or regulations. The record date associated with a particular dividend is referred to in this Plan as a "dividend record date."

Optional Cash Investments. The Purchase Dates for Optional Cash Investments are discussed in response to Question 12.

16. At what price will shares be purchased?

The price of shares for dividend reinvestments will be determined as follows:

If the shares are purchased in the open market, the Purchase Price will be the average price per share of shares purchased. You will be subject to minimal investment fees in connection with open market purchases. See Question 9.

If the shares are purchased from us, the Purchase Price will be the average of the daily high and low sales prices for a share of our common stock reported by the NYSE on the dividend payment date authorized by our board of directors, or, if no trading occurs in shares of common stock on the applicable dividend payment date, the first NYSE trading day immediately preceding the dividend payment date for which trades are reported.

The Purchase Price for Optional Cash Investments is discussed in response to Question 12.

17. Will fractional shares be purchased?

If any dividend or optional cash investment is not sufficient to purchase a whole share of our common stock, a fractional share (calculated to three decimal places) will be credited to your account. Dividends will be paid on the fraction and will be reinvested or paid in cash in accordance with your standing instructions.

18. How are payments with "insufficient funds" handled?

In the event that any check or other deposit is returned unpaid for any reason or your pre-designated bank account does not have sufficient funds for an automatic debit, AST will consider the Request for Investment of that purchase null and void. AST will immediately remove from your account any shares already purchased in anticipation of receiving those funds and will sell such shares. If the net proceeds from the sale of those shares are insufficient to satisfy the balance of the uncollected amounts, AST may sell additional shares from your account as necessary to satisfy the uncollected balance. There is a \$25.00 charge for any check or other deposit that is returned unpaid by your bank. This fee will be collected by AST through the sale of the number of shares from your Plan account necessary to satisfy the fee.

19. Will interest be paid on Plan accounts?

No. Interest will not be paid on Plan accounts or on any amounts held pending investment.

20. Who will hold the additional shares purchased through the Plan?

Shares purchased through the Plan are held in safekeeping in book-entry form on AST's records, unless your request a stock certificate in accordance with the response to Question 21 below. The number of shares (including fractional interests) held for each participant will be shown on each account statement. Keeping shares in book-entry form protects against certificate loss, theft and destruction.

21. How may I receive a stock certificate?

You may obtain a physical stock certificate (at no cost) for some or all of your whole shares at any time by requesting AST to withdraw shares from your Plan account. You may make such a request by going to www.AmStock.com, calling AST directly at (866) 662-3945 or by using the tear-off form attached to the account statement. Certificates are normally issued to participants within five business days after receipt of the request. Issuing a certificate for shares held in your Plan account does not affect the automatic reinvestment of your dividends unless you withdraw all of the shares held in your Plan account. No certificates will be issued for fractional shares of common stock. Any remaining whole or fractional shares will continue to be credited to your account. If you request a certificate for all shares credited to your account, a certificate will be issued for the whole shares, and a cash payment will be made for any remaining fractional share. That cash payment will be based upon the then current market price of the common stock, less any processing fee and any other costs of sale. Please refer to Question 27 for instructions on closing your Plan account.

22. How do I replace a lost, stolen or destroyed stock certificate?

If your stock certificate is lost, stolen or destroyed, you should notify AST immediately so that a stop transfer order can be placed on the certificate. You should provide as much specific information about the certificate in question as possible in order to assist AST in identifying which certificate to place a stop transfer order against (certificate number, number of shares, date issued, etc.). AST will send you the forms necessary for issuing a replacement certificate. Please note that there is a fee of

approximately 2% of the market value of the shares (minimum of \$40.00) charged to purchase the replacement indemnity bond.

23. May I add my physical shares of Capital Trust common stock to my Plan account for safekeeping?

At the time of enrollment in the Plan or at any later time, you may use the Plan's share certificate safekeeping service to deposit with AST any share of our common stock in certificate form in your possession and registered in your name. To combine shares held in certificate form with shares held through your Plan account, you must complete the tear-off section of the account statement and submit it, or a letter of instruction, with your certificates to AST at the address provided in Question 29. You should not sign the certificate(s) or complete the assignment section. There is a \$7.50 charge for this service. Since you bear the risk of loss in transit, you should send your stock certificates by registered mail, return receipt requested and insured for 2% of the market value, or by some other form of traceable and/or insurable delivery. Shares held through your Plan account will be protected against certificate loss, theft and damage.

24. How may I sell shares I hold through the Plan?

You can sell some or all of the shares held in your Plan account by contacting AST online at www.AmStock.com or you may call AST directly at (866) 662-3945. You can also submit your request to AST by completing and submitting the tear-off portion of the account statement. AST will cause your shares to be sold on the open market within five business days of receipt of your request. AST may combine your shares to be sold with those of other Plan participants selling shares at the same time. The sales price per share will be the weighted average price per share received by AST for all sales made on that day (and any succeeding days necessary to complete the sale order). Once sold, AST will send you the proceeds, less a service fee of \$15.00 and applicable processing fees, currently \$0.10 per share sold, which include any brokerage commission that the Plan Administrator is required to pay. Proceeds are normally paid by check, which is distributed within 24 hours after your sale transaction has settled.

AST reserves the right to decline to process a sale if it determines, in its sole discretion, that supporting legal documentation is required. In addition, no one will have any authority or power to direct the time or price at which shares for the Plan are sold, and no one, other than AST, will select the broker(s) or dealer(s) through or from whom sales are to be made.

You should be aware that the price of our common stock may rise or fall during the period between a request for sale, its receipt by AST and the ultimate sale on the open market. Instructions sent to AST to sell shares are binding and may not be rescinded. If you prefer to have complete control as to the exact timing and sales prices, you can transfer the shares to a broker of your own choosing and sell them through that broker.

25. Can I transfer shares that I hold in the Plan to someone else?

Yes. You may transfer ownership of some or all of your shares held through the Plan. You may call AST at (866) 662-3945 for complete transfer instructions or go to www.AmStock.com to download the appropriate materials. You will be asked to send AST written transfer instructions and your signature must be "Medallion Guaranteed" by a financial institution. Most banks and brokers participate in the Medallion Guarantee Program. The Medallion Guarantee Program ensures that the individual signing is in fact the owner of the shares to be transferred. A notary is not sufficient.

You may transfer shares to new or existing Capital Trust shareholders. You may not transfer fractional shares.

26. I've just moved. How can I request a change of address or update other personal data?

It is important that our records contain your most up-to-date personal data. If you need to request a change of address or update other personal data, please call AST at (866) 662-3945 or write to them at the address provided in Question 29. You can also update your personal data through AST's online services at www.AmStock.com.

27. How may I modify or close my Plan account?

Changing Dividend Reinvestment Options or Stopping Dividend Reinvestment: You may change dividend reinvestment options or stop dividend reinvestment by submitting a new election form to the Plan Administrator by mail at the address for transaction processing in the response to Question 29. To be effective for a specific dividend, AST must receive any change before or on the record date for such dividend. Record dates are usually 15 days prior to dividend payment dates. If AST does not receive your new election form before the record date for the next dividend, the changes will not be effective with respect to that dividend and will take effect with respect to the following dividend. After processing a request to stop dividend reinvestment, any shares credited to your account under the Plan will continue to be held in book entry form, and dividends on any of your shares held in book-entry form or stock certificate form will be paid in cash by check.

Closing your Plan account. You may close your Plan account by:

(a) Requesting that AST issue a stock certificate for all of your whole shares and a check for the value of any fractional share. See Question 21 for additional information on requesting a stock certificate; or

(b) Requesting that AST sell the shares held in your Plan account on the open market and remit to you a check for the proceeds for all full and fractional shares, less a service fee of \$15.00 and applicable processing fees. See Question 24 for additional information on sales.

In order to be effective for a particular dividend, AST must receive a request to close your Plan account at least five business days prior to the dividend payment date.

28. Are there any other limits on the purchase of shares of common stock under the Plan?

For us to qualify as a REIT under the Internal Revenue Code, not more than 50% of the value of our outstanding stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Internal Revenue Code to include certain entities such as qualified pension plans) during the last half of a taxable year.

For the purpose of preserving our qualification as a REIT for federal income tax purposes, our charter prohibits direct or constructive ownership by any individual of more than a certain percentage, currently 9.9%, of the lesser of the total number or value of the outstanding shares of our common stock as a means of preventing ownership of more than 50% of our common stock by five or fewer individuals.

Our charter further prohibits any person from owning shares of our stock that would result in our being "closely held" under Section 856(h) of the Internal Revenue Code or otherwise cause us to fail to qualify as a REIT and any person from transferring shares of our stock if the transfer would result in our stock being owned by fewer than 100 persons. Any person who acquires or intends to acquire shares of our stock that may violate any of these restrictions, or who is the intended transferee of shares of our stock which are transferred to the trust, as described below, is required to give us immediate written notice and provide us with such information as we may request in order to determine the effect of the transfer on our status as a REIT. The above restrictions will not apply if our board of directors determines that it is no longer in our best interests to continue to qualify as a REIT.

Edgar Filing: CAPITAL TRUST INC - Form S-3

Our board of directors, in its sole discretion, may exempt a person from, or modify, these limits, subject to such terms, conditions, representations and undertakings as it may determine. Our charter provides for, and our board of directors has granted, limited exemptions to certain persons who directly or indirectly own our stock, including officers, directors and shareholders controlled by them or trusts for the benefit of their families.

Any attempted transfer of our stock which, if effective, would result in violation of the above limitations, will cause the number of shares causing the violation, rounded to the nearest whole share, to be automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries designated by us and the proposed transferee will not acquire any rights in the shares. The automatic transfer will be deemed to be effective as of the close of business on the business day, as defined in our charter, prior to the date of the transfer. The shares transferred to the trust will generally be selected so as to minimize the aggregate value of shares transferred to the trust. Shares of our stock held in the trust will be issued and outstanding shares. The proposed transferee will not benefit economically from ownership of any shares of stock held in the trust, will have no rights to dividends and no rights to vote or other rights attributable to the shares of stock held in the trust. The trustee of the trust will have all voting rights and rights to dividends or other distributions with respect to shares held in the trust. These rights will be exercised for the exclusive benefit of the charitable beneficiaries. Any dividend or other distribution paid prior to our discovery that shares of stock have been transferred to the trust will be paid by the recipient to the trustee upon demand. Any dividend or other distribution authorized but unpaid will be paid when due to the trustee. Any dividend or distribution paid to the trustee will be held in trust for the charitable beneficiaries. Subject to Maryland law, the trustee will have the authority to rescind as void any vote cast by the proposed transferee prior to our discovery that the shares have been transferred to the trust and to recast the vote in accordance with the desires of the trustee acting for the benefit of the charitable beneficiaries. However, if we have already taken irreversible corporate action, then the trustee will not have the authority to rescind and recast the vote. If necessary to protect our status as a REIT, we may establish additional trusts with distinct trustees and charitable beneficiaries to which shares may be transferred.

Within 20 days of receiving notice from us that shares of our stock have been transferred to the trust, the trustee will sell the shares to a person designated by the trustee, whose ownership of the shares will not violate the above ownership limitations. Upon the sale, the interest of the charitable beneficiaries in the shares sold will terminate and the trustee will distribute the net proceeds of the sale to the proposed transferee and to the charitable beneficiaries as follows. The proposed transferee will receive the lesser of (i) the price paid by the proposed transferee for the shares or, if the proposed transferee did not give value for the shares in connection with the event causing the shares to be held in the trust, such as a gift, devise or other similar transaction, the market price, as defined in our charter, of the shares on the day of the event causing the shares to be held in the trust and (ii) the price received by the trustee from the sale or other disposition of the shares. Any net sale proceeds in excess of the amount payable to the proposed transferee will be paid immediately to the charitable beneficiaries. If, prior to our discovery that shares of our stock have been transferred to the trust, the shares are sold by the proposed transferee, then the shares shall be deemed to have been sold on behalf of the trust and, to the extent that the proposed transferee received an amount for the shares that exceeds the amount he was entitled to receive, the excess shall be paid to the trustee upon demand.

In addition, shares of our stock held in the trust will be deemed to have been offered for sale to us, or our designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in the transfer to the trust, or, in the case of a devise or gift, the market price at the time of the devise or gift and (ii) the market price on the date we, or our designee, accept the offer. We will have the right to accept the offer until the trustee has sold the shares. Upon a sale to us, the interest

of the charitable beneficiaries in the shares sold will terminate and the trustee will distribute the net proceeds of the sale to the proposed transferee.

All certificates representing shares of our stock issued in the future will bear a legend referring to the restrictions described above.

Every owner of more than such percentage as may from time to time be established by our board of directors, or such lower percentage as required by the Internal Revenue Code or the regulations promulgated thereunder, of our stock, within 30 days after the end of each taxable year, is required to give us written notice, stating his name and address, the number of shares of each class and series of our stock which he beneficially owns and a description of the manner in which the shares are held. Each such owner shall provide us with such additional information as we may request in order to determine the effect, if any, of its beneficial ownership on our status as a REIT and to ensure compliance with the ownership limits. In addition, each shareholder shall, upon demand, be required to provide us with such information as we may request in good faith in order to determine our status as a REIT and to comply with the requirements of any taxing authority or governmental authority or to determine such compliance.

29. Who administers and interprets the Plan? How do I contact them?

Administration of the Plan is conducted by the individual (who may our employee), bank, trust company or other entity (including our company) appointed from time to time by us to act as administrator of the Plan. AST is the current Plan Administrator. The Plan Administrator is responsible for administering the Plan, receiving all your cash investments, maintaining records of account activities, issuing statements of account and performing other duties required by the Plan. The number of shares credited to your account under the Plan will be shown on your statement of account.

You may contact AST by:

Internet

You can obtain information and perform certain transactions on your plan account on the AST website at www.AmStock.com.

Telephone

You can telephone AST toll-free within the United States and Canada by calling (866) 662-3945. An automated voice response system is available 24 hours a day, 7 days a week. Customer service representatives are available Monday through Thursday, between the hours of 8:00 A.M. and 7:00 P.M. Eastern time, and Friday, between the hours of 8:00 A.M. and 5:00 P.M. Eastern time (except holidays).

Mail

You may write to the Plan Administrator at the following address:

For inquiries, to:

Capital Trust Dividend Reinvestment and Stock Purchase Plan
c/o American Stock Transfer & Trust Company
Dividend Reinvestment Department
6201 15th Avenue
Brooklyn, New York 11219

Edgar Filing: CAPITAL TRUST INC - Form S-3

For transaction processing, to:

Capital Trust Dividend Reinvestment and Stock Purchase Plan
c/o American Stock Transfer & Trust Company
Dividend Reinvestment Department
P.O. Box 922
Wall Street Station
New York, NY 10269-0560

You should be sure to include your name, address, daytime phone number, social security or tax I.D. number and a reference to Capital Trust on all correspondence.

30. What reports will I receive?

Easy to read statements of your calendar year-to-date account activity will be sent to you promptly after the settlement of each transaction, which will simplify your record keeping. Each statement will show the amount invested, the purchase or sale price, the number of shares purchased or sold and the applicable service fees, as well as any activity associated with share deposits, transfers or withdrawals. These statements are a record of your Plan account activity and identify your cumulative share position.