

Acquisition of
WHITEROCK REAL ESTATE INVESTMENT TRUST
by
DUNDEE REAL ESTATE INVESTMENT TRUST

**VOTE FOR THE ACQUISITION OF
WHITEROCK BY DUNDEE**

by completing and returning the form
of proxy (printed on BLUE paper)

AND

CHOOSE TO RECEIVE EITHER

a) \$16.25 CASH PER WHITEROCK UNIT

or

b) 0.4729 DUNDEE UNITS PER WHITEROCK UNIT

If you have any questions regarding voting in respect of the Acquisition of Whiterock by Dundee or the available elections with respect to depositing your Whiterock Units under the Offer or in connection with the Acquisition, please contact Laurel Hill Advisory Group as set out on the back page of these materials.

January 26, 2012

VOTING INSTRUCTIONS

Non-Registered (Beneficial) Unitholders

If your Whiterock Units are held in a brokerage account or otherwise through an intermediary, you are a "beneficial unitholder" and a Voting Instruction Form was mailed to you with this package. Only vote your Voting Instruction Form as follows:

Canadian Unitholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-474-7493 (English)** or **1-800-474-7501 (French)** or fax your Voting Instruction Form to **905-507-7793** or toll free at **1-514-281-8911** in order to ensure that it is received prior to 10:00 a.m. (Eastern time) on **February 23, 2012. If your instructions provided by your intermediary differ, please follow the instructions provided.**

U.S. Unitholders:

Visit www.proxyvote.com and enter your 12 digit control number or call the number on your voting instruction form in order to ensure that it is received prior to 10:00 a.m. (Eastern time) on **February 23, 2012. If your instructions provided by your intermediary differ, please follow the instructions provided.**

Registered Unitholders (who have a physical certificate in their name)

If your Whiterock Units are held in your own name, you are a "registered unitholder" and must submit your **BLUE** form of proxy to CIBC Mellon Trust Company in the enclosed first-class postage paid envelope in sufficient time to ensure your votes are received prior to **10:00 a.m. (Eastern time) on February 23, 2012.**

TIME IS OF THE ESSENCE – SUBMIT YOUR BLUE PROXY AS SOON AS POSSIBLE TO:

CIBC MELLON TRUST COMPANY

By Fax

to 416-368-2502 or toll-free 1-866-781-3111

By Mail

CIBC Mellon Trust Company
P.O. Box 721,
Agincourt, Ontario M1S 0A1
Attn: Proxy Department

ELECTION INSTRUCTIONS

Non-Registered (Beneficial) Unitholders

If your Whiterock Units are held in a brokerage account or otherwise through an intermediary, you must **contact your broker/intermediary immediately** and advise them of your instructions for depositing your Whiterock Units on your behalf to Dundee's Offer prior to **12:01 a.m. (local time) on March 2, 2012. Your financial intermediary may set an earlier deadline to allow sufficient time to process your request prior to the March 2, 2012 deadline.**

Registered Canadian Unitholders (who have a physical certificate in their name)

If your Whiterock Units are held in your own name, please complete the Letter of Transmittal (**printed on YELLOW paper**) and choose either to:

- **accept the offer by Dundee of \$16.25 cash or 0.4729 Dundee Units for each Whiterock Unit on a taxable basis for Canadian income tax purposes**

OR

- **have your Whiterock Units redeemed by Whiterock for 0.4729 Dundee Units on a tax-deferred "rollover" basis for Canadian income tax purposes**

and deposit it along with your unit certificate in the enclosed envelope to the Depository – CIBC Mellon Trust Company – along with all other documents required by the instructions set out in the Letter of Transmittal prior to **12:01 a.m. (local time) on March 2, 2012.**

TIME IS OF THE ESSENCE – DEPOSIT YOUR WHITEROCK UNITS AS SOON AS POSSIBLE TO THE DEPOSITARY:

CIBC MELLON TRUST COMPANY

By Mail

CIBC Mellon Trust Company
P.O. Box 1036,
Adelaide Street Postal Station
Toronto, Ontario M5C 2K4
Attn: Corporate Restructures Department

By Registered Mail, Hand or Courier

CIBC Mellon Trust Company
320 Bay Street, Basement Level (B1 level)
Toronto, Ontario M5H 4A6
Attn: Corporate Restructures Department

QUESTIONS ON VOTING YOUR PROXY & DEPOSITING YOUR WHITEROCK UNITS PLEASE CALL:

LAUREL HILL ADVISORY GROUP

North American Toll Free: 1-877-452-7184
Outside North America Call Collect: 416-304-0211
Email: assistance@laurelhill.com



Dear Fellow Unitholder:

We are pleased to inform you that Whiterock Real Estate Investment Trust (“**Whiterock**”) has entered into a transaction agreement with Dundee Real Estate Investment Trust (“**Dundee**”) pursuant to which, subject to certain conditions, Dundee would acquire all of the outstanding units and assets of Whiterock (the “**Transaction**”).

We invite you to attend a meeting of Whiterock unitholders to be held at 10:00 a.m. on Monday, February 27, 2012 at The Ritz-Carlton, Toronto, 181 Wellington Street West, Toronto, Ontario to approve this Transaction. **The Whiterock Board unanimously recommends that you vote FOR the Acquisition Resolution.**

Pursuant to the Transaction, for each Whiterock Unit held by you, you may elect to receive:

- (i) \$16.25 in cash (the “**Cash Option**”), subject to a maximum aggregate cash amount of \$360 million (with the balance to be paid in Dundee Units); or
- (ii) 0.4729 Dundee Units (the “**Unit Option**”), either on a tax deferred “rollover” basis or a taxable basis (at your election), subject to a maximum number of Dundee Units and pro-ration (with the balance to be paid in cash).

The Transaction will be effected by means of an “Offer” and an “Acquisition”.

Although complicated, the Transaction has been structured in this manner in order to provide flexibility for each Whiterock Unitholder resident in Canada to elect either the Cash Option or the Unit Option and to achieve their desired tax objectives.

A Special Committee of the Whiterock Board of Trustees has received a fairness opinion from CIBC World Markets Inc. that the consideration offered to the Whiterock unitholders pursuant to the Transaction Agreement is fair, from a financial point of view, to Whiterock Unitholders. We expect that the Transaction will have a number of benefits for Whiterock Unitholders, including the following:

- **Compelling Valuation and Premium to Market Values:** The Offer and Acquisition provide compelling value for Whiterock Unitholders, taking into consideration both the existing assets and growth potential of Whiterock. The Offer and Acquisition implicitly values Whiterock’s real estate portfolio at an attractive capitalization rate. Furthermore, the cash price under the Offer of \$16.25 for each Whiterock Unit represents an approximate 20% premium over the 20-day volume-weighted average price of Whiterock Units on the TSX as of January 16, 2012, being the last trading day on the TSX prior to the announcement of the Transaction. The Exchange Number of 0.4729 Dundee Units for each Whiterock Unit values the Whiterock Units at \$16.58 based on the closing price of \$35.07 for a Dundee Unit on the TSX on January 16, 2012, representing an approximate 22% premium over the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012. The Offer and the Acquisition also provide Whiterock Unitholders with an opportunity to realize a compelling valuation immediately and without exposure to the risks associated with pursuing Whiterock’s business plan.
- **Creation of a Larger and More Diversified REIT:** The combined entity would be the fourth largest REIT by market capitalization in Canada and will continue to be the largest REIT that provides office space in Canada. The increased scale and diversification would provide greater financial stability in volatile economic conditions and is expected to result in further improvements in Dundee’s cost of capital. It is expected that, after the Acquisition, Dundee would have total assets of approximately \$5.9 billion (based on International Financial Reporting Standards and including Dundee’s proportionate share of jointly held assets) and a market capitalization of approximately \$2.7 billion (based on the

trading price of the Dundee Units on January 16, 2012 being the last trading day on the TSX prior to the announcement of the Transaction, and assuming \$360 million in cash is paid out under the Offer). Accordingly, it is expected that the Acquisition represents a meaningful opportunity for Whiterock Unitholders to realize additional value in the following ways: (i) Whiterock Unitholders would own units of an entity that, following the completion of the Acquisition, would potentially benefit from a lower cost of financing, resulting in, among other things, an enhanced ability to make accretive property acquisitions; and (ii) given its size, the combined entity also is expected to have a more significant presence in Canada's financial markets.

- **Opportunity to Participate in Future Growth:** The opportunity to receive Dundee Units provides Whiterock Unitholders with an opportunity to benefit from the future growth of the combined entity. Whiterock Unitholders electing to receive Dundee Units will also benefit from the opportunity to share in the benefit of any realized synergies as part of the transaction.
- **Dundee's Strong Performance Record:** Whiterock Unitholders who receive Dundee Units under the Offer or pursuant to the Acquisition will have the opportunity to participate in the future upside potential of the combined REIT. Dundee's management team has worked together for many years and has a long and successful track record for creating value. Its total ten-year cumulative return is over 425% and, since December 31, 2008, its unit price has risen from \$12.60 to \$35.07 at the time of announcing this Transaction, a 178% increase.

Under the Offer, Dundee will offer to purchase any and all of the Whiterock Units held by Canadian residents in consideration for either the Cash Option or the Unit Option, at the election of the tendering Whiterock Unitholders.

Under the Acquisition (which will take place immediately after Dundee purchases all of the Whiterock Units tendered to the Offer), Whiterock will sell all or substantially all of its assets to Dundee in consideration for cash, the assumption by Dundee of all of Whiterock's liabilities, and the issuance of Dundee Units to Whiterock. Each of the issued and outstanding Whiterock Units (except possibly for certain Whiterock Units purchased by Dundee under the Offer) will then be redeemed by Whiterock in consideration for 0.4729 Dundee Units on a tax deferred "rollover" basis.

Regardless of your tax objectives, you are strongly encouraged to vote FOR the Acquisition Resolution.

You may vote in the manner described in the attached materials.

The following documents, which are included with this letter, describe the Transaction as well as its background and implications in detail:

- Dundee Offer and Take-over Bid Circular
- Whiterock Trustees' Circular
- Notice of Special Meeting of Whiterock Unitholders and Management Information Circular
- Blue Proxy or Voting Instruction Form
- Yellow Letter of Transmittal (Registered Whiterock Unitholders only)
- Pink Notice of Guaranteed Delivery (Registered Whiterock Unitholders only)

Your immediate action is required to vote your units and make your desired election. We urge you to review and carefully consider all of the information enclosed in the documents with your financial, legal and other advisors. If you would like to speak to someone about the Transaction, you may contact your broker, dealer, financial institution or other intermediary. In addition, you may contact the Laurel Hill Advisory Group at the numbers listed on the back page of the enclosed materials.

We look forward to your approval of the Transaction.

Yours very truly,

(Signed) Mr. Oswald Pedde
Chairman of the Board of Trustees

WHY INVEST IN DUNDEE REIT?

Dundee REIT (TSX: D.UN) is currently the sixth largest real estate investment trust in Canada as measured by market capitalization. It owns and operates high-quality, affordable business premises with a primary focus on mid-sized urban and suburban office and industrial properties. Its diversified portfolio currently consists of 19 million square feet of properties located in key urban centres across Canada. Dundee's objective is to provide its unitholders with a stable and growing return on their investment. Using its established platform, Dundee's core strategy includes investing in the office and industrial sectors across the country, optimizing the long-term cash flow and value of its properties, diversifying its portfolio to mitigate risk and maintaining its conservative financial profile.

The Transaction provides compelling value for unitholders of Whiterock and an opportunity to participate in further upside in Dundee Units on a tax-deferred basis.

Surfacing value: Based on the closing price of the Dundee Units on the Toronto Stock Exchange on January 16, 2012, the exchange number of 0.4729 Dundee Units per Whiterock Unit indicates a value of \$16.58 per Whiterock Unit, representing an approximate 22% premium over the 20-day volume-weighted average price of the Whiterock Units on the Toronto Stock Exchange as of such date.

Attractive investment, experienced management, opportunity for growth: Dundee's management team has worked together for many years and has a long and successful track record for creating value. Dundee's total 10-year cumulative unitholder return is over 425% and its three year return is 246%. Over the three-year period ended December 31, 2011, Dundee has issued \$1.3 billion of equity at prices increasing from \$18.35 to \$32.75 per Dundee Unit and has completed approximately \$3.0 billion of accretive property acquisitions. During this time, its unit price has risen from \$12.60 to over \$35.00 as at January 16, 2012, the last trading day prior to the announcement of the Transaction – a 178% increase. The management team is highly disciplined and has demonstrated a strong focus on maintaining a conservative and flexible balance sheet.

Strategic fit: Whiterock's portfolio is an excellent strategic fit within Dundee's existing portfolio, with similar geographic diversification, property and tenant profiles. The combined portfolio will offer enhanced geographic diversification and greater flexibility in accommodating the varying needs of tenants, greater tenant retention as well as making properties even more appealing to new tenants.

Strong stable tenant base: Dundee's tenant roster includes a wide range of federal, provincial and municipal governments, large international corporations and small to medium sized established businesses across the country. The stability and quality of its cash flow is enhanced by the fact that government and government agencies constitute five of the top ten tenants and contribute nearly 20% to its total gross revenue. The top ten tenants of the combined portfolio will include six governments and government agencies.

Immediately realizable synergies: The integration of operating platforms will immediately generate operational and financial cost savings. Dundee has a well-established, experienced and scalable property management platform that can easily assume the management of properties currently owned by Whiterock but managed by third-parties. In addition, with a full complement of back-office systems and support, including property accounting, leasing, information and technology services and human resources, Whiterock unitholders will benefit from the cost efficiencies of bringing many of these services in-house.

Improved Credit Quality: Upon the completion of this Transaction, Dundee will be the fourth largest real estate investment trust in Canada as measured by market capitalization. The increased

scale and improved geographic diversification will provide greater financial stability in volatile economic conditions and is expected to result in further improvements in Dundee's cost of capital, affording it the ability to grow and conduct its business even more cost effectively.

Positioning for Future Growth: The combined entity will be ideally positioned to execute Dundee's continued expansion in its key markets and in most major markets across Canada.

Transaction is Accretive: The Acquisition is expected to be accretive to funds from operations and adjusted funds from operations on a per unit basis. The accretion to adjusted funds from operations per Dundee Unit is in turn expected to result in a decreased payout ratio for the combined entity.

QUESTIONS AND ANSWERS

The following are some of the questions that you, as a Whiterock Unitholder, may have and the answers to those questions. These questions and answers are not meant to be a substitute for the more detailed description and information contained in the Offer to Purchase and the Circulars, the Letter of Transmittal and the Notice of Guaranteed Delivery. Unitholders are urged to read the Offer to Purchase and the Circulars, the Letter of Transmittal and the Notice of Guaranteed Delivery in their entirety.

Capitalized terms used in these questions and answers, where not otherwise defined, are defined in the section of the Offer to Purchase and the Circulars entitled "Glossary". We have included cross-references in these questions and answers to other sections of the Offer to Purchase and the Circulars where you will find more complete discussions of the topics mentioned below.

1. What is the "Transaction"?

The "Transaction" refers to the Offer by Dundee to acquire all of the outstanding units of Whiterock and the Acquisition by Dundee of all or substantially all of the assets of Whiterock.

For further discussion, see Section 4 of the Dundee Circular, "Background to the Offer and the Acquisition" and Section 5 of the Dundee Circular, "Purpose of the Offer and the Acquisition".

2. How will the Transaction be effected?

The Transaction will be effected by means of the Offer and the Acquisition.

The **Offer** refers to the take-over bid being made by Dundee for any and all of the Whiterock Units held by Canadian residents. In consideration for Whiterock Units, Whiterock Unitholders may choose either:

- (a) the **Cash Option**: \$16.25 for each Whiterock Unit, subject to a maximum aggregate cash amount of \$360 million and pro-ration if elections exceed this amount; or
- (b) the **Unit Option**: 0.4729 Dundee Units for each Whiterock Unit, subject to a maximum number of Dundee Units and pro-ration if elections exceed this number (with the balance to be paid in cash).

If cash is pro-rated under the Offer, a Whiterock Unitholder will receive the balance of the consideration for its Whiterock Units in Dundee Units either pursuant to the Offer (if elected) or in connection with the Acquisition.

The **Acquisition** refers to: (A) the sale by Whiterock of all or substantially all of its assets to Whiterock Limited Partnership in consideration for units of Whiterock Limited Partnership; and (B) the sale by Whiterock of all of the Whiterock Assets to Dundee in consideration for cash, the assumption by Dundee of all of Whiterock's liabilities, and the issuance by Dundee of Dundee Units to Whiterock. Each of the issued and outstanding Whiterock Units (except possibly, for certain Whiterock Units to be held by Dundee upon completion of the Offer) will then be redeemed by Whiterock in consideration for 0.4729 Dundee Units for each Whiterock Unit.

In connection with the Acquisition, following the take-up of Whiterock Units under the Offer, Whiterock intends to consolidate all of the outstanding Whiterock Units on the basis of 0.4729 of a post-consolidation Whiterock Unit for each outstanding Whiterock Unit prior to the consolidation. This consolidation of Whiterock Units will not affect the consideration to be received by Whiterock Unitholders pursuant to the Offer or the Acquisition.

The Transaction has been structured in this manner in order to, among other things, provide flexibility for each Whiterock Unitholder resident in Canada to achieve the desired tax consequences between the alternatives of: (i) depositing such holder's Whiterock Units to the Offer for either cash and/or Dundee Units, with such sale of Whiterock Units for Dundee Units and/or cash being treated as a taxable disposition for Canadian income tax purposes; or (ii) retaining their Whiterock Units with the subsequent redemption of their Whiterock Units on the completion of the Acquisition being effected on a tax-deferred "rollover" basis for Canadian income tax purposes so as to defer the realization of any gain (or loss) until the holder disposes or is deemed to dispose of the Dundee Units received by him or her pursuant to the Acquisition. See Section 18 of the Dundee Circular, "Certain Canadian Federal Income Tax Considerations".

3. Will I receive my regular monthly distributions on my Whiterock Units?

Yes, Whiterock Unitholders will be entitled to receive regular monthly distributions by Whiterock in an amount not to exceed \$0.0935 per Whiterock Unit declared payable to Whiterock Unitholders of record as of a date prior to the Closing Date regardless of the date a Whiterock Unitholder deposits Whiterock Units under the Offer or on which such distribution is paid (either before or after the Closing Date).

4. What happens if more than \$360 million in cash is elected by Whiterock Unitholders?

If the aggregate amount of cash elected by Whiterock Unitholders under the Offer is more than \$360 million, such amount will be pro-rated among all Whiterock Unitholders who elected the Cash Option. Any Whiterock Units not taken-up for cash as a result of pro-ration will be automatically withdrawn from the Offer and will be redeemed by Whiterock for 0.4729 Dundee Units on a tax-deferred "rollover" basis for Canadian income tax purposes under the Acquisition, unless the Whiterock Unitholder elects in the Letter of Transmittal not to withdraw such Whiterock Units and have the remainder of his or her Whiterock Units taken-up by Dundee in consideration for 0.4729 Dundee Units for each Whiterock Unit on a taxable basis for Canadian income tax purposes under the Offer.

See Section 1 of the Offer to Purchase, "The Offer – Pro-ration".

5. How will Whiterock Unitholders who are Non-Residents of Canada be treated?

The Offer is not being made to Whiterock Unitholders who are non-residents of Canada. Upon the completion of the Acquisition, all Whiterock Unitholders who are non-residents of Canada will have their Whiterock Units redeemed by Whiterock and the Dundee Units to which they would otherwise be entitled will be issued to the Depositary, which shall, as their agent, as expeditiously as is commercially reasonable thereafter, sell all such Dundee Units through the facilities of the TSX, and upon receipt of a completed Letter of Transmittal and accompanying Whiterock Unit certificates, pay the net proceeds of such sales, after brokerage sales commissions, to such non-resident Whiterock Unitholders based on their respective entitlements to Dundee Units, less any applicable withholding taxes and without

interest. Accordingly, Whiterock Unitholders residing outside Canada are instructed to complete and return the enclosed Letter of Transmittal (which is printed on YELLOW paper) with Part B properly completed, and to complete and return the enclosed form of proxy (which is printed on BLUE paper) in connection with the Whiterock Unitholders Meeting.

4. What does the Whiterock Board of Trustees recommend that I do?

The Whiterock Board unanimously recommends that you vote **FOR** the **Acquisition Resolution**.

To the extent that you wish to sell your Whiterock Units for cash or Dundee Units on a taxable basis for Canadian income tax purposes you must **ACCEPT** the Offer and tender your Whiterock Units to the Offer by completing Part A in the Letter of Transmittal (printed on YELLOW paper).

If you wish to have your Whiterock Units redeemed by Whiterock under the Acquisition on a tax-deferred “rollover” basis for Canadian income tax purposes, you should surrender your Whiterock Units for redemption and complete Part B in the Letter of Transmittal (printed on YELLOW paper).

5. Did the Whiterock Board of Trustees receive a fairness opinion?

Yes. Prior to determining to recommend to the Whiterock Board of Trustees that it approve the Transaction, the special committee of the Whiterock Board of Trustees received an opinion from CIBC World Markets Inc. (the “**Whiterock Financial Advisor**”) that, subject to the assumptions, limitations and qualifications contained therein and as of the date thereof, the consideration offered to Whiterock Unitholders pursuant to the Transaction Agreement is fair, from a financial point of view, to Whiterock Unitholders. See Appendix “B” to the Whiterock Trustees’ Circular.

6. What do the Whiterock trustees and senior management intend to do?

Each of the trustees and executive officers of Whiterock has agreed to support the Acquisition and vote all of their Whiterock Units for the Acquisition Resolution. See Section 8 of the Whiterock Trustees’ Circular, “Intentions of the Whiterock Trustees and Officers of Whiterock”.

7. What are the benefits of the Transaction?

The Transaction provides Whiterock Unitholders with the alternatives of obtaining a premium cash purchase price for their Whiterock Units or remaining invested in Dundee, one of Canada’s leading real estate investment trusts with a long track record of generating stable cash flows for investors.

The all-cash purchase price under the Cash Option represents a premium of approximately 20% to the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012, being the last trading day prior to the announcement of the Transaction. The consideration under the Cash Option provides the Whiterock Unitholders with certainty of value and immediate liquidity, and removes the risks associated with the continued ownership of Whiterock Units.

Whiterock Unitholders electing the Unit Option or having their Whiterock Units redeemed have the opportunity to participate in the future upside of Dundee. The exchange number of 0.4729 Dundee Units per Whiterock Unit values Whiterock Units at \$16.58 based on the closing price of \$35.07 per Dundee Unit on the TSX on January 16, 2012, being the last trading day on the TSX prior to the

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*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your **BLUE** proxy **FOR** the Acquisition Resolution

announcement of the Transaction and represents an approximate 22% premium over the 20-day volume-weighted average price of the Whiterock Units on the TSX to January 16, 2012. In addition the acquisition of Whiterock is expected to enhance Dundee's profile by providing it with the benefits of enhanced size and geographic diversification. The integration of Whiterock's operating platform will immediately generate cost savings from, among other things, the internalization of third-party management. Additionally, Dundee expects to realize property management and operating synergies from the Acquisition. Whiterock has outstanding debt at a higher average interest rate than Dundee. Dundee expects further improvements in its adjusted funds from operations as mortgages on Whiterock properties are refinanced in the short and medium term. The Acquisition is expected to be accretive to Dundee's funds from operations and adjusted funds from operations on a per unit basis. The accretion to adjusted funds from operations per unit is in turn expected to result in a decreased adjusted funds from operations payout ratio for Dundee.

It is also expected that Whiterock Unitholders electing the Unit Option will enjoy substantially greater liquidity once the Transaction is complete. The increased market capitalization may broaden Dundee's ownership by institutional investors and Dundee may benefit from stronger access to capital.

For further discussion, see Section 6 of the Dundee Circular, "Reasons to Accept the Offer".

8. Will I be able to trade the Dundee Units I receive?

Yes. Dundee's Units are currently listed on the TSX under the symbol "D.UN". Any Dundee Units that you will receive in consideration for your Whiterock Units, whether under the Offer or the Acquisition, are expected to be freely tradable (subject to certain ordinary course restrictions) under Canadian securities Laws. For further discussion, see Section 14 of the Dundee Circular, "Regulatory Matters" and Section 15 of the Dundee Circular, "Certain Information Concerning the Dundee Units".

9. What monthly distributions are paid on the Dundee Units?

Dundee has declared and paid distributions of \$0.183 per Dundee Unit in each month since July 2003.

Dundee also has a distribution reinvestment and unit purchase plan (the "DRIP") pursuant to which Dundee Unitholders are entitled to reinvest all cash distributions in additional Dundee Units. The purchase price of Dundee Units under the DRIP is generally the weighted average closing price of the Dundee Units on the TSX for the five trading days immediately preceding the relevant distribution payment date. If you register in the DRIP you will also receive a "bonus" distribution of Dundee Units equal to 4% of the amount of your cash distribution reinvested pursuant to the Plan. In other words, for every \$1.00 of cash distributions reinvested by you under the Plan, \$1.04 worth of Units will be purchased. See Section 16 of the Dundee Circular, "Certain Information Concerning the Dundee Units – Distribution Policy".

10. When is the Whiterock Unitholders Meeting?

The meeting of Whiterock Unitholders will be held at 10:00 am (Eastern time) on February 27, 2012 at The Ritz-Carlton Toronto, 181 Wellington Street West, Toronto, Ontario.

11. What votes are required to be obtained to approve the Acquisition?

The Acquisition Resolution must be approved by more than two-thirds of the votes cast by all of the Whiterock Unitholders who are represented at the Whiterock Unitholders Meeting in person or by proxy.

12. How do I vote?

Whether or not you accept the Offer or intend to have your Whiterock Units redeemed under the Acquisition, registered Whiterock Unitholders are encouraged to complete and return the enclosed BLUE form of proxy so as to arrive by no later than 10:00 a.m. (Eastern time) on February 23, 2012 in order for their vote to count (see the detailed instructions in the form of proxy for how to complete and return).

Registered Whiterock Unitholders can also vote at the Whiterock Unitholders meeting in person.

Please note that a tender to the Offer is **not** a vote for the Acquisition. Registered Whiterock Unitholders must vote by completing and returning your BLUE Proxy.

Beneficial Whiterock Unitholders should also vote, and should contact their broker, dealer, financial institution or other intermediary for instructions on how to do so.

A Whiterock Unitholder executing the enclosed form of proxy may revoke it at any time before it has been exercised.

If you have any questions on voting your proxy, please contact Laurel Hill Advisory Group, the Information and Proxy Solicitation Agent as set out on the back page of the materials.

13. When will the Transaction be completed?

The Transaction is expected to be completed on or about March 2, 2012, subject to the satisfaction (or waiver) of the conditions to the Transaction, including the receipt of all necessary regulatory and third party approvals and consents on satisfactory terms and the approval of the Acquisition Resolution by Whiterock Unitholders at the Whiterock Unitholders Meeting.

14. What documents do I need to complete and return?

Beneficial Whiterock Unitholders

If you hold your Whiterock Units through a broker, dealer, financial institution or other intermediary, you are likely not the registered holder, and you should contact such intermediary for instructions on how to accept the Offer and how to vote in connection with the Acquisition Resolution.

Registered Whiterock Unitholders

Please refer to the question above titled "How do I vote?" with respect to voting at the Whiterock Unitholders Meeting.

To sell your Whiterock Units on a tax-deferred "rollover" basis, registered Whiterock Unitholders should complete Part B of the enclosed YELLOW Letter of Transmittal and return it (see the detailed instructions in the Letter of Transmittal for how to complete and return), together with your Whiterock Unit certificates and other required documents.

If you are a registered Whiterock Unitholder and wish to receive cash and/or Dundee Units in consideration for your Whiterock Units on a taxable basis for Canadian income tax purposes, you

should accept the Offer by completing Part A of the enclosed YELLOW Letter of Transmittal and returning it (see the detailed instructions in these documents for how to complete and return), together with your Whiterock Unit certificates and other required documents.

See Section 3 of the Offer to Purchase, “Manner of Acceptance – Procedure for Guaranteed Delivery”.

15. What if I do nothing? Or, what will happen if I do not correctly fill out the Letter of Transmittal?

If you do not properly complete and submit a Letter of Transmittal prior to the Expiry Time of the Offer or if you do nothing, you will not receive cash for your Whiterock Units. But, if the Acquisition Resolution is approved at the Whiterock Unitholders Meeting and the Transaction is completed, your Whiterock Units will be automatically redeemed in consideration for Dundee Units under the Acquisition. However, you will not receive Dundee Unit certificates in consideration for your Whiterock Unit certificates until you complete Part B of the enclosed YELLOW Letter of Transmittal and return it, together with the Whiterock Unit certificates and other required documents (if you are a registered Whiterock Unitholder) or complete the documentation specified by your broker, dealer, financial institution or other intermediary (if your Whiterock Units are registered in the name of your brokerage firm, bank or trust company). See Section 1 of the Offer to Purchase, “The Offer”.

16. Do I have to pay any fees or commissions?

If you are a registered Whiterock Unitholder, you will not have to pay brokerage fees, commissions or similar expenses in connection with the Transaction.

If you hold your Whiterock Units through a broker, dealer, financial institution or other intermediary, and your broker, dealer, financial institution or other intermediary submits your Whiterock Units on your behalf, it may charge you a fee for doing so. You should consult your broker, dealer, financial institution or other intermediary to determine whether any charges will apply.

17. Are there Canadian income tax consequences to me of the Transaction?

Yes. A disposition pursuant to the Offer of Whiterock Units held as capital property in consideration for Dundee Units and/or cash will give rise to a capital gain (or a loss) for Canadian income tax purposes, equal to the amount by which the proceeds of disposition of the Whiterock Units, net of any costs of disposition, exceed (or are less than) the adjusted cost base of the Whiterock Units to the Whiterock Unitholder immediately prior to the disposition.

The Acquisition is considered a “qualifying exchange” as defined in section 132.2 of the Tax Act. Accordingly, for Canadian income tax purposes, where a Whiterock Unitholder’s Whiterock Units are redeemed in consideration for Dundee Units, the proceeds of disposition, and the cost to the Whiterock Unitholder of the Dundee Units received in consideration therefor, will be deemed to be equal to the adjusted cost base to the Whiterock Unitholder of the Whiterock Units immediately prior to their disposition, thereby resulting in a tax-deferred “rollover” for Canadian income tax purposes.

Subsequent to the sale or redemption of Whiterock Units for Dundee Units pursuant to the Offer or the Acquisition, a former Whiterock Unitholder will be subject to taxation as a Dundee Unitholder.

For further discussion, see Section 18 of the Dundee Circular, "Certain Canadian Federal Income Tax Considerations".

18. Are there risks that I should consider in deciding whether to accept the Offer and vote for the Acquisition?

Yes. Whiterock Unitholders should carefully consider all of the information set forth in Section 16 of the Dundee Circular, "Risk Factors".

19. Where can I get more information about Dundee?

As required by applicable securities legislation and regulatory requirements, Dundee periodically files information with various securities regulatory authorities in Canada. This information can be viewed at or copied from the System for Electronic Document Analysis and Retrieval (SEDAR) website at www.sedar.com. In addition, you may visit Dundee's web site at www.dundeereit.com.

20. Who should I contact with questions about the Transaction?

If you would like to speak to someone about the Transaction, you may contact your broker, dealer, financial institution or other intermediary. If you have questions concerning the completion and/or delivery of the BLUE form of proxy or the YELLOW Letter of Transmittal, you may contact CIBC Mellon Trust Company at P.O. Box 721, Agincourt, Ontario, M1S 0A1, Attn: Proxy Department, Fax: 416-368-2502, (1-800-387-0825 or 416-643-5500).

In addition, you may also contact Laurel Hill Advisory Group at, Telephone Toll Free: 1-877-452-7184, Outside North America Call Collect: 416-304-0211, Email: assistance@laurelhill.com.

See Section 1 of the Offer to Purchase, "The Offer – Pro-ration".

DEFINED TERMS

Unless otherwise defined or unless the context otherwise requires, capitalized terms used in the accompanying Offer to Purchase, Dundee Circular, Whiterock Trustees' Circular, Notice of Meeting and Whiterock Information Circular (collectively, the "**Offer to Purchase and the Circulars**") have the meanings specified in the accompanying Glossary.

NOTICE TO WHITEROCK UNITHOLDERS WHO RESIDE IN THE UNITED STATES OR ELSEWHERE OUTSIDE OF CANADA

The Offer is not being made to Whiterock Unitholders who are non-residents of Canada. Upon the completion of the Acquisition, all Whiterock Unitholders who are non-residents of Canada will have their Whiterock Units redeemed by Whiterock and the Dundee Units to which they would otherwise be entitled will be issued to the Depository, which shall, as their agent, as expeditiously as is commercially reasonable thereafter, sell all such Dundee Units through the facilities of the TSX, and upon receipt of a completed Letter of Transmittal and accompanying Whiterock Unit Certificates pay the net proceeds of such sales, after brokerage sales commissions, to such non-resident Whiterock Unitholders based on their respective entitlements to Dundee Units, less any applicable withholding taxes and without interest. Accordingly, Whiterock Unitholders residing outside of Canada are instructed to complete and return the enclosed Letter of Transmittal (which is printed on YELLOW paper) with Part B properly completed and to complete and return the enclosed form of proxy (which is printed on BLUE paper) in connection with the Whiterock Unitholders Meeting.

The solicitation of proxies in connection with the Acquisition is not subject to the requirements of Section 14(a) of the United States Securities Exchange Act of 1934, as amended (the "U.S. Exchange Act"). Accordingly, such solicitation is made in the United States with respect to securities of a Canadian foreign private issuer in accordance with Canadian securities laws and the Offer to Purchase and the Circulars have been prepared in accordance with disclosure requirements applicable in Canada. Whiterock Unitholders in the United States should be aware that such requirements are different from those of the United States applicable to proxy statements under the U.S. Exchange Act.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that Dundee is created under the laws of the Province of Ontario and Whiterock is created under the laws of the Province of Manitoba, that some or all of their officers and trustees may be residents of Canada, that some or all of the experts named in the Offer to Purchase and the Circulars are residents of Canada, and that all or a substantial portion of the assets of Dundee and Whiterock and said persons are located outside the United States and other foreign jurisdictions. Furthermore, Whiterock Unitholders that are subject to U.S. federal income tax should consult their tax advisors regarding the possibility that Whiterock (or any of its Subsidiaries) is, or may as a result of the Acquisition, become a "passive" foreign investment company for U.S. federal income tax purposes which would generally have significant adverse U.S. federal income tax consequences for such holder.

Whiterock Unitholders who are non-residents of Canada should be aware that the redemption of their Whiterock Units for Dundee Units and the sale by the Depository of such

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Dundee Units for cash proceeds to be remitted to such Whiterock Unitholders may have tax consequences in the United States, other foreign jurisdictions and/or in Canada. Such tax consequences are not addressed in the Offer and the Circulars. Whiterock Unitholders who are not resident in Canada should consult their own tax advisor concerning the tax effects of the Acquisition. Further, Whiterock Unitholders subject to U.S. federal income tax should consult their own tax advisors regarding the possibility that Whiterock is or may as a result of the Acquisition become a “passive foreign investment company” for U.S. federal income tax purposes which would generally have significant adverse U.S. tax consequences for such holders.

U.S. IRS Circular 230: To ensure compliance with IRS Circular 230, you are hereby notified that: (i) any discussion of U.S. federal tax issues in this Offer to Purchase and Circular (including any attachments) is not intended or written to be relied upon, and cannot be relied upon by you, for the purpose of avoiding penalties that may be imposed on you under the Internal Revenue Code of 1986, as amended; (ii) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein; and (iii) you should seek advice based on your particular circumstances from an independent tax advisor.

See Section 1 of the Offer to Purchase, “The Offer – Non-Residents of Canada are Excluded from the Offer”.

REPORTING CURRENCY

In the accompanying Offer to Purchase and the Circulars, unless otherwise specified, all references to “dollars” or “\$” are to Canadian dollars.

INFORMATION CONTAINED IN THE OFFER TO PURCHASE AND THE CIRCULARS

The information concerning Whiterock contained in the Offer to Purchase and in the Dundee Circular is based upon publicly available information, except where otherwise noted. Although Dundee has no knowledge that would indicate that any statements contained herein taken from or based on such documents or records are untrue or incomplete, Dundee assumes no responsibility for the accuracy or completeness of the information contained in such documents or records. The information concerning Dundee contained in the Whiterock Trustees’ Circular and in the Whiterock Information Circular is based upon publicly available information, except where otherwise noted. Although Whiterock has no knowledge that would indicate that any statements contained herein taken from or based on such documents or records are untrue or incomplete, Whiterock assumes no responsibility for the accuracy or completeness of the information contained in such documents or records. No person has been authorized to give information or to make any representations in connection with the transactions other than those contained in the accompanying Offer to Purchase and the Circulars and, if given or made, any such information or representations should be considered not to have been authorized by Dundee or Whiterock, as applicable.

The Offer to Purchase and the Circulars do not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

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Whiterock Unitholders should not construe the contents of the Offer to Purchase and the Circulars as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection therewith.

While the Offer to Purchase and the Dundee Circular are packaged together with the Notice of Meeting, Whiterock Information Circular and Whiterock Trustees' Circular and the section entitled "Questions and Answers" for your convenience (a) Dundee and the Dundee Trustees are not responsible for the contents of the Notice of Meeting, Whiterock Information Circular or Whiterock Trustees' Circular and assume no liability therefor; and (b) Whiterock and the Whiterock Trustees are not responsible for the contents of the Offer to Purchase, the Dundee Circular or the section entitled "Why Invest in Dundee REIT?", and assume no liability therefor. Dundee shall be free to amend and/or withdraw the Offer from time to time, subject only to the terms of the Transaction Agreement and applicable Laws. In addition, Whiterock shall be free to amend and/or withdraw the Notice of Meeting and Whiterock Information Circular and the Whiterock Trustees' Circular from time to time, subject only to the terms of the Transaction Agreement and applicable Laws.

The Notice of Meeting, Whiterock Information Circular, and Whiterock Trustees' Circular, are expressly not incorporated by reference into the Offer to Purchase and the Dundee Circular, except as expressly set forth therein. In addition, the Offer to Purchase and the Dundee Circular are expressly not incorporated by reference into the Notice of Meeting, Whiterock Information Circular and the Whiterock Trustees' Circular, except as expressly set forth therein.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in the Offer to Purchase and the Circulars from documents filed with securities commissions or similar authorities in Canada. Copies of Dundee documents incorporated herein by reference may be obtained on request without charge from the Secretary of Dundee at 30 Adelaide Street East, Suite 1600, Toronto, Ontario M5C 3H1, telephone (416) 365-3535. Copies of Whiterock documents incorporated herein by reference may be obtained without charge from the Chief Financial Officer of Whiterock, 401 The West Mall, Suite 1000, Toronto, Ontario M9C 5J5 (telephone (416) 351-7878). Copies of these documents are also available electronically at www.sedar.com.

FORWARD-LOOKING STATEMENTS

All statements, other than statements of historical fact, are forward-looking statements. The words "believe", "expect", "will", "anticipate", "contemplate", "target", "plan", "continue", "budget", "may", "intend", "estimate" and similar expressions identify forward-looking statements. Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable by management, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Dundee cautions the reader that such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual financial results, performance or achievements of Dundee or Whiterock to be materially different from estimated future results, performance or achievements expressed or implied by those forward-looking statements and the forward-looking statements are not guarantees of future performance. These risks, uncertainties and other factors include, but are not limited to risks associated with the ownership of

immoveable property, obtaining approvals, realizing synergies, access to capital, current global financial conditions, competition in the real estate sector, property acquisitions and developments, dependence on key personnel, potential conflicts of interest, general uninsured losses, governmental regulation, limits on activities and debt financing. While Dundee and Whiterock believe that the expectations reflected in the forward-looking statements contained herein, and in their respective documents incorporated by reference herein, are reasonable, no assurance can be given that these expectations will prove to be correct, and such forward-looking statements included in, or incorporated by reference in such documents should not be unduly relied upon. These statements speak only as of the date hereof or as of the date specified in the documents incorporated by reference herein, as the case may be. Certain of these factors are discussed in greater detail in the accompanying Offer to Purchase and the Circulars and in the documents incorporated by reference and filed with the Canadian provincial securities regulatory authorities and available on SEDAR.

Each of Dundee and Whiterock disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, further events or otherwise, except as required by applicable law.

RISK FACTORS

An investment in the Dundee Units is subject to a number of risks that should be considered by an investor. See Section 16 of the Dundee Circular, "Risk Factors".

DISCLAIMER

The statements made in the Offer to Purchase and in the Dundee Circular are the responsibility of the Dundee Trustees in their capacity as trustees and not in their personal capacity and in no event shall such trustees be personally liable for any statements contained therein nor shall resort be had to, or redress, recourse or satisfaction result from, the private and/or personal property of such trustees. The statements made in the Notice of Meeting and Whiterock Information Circular and in the Whiterock Trustees' Circular are the responsibility of the Whiterock Trustees in their capacity as trustees and not in their personal capacity and in no event shall such trustees be personally liable for any statements contained therein nor shall resort be had to, or redress, recourse or satisfaction result from, the private and/or personal property of such trustees.

QUESTIONS AND REQUESTS FOR ASSISTANCE

Questions and requests for assistance may be directed to the Depositary and additional copies of this document, the Letter of Transmittal and the proxy may be obtained without charge on request from the Depositary at its office shown on the last page of the Letter of Transmittal. The Depositary is CIBC Mellon Trust Company, P.O. Box 721, Agincourt, Ontario, M1S 0A1, Attn: Proxy Department, Fax: (416) 368-2502, (1-800-387-0825 or 416-643-5500).

In addition, you may also contact Laurel Hill Advisory Group at, Telephone Toll Free: 1-877-452-7184, Outside North America Call Collect: 416-304-0211, Email: assistance@laurelhill.com.

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If you have questions or need assistance in depositing or voting your units, please call Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)

Vote your **BLUE** proxy **FOR** the Acquisition Resolution

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GLOSSARY

In the Offer to Purchase and the Circulars, unless the subject matter or context is inconsistent herewith, the following terms shall have the following meanings:

“**Acquisition**” means the acquisition as set out in Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Acquisition”;

“**Acquisition Proposal**” means, in each case whether in a single transaction or a series of related transactions, but excluding any transaction involving only Whiterock and/or one or more of its wholly-owned Subsidiaries:

- (a) any take-over bid, tender offer or exchange offer that, if consummated, would result in a person or group of persons beneficially owning 20% or more of any class of voting or equity securities of Whiterock;
- (b) any amalgamation, plan of arrangement, share exchange, business combination, merger, consolidation, recapitalization, reorganization, or other similar transaction involving Whiterock or one or more Whiterock Subsidiaries which represent, individually or in the aggregate, 20% or more of the consolidated assets, revenues or earnings of Whiterock or any liquidation, dissolution or winding-up of Whiterock or one or more Whiterock Subsidiaries which represent, individually or in the aggregate, 20% or more of the consolidated assets, revenues or earnings of Whiterock;
- (c) any direct or indirect sale of assets (or any lease, licence or other arrangement having the same economic effect as a sale) of Whiterock or one or more Whiterock Subsidiaries which represent, individually or in the aggregate, 20% or more of the consolidated assets, revenues or earnings of Whiterock;
- (d) any direct or indirect sale, issuance or acquisition of Whiterock Units or any other voting or equity interests (or securities representing, convertible into or exercisable for, such Whiterock Units or interests) in Whiterock representing 20% or more of the issued and outstanding equity or voting interests (or rights or interests therein or thereto) of Whiterock or any direct or indirect sale, issuance or acquisition of voting or equity interests (or securities representing, convertible into or exercisable for such interests) in one or more Whiterock Subsidiaries which represent, individually or in the aggregate, 20% or more of the consolidated assets, revenues or earnings of Whiterock; or
- (e) any proposal or offer (written or oral) to do, or public announcement of an intention to do, any of the foregoing from any person or group of persons other than Dundee or a Dundee Subsidiary;

excluding the Contemplated Transactions;

“**Acquisition Resolution**” means the special resolution of the Whiterock Unitholders in respect of the Acquisition and related matters attached as Appendix A to the Whiterock Information Circular;

“**affiliate**” means an “affiliate” as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*;

“**Applicable Securities Laws**” means the Securities Act and all other applicable securities Laws;

“**Book-Entry Confirmation**” means confirmation of a book-entry transfer of a Whiterock Unitholder’s Whiterock Units into the Depository’s account at CDS;

“**Buildings**” means, collectively, the buildings, fixtures, equipment and other improvements situate on the Lands, excluding any and all buildings, fixtures, equipment and Tangible Personal Property of Tenants;

“**business day**” means any day (other than a Saturday or Sunday) on which commercial banks located in Toronto, Canada are open for the conduct of business;

“**Cash Option**” means the option of the Whiterock Unitholder pursuant to the Offer to exchange each Whiterock Unit for \$16.25 in cash, to a maximum of \$360 million in aggregate, and subject to pro-ratio on the terms described in the Offer to Purchase;

“**CDS**” means CDS & CO., the nominee of CDS Clearing and Depository Services Inc., or such nominee of CDS Clearing and Depository Services Inc.;

“**CDSX**” means the CDS on-line tendering system pursuant to which book-entry transfers may be effected;

“**Change in Recommendation**” has the meaning set out in section 8.1(g) of the Transaction Agreement;

“**Circulars**” means, collectively, the Dundee Circular, Whiterock Information Circular and the Whiterock Trustees’ Circular;

“**Closing**” means the completion of the Transaction and any other transactions contemplated by the Transaction Agreement;

“**Closing Date**” means the later of March 2, 2012 and the business day after all of the conditions specified in sections 7.1, 7.2 and 7.3 of the Transaction Agreement have been satisfied or waived, or such other date as may be agreed in writing by the parties to the Transaction Agreement;

“**Closing Time**” means 8:00 a.m. on the Closing Date, or such other time on the Closing Date as may be agreed in writing by the parties;

“**Commissioner**” means the Commissioner of Competition appointed under the Competition Act or her designee;

“**Competition Act**” means the *Competition Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time;

“**Contemplated Transactions**” means the Offer, the take-up of Whiterock Units by Dundee pursuant to the Offer, the Acquisition and any other transactions contemplated by the Transaction Agreement;

“**CRA**” means the Canada Revenue Agency;

“**Credit Facilities**” has the meaning set out in Section 8 of the Dundee Circular, “Source of Funds”;

“**Depository**” means CIBC Mellon Trust Company;

“**Deposited Whiterock Units**” has the meaning set out in Section 3 of the Offer, “Manner of Acceptance – Distributions”;

“**Distributable Income**” means, in respect of Dundee, the amount of cash available to be distributed by Dundee calculated in the manner set forth under the heading “Description of Dundee Properties LP – Distributions” in the Dundee AIF;

“**Distributions**” has the meaning set out in Section 3 of the Offer, “Manner of Acceptance – Distributions”;

“**Dundee**” means Dundee Real Estate Investment Trust;

“**Dundee AIF**” means the renewal annual information of Dundee dated March 31, 2011;

“**Dundee Circular**” means the take-over bid circular of Dundee dated January 26, 2012 accompanying the Offer to Purchase;

“**Dundee Declaration of Trust**” means the amended and restated declaration of trust dated March 31, 2011;

“**Dundee Deferred Units**” units has the meaning set out in Section 16 of the Dundee Circular, “Certain Information Concerning the Dundee Units – Distribution of Dundee Units”;

“**Dundee DRIP**” means Dundee’s distribution reinvestment and unit purchase plan pursuant to which holders of Dundee Units are entitled to elect to have cash distributions in respect of such units automatically reinvested in additional Dundee Units and to make optional cash purchases of additional Dundee Units;

“**Dundee Payment Units**” has the meaning set out in Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – Order of Transactions; Special Distribution”;

“**Dundee Properties LP**” means Dundee Properties Limited Partnership, a limited partnership formed under the laws of the Province of Ontario;

“**Dundee Trustees**” means the board of trustees of Dundee;

“**Dundee Unitholders**” means the holders of Dundee Units;

“**Dundee Units**” means the Series A units of Dundee, and “**Dundee Unit**” means one of them;

“**Effective Time**” has the meaning set out in Section 3 of the Offer to Purchase, “Manner of Acceptance – Power of Attorney”;

“**Eligible Institution**” means a Canadian Schedule I chartered bank or an eligible guarantor institution with membership in an approved Medallion signature guarantee program, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority, Inc. or banks and trust companies in Canada or the United States;

“**Exchange Number**” means 0.4729;

“**Expense Reimbursement**” means an expense reimbursement payment equal to the actual amount of out-of-pocket expenses not to exceed \$3 million;

“**Expiry Date**” means March 2, 2012 or such other date as is set out in a notice of variation of the Offer issued at any time and from time to time extending the period during which Whiterock Units may be deposited under the Offer, provided that, if such date is not a business day, the Expiry Date means the next business day;

“**Expiry Time**” means 12:01 a.m. (local time) on the Expiry Date (as it may be extended by Dundee from time to time), as set out in Section 2 of the Offer to Purchase, “Time for Acceptance”;

“**Fairness Opinion**” means the fairness opinion of the Whiterock Financial Adviser as attached to the Whiterock Trustees’ Circular as Appendix B;

“**GAAP**” means generally accepted accounting principles as set out in the Handbook of the Canadian Institute of Chartered Accountants, as amended from time-to-time, consistently applied, or International Financial Reporting Standards, as applicable, consistently applied;

“**Glossary**” means this glossary of defined terms;

“**Information and Proxy Solicitation Agent**” means Laurel Hill Advisory Group;

“**Lands**” means the lands and premises listed in schedule 1.1 to the Whiterock Disclosure Letter;

“**Laws**” means any applicable laws, including national, provincial, state, municipal and local laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, notices, by-laws, rules, regulations, ordinances, or other requirements, policies or instruments of any Regulatory Authority having the force of law;

“**Letter of Transmittal**” means the letter of transmittal in the form accompanying the Offer (printed on YELLOW paper);

“**Material Adverse Effect**” means, when used in connection with a person, any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that has, or would reasonably be expected to have, a material adverse effect on the financial condition, businesses, operations or results of operations of that person and its Subsidiaries taken as a whole, other than any change, effect, event, occurrence or state of facts:

- (a) resulting from the announcement of the Transaction Agreement or the Contemplated Transactions;
- (b) relating to general economic conditions or securities, financing, banking or capital markets generally or in Canada or the United States;
- (c) relating to any changes in currency exchange rates, interest rates or inflation;
- (d) affecting the Canadian real estate industry in general;
- (e) relating to a change in the market trading price or trading volume of securities of that person;
- (f) relating to any change in applicable generally accepted accounting principles, including GAAP;
- (g) relating to any adoption, proposal, implementation or change in Laws or any interpretation thereof by any Regulatory Authority;
- (h) relating to any change in global, national or regional political conditions (including the commencement, occurrence or continuation of any strike, riot, lockout, outbreak of illness, war, armed hostilities, act of terrorism or facility takeover for emergency purposes) or any natural disaster;
- (i) relating to failure in and of itself to meet any internal or public projections, forecasts, or estimates of revenue or earnings; or

- (j) resulting from compliance with the terms of the Transaction Agreement, including any change in the relationship of such person and its Subsidiaries with its employees, Tenants, lenders, suppliers or contractual counter parties or resulting from actions or inactions to which the other party has expressly consented, in writing;

provided that the causes underlying such effect referred to in clause (e) and (h) may be taken into account when determining whether a Material Adverse Effect has occurred and provided further, however, that such effect referred to in clause (b), (c), (d), (f), (g), or (h) above does not primarily relate to (or have the effect of primarily relating to) that person and its Subsidiaries, taken as a whole, or materially disproportionately adversely affect that person and its Subsidiaries, taken as a whole, compared to other entities of similar size operating in the industry in which that person and its Subsidiaries operate;

“**material fact**” and “**material change**” have the respective meanings ascribed thereto in the Securities Act.

“**Meeting Materials**” means the Notice of Meeting, the Whiterock Information Circular and the form of proxy;

“**Minister**” means the Minister of Finance (Canada);

“**misrepresentation**” has the meaning ascribed thereto in the Securities Act;

“**No-Action Letter**” means a letter from the Commissioner advising Dundee (directly or through Dundee’s counsel) in writing that she does not intend to make an application under section 92 of the Competition Act for an order in respect of the transactions contemplated by the Transaction Agreement;

“**Non-Registered Whiterock Unitholder**” means Whiterock Unitholders that own Whiterock Units that are not registered in their names but are instead registered in the name of the broker, dealer, financial institution or other intermediary through which they purchased the Whiterock Units;

“**Notice of Guaranteed Delivery**” means the notice of guaranteed delivery in the form accompanying the Offer to Purchase (printed on PINK paper);

“**Notice of Meeting**” means the notice of meeting accompanying the Whiterock Information Circular;

“**Notifiable Transaction**” has the meaning set out in Section 14 of the Dundee Circular, “Regulatory Matters – *Competition Act (Canada)*”;

“**Offer**” means Dundee’s offer to purchase the Whiterock Units, the terms and conditions of which are set out in the Offer to Purchase, the Dundee Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery;

“**Offer to Purchase and the Circulars**” means collectively, the Offer to Purchase, Dundee Circular, Whiterock Trustees’ Circular and Notice of Meeting and Whiterock Information Circular;

“**Offer to Purchase**” means the offer to purchase Whiterock Units by Dundee dated January 26, 2012;

“**OSC**” means the Ontario Securities Commission;

“**Outside Date**” means April 30, 2012;

“**person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate (with or without share capital), joint venture, unincorporated organization, other form of business organization, syndicate, firm, sole proprietor, trust, trustee, executor, administrator or other legal representative;

“**Plans**” means trusts governed by RRSPs, RRIFs and deferred profit sharing plans, registered education savings plans, registered disability savings plans and TFSA's under the Tax Act;

“**Purchased Securities**” has the meaning given to it in Section 3 of the Offer to Purchase, “Manner of Acceptance – Power of Attorney”;

“**Regulatory Authorities**” means:

- (a) any sovereign nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission (including any securities commission), instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing;
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court;
- (c) any stock exchange; or
- (d) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing entities established to perform a duty or function on its behalf;

and “**Regulatory Authority**” means any one of them;

“**REIT**” means a real estate investment trust;

“**REIT Exception**” means the exception under the SIFT Legislation applicable to certain real estate investment trusts that satisfy certain specified conditions relating to the nature of their income and investments;

“**Regulations**” has the meaning set out in Section 17 of the Dundee Circular, “Certain Canadian Federal Income Tax Considerations”;

“**Remaining Dundee Payment Units**” has the meaning set out in Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – Order of Transactions; Special Distribution”;

“**Representative**” means, in respect of a person, its Subsidiaries and each of such persons’ and its Subsidiaries’ trustees, directors, officers, employees, agents and other representatives (including any financial, legal or other advisors);

“**Required Regulatory Approvals**” means Competition Act approval and any orders, decisions or approvals of the securities regulatory authorities in Canada or the TSX required under Applicable Securities Laws to complete the Contemplated Transactions;

“**ROI**” means Return On Innovation Capital Ltd., a corporation incorporated under the laws of Ontario;

“**ROI Co-Owners Agreements**” means the co-owners agreements, co-lenders agreements, promissory notes, nominee and shareholders agreements and all other agreements entered into between any of Whiterock, the Whiterock Subsidiaries and ROI and any of its Subsidiaries and funds;

“**RRIF**” means a registered retirement income fund;

“**RRSP**” means a registered retirement savings plan;

“**Secured Loan**” has the meaning set out in Section 8 of the Dundee Circular, “Source of Funds”;

“**Secured Property**” has the meaning set out in Section 8 of the Dundee Circular, “Source of Funds”;

“**Securities Act**” means the *Securities Act* (Ontario) and the rules and regulations made thereunder, as now in effect and as they may be amended from time to time prior to the Expiry Time;

“**SIFT**” means a specified investment flow-through trust or partnership for purposes of the Tax Act;

“**SIFT Legislation**” means the provisions of the Tax Act that apply to a SIFT, taking into account all Tax Proposals;

“**Subsidiary**” means a “subsidiary” as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*;

“**Subsidiary Securities**” means securities of a Subsidiary of Dundee;

“**Superior Proposal**” means a bona fide unsolicited Acquisition Proposal:

- (a) to purchase or otherwise acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination or similar transaction, (A) all of the Whiterock Units (not beneficially owned by the party making such Acquisition Proposal) and pursuant to which all Whiterock Unitholders are offered the same consideration in form and amount per Whiterock Unit to be purchased or otherwise acquired; or (B) all or substantially all of the assets of Whiterock and the Whiterock Subsidiaries, taken as a whole;
- (b) that did not result from a breach of section 8.1 of the Transaction Agreement;
- (c) that is made in writing after the date hereof, including an amendment, change or modification to any Acquisition Proposal made prior to the date hereof;
- (d) that complies with all Applicable Securities Laws in all material respects;
- (e) in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Whiterock Trustees, acting in good faith (after consultation with its financial advisors and outside legal counsel), will be obtained;
- (f) that is not subject to any due diligence or access condition;
- (g) that the Whiterock Trustees have determined in good faith (after consultation with its financial advisors and outside legal counsel) is reasonably capable of completion without undue delay taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal; and

- (h) in respect of which the Whiterock Trustees have determined, in good faith (after consultation with its outside legal counsel and financial advisors), that
 - (i) failure to recommend such Acquisition Proposal to the holders of Whiterock Units would be inconsistent with its fiduciary duties; and
 - (ii) having regard to all of its terms and conditions would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable from a financial point of view to the Whiterock Unitholders than the Offer (taking into consideration any adjustment to the terms and conditions of the Offer proposed by Dundee pursuant to section 8.1(h) of the Transaction Agreement);

“**Supplementary Information Request**” has the meaning set out in Section 14 of the Dundee Circular, “Regulatory Matters – *Competition Act (Canada)*”;

“**Supporting Whiterock Unitholders**” means the trustees and executive officers of Whiterock, namely Jason Underwood, Oswald Pedde, Emerson Hughes, Gregory Guido, Nick Kanji, Kursat Kacira and Frank Bucys, who have entered into Voting Trust Agreements;

“**Take-Up Date**” has the meaning set out in Section 3 of the Offer to Purchase, “Manner of Acceptance – Distributions”;

“**Tangible Personal Property**” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, spare parts, vehicles and other items of tangible personal property of every kind owned or leased by Whiterock or a Whiterock Subsidiary or used in the Lands or Buildings or in their respective businesses (wherever located and whether or not carried on the books of Whiterock or a Whiterock Subsidiary), together with (i) all replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Time and (ii) any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;

“**Tax Proposals**” has the meaning set out in Section 17 of the Dundee Circular, “Certain Canadian Federal Income Tax Considerations”;

“**Tax Act**” means the *Income Tax Act* (Canada) and regulations made thereunder, as now in effect and as they may be amended from time-to-time prior to the Closing Time;

“**Tenants**” means all persons having a right to occupy any rentable area of a Building pursuant to an Existing Lease; and “**Tenant**” means any one of the Tenants;

“**Termination Payment**” means a sum equal to \$20,000,000;

“**TFSA**” means a tax-free savings account;

“**Third Party Consents**” means those consents or approvals required by Whiterock from, or notices required to be provided by Whiterock to, any third party in respect of the completion of the Contemplated Transactions that are set out in schedule 1.1 to the Whiterock Disclosure Letter;

“**Transaction**” means the Offer and the Acquisition, collectively, contemplated by the Transaction Agreement;

“**Transaction Agreement**” means the transaction agreement between Whiterock and Dundee dated January 16, 2012, including all schedules annexed thereto, together with the Whiterock Disclosure Letter, concerning, among other things, the Transaction, as it may be amended from time to time;

“**Tribunal**” has the meaning set out in Section 14 of the Dundee Circular, “Regulatory Matters – *Competition Act (Canada)*”;

“**TSX**” means the Toronto Stock Exchange;

“**Unit Option**” means the option of the Whiterock Unitholder pursuant to the Offer to deposit each Whiterock Unit under the Offer for the Exchange Number of Dundee Units, to a maximum number of Dundee Units in aggregate and subject to pro-ration on the terms described in the Offer;

“**United States**” means the United States of America, its territories and possessions and the states of the United States;

“**Unsecured Loan**” has the meaning set out in Section 8 of the Dundee Circular, “Source of Funds”;

“**Voting Agreements**” means the voting agreements between Dundee and the Supporting Whiterock Unitholders setting forth the terms and conditions upon which the Supporting Whiterock Unitholders have agreed, among other things, to vote their Whiterock Units in favour of the Acquisition Resolution;

“**Whiterock**” means Whiterock Real Estate Investment Trust;

“**Whiterock AIF**” means the annual information form of Whiterock dated March 21, 2011;

“**Whiterock Assets**” means all of the outstanding limited partnership units of Whiterock Limited Partnership and all of the units of the general partner of Whiterock Limited Partnership;

“**Whiterock Contract**” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which Whiterock or any Whiterock Subsidiary is a party or by which Whiterock or any Whiterock Subsidiary is bound or affected or to which any of their respective properties or assets is subject;

“**Whiterock Convertible Debenture Indenture**” means the serial trust indenture dated as of December 20, 2005 between Whiterock and the Whiterock Convertible Debenture Trustee, as supplemented by any supplemental indenture in respect of a particular series of Whiterock Convertible Debentures;

“**Whiterock Convertible Debenture Supplemental Indenture**” means a supplemental indenture or supplemental indentures, as applicable, in form and content satisfactory to each of Dundee, Whiterock and the Whiterock Convertible Debenture Trustee, acting reasonably, to be entered into by Dundee, Whiterock and the Whiterock Convertible Debenture Trustee to evidence the succession of Dundee as the successor to and co-obligor with Whiterock pursuant to and in accordance with the terms of the Whiterock Convertible Debenture Indenture;

“**Whiterock Convertible Debenture Trustee**” means CIBC Mellon Trust Company;

“**Whiterock Convertible Debentures**” means, collectively, the Whiterock Series F Debentures, Whiterock Series G Debentures and Whiterock Series H Debentures;

“**Whiterock Convertible Securities**” means, collectively, the Whiterock Options, the Whiterock Convertible Debentures and any other securities of Whiterock that are convertible into or exchangeable or exercisable for Whiterock Units;

“**Whiterock Declaration of Trust**” means the fourth amended and restated declaration of trust dated December 23, 2009 of Whiterock, as amended or amended and restated from time to time;

“**Whiterock Disclosure Letter**” means the letter dated January 16, 2012 from Whiterock to Dundee delivered concurrently with the Transaction Agreement;

“**Whiterock EPU**” means an equity performance unit issued pursuant to the Whiterock EPU Plan;

“**Whiterock EPU Plan**” means the equity performance unit plan of Whiterock effective as of September 19, 2011;

“**Whiterock Existing Leases**” means those tenancy arrangements with individuals or other entities lawfully in possession of any part of the Buildings or Lands, leases, tenancies, licenses, and agreements to lease made between Whiterock or its agents, as landlord, and those Tenants of the Lands and Buildings listed in schedule 1.1 to the Whiterock Disclosure Letter together with any leases arising in compliance with the terms of the Transaction Agreement and the benefit of any guarantees of obligations of the Tenants thereunder, and “**Whiterock Existing Lease**” means any one of them;

“**Whiterock Existing Mortgages**” means the existing credit agreements, commitment letters, hypothecs, trust indentures, mortgages and operating line facilities and related security with respect to the loans listed or described in Schedule 1.1 to the Whiterock Disclosure Letter, and “**Whiterock Existing Mortgage**” means any one of them;

“**Whiterock Financial Advisor**” means CIBC World Markets Inc., acting as financial advisor to the Whiterock Special Committee;

“**Whiterock Information Circular**” means the management information circular of Whiterock dated January 26, 2012, mailed to Whiterock Unitholders in connection with the Whiterock Unitholders Meeting;

“**Whiterock Limited Partnership**” means the newly formed wholly-owned limited partnership, of which the general partner is a newly formed trust with Whiterock as the sole beneficiary, in consideration for limited partnership units of Whiterock Limited Partnership;

“**Whiterock Market Cap**” means the closing price of a Whiterock Unit on the TSX on the date on which the transaction giving rise to a “change in control” (as defined in Jason Underwood’s employment agreement with Whiterock) is effective multiplied by the number of Whiterock Units outstanding as of the close of business on such date;

“**Whiterock Material Contracts**” meaning any Contract (other than the Whiterock Declaration of Trust, the Whiterock Existing Leases, the Whiterock Existing Mortgages and the ROI Co-Owners Agreements): (a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on Whiterock; (b) under which Whiterock or any Whiterock Subsidiary has directly or indirectly guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection);

(c) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset; (d) providing for the establishment, investment in, organization or formation of any joint ventures or partnerships; (e) under which Whiterock or any Whiterock Subsidiary is obligated to make or expects to receive payments in excess of \$250,000 over the remaining term of such Contract; (f) that cannot be terminated by Whiterock on less than 90 days' prior notice; (g) that limits or restricts Whiterock or any Whiterock Subsidiary in any material respect from engaging in any line of business or from carrying on business in any geographic area or that creates an exclusive dealing arrangement or right of first offer or refusal; (h) that is a collective bargaining agreement, a labour union contract or any other memorandum of understanding or other agreement with a union representing the employees of Whiterock or any Whiterock Subsidiary; or (i) that is otherwise material to Whiterock and the Whiterock Subsidiaries, considered as a whole;

“Whiterock Option Plan” means the unit option plan of Whiterock as amended as of June 18, 2010;

“Whiterock Options” means outstanding options to acquire Whiterock Units under the Whiterock Option Plan, and any other plan, agreement or arrangement which provides for the issuance of options to acquire Whiterock Units;

“Whiterock Properties” means the Lands, the Buildings, the Tangible Personal Property, the Whiterock Contracts and the Whiterock Existing Leases;

“Whiterock Public Documents” has the meaning set out in section 8 of schedule “B” to the Transaction Agreement;

“Whiterock Series F Debentures” means the issued and outstanding principal amount of 6% Redeemable Subordinated Convertible Debentures, Series F due July 15, 2012 of Whiterock;

“Whiterock Series G Debentures” means the issued and outstanding principal amount of 7% Series G Convertible Unsecured Subordinated Debentures due December 31, 2014 of Whiterock;

“Whiterock Series H Debentures” means the issued and outstanding principal amount of 5.5% Series H Convertible Unsecured Debentures due March 31, 2017 of Whiterock;

“Whiterock Series K Debentures” means the issued and outstanding principal amount of 5.95% Senior Unsecured Debentures, Series K due April 26, 2016 of Whiterock;

“Whiterock Series L Debentures” means the issued and outstanding principal amount of 5.95% Senior Unsecured Debentures, Series L due September 30, 2016 of Whiterock;

“Whiterock Special Committee” means the special committee of the Whiterock Trustees established on December 22, 2011 with Oswald Pedde as Chairman and including Nick Kanji and Gregory Guido;

“Whiterock Subsidiaries” means the Subsidiaries of Whiterock; and **“Whiterock Subsidiary”** means any one of them;

“Whiterock Trustees” means the board of trustees of Whiterock;

“Whiterock Trustees’ Circular” means the trustees’ circular of the Whiterock Trustees dated January 26, 2012, sent by Whiterock to the Whiterock Unitholders in connection with the Offer to Purchase;

“**Whiterock Unit Consolidation**” has the meaning set out in Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – Order of Transactions; Special Distribution”;

“**Whiterock Unitholder Approval**” means the affirmative vote of the holders of more than 66 $\frac{2}{3}$ % of the Whiterock Units represented and voting at the Whiterock Unitholders Meeting;

“**Whiterock Unitholder Rights Plan**” means the rights plan agreement dated as of January 28, 2007 entered into between Whiterock and CIBC Mellon Trust Company, as rights agent, as modified or amended, or as superseded by any replacement Unitholder rights plan;

“**Whiterock Unitholders**” means the holders of Whiterock Units;

“**Whiterock Unitholders Meeting**” means the special meeting of Whiterock Unitholders to consider and, if thought advisable, approve the Acquisition Resolution, which is scheduled to be held on February 27, 2012 at 10:00 a.m. (Eastern time) at The Ritz-Carlton Toronto, 181 Wellington Street West, Toronto, Ontario in the Wellington Ballroom;

“**Whiterock Units**” means the units having a beneficial interest in Whiterock, including those units issued on the exercise of Whiterock Options, upon the conversion of Convertible Debentures or upon the conversion, exchange or exercise of any other Convertible Securities, and the associated Whiterock URP Rights, and “**Whiterock Unit**” means any one unit of Whiterock and its associated Whiterock URP Right;

“**Whiterock Unsecured Debenture Indenture**” means the serial trust indenture dated as of April 21, 2011 between Whiterock and the Unsecured Debenture Trustee, as supplemented by any supplemental indenture in respect of the Series K Debentures or Series L Debentures;

“**Whiterock Unsecured Debenture Supplemental Indenture**” means a supplemental indenture or supplemental indentures, as applicable, in form and content satisfactory to each of Dundee, Whiterock and the Unsecured Debenture Trustee, acting reasonably, to be entered into by Dundee, Whiterock and the Unsecured Debenture Trustee to evidence the succession of Dundee as the successor to and co-obligor with Whiterock pursuant to and in accordance with the terms of the Unsecured Debenture Indenture;

“**Whiterock Unsecured Debenture Trustee**” means BNY Trust Company of Canada; and

“**Whiterock URP Right**” means a right issued pursuant to the Whiterock Unitholder Rights Plan.



OFFER MADE BY
DUNDEE REAL ESTATE INVESTMENT TRUST
FOR
ANY AND ALL OF THE ISSUED AND OUTSTANDING
TRUST UNITS
OF
WHITEROCK REAL ESTATE INVESTMENT TRUST

January 26, 2012

OFFER TO PURCHASE

The accompanying Dundee Circular, which is incorporated into and forms part of the Offer to Purchase, contains important information that should be read carefully before making a decision with respect to the Offer to Purchase. Unless the context otherwise requires, terms used but not defined in the Offer to Purchase have the respective meanings given to them in the accompanying Glossary.

TO: THE UNITHOLDERS OF WHITEROCK

1. The Offer

General

Dundee hereby offers to purchase, on the terms and subject to the conditions of the Offer, any and all of the issued and outstanding units of Whiterock (the “**Whiterock Units**”), held by residents of Canada including the Whiterock Units issuable (and that, prior to the Expiry Time, are actually issued) upon the conversion of Whiterock Convertible Debentures or the exercise of Whiterock Options or on the conversion, exchange or exercise of other securities of Whiterock that are convertible into or exchangeable or exercisable for Whiterock Units (together with the Whiterock Convertible Debentures and the Whiterock Options, collectively the “**Whiterock Convertible Securities**”), but excluding the associated rights (the “**Whiterock URP Rights**”) issued under the existing unitholder rights plan of Whiterock, collectively, the “**Whiterock Units**”), in consideration for each Whiterock Unit of either:

- (a) \$16.25 cash, subject to pro-ration on the terms described herein (the “**Cash Option**”); or
- (b) 0.4729 Dundee Units, subject to pro-ration on the terms described herein (the “**Unit Option**”),

as elected by the Whiterock Unitholder in the applicable Letter of Transmittal (which is printed on YELLOW paper) or Notice of Guaranteed Delivery (which is printed on PINK paper).

A deposit to the Offer is NOT a vote for the Acquisition.

Whiterock Unitholders who support the Acquisition (including Whiterock Unitholders who accept the Offer) should indicate their approval of the Acquisition Resolution by completing and returning the form of proxy (which is printed on BLUE paper) provided in connection with the Whiterock Unitholders Meeting instructing the proxyholder to vote their Whiterock Units for the Acquisition Resolution at the Whiterock Unitholders Meeting.

Whiterock Unitholders wishing to accept the Offer may elect the Cash Option or the Unit Option in respect of their Whiterock Units, provided that the Cash Option and the Unit Option shall be subject to pro-ration if more than 22,153,846 Whiterock Units are tendered to the Offer pursuant to the Cash Option or the number of Whiterock Units tendered to the Offer pursuant to the Unit Option, together with the number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed) plus the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities at the Closing Time, exceeds 36,855,299, as applicable. The Letter of Transmittal and Notice of Guaranteed Delivery in respect of the Offer accompanying the Offer to Purchase and the Dundee Circular set forth the manner in which such election may be made.

Whiterock Unitholders who do not properly elect either the Cash Option or the Unit Option with respect to any Whiterock Units deposited by them pursuant to the Offer will be deemed to have elected the Unit Option.

The Offer is being made only for Whiterock Units and is not made for any Whiterock Convertible Securities. Any holder of Whiterock Convertible Securities who wishes to accept the Offer must, to the extent permitted by the terms of the security and applicable Laws, convert, exchange or exercise such Whiterock Convertible Securities in order to deposit the resulting Whiterock Units in accordance with the terms of the Offer. Any such conversion, exchange or exercise must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Whiterock Convertible Securities will be in a position to deposit such Whiterock Units at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, “Manner of Acceptance – Procedure for Guaranteed Delivery”.

Based on the Cash Option of \$16.25 per Whiterock Unit, the Offer represents a premium of approximately 20% to the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012, the last trading day prior to the announcement of the Transaction. In addition, the Transaction is being completed at a price that is accretive to Dundee.

All amounts payable under the Offer will be paid in Canadian dollars.

Whiterock Unitholders who have deposited their Whiterock Units pursuant to the Offer will be deemed to have deposited the Whiterock URP Rights associated with such Whiterock Units. No additional payment will be made for the Whiterock URP Rights and no part of the consideration to be paid by Dundee for the Whiterock Units will be allocated to the Whiterock URP Rights.

Whiterock Unitholders who do not deposit their Whiterock Units under the Offer will not be entitled to any right of dissent or appraisal in connection with the Offer.

The obligation of Dundee to take-up and pay for Whiterock Units pursuant to the Offer is subject to certain conditions. See Section 4 of the Offer to Purchase, “Conditions of the Offer”.

Whiterock Unitholders should contact the Depositary, the Information and Proxy Solicitation Agent or a broker or dealer for assistance in accepting the Offer and in depositing Whiterock Units with the Depositary.

Whiterock Unitholders will not be required to pay any fee or commission if they accept the Offer by depositing their Whiterock Units directly with the Depositary.

This document does not constitute an offer or a solicitation to any person in any jurisdiction other than Canada. The Offer is not being made or directed to, nor will deposits of Whiterock Units be accepted from or on behalf of, Whiterock Unitholders in any jurisdiction other than Canada. However, Dundee may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Whiterock Unitholders in any other jurisdiction.

Whiterock Unitholders whose Whiterock Units are registered in the name of a broker, dealer, financial institution or other intermediary should immediately contact such broker, dealer, financial institution or other intermediary for assistance in depositing their Whiterock Units.

Pro-ration

The maximum amount of cash available under the Cash Option will be limited to \$360 million in aggregate and the maximum number of Dundee Units available under the Unit Option, together with the Dundee Units to be issued or to become issuable in connection with the Acquisition, will be limited to 17,428,871 in aggregate. In

the event that more than 22,153,846 Whiterock Units are tendered to the Offer pursuant to the Cash Option, then the number of Whiterock Units taken-up pursuant to the Cash Option for any Whiterock Unitholder will be pro-rated by multiplying the number of Whiterock Units tendered by such Whiterock Unitholder pursuant to the Cash Option by a fraction, the numerator of which is 22,153,846 and the denominator of which is the total number of Whiterock Units deposited pursuant to the Cash Option by all Whiterock Unitholders. In the event that the number of Whiterock Units tendered to the Offer pursuant to the Unit Option, together with the number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed) plus the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities outstanding at the Closing Time, exceeds 36,855,299, then the number of Whiterock Units taken-up pursuant to the Unit Option for any Whiterock Unitholder will be pro-rated by multiplying the number of Whiterock Units tendered by such Whiterock Unitholder pursuant to the Unit Option by a fraction, the numerator of which is 36,855,299 and the denominator of which is the sum of (A) the total number of Whiterock Units deposited pursuant to the Unit Option by all Whiterock Unitholders, plus (B) the total number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed), plus (C) the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities outstanding at the Closing Time.

To the extent that cash is pro-rated, any Whiterock Units not taken-up for cash pursuant to the Cash Option will be automatically withdrawn (without any further action by the depositing Whiterock Unitholder) with the result that such Whiterock Units will be redeemed by Whiterock on a tax deferred “rollover” basis for Canadian income tax purposes under the Acquisition, unless the depositing Whiterock Unitholder elects in the Letter of Transmittal not to withdraw such Whiterock Units and therefore, have the remainder of his or her Whiterock Units taken-up by Dundee in consideration for the Exchange Number of Dundee Units per Whiterock Unit on a taxable basis for Canadian income tax purposes under the Offer. See Section 7 of the Offer to Purchase, “Withdrawal of Deposited Whiterock Units”.

To the extent that Dundee Units are pro-rated, any Whiterock Units not taken-up for Dundee Units pursuant to the Unit Option will be taken-up in consideration for cash pursuant to the Offer.

Non-Residents of Canada are Excluded from the Offer

The Offer is not being made to Whiterock Unitholders who are non-residents of Canada. Upon the completion of the Acquisition, all Whiterock Unitholders who are non-residents of Canada will have their Whiterock Units redeemed by Whiterock and the Dundee Units to which they would otherwise be entitled will be issued to the Depository, which shall, as their agent, as expeditiously as is commercially reasonable thereafter, sell all such Dundee Units through the facilities of the TSX, and pay upon receipt of a completed Letter of Transmittal and accompanying Whiterock Unit Certificates the net proceeds of such sales, after brokerage sales commissions, to such non-resident Whiterock Unitholders based on their respective entitlements to Dundee Units, less any applicable withholding taxes and without interest. Accordingly, Whiterock Unitholders residing outside Canada are instructed to complete and return the enclosed Letter of Transmittal (which is printed on YELLOW paper) with Part B properly completed, and to complete and return the enclosed form of proxy (which is printed on BLUE paper) in connection with the Whiterock Unitholders Meeting.

Fractions

No fractional Dundee Units will be issued pursuant to the Offer. Whiterock Unitholders who would otherwise be entitled to receive a fraction of a Dundee Unit pursuant to the Offer will have such fractions of Dundee Units issued to the Depository, which shall, as their agent, as expeditiously as is commercially reasonable thereafter, sell the sum of such fractional Dundee Units through the facilities of the TSX and pay the

net proceeds of such sale, after brokerage sales commissions, to such Whiterock Unitholders based on their entitlement to a fractional Dundee Unit, less any applicable withholding taxes and without interest.

2. Time for Acceptance

The Offer is open for acceptance from the date of the Offer until 12:01 a.m. (local time) on March 2, 2012 (the “**Expiry Time**”) or such later time as may be fixed by Dundee from time to time pursuant to Section 5 of the Offer to Purchase, “Extension, Variation or Change in the Offer”, unless the Offer is withdrawn by Dundee.

3. Manner of Acceptance

Only those Whiterock Unitholders who wish to sell their Whiterock Units for cash or Dundee Units on a taxable basis should deposit their Whiterock Units in acceptance of the Offer as described below.

Letter of Transmittal

The Offer may be accepted by delivering to the Depository at its office in Toronto, Ontario, specified in the Letter of Transmittal (printed on YELLOW paper), so as to be actually received at or prior to the Expiry Time:

- (a) the certificate(s) representing the Whiterock Units in respect of which the Offer is being accepted;
- (b) a Letter of Transmittal in the form accompanying the Offer or a manually executed facsimile thereof, with Part A properly completed and duly executed in accordance with the instructions and rules set out in the Letter of Transmittal (including signature page guarantee, if required); and
- (c) all other documents required by the Letter of Transmittal.

Participants in CDS should contact the Depository with respect to the deposit of their Whiterock Units under the Offer. Dundee understands that CDS will be giving instructions to their participants as to the method of depositing Whiterock Units under the terms of the Offer.

Whiterock Unitholders who do not wish to receive cash for their Whiterock Units and who wish to have their Whiterock Units redeemed by Whiterock for Dundee Units on a tax-deferred “rollover” basis for Canadian income tax purposes, so as to defer the realization of any gain (or loss) for Canadian income tax purposes until disposition of the Dundee Units received upon such redemption in connection with the Acquisition, should not accept the Offer. However, in order to receive the certificates for the Dundee Units to which they are entitled pursuant to the redemption of Whiterock Units in connection with the Acquisition, such Whiterock Unitholders must deliver to the Depository, at its office in Toronto, Ontario, specified in the Letter of Transmittal (printed on YELLOW paper), at any time prior to or following the Closing Time:

- (a) the certificate(s) representing the Whiterock Units;
- (b) a Letter of Transmittal in the form accompanying the Offer or a manually executed facsimile thereof, with Part B properly completed and duly executed, in accordance with the instructions and rules set out in the Letter of Transmittal (including signature guarantee, if required); and
- (c) all other documents required by the Letter of Transmittal.

In each case, all Whiterock Unitholders who support the Acquisition (including Whiterock Unitholders who accept the Offer) should indicate their approval of the Acquisition Resolution by completing and returning the form of proxy (which is printed on BLUE paper) provided in connection

with the Whiterock Unitholders Meeting instructing the proxyholder to vote their Whiterock Units in favour of the Acquisition Resolution at the Whiterock Unitholders Meeting. The Offer is conditional upon, among other things, approval of the Acquisition Resolution by holders of more than 66 $\frac{2}{3}$ % of the Whiterock Units represented and voting in person or by proxy at the Whiterock Unitholders Meeting.

Except as otherwise provided in the instructions set out in the Letter of Transmittal, the signature on the Letter of Transmittal must be guaranteed by an Eligible Institution. If a Letter of Transmittal is executed by a person other than the registered holder of the certificate(s) deposited therewith, and in certain other circumstances as set out in the Letter of Transmittal, the certificate(s) deposited therewith must be endorsed, or be accompanied by an appropriate unit transfer power of attorney, in either case duly and properly completed by the registered holder(s), with the signature on the endorsement panel or unit transfer power of attorney corresponding exactly to the name(s) of the registered holder(s) as registered or as written on the face of the certificate(s) and guaranteed by an Eligible Institution (except that no guarantee is required if the signature is that of an Eligible Institution).

If an election in Part A of a Letter of Transmittal is not made, or is not properly made, or if no Whiterock Units have been so deposited, such Letter of Transmittal will be deemed to be invalid for purposes of the Offer and, if the Acquisition Resolution is approved at the Whiterock Unitholders Meeting, the applicable Whiterock Units will be redeemed by Whiterock in connection with the Acquisition. No Dundee Units will be distributed in consideration for Whiterock Units, whether under the Offer or pursuant to the Acquisition, without a properly completed, executed and delivered Letter of Transmittal or manually signed facsimile thereof. Upon completion of the Acquisition, the Whiterock Units of all Whiterock Unitholders who have not deposited to the Offer will be redeemed by Whiterock in connection with the Acquisition.

In addition, Whiterock Units may be deposited under the Offer in compliance with the procedures for guaranteed delivery set out below under the heading “Procedure for Guaranteed Delivery” or in compliance with the procedures for book-entry transfers set out below under the heading “Acceptance by Book-Entry Transfer”.

Procedure for Guaranteed Delivery

If a Whiterock Unitholder wishes to deposit Whiterock Units pursuant to the Offer and: (a) the certificate(s) representing such Whiterock Units is (are) not immediately available, (b) the Whiterock Unitholder cannot complete the procedure for book-entry transfer of the Whiterock Units on a timely basis, or (c) the certificates and all other required documents cannot be delivered to the Depository at or prior to the Expiry Time, such Whiterock Units may nevertheless be deposited under the Offer provided that all of the following conditions are met:

- (a) the deposit is made by or through an Eligible Institution;
- (b) a properly completed and a duly executed Notice of Guaranteed Delivery (printed on PINK paper) in the form accompanying the Offer, or a manually executed facsimile thereof, including the guarantee of delivery by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depository at its office in Toronto, Ontario, specified in the Notice of Guaranteed Delivery at or prior to the Expiry Time; and
- (c) the certificate(s) representing all Deposited Whiterock Units in proper form for transfer, together with a Letter of Transmittal, or a manually executed facsimile thereof, properly completed and duly executed as required by the instructions set out in the Letter of Transmittal (including signature guarantee, if required), or, in the case of a book-entry transfer, a Book-Entry Confirmation with respect to such Deposited Whiterock Units (including signature guarantee, if required) and all other documents

required by the terms of the Offer and the Letter of Transmittal, are received by the Depository at its office in Toronto, Ontario specified in the Letter of Transmittal prior to 5:00 p.m. (Toronto time) on the third trading day on the TSX after the Expiry Time.

The Notice of Guaranteed Delivery (printed on PINK paper) must be delivered by hand or courier or transmitted by facsimile transmission or mailed to the Depository at its office in Toronto, Ontario specified in the Notice of Guaranteed Delivery and must include a guarantee by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery. Delivery of the Notice of Guaranteed Delivery and the Letter of Transmittal and accompanying certificate(s) representing Whiterock Units and all other required documents to any office other than the Toronto, Ontario office of the Depository specified in the Letter of Transmittal does not constitute valid delivery for purposes of satisfying a guaranteed delivery.

Acceptance by Book-Entry Transfer

Whiterock Unitholders may accept the Offer by following the procedures for a book-entry transfer established by CDS, provided that a Book-Entry Confirmation through CDSX is received by the Depository at its offices in Toronto, Ontario, specified in the Letter of Transmittal at or prior to the Expiry Time. The Depository will establish an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of a Whiterock Unitholder's Whiterock Units into the Depository's account in accordance with CDS procedures for such transfer. Delivery of Whiterock Units to the Depository by means of a book-entry transfer will constitute a valid deposit under the Offer.

Whiterock Unitholders, through their respective CDS participants, who utilize CDSX to accept the Offer through a book-entry transfer of their holdings into the Depository's account with CDS shall be deemed to have completed and delivered a Letter of Transmittal and to be bound by the terms thereof and therefore such instructions received by the Depository are considered a valid deposit in accordance with the terms of the Offer.

Whiterock Unitholder Rights Plan

Whiterock Unitholders who have Deposited Whiterock Units under the Offer will be deemed to have deposited the Whiterock URP Rights associated therewith under the Whiterock Unitholder Rights Plan. No additional payment will be made for the Whiterock URP Rights and no amount of consideration to be paid by Dundee for the Whiterock Units will be allocated to the Whiterock URP Rights. Pursuant to the Transaction Agreement, the Whiterock Trustees have agreed to irrevocably waive or suspend the operation of or to otherwise render the Whiterock URP Rights inoperative against the Transaction with effect immediately prior to the Expiry Time and, subject to Whiterock Unitholder approval, the Whiterock Unitholder Rights Plan will be terminated immediately prior to the Closing Time.

Holders of Whiterock Convertible Securities

The Offer is being made only for Whiterock Units and is not made for any Whiterock Convertible Securities. Any holder of Whiterock Convertible Securities who wishes to accept the Offer must, to the extent permitted by the terms of the security and applicable Laws, convert, exchange or exercise such Whiterock Convertible Securities in order to deposit the resulting Whiterock Units in accordance with the terms of the Offer. Any such conversion, exchange or exercise must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Whiterock Convertible Securities will be in a position to deposit such Whiterock Units at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, "Manner of Acceptance – Procedure for Guaranteed Delivery".

Following the Closing, holders of Whiterock Convertible Debentures will be entitled to receive Dundee Units upon conversion: the outstanding Whiterock Series F Debentures, if any, will be convertible into Dundee Units at a conversion price of \$27.96 for each Dundee Unit; the outstanding Whiterock Series G Debentures, if any, will be convertible into Dundee Units at a conversion price of \$18.38 for each Dundee Unit; and the outstanding Whiterock Series H Debentures, if any, will be convertible into Dundee Units at a conversion price of \$36.69 for each Dundee Unit.

General

The Offer will be deemed to be accepted by a Whiterock Unitholder only if the Depository has actually received the requisite documents at its office in Toronto, Ontario specified in the Letter of Transmittal at or prior to the Expiry Time. In all cases, payment for Whiterock Units deposited and taken-up by Dundee will be made only after timely receipt by the Depository of (i) certificate(s) representing the Whiterock Units (or, in the case of a book-entry transfer to the Depository, a Book-Entry Confirmation for the Whiterock Units, as applicable) and (ii) a Letter of Transmittal, or a manually executed facsimile thereof, properly completed and duly executed, covering such Whiterock Units, with the signature(s) guaranteed, if required, in accordance with the instructions set out in the Letter of Transmittal and (iii) all other required documents.

The method of delivery of certificate(s) representing Whiterock Units (or a Book-Entry Confirmation, as applicable), the Letter of Transmittal, the Notice of Guaranteed Delivery and all other required documents is at the sole option and risk of the person depositing such documents. Dundee recommends that such documents be delivered by hand to the Depository and a receipt obtained or, if mailed, that registered mail, with return receipt requested, be used and that proper insurance be obtained. It is suggested that any such mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depository at or prior to the Expiry Time. Delivery will only be effective upon actual physical receipt by the Depository.

Whiterock Unitholders whose Whiterock Units are registered in the name of a broker, dealer, financial institution or other intermediary should immediately contact that intermediary for assistance if they wish to accept the Offer and in order to take the necessary steps to be able to deposit such Whiterock Units under the Offer. Intermediaries likely have established deposit cut-off times that are up to 48 hours prior to the Expiry Time. Whiterock Unitholders should instruct their intermediary promptly if they wish to deposit their Whiterock Units to the Offer.

All questions as to the validity, form, eligibility (including, without limitation, timely receipt) and acceptance of any Whiterock Units deposited under the Offer will be determined by Dundee in its sole discretion. Depositing Whiterock Unitholders agree that such determination will be final and binding. Dundee reserves the absolute right to reject any and all deposits that it determines not to be in proper form or that may be unlawful to accept under the laws of any jurisdiction. Dundee reserves the absolute right to waive any defects or irregularities in the deposit of any Whiterock Units. There shall be no duty or obligation of Dundee, Whiterock, the Depository or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred or suffered by any of them for failure to give any such notice. Dundee's interpretation of the terms and conditions of the Offer to Purchase, the Dundee Circular, the Letter of Transmittal, the Notice of Guaranteed Delivery and any other related documents will be final and binding.

Dundee reserves the right to permit the Offer to be accepted in a manner other than that set out in this Section 3.

Under no circumstance will interest accrue or any amount be paid by Dundee or the Depository by reason of any delay in delivering Dundee Units or making cash payments to any person on account of Whiterock Units accepted for payment under the Offer, regardless of any delay in making such payment.

Whiterock Unitholders should contact the Depository, the Information and Proxy Solicitation Agent, or a broker or dealer for assistance in accepting the Offer and in depositing Whiterock Units with the Depository.

Whiterock Unitholders will not be required to pay any fee or commission if they accept the Offer by depositing their Whiterock Units directly with the Depository.

Distributions

Subject to the terms and conditions of the Offer and subject, in particular, to Whiterock Units being validly withdrawn by or on behalf of a depositing Whiterock Unitholder, by accepting the Offer pursuant to the procedures set out herein, a Whiterock Unitholder deposits, sells, assigns and transfers to Dundee all right, title and interest in and to the Whiterock Units covered by the Letter of Transmittal or book-entry transfer (collectively, the “**Deposited Whiterock Units**”) and, in and to all rights and benefits arising from such Deposited Whiterock Units including, without limitation, any and all distributions, dividends, payments, securities, property or other interests that may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Whiterock Units or any of them to holders of record at or after the Effective Time, including, without limitation, any distributions, dividends or payments on such distributions, dividends, payments, securities, property or other interests (collectively, “**Distributions**”).

Whiterock Unitholders will be entitled to receive regular monthly distributions by Whiterock in an amount not to exceed \$0.0935 for each Whiterock Unit declared payable to Whiterock Unitholders of record as of any time prior to the Effective Time, regardless of the date, and whether or not, a Whiterock Unitholder deposits Whiterock Units under the Offer. Whiterock Unitholders may also receive a special distribution on the business day prior to the Closing Date. See Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – Order of Transactions; Special Distribution”.

Power of Attorney

The execution of a Letter of Transmittal (or, in the case of Whiterock Units deposited by book-entry transfer of Whiterock Units, by the making of a book-entry transfer) irrevocably constitutes and appoints, effective at and after the time (the “**Effective Time**”) that Dundee takes-up the Deposited Whiterock Units, each trustee and officer of each entity forming part of Dundee, and any other person designated by Dundee, as the true and lawful agent, attorney, attorney-in-fact and proxy of the holder of the Deposited Whiterock Units (which Deposited Whiterock Units upon being taken-up are, together with any Distributions thereon, hereinafter referred to as the “**Purchased Securities**”) with respect to such Purchased Securities, with full power of substitution (such powers of attorney, being coupled with an interest, being irrevocable), in the name of and on behalf of such Whiterock Unitholder:

- (a) to register or record the transfer and/or cancellation of such Purchased Securities to the extent consisting of securities on the appropriate securities registers maintained by or on behalf of Whiterock;
- (b) for so long as any such Purchased Securities are registered or recorded in the name of such Whiterock Unitholder, to exercise any and all rights of such Whiterock Unitholder including, without limitation, the right to vote, to execute and deliver (provided the same is not contrary to applicable Laws), as and when requested by Dundee, any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to Dundee in respect of any or all Purchased Securities, to revoke any such instruments, authorizations or consents given prior to or after the Effective Time, and to designate in any such instruments, authorizations or consents any person or persons as the proxyholder of such Whiterock Unitholder in respect of such Purchased Securities for all purposes including, without limitation, in connection with any meeting or meetings (whether annual, special or otherwise, or any adjournments thereof) of holders of relevant securities of Whiterock;

- (c) to execute, endorse and negotiate, for and in the name of and on behalf of such Whiterock Unitholder, any and all cheques or other instruments representing any Distributions payable to or to the order of, or endorsed in favour of, such Whiterock Unitholder; and
- (d) to exercise any other rights of a Whiterock Unitholder with respect to such Purchased Securities, all as set out in the Letter of Transmittal.

A Whiterock Unitholder accepting the Offer under the terms of the Letter of Transmittal (including by book-entry transfer) revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the Unitholder at any time with respect to the Deposited Whiterock Units or any Distributions other than pursuant to the proxy completed and delivered by the Whiterock Unitholder in connection with the Whiterock Unitholders Meeting which, for greater certainty and notwithstanding anything in the Letter of Transmittal to the contrary, shall not be revoked or superseded by the Letter of Transmittal. Such depositing Whiterock Unitholder agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Whiterock Units or any Distributions by or on behalf of the depositing Whiterock Unitholder unless the Deposited Whiterock Units are not taken-up and paid for under the Offer or are withdrawn in accordance with Section 7 of the Offer to Purchase, "Withdrawal of Deposited Whiterock Units".

A Whiterock Unitholder accepting the Offer under the terms of the Letter of Transmittal (including by book-entry transfer) also agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any adjournments thereof) of holders of relevant securities of Whiterock and, except as may otherwise be agreed with Dundee, not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to Dundee any and all instruments of proxy, authorizations or consents in respect of all or any of the Purchased Securities, and agrees to designate or appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by Dundee as the proxy or the proxy nominee or nominees of the holder of the Purchased Securities. Upon such appointment, all prior proxies and other authorizations (including, without limitation, all appointments of any agent, attorney or attorney-in-fact) or consents given by the holder of such Purchased Securities with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.

Further Assurances

A Whiterock Unitholder accepting the Offer covenants under the terms of the Letter of Transmittal (including by book-entry transfer) to execute, upon request of Dundee, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to Dundee. Each authority therein conferred or agreed to be conferred is, to the extent permitted by applicable Laws, irrevocable and may be exercised during any subsequent legal incapacity of such Whiterock Unitholder and shall, to the extent permitted by applicable Laws, survive the death or incapacity, bankruptcy or insolvency of the Whiterock Unitholder and all obligations of the Whiterock Unitholder therein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of such Whiterock Unitholder.

Formation of Agreement; Whiterock Unitholder's Representations and Warranties

All Whiterock Unitholders depositing Whiterock Units to the Offer or in connection with the Acquisition must have full power and authority to sell, assign and transfer the Whiterock Units. Whiterock Unitholders depositing Whiterock Units to the Offer must have good title to their Whiterock Units free and clear of all liens, restrictions, charges, encumbrances, claims and equities.

The acceptance of the Offer pursuant to the procedures set out above constitutes a binding agreement between a depositing Whiterock Unitholder and Dundee, effective immediately following the Effective Time, in accordance with the terms and conditions of the Offer and the Letter of Transmittal. This agreement includes representations and warranties by the depositing Whiterock Unitholder that (i) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made has received the Offer to Purchase and Dundee Circular, (ii) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made has full power and authority to deposit, sell, assign and transfer the Deposited Whiterock Units and all rights and benefits arising from such Deposited Whiterock Units including, without limitation, any Distributions, (iii) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made owns the Deposited Whiterock Units and any Distributions deposited under the Offer, (iv) the Deposited Whiterock Units and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Whiterock Units or Distributions, to any other person, (v) the deposit of the Deposited Whiterock Units and Distributions complies with applicable Laws, (vi) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made is a resident of Canada, and (vii) when the Deposited Whiterock Units and Distributions are taken-up and paid for by Dundee, Dundee will acquire good title thereto (and to any Distributions), free and clear of all liens, restrictions, charges, encumbrances, claims and rights of others.

Delivery of Form of Proxy for Purposes of the Whiterock Unitholders Meeting

All Whiterock Unitholders, including those that deposit to the Offer, are requested to properly complete and execute the form of proxy (which is printed on BLUE paper) provided by Whiterock with the accompanying Whiterock Information Circular in order to ensure that their Whiterock Units will be voted for the Acquisition Resolution at the Whiterock Unitholders Meeting.

4. Conditions of the Offer

Notwithstanding any other provision of the Transaction Agreement, Dundee shall have the right to withdraw the Offer and not take-up and pay for or extend the period of time during which the Offer is open and postpone taking up and paying for, any Whiterock Units deposited under the Offer unless all of the following conditions are satisfied or waived by Dundee at or prior to the Expiry Time:

- (a) the Acquisition Resolution shall have received Whiterock Unitholder Approval;
- (b) no Regulatory Authority shall have enacted, issued, promulgated, enforced or entered any Laws, which is then in effect and has the effect of preventing, prohibiting, restraining or enjoining the consummation of any of the Contemplated Transactions;
- (c) the Required Regulatory Approvals shall have been obtained;
- (d) the Transaction Agreement shall not have been terminated in accordance with section 9.1 thereof;
- (e) the Dundee Units issued pursuant to the Offer, the Dundee Payment Units distributed to holders of Whiterock Units other than Dundee and the Dundee Units issuable upon conversion of the Whiterock Convertible Debentures after the Closing Date shall have been conditionally approved for listing on the TSX subject only to the satisfaction of customary post-closing conditions imposed by the TSX in similar circumstances;
- (f) the covenants of Whiterock under the Transaction Agreement to be performed on or before the Expiry Time or the Closing Time, as applicable, that have not been waived by Dundee shall have been duly performed by Whiterock in all material respects and Dundee shall have received a certificate of

Whiterock addressed to Dundee and dated the Closing Date, signed on behalf of Whiterock by two senior executive officers of Whiterock (on Whiterock's behalf and without personal liability), confirming the same as at the Closing Time;

- (g) the representations and warranties of Whiterock set forth in (i) the first sentence of section 1, section 2 and section 6 of schedule "B" to the Transaction Agreement shall be true and correct in all respects (other than de minimis inaccuracies in respect of the representations and warranties set forth in section 6 of schedule "B") as of the Closing Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Transaction Agreement or another date shall be true and correct as of such date), and (ii) article 4 of the Transaction Agreement, and the remaining sections of schedule "B" to the Transaction Agreement (being those that to which clause (i) above does not apply) shall be true and correct in all respects (disregarding for purposes of the section to the Transaction Agreement (b) any materiality, or Material Adverse Effect qualification contained in any such representation or warranty) as of the Closing Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Transaction Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (ii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect in respect of Whiterock, and Dundee shall have received a certificate of Whiterock addressed to Dundee and dated the Closing Date, signed on behalf of Whiterock by two senior executive officers of Whiterock (on Whiterock's behalf and without personal liability), confirming the same as at the Closing Time;
- (h) there shall not be pending or threatened in writing any suit, action or proceeding by any Regulatory Authority or any other person (other than a suit, action or proceeding that is reasonably considered to be frivolous or vexatious) that is reasonably likely to result in a:
 - (i) prohibition or restriction on the acquisition by Dundee of any Whiterock Units or restriction or prohibition of the consummation of the transactions contemplated by the Transaction Agreement or a person obtaining from Whiterock or Dundee any material damages directly or indirectly in connection with the transactions contemplated by the Transaction Agreement;
 - (ii) prohibition or material limit on the ownership by Dundee of Whiterock or any material portion of its business; or
 - (iii) imposition of limitations on the ability of Dundee to acquire or hold, or exercise full rights of ownership of, any Whiterock Units or assets of Whiterock;
- (i) since the date of the Transaction Agreement there shall not have occurred a Material Adverse Effect in respect of Whiterock, and Dundee shall have received a certificate signed on behalf of Whiterock by the chief executive officer and the chief financial officer of Whiterock (on Whiterock's behalf and without personal liability) to such effect;
- (j) the number of Dundee Units issued or issuable in connection with the Contemplated Transactions shall not exceed 17,428,871;
- (k) the aggregate outstanding principal amount of the Whiterock Existing Mortgages in respect of which the mortgagee thereunder has not consented to the Contemplated Transactions on terms and conditions acceptable to Dundee, acting reasonably, shall not exceed \$75 million;
- (l) all of the Whiterock Options shall have been exercised in accordance with their terms or transferred by the holder thereof to Whiterock and cancelled;

- (m) the Whiterock Convertible Debenture Trustee and Whiterock shall have executed and delivered the Whiterock Convertible Debenture Supplemental Indenture and taken all other steps (including causing Whiterock's counsel to deliver any required opinion to the Whiterock Convertible Debenture Trustee) to make effective the succession of Dundee as successor to and co-obligor with Whiterock pursuant to the Whiterock Convertible Debenture Indenture;
- (n) the Whiterock Unsecured Debenture Trustee and Whiterock shall have executed and delivered the Whiterock Unsecured Debenture Supplemental Indenture and taken all other steps (including causing Whiterock's counsel to deliver any required opinion to the Whiterock Unsecured Debenture Trustee) to make effective the succession of Dundee as successor to and co-obligor with Whiterock pursuant to the Whiterock Unsecured Debenture Indenture; and
- (o) Whiterock shall have prepared in accordance with applicable Laws and delivered to Dundee its audited financial statements for the year ended December 31, 2011.

In addition, Dundee has agreed in the Transaction Agreement that it will not take up and pay for Whiterock Units under the Offer unless all of the conditions set forth in sections 7.1 and 7.3 of the Transaction Agreement shall have been waived by or fulfilled to the satisfaction of Whiterock. The conditions contained in section 7.1 of the Transaction Agreement are essentially those contained in paragraphs (a) through (e) above, and the conditions contained in section 7.3 of the Transaction Agreement are essentially the reciprocal of those contained in paragraphs (f), (g) and (i) above (but in Whiterock's favour) and conditions similar to (m) and (n) above but with respect to Dundee and the respective indenture trustee entering into supplemental indentures. Subject to the foregoing, Dundee may assert any of the foregoing conditions at any time, regardless of the circumstances giving rise to such assertion.

Except as set out above and below, the foregoing conditions are for the exclusive benefit of Dundee and may be asserted by Dundee regardless of the circumstances giving rise to any such assertion, including, without limitation, any action or inaction by Dundee. Dundee in its sole discretion may waive any of the foregoing conditions in whole or in part at any time and from time to time without prejudice to any other rights which Dundee may have. The failure by Dundee at any time to exercise any of the foregoing rights will not be deemed to be a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances will not be deemed a waiver with respect to any other facts and each such right shall be deemed to be an ongoing right which may be asserted at any time and from time to time.

Any waiver of a condition or the withdrawal of the Offer shall be effective upon written notice or other communication confirmed in writing by Dundee to that effect to Whiterock and the Depositary at its principal office in Toronto, Ontario. Forthwith after giving any such notice, Dundee shall make a public announcement of such waiver or withdrawal, shall cause the Depositary, if required by applicable Laws, as soon as practicable thereafter to communicate such notice to all Whiterock Unitholders in the manner set out in Section 10 of the Offer to Purchase, "Notices and Delivery" and shall provide a copy of the aforementioned notice to the TSX. If the Offer is withdrawn, Dundee shall not be obligated to take-up or pay for any Whiterock Units deposited under the Offer and the Depositary will promptly return all Deposited Whiterock Units in accordance with Section 8 of the Offer to Purchase, "Return of Deposited Whiterock Units".

5. Extension, Variation or Change in the Offer

The Offer is open for acceptance from the date of the Offer until, but not after, the Expiry Time, subject to extension or variation in Dundee's sole discretion, unless the Offer is withdrawn by Dundee. Dundee shall, subject to the terms and conditions of the Transaction Agreement, extend the Expiry Time from time to time as

may be necessary so that the Offer shall be open for acceptance by Whiterock Unitholders until 5:00 p.m. on the last business day preceding the Closing Date. Unless Dundee and Whiterock shall mutually agree otherwise or unless required by applicable Laws, the provisions of this Section 5 shall not in any event require the extension of the Offer beyond the Outside Date.

Subject to the limitations hereafter described, Dundee reserves the right, in its sole discretion, (subject to the terms of the Transaction Agreement), at any time and from time to time while the Offer is open for acceptance (or at any other time if permitted by applicable Laws), to extend the Expiry Time or to vary the Offer by giving written notice (or other communication subsequently confirmed in writing, provided that such confirmation is not a condition of the effectiveness of the notice) of such extension or variation to the Depository at its principal office in Toronto, Ontario, and by causing the Depository, if required by applicable Laws, as soon as practicable thereafter to communicate such notice in the manner set out in Section 10 of the Offer to Purchase, "Notices and Delivery", to all registered Whiterock Unitholders whose Whiterock Units have not been taken-up prior to the extension or variation and to all holders of Whiterock Convertible Securities. Dundee shall, as soon as practicable after giving notice of an extension or variation to the Depository, make a public announcement of the extension or variation to the extent and in the manner required by applicable Laws and provide a copy of the notice thereof to the TSX. Any notice of extension or variation will be deemed to have been given and to be effective and the Offer deemed to be extended in accordance with such notice effective on the day on which it is delivered or otherwise communicated in writing to the Depository at its principal office in Toronto, Ontario.

The Transaction Agreement restricts Dundee's ability to amend certain of the terms and conditions of the Offer without the prior written consent of Whiterock.

Where the terms of the Offer are varied, the Offer will not expire before 10 days after the notice of such variation has been given to the Whiterock Unitholders, unless otherwise permitted by applicable Laws and subject to abridgement or elimination of that period pursuant to such orders or other forms of relief as may be granted by Regulatory Authorities.

If, before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal with respect to the Offer, a change occurs in the information contained in the Offer or the Dundee Circular, a notice of change, or a notice of variation that would reasonably be expected to affect the decision of a Whiterock Unitholder to accept or reject the Offer (other than a change that is not within the control of Dundee or of an affiliate of Dundee), Dundee will give written notice of such change to the Depository at its principal office in Toronto, Ontario, and will cause the Depository, if required by applicable Laws, as soon as practicable thereafter, to provide notice of such change in the manner set out in Section 10 of the Offer to Purchase, "Notices and Delivery", to all Whiterock Unitholders whose Whiterock Units have not been taken-up under the Offer at the date of the occurrence of the change and to all holders of Whiterock Convertible Securities. As soon as practicable after giving notice of the change in information to the Depository, Dundee will make a public announcement of the change in information to the extent and in the manner required by applicable Laws and provide a copy of the notice thereof to the TSX and the applicable securities regulatory authorities. Any notice of change in information will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depository at its principal office in Toronto, Ontario.

Notwithstanding the foregoing, but subject to applicable Laws, the Offer may not be extended by Dundee if all of the terms and conditions of the Offer have been complied with or waived, unless Dundee first takes-up all Whiterock Units deposited under the Offer and not withdrawn.

During any extension or in the event of any variation of the Offer or change in information, all Whiterock Units previously deposited and not taken-up or withdrawn will remain subject to the Offer and may be taken-up

by Dundee in accordance with the terms hereof, subject to Section 7 of the Offer to Purchase, “Withdrawal of Deposited Whiterock Units”. An extension of the Expiry Time, a variation of the Offer or a change in information does not, unless otherwise expressly stated, constitute a waiver by Dundee of its rights under Section 4 of the Offer to Purchase, “Conditions of the Offer”.

If, prior to the Expiry Time, the consideration being offered for the Whiterock Units under the Offer is increased, the increased consideration will be paid to all depositing Whiterock Unitholders whose Whiterock Units are taken-up under the Offer, whether or not such Whiterock Units were taken-up before the increase.

6. Take-Up of and Payment for Deposited Whiterock Units

If all of the conditions described in Section 4 of the Offer to Purchase, “Conditions of the Offer”, have been satisfied or waived by Dundee (in its sole discretion) at or prior to the Expiry Time, Dundee will take-up and pay for Whiterock Units validly deposited under the Offer and not properly withdrawn not later than ten days after the Expiry Time. Any Whiterock Units taken-up under the Offer will be paid for and Dundee Units will be issued as soon as possible, and in any event not later than three business days after they are taken-up. Subject to applicable Laws, any Whiterock Units deposited under the Offer after the date on which Whiterock Units are first taken-up by Dundee under the Offer but prior to the Expiry Time will be taken-up and paid for or Dundee Units will be issued not later than ten days after such deposit.

Each Whiterock Unitholder may elect the Cash Option or the Unit Option in respect of its Whiterock Units, provided that both the Cash Option and the Unit Option shall be subject to pro-ration on the terms described herein. See Section 1 of the Offer to Purchase, “The Offer”.

Dundee will be deemed to have taken-up and accepted for payment Whiterock Units validly deposited and not withdrawn under the Offer if, as and when Dundee gives written notice, or other communication confirmed in writing, to the Depositary at its principal office in Toronto, Ontario to that effect. Subject to applicable Laws and the Transaction Agreement, Dundee expressly reserves the right to, in its sole discretion, on or after the initial Expiry Time, withdraw the Offer and not take-up or pay for any Whiterock Units if any condition specified in Section 4 of the Offer to Purchase, “Conditions of the Offer”, is not satisfied or waived, by giving written notice thereof, or other communication confirmed in writing, to the Depositary at its principal office in Toronto, Ontario. Dundee will not, however, take-up and pay for any Whiterock Units deposited under the Offer unless it simultaneously takes-up and pays for all Whiterock Units then validly deposited under the Offer and not withdrawn.

Dundee will pay for Whiterock Units validly deposited under the Offer and not withdrawn by providing the Depositary with Dundee Units and sufficient funds (by bank transfer or other means satisfactory to the Depositary), as the case may be, for transmittal to depositing Whiterock Unitholders, subject to the maximum aggregate number of Dundee Units and maximum amount of cash described above. Under no circumstances will interest accrue or be paid by Dundee or the Depositary to persons depositing Whiterock Units on the purchase price of Whiterock Units purchased by Dundee, regardless of any delay in making payments for Whiterock Units.

The Depositary will act as the agent of persons who have deposited Whiterock Units in acceptance of the Offer for the purposes of receiving payment from Dundee and transmitting such payment to such persons, and receipt of payment by the Depositary will be deemed to constitute receipt of payment by persons depositing Whiterock Units under the Offer.

Settlement with each Whiterock Unitholder who has deposited (and not withdrawn) Whiterock Units under the Offer will be made by the Depositary forwarding a unit certificate representing Dundee Units (or, in the case

of Whiterock Units deposited by book-entry transfer, crediting the Dundee Units to the account of CDS, from which such book-entry transfer was made) and/or issuing or causing to be issued a cheque (except for payments in excess of \$25 million, which will be made by wire transfer, as set out in the Letter of Transmittal) payable in Canadian funds in the amount to which the person depositing Whiterock Units is entitled. Unless otherwise directed by the Letter of Transmittal, the unit certificate representing Dundee Units (or, in the case of Whiterock Units deposited by book-entry transfer, the credit of Dundee Units) and/or the cheque will be issued in the name of the registered holder of the Whiterock Units so deposited. Unless the person depositing the Whiterock Units instructs the Depository to hold the unit certificate and/or the cheque for pick-up by checking the appropriate box in the Letter of Transmittal, the unit certificate and/or the cheque will be forwarded by first class mail to such person at the address specified in the Letter of Transmittal. If no such address is specified, the unit certificate and/or the cheque will be sent to the address of the registered holder as shown on the securities register maintained by or on behalf of Whiterock. Dundee Unit certificates and/or cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing. Pursuant to applicable Laws, Dundee may, in certain circumstances, be required to make withholdings from the amount otherwise payable to a Whiterock Unitholder.

Whiterock Unitholders will not be required to pay any fee or commission if they accept the Offer by depositing their Whiterock Units directly with the Depository. However, a broker, dealer, financial institution or other intermediary through whom a Whiterock Unitholder owns Whiterock Units may charge a fee to deposit any such securities on behalf of the Whiterock Unitholder. Whiterock Unitholders should consult their broker, dealer, financial institution or other intermediary to determine whether any charges will apply.

7. Withdrawal of Deposited Whiterock Units

Except as otherwise stated in this Section 7 or as otherwise required by applicable Laws, all deposits of Whiterock Units under the Offer are irrevocable. Unless otherwise required or permitted by applicable Laws, any Whiterock Units deposited in acceptance of the Offer may be withdrawn by or on behalf of the depositing Whiterock Unitholder:

- (a) at any time before the Whiterock Units have been taken-up by Dundee under the Offer;
- (b) if the Whiterock Units have not been paid for by Dundee within three business days after having been taken-up; or
- (c) at any time before the expiration of ten days from the date upon which either:
 - (i) a notice of change relating to a change which has occurred in the information contained in the Offer to Purchase, or the Dundee Circular, a notice of change or a notice of variation, that would reasonably be expected to affect the decision of a Whiterock Unitholder to accept or reject the Offer (other than a change that is not within the control of Dundee or of an affiliate of Dundee, unless it is a change in a material fact relating to the Dundee Units being offered), in the event that such change occurs before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal in respect of the Offer; or
 - (ii) a notice of variation concerning a variation in the terms of the Offer (other than a variation consisting solely of an increase in the consideration offered for the Whiterock Units where the Expiry Time is not extended for more than ten days),

is mailed, delivered or otherwise properly communicated (subject to abridgement of that period pursuant to such order or orders or other forms of relief as may be granted by applicable courts or Regulatory Authorities) and only if such deposited Whiterock Units have not been taken-up by Dundee at the date of the notice.

Withdrawals of Dundee Units deposited under the Offer must be effected by notice of withdrawal made by or on behalf of the depositing Whiterock Unitholder and must be actually received by the Depositary at the place of deposit of the applicable Whiterock Units (or Notice of Guaranteed Delivery in respect thereof) within the time limits indicated above. Notices of withdrawal: (i) must be made by a method that provides the Depositary with a written or printed copy; (ii) must be signed by or on behalf of the person who signed the Letter of Transmittal accompanying (or Notice of Guaranteed Delivery in respect of) the Whiterock Units which are to be withdrawn; and (iii) must specify such person's name, the number of Whiterock Units to be withdrawn, the name of the registered holder and the certificate number shown on each certificate representing the Whiterock Units to be withdrawn. Any signature in a notice of withdrawal must be guaranteed by an Eligible Institution in the same manner as in a Letter of Transmittal (as described in the instructions set out therein), except in the case of Whiterock Units deposited for the account of an Eligible Institution.

If Whiterock Units have been deposited pursuant to the procedures for book-entry transfer, as set out in Section 3 of the Offer to Purchase, "Manner of Acceptance – Acceptance by Book-Entry Transfer", any notice of withdrawal must specify the name and number of the account at CDS to be credited with the withdrawn Whiterock Units and otherwise comply with the procedures of CDS.

A withdrawal of Whiterock Units deposited under the Offer can only be accomplished in accordance with the foregoing procedures. The withdrawal will take effect only upon actual receipt by the Depositary of the properly completed and duly executed written notice of withdrawal.

Brokers, dealers, financial institutions or other intermediaries may set deadlines for the withdrawal of Whiterock Units deposited under the Offer that are earlier than those specified above. Whiterock Unitholders whose Whiterock Units are registered in the name of a broker, dealer, financial institution or other intermediary should contact such intermediary for assistance.

All questions as to the validity (including, without limitation, timely receipt) and form of notice of withdrawal shall be determined by Dundee in its sole discretion and such determination will be final and binding. There is no duty or obligation of Dundee, the Depositary or any other person to give notice of any defect or irregularity in any notice of withdrawal and no liability shall be incurred or suffered by any of them for failure to give such notice.

If Dundee extends the period of time during which the Offer is open, is delayed in taking up or paying for Whiterock Units or is unable to take-up or pay for Whiterock Units for any reason, then, without prejudice to Dundee's other rights, Whiterock Units deposited under the Offer may, subject to applicable Laws, be retained by the Depositary on behalf of Dundee and such Whiterock Units may not be withdrawn except to the extent that depositing Whiterock Unitholders are entitled to withdrawal rights as set out in this Section 7 or pursuant to applicable Laws.

Withdrawals cannot be rescinded and any Whiterock Units withdrawn will be deemed not validly deposited for the purposes of the Offer, but may be re-deposited at any subsequent time prior to the Expiry Time by following any of the procedures described in Section 3 of the Offer to Purchase, "Manner of Acceptance".

In addition to the foregoing rights of withdrawal, Unitholders in the provinces and territories of Canada are entitled to one or more statutory rights of rescission, price revision or to damages in certain circumstances. See Section 28 of the Dundee Circular, "Statutory Rights".

To the extent that cash is pro-rated, any Whiterock Units not taken-up for cash pursuant to the Cash Option will be automatically withdrawn (without any further action by the depositing Whiterock Unitholder) with the

result that such Whiterock Units will be redeemed by Whiterock on a tax deferred “rollover” basis for Canadian income tax purposes under the Acquisition, unless the depositing Whiterock Unitholder elects in the Letter of Transmittal not to withdraw such Whiterock Units and therefore have the remainder of his or her Whiterock Units taken-up by Dundee REIT in consideration for the Exchange Number of Dundee Units for each Whiterock Unit on a taxable basis for Canadian income tax purposes under the Offer.

To the extent that Dundee Units are pro-rated, any Whiterock Units not taken-up for Dundee Units pursuant to the Unit Option will be taken-up in consideration for cash.

8. Return of Deposited Whiterock Units

Any deposited Whiterock Units that are not taken-up and paid for by Dundee pursuant to the terms and conditions of the Offer and that are not redeemed by Whiterock under the Acquisition because the Acquisition is not completed for any reason will be returned, at Dundee’s expense, to the depositing Whiterock Unitholder as soon as practicable after the Expiry Time or withdrawal of the Offer, by either (i) sending certificates representing the Whiterock Units not purchased by first-class insured mail to the address of the depositing Whiterock Unitholder specified in the Letter of Transmittal or, if such name or address is not so specified, in such name and to such address as shown on the securities register maintained by or on behalf of Whiterock, or (ii) in the case of Whiterock Units deposited by book-entry transfer of such Whiterock Units pursuant to the procedures set out in Section 3 of the Offer to Purchase, “Manner of Acceptance – Acceptance by Book-Entry Transfer”. Such Whiterock Units will be credited to the depositing holder’s account maintained with CDS.

9. Changes in Capitalization; Adjustments; Liens

Pursuant to the Transaction Agreement, Whiterock has agreed to various restrictive covenants in respect of the operation of its activities and business, including that Whiterock will, and will cause each of the Whiterock Subsidiaries to:

- not issue or agree to issue any Whiterock Units, any Whiterock Options or any rights of any kind to acquire any Whiterock Units or other securities or any securities of the Whiterock Subsidiaries other than pursuant to Whiterock’s distribution reinvestment plan or upon the conversion or exercise of currently outstanding Whiterock Convertible Securities in accordance with their terms;
- not split, combine or reclassify any outstanding Whiterock Units, other securities of Whiterock or any securities of any Whiterock Subsidiary nor redeem, purchase or offer to purchase any Whiterock Units, any other securities of Whiterock or any securities of any Whiterock Subsidiary;
- other than regular monthly distributions in an amount not to exceed \$0.0935 per Whiterock Unit, not declare, set aside or pay any distribution in respect of any Whiterock Units, other securities of Whiterock or any securities of any Whiterock Subsidiary; and
- not reorganize, amalgamate or merge Whiterock or any Whiterock Subsidiary with any other person nor adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Whiterock or any Whiterock Subsidiary.

In connection with the Acquisition, following the take-up of Whiterock Units under the Offer, Whiterock intends to effect a consolidation of all of the outstanding Whiterock Units on the basis of 0.4729 of a post-consolidation Whiterock Unit for each outstanding Whiterock Unit prior to the consolidation. This consolidation of Whiterock Units will not affect the consideration to be received by Whiterock Unitholders pursuant to the Offer and the Acquisition.

Whiterock Units and any Distributions acquired under the Offer shall be transferred by the Whiterock Unitholder and acquired by Dundee free and clear of all liens, restrictions, charges, encumbrances, claims and equities and together with all rights and benefits arising therefrom.

If Whiterock should declare, set aside or pay any Distribution or declare, make or pay any other distribution or payment on, or declare, allot, reserve or issue any securities, rights or other interests with respect to any Whiterock Unit, which is or are payable or distributable to Whiterock Unitholders as of a record date after the Effective Time but prior to the date of transfer into the name of Dundee or its nominee or transferee on the securities register maintained by or on behalf of Whiterock in respect of Whiterock Units accepted for purchase under the Offer, then (and, without prejudice to its rights under Section 4 of the Offer to Purchase, “Conditions of the Offer”): (i) in the case of any such cash Distribution that in an aggregate amount do not exceed the purchase price for each Whiterock Unit payable in cash, the amount of the Distribution will be received and held by the depositing Whiterock Unitholder for the account of Dundee until Dundee pays for such Whiterock Units, and to the extent that such Distributions do not exceed the purchase price for each Whiterock Unit payable by Dundee pursuant to the Offer the purchase price for each Whiterock Unit payable by Dundee pursuant to the Offer will be reduced by the amount of any such Distributions, and (ii) in the case of any such cash Distribution that in an aggregate amount exceeds the consideration for each Whiterock Unit payable in cash by Dundee pursuant to the Offer, or in the case of any non-cash Distribution, the whole of any such Distribution (and not simply the portion that exceeds the purchase price for each Whiterock Unit payable by Dundee under the Offer) will be received and held by the depositing Unitholder for the account of Dundee and will be promptly remitted and transferred by the depositing Whiterock Unitholder to the Depository for the account of Dundee, accompanied by appropriate documentation of transfer. Pending such remittance, Dundee will be entitled to all rights and privileges as the owner of any such Distribution and may withhold the entire purchase price payable by Dundee under the Offer or deduct from the consideration payable by Dundee under the Offer the amount or value thereof, as determined by Dundee in its sole discretion.

The declaration or payment of a Distribution may have tax consequences not described in Section 17 of the Dundee Circular, “Certain Canadian Federal Income Tax Considerations”.

10. Notices and Delivery

Without limiting any other lawful means of giving notice, and unless otherwise specified by applicable Laws, any notice to be given by Dundee or the Depository under the Offer will be deemed to have been properly given if it is mailed by first class mail, postage prepaid, to the registered Whiterock Unitholders (and to registered holders of Whiterock Convertible Securities) at their respective addresses as shown on the registers maintained by or on behalf of Whiterock in respect of the Whiterock Units or Whiterock Convertible Securities and will be deemed to have been received on the first business day following the date of mailing. For this purpose, “business day” means any day other than a Saturday, Sunday or statutory holiday in the jurisdiction to which the notice is mailed. These provisions apply notwithstanding any accidental omission to give notice to any one or more Whiterock Unitholders or holders of Whiterock Convertible Securities and notwithstanding any interruption of mail service in any relevant jurisdiction following mailing. Except as otherwise permitted by applicable Laws, in the event of any interruption or delay of mail service following mailing, Dundee intends to make reasonable efforts to disseminate the notice by other means, such as publication. Except as otherwise required or permitted by applicable Laws, if post offices in Canada are not open for the deposit of mail, any notice that Dundee or the Depository may give or cause to be given to Whiterock Unitholders under the Offer will be deemed to have been properly given and to have been received by Whiterock Unitholders if (i) it is given to the TSX for dissemination through its facilities, (ii) it is published once in the national edition of *The Globe*

and *Mail* or *The National Post* and in *La Presse* in the Province of Québec, or (iii) it is given to the Canada News Wire Service for dissemination through its facilities.

The Offer to Purchase and Dundee Circular and accompanying Letter of Transmittal and Notice of Guaranteed Delivery will be mailed to registered Whiterock Unitholders (and to registered holders of Whiterock Convertible Securities) by first class mail, postage prepaid or made in such other manner as is permitted by applicable Laws and Dundee will use its reasonable efforts to furnish such documents to brokers, dealers, financial institutions and other intermediaries whose names, or the names of whose nominees, appear in the registers maintained by or on behalf of Whiterock in respect of the Whiterock Units or, if security position listings are available, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to the beneficial owners of Whiterock Units where such listings are received.

These securityholder materials are being sent to both registered and non-registered owners of securities. If you are a non-registered owner, and Dundee or its agent has sent these materials directly to you, your name and address and information about your holdings of securities of Whiterock have been obtained in accordance with applicable regulatory requirements from the intermediary holding such Whiterock securities on your behalf.

Wherever the Offer calls for documents to be delivered by or on behalf of a Whiterock Unitholder to the Depository, such documents will not be considered delivered unless and until they have been physically received at the Toronto, Ontario office of the Depository specified in the Letter of Transmittal or Notice of Guaranteed Delivery, as applicable.

11. Mail Service Interruption

Notwithstanding the provisions of the Offer, the Dundee Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery, cheques and any other relevant document will not be mailed if Dundee determines that delivery thereof by mail may be delayed. Persons entitled to cheques or any other relevant documents that are not mailed for the foregoing reason may take delivery thereof at the office of the Depository to which the deposited certificates for Whiterock Units were delivered until such time as Dundee has determined that delivery by mail will no longer be delayed. Dundee shall provide notice of any such determination not to mail made under this Section 11 as soon as reasonably practicable after the making of such determination and in accordance with Section 10 of the Offer to Purchase, "Notices and Delivery". Notwithstanding Section 6 of the Offer to Purchase, "Take-Up of and Payment for Deposited Whiterock Units", cheques and any other relevant documents not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are available for delivery to the depositing Whiterock Unitholder at the Toronto, Ontario, office of the Depository.

12. Market Purchases and Sales of Whiterock Units

Dundee reserves the right to acquire beneficial ownership of Whiterock Units (other than under the terms of the Offer) or Whiterock Convertible Securities. Any such purchases shall be made in accordance with section 2.2(3) of MI 62-104 and section 2.1 of OSC Rule 62-504 and any other applicable Laws, which require that:

- (a) the aggregate number of Whiterock Units beneficially acquired does not exceed 5% of the outstanding Whiterock Units as of the date of the Offer, calculated in accordance with applicable Laws;
- (b) the purchases are made in the normal course through the facilities of the TSX;

- (c) Dundee issues and files a news release containing the information required under applicable Laws immediately after the close of business of the TSX on each day in which Whiterock Units have been purchased; and
- (d) the broker involved in such trades provides only customary broker services and receives only customary fees or commissions, and no solicitation is made by Dundee, the seller or their agents.

Although Dundee has no present intention to sell Whiterock Units taken-up under the Offer, Dundee reserves the right to make or enter into arrangements, commitments or understandings at or prior to the Expiry Time to sell any of such Whiterock Units after the Expiry Time, subject to applicable Laws and to compliance with section 2.7(2) of MI 62-104 or section 93.4(2) of the Securities Act, as applicable.

13. Special Distribution

The current taxation year of Whiterock will be deemed to end following the transfer of the Whiterock Assets to Dundee, giving rise to a short taxation year for Whiterock (as well as for Dundee). If, based on bona fide estimates, Whiterock determines that its undistributed taxable income for this short taxation year exceeds prior distributions made to Whiterock Unitholders in that period, Whiterock will pay a special distribution to Whiterock Unitholders, at least one business day prior to the Closing Date, to ensure that Whiterock will not be liable for tax under Part I of the Tax Act for this short taxation year. Dundee will make a similar special distribution to Dundee Unitholders, if necessary.

14. Other Terms of the Offer

- (a) The Offer and all contracts resulting from acceptance of the Offer shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party to a contract resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- (b) Dundee reserves the right to transfer to one or more affiliates of Dundee the right to purchase all or any portion of the Whiterock Units deposited pursuant to the Offer, but any such transfer will not relieve Dundee of its obligation under the Offer and will in no way prejudice the rights of persons depositing Whiterock Units to receive payment for Whiterock Units validly deposited and accepted for payment under the Offer.
- (c) In any jurisdiction in which the Offer is required to be made by a licensed broker or dealer, the Offer shall be made on behalf of Dundee by brokers or dealers licensed under the Laws of such jurisdiction.
- (d) No broker, dealer or other person has been authorized to give any information or make any representation on behalf of Dundee not contained herein or in the accompanying Dundee Circular and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer or other person shall be deemed to be the agent of Dundee, Whiterock, the Depositary or the Information and Proxy Solicitation Agent for the purpose of the Offer.
- (e) The provisions of the Dundee Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery accompanying the Offer, including the instructions contained therein, as applicable, form part of the terms and conditions of the Offer.
- (f) The provisions of the Glossary, the Dundee Circular and the Letter of Transmittal accompanying the Offer, including the instructions contained therein, as applicable, form part of the terms and conditions of the Offer to Purchase.

- (g) Dundee, in its sole discretion, shall be entitled to make a final and binding determination of all questions relating to the interpretation of the terms and conditions of the Offer to Purchase, the Dundee Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery, the validity of any acceptance of the Offer, the validity of any elections and the validity of any withdrawals of Whiterock Units.
- (h) The Offer to Purchase and the Dundee Circular do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made or directed to, nor will deposits of Whiterock Units be accepted from or on behalf of, Whiterock Unitholders residing in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, Dundee may, in Dundee's sole discretion, take such action as Dundee may deem necessary to make the Offer in any jurisdiction and extend the Offer to Whiterock Unitholders in any such jurisdiction.

The Offer to Purchase and the accompanying Dundee Circular together constitute the take-over bid circular required under Canadian securities legislation with respect to the Offer. Whiterock Unitholders are urged to refer to the accompanying Dundee Circular for additional information relating to the Offer.

Dated: January 26, 2012

DUNDEE REAL ESTATE INVESTMENT TRUST

(Signed) Michael J. Cooper
Vice Chairman and Chief Executive Officer



DUNDEE REAL ESTATE INVESTMENT TRUST
CIRCULAR
IN CONNECTION WITH THE OFFER TO PURCHASE

January 26, 2012

*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

DUNDEE CIRCULAR

This Dundee Circular is furnished in connection with the accompanying Offer dated January 26, 2012 by Dundee to purchase all of the issued and outstanding Whiterock Units. The terms and conditions of the Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery are incorporated into and form part of this Dundee Circular. Whiterock Unitholders should refer to the Offer to Purchase for details of the terms and conditions of the Offer, including details as to payment and withdrawal rights. Unless the context otherwise requires, terms used but not defined in this Dundee Circular have the respective meanings given to them in the accompanying Glossary.

The information concerning Whiterock contained in the Offer to Purchase and the Dundee Circular has been taken from or is based solely upon information provided by Whiterock and publicly available documents and records on file with Canadian securities regulatory authorities and other public sources available at the time of the Offer. Although Dundee has no knowledge that would indicate that any statements contained herein and taken from or based on such information are untrue or incomplete, neither Dundee nor any of its officers or trustees assumes any responsibility for the accuracy or completeness of such information or for any failure by Whiterock to disclose events or facts that may have occurred or that may affect the significance or accuracy of any such information but that are unknown to Dundee. Unless otherwise indicated, information concerning Dundee is given as of January 25, 2012.

1. Dundee

Dundee is an unincorporated, open-ended real estate investment trust created by a declaration of trust dated May 9, 2003, as amended and restated (the “**Dundee Declaration of Trust**”) and is governed by the laws of the Province of Ontario. Dundee is a “mutual fund trust” as defined in the Tax Act, but is not a “mutual fund” within the meaning of applicable Canadian securities Laws. The head office of Dundee is located at 30 Adelaide Street East, Suite 1600, Toronto, Ontario, M5C 3H1.

Dundee provides high quality, affordable business premises, with a focus on mid-sized urban and suburban office and industrial properties in key markets across Canada. At December 31, 2011, Dundee’s portfolio totalled approximately 18.9 million square feet of gross leasable area across Canada. The office real estate properties include ownership interests in 118 properties totalling approximately 15.3 million square feet located in Halifax, Montréal, Ottawa, Kitchener-Waterloo, Toronto, Saskatoon, Regina, Calgary, Edmonton, Vancouver and Yellowknife. The industrial real estate properties include 54 properties totalling approximately 3.7 million square feet, located in Calgary, Edmonton, Toronto, London, Ottawa, Montréal and Halifax.

The objectives of Dundee are (i) to manage its business in order to provide growing cash flow and stable and sustainable returns; (ii) to build a diversified, growth-oriented portfolio of office and industrial properties in Canada, based on an established platform; (iii) to provide predictable and sustainable cash distributions to Dundee Unitholders and prudently manage distributions over time; and (iv) to maintain a REIT that satisfies the REIT Exception under SIFT Legislation in order to provide certainty to Dundee Unitholders with respect to taxation of distributions.

A description of the activities of Dundee, the Dundee Units being offered hereunder, certain constraints imposed on the ownership of Dundee Units, and other relevant aspects of Dundee’s organization and structure is contained in the Dundee AIF, which is incorporated by reference herein.

2. Whiterock

Whiterock is an unincorporated, open-ended real estate investment trust created by a declaration of trust dated May 17, 2005, as amended and restated (the “**Whiterock Declaration of Trust**”) and is governed under the laws of the Province of Manitoba. Whiterock is a “mutual fund trust” as defined in the Tax Act, but is not a “mutual fund” within the meaning of Applicable Securities Laws. The head office of Whiterock is located at 401 The West Mall, Suite 1000, Toronto, Ontario, M9C MJ5.

Whiterock provides high-quality office, retail, and industrial property in Canada. As at September 30, 2011, Whiterock’s portfolio totalled approximately 7.1 million square feet of gross leasable area across Canada. The office real estate properties include 52 properties totalling approximately 4.6 million square feet, located in British Columbia, Alberta, Saskatchewan, Ontario, Québec, New Brunswick, Nova Scotia and Kansas, United States. The retail real estate properties include ten properties totalling approximately 0.4 million square feet, located in British Columbia, Alberta, Saskatchewan, Ontario, Prince Edward Island and Nova Scotia. The industrial real estate properties include seventeen properties totalling approximately 2.1 million square feet, located in Saskatchewan, Alberta, Ontario, Québec, Nova Scotia, New Brunswick and Tennessee, United States.

The objective of Whiterock is to create sustainable and increasing unitholder value over the long term by: (i) acquiring high-quality and accretive income-producing commercial properties in major markets; (ii) increasing property revenue while decreasing operating expenses; (iii) limiting capital expenditures and leasing costs; and (iv) improving tenant satisfaction and the overall physical condition of the assets.

A description of the activities of Whiterock, and its assets is contained in the sections of Whiterock AIF which are incorporated by reference herein. See Section 26 of the Dundee Circular “Documents Incorporated by Reference”.

3. Certain Information Concerning Securities of Whiterock

Capital of Whiterock

The authorized capital of Whiterock consists of an unlimited number of Whiterock Units.

Dundee estimates that, assuming the exercise, exchange or conversion of all Whiterock Convertible Securities (including “out-of-the-money” Whiterock Convertible Securities), 40,100,112 Whiterock Units would be subject to the Offer.

Price Range and Trading Volume of Whiterock Units

The Whiterock Units are traded on the TSX. On January 16, 2012, being the last trading day on the TSX prior to the announcement of the Dundee’s intention to make the Offer, the closing price on the TSX of the Whiterock Units was \$14.30 on the TSX. The following table sets forth, for the periods indicated, the reported high and low daily closing prices and the aggregate volume of trading of the Whiterock Units on the TSX:

	Trading of Whiterock Units on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	14.50	13.31	1,235,076
February	14.49	13.86	753,496
March	14.21	12.31	1,197,061
April	13.85	13.41	745,879
May	13.96	13.56	1,072,768
June	13.80	13.09	1,309,257
July	13.24	12.76	1,065,669
August	12.95	10.02	2,596,858
September	13.30	11.82	1,791,741
October	13.20	10.45	1,860,969
November	13.49	12.35	1,371,484
December	13.50	12.80	1,820,399
2012			
Up to January 16, 2012	14.30	13.20	1,053,606

Price Range and Trading Volume of Whiterock Debentures

The Whiterock Convertible Debentures are traded on the TSX under the trading symbols “WRK.DB.F”, “WRK.DB.G” and “WRK.DB.H”. The following tables set forth for the period indicated, the reported high and low daily closing prices and trading volumes of these debentures on the TSX for each month of last 12-month period.

WRK.DB.F

	Trading of Whiterock Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	108.88	102.50	410
February	108.78	105.00	14,790
March	106.00	102.75	2,170
April	105.00	103.50	3,630
May	104.56	102.96	3,330
June	102.00	101.25	250
July	101.50	101.25	720
August	100.00	99.50	390
September	100.00	100.00	300
October	102.00	98.00	1,630
November	101.51	100.01	1,360
December	102.05	101.68	530
2012			
Up to January 16, 2012	—	—	—

WRK.DB.G

	Trading of Whiterock Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	164.90	150.00	10,180
February	165.41	161.00	7,410
March	161.00	145.00	2,680
April	158.00	155.00	1,350
May	160.00	155.88	2,440
June	154.40	150.00	2,150
July	151.30	146.70	2,320
August	147.00	130.84	1,250
September	150.00	137.75	6,060
October	146.54	131.26	1,090
November	153.15	141.01	930
December	154.40	146.92	1,600
2012			
Up to January 16, 2012	160.01	151.95	1,250

WRK.DB.H

	Trading of Whiterock Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	—	—	—
February	—	—	—
March	—	—	—
April	—	—	—
May	—	—	—
June	—	—	—
July	—	—	—
August	—	—	—
September	—	—	—
October	—	—	—
November	—	—	—
December	99.40	97.16	16,570
2012			
Up to January 16, 2012	101.21	99.50	15,630

4. Background to the Offer and the Acquisition

The provisions of the Transaction Agreement are a result of arm's length negotiations conducted between representatives of Whiterock and Dundee and their respective advisors. The following is a summary of the significant events that preceded the execution and public announcement of the Transaction Agreement.

For several years, Dundee has had an interest in Whiterock and regarded the business of Whiterock as a highly strategic and complementary "fit" with its own business. From time to time, Dundee executives have held informal discussions with Whiterock executives about the benefits of a combination and the possibility of pursuing

a transaction. Although those informal discussions never advanced beyond the preliminary stage for various reasons, Dundee has continued to monitor Whiterock's business and independently evaluate opportunities with respect to potentially acquiring Whiterock. In December 2011, Dundee conducted a preliminary internal analysis of Whiterock based upon publicly available information and its knowledge of the Canadian real estate industry. In addition, Dundee retained legal and financial advisors to further assist in its evaluation of a potential acquisition opportunity involving Whiterock.

On December 21, 2011, Michael Cooper, the Vice Chairman and Chief Executive Officer of Dundee, and Jason Underwood, Chief Executive Officer of Whiterock, discussed a possible combination transaction involving Dundee and Whiterock.

Mr. Cooper expressed Dundee's interest in pursuing a combination transaction with Whiterock and advised that, to that end, Dundee and its advisors were prepared to begin work immediately. Following that discussion, Dundee contacted The Toronto-Dominion Bank to discuss financing arrangements in respect of the cash portion of the consideration to be offered to Whiterock Unitholders pursuant to the Transaction.

Later on December 21, 2011, as a follow up to the discussion between Mr. Cooper and Mr. Underwood, Dundee submitted a non-binding expression of interest addressed to Mr. Oswald Pedde, Chairman of the Board of Trustees of Whiterock, and Mr. Underwood in respect of an acquisition of all of the units of Whiterock, subject to, among other things, the satisfactory completion of confirmatory due diligence in respect of Whiterock, the approval of Dundee's Trustees, and the negotiation of a definitive agreement with Whiterock and lock-up or voting support agreements with Whiterock's trustees and executive officers. The non-binding expression of interest set forth an indicative cash price of \$15.75 per Whiterock Unit, representing a 21.4% premium over the 20-day volume weighted average trading price of the Whiterock units, and proposed a period of exclusivity during which time a "due diligence" investigation would be completed by Dundee and its advisors.

On December 29, 2011, Mr. Cooper was advised that the Whiterock Trustees had met to consider Dundee's expression of interest and were not prepared to consider a transaction at \$15.75 per Whiterock Unit.

Between December 29, 2011 and January 2, 2012, various discussions were held between representatives of Dundee and representatives of Whiterock regarding the terms of Dundee's expression of interest.

On January 2, 2012, in light of those discussions, Dundee submitted a revised non-binding expression of interest to Whiterock which set forth an indicative price of \$16.00 per Whiterock Unit (at least 1/3 of which would be satisfied by the issuance of Dundee units and the balance in cash) and a period of exclusivity until January 22, 2012 during which Dundee had the exclusive right to negotiate a transaction with Whiterock. Following submission of the non-binding expression of interest, representatives of Dundee and representatives of Whiterock continued their discussions to clarify some of the terms of Dundee's expression of interest and negotiate the terms of a confidentiality agreement. Whiterock's representatives indicated that Dundee should be prepared to seek any necessary third party consents prior to signing a definitive agreement with Whiterock.

On the morning of January 3, 2012, Dundee resubmitted its non-binding expression of interest to Whiterock, which clarified some of the terms of its expression of interest but did not change the price or period of exclusivity set out in the expression of interest it had submitted to Whiterock on January 2, 2012. This expression of interest remained subject to, among other things, confirmatory due diligence, approval of the Dundee Trustees and the

negotiation of definitive agreements. The expression of interest also indicated that Whiterock and Dundee would identify the required third party consents during the confirmatory due diligence period and determine whether to seek any such consents before signing a definitive agreement. Concurrently with its expression of interest, Dundee delivered to Whiterock an executed confidentiality agreement which contained, among other things, a standstill provision restricting Dundee from acquiring any units of Whiterock for a period of 12 months except in limited circumstances.

On January 3, 2012, Whiterock agreed to a period of exclusive negotiations to January 22, 2012 as set out in Dundee's non-binding letter of intent, and Dundee and Whiterock entered into a confidentiality agreement allowing Dundee and its advisors to receive confidential information in connection with Dundee's consideration of a possible acquisition of Whiterock.

Beginning on January 3, 2012, Whiterock facilitated a due diligence review of its business and assets by Dundee and its financial, legal, accounting, tax and other advisors. Over the next nine days, a number of formal and informal meetings took place between Whiterock and its advisors and Dundee and its advisors, during which information regarding Whiterock and its business, including financial forecasts, budgets, expense breakdowns, engineering reports, environmental reports, lease abstracts, loan documentation, joint venture arrangements, and other information, was provided to Dundee.

On January 5, 2012, the Dundee Trustees met to discuss a possible combination transaction involving Dundee and Whiterock. Following presentations to the board by senior management and by TD Securities Inc., financial advisor to the asset manager of Dundee, the Dundee Trustees authorized senior management to continue negotiations with Whiterock on the terms set out in Dundee's non-binding expression of interest.

On January 12, 2012, representatives of Dundee met with representatives of ROI, a co-owner with Whiterock in respect of a number of Whiterock's properties, to determine whether ROI would be prepared to consent to and waive its rights in respect of a transaction between Dundee and Whiterock.

A draft transaction agreement and form of voting agreement was provided by Dundee to Whiterock late in the evening of January 13, 2012. Dundee also provided a draft consent and waiver to ROI on January 13, 2012. On January 15, 2012, Dundee, Whiterock and their respective advisors met twice to extensively negotiate the terms of the transaction agreement to be entered into between Dundee and Whiterock and the voting agreements to be entered into between Dundee and each of the Whiterock Trustees and executive officers of Whiterock. Whiterock and Dundee continued their extensive negotiations of the terms of the transaction agreement and voting agreements into the evening of January 15, 2012. Negotiation of the terms of the transaction agreement continued through the day on January 16, 2012, including in respect of the cash offer price and the Exchange Number of Dundee Units for Whiterock Units to be offered to the Whiterock Unitholders.

The Dundee Trustees also met in the morning of January 16, 2012 to consider the terms of the transaction and the transaction agreement. Following presentations to the board by senior management, and after consulting with senior management, legal counsel and their financial advisors, the Dundee Trustees authorized senior management to proceed with the proposed transaction on the terms discussed with the Dundee Trustees, including an offer price of up to \$16.25 per Whiterock Unit and an exchange number based on the 10-day volume weighted average price of the Dundee Units.

Following the meeting of the Dundee Trustees, further discussions were held on January 16, 2012 between Dundee, Whiterock and their respective financial advisors regarding the final terms of the transaction while

counsel to the parties discussed the final terms of the transaction agreement. Dundee proposed a final offer price of \$16.25 in cash (up to a maximum of \$360 million) or 0.4729 Dundee Units per Whiterock Unit. The increase in the final offer price accounted for the fact that the closing market price of the Whiterock Units had increased from \$13.46 per Whiterock Unit on the day Dundee first submitted its expression of interest to Whiterock to \$14.30 per Whiterock Unit on January 16, 2012.

Dundee understands that, during the evening of January 16, 2012, the Whiterock Special Committee received an update on the legal terms of the transaction agreement and voting agreements and a verbal opinion from its Financial Advisor, to the effect that, as of the date of such opinion and subject to the assumptions, limitations and qualifications in such opinion, the consideration to be offered to Whiterock Unitholders pursuant to the transaction agreement is fair, from a financial point of view, to Whiterock Unitholders. The Whiterock Special Committee determined to recommend approval of the transaction to the Whiterock Trustees. Later that day, Whiterock advised Dundee that after a thorough and complete discussion, the Whiterock Trustees, based upon, among other things, the recommendation of the Whiterock Special Committee and consultation with its outside legal counsel and financial advisor had approved the entering into of the transaction agreement and the making of a recommendation that Whiterock Unitholders accept the Offer and vote for the Acquisition Resolution.

Also in the evening of January 16, 2012, ROI provided its consent and waived its rights in respect of the transaction. Dundee also received a commitment letter from The Toronto-Dominion Bank.

Late in the evening of January 16, 2012, Dundee received executed voting agreements from the trustees and executive officers of Whiterock and entered into the Transaction Agreement with Whiterock. Dundee and Whiterock issued a joint press release before markets opened on January 17, 2012 announcing the Transaction.

5. Purpose of the Offer and the Acquisition

The Offer and the Acquisition form the principal parts of the Contemplated Transactions which have been designed to result in, among other things, Dundee acquiring all of the Whiterock Assets.

The Transaction has been structured in order to, among other things, provide flexibility for each Whiterock Unitholder resident in Canada within the meaning of the Tax Act to achieve the desired tax consequences between the alternatives of: (i) depositing such holder's Whiterock Units to the Offer, with such sale of Whiterock Units for Dundee Units and/or cash being treated as a taxable disposition for Canadian income tax purposes; or (ii) retaining such holder's Whiterock Units with the subsequent redemption of Whiterock Units on the completion of the Acquisition being effected on a tax-deferred "rollover" basis for Canadian income tax purposes so as to defer the realization of any gain (or loss) for Canadian income tax purposes until such holder disposes of the Dundee Units received by him or her pursuant to the Acquisition. See Section 17 of the Dundee Circular, "Certain Canadian Federal Income Tax Considerations".

The Offer

The effect of the Offer is to give to all Whiterock Unitholders that are residents of Canada the opportunity to receive consideration per Whiterock Unit, at the option of the Whiterock Unitholder, of either:

- (a) \$16.25 cash, subject to pro-ration on the terms described herein; **or**
- (b) 0.4729 Dundee Units, subject to pro-ration on the terms described herein,

as elected by the Whiterock Unitholder in the applicable Letter of Transmittal or Notice of Guaranteed Delivery.

A deposit to the Offer is NOT a vote for the Acquisition.

Whiterock Unitholders who support the Acquisition (including Whiterock Unitholders who accept the Offer) should indicate their approval of the Acquisition Resolution by completing and returning the form of proxy (which is printed on BLUE paper) provided in connection with the Whiterock Unitholder Meeting instructing the proxyholder to vote their Whiterock Units for the Acquisition Resolution at the Whiterock Unitholders Meeting.

Whiterock Unitholders that are residents of Canada wishing to accept the Offer may elect the Cash Option or the Unit Option in respect of their Whiterock Units, provided that the Cash Option and the Unit Option shall be subject to pro-rata if more than 22,153,846 Whiterock Units are deposited to the Offer pursuant to the Cash Option or the number of Whiterock Units deposited to the Offer pursuant to the Unit Option, together with the number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed) plus the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities outstanding at the Closing Time, exceeds 36,855,299, as applicable. The Letter of Transmittal and Notice of Guaranteed Delivery in respect of the Offer accompanying the Offer to Purchase and the Dundee Circular set forth the manner in which such election may be made.

Based on the Cash Option of \$16.25 for each Whiterock Unit, the Offer represents a premium of approximately 20% to the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012, the last trading day prior to the announcement of the Transaction.

The obligation of Dundee to take-up and pay for Whiterock Units pursuant to the Offer is subject to certain conditions. See Section 4 of the Offer, "Conditions of the Offer".

The Acquisition

The acquisition (the "**Acquisition**") involves: (i) at the Closing Time, Whiterock selling, transferring, conveying, assigning and delivering all or substantially all of the assets of Whiterock to the Whiterock Limited Partnership in consideration for limited partnership units of Whiterock Limited Partnership; and (ii) the sale by Whiterock of all of the Whiterock Assets to Dundee in consideration for cash, the assumption by Dundee of all of Whiterock's liabilities, and the issuance by Dundee to Whiterock of Dundee Units. Each of the issued and outstanding Whiterock Units (except possibly, for certain Whiterock Units to be held by Dundee upon completion of the Offer) will then be redeemed by Whiterock in consideration for the Exchange Number of Dundee Units.

To the extent that cash is pro-rated under the Offer, any Whiterock Units not taken-up for cash pursuant to the Cash Option will be automatically withdrawn (without any further action by the depositing Whiterock Unitholder) with the result that such Whiterock Units will be redeemed by Whiterock on a tax deferred "rollover" basis for Canadian income tax purposes under the Acquisition, unless the depositing Whiterock Unitholder elects in the Letter of Transmittal not to withdraw such Whiterock Units and therefore have the remainder of his or her Whiterock Units taken-up by Dundee in consideration for the Exchange Number of Dundee Units for each Whiterock Unit on a taxable basis for Canadian income tax purposes under the Offer. See Section 7 of the Offer to Purchase, "Withdrawal of Deposited Whiterock Units". The Offer and the Acquisition are together referred to as the "**Transaction**".

To the extent that Dundee Units are pro-rated under the Offer, any Whiterock Units not taken-up for Dundee Units pursuant to the Unit Option will be taken-up in consideration for cash.

Voting Agreements and Other Arrangements

On January 16, 2012, Dundee entered into voting agreements (the “**Voting Agreements**”) with each of the Whiterock Trustees and executive officers of Whiterock, being Frank Bucys, Gregory Guido, Emerson Hughes, Kursat Kacira, Nick Kanji, Oswald Pedde and Jason Underwood (collectively, the “**Supporting Whiterock Unitholders**”) which provide that, subject to certain conditions, the Supporting Whiterock Unitholders will vote all their Whiterock Units, respectively (representing in aggregate approximately 2.7% of the currently issued and outstanding Whiterock Units) for the Acquisition Resolution. The Supporting Whiterock Unitholders have also agreed to vote against any action that would reasonably be expected to impede, interfere with or delay the completion of the Transaction and not to requisition any meeting of Whiterock Unitholders, except to facilitate the completion of the Transaction. The Supporting Whiterock Unitholders have further agreed to terminate any pending discussions regarding an alternative transaction and not to solicit or encourage any offers from third parties for the acquisition of its Whiterock Units.

Order of Transactions; Special Distribution

It is intended that the take-up of Whiterock Units under the Offer will occur after approval of the Acquisition Resolution and prior to effecting the Acquisition. Whiterock’s and Dundee’s objective is to complete the Acquisition (including the subsequent distribution of Dundee Units to Whiterock Unitholders upon the redemption of the outstanding Whiterock Units) as soon as practicable following the take-up under the Offer so as to provide the most consistent treatment possible to all Whiterock Unitholders, whether they are receiving Dundee Units and/or cash under the Offer or Dundee Units in connection with the Acquisition. The Transaction is currently expected to be completed on or about March 2, 2012, subject to the satisfaction (or waiver) of the conditions to the Transaction. See Section 4 of the Offer to Purchase, “Conditions of the Offer” and Section 9 of the Dundee Circular, “Transaction Agreement – Conditions to Closing”.

The current taxation year of Whiterock will be deemed to end following the transfer of the Whiterock Assets to Dundee, giving rise to a short taxation year for Whiterock (as well as for Dundee). If, based on bona fide estimates, Whiterock determines that its undistributed taxable income for this short taxation year exceeds prior distributions made to Whiterock Unitholders in that period, Whiterock will pay a special distribution to Whiterock Unitholders, at least one business day prior to the Closing Date, to ensure that Whiterock will not be liable for tax under Part I of the Tax Act for this short taxation year. Dundee will make a similar special distribution to Dundee Unitholders, if necessary.

Following the taking up of Whiterock Units under the Offer by Dundee, subject to the terms and conditions of the Transaction Agreement: (i) Whiterock shall take all steps as may be necessary to consolidate the issued and outstanding Whiterock Units such that each issued and outstanding Whiterock Unit shall thereafter represent the Exchange Number of Whiterock Units (the “**Whiterock Unit Consolidation**”), provided that the Whiterock Unit Consolidation shall become effective at the Closing Time; and (ii) Dundee will acquire from Whiterock, and Whiterock will sell to Dundee, all of the Whiterock Assets. The Whiterock Unit Consolidation will not affect the consideration to be received by Whiterock Unitholders pursuant to the Offer or the Acquisition.

In consideration of the sale and transfer of the Whiterock Assets as provided above, at the Closing Time, Dundee will pay to Whiterock an amount equal to (i) \$16.25 multiplied by the number of Whiterock Units outstanding immediately prior to the Closing Time, plus (ii) the principal and accrued interest of the Whiterock

Convertible Debentures, Whiterock Series K Debentures and Whiterock Series L Debentures outstanding as of the Closing Time, plus (iii) the amount of any liabilities of Whiterock in addition to the Whiterock Convertible Debentures, Whiterock Series K Debentures and Whiterock Series L Debentures, to be satisfied by:

- (a) the issuance of 17,428,871 (or such lesser number as the parties agree) Dundee Units (the “**Dundee Payment Units**”);
- (b) assuming the obligation for the due and punctual payment of all of the Whiterock Convertible Debentures as co-obligor with Whiterock and agreeing to perform all of the covenants of Whiterock under the Whiterock Convertible Debentures as the successor to Whiterock by the execution and delivery of the Whiterock Convertible Debenture Supplemental Indenture;
- (c) assuming the obligation for the due and punctual payment of all of the Whiterock Series K Debentures and Whiterock Series L Debentures as co-obligor with Whiterock and agreeing to perform all of the covenants of Whiterock under the Whiterock Series K Debentures and Whiterock Series L Debentures as the successor to Whiterock by the execution and delivery of the Whiterock Unsecured Debenture Supplemental Indenture;
- (d) assuming any liabilities of Whiterock other than the Whiterock Convertible Debentures, Whiterock Series K Debentures and Whiterock Series L Debentures; and
- (e) paying the balance in cash and for the purpose of calculating such amount, a Dundee Unit shall have a value of \$16.25 divided by the Exchange Number.

Forthwith and in any event within 60 days after completion of the transactions referred to above, Whiterock is required to cause all of the outstanding Whiterock Units (other than such number of Whiterock Units then held by Dundee as shall be determined by Dundee, provided that in no event will less than substantially all of the Whiterock Units be redeemed) to be redeemed without further action by the Whiterock Unitholders in consideration for the distribution of all of the Dundee Payment Units (subject to the following paragraph) to all Whiterock Unitholders (including Dundee as a result of the acceptance of the Offer) on the basis of one Dundee Unit for each one post-consolidation Whiterock Unit.

In order to distribute fractional Dundee Payment Units, Whiterock is required to distribute to the Depository, as agent for the Whiterock Unitholders, such number of Dundee Payment Units (the “**Remaining Dundee Payment Units**”) as represents the sum of the fractional Dundee Payment Units to which the Whiterock Unitholders are entitled, rounded down to the next whole number of Dundee Payment Units, and the Depository, as agent for the Whiterock Unitholders, will, as expeditiously as is commercially reasonable thereafter, sell the Remaining Dundee Payment Units through the facilities of the TSX and pay the net proceeds of such sales, after brokerage sales commissions, to those Whiterock Unitholders who are entitled to receive a fractional Dundee Payment Unit based on their respective entitlements to Remaining Dundee Payment Units, less any applicable withholding taxes and without interest.

Upon receipt by Dundee of any Dundee Payment Units, such Dundee Payment Units will be immediately cancelled by Dundee without the payment of any consideration.

Whiterock Unitholders who are non-residents of Canada will have any Dundee Units to which they would otherwise be entitled issued to the Depository, which will, as their agent, and as expeditiously as is commercially reasonable thereafter, sell such Dundee Units through the facilities of the TSX and pay the net proceeds of such sales, after brokerage sales commissions, to those non-resident Whiterock Unitholders based on their respective entitlements to such Dundee Units, less any applicable withholding taxes and without interest.

Dundee and Whiterock intend to jointly elect to have section 132.2 of the Tax Act (and similar provincial legislation) apply with respect to the Acquisition. Dundee and Whiterock, each acting reasonably, will jointly determine the elected amounts for the Whiterock Assets and the designated order of the disposition of the depreciable properties forming part of the Whiterock Assets.

Dundee will be required to pay all transfer taxes and other governmental charges in connection with the purchase of the Whiterock Assets, and the parties will file such tax elections as they determine are appropriate.

It is expected that after completion of the Acquisition, Dundee will transfer the Whiterock Assets to a Subsidiary of Dundee in a post-Closing transaction.

6. Reasons to Accept the Offer

Whiterock Unitholders that are residents of Canada should consider the following factors in making their decision to accept the Offer.

Reasons to Accept the Cash Option

Significant Premium

The all-cash purchase price under the Cash Option represents a premium of approximately 20% to the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012, the last trading day prior to the announcement of the Transaction.

Certainty of Value and Immediate Liquidity

The consideration under the Cash Option provides the Whiterock Unitholders with certainty of value and immediate liquidity, and removes the risks associated with the continued ownership of Whiterock Units.

Fully Financed Cash Offer

The Offer is not subject to any financing conditions. Dundee has arranged for a financing commitment to fund the entire consideration payable for the Whiterock Units.

Reasons to Accept the Unit Option

Participation in Future Upside of the Combined Entity

Whiterock Unitholders electing the Unit Option have the opportunity to participate in the future upside of Dundee. Dundee is currently the sixth largest REIT (as indicated by market capitalization) in Canada. With the completion of this Transaction, Dundee will be the fourth largest REIT by market capitalization in Canada. The increased scale and diversification will provide greater financial stability in volatile economic conditions and is expected to result in further improvement to Dundee's cost of capital, affording it the ability to grow and conduct its business even more cost effectively. In addition, the Transaction is being completed at a price that is accretive for Dundee. The acquisition of Whiterock is expected to enhance Dundee's profile by providing it with the benefits described below. The benefits are based on market and business conditions existing as of the date hereof and reflect the management of Dundee's best estimate of the effects of the Transaction. **There can be no assurance that these benefits will ultimately be achieved.**

Enhanced Size and Diversification – The combination of Dundee and Whiterock will create one of the largest owners and managers of high-quality and affordable office and industrial real estate in Canada, owning interests

in over 27.1 million square feet of gross leasable area across the country. Dundee is currently the sixth largest REIT in Canada by market capitalization. Upon the completion of the Transaction, it will be the fourth largest REIT by market capitalization. Dundee's real estate portfolio will span major Canadian cities from coast to coast, including a presence in nine of the top ten real estate markets, with significant holdings in the Greater Toronto Area. The complementary nature of the two real estate portfolios will enhance Dundee's property offerings in existing markets and establish a presence in new markets. The increase in the scale of operations, and the improved geographic and demographic diversification, is expected to provide greater financial stability and further improve Dundee's cost of capital.

Dundee's Strong Performance Record – Whiterock Unitholders who receive Dundee Units under the Offer or pursuant to the Acquisition will have the opportunity to participate in the future upside potential of the combined REIT. Dundee's management team has delivered excellent performance to the Dundee Unitholders in recent years while expanding its high quality real estate portfolio. Dundee Unitholders have enjoyed solid returns on their investment as Dundee Units have generated a total return of approximately 246% over the three year period ended December 31, 2011, assuming the reinvestment of distributions into Dundee Units.

Attractive investment, experienced management, opportunity for growth – Dundee's management team has worked together for many years and has a long and successful track record for creating value. Dundee's total 10-year cumulative unitholder return is over 425% and its three year return is 265%. Over the three year period ended December 31, 2011, Dundee has issued \$1.3 billion of equity at prices increasing from \$18.35 to \$32.75 per Dundee Unit and has completed approximately \$3.0 billion of accretive property acquisitions. During this time, its unit price has risen from \$12.60 to over \$35.00 as at January 16, 2012, the day before the Transaction was announced, a 178% increase. The Management Team is highly disciplined and has demonstrated a strong focus on maintaining a conservative and flexible balance sheet.

Enhanced Liquidity – It is expected that Whiterock Unitholders electing the Unit Option will also enjoy substantially greater liquidity once the Transaction is complete. Based on the closing price of \$35.07 for a Dundee Unit on the TSX on January 16, 2012, the last day on which the Whiterock Units and the Dundee Units traded prior to the public announcement of the Transaction Agreement, the combined REIT would have a market capitalization of approximately \$2.7 billion and assuming \$360 million is paid out under the Cash Option of the Offer) and will be the fourth largest REIT in Canada, as measured by market capitalization. The increased market capitalization may broaden Dundee's ownership by institutional investors and the combined entity may benefit from stronger access to capital.

Better Geographic Diversity for Whiterock Unitholders – The following tables set out Whiterock's current geographic distribution of gross leasable area and the pro forma distribution of gross leasable property for Dundee following the Transaction that management of Dundee expects:

Whiterock Gross Leasable Property			Dundee Pro Forma Gross Leasable Property		
Region	Square Feet	%	Region	Square Feet	%
Eastern Canada	2,677,115	36%	Eastern Canada	7,173,282	27%
Great Toronto Area	2,388,581	32%	Greater Toronto Area	7,918,897	29%
Calgary	230,639	3%	Calgary	5,469,401	20%
Western Canada	1,294,267	17%	Western Canada	5,629,667	21%
USA	902,338	12%	USA	902,338	3%
	7,492,939	100%		27,093,584	100%

Attractive Investment Fundamentals – Dundee believes that the Transaction will benefit Whiterock Unitholders by combining Whiterock’s existing properties with a portfolio that is complementary in property type, geographic distribution and quality. Dundee’s portfolio occupancy at September 30, 2011 was 95.8%, compared to Whiterock’s portfolio occupancy of 96.9% at the same date.

Immediately realizable synergies – The integration of operating platforms will immediately generate operational and financial cost savings. Dundee has a well-established, experienced and scalable property management platform that can easily assume the management of properties currently owned by Whiterock but managed by third-parties. In addition, with a full complement of back-office systems and support, including property accounting, leasing, information and technology services and human resources, Whiterock Unitholders will benefit from the cost efficiencies of bringing many of these services in-house.

See section 6 of the Dundee Circular, “Reasons to Accept the Offer – Reasons to Accept the Unit option.”

Improved Credit Quality – Upon the completion of this Transaction, Dundee will be the fourth largest real estate investment trust in Canada as measured by market capitalization. The increased scale and improved geographic diversification will provide greater financial stability in volatile economic conditions and is expected to result in further improvements in its cost of capital, affording it the ability to grow and conduct its business even more cost effectively.

Positioning for Future Growth – The combined entity will be ideally positioned to execute Dundee’s continued expansion in its key markets and in most major markets across Canada.

Transaction is Accretive – The Transaction is expected to be accretive to funds from operations and adjusted funds from operations on a per unit basis. The accretion to adjusted funds from operations per Dundee Unit is in turn expected to result in a decreased payout ratio for the combined entity.

7. Recommendation of the Whiterock Trustees

The Whiterock Trustees have determined unanimously that the consideration offered for Whiterock Units pursuant to the Offer and the Acquisition is fair to the Whiterock Unitholders, the offer and Acquisition are in the best interests of Whiterock, the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution and the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer.

8. Source of Funds

Dundee’s obligation to purchase the Whiterock Units deposited to the Offer is not subject to any financing condition.

In connection with the Transaction, Dundee Properties LP has entered into a commitment letter with The Toronto-Dominion Bank for credit facilities (the “**Credit Facilities**”) in an aggregate amount of up to \$375 million, which will be used, among other things, to finance the acquisition of the Whiterock Assets under the Acquisition, the Cash Option and related fees and expenses in connection with the Offer.

The Credit Facilities are comprised of a senior secured non-revolving bridge loan (the “**Secured Loan**”) in an aggregate principal amount of \$210 million with a one year term and a senior unsecured non-revolving, bridge loan (the “**Unsecured Loan**”) in an aggregate principal amount of \$165 million with a six month term and six month extension option.

The Credit Facilities will be secured by (a) with respect to the Unsecured Loan, a negative pledge over the Dundee Properties LP and Whiterock property portfolios, and (b) with respect to the Secured Loan, first-ranking security on certain properties and assets of Dundee Properties LP, Whiterock and their affiliates (the “**Secured Property**”). Where such property has not been subsumed into Dundee Properties LP, the Credit Facilities also include a pledge by Dundee Properties LP of its equity in Whiterock Limited Partnership or Whiterock, as applicable.

The Unsecured Loan will be subject to mandatory prepayments consisting of 100% of the net proceeds of any Dundee equity offering and the net proceeds of mortgage refinancings, asset sales and/or convertible debt issued by Dundee. The Secured Loan will be subject to mandatory prepayments consisting of proceeds from Secured Property asset sales or Secured Property debt refinancings. Dundee expects to repay the Credit Facilities with the net proceeds of one or more of these types of transactions.

The definitive credit agreement will contain covenants, events of default and other terms customary for credit facilities of this nature, including certain restrictions on the sale of assets, liens and additional indebtedness.

The funding commitments under the Credit Facilities are subject to conditions typical in commercial lending transactions of this kind, including conditions substantially reflecting the conditions of the Offer. Dundee believes that the possibility is remote that the conditions to the drawing under the Credit Facilities that are in addition to the conditions of the Offer will not be satisfied.

9. Transaction Agreement

The following is a summary of the material terms of the Transaction Agreement and is subject to, and qualified in its entirety by, the full text of the Transaction Agreement. Whiterock Unitholders who wish to obtain a copy of the Transaction Agreement in paper form at no cost may contact the Secretary of Dundee at 30 Adelaide Street East, Suite 1600, Toronto, Ontario M5C 3H1, telephone (416) 365-3535 or the Chief Financial Officer of Whiterock at 401 The West Mall, Suite 1001, Toronto, Ontario M9C 5J5, telephone (416) 907-6028 or in electronic form on SEDAR, at www.sedar.com.

The Transaction

Dundee and Whiterock have entered into the Transaction Agreement pursuant to which Dundee agreed, subject to the terms and conditions thereof, to make the Offer and each of Dundee and Whiterock agreed, subject to the terms and conditions thereof, to complete the Acquisition.

Approval of the Offer by Whiterock Trustees

Pursuant to the Transaction Agreement, Whiterock confirmed that the Whiterock Trustees unanimously determined based upon, among other things, the recommendation of the Special Committee and consultation with its outside legal and financial advisors, (i) that the Offer and Acquisition are in the best interests of Whiterock; (ii) to recommend that Whiterock Unitholders accept the Offer; and (iii) to recommend that Whiterock Unitholders vote for the Acquisition Resolution.

The trustees and executive officers of Whiterock have indicated that they intend to support the Offer and the Acquisition and vote all of the Whiterock Units beneficially owned or controlled by them for the Acquisition Resolution.

Whiterock Non-Solicitation

In the Transaction Agreement, Whiterock has agreed, among other things, that it will not, directly or indirectly (i) make, solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing information, permitting any visit to any facilities or properties of Whiterock or any Whiterock Subsidiary or Whiterock material joint venture or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding any Acquisition Proposal; (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, knowingly encourage or otherwise facilitate, any effort or attempt by any other person to make or complete any Acquisition Proposal, provided that Whiterock may respond to any person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Whiterock Trustees has so determined; (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Dundee, the approval or recommendation of the Whiterock Trustees of the Transaction Agreement or the Contemplated Transactions; (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until ten (10) calendar days following the public announcement of such Acquisition Proposal shall not be considered a violation of this provision; (v) release any person from or waive, or otherwise forbear the enforcement of, any confidentiality or standstill agreement with such person that would facilitate the making or implementation of any Acquisition Proposal, provided that any automatic release from the standstill provisions of any such agreement in accordance with its terms shall not constitute a breach of this provision; or (vii) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking providing for any Acquisition Proposal.

Whiterock is required to cease any existing solicitation, discussion or negotiation with any person by or on behalf of Whiterock or any Whiterock Subsidiary with respect to, or which could reasonably be expected to lead to, an Acquisition Proposal and in connection therewith, Whiterock will discontinue access to any data rooms (virtual or otherwise) and will request the return or destruction of all confidential information.

Whiterock has agreed to promptly notify Dundee, at first orally and then in writing, of any proposal, inquiry, offer or request (or any amendment thereto) that could reasonably be expected to lead to or constituting an Acquisition Proposal, any request for discussions or negotiations that could reasonably be expected to lead to an Acquisition Proposal, and/or any request for non-public information with respect to any Acquisition Proposal relating to Whiterock or any Whiterock Subsidiary or for access to properties, books and records or a list of the Whiterock Unitholders or any list of securityholders of any Whiterock Subsidiaries or amendments to the foregoing.

Notwithstanding the restrictions on Whiterock in the Transaction Agreement, following the receipt by Whiterock of a written Acquisition Proposal made prior to the Whiterock Unitholder Approval that was not solicited in contravention of the Transaction Agreement, Whiterock and its Representatives may contact the person making such Acquisition Proposal for the purposes of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is, or could reasonably be expected to lead to, a Superior Proposal. If the Whiterock Trustees determine, after consultation with its outside legal and financial advisors, that such Acquisition Proposal is, or could reasonably be expected to lead to, a Superior Proposal and that the failure to take the relevant action would be inconsistent with its fiduciary duties, Whiterock may:

- furnish information with respect to Whiterock and the Whiterock Subsidiaries to the person making such Acquisition Proposal provided that Whiterock has entered into a confidentiality and standstill

agreement with such person that, taken as a whole, is no less favourable to Whiterock than the Confidentiality Agreement and provided that Whiterock sends a copy of such agreement to Dundee promptly following its execution; and

- Whiterock may engage in discussions and negotiations with respect to the Acquisition Proposal with the person making such Acquisition Proposal.

Whiterock may enter into an agreement (in addition to any confidentiality agreement contemplated by the preceding paragraph) with respect to an Acquisition Proposal, provided that:

- (a) Whiterock has complied with its non-solicitation obligations under the Transaction Agreement;
- (b) the Whiterock Unitholders Meeting has not occurred;
- (c) the Whiterock Trustees have determined, after consultation with its outside legal and financial advisors, that such Acquisition Proposal is a Superior Proposal and that the failure to take the relevant action would be inconsistent with its fiduciary duties;
- (d) Whiterock has delivered written notice to Dundee of the determination of the Whiterock Trustees that the Acquisition Proposal is a Superior Proposal and of the intention of the Whiterock Trustees to approve or recommend such Superior Proposal and/or of Whiterock to enter into an agreement with respect to such Superior Proposal, together with a copy of such agreement;
- (e) at least three (3) business days have elapsed since the date the notice referred to in (d) above was received by Dundee;
- (f) if Dundee has offered to amend the terms of the Contemplated Transactions during the three business day “right to match period”, the Whiterock Trustees have determined, after consultation with its outside legal and financial advisors, that such Acquisition Proposal continues to be a Superior Proposal compared to the amendment of the terms of the Contemplated Transactions and the Transaction Agreement offered by Dundee at or prior to the termination of such “right to match period”; and
- (g) Whiterock has terminated the Transaction Agreement and paid the Termination Payment to Dundee.

In addition, subject to Dundee’s ability to terminate the Transaction Agreement and receive a Termination Payment from Whiterock, the Whiterock Trustees may withdraw, modify or qualify their approval or recommendation of the Contemplated Transactions and recommend or approve an Acquisition Proposal (a “**Change in Recommendation**”) provided that the requirements in (a) to (f) above are satisfied.

During the “right to match period”, Dundee will have the opportunity, but not the obligation, to offer to amend the terms of the Contemplated Transactions and the Transaction Agreement. The Whiterock Trustees will review any such offer by Dundee to amend the terms of the Contemplated Transactions and the Transaction Agreement in order to determine, in good faith in the exercise of its fiduciary duties, whether Dundee’s offer to amend the Contemplated Transactions and the Transaction Agreement, upon its acceptance, would result in the Acquisition Proposal ceasing to be a Superior Proposal compared to the amendment to the terms of the Contemplated Transactions and the Transaction Agreement offered by Dundee. If the Whiterock Trustees determine that the Acquisition Proposal would cease to be a Superior Proposal, Dundee will amend the terms of the Contemplated Transactions and Whiterock and Dundee will enter into an amendment to the Transaction Agreement reflecting the offer by Dundee to amend the terms of the Contemplated Transactions and the Transaction Agreement.

Nothing in the Transaction Agreement prevents the Whiterock Trustees from responding through a trustees' circular or otherwise as required by applicable Laws to an Acquisition Proposal that it determines is not a Superior Proposal or from withdrawing, modifying or changing its recommendation as a result of a Material Adverse Effect in respect of Dundee. Further, nothing in the Transaction Agreement prevents the Whiterock Trustees from making any disclosure to the securityholders of Whiterock if the Whiterock Trustees, acting in good faith and following consultation with its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Whiterock Trustees or such disclosure is otherwise required under applicable Laws, provided, however, that, notwithstanding the Whiterock Trustees shall be permitted to make such disclosure, the Whiterock Trustees shall not be permitted to make a Change in Recommendation, other than in the circumstances described above.

If Whiterock provides Dundee with notice of a Superior Proposal on a date that is less than three (3) business days prior to the Whiterock Unitholders Meeting, if requested by Dundee, Whiterock will adjourn the Whiterock Unitholders Meeting to a date that is not less than three (3) business days and not more than ten (10) business days after the date of such notice, provided, however, that the Whiterock Unitholders Meeting shall not be adjourned or postponed to a date later than the seventh (7th) business day prior to the Outside Date.

Whiterock Unitholder Rights Plan

In the Transaction Agreement, Whiterock has represented that the Whiterock Trustees have resolved to postpone the separation time under the Whiterock Unitholder Rights Plan in respect of the Offer to a time no earlier than immediately after the Expiry Time.

Whiterock has further covenanted to Dundee to waive or suspend the operation or to otherwise render the Whiterock Unitholder Rights Plan inoperative against the Offer and the Acquisition.

Conditions to Closing

Dundee's obligations to complete the transactions contemplated in the Transaction Agreement are subject to the satisfaction or waiver of a number of conditions, generally similar to the conditions of the Offer. Whiterock's obligations to complete the transactions contemplated in the Transaction Agreement are subject to the satisfaction of or waiver of conditions similar to those listed in paragraphs 4(a), (b), (c), (d) and (e) of the Offer, and the reciprocal of those conditions listed in paragraphs 4(f), (g) and (i) (but in Whiterock's favour), and conditions similar to those listed in paragraphs 4(m) and (n) with respect to Dundee and the respective indenture trustee entering into the supplemental indentures.

Covenants

Conduct of Activities and Business by Whiterock

Whiterock has agreed to various restrictive covenants in respect of the operation of its activities and business, including that Whiterock will, and will cause each of the Whiterock Subsidiaries to:

- conduct its and their respective activities and businesses in the ordinary course and comply in all material respects with applicable laws;
- not issue or agree to issue any Whiterock Units, any Whiterock Options or any rights of any kind to acquire any Whiterock Units or other securities or any securities of the Whiterock Subsidiaries other than pursuant to Whiterock's distribution reinvestment plan or upon the conversion or exercise of currently outstanding Whiterock Convertible Securities in accordance with their terms;

- not sell or encumber or agree to sell or encumber any of the Whiterock Properties or any of its other assets which have a value greater than \$100,000 in the aggregate or lease any premises in any of the Properties having a net rentable area of greater than 10,000 square feet;
- not amend or propose to amend the Whiterock Declaration of Trust or any partnership agreement, declaration of trust, articles, by-laws or other constating documents of a Whiterock Subsidiary or the terms of any securities of Whiterock or any Whiterock Subsidiary;
- not enter into or amend in a material manner any existing contractual rights under any Whiterock Material Contract, Whiterock Existing Lease, Whiterock Existing Mortgage, the Whiterock Convertible Debenture Indenture or any supplemental indenture thereto, the Whiterock Unsecured Debenture Indenture or the ROI Co-Owners Agreements;
- not split, combine or reclassify any outstanding Whiterock Units, other securities of Whiterock or any securities of any Whiterock Subsidiary nor redeem, purchase or offer to purchase any Whiterock Units, any other securities of Whiterock or any securities of any Whiterock Subsidiary;
- other than regular monthly distributions in an amount not to exceed \$0.0935 per Whiterock Unit, not declare, set aside or pay any distribution in respect of any Whiterock Units, other securities of Whiterock or any securities of any Whiterock Subsidiary;
- not reorganize, amalgamate or merge Whiterock or any Whiterock Subsidiary with any other person nor adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Whiterock or any Whiterock Subsidiary;
- not acquire or agree to acquire any person, or make any investment or purchase of any property or assets of any other person that has a value greater than \$100,000 in the aggregate;
- not incur any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, except for the borrowing of working capital in the ordinary course of business;
- not increase the benefits payable or to become payable to its trustees or officers, enter into or modify any employment, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any trustee or officer of Whiterock other than pursuant to existing agreements that are disclosed in the Whiterock Public Documents;
- in the case of employees who are not trustees or officers of Whiterock, take any action with respect to the grant of any bonuses, salary increases, retention or completion, severance or termination pay or with respect to any increase of benefits payable in effect on the date of the Transaction Agreement;
- not establish, adopt, enter into, amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any bonus, profit sharing, thrift, incentive, compensation, stock option, restricted stock, pension, retirement, deferred compensation, savings, welfare, employment, termination, severance or other employee benefit plan, agreement, trust, fund, policy or arrangement for the benefit or welfare of any trustees, directors, officers, current or former employees of Whiterock or the Whiterock Subsidiaries, other than pursuant to the written terms thereof except with respect to the acceleration of Whiterock Options and Whiterock EPU's as contemplated by the Transaction Agreement;
- not enter into or renew any contract or other binding obligation of Whiterock or the Whiterock Subsidiaries containing certain limitations on carrying on business or that would reasonably be expected to materially delay or prevent the consummation of the Contemplated Transactions;

- other than in the ordinary course of business, not enter into or renew any contract or other binding obligation of Whiterock or the Whiterock Subsidiaries that is not terminable within 60 days of the Closing Date without payment by Whiterock, Dundee or their respective Subsidiaries that involves or would reasonably be expected to involve payments in excess of \$25,000 in the aggregate over the term of the contract;
- other than in the ordinary course of business, emergency, or life and safety circumstance, not incur any capital expenditures or enter into any agreement obligating Whiterock or any Whiterock Subsidiary to provide for future capital expenditures, in either case in excess of \$50,000;
- duly and timely file all tax returns required to be filed by it and take certain other actions in respect of Taxes;
- duly and timely file all material forms, reports, schedules, statements and other documents required to be filed pursuant to Applicable Securities Laws; and
- not announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing restrictions.

Conduct of Activities and Business by Dundee

Dundee has agreed to various restrictive covenants in respect of the operation of its activities and business, including that Dundee will, and will cause each of the Dundee Subsidiaries to:

- conduct its and their respective activities and businesses in the ordinary course and comply in all material respects with applicable laws;
- not amend or propose to amend the Dundee Declaration of Trust or any partnership agreement, declaration of trust, articles, by-laws or other constating documents of a Dundee Subsidiary or the terms of any securities of Dundee or any Dundee Subsidiary;
- not split, combine or reclassify any outstanding Dundee Units, other securities of Dundee or any securities of any Dundee Subsidiary nor redeem, purchase or offer to purchase any Dundee Units, any other securities of Dundee or any securities of any Dundee Subsidiary;
- other than regular monthly distributions per Dundee Unit, not declare, set aside or pay any distribution in respect of any Dundee Units, other securities of Dundee or any securities of any Dundee Subsidiary;
- not reorganize, amalgamate or merge Dundee or any Dundee Subsidiary with any other person nor adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Dundee or any Dundee Subsidiary;
- not announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing restrictions.

Representations and Warranties

Whiterock has represented and warranted as to a number of matters including organization and qualification; authority relative to the Transaction Agreement; no conflict, required filings and consents; subsidiaries; compliance with laws; capitalization and listing; unitholder and similar agreements; public reporting; real properties; the fair presentation of audited financial statements; the absence of undisclosed liabilities; employment matters; the absence of certain changes or events; the absence of material litigation (pending or threatened); tax matters; books and records; insurance; the absence of non-arm's length transactions;

the absence of restrictions on business activities; material contracts; relationships with tenants and suppliers; the absence of broker or finder fees; reporting issuer status; stock exchange compliance; corrupt practices legislation; and data room information.

Dundee has represented and warranted as to a number of matters including organization and qualification; authority relative to the Transaction Agreement; issuance of Dundee Units; no conflict, required filings and consents; qualification under the *Investment Canada Act* and the *Excise Tax Act*; public reporting; reporting issuer status; financing of the Offer; compliance with laws; listing of the Dundee Units; the fair presentation of audited financial statements; the absence of undisclosed liabilities; the absence of certain changes or events; the absence of material litigation (pending or threatened); and mutual fund trust status under the Tax Act.

Termination

The Transaction Agreement may be terminated at any time prior to the Closing Time:

- by mutual written consent of Dundee and Whiterock;
- by Dundee, if any condition of the Offer shall not be satisfied at the Expiry Time and Dundee shall not have elected to waive such condition unless the failure of such condition to be satisfied shall be as a result of the material breach by Dundee of any material covenant or obligation under the Transaction Agreement;
- by either Whiterock or Dundee, if the Closing Time shall not have occurred on or before the Outside Date, otherwise than as a result of the material breach of any material covenant or obligation under the Transaction Agreement by the party seeking to terminate the Transaction Agreement or as a result of any representation or warranty made by such party being untrue or incorrect where such inaccuracies in the representations and warranties would reasonably be expected to have a Material Adverse Effect in respect of such party;
- by either Whiterock or Dundee if Whiterock Unitholder Approval shall not have been obtained at the Whiterock Unitholders Meeting;
- by Dundee, if Whiterock is in material default of any covenant or obligation under the Transaction Agreement, or any representation or warranty made by Whiterock in the Transaction Agreement is, at the date of the Transaction Agreement, or shall have become untrue or incorrect at any time prior to the Closing Time where such inaccuracies in the representations and warranties would reasonably be expected to have a Material Adverse Effect in respect of Whiterock, subject to Whiterock's ability to cure such inaccuracy or default in accordance with the Transaction Agreement;
- by Whiterock, if Dundee is in material default of any covenant or obligation under the Transaction Agreement, or any representation or warranty made by Dundee in the Transaction Agreement is, at the date of the Transaction Agreement, or shall have become untrue or incorrect at any time prior to the Closing Time where such inaccuracies in the representations and warranties would reasonably be expected to have a Material Adverse Effect in respect of Dundee, subject to Dundee's ability to cure such inaccuracy or default in accordance with the Transaction Agreement;
- by Dundee or Whiterock, if any court of competent jurisdiction or other Regulatory Authorities in Canada or the United States shall have enjoined or otherwise prohibited any of the Contemplated Transactions;
- by Dundee, if the Whiterock Trustees fail to reaffirm their approval of the Offer or the Acquisition Resolution within three (3) calendar days of any written request by Dundee, the Whiterock Trustees

withdraw, modify, change or qualify their approval or recommendation of the Offer or the Acquisition Resolution in any manner adverse to Dundee, the Whiterock Trustees recommend or approve, or publicly propose to recommend or approve, an Acquisition Proposal, the Whiterock Trustees remain neutral beyond the permitted ten (10) calendar day period following the public announcement of an Acquisition Proposal; or

- by Whiterock, if Whiterock proposes to enter into a definitive agreement with respect to a Superior Proposal in compliance with the provisions of the Transaction Agreement, provided that prior to or concurrently with the entering into of that definitive agreement, Whiterock shall have paid to Dundee the applicable Termination Payment.

Termination Payment

Dundee is entitled to be paid a cash termination payment in an amount equal to \$20 million, upon the occurrence of any of the following events:

- the Transaction Agreement is terminated as a result of Whiterock's breach of the non-solicitation provisions of the Transaction Agreement or a change in recommendation by the Whiterock Trustees (other than as a result of a Material Adverse Effect in respect of Dundee);
- the Transaction Agreement is terminated to enable Whiterock to enter into an agreement in respect of a Superior Proposal;
- the Transaction Agreement is terminated due to a representation or warranty of Whiterock being untrue which would reasonably be expected to have a Material Adverse Effect or due to material breach of covenant by Whiterock, in either case due to wilful breach or fraud by Whiterock;
- the Agreement is terminated due to a representation or warranty of Whiterock being untrue which would reasonably be expected to have a Material Adverse Effect or due to material breach of covenant by Whiterock, the Closing Time has not occurred by the Outside Date or Whiterock Unitholder Approval shall not have been obtained at the Whiterock Unitholders Meeting and, following the date of the Transaction Agreement and prior to the date of its termination, an Acquisition Proposal is publicly announced or made, or any person has publicly announced an intention to make an Acquisition Proposal, and an Acquisition Proposal is completed within 12 (twelve) months following the date of the Transaction Agreement, provided that for such purpose the term "Acquisition Proposal" shall be read such that all references to "20% or more" in clauses (a), (b) and (c) of the definition of Acquisition Proposal and the first reference to "20% or more" in clause (d) of the definition of Acquisition Proposal are references to "50% or more".

Expense Reimbursement

Unless the Termination Payment is paid, Dundee shall be entitled to an expense reimbursement payment equal to the actual amount of out-of-pocket expenses not to exceed \$3 million (the "**Expense Reimbursement**") if the Transaction Agreement is terminated due to a representation or warranty of Whiterock being untrue which would reasonably be expected to have a Material Adverse Effect or due to material breach of covenant by Whiterock. If, after making such payment, it is determined that Dundee is entitled to a Termination Payment, the Expense Reimbursement shall be treated as a payment credited towards the Termination Payment.

10. Ownership of and Trading in Securities of Whiterock

No securities of Whiterock are beneficially owned, directly or indirectly, nor is control or direction exercised over any of such securities, by Dundee or any of its trustees or officers. To the knowledge of Dundee,

after reasonable enquiry, no Whiterock Units or other securities of Whiterock are owned, directly or indirectly, nor is control or direction exercised over any such securities, by any associate of a trustee or officer of Dundee, any person or company holding more than 10% of any class of equity securities of Dundee or any person or company acting jointly or in concert with Dundee.

None of Dundee or any of its trustees or officers or, to the knowledge of Dundee, after reasonable enquiry, any of the other persons referred to in the preceding paragraph, has traded any securities of Whiterock during the six-month period preceding the Offer.

Dundee has no present intention of acquiring beneficial ownership of Whiterock Units while the Offer is outstanding, other than pursuant to the Offer. However, subject to the standstill obligations of Dundee under the Transaction Agreement with Whiterock, Dundee reserves the right to, and may, acquire Whiterock Units by making purchases through the facilities of the TSX, subject to applicable Laws, at any time and from time to time prior to the Expiry Time. Dundee will not make any purchases of Whiterock Units through the facilities of the TSX until the third clear trading day following the date hereof. The aggregate number of Whiterock Units acquired by Dundee through the facilities of the TSX during the period from the date hereof to the Expiry Time will not exceed 5% of the outstanding Whiterock Units as of the date of the Offer.

Although Dundee has no current intention to sell Whiterock Units taken-up under the Offer, it reserves the right to make or enter into an arrangement, commitment or understanding at or prior to the Expiry Time to sell Whiterock Units after the Expiry Time.

11. Commitments to Acquire Securities of Whiterock

None of Dundee or, to the knowledge of Dundee, after reasonable enquiry, its trustees or officers, any associate of a trustee or officer, any person holding more than 10% of any class of equity securities of Dundee or any person acting jointly or in concert with Dundee, has entered into any agreements, commitments or understandings to acquire any securities of Whiterock.

12. Other Material Facts

Dundee has no knowledge of any material fact concerning the securities of Whiterock that has not been generally disclosed by Whiterock, or any other matter that is not disclosed in the Dundee Circular and that has not previously been generally disclosed, and that would reasonably be expected to affect the decision of the Whiterock Unitholders to accept or reject the Offer.

13. Agreements, Commitments or Understandings

Except as disclosed herein, there are (i) no agreements, commitments or understandings made or proposed to be made between Dundee and any of the trustees or officers of Whiterock, including for any payment or other benefit proposed to be made or given by way of compensation for loss of office or their remaining in or retiring from office if the Offer is successful, and (ii) no agreements, commitments or understandings between Dundee and any securityholder of Whiterock with respect to the Offer.

Other than the Transaction Agreement, there are no agreements, commitments or understandings between Dundee and Whiterock relating to the Offer and Dundee is not aware of any other agreement, commitment or understanding that could affect control of Whiterock.

For information with respect to arrangements made or proposed to be made between Whiterock and any of its trustees or officers, see the Whiterock Trustees Circular.

Trustees' and Officers' Insurance and Indemnification

Dundee has agreed in the Transaction Agreement that it will maintain Whiterock's current trustees' and officers' liability insurance policy for a period of six years from the Closing Time. In addition, Dundee has also agreed to indemnify each present and former trustee, officer and employee of Whiterock and the Whiterock Subsidiaries against any costs or expenses, judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, inquiry, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such person's service as a trustee, director, officer or employee of Whiterock and/or any of the Whiterock Subsidiaries or services performed by such persons at the request of Whiterock and/or any of the Whiterock Subsidiaries at or prior to or following the Closing Time.

Employment Agreements

As of the date hereof, Dundee has not entered into any employment agreements or arrangements with employees of Whiterock in addition to those that were existing on January 16, 2012 and none of the existing employment agreements or arrangements have been modified in connection with the Offer. However, Dundee may enter into agreements prior to or after the Expiry Time with one or more officers for continuation of their roles with Whiterock. The agreements, if any, will not be conditional upon the officer's support of the Offer and will not be undertaken for the purpose, in whole or in part, of increasing the value of the consideration paid for any of such officer's Whiterock Units or as an incentive to induce the officer to tender his or her Whiterock Units under the Offer.

Each of Jason Underwood and Kursat Kacira are currently parties to employment agreements with Whiterock containing change of control provisions. Assuming the conditions of the Offer are satisfied, Dundee and Whiterock comply with their obligations under the Transaction Agreement and Dundee takes-up and pays for the Whiterock Units and the Acquisition is completed, a "change in control" would result under such Employment Agreements.

Pursuant to Mr. Underwood's employment agreement dated August 3, 2009, in the event a "change in control" of Whiterock occurs and Mr. Underwood is subsequently terminated without just cause or he resigns for good reason, Mr. Underwood will receive, in addition to his base salary, available bonuses, benefits, accrued vacation and incidentals: (i) if terminated without just cause within twenty-four (24) months of the date of a change in control event, a lump sum payment equal to 1% of the Whiterock Market Cap or (ii) if terminated without just cause after twenty-four (24) months from the date of the change in control event, a lump sum payment equal to 0.75% of the Whiterock Market Cap; or (iii) if Mr. Underwood resigns for good reason within six months of the date giving rise to good reason, a lump sum payment equal to 1% of the Whiterock Market Cap where "good reason" includes but is not limited to Mr. Underwood ceasing to be the most senior officer of Whiterock or a Whiterock Trustee or any material reduction in his aggregate remuneration including all bonuses and options or a material reduction in his ability to earn such compensation. Dundee understands that Mr. Underwood intends to resign for "good reason" on or immediately prior to the Closing Date.

Pursuant to Mr. Kacira's Employment Agreement dated April 29, 2011 (as amended), in the event a "change in control" of Whiterock occurs and Mr. Kacira is subsequently terminated without just cause, Mr. Kacira is entitled to receive: (i) a lump sum cash payment equivalent to twice the amount of his annual base salary; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award. If Mr. Kacira resigns for "good reason", where "good reason" includes, but is not limited to, the assignment to Mr. Kacira of any duties materially inconsistent with his position, duties, and responsibilities with Whiterock, or any material reduction in his aggregate remuneration, including base salary, bonus, and options, he is entitled to

receive: (i) pay-in-lieu of notice payable by way of the continuance of his base salary for a period of up to twelve months unless he secures new, comparable employment at an earlier time, in which case he will receive a lump sum cash payment equal to fifty percent of the outstanding pay-in-lieu of notice payments due, as well as the continuation of benefits for the same period; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award.

Unit Option Plan

The Transaction Agreement provides for the unit option plan of Whiterock (the “**Whiterock Option Plan**”) to be amended to accelerate the vesting of all unvested Whiterock Options provided that the holders of such Whiterock Options agree, in lieu of exercising Whiterock Options, to have Whiterock purchase such Whiterock Options for cancellation in consideration for a cash payment from Whiterock that is equal to the product obtained by multiplying (i) the amount by which \$16.25 exceeds the exercise price per Whiterock Unit of each such Option, by (ii) the number of Whiterock Units underlying such Option, net of all applicable taxes. Whiterock shall purchase the Whiterock Options of any Whiterock optionholder making such an election conditional upon and immediately prior to Dundee taking up Whiterock Units under the Offer and immediately thereafter all such Whiterock Options acquired by Whiterock shall be cancelled. Certain of the trustees and officers of Whiterock are optionholders under the Whiterock Option Plan. See Section 9 of the Whiterock Trustees’ Circular, “Recent Trading in Securities of Whiterock by Trustees, Officers and Insiders of Whiterock”.

Equity Performance Plan

The Transaction Agreement provides for the acceleration of the vesting of all unvested equity performance units (“**Whiterock EPUs**”) of Whiterock. Immediately prior to Dundee taking up Whiterock Units under the Offer, Whiterock shall settle in cash all outstanding Whiterock EPUs in accordance with the terms of the equity performance plan (the “**Whiterock EPU Plan**”), and immediately thereafter all such Whiterock EPUs shall be cancelled. As of January 16, 2012, Jason Underwood held 27,146 Whiterock EPUs. Should the Transaction be completed, the Whiterock EPUs units held by Mr. Underwood will be settled in cash for the equivalent of the number of Whiterock EPUs he holds multiplied by the fair market value of a Whiterock Unit immediately prior to the time that Dundee takes up the Whiterock Units, net of all applicable taxes.

Whiterock Convertible Debentures

Certain of the trustees and officers of Whiterock hold Whiterock Convertible Debentures and may choose to convert and deposit the associated Whiterock Units under the Offer. See Section 9 of the Whiterock Trustees’ Circular, “Recent Trading in Securities of Whiterock by Trustees, Officers and Insiders of Whiterock”.

14. Regulatory Matters

Except as discussed below, to the knowledge of Dundee, no authorization, consent or approval of, or filing with, any public body, court or authority is necessary on the part of Dundee for the consummation of the transactions contemplated by the Offer, except for such authorizations, consents, approvals and filings the failure to obtain or make which would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by the Transaction Agreement. In the event that Dundee becomes aware of other requirements, it will make reasonable commercial efforts to satisfy such requirements at or prior to the Expiry Time, as such time may be extended.

Competition Act (Canada)

Under the Competition Act, certain transactions that exceed applicable financial thresholds require prior notification (a “**Notifiable Transaction**”) to the Commissioner (the “**Commissioner**”). If a transaction is a Notifiable Transaction, it may not be completed until the applicable statutory waiting period has expired or been terminated, unless the Commissioner has either issued an advance ruling certificate or has otherwise waived the notification requirement. The statutory waiting period expires 30 days following the day of the filing of a pre-merger notification under the Competition Act or, if during that 30-day period the Commissioner issues a request for additional information (“**Supplementary Information Request**”), 30 days following the day on which the information requested under a Supplementary Information Request has been received by the Commissioner. Following expiry of the applicable statutory waiting period, the transaction may close unless the Commission has obtained an injunction to prevent or delay closing or the parties have otherwise agreed.

Where the Commissioner believes that a “merger”, as defined in the Competition Act, is likely to prevent or lessen competition substantially, the Commissioner may apply to the Competition Tribunal (the “**Tribunal**”). If the Tribunal finds that the merger is likely to prevent or lessen competition substantially, the Tribunal may issue an order to, among other things, prohibit the merger in whole or in part. The Commissioner’s review may take longer than the applicable statutory waiting period.

Alternatively, or in addition to filing a pre-merger notification, an advance ruling certificate may be requested. An advance ruling certificate may be issued by the Commissioner where she is satisfied that she does not have sufficient grounds on which to apply to the Tribunal under the merger provisions of the Competition Act to challenge a proposed transaction. If the Commissioner issues an advance ruling certificate in respect of a proposed transaction, that transaction is exempt from the pre-merger notification requirement. In addition, if the transaction to which the advance ruling certificate relates is substantially completed within 1 (one) year after the advance ruling certificate is issued, the Commissioner cannot seek an order of the Tribunal under the merger provisions of the Competition Act in respect of the transaction solely on the basis of information that is the same or substantially the same as the information, on the basis of which the advance ruling certificate was issued. Where an advance ruling certificate is requested but the Commissioner declines to issue an advance ruling certificate, the Commissioner may instead issue a “no-action” letter indicating that she does not, at that time, intend to initiate proceedings before the Tribunal under the merger provisions of the Competition Act with respect to the proposed transaction, while preserving during the 1 (one) year period following completion of the proposed transaction her authority to so initiate proceedings should circumstances change. Where a no-action letter is issued in circumstances where a pre-merger notification filing has not also been made, the Commissioner will typically waive the obligation to comply with the statutory waiting period in conjunction with issuing the no-action letter.

Dundee has submitted a request to the Commissioner that an advance ruling certificate or no-action letter be issued together with submissions in support of such request. The obligations of the parties to consummate the Transaction are subject to the condition that: (i) the Commissioner has issued an advanced ruling certificate in respect of the Transaction, (ii) the applicable waiting period under the Competition Act has expired in accordance with the Competition Act or been terminated by the Commissioner, or (iii) the notification obligation has been waived pursuant to paragraph 113(c) of the Competition Act and, in the case of (ii) or (iii), the Commissioner has issued a no-action letter on terms and conditions, if any, acceptable to Dundee, acting reasonably.

Securities Regulatory Matters

Dundee and Whiterock may apply for rulings or orders of certain securities regulatory authorities in Canada to permit the unrestricted resale by any former Whiterock Unitholder, other than a “control person”, of the Dundee Units received in connection with the Acquisition in such jurisdictions, provided that no unusual effort is made to prepare the market for any resale or to create demand for the securities which are the subject of any such resale and no extraordinary commission or consideration is paid in respect thereof. Applicable Canadian securities Laws provide that a person or company is, absent evidence to the contrary, deemed to be a control person in relation to an issuer where the person or company alone or in combination with others holds more than 20% of the outstanding voting securities of the issuer. The consummation of the Offer and the Acquisition are conditional on the receipt of such rulings, orders and approvals to the satisfaction of Dundee and Whiterock.

Stock Exchange Listing Requirements

Dundee has applied to list the Dundee Units issuable under the Offer (and in connection with the Acquisition) on the TSX. Such listing will be subject to Dundee fulfilling all of the listing requirements of the TSX. The Offer is conditional on the Dundee Units issuable under the Offer being conditionally approved for listing on the TSX. It is expected the Whiterock Units will be delisted from the TSX shortly following the Closing Date.

15. Certain Information Concerning the Dundee Units

Authorized and Outstanding Capital

The aggregate number of Dundee Units which Dundee may issue is unlimited. Dundee Units represent a Dundee Unitholder’s proportionate undivided ownership interest in Dundee. As at January 16, 2012, there were 66,274,869 Dundee Units outstanding 16,316 REIT Units, Series B of Dundee outstanding, and 3,508,054 LP B, Series 1 Units of Dundee Properties Limited Partnership (and 3,508,054 accompanying Special Trust Units of Dundee) outstanding. No Dundee Unit has any preference or priority over another. No Dundee Unitholder has or is deemed to have any right of ownership in any of the assets of Dundee. Each Dundee Unit confers the right to one vote at any meeting of Dundee Unitholders and to participate equally and rateably in any distributions by Dundee and, in the event of any required distribution of all of the property of Dundee, in the net assets of Dundee remaining after satisfaction of all liabilities.

Distribution Policy

Dundee has declared and paid distributions of \$0.183 per Dundee Unit in each month since July 2003.

Dundee’s monthly distributions to Dundee Unitholders are equal to one-twelfth of such percentage of Distributable Income on an annual basis, as determined by the Dundee Trustees. In addition, on December 31st of each year, Dundee Unitholders are also entitled to receive a distribution of sufficient net realized capital gains, net income, and net recapture income for the taxation year ending on that date, net of any capital losses or non capital losses recognized on or before the end of such year such that Dundee will not be taxable for ordinary income taxes, net of tax refunds. Distributions in respect of a month are generally paid to Dundee Unitholders of record at the close of business on the last day of the month on or about the 15th day of the following month. The annual payment in respect of the December 31st distribution is made on or before the following January 15th. Distributions, if any, are made in cash or, in the event that Dundee experiences a shortfall of cash related to payment of the full amount of any Distributable Income, the payment may include the issuance of additional Dundee Units.

Dundee also has a distribution reinvestment and unit purchase plan (the “**Dundee DRIP**”) pursuant to which Dundee Unitholders are entitled to reinvest all cash distributions in additional Dundee Units, at a price

determined by Dundee, generally equal to the volume weighted average closing price of the Dundee Units for the five trading days immediately preceding the relevant distribution payment date.

Price Range and Trading Volume of Dundee Units

The Dundee Units are traded on the TSX under the trading symbol “D.UN”. On January 16, 2012, the last trading day prior to the announcement of the Offer, the closing price of the Dundee Units was \$35.07 on the TSX. The following table sets forth, for the periods indicated, the reported high and low daily closing prices and the aggregate volume of trading of the Dundee Units on the TSX:

	Trading of Dundee Units on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	31.10	30.01	3,261,489
February	31.74	29.78	3,592,768
March	33.60	30.21	3,999,866
April	33.51	31.11	1,811,030
May	34.87	32.90	2,259,972
June	33.45	31.64	1,559,427
July	33.85	32.03	1,898,711
August	32.42	27.90	4,312,204
September	32.30	30.76	3,982,617
October	33.24	29.10	2,392,511
November	33.26	31.90	2,048,907
December	32.90	32.45	3,019,795
2012			
Up to January 16, 2012	35.07	32.99	1,631,463

Price Range and Trading Volume of Dundee Debentures

Debentures of Dundee are traded on the TSX under the trading symbols “D.DB”, “D.DB.A” and “D.DB.B”. The following tables set forth for the periods indicated, the reported high and low daily closing prices and the aggregate volume of trading of these debentures on the TSX.

D.DB

	Trading of Dundee Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	123.00	123.00	140
February	125.71	121.35	260
March	132.75	123.82	960
April	134.00	126.04	1,900
May	135.80	133.00	690
June	132.97	127.55	580
July	130.14	128.39	810
August	123.83	123.83	50
September	127.44	125.17	100
October	—	—	—
November	131.28	128.46	1,060
December	—	—	—
2012			
Up to January 16, 2012	127.02	122.04	330

D.DB.A

	Trading of Dundee Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	105.95	103.27	820
February	105.50	104.15	640
March	110.38	102.75	750
April	110.85	106.88	750
May	112.25	110.37	580
June	109.99	105.79	670
July	109.60	108.70	400
August	106.73	100.00	1,020
September	106.00	103.83	500
October	110.00	101.00	1,300
November	110.20	109.58	270
December	109.43	108.50	1,580
2012			
Up to January 16, 2012	115.24	115.24	230

D.DB.B

	Trading of Dundee Debentures on the TSX		
	High (\$)	Low (\$)	Volume (#)
2011			
January	104.50	102.00	16,570
February	105.00	103.50	6,040
March	104.25	103.25	10,940
April	104.00	103.00	8,830
May	104.50	102.30	6,160
June	104.01	103.05	3,840
July	104.00	102.80	6,080
August	103.75	101.75	7,590
September	104.00	102.00	6,650
October	103.50	100.00	7,210
November	104.50	102.90	27,980
December	105.00	103.75	6,700
2012			
Up to January 16, 2012	104.60	103.75	4,110

Material Changes in Capitalization of Dundee

There have not been any material changes in the capitalization or indebtedness of Dundee since the completion of its offering pursuant to Dundee's final short form prospectus dated December 12, 2011. Whiterock Unitholders should refer to Appendix 1 to the Dundee Circular for the unaudited pro forma consolidated financial statements for Dundee for the nine months ended September 30, 2011 and the year ended December 31, 2010,

which give effect to the acquisition of Whiterock by Dundee, and Section 8 of the Dundee Circular, “Source of Funds”, for a description of potential arrangements into which Dundee may enter in order to fund its payment obligations under the Offer.

Distribution of Dundee Units

The following table sets forth the date, number and prices at which Dundee has issued Dundee Units in the 12 months preceding the Offer.

<u>Date</u>	<u>Issuance Type</u>	<u>Total Dundee Units Issued</u>	<u>Price per Dundee Unit</u>
December 2010	Vesting of Deferred Units	—	—
	Dundee DRIP	28,167	\$29.59
	Conversion of Debentures	1,040	\$25.00
January 2011	Public Offering	3,864,000	\$29.85
	Vesting of Deferred Units	—	—
	Dundee DRIP	35,945	\$30.77
February 2011	Conversion of Debentures	920	\$25.00
	Vesting of Deferred Units	4,656	\$31.16
	Vesting of Deferred Units	4,409	\$30.44
March 2011	Dundee DRIP	47,447	\$30.26
	Conversion of Debentures	400	\$25.00
	Public Offering	4,749,500	\$30.30
	Vesting of Deferred Units	14,339	\$31.95
	Dundee DRIP	45,098	\$31.29
April 2011	Conversion of Debentures	2,840	\$25.00
	Vesting of Deferred Units	—	—
	Dundee DRIP	51,319	\$31.84
May 2011	Conversion of Debentures	600	\$25.00
	Conversion of Debentures	66	\$30.00
	Vesting of Deferred Units	5,505	\$33.55
June 2011	Dundee DRIP	49,632	\$33.57
	Conversion of Debentures	3,280	\$25.00
	Conversion of Debentures	2,899	\$30.00
	Vesting of Deferred Units	—	—
	Dundee DRIP	57,527	\$32.04
July 2011	Conversion of Debentures	880	\$25.00
	Conversion of Debentures	1,400	\$30.00
	Public Offering	5,359,000	\$33.30
	Vesting of Deferred Units	—	—
	Dundee DRIP	60,083	\$32.70
August 2011	Conversion of Debentures	3,640	\$25.00
	Conversion of Debentures	1,433	\$30.00
	Vesting of Deferred Units	—	—
September 2011	Dundee DRIP	70,931	\$29.74
	Conversion of Debentures	—	—
	Public Offering	5,037,000	\$32.40
	Vesting of Deferred Units	—	—
October 2011	Dundee DRIP	66,824	\$31.70
	Conversion of Debentures	1,200	\$25.00
	Vesting of Deferred Units	3,469	\$32.26
	Dundee DRIP	73,560	\$31.25
	Conversion of Debentures	—	—

If you have questions or need assistance in depositing or voting your units, please call Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)

Vote your BLUE proxy FOR the Acquisition Resolution

<u>Date</u>	<u>Issuance Type</u>	<u>Total Dundee Units Issued</u>	<u>Price per Dundee Unit</u>
November 2011	Vesting of Deferred Units	—	—
	Dundee DRIP	77,034	\$32.83
	Conversion of Debentures	3,600	\$25.00
December 2011	Vesting of Deferred Units	—	—
	Dundee DRIP	64,322	\$32.64
	Conversion of Debentures	3,099	\$30.00
	Public Offering	4,393,000	\$32.75
Up to January 16, 2012	Vesting of Deferred Units	—	—
	Dundee DRIP	77,649	34.35
	Conversion of Debentures	1,040	25.00

On March 4, 2011, Dundee granted 113,791 deferred units of Dundee (the “**Dundee Deferred Units**”) pursuant to Dundee’s deferred unit incentive plan with a grant date value of \$31.60. No other Dundee Deferred Units were granted by Dundee in the 12 months preceding the Offer.

In addition, Dundee issued 26,321 Special Trust Units to holders of Special Trust Units pursuant to DRIP - like arrangements provided for in the Dundee Properties LP limited partnership agreement.

Other than the issuances of Dundee Units set out in the table above and the above-mentioned grant of Dundee Deferred Units, Dundee has not issued any Dundee Units or securities convertible into Dundee Units within the 12 months preceding the date of the Offer.

16. Risk Factors

As Whiterock Unitholders resident in Canada may acquire Dundee Units in consideration or partial consideration for all or a portion of the Whiterock Units that they deposit under the Offer, such Whiterock Unitholders should carefully consider the risks and uncertainties associated with Dundee and the Dundee Units set out below and those described in the documents that Dundee has filed with Canadian securities regulatory authorities incorporated by reference herein, including its management’s discussion and analysis for the year ended December 31, 2010 and the period ended September 30, 2011. In addition, there are certain risks and uncertainties associated with the Offer and the combination of Dundee and Whiterock, including those set out below. Additional risks and uncertainties relating solely to Whiterock are described in the documents filed by Whiterock with the Canadian securities regulatory authorities and available on SEDAR. Dundee expects that these risks and uncertainties will also be applicable to Dundee following the Closing Time. These risks and uncertainties may not be the only risks and uncertainties faced by Dundee. Other risks and uncertainties not presently known by Dundee or that Dundee currently believes are not material could also materially and adversely affect Dundee’s business, results of operations and/or financial condition both before and after completion of the Acquisition.

The market value of the Dundee Units received by Whiterock Unitholders under the Offer may vary significantly from the date on which the Exchange Number was fixed

Depositing Whiterock Unitholders that elect the Unit Option will receive a number of the Dundee Units under the Offer based on the Exchange Number, rather than receiving a number of Dundee Units based on a specific market value. The number of the Dundee Units to be issued in exchange for each Dundee Unit will not be adjusted to reflect any changes in the market value of the Dundee Units after the announcement of the Offer. Consequently, the market value of the Dundee Units issued to Whiterock Unitholders in connection with the take-up of their Dundee Units under the Offer may vary significantly from the market value of the same Dundee Units on the date of the Offer or on the date on which such Whiterock Unitholders deposited their Dundee Units under the Offer.

The market price will have a different effect on the Whiterock Unitholders who choose the Cash Option and those Whiterock Unitholders who elect the Unit Option. Should the market price of the Dundee Units decline, the value of the consideration received by Whiterock Unitholders that elect the Unit Option will decline as well. Conversely, if the market price of the Dundee Units increases, Whiterock Unitholders that elect the Unit Option may receive consideration with a higher market value than the Whiterock Unitholders who had elected the Cash Option for their Deposited Whiterock Units.

Variations in the market price of the Dundee Units may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Dundee (either alone or combined with Whiterock), including factors that may affect the business, operations or prospects of Dundee, as well as general market volatility.

The actual consideration received by Whiterock Unitholders will depend on pro-ration

Dundee is offering to purchase Whiterock Units on the basis of, at the election of the Whiterock Unitholder, \$16.25 in cash for each Whiterock Unit (to a maximum of \$360 million in aggregate) or the Exchange Number of Dundee Units for each Whiterock Unit (to a maximum number of Dundee Units in aggregate as set forth in the Offer). The maximum amount of cash and the maximum number of Dundee Units issuable by Dundee are capped and will be pro-rated if elections made by Whiterock Unitholders exceed such maximums. Consequently, a depositing Whiterock Unitholder that elects the Unit Option in respect of all of its Whiterock Units may receive a portion of the consideration for its Deposited Whiterock Units in cash and a depositing Whiterock Unitholder that elects the Cash Option in respect of all of its Whiterock Units may receive a portion of the consideration for its Deposited Whiterock Units in Dundee Units.

The acquisition of Whiterock by Dundee may not realize the anticipated benefits in the expected time-frames or at all, due to anticipated challenges or delays with integrating Whiterock into Dundee

The Acquisition has been entered into with the expectation that its successful completion will result in greater long-term potential and value creation for Dundee than it could achieve on its own. This expectation is based, in part, on a presumed increase in the financial strength and access to capital of Dundee following completion of the Transaction and certain presumed cost and operational synergies from consolidation, including, among other things, the internalization of third party property management and the elimination of overlapping service facilities, certain public company costs of Whiterock and duplicative office and general administrative expenses. These anticipated benefits and synergies will depend in part on whether the operations, systems, management and culture of Whiterock can be integrated into Dundee in an efficient and effective manner and whether the presumed bases or sources of synergies produce the benefits anticipated.

Most operational and strategic decisions, and most staffing decisions, have not yet been made and may not have been fully identified. These decisions and the integration of Whiterock into Dundee could present significant challenges to Dundee management, including the integration of systems and personnel and special risks, including possible unanticipated liabilities and expenses, significant one-time write-offs or restructuring charges and the loss of key Whiterock employees. There can be no assurance that there will be operational or other synergies realized by Dundee, or that the integration of Whiterock's operations, systems, management, personnel and cultures will be timely or effectively accomplished, or ultimately will be successful in achieving the anticipated benefits. The integration process may lead to greater than expected operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, client or suppliers) for Dundee that may affect the ability of Dundee to realize the anticipated benefits and synergies of the Acquisition or may materially and adversely affect Dundee's business, results of operations and/or financial condition.

Dundee's pro forma indebtedness following completion of the Acquisition will be higher than Dundee's existing indebtedness

Dundee's indebtedness as at September 30, 2011 was approximately \$2.3 billion. Dundee's pro forma indebtedness as at September 30, 2011, after giving effect to the Acquisition and Dundee's proposed financing arrangements described in Section 8 of the Dundee Circular, "Source of Funds" would be approximately \$3.5 billion (assuming that the maximum amount of cash available under the Offer is elected under the Cash Option). As a result of this expected increase in indebtedness, demands on Dundee's cash resources will increase after the successful completion of the Acquisition. Although Dundee intends to access the public markets to repay the financing arrangements put in place in connection with the Acquisition, there can be no assurance that it will be able to do so in a timely manner or on favourable terms and its ability to do so will depend on market conditions and other factors. In the event that Dundee is unable to repay amounts under its financing facilities within the fixed period stated therein, it would incur additional fees under such facilities.

Financing

Dundee is subject to the risks associated with debt financing, including the risk that Dundee may be unable to make interest or principal payments or meet loan covenants, the risk that defaults under a loan could result in cross-defaults or other lender rights or remedies under other loans, and the risk that existing indebtedness may not be able to be refinanced or that the terms of such refinancing may not be as favourable as the terms of existing indebtedness. A portion of the financing to be drawn by Dundee under the Credit Facilities will bear interest at floating interest rates and, accordingly, changes in short term borrowing rates can affect Dundee's cost of borrowing.

17. Certain Canadian Federal Income Tax Considerations

In the opinion of Wilson & Partners LLP, a law firm affiliated with PricewaterhouseCoopers LLP and special tax counsel to Dundee, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable under the Tax Act to a Whiterock Unitholder who (a) disposes of Whiterock Units to Dundee in exchange for cash and/or Dundee Units pursuant to the Offer, or (b) disposes of Whiterock Units to Whiterock in exchange for Dundee Units pursuant to the Acquisition. This summary assumes that, for the purposes of the Tax Act, the Whiterock Unitholder is resident in Canada and, at all relevant times, holds Whiterock Units and will hold Dundee Units received in exchange therefor as capital property, and deals at arm's length and is not affiliated with Whiterock, Dundee and their respective affiliates. Generally, Whiterock Units will be considered to be capital property to a Whiterock Unitholder provided that the Whiterock Unitholder does not hold the Whiterock Units in the course of carrying on a business and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Whiterock Unitholders whose Whiterock Units might not otherwise qualify as capital property may be entitled to have them treated as capital property by making an irrevocable election under subsection 39(4) of the Tax Act. Whiterock Unitholders who do not hold their Whiterock Units as capital property should consult their own tax advisors regarding their particular circumstances.

This summary is not applicable to a Whiterock Unitholder: (i) that is a "financial institution" for purposes of the mark-to-market rules; (ii) that is a "specified financial institution"; (iii) that has elected to determine its Canadian tax results in accordance with a "functional currency"; or (iv) an interest in which is a "tax shelter investment", as each term is defined in the Tax Act. Such Whiterock Unitholders should consult their own tax advisors.

This summary is based upon the provisions of the Tax Act and the regulations thereunder (the “**Regulations**”) and counsel’s understanding, based on publicly available published materials, of the administrative policies and assessing practices of the CRA, all in effect as of the date of this Dundee Circular . This summary takes into account all specific proposals to amend the Tax Act and the Regulations that have been publicly announced by or on behalf of the Minister prior to the date of this Dundee Circular (the “**Tax Proposals**”). Except for the Tax Proposals, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action, or changes in CRA’s administrative policies and assessing practices, nor does it take into account provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed herein. This summary assumes that the Tax Proposals will be enacted as currently proposed, but no assurances can be given that this will be the case. There can be no assurances that CRA will not change its administrative policies and assessing practices.

For the purposes of this summary, counsel has relied upon representations and warranties in the Transaction Agreement that each of Whiterock and Dundee has, at all material times, qualified and is expected to continue to qualify as a “mutual fund trust” for the purposes of the Tax Act. If Whiterock or Dundee were not to qualify as a mutual fund trust at any particular time, the income tax considerations described below would, in some respects, be materially different.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Whiterock Unitholder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Whiterock Unitholders are urged to consult their own tax advisors to determine the particular tax effects to them of the Offer or the Acquisition (as applicable) and any other consequences to them of such transactions under Canadian federal, provincial, territorial or local tax laws and under foreign tax laws, having regard to their own particular circumstances.

Persons not resident in Canada should be aware that the Offer is not being made to them and the Acquisition may result in tax consequences for them in the United States, other foreign jurisdictions and/or in Canada. Such consequences are not described herein. Each Whiterock Unitholder who is not a resident of Canada should consult his or her own tax advisor concerning the tax effects of the Acquisition and/or his or her exchange of Whiterock Units.

Disposition of Whiterock Units Pursuant to the Offer

In general, a disposition of Whiterock Units pursuant to the Offer in exchange for Dundee Units and/or cash will give rise to a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Whiterock Units, net of any costs of disposition, exceed (or are less than) the adjusted cost base of the Whiterock Units to the Whiterock Unitholder immediately prior to the disposition. The proceeds of disposition of the Whiterock Units will generally be equal to the aggregate of the fair market value of any Dundee Units received in exchange therefor and any cash received. The cost for tax purposes of any Dundee Units received in exchange for Whiterock Units will be equal to the fair market value of such Dundee Units. For the purpose of determining the adjusted cost base of such Dundee Units, the cost of such Dundee Units will be determined by averaging their cost with the adjusted cost base of all other Dundee Units held as capital property immediately before the time of the exchange.

One-half of any capital gain realized on the disposition will be required to be included in computing income under the Tax Act and, subject to the detailed rules in the Tax Act, one-half of any capital loss realized on the

disposition may generally be deducted only from taxable capital gains of the Whiterock Unitholder in the year of disposition, in the three preceding taxation years or in any subsequent taxation years, to the extent and under the circumstances described in the Tax Act. Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax.

Transfer of Whiterock Assets to Dundee pursuant to the Acquisition

Provided that Whiterock and the Whiterock Limited Partnership file an election under subsection 97(2) of the Tax Act in the manner and time prescribed, the sale of all or substantially all of the assets of Whiterock to the Whiterock Limited Partnership should occur on a tax-deferred basis. Consequently, there should be no taxable income to Whiterock arising from this transfer.

Provided that Whiterock and Dundee file an election under section 132.2 of the Tax Act in the manner and time prescribed, the Acquisition will constitute a “qualifying exchange” as defined in section 132.2 of the Tax Act, thereby allowing the Whiterock Assets to be transferred to Dundee for proceeds of disposition equal to the tax cost of such assets. In such circumstance, there should be no taxable income to Whiterock arising from the transfer. Alternatively, the transfer may be organized so as to create income in Whiterock equal to the amount of any unused or latent losses or available deductions of Whiterock. Again, in such circumstance, there should be no taxable income to Whiterock arising from the transfer. Dundee has advised counsel that the transfer of Whiterock Assets to Dundee will be organized so that it occurs on one of the foregoing bases. Since neither alternative should result in any net income to Whiterock, there should be no need to make any distributions to the Whiterock Unitholders solely as a result of the transfer and, therefore, there should be no tax liability to the Whiterock Unitholders resulting from the transfer.

The current taxation year of Whiterock will be deemed to end following the transfer of the Whiterock Assets to Dundee, giving rise to a short taxation year for Whiterock (as well as for Dundee). If, based on bona fide estimates, Whiterock determines that its undistributed taxable income for this short taxation year exceeds prior distributions made to Whiterock Unitholders in that period, Whiterock will pay a special distribution to Whiterock Unitholders, at least one business day prior to the Closing Date, to ensure that Whiterock will not be liable for tax under Part I of the Tax Act for this short taxation year. Please see Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – Order of Transactions; Special Distribution”. The tax treatment to Whiterock Unitholders of this special distribution will be determined in a manner similar to that applicable to other distributions that have been paid or payable by Whiterock to them.

Disposition of Whiterock Units by Whiterock Unitholders pursuant to the Acquisition

The Acquisition will constitute a “qualifying exchange” as defined in section 132.2 of the Tax Act. Accordingly, where a Whiterock Unitholder disposes of Whiterock Units to Whiterock pursuant to the Acquisition in exchange for Dundee Units, the Whiterock Unitholder’s proceeds of disposition for the Whiterock Units disposed of, and the cost to the Whiterock Unitholder of the Dundee Units received in exchange therefor, will be deemed to be equal to the adjusted cost base to the Whiterock Unitholder of the Whiterock Units immediately prior to their disposition (which adjusted cost base will take into account any reductions resulting from the special distribution to be made by Whiterock described above). For the purpose of determining the adjusted cost base of the Dundee Units acquired by a Whiterock Unitholder on such exchange, the cost of such Dundee Units will be determined by averaging their cost with the adjusted cost base of all other Dundee Units held as capital property by such Whiterock Unitholder immediately before the exchange.

Whiterock will not realize a gain or loss on the transfer of the Dundee Units to the Whiterock Unitholders on the redemption or retraction of Whiterock Units.

Holding and Disposing of Dundee Units Received in Exchange for Whiterock Units

Subsequent to the exchange of Whiterock Units for Dundee Units pursuant to the Offer or the Acquisition, a former Whiterock Unitholder will be subject to taxation as a Dundee Unitholder. The tax treatment to the former Whiterock Unitholder will be substantially the same as the tax treatment to which the former Whiterock Unitholder was subject as a Whiterock Unitholder. This tax treatment is outlined below.

Qualification of Dundee as a “Real Estate Investment Trust”

SIFT Legislation – The SIFT Legislation effectively taxes certain income of a publicly-traded trust or partnership that is distributed to its investors on the same basis as would have applied had the income been earned through a taxable corporation and distributed by way of dividend to its shareholders. These rules apply only to “SIFT trusts”, “SIFT partnerships” (each as defined in the Tax Act) and their investors. A trust resident in Canada will generally be a SIFT trust for a particular taxation year for purposes of the Tax Act if, at any time during the taxation year, investments in the trust are listed or traded on a stock exchange or other public market and the trust holds one or more “non-portfolio properties” (as defined in the Tax Act). Non-portfolio properties generally include certain investments in real properties situated in Canada and certain investments in corporations and trusts resident in Canada and in partnerships with specified connections to Canada. However, a trust will not be considered a SIFT trust for a taxation year if it qualifies as a “real estate investment trust” (as defined in the Tax Act) for that year (the “**REIT Exception**”) (discussed below).

Where the SIFT Legislation applies, distributions of a SIFT trust’s “non-portfolio earnings” are not deductible in computing the SIFT trust’s net income. Non-portfolio earnings are generally defined as income attributable to a business carried on by the SIFT trust in Canada or to income (other than certain dividends) from, and taxable capital gains from the disposition of, non-portfolio properties. The SIFT trust is itself liable to pay income tax on an amount equal to the amount of such non-deductible distributions at a rate that is substantially equivalent to the combined federal and provincial general tax rate applicable to taxable Canadian corporations. Such non-deductible distributions paid to a holder of units of the SIFT trust are generally deemed to be taxable dividends received by such holder from a taxable Canadian corporation. Such deemed dividends will qualify as “eligible dividends” for purposes of the enhanced gross-up and dividend tax credit available under the Tax Act to individuals resident in Canada. Distributions that are paid as returns of capital will generally not attract the tax under the SIFT Legislation.

REIT Exception – A trust that satisfies the REIT Exception is excluded from the definition of a SIFT trust in the Tax Act and is therefore not subject to the SIFT Legislation. On December 16, 2010, Tax Proposals were released for public comment with respect to the rules to qualify for the REIT Exception. If enacted as proposed, the amendments, which are generally relieving in nature, will be effective for the 2011 and subsequent taxation years and also on an elective basis for earlier taxation years.

Assuming that the Tax Proposals are enacted as proposed, the following five criteria must be met in order for a trust to qualify for the REIT Exception in a year subsequent to 2010, as well as prior to 2011 if the trust elects in the prescribed manner and within the prescribed time:

- (a) at each time in the taxation year, the total fair market value at that time of all “non-portfolio properties” that are “qualified REIT properties” held by the trust must be at least 90% of the total fair market value at that time of all non-portfolio properties held by the trust;

- (b) not less than 90% of the trust's "gross REIT revenue" for the taxation year must be from one or more of the following: "rent from real or immovable properties", interest, capital gains from the disposition of "real or immovable properties", dividends, royalties and gains from dispositions of "eligible resale properties";
- (c) not less than 75% of the trust's gross REIT revenue for the taxation year must be from one or more of the following: rent from real or immovable properties, interest from mortgages, or hypothecs, on real or immovable properties, and capital gains from dispositions of real or immovable properties;
- (d) at each time in the taxation year an amount that is equal to 75% or more of the equity value of the trust at that time, is the amount that is the total fair market value of all properties held by the trust each of which is real or immovable properties, cash, deposits (within the meaning of the *Canada Deposit Insurance Corporation Act* or with a branch in Canada of a bank or a credit union), indebtedness of a Canadian corporation represented by a banker's acceptance, and debt issued or guaranteed by the Canadian government or issued by a province, municipal government or certain other qualifying public institutions; and
- (e) investments in the trust must be, at any time in the taxation year, listed or traded on a stock exchange or other public market.

The SIFT Legislation contains specific rules under which a trust could qualify for the REIT Exception where it holds its real properties indirectly through intermediate entities, provided that, other than with respect to the listing or trading requirement, each such entity, assuming it were a trust, would satisfy the REIT Exception.

The REIT Exception in the SIFT Legislation contains a number of technical tests and the determination as to whether Dundee qualifies for the REIT Exception in any particular taxation year can only be made at the end of that taxation year. Based on representations as to certain factual matters from an officer of Dundee, Dundee has, at all times since December 31, 2007 and throughout 2011, qualified for the REIT Exception under the SIFT Legislation as currently enacted and management of Dundee has advised counsel that Dundee has qualified, and expects to continue to qualify, under the REIT Exception, as proposed to be amended, throughout 2011 and subsequent taxation years and that each direct or indirect Subsidiary of Dundee qualifies, and is expected to continue to qualify as an "excluded subsidiary entity" as defined in the Tax Act throughout 2012 and subsequent taxation years.

This summary assumes this to be the case. If Dundee does not so qualify or ceases to qualify as a real estate investment trust under the REIT Exception, or each direct or indirect Subsidiary of Dundee were not to qualify as an excluded subsidiary entity, the income tax considerations described herein would, in some respects, be materially different.

Taxation of Dundee

With the exception of the short taxation year resulting from the Acquisition, the taxation year of Dundee is the calendar year. In each taxation year, Dundee will generally be subject to tax under Part I of the Tax Act on its income for the year, including net taxable capital gains for that year and its allocated share of the income from its underlying partnerships for the fiscal period of such underlying partnerships ending in, or coinciding with the year-end of Dundee, less the portion thereof that it deducts in respect of the amounts paid or payable, or deemed to be paid or payable, to Dundee Unitholders in the year. An amount will be considered to be payable to a Dundee Unitholder in a taxation year if it is paid to the Dundee Unitholder in the year by Dundee or if the Dundee Unitholder is entitled in that year to enforce payment of the amount.

In computing its income for purposes of the Tax Act, Dundee may deduct reasonable administrative costs and other reasonable expenses incurred by it for the purpose of earning income.

Having regard to the present intention of Dundee's trustees, Dundee is required to make distributions in each year to Dundee Unitholders in an amount sufficient to ensure that Dundee will generally not be liable for tax under Part I of the Tax Act in any year (after taking into account any applicable tax refunds to Dundee). Where income of Dundee in a taxation year exceeds the total cash distributions for that year, such excess income may be distributed to Dundee Unitholders in the form of additional Dundee Units. Income of Dundee payable to Dundee Unitholders, whether in cash, additional Dundee Units or otherwise, will generally be deductible by Dundee in computing its taxable income.

An in specie redemption of any Subsidiary Securities and the transfer by Dundee of Subsidiary Securities to redeeming Dundee Unitholders will each be treated as a disposition by Dundee of such Subsidiary Securities for proceeds of disposition equal to the fair market value thereof. Dundee will realize a capital gain (or a capital loss) to the extent that the proceeds from these dispositions exceed (or are less than) the adjusted cost base of the Subsidiary Securities, as the case may be, and any reasonable costs of disposition.

Losses incurred by Dundee cannot be allocated to Dundee Unitholders, but can be deducted by Dundee in future years in computing its taxable income, in accordance with the Tax Act. In the event Dundee would otherwise be liable for tax on its net taxable capital gains realized by Dundee for a taxation year, it will be entitled for each taxation year to reduce (or receive a refund in respect of) its liability, if any, for such tax by an amount determined under the Tax Act based on the redemption of units of Dundee during the year (the "capital gains refund"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset Dundee's tax liability for the taxation year arising in connection with the transfer of property in specie to redeeming Dundee Unitholders on the redemption of Dundee Units and the related in specie redemption by Dundee of any Subsidiary Securities. The Dundee Declaration of Trust provides that all or a portion of any capital gain or income realized by Dundee in connection with such redemptions may, at the discretion of the trustees, be treated as capital gains or income paid to, and designated as capital gains or income of, the redeeming Dundee Unitholder. Such income or the taxable portion of any capital gain so designated must be included in the income of the redeeming Dundee Unitholders (as income or taxable capital gains) and will be deductible by Dundee in computing its income.

Dundee Trust Distributions

A Dundee Unitholder is generally required to include in computing income for a particular taxation year the portion of the net income of Dundee for the taxation year of Dundee ending on or before the particular taxation year end of the Dundee Unitholder, including net taxable capital gains (determined for the purposes of the Tax Act), that is paid or payable, or deemed to be paid or payable, to the Dundee Unitholder in the particular taxation year, whether or not those amounts are received in cash, additional Dundee Units or otherwise. The non-taxable portion of any net capital gains of Dundee that is paid or payable, or deemed to be paid or payable, to a Dundee Unitholder in a taxation year will not be included in computing the Dundee Unitholder's income for the year. Any other amount in excess of the net income and net taxable capital gains of Dundee that is paid or payable, or deemed to be paid or payable, by Dundee to a Dundee Unitholder in a taxation year, including the further bonus distribution reinvested in Dundee Units under the Dundee DRIP, will not generally be included in the Dundee Unitholder's income for the year. A Dundee Unitholder will be required to reduce the adjusted cost base of its Dundee Units by the portion of any amount (other than proceeds of disposition in respect of the redemption of Dundee Units and the non-taxable portion of net capital gains) paid or payable to such Dundee Unitholder that was not included in computing the Dundee Unitholder's income and will realize a capital gain to the extent that the adjusted cost base of the Dundee Unitholder's Dundee Units would otherwise be a negative amount.

Provided that appropriate designations are made by Dundee, such portions of the net taxable capital gains, taxable dividends received, or deemed to be received, on shares of taxable Canadian corporations and foreign source income as are paid or payable, or deemed to be paid or payable, by Dundee to Dundee Unitholders will effectively retain their character and be treated and taxed as such in the hands of Dundee Unitholders for purposes of the Tax Act, and Dundee Unitholders may be entitled to claim a foreign tax credit for foreign taxes paid by Dundee. To the extent that amounts are designated as having been paid to Dundee Unitholders out of the net taxable capital gains of Dundee, such designated amounts will be deemed for tax purposes to be received by Dundee Unitholders in the year as a taxable capital gain and will be subject to the general rules relating to the taxation of capital gains described below. To the extent that amounts are designated as having been paid to Dundee Unitholders out of taxable dividends received, or deemed to be received, on shares of taxable Canadian corporations, they will be subject to the normal gross-up and dividend tax credit provisions in respect of Dundee Unitholders who are individuals, to the refundable tax under Part IV of the Tax Act in respect of Dundee Unitholders that are private corporations and certain other corporations controlled directly or indirectly by or for the benefit of an individual (other than a trust) or related group of individuals (other than trusts), and to the deduction in computing taxable income in respect of Dundee Unitholders that are corporations. A Dundee Unitholder that is a Canadian-controlled private corporation (as defined in the Tax Act) throughout its taxation year may also be liable to pay an additional refundable tax on certain investment income, including taxable capital gains. Dundee Unitholders should consult their own tax advisors for advice with respect to the potential application of these provisions.

Certain taxable dividends received by individuals from a corporation resident in Canada will be eligible for the enhanced dividend tax credit to the extent certain conditions are met and designations are made, such as the dividend being sourced out of income that is subject to tax at the general corporate tax rate. This may apply to distributions made by Dundee to the Dundee Unitholders that have as their sources eligible dividends received from a corporation resident in Canada, to the extent Dundee makes the appropriate designation to have such eligible dividends deemed received by the Dundee Unitholder and provided that the corporate dividend payer makes the required designation to treat such taxable dividends as eligible dividends.

Disposition of Dundee Units

On the disposition or deemed disposition of a Dundee Unit by a Dundee Unitholder, whether on redemption or otherwise, the Dundee Unitholder will generally realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition exceed (or are less than) the aggregate of the Dundee Unitholder's adjusted cost base of the Dundee Unit and any reasonable costs of disposition. Proceeds of disposition will not include an amount payable by Dundee that is otherwise required to be included in the Dundee Unitholder's income (such as an amount designated as payable by Dundee to a redeeming Dundee Unitholder out of capital gains or income of Dundee).

For the purpose of determining the adjusted cost base to a Dundee Unitholder, when a Dundee Unit is acquired, the cost of the newly-acquired Dundee Unit will be averaged with the adjusted cost base of all of the Dundee Units owned by the Dundee Unitholder as capital property immediately before that acquisition. The adjusted cost base of a Dundee Unit to a Dundee Unitholder will include all amounts paid by the Dundee Unitholder for the Dundee Unit, with certain adjustments. The cost to a Dundee Unitholder of Dundee Units received in lieu of a cash distribution of income of Dundee will be equal to the amount of such distribution that is satisfied by the issuance of such Dundee Units. The cost of Dundee Units acquired on the reinvestment of distributions under the Dundee DRIP will be the amount of such investment. There will be no net increase or decrease in the aggregate adjusted cost base of all of a Dundee Unitholder's Dundee Units as a result of the receipt of the further bonus distribution reinvested in Dundee Units under the Dundee DRIP; however, the adjusted cost base per Dundee Unit will be reduced.

Where the redemption price for Dundee Units is paid and satisfied by way of a distribution in specie to the Dundee Unitholders of Subsidiary Securities, the proceeds of disposition to the Dundee Unitholder of the Dundee Units will be equal to the fair market value of the property so distributed less any income or capital gain realized by Dundee as a result of the redemption of those Dundee Units to the extent such income or capital gain is designated by Dundee to the redeeming Dundee Unitholder.

Where income or capital gain realized by Dundee as a result of the redemption of Dundee Units has been so designated by Dundee, the Dundee Unitholder will be required to include in computing the Dundee Unitholder's income and the taxable portion of the capital gain so designated. The cost of any Subsidiary Security distributed by Dundee to a Dundee Unitholder upon a redemption of Dundee Units will generally be equal to the fair market value of such Subsidiary Security at the time of distribution.

Taxation of Capital Gains

One-half of any capital gains realized by a Dundee Unitholder and the amount of any net taxable capital gains designated by Dundee in respect of a Dundee Unitholder will be included in the Dundee Unitholder's income as a taxable capital gain. One-half of any capital loss realized by a Dundee Unitholder on a disposition, or deemed disposition of Dundee Units, may generally be deducted only from taxable capital gains of the Dundee Unitholder in the year of disposition, in the three preceding taxation years or in any subsequent taxation years, to the extent and under the circumstances described in the Tax Act.

Where a Dundee Unitholder that is a corporation or a trust (other than a mutual fund trust) disposes of a Dundee Unit, the Dundee Unitholder's capital loss from the disposition will generally be reduced by the amount of any dividends received by Dundee previously designated by Dundee to the Dundee Unitholder, to the extent and under the circumstances prescribed in the Tax Act. Analogous rules apply where a corporation or trust (other than a mutual fund trust) is a member of a partnership that disposes of Dundee Units.

Alternative Minimum Tax

In general terms, net income of Dundee, paid or payable, or deemed to be paid or payable, to a Dundee Unitholder who is an individual or trust (other than certain specified trusts), and that is designated as taxable dividends or as net taxable capital gains, and capital gains realized on the disposition of Dundee Units may increase the Dundee Unitholder's liability for alternative minimum tax.

Eligibility for Investment

In the opinion of counsel, based on representations of Dundee as to certain factual matters and subject to the qualifications and assumptions given under the heading "Certain Canadian Federal Income Tax Considerations", Dundee Units will be qualified investments under the Tax Act for Plans. If Dundee ceases to qualify as a mutual fund trust and as a registered investment under the Tax Act and the Dundee Units cease to be listed on a designated stock exchange (which includes the TSX), the Dundee Units will not be qualified investments under the Tax Act for Plans. Subsidiary Securities received as a result of a redemption *in specie* of Dundee Units may not be qualified investments for Plans, and this may give rise to adverse consequences to such Plan or the holder of or the annuitant or beneficiary under that Plan. Accordingly, Plans that own Dundee Units should consult their own tax advisors before deciding to exercise the redemption rights attached to the Dundee Units.

The Dundee Units will not be a "prohibited investment" for a trust governed by a TFSA, a RRSP or a RRIF provided the holder, annuitant or beneficiary of such Plan deals at arm's length with Dundee for purposes of the

Tax Act and does not have a significant interest (within the meaning of the Tax Act) in Dundee or in any person or partnership with which Dundee does not deal at arm's length for purposes of the Tax Act. Individuals who hold or intend to hold Dundee Units in a TFSA, RRSP or RRIF should consult their own tax advisers.

18. Approval of the Offer

Except as set forth herein Dundee has no knowledge regarding whether any Whiterock Unitholders will accept the Offer or vote for the Acquisition Resolution.

19. Auditors, Transfer Agent and Registrar

The auditors of Dundee are PricewaterhouseCoopers LLP, Chartered Accountants, 18 York Street, Suite 2600, Toronto, Ontario, M5J 0B2, (416-863-1133).

The transfer agent and registrar for the Dundee Units is Computershare Trust Company of Canada at its principal office in Toronto, Ontario.

20. Depositary

Dundee has engaged CIBC Mellon Trust Company as the Depositary to receive deposits of Whiterock Units. The Depositary will also facilitate book-entry transfers of Whiterock Units. The Depositary will receive reasonable and customary compensation from Dundee for its services in connection with the Offer, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liabilities under securities Laws and expenses in connection therewith.

21. Financial Advisor

Dundee Real Estate Asset Management retained TD Securities Inc. to act as its financial advisor with respect to the Offer.

22. Information and Proxy Solicitation Agent

Whiterock has retained Laurel Hill Advisory Group to act as Information and Proxy Solicitation Agent in connection with the Offer. The Information and Proxy Solicitation Agent will receive reasonable and customary compensation from Whiterock for services in connection with the Offer and will be reimbursed for certain out-of-pocket expenses.

23. Legal Matters

Certain legal matters in connection with the Offer and the Acquisition (including the issuance of Dundee Units offered hereby) will be passed upon on behalf of Dundee by Osler, Hoskin & Harcourt LLP, with respect to securities and other matters, and Wilson & Partners LLP, a law firm affiliated with PricewaterhouseCoopers LLP, with respect to certain tax matters.

24. Expenses of the Offer

Dundee estimates that if it completes all of the Contemplated Transactions, the total amount required to pay the expenses of Dundee and/or its affiliates in connection with the Offer will be approximately \$10 million. Whiterock will also incur expenses.

25. Interests of Experts

As at the date hereof, the partners and associates of Osler, Hoskin & Harcourt LLP, as a group, and Wilson & Partners LLP, as a group, each beneficially own, directly or indirectly, less than 1% of the outstanding securities of Dundee and its respective affiliates and associates.

26. Documents Incorporated by Reference

The following documents of Dundee filed with the securities commission or similar authority in each of the provinces of Canada are specifically incorporated by reference into and form an integral part of the Offer to Purchase and the Dundee Circular:

- (a) the Dundee AIF;
- (b) the management information circular of Dundee dated April 18, 2011 prepared in connection with the annual meeting of unitholders held on May 12, 2011;
- (c) the audited consolidated financial statements of Dundee as at December 31, 2010 and December 31, 2009 and for the years ended December 31, 2010 and December 31, 2009, together with the notes thereto and the independent auditor's report thereon;
- (d) management's discussion and analysis of the financial condition and results of operations of Dundee for the year ended December 31, 2010;
- (e) the unaudited consolidated interim financial statements of Dundee as at September 30, 2011 and for the period ended September 30, 2011, together with the notes thereto;
- (f) management's discussion and analysis of the financial condition and results of operations of Dundee for the period ended September 30, 2011;
- (g) the material change report of Dundee dated January 18, 2012;
- (h) the business acquisition report of Dundee dated February 23, 2011; and
- (i) the business acquisition report of Dundee dated August 15, 2011.

Information regarding Dundee has been incorporated by reference in the Offer to Purchase and the Dundee Circular from documents filed with the Canadian securities regulatory authorities. Copies of these documents incorporated herein by reference may be obtained without charge from the Secretary of Dundee, 30 Adelaide Street East, Suite 1600, Toronto, Ontario, M5C 3H1, telephone: (416) 365-3535 and are also available electronically at www.sedar.com.

The following sections of the Whiterock AIF filed with the securities commission or similar authority in each of the provinces of Canada are specifically incorporated by reference into and form an integral part of the Offer and the Dundee Circular: "Description of the Business – Overview of Property Portfolio", "Description of the Business – Tenant Composition", "Description of the Business – Schedule of Lease Maturities", "Description of the Business – Mortgages Payable", "Description of the Business – Acquisition and Operating Facilities", "Development of the Business – Toronto Property Description", "Development of the Business – Montreal Property Descriptions", "Development of the Business – Halifax Property Description", and "Risk Factors".

Information regarding Whiterock has been incorporated by reference in the Offer to Purchase and the Dundee Circular from the Whiterock AIF filed with the Canadian securities regulatory authorities. Copies of these documents incorporated herein by reference may be obtained without charge from the Chief Financial Officer of Whiterock, 401 The West Mall, Suite 1000, Toronto, Ontario M9C 5J5 (telephone (416) 351-7878) and are also available electronically at www.sedar.com.

Any documents of the type referred to above, any comparative interim financial statements, any business acquisition report and any material change reports (except confidential material change reports, if any), filed by Dundee with the provincial securities commissions or similar authorities in Canada after the date of the Offer and the Dundee Circular and prior to the Expiry Time shall be deemed to be incorporated by reference into and form an integral part of the Offer and the Dundee Circular.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of the Offer and the Dundee Circular to the extent that a statement contained herein, or in any other subsequently filed document which is incorporated or is deemed to be incorporated by reference herein, modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or omission to state a material fact that was required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall be deemed, except as so modified or superseded, not to constitute a part of the Offer and the Dundee Circular.

27. Statutory Rights

Securities legislation in certain of the provinces and territories of Canada provides securityholders of Whiterock with, in addition to any other rights that they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or a notice that is required to be delivered to the securityholders. However, such rights must be exercised within prescribed time limits. Securityholders of Whiterock should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult with a lawyer.

28. Trustees' Approval

The contents of the Offer and the Dundee Circular have been approved, and the sending of the Offer and the Dundee Circular to the Whiterock Unitholders and the holders of Whiterock Convertible Securities has been authorized, by the Dundee Trustees.

CERTIFICATE OF DUNDEE REAL ESTATE INVESTMENT TRUST

Dated: January 26, 2012

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

DUNDEE REAL ESTATE INVESTMENT TRUST

(Signed) Michael J. Cooper
Vice Chairman and Chief Executive Officer

(Signed) Mario Barrafato
Senior Vice President and Chief Financial Officer

On behalf of the Board of Trustees

(Signed) Duncan Jackman
Trustee

(Signed) Robert G. Goodall
Trustee

AUDITOR'S CONSENT

We have read the take-over bid circular of Dundee Real Estate Investment Trust ("Dundee"), dated January 26, 2012, relating to the offer by Dundee to purchase all of the issued and outstanding units of Whiterock Real Estate Investment Trust. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the unitholders of Dundee on the consolidated balance sheets of Dundee as at December 31, 2010 and December 31, 2009 and the consolidated statements of net income and comprehensive income, unitholders' equity and cash flows for the years ended December 31, 2010 and December 31, 2009. Our report is dated February 24, 2011.

(Signed) PricewaterhouseCoopers LLP
Chartered Accountants
Licensed Public Accountants

Toronto, Ontario
January 26, 2012

AUDITOR'S CONSENT

We have read the take-over bid circular of Dundee Real Estate Investment Trust ("Dundee"), dated January 26, 2012, relating to the offer by Dundee to purchase all of the issued and outstanding units of Whiterock Real Estate Investment Trust. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the shareholders of Realex Properties Corp. ("Realex") on the consolidated balance sheets of Realex as at September 30, 2010 and 2009 and the consolidated statements of income (loss) and comprehensive income (loss), deficit and cash flows for the years then ended. Our report is dated November 25, 2010.

(Signed) Deloitte & Touche LLP
Chartered Accountants

Calgary, Alberta
January 26, 2012

AUDITOR'S CONSENT

We have read the take-over bid circular of Dundee Real Estate Investment Trust ("Dundee"), dated January 26, 2012, relating to the offer by Dundee to purchase all of the issued and outstanding units of Whiterock Real Estate Investment Trust. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the partners of Blackstone/Slate Canadian Portfolio of Real Estate Partnerships (the "Partnerships") on the combined balance sheets of the Partnerships as at December 31, 2010 and 2009 and the combined statements of operations, partners' capital and cash flows for the years then ended. Our report is dated June 29, 2011.

(Signed) Deloitte & Touche LLP
Chartered Accountants
Licensed Public Accountants

Toronto, Ontario
January 26, 2012

CONSENT OF COUNSEL

To: The Trustees of Dundee Real Estate Investment Trust

We hereby consent to the reference to our name and opinion contained under “Certain Canadian Federal Income Tax Considerations” in the take-over bid circular of Dundee Real Estate Investment Trust (“Dundee”) dated January 26, 2012, relating to the offer by Dundee to purchase all of the units of Whiterock Real Estate Investment Trust.

(Signed) Wilson & Partners LLP

Toronto, Ontario
January 26, 2012

APPENDIX I



DUNDEE REAL ESTATE INVESTMENT TRUST

PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

For the nine months ended September 30, 2011

and the year ended December 31, 2010

*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

DUNDEE REAL ESTATE INVESTMENT TRUST
PRO FORMA CONSOLIDATED BALANCE SHEET
September 30, 2011

(prepared under IFRS) (unaudited) (in thousands of Canadian dollars)	Dundee Real Estate Investment Trust	Whiterock	Subtotal	Notes	Pro Forma Adjustments	Pro Forma
ASSETS						
NON-CURRENT ASSETS						
Investment properties	\$3,959,420	\$690,716	\$4,650,136	3c,d	\$ 201,308	\$4,851,444
Equity accounted investments	121,053	185,475	306,528	3c,d	72,555	379,083
Property management contracts	—	—	—	3d,e	16,512	16,512
Other non-current assets	17,375	24,545	41,920	3c,d	(16,683)	25,237
	<u>4,097,848</u>	<u>900,736</u>	<u>4,998,584</u>		<u>273,692</u>	<u>5,272,276</u>
CURRENT ASSETS						
Amounts receivable	9,321	762	10,083		—	10,083
Prepaid expenses	11,741	14,893	26,634	3c,d	(6,000)	20,634
Cash and cash equivalents	20,678	424	21,102	3c,d	(3,853)	17,249
	<u>41,740</u>	<u>16,079</u>	<u>57,819</u>		<u>(9,853)</u>	<u>47,966</u>
Total assets	<u>\$4,139,588</u>	<u>\$916,815</u>	<u>\$5,056,403</u>		<u>\$ 263,839</u>	<u>\$5,320,242</u>
LIABILITIES						
NON-CURRENT LIABILITIES						
Debt	\$2,085,876	\$473,719	\$2,559,595	3c,d,f	\$ 90,098	\$2,649,693
Subsidiary redeemable units	111,192	—	111,192		—	111,192
Deposits	9,499	2,141	11,640		—	11,640
Deferred unit incentive plan	11,436	—	11,436		—	11,436
Other financial instruments	4,629	5,155	9,784	3d	(2,965)	6,819
	<u>2,222,632</u>	<u>481,015</u>	<u>2,703,647</u>		<u>87,133</u>	<u>2,790,780</u>
CURRENT LIABILITIES						
Debt	56,586	—	56,586	3c,d,f	390,374	446,960
Amounts payable and accrued liabilities	63,470	13,491	76,961		—	76,961
Distributions payable	11,352	2,772	14,124		—	14,124
	<u>131,408</u>	<u>16,263</u>	<u>147,671</u>		<u>390,374</u>	<u>538,045</u>
Total liabilities	<u>2,354,040</u>	<u>497,278</u>	<u>2,851,318</u>		<u>477,507</u>	<u>3,328,825</u>
EQUITY						
Unitholders' equity	1,600,527	337,092	1,937,619	3a	(94,286)	1,843,333
Retained earnings	185,755	82,207	267,962	3a	(119,144)	148,818
Accumulated other comprehensive (loss) income	(734)	238	(496)	3a	(238)	(734)
Total equity	<u>1,785,548</u>	<u>419,537</u>	<u>2,205,085</u>		<u>(213,668)</u>	<u>1,991,417</u>
Total liabilities and equity	<u>\$4,139,588</u>	<u>\$916,815</u>	<u>\$5,056,403</u>		<u>\$ 263,839</u>	<u>\$5,320,242</u>

DUNDEE REAL ESTATE INVESTMENT TRUST
PRO FORMA CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
For The Nine Month Period Ended September 30, 2011

(prepared under IFRS) (unaudited) (in thousands of Canadian dollars)	Dundee Real Estate Investment Trust	Whiterock	Blackstone ⁽¹⁾	Realex ⁽²⁾	Subtotal	Notes	Pro Forma Adjustments	Pro Forma
Investment properties revenue	\$282,946	\$ 63,999	\$ 54,524	\$ 5,852	\$407,321	4c	\$ 9,509	\$ 416,830
Investment properties operating expenses	112,613	29,027	26,043	2,219	169,902	4c	1,279	171,181
NET RENTAL INCOME	<u>170,333</u>	<u>34,972</u>	<u>28,481</u>	<u>3,633</u>	<u>237,419</u>		<u>8,230</u>	<u>245,649</u>
OTHER INCOME AND EXPENSES								
General and administrative	(11,080)	(2,748)	37	(293)	(14,084)		—	(14,084)
Share of net earnings from equity accounted investments	24,881	22,086	—	—	46,967	4a,b,c	(9,282)	37,685
Fair value adjustments to investment properties	70,370	4,190	—	—	74,560	4b	(4,190)	70,370
Amortization	—	—	—	—	—	4e	(1,238)	(1,238)
Acquisition-related costs, net	(5,734)	—	—	—	(5,734)		—	(5,734)
Interest								
Debt	(61,719)	(17,193)	(14,193)	(1,234)	(94,339)	4a,c	(10,348)	(104,687)
Subsidiary redeemable units	(5,773)	—	—	—	(5,773)		—	(5,773)
Mortgage prepayment penalty	—	(1,617)	—	—	(1,617)		—	(1,617)
Interest and fee income	1,513	2,005	—	97	3,615	4c	412	4,027
Fair value adjustments to financial instruments	(4,632)	1,500	—	—	(3,132)	4d	(1,500)	(4,632)
NET INCOME	<u>\$178,159</u>	<u>\$ 43,195</u>	<u>\$ 14,325</u>	<u>\$ 2,203</u>	<u>\$237,882</u>		<u>\$(17,916)</u>	<u>\$ 219,966</u>
OTHER COMPREHENSIVE INCOME (LOSS)								
Fair value loss on interest rate swap	(734)	(412)	—	—	(1,146)		—	(1,146)
Unrealized foreign currency translation gain	—	1,170	—	—	1,170	4f	(1,170)	—
Other comprehensive income from equity accounted investments	—	(349)	—	—	(349)		—	(349)
	<u>(734)</u>	<u>409</u>	<u>—</u>	<u>—</u>	<u>(325)</u>		<u>(1,170)</u>	<u>(1,495)</u>
COMPREHENSIVE INCOME	<u><u>\$177,425</u></u>	<u><u>\$ 43,604</u></u>	<u><u>\$ 14,325</u></u>	<u><u>\$ 2,203</u></u>	<u><u>\$237,557</u></u>		<u><u>\$(19,086)</u></u>	<u><u>\$ 218,471</u></u>

(1) Blackstone results for January 1 – August 14, 2011 (see Note 1)

(2) Realex results for January 1 – February 8, 2011 (see Note 1)

DUNDEE REAL ESTATE INVESTMENT TRUST
PRO FORMA CONSOLIDATED STATEMENTS OF NET INCOME AND COMPREHENSIVE INCOME
For The Year Ended December 31, 2010

<u>(prepared under Canadian GAAP (unaudited) (in thousands of Canadian dollars, except per unit amounts)</u>	<u>Dundee Real Estate Investment Trust</u>	<u>Whiterock</u>	<u>Blackstone</u>	<u>Realex</u>	<u>Subtotal</u>	<u>Note</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma</u>
REVENUES								
Rental properties revenue	\$279,352	\$73,727	\$108,560	\$ 56,696	\$518,335	5a,b,f	\$(12,759)	\$505,576
Income from equity accounted investments	—	2,813	—	—	2,813	5a,b,d,f	(12,061)	(9,248)
Interest and fee income	1,577	27	—	1,178	2,782	5f	669	3,451
	<u>280,929</u>	<u>76,567</u>	<u>108,560</u>	<u>57,874</u>	<u>523,930</u>		<u>(24,151)</u>	<u>499,779</u>
EXPENSES								
Rental properties operating expenses	106,954	31,484	50,812	20,574	209,824	5a,f	(5,469)	204,355
Interest	59,732	22,397	38,464	12,383	132,976	5d	(2,453)	130,523
Mortgage prepayment penalty	—	700	—	—	700		—	700
Depreciation of rental properties	40,656	8,989	14,647	7,044	71,336	5b	5,240	76,576
Amortization of leasing costs, tenant improvements and intangibles	39,685	6,802	16,874	6,402	69,763	5b,c	23,472	93,235
General and administrative	9,317	2,214	2,888	5,933	20,352	5a,f	(1,114)	19,238
	<u>256,344</u>	<u>72,586</u>	<u>123,685</u>	<u>52,336</u>	<u>504,951</u>		<u>19,676</u>	<u>524,627</u>
INCOME (LOSS) BEFORE INCOME TAXES								
	<u>24,585</u>	<u>3,981</u>	<u>(15,125)</u>	<u>5,538</u>	<u>18,979</u>		<u>(43,827)</u>	<u>(24,848)</u>
PROVISION FOR (RECOVERY OF) INCOME TAXES								
Current income taxes	13	—	—	—	13		—	13
Future income taxes	—	—	—	(1,850)	(1,850)	5e	1,850	—
	<u>13</u>	<u>—</u>	<u>—</u>	<u>(1,850)</u>	<u>(1,837)</u>		<u>1,850</u>	<u>13</u>
INCOME (LOSS) BEFORE DISCONTINUED OPERATIONS								
	<u>24,572</u>	<u>3,981</u>	<u>(15,125)</u>	<u>7,388</u>	<u>20,816</u>		<u>(45,677)</u>	<u>(24,861)</u>
NET INCOME (LOSS) FROM DISCONTINUED OPERATIONS								
	<u>2,418</u>	<u>82</u>	<u>—</u>	<u>(17,254)</u>	<u>(14,754)</u>		<u>—</u>	<u>(14,754)</u>
NET INCOME (LOSS)	<u>\$ 26,990</u>	<u>\$ 4,063</u>	<u>\$ (15,125)</u>	<u>\$ (9,866)</u>	<u>\$ 6,062</u>		<u>\$(45,677)</u>	<u>\$(39,615)</u>
BASIC AND DILUTED INCOME (LOSS) PER UNIT								
Continuing operations	\$ 0.64					5h		\$ (0.45)
Discontinued operations	0.06					5h		(0.27)
NET INCOME (LOSS)	<u>\$ 0.70</u>							<u>\$ (0.71)</u>
NET INCOME (LOSS)	<u>\$ 26,990</u>	<u>\$ 4,063</u>	<u>\$ (15,125)</u>	<u>\$ (9,866)</u>	<u>\$ 6,062</u>		<u>\$(45,677)</u>	<u>\$(39,615)</u>
OTHER COMPREHENSIVE INCOME								
Other comprehensive income (loss) from equity accounted investments	—	(171)	—	—	(171)		—	(171)
Transfer foreign currency translation adjustment to net income on sale of property	6,609	—	—	—	6,609		—	6,609
COMPREHENSIVE INCOME (LOSS)	<u>\$ 33,599</u>	<u>\$ 3,892</u>	<u>\$ (15,125)</u>	<u>\$ (9,866)</u>	<u>\$ 12,500</u>		<u>\$(45,677)</u>	<u>\$(33,177)</u>

Dundee Real Estate Investment Trust
Notes to the Pro Forma Consolidated Financial Statements
(All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
For the nine month period ended September 30, 2011
And the year ended December 31, 2010

1. BASIS OF PRESENTATION

Dundee Real Estate Investment Trust (“Dundee REIT” or the “Trust”) is an open-ended investment trust created pursuant to a Declaration of Trust, as amended and restated, under the laws of the Province of Ontario. The consolidated financial statements of Dundee REIT include the accounts of Dundee REIT and its consolidated subsidiaries. Dundee REIT’s portfolio comprises office and industrial properties located across Canada in Vancouver, Calgary, Edmonton, Yellowknife, Saskatoon, Regina, Toronto, Kitchener-Waterloo, London, Ottawa, Montreal and Halifax. A subsidiary of Dundee REIT performs the property management function.

The pro forma consolidated financial statements have been prepared by management based on historical financial statements in accordance with Canadian generally accepted accounting principles (“Canadian GAAP”) for the year ended December 31, 2010 and in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“IFRS”) for the nine months ended September 30, 2011, to give effect to the proposed offer and acquisition (the “Acquisition”) of all outstanding and issued units of Whiterock Real Estate Investment Trust (“Whiterock”) by Dundee REIT to be accounted for as a business combination on the basis and assumptions and adjustments described below. In addition, the pro forma consolidated financial statements include the previous acquisition of Blackstone Real Estate Advisors LP and Slate Properties Inc., combined (“Blackstone”) which closed on August 15, 2011, accounted for as an asset acquisition, and the previous acquisition of Realex Properties Corp. (“Realex”) that closed on February 8, 2011, accounted for as a business combination. The pro forma consolidated financial statements have been prepared based on the Trust’s September 30, 2011 unaudited interim consolidated financial statements and the December 31, 2010 audited consolidated financial statements, the Whiterock September 30, 2011 unaudited interim consolidated financial statements and the December 31, 2010 audited consolidated financial statements, the Blackstone/Slate Canadian Portfolio of Real Estate Partnerships December 31, 2010 audited combined financial statements, and the Realex September 30, 2010 audited consolidated financial statements.

The pro forma consolidated balance sheet gives effect to the Acquisition as if it had occurred on September 30, 2011. The Whiterock amounts in the pro forma consolidated balance sheet were obtained from the Whiterock unaudited interim consolidated financial statements as at September 30, 2011 prepared in accordance with IFRS.

The pro forma consolidated statement of net income and comprehensive income for the year ended December 31, 2010 gives effect to the Acquisition, the Blackstone acquisition, the Realex acquisition if they had occurred on January 1, 2010. The Whiterock amounts in the pro forma consolidated statement of net income and comprehensive income for the year ended December 31, 2010 were obtained from the Whiterock consolidated financial statements for the year ended December 31, 2010 prepared in accordance with Canadian GAAP. The Blackstone amounts in the pro forma consolidated statement of net income and comprehensive income for the year ended December 31, 2010 were obtained from the Blackstone/Slate Canadian Portfolio of Real Estate Partnerships audited combined financial statements for the year ended December 31, 2010 prepared in accordance with Canadian GAAP. The Realex amounts in the pro forma consolidated statement of net income and comprehensive income for the year ended December 31, 2010 were obtained from the Realex audited consolidated financial statements for the year ended September 30, 2010 prepared in accordance with Canadian GAAP.

Dundee Real Estate Investment Trust
Notes to the Pro Forma Consolidated Financial Statements
 (All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
 For the nine month period ended September 30, 2011
 And the year ended December 31, 2010

The pro forma consolidated statement of comprehensive income for the nine months ended September 30, 2011 gives effect to the proposed Acquisition, the acquisition of Blackstone and the acquisition of Realex as if it had occurred on January 1, 2010. The Whiterock amounts in the pro forma consolidated statement of comprehensive income for the nine months ended September 30, 2011 were obtained from the Whiterock unaudited interim financial statements for the nine months ended at September 30, 2011 prepared in accordance with IFRS. The results relating to Blackstone are included in the results of the Trust for the nine months ended September 30, 2011, from the date of acquisition of control on August 15, 2011 to September 30, 2011. The Trust has included an adjustment to the pro forma statement of comprehensive income for the IFRS income of Blackstone from January 1, 2011 to the date of acquisition of control. The results relating to the Realex acquisition are included in the results of the Trust for the nine months ended September 30, 2011, from the date of acquisition of control on February 8, 2011, to September 30, 2011. The Trust has included an adjustment to the pro forma statement of comprehensive income for the IFRS income of Realex from January 1, 2011 to the date of acquisition of control.

The pro forma consolidated financial statements include estimates and assumptions effective January 24, 2012.

The pro forma consolidated financial statements are not necessarily indicative of the results that would have occurred had the transactions been consummated at the dates indicated nor are they necessarily indicative of future operating results or the financial position of the Trust.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies used in the preparation of the pro forma financial statements are in accordance with those disclosed in the Trust's audited consolidated financial statements for the year ended December 31, 2010 in accordance with Canadian GAAP and the Trust's unaudited interim consolidated financial statements for the nine months ended September 30, 2011 prepared in accordance with IFRS, respectively. These pro forma consolidated statements do not include all of the information and disclosures required by Canadian GAAP for annual financial statements or IFRS for interim financial statements and therefore should be read in conjunction with the December 31, 2010 and September 30, 2011 consolidated financial statements of the Trust, respectively. Additionally, the Trust has reclassified certain items on Whiterock's consolidated financial statements as at September 30, 2011, for the nine months ended September 30, 2011 and the year ended December 31, 2010 to reflect the financial presentation of Dundee REIT's consolidated financial statements for the respective periods.

3. PRO FORMA ASSUMPTIONS AND CONSOLIDATED BALANCE SHEET ADJUSTMENTS

(a) Equity

i) Unitholders' Equity

The pro forma adjustment to Unitholders' equity reconciles as follows:

	\$
Units issued (7,066,037 x \$34.36)	242,806
Elimination of Whiterock's Unitholders' equity	(337,092)
Unitholders' equity	(94,286)

Dundee Real Estate Investment Trust
Notes to the Pro Forma Consolidated Financial Statements
 (All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
 For the nine month period ended September 30, 2011
 And the year ended December 31, 2010

ii) Retained Earnings

The pro forma adjustment to retained earnings includes the elimination of Whiterock's retained earnings of \$82,207 and the recording of transaction costs of \$23,150 and the cash settlement of vested and unvested Whiterock stock options of \$13,788.

iii) Accumulated Other Comprehensive Income ("AOCI")

The pro forma adjustment to AOCI is to eliminate Whiterock's AOCI of \$238.

(b) Proposed acquisition of Whiterock

The Acquisition is assumed to be paid partially in cash to a maximum of \$360,000 and partly by the issuance of a maximum of 17,428,871 Dundee REIT units. Under this assumption, the Trust is assumed to purchase 14,941,946 issued and outstanding Whiterock Units as at September 30, 2011 through the issuance of 7,066,037 Dundee REIT units at an assumed price of \$34.36 at a conversion rate of 0.4729 Dundee REIT units per Whiterock unit, and pay \$360,000 in cash for a total consideration of \$602,806, excluding acquisition related disbursements of \$36,938 which have been expensed in accordance with IFRS. The Whiterock units outstanding at September 30, 2011 include units issued subsequent to September 30, 2011 as well as assumes the convertible debentures in-the-money and available to be converted, have been converted into Whiterock units.

The Acquisition is recorded at its purchase price which has been allocated as indicated below as of September 30, 2011 under IFRS.

The allocation of the purchase price is preliminary. The actual value of the assets acquired may differ from the amount disclosed upon finalization of the Acquisition.

The Trust's sources and uses of funds after completion of the offer to purchase are contemplated as follows:

	\$
Units issued (7,066,037 x \$34.36)	242,806
Cash	360,000
Consideration paid	\$602,806

(c) Events subsequent to September 30, 2011

Subsequent to September 30, 2011 Whiterock entered into the following transactions for which balances and results have been included in the pro forma consolidated financial statements:

Whiterock acquired a forty-percent interest in a portfolio of multi-tenant flex office properties in Edmonton for a purchase price of \$43,200, net of assumed and new mortgages of \$27,200, the net equity of \$16,000, has been recorded in equity accounted investments and an adjustment of \$16,000 has been recorded as a reduction to cash and cash equivalents. The mortgages bear interest at an average rate of 3.87% for a remaining average term of 4 years.

Dundee Real Estate Investment Trust
Notes to the Pro Forma Consolidated Financial Statements
 (All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
 For the nine month period ended September 30, 2011
 And the year ended December 31, 2010

Whiterock entered into an agreement to purchase the freehold interest in Airway Centre 2-4 in Mississauga, a property which Whiterock currently owns a 100 percent leasehold interest for \$110,000. As part of the acquisition, Whiterock assumed a mortgage on the property with a principal amount of \$76,000 at an interest rate of 2.6% and a remaining term of four years. The Trust applied the previously paid prepaid ground rent of \$16,283 and option deposit of \$6,400 against the consideration payable for the property, resulting in \$11,317 being recorded as the cash consideration paid. The ground lease had a gross expense of \$6,000 annually (\$4,500 for nine months) which was being offset by lease revenue of \$2,000 annually. Upon purchase of the leasehold interest the \$2,000 ground rent lease payment received from a third party was cancelled, accordingly, the Trust has increased its rental properties operating expenses by \$4,000 annually (\$3,000 for nine months).

On December 19, 2011 Whiterock completed concurrent offerings of \$23,053 Whiterock REIT units and convertible unsecured subordinated debentures due March 31, 2017 with an aggregate principal amount of \$51,650 at a face rate of 5.50%. Whiterock used part of these proceeds to repay convertible unsecured subordinated debentures of \$24,935, carrying a face rate of 6.3% that matured on December 31, 2011.

(d) Provisional fair value of identifiable assets and liabilities assumed

The identifiable assets and liabilities assumed including the events subsequent to September 30, 2011 in 3[©] above, have been recorded at their provisional fair values had the acquisition occurred on September 30, 2011. The provisional values under IFRS are as follows:

Investment properties	\$ 892,024
Equity Accounted investments	258,030
External property management contracts	16,512
Other non-current assets	7,862
Prepays	8,893
Amounts receivable	762
Cash	17,248
Assumed debt	(577,931)
Distributions payable	(2,772)
Deposits	(2,141)
Amounts payable and other liabilities	(13,491)
Other financial instruments	(2,190)
Purchase Price	<u>\$ 602,806</u>

The fair values above are provisional; the actual fair value of the identifiable assets and liabilities assumed will differ from the amount disclosed upon finalization of the Acquisition.

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Notes to the Pro Forma Consolidated Financial Statements
(All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
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(e) External property management contracts

An adjustment has been made to record the third party property management contracts of \$16,512 as an intangible asset, with a useful life of 10 years.

(f) Mortgage and Credit Facilities

The Trust has committed to a Secured Term Credit Facility and an Equity Bridge Facility with funds available up to \$375,000. The secured term facility bears interest at Bankers Acceptance (“BA”) + 1.75% with a term of one-year. The Trust expects to draw approximately \$210,000 on the secured term facility. The equity bridge facility bears interest at BA + 2.35% and has an initial term of six-months. This pro forma assumes the draw to be approximately \$165,000 on the equity bridge facility as well as \$3,560 on its revolving credit facility bearing interest at the BA + 3%.

Included in the net assets acquired is a fair value adjustment on mortgages payable (including mortgages held in equity accounted investments) of \$20,552.

(g) Acquisition of Blackstone and Realex

There is no effect on the pro forma consolidated balance sheet as at September 30, 2011 of the acquisitions of Blackstone and Realex as they are already included in the Trust’s unaudited consolidated balance sheet as at September 30, 2011.

**4. PRO FORMA ASSUMPTIONS AND STATEMENT OF COMPREHENSIVE INCOME
ADJUSTMENTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2011**

(a) Interest Expense

Interest expense related to Whiterock and its equity accounted investments has been adjusted to reflect the amortization of the fair value adjustment of assumed debt at acquisition and eliminate previously recorded deferred financing cost amortization of \$710 for the nine months ended September 30, 2011. The pro forma adjustments include interest expense from new financings related to the acquisition as well to reflect pro forma results for properties acquired in the third quarter of 2011, and subsequent to September 30, 2011.

Interest expense on the convertible debentures has been adjusted to reflect the new issuance by Whiterock of the Series H convertible debentures and Whiterock’s redemption of the Series E convertible debentures subsequent to September 30, 2011.

(b) Fair value adjustments on investment properties

An adjustment has been made to reverse the fair value gain on investment property recorded by Whiterock and its equity accounted investments for the nine months ended September 30, 2011. Subsequent to initial recognition, investment properties are adjusted to fair value each reporting period with changes in fair value

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recorded in net income. For purposes of the pro forma statement of comprehensive income, no changes in fair values of Whiterock's investment properties have been recorded as of September 30, 2011, refer to 3(d) above, as it is assumed to be the fair value at January 1, 2010.

(c) Acquisition of properties during the period of July 1, 2011 through to January 24, 2012

Adjustments have been made to reflect the pro forma results for properties acquired in the third quarter of 2011 to a full nine months of results. Adjustments have also been made to reflect the results of properties acquired subsequent to September 30, 2011 see 3[©].

(d) Fair Value Adjustments on Financial Instruments

The Trust has eliminated the fair value adjustments on Whiterock's convertible debentures as these have now been recorded at fair value on acquisition. The Trust has eliminated the fair value adjustment on Whiterock's unit options plan as the unit options are assumed to vest prior to the closing of the Acquisition. Option holders will be given the opportunity to have their options cancelled in consideration for cash payment. The Trust has assumed that all option holders will elect this option.

(e) Amortization

The Trust has included the amortization of the external property management contracts in its income for the nine months ended September 30, 2011. Amortization has been recorded based on a 10-year useful life.

(f) Unrealized Foreign Currency Translation Gain

The Trust has eliminated the acquired unrealized foreign currency translation gain of Whiterock.

5. PRO FORMA ASSUMPTIONS AND STATEMENT OF NET INCOME AND COMPREHENSIVE INCOME ADJUSTMENTS FOR THE YEAR ENDED DECEMBER 31, 2010

(a) Income from Directed Properties

The Trust purchased 29 properties from Blackstone. As part of the transaction the Trust entered into agreements to direct five of the assets ("Directed Properties") to third parties.

For the year ended December 31, 2010 an adjustment was made to remove the revenue properties revenue, revenue properties operating expenses, and general and administrative expenses of \$17,063, \$8,432 and \$1,114 respectively related to the Directed Properties.

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- (b) Purchase price allocation for the Whiterock, Blackstone and Realex acquisition in accordance with Canadian GAAP

i) Whiterock

The purchase price allocation under Canadian GAAP resulted in the following adjustments to net income related to the depreciation and amortization of rental revenue properties, tenant improvements, intangible assets and intangible liabilities:

	\$
Rental Revenue	1,683
Income from equity accounted investments	(21,615)
Depreciation	(16,310)
Amortization	(22,001)
Net Income	(58,243)

The actual fair value of the assets acquired may differ from the amounts estimated above. The useful lives of the rental properties is estimated to be 40 years. The useful lives of tenant improvements, fair value of in-place leases, fair value of lease origination costs and fair value of below-market leases is estimated to be 7 years. The useful life of the fair value of tenant relationships is estimated to be 10 years.

ii) Blackstone

Purchase price allocation for Blackstone acquisition in accordance with Canadian GAAP

The purchase price in Canadian GAAP resulted in the following adjustments to net income related to the depreciation and amortization of rental revenue properties, tenant improvements, intangible assets and intangible liabilities:

	\$
Rental Revenue	1,251
Depreciation	(12,811)
Amortization	(21,135)
Net Income	(32,695)

The actual fair value of the assets acquired may differ from the amounts estimated above. The useful lives of the rental properties is estimated to be 40 years. The useful lives of tenant improvements, fair value of in-place leases, fair value of lease origination costs and fair value of below-market leases is estimated to be 4 years. The useful life of the fair value of tenant relationships is estimated to be 10 years.

Dundee Real Estate Investment Trust
Notes to the Pro Forma Consolidated Financial Statements
 (All dollar amounts in thousands, except unit or per unit amounts) (unaudited)
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iii) Realex

Purchase price allocation for Realex acquisition in accordance with Canadian GAAP

The purchase price in Canadian GAAP resulted in the following adjustments to net income related to the depreciation and amortization of rental revenue properties, tenant improvements, intangible assets and intangible liabilities:

	\$
Depreciation	(6,799)
Amortization	<u>(12,013)</u>
Net Income	<u><u>(18,812)</u></u>

The actual fair value of the assets acquired may differ from the amounts estimated above. The useful lives of the rental properties is estimated to be 40 years. The useful lives of tenant improvements, fair value of in-place leases, fair value of lease origination costs and fair value of below-market leases is estimated to be 5 years. The useful life of the fair value of tenant relationships is estimated to be 10 years.

(c) Depreciation and amortization

Adjustments to depreciation of rental properties, amortization of deferred leasing costs, tenant improvements and intangible assets and amortization of the fair value of below-market leases (recorded in rental properties revenue) have been recorded to remove the amounts reflected in the financial statements of Whiterock, Blackstone and Realex for the twelve months ended December 31, 2010 and September 30, 2010 respectively, and to reflect the estimated depreciation and amortization of the Whiterock, Blackstone and Realex properties based on the estimated purchase price allocations for Canadian GAAP.

The Trust has included the amortization of the external property management contracts in its income for the year ended December 31, 2010.

(d) Interest Expense

Interest expense related to Whiterock has been adjusted to reflect the mark-to-market of assumed debt and eliminate deferred financing cost amortization. The pro forma adjustments include interest expense from new financing related to the acquisition as well to reflect pro forma results for properties acquired in the third quarter of 2011, and subsequent to September 30, 2011. Interest expense on the convertible debentures has been adjusted to reflect the new issuance by Whiterock subsequent to September 30, 2011, as well as Whiterock's redemption of convertible debentures.

Interest expense related to Blackstone has been adjusted to remove Blackstone's interest expense and replace it with interest expense on the Trust's financing for the purchase at the effective rate.

Dundee Real Estate Investment Trust
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(e) Income Tax

Future income taxes of Realex have been eliminated as the Trust is not subject to income taxes.

(f) General and Administrative Expenses

General and administrative expenses relating to Blackstone have been eliminated in the pro forma adjustments.

(g) Acquisition of properties during the period of July 1, 2011 through to January 24, 2012

Adjustments have been made to reflect the pro forma results for properties acquired in the third quarter of 2011 to a full year of results. Adjustments have also been made to reflect the results of properties acquired subsequent to September 30, 2011 for a full year of results.

(h) Earnings per share

Outstanding basic and diluted Dundee REIT units used in the earnings per share calculation as at December 31, 2010 are 38,757,113 and 38,863,220 respectively as recorded in the consolidated financial statements for the year ended December 31, 2010. The Trust has included a pro forma adjustment on the basic and diluted Dundee REIT units to reflect the 7,066,037 Dundee REIT units expected to be issued in exchange for Whiterock units upon close of the acquisition 5,037,000 units issued during the Blackstone acquisition and 4,749,500 units issued during the Realex acquisition. This results in pro forma basic and diluted weighted average units outstanding of 55,609,650 and 55,715,757 respectively.

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TRUSTEES' CIRCULAR
REGARDING THE OFFER MADE BY
DUNDEE REAL ESTATE INVESTMENT TRUST
FOR
ANY AND ALL OF THE ISSUED AND OUTSTANDING
TRUST UNITS
OF
WHITEROCK REAL ESTATE INVESTMENT TRUST

The Whiterock Trustees unanimously recommend that all Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

January 26, 2012

*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

WHITEROCK TRUSTEES' CIRCULAR

The information concerning Dundee contained in the Whiterock Trustees' Circular and in the Whiterock Information Circular has been taken from or is based solely upon publicly available documents and records on file with Canadian securities authorities and other public sources available at the time of the Offer. Although Whiterock has no knowledge that would indicate that any statements contained herein and taken from or based on such information are untrue or incomplete, neither Whiterock nor any of its officers or trustees assume any responsibility for the accuracy or completeness of such information or for any failure by Dundee to disclose events or facts that may have occurred or that may affect the significance or accuracy of any such information but that are unknown to Whiterock.

This Whiterock Trustees' Circular is issued by the Whiterock Trustees in connection with the Offer made by Dundee to Whiterock Unitholders to purchase any or all of the Whiterock Units, on the terms and subject to the conditions set forth in the related Offer.

Under the Offer, Whiterock Unitholders depositing their Whiterock Units may elect to receive for consideration per Whiterock Unit either:

- (a) \$16.25 cash, subject to pro-ration on the terms described herein and the Offer to Purchase and Dundee Circular (the "**Cash Option**"); or
- (b) 0.4729 Dundee Units, subject to pro-ration on the terms described herein and the Offer to Purchase and Dundee Circular (the "**Unit Option**"),

as elected by the Whiterock Unitholder in the applicable Letter of Transmittal (which is printed on YELLOW paper) or Notice of Guaranteed Delivery (which is printed on PINK paper).

A deposit to the Offer is NOT a vote for the Acquisition Resolution.

Whiterock Unitholders who support the Acquisition (including Whiterock Unitholders who accept the Offer) should indicate their approval of the Acquisition Resolution by completing and returning the form of proxy (which is printed on BLUE paper) provided in connection with the Whiterock Unitholders Meeting instructing the proxyholder to vote their Whiterock Units for the Acquisition Resolution at the Whiterock Unitholders Meeting.

Whiterock Unitholders wishing to accept the Offer may elect the Cash Option or the Unit Option in respect of their Whiterock Units, provided that the Cash Option and the Unit Option shall be subject to pro-ration if more than 22,153,846 Whiterock Units are deposited to the Offer pursuant to the Cash Option or the number of Whiterock Units deposited to the Offer pursuant to the Unit Option, together with the number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed) plus the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities at the Closing Time, exceeds 36,855,299, as applicable. The Letter of Transmittal and Notice of Guaranteed Delivery in respect of the Offer accompanying the Offer to Purchase and the Dundee Circular set forth the manner in which such election may be made.

Whiterock Unitholders who do not properly elect either the Cash Option or the Unit Option with respect to any Whiterock Units deposited by them pursuant to the Offer will be deemed to have elected the Unit Option.

The Offer is being made only for Whiterock Units and is not made for any Whiterock Convertible Securities. Any holder of Whiterock Convertible Securities who wishes to accept the Offer must, to the extent permitted by the terms of the security and applicable Laws, convert, exchange or exercise such Whiterock

Convertible Securities in order to deposit the resulting Whiterock Units in accordance with the terms of the Offer. Any such conversion, exchange or exercise must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Whiterock Convertible Securities will be in a position to deposit such Whiterock Units at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, “Manner of Acceptance – Procedure for Guaranteed Delivery”.

The acquisition (the “**Acquisition**”) involves: (i) at the Closing Time, Whiterock selling, transferring, conveying, assigning and delivering all or substantially all of the assets of Whiterock to the Whiterock Limited Partnership in consideration for limited partnership units of Whiterock Limited Partnership; and (ii) the sale by Whiterock of all of the Whiterock Assets to Dundee in consideration for cash, the assumption by Dundee of all of Whiterock’s liabilities, and the issuance by Dundee to Whiterock of Dundee Units on the basis of the Exchange Number of Dundee Units for each issued and outstanding Whiterock Unit. Each of the issued and outstanding Whiterock Units (except possibly for certain Whiterock Units to be held by Dundee upon completion of the Offer) will then be redeemed by Whiterock in consideration for the Exchange Number of Dundee Units. See Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Acquisition”.

The Acquisition is proposed in conjunction with the Offer made by Dundee to all Whiterock Unitholders.

For further details regarding the Offer and Acquisition, see Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Offer” and Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Acquisition” in the Dundee Circular.

Upon the recommendation of the Whiterock Special Committee, and after consultation with Whiterock’s legal counsel and the Whiterock Financial Advisor, including the receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer and Acquisition on the terms set forth in the Transaction Agreement, the Whiterock Trustees determined unanimously that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) the Offer and Acquisition are in the best interests of Whiterock, (iii) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution and (iv) the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer and deposit their Whiterock Units to the Offer.

The Whiterock Trustees unanimously recommend that Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

Contact Laurel Hill Advisory Group as set out on the back page of these materials for questions on voting and depositing your Whiterock Units.

For the reasons the Whiterock Trustees have made these unanimous recommendations see Section 2 of the Whiterock Trustees’ Circular, “Recommendation of the Whiterock Trustees”.

The Offer and Acquisition have been structured in order to, among other things, provide flexibility for each Whiterock Unitholder resident in Canada within the meaning of the Tax Act to achieve the tax treatment he, she or it prefers on the exchange of his, her or its Whiterock Units. Whiterock Unitholders who wish to exercise the option to exchange their Whiterock Units for cash or Dundee Units and have the exchange be treated as a taxable disposition for Canadian income tax purposes, may deposit their Whiterock Units to the Offer by completing Part A of the Letter of Transmittal (which is printed on YELLOW paper) accompanying the Dundee Circular, or by

following one of the alternative procedures for depositing Whiterock Units described in the related Dundee Circular. See Section 3 of the Offer to Purchase, “Manner of Acceptance”. Whiterock Unitholders who prefer to have the exchange of their Whiterock Units occur on a tax-deferred “rollover” basis for Canadian income tax purposes, so as to defer the realization of any gain (or loss) for Canadian income tax purposes until disposition of the Dundee Units, should complete Part B of the Letter of Transmittal. See Section 17 of the Dundee Circular, “Certain Canadian Federal Income Tax Considerations”.

1. BACKGROUND TO THE OFFER

The determination by the Whiterock Trustees that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) the Offer and Acquisition are in the best interests of Whiterock, (iii) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units FOR the Acquisition Resolution and (iv) the Whiterock Trustees recommend that any Whiterock Unitholders wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer and deposit their Whiterock Units to the Offer, are the result of a process conducted by the Whiterock Trustees and the Whiterock Special Committee. The following is a summary of the material meetings, negotiations, discussions and action between the parties that preceded the execution and public announcement of the Transaction Agreement.

On December 21, 2011, Michael Cooper, the Vice Chairman and Chief Executive Officer of Dundee, and Jason Underwood, Chief Executive Officer of Whiterock, discussed a possible combination transaction involving Dundee and Whiterock. Mr. Cooper expressed Dundee’s interest in pursuing a combination transaction with Whiterock and advised that, to that end, Dundee and its advisors were prepared to begin work immediately.

Later on December 21, 2011, Whiterock received an unsolicited, non-binding expression of interest from Dundee in respect of an acquisition of all of the Whiterock Units subject to, among other things, the satisfactory completion of confirmatory due diligence in respect of Whiterock and the negotiation of a definitive agreement with Whiterock and lock-up or voting agreements with the Whiterock Trustees and officers. The non-binding expression of interest set forth an indicative price of \$15.75 per Whiterock Unit and proposed a period of exclusivity during which time a “due diligence” investigation would be completed by Dundee and its advisors.

On December 22, 2011 the Whiterock Trustees met to discuss Dundee’s expression of interest. The Whiterock Trustees determined that it was in the best interests of Whiterock to fully evaluate the proposal as Dundee was a credible counterparty and the proposal conveyed serious interest in Whiterock. The Whiterock Trustees established a special committee (the “**Whiterock Special Committee**”) of the Whiterock Trustees with Oswald Pedde as Chairman and including Nick Kanji and Gregory Guido to consider the proposal and to determine if it would be in the best interests of Whiterock and Whiterock Unitholders to enter into the letter of intent with Dundee.

At its initial meeting on December 22, 2011, the Whiterock Special Committee resolved to retain CIBC World Markets Inc. (the “**Whiterock Financial Advisor**”) as its financial advisor. At a meeting held by the Whiterock Special Committee on December 23, 2011, attended by Whiterock’s Chief Executive Officer and a representative of Goodmans LLP, Whiterock’s legal counsel, it was confirmed that Goodmans LLP would provide legal advice to the Whiterock Special Committee and Whiterock. Goodmans LLP reviewed with the Whiterock Special Committee the duties of trustees in evaluating and considering the proposal.

Between December 22, 2011 and December 28, 2011 the Whiterock Financial Advisor conducted extensive analysis to assist the Whiterock Special Committee in its evaluation of the proposal. The Whiterock Special Committee met formally four times during this period to receive updates from the Whiterock Financial Advisor regarding the process of its work and details regarding its analysis.

On December 28 and 29, 2011, the Whiterock Special Committee and Whiterock Trustees met to evaluate and discuss Dundee's proposal. The Whiterock Financial Advisor provided a preliminary analysis with respect to, among other things, (i) the current Canadian commercial real estate environment; (ii) the state of the Canadian capital markets and, in particular, the market for REIT securities; (iii) the financial market's perspectives regarding Whiterock; (iii) key financial metrics implied by Dundee's proposal; (v) Whiterock's strategic plans and their potential execution risks; (vi) a review of Dundee and the level of interest that could reasonably be expected from other potential strategic and financial buyers of Whiterock; and (vii) potential options in responding to Dundee's proposal and appropriate next steps.

After discussion and consideration of all relevant factors, the Whiterock Special Committee concluded that a transaction with Dundee had the potential to be in the best interests of Whiterock and the Whiterock Unitholders and, as a result, it was prudent and appropriate to continue discussions with Dundee. With the Whiterock Special Committee's recommendation, on December 30, 2011, the Whiterock Trustees determined to proceed with negotiations with Dundee to explore if the terms of a letter of intent and the terms of a confidentiality agreement could be settled.

On December 29, 2011, Mr. Cooper was advised that the Whiterock Trustees had met to consider Dundee's expression of interest and were not prepared to consider a transaction at \$15.75 per Whiterock Unit.

Between December 29, 2011 and January 2, 2012, various discussions were held between representatives of Dundee and representatives of Whiterock regarding the terms of Dundee's expression of interest.

On January 2, 2012, in light of those discussions, Dundee submitted a revised non-binding expression of interest to Whiterock which set forth an indicative price of \$16.00 per Whiterock Unit (at least 1/3 of which would be satisfied by the issuance of Dundee units and the balance in cash) and a period of exclusivity until January 22, 2012 during which Dundee had the exclusive right to negotiate a transaction with Whiterock. Following submission of the non-binding expression of interest, representatives of Dundee and representatives of Whiterock continued their discussions to clarify some of the terms of Dundee's expression of interest and negotiate the terms of a confidentiality agreement. Whiterock's representatives indicated that Dundee should be prepared to seek any necessary third party consents prior to signing a definitive agreement with Whiterock.

On the morning of January 3, 2012, Dundee resubmitted its non-binding expression of interest to Whiterock, which clarified some of the terms of its expression of interest but did not change the price or period of exclusivity set out in the expression of interest it had submitted to Whiterock on January 2, 2012. This expression of interest remained subject to, among other things, confirmatory due diligence, approval of the Dundee Trustees and the negotiation of definitive agreements. The expression of interest also indicated that Whiterock and Dundee would identify the required third party consents during the confirmatory due diligence period and determine whether to seek any such consents before signing a definitive agreement. Concurrently with its expression of interest, Dundee delivered to Whiterock an executed confidentiality agreement which contained, among other things, a standstill provision restricting Dundee from acquiring any units of Whiterock for a period of 12 months except in limited circumstances.

On January 3, 2012, Whiterock agreed to a period of exclusive negotiations to January 22, 2012 as set out in Dundee's non-binding letter of intent, and Dundee and Whiterock entered into a confidentiality agreement allowing Dundee and its advisors to receive confidential information in connection with Dundee's consideration of a possible acquisition of Whiterock.

Beginning on January 3, 2012, Whiterock facilitated a due diligence review of its business and assets by Dundee and its financial, legal, accounting, tax and other advisors. A number of formal and informal meetings and presentations took place between Whiterock and its advisors and Dundee and its advisors, during which information regarding Whiterock and its business and properties was provided to Dundee.

As Dundee and its advisors conducted their due diligence regarding Whiterock, the Whiterock Special Committee had discussions and meetings with its legal advisors and the Whiterock Financial Advisor to obtain advice concerning Dundee's proposal, the status of Dundee's due diligence review and potential transaction terms. During the period from January 3, 2012 through January 16, 2012, the Whiterock Special Committee and the Whiterock Trustees met on 15 occasions.

On January 12, 2012, representatives of Dundee met with representatives of ROI, a co-owner with Whiterock in respect of a number of Whiterock's properties, to determine whether ROI would be prepared to consent to and waive its rights in respect of a transaction between Dundee and Whiterock.

A draft transaction agreement and form of voting agreement was provided by Dundee to Whiterock late in the evening of January 13, 2012. Dundee also provided a draft consent and waiver to ROI Capital on January 13, 2012. On January 15, 2012, Dundee, Whiterock and their respective advisors met twice to extensively negotiate the terms of the transaction agreement to be entered into between Dundee and Whiterock and the voting agreements to be entered into between Dundee and each of the Whiterock Trustees and officers of Whiterock. Whiterock and Dundee continued their extensive negotiations of the terms of the transaction agreement and voting agreements into the evening of January 15, 2012. Negotiation of the terms of the transaction agreement continued through the day on January 16, 2012, including in respect of the cash offer price and the Exchange Number of Dundee Units for Whiterock Units to be offered to the Whiterock Unitholders.

Negotiations with respect to the final terms of the transaction agreement were conducted by the parties while maintaining continuous communication with, and direction from, the Whiterock Special Committee and the Whiterock Trustees regarding the key remaining issues. A formal meeting was held early in the day on January 16, 2012, where the Whiterock Trustees met to receive an update regarding the status of negotiations and to provide guidance regarding the resolution of various outstanding issues.

Further discussions were held on January 16, 2012 between Dundee, Whiterock and their respective financial advisors regarding the final terms of the transaction while counsel to the parties discussed the final terms of the transaction agreement. Dundee proposed a final offer price of \$16.25 in cash (up to a maximum of \$360 million) or 0.4729 Dundee Units per Whiterock Unit.

The Whiterock Special Committee and the Whiterock Trustees again convened late in the evening of January 16, 2012 to: (i) review again with legal counsel its fiduciary duties; (ii) formally consider the final terms of the transaction agreement that had been negotiated over the prior days, including the fact that Dundee had increased its offer to acquire all of the Whiterock Units, at the election of Whiterock Unitholders, for each Whiterock Unit held to (a) \$16.25 per unit in cash (subject to a maximum aggregate cash amount of \$360 million) or (b) 0.4729 Dundee Units per Whiterock Unit, subject to a maximum aggregate of approximately 17.4 million Dundee Units; and (iii) receive a verbal Fairness Opinion from the Whiterock Financial Advisor. Based upon a number of factors, including, among others, receipt of the Fairness Opinion, the Whiterock Special Committee recommended to the Whiterock Trustees that the Whiterock Trustees determine that the consideration to be offered for Whiterock Units pursuant to the Transaction Agreement is fair to all Whiterock Unitholders, that it is in the best interests of Whiterock to support and facilitate the Offer and Acquisition and enter into the Transaction Agreement and that the Whiterock Trustees should recommend that Whiterock Unitholders vote for the Acquisition Resolution.

Upon the recommendation of the Whiterock Special Committee, and after consultation with Whiterock's legal counsel and the Whiterock Financial Advisor, including the receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer and Acquisition on the terms set forth in the Transaction Agreement, the

Whiterock Trustees determined unanimously that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) it is in the best interests of Whiterock to support and facilitate the Offer and the Acquisition and enter into the Transaction Agreement, (iii) the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer, and (iv) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution.

Late in the evening on January 16, 2012, Whiterock and Dundee executed the Transaction Agreement. Whiterock and Dundee issued a joint press release before markets opened on January 17, 2012 announcing the Transaction.

2. RECOMMENDATION OF THE WHITEROCK TRUSTEES

Upon the recommendation of the Whiterock Special Committee, and after consultation with Whiterock's legal counsel and the Whiterock Financial Advisor, including the receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer and Acquisition on the terms set forth in the Transaction Agreement, the Whiterock Trustees determined unanimously that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) the Offer and Acquisition are in the best interests of Whiterock, (iii) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution, and (iv) the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer.

The Whiterock Trustees unanimously recommend that Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

3. REASONS FOR THE RECOMMENDATION

The following is a summary of the principal reasons for the Whiterock Trustees' recommendation that Whiterock Unitholders vote **FOR** the Acquisition Resolution and those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis for Canadian income tax purposes **ACCEPT** the Offer and **DEPOSIT** their Whiterock Units to the Offer.

The benefits described below are based on market and business conditions existing as of the date hereof and reflect the Whiterock Trustees' best estimate of the effects of the Offer and the Acquisition. **There can be no assurance that the benefits will ultimately be achieved.** In making its recommendation concerning the Offer and the Acquisition, and concluding that the Offer and Acquisition is in the best interests of Whiterock, the Whiterock Trustees considered, among other relevant factors, the following:

Compelling Valuation and Premium to Market Values

The Offer and Acquisition provide compelling value for Whiterock Unitholders, taking into consideration both the existing assets and growth potential of Whiterock. The Offer and Acquisition implicitly values Whiterock's real estate portfolio at an attractive capitalization rate. Furthermore, the cash price under the Offer of \$16.25 for each Whiterock Unit represents an approximate 20% premium over the 20-day volume-weighted average price of Whiterock Units on the TSX as of January 16, 2012, being the last trading day on the TSX prior to the announcement of the Transaction. The Exchange Number of 0.4729 Dundee Units for each Whiterock Unit values the Whiterock Units at \$16.58 based on the closing price of \$35.07 for a Dundee Unit on the TSX on

January 16, 2012, representing an approximate 22% premium over the 20-day volume-weighted average price of the Whiterock Units on the TSX as of January 16, 2012. The Offer and the Acquisition also provide Whiterock Unitholders with an opportunity to realize a compelling valuation immediately and without exposure to the risks associated with pursuing Whiterock's business plan.

Creation of a Larger and More Diversified REIT

The combined entity would be the fourth largest REIT by market capitalization in Canada and will continue to be the largest REIT that provides office space in Canada. The increased scale and diversification would provide greater financial stability in volatile economic conditions and is expected to result in further improvements in Dundee's cost of capital. It is expected that, after the Acquisition, Dundee would have total assets of approximately \$5.9 billion (based on International Financial Reporting Standards and including Dundee's proportionate share of jointly held assets) and a market capitalization of approximately \$2.7 billion (based on the trading price of the Dundee Units on January 16, 2012 being the last trading day on the TSX prior to the announcement of the Transaction, and assuming \$360 million in cash is paid out under the Offer). Accordingly, it is expected that the Acquisition represents a meaningful opportunity for Whiterock Unitholders to realize additional value in the following ways: (i) Whiterock Unitholders would own units of an entity that, following the completion of the Acquisition, would potentially benefit from a lower cost of financing, resulting in, among other things, an enhanced ability to make accretive property acquisitions; and (ii) given its size, the combined entity also is expected to have a more significant presence in Canada's financial markets.

Greater Market Liquidity and Trading Volumes

Dundee's larger size also contributes to greater trading volumes, providing Whiterock Unitholders with greater market liquidity in any Dundee Units that they receive as consideration pursuant to the Offer and Acquisition. Furthermore, the trading volumes in the Dundee Units are likely to increase following the completion of the Offer and the Acquisition as a result of the Dundee Units that will be issued as consideration to Whiterock Unitholders.

Opportunity to Participate in Future Growth

The opportunity to receive Dundee Units provides Whiterock Unitholders with an opportunity to benefit from the future growth of the combined entity. Whiterock Unitholders electing to receive Dundee Units would also benefit from the opportunity to share in the benefit of any realized synergies as part of the transaction.

Review of Alternatives

The Whiterock Trustees believe, after a thorough review and after receiving the advice of the Whiterock Financial Advisor and the recommendation of the Whiterock Special Committee, that the immediate value offered to Whiterock Unitholders under the Offer and the Acquisition is more favourable to Whiterock Unitholders than the potential value that might have resulted from other alternatives reasonably expected to be available to Whiterock, including remaining a stand-alone entity and pursuing Whiterock's existing strategy, in each case taking into consideration the potential rewards, risks and uncertainties associated with those other alternatives.

Credibility of Dundee

Dundee is currently the sixth largest REIT in Canada by market capitalization and has a successful track record of completing and financing large scale and complex transactions. Dundee also has the financial and

operational experience and proven ability to complete transactions on agreed terms and demonstrated knowledge of Whiterock and its business. The Offer is not conditional on Dundee receiving financing as Dundee has a financing commitment in place to deliver the cash portion of the consideration.

Dundee's Strong Performance Record

Whiterock Unitholders who receive Dundee Units under the Offer or pursuant to the Acquisition would have the opportunity to participate in the future upside potential of the combined REIT. Dundee's management team has worked together for many years and has a long and successful track record for creating value. Its total ten-year cumulative return is over 425% and, since December 31, 2008, its unit price has risen from \$12.60 to \$35.07 at the time of announcing this Transaction, a 178% increase.

Consideration is Fair From a Financial Point of View

CIBC World Markets Inc. has provided a Fairness Opinion to the Whiterock Special Committee that, subject to the assumptions, limitations and qualifications contained therein, as of January 16, 2012, the consideration offered to Whiterock Unitholders pursuant to the Transaction Agreement is fair, from a financial point of view, to Whiterock Unitholders. A copy of the Fairness Opinion is attached as Appendix B to the Whiterock Trustees' Circular. Whiterock Unitholders should read the Fairness Opinion in its entirety. The summary of the Fairness Opinion in the Whiterock Trustees' Circular is qualified in its entirety by reference to the full text of the Fairness Opinion. The Fairness Opinion is not a recommendation as to whether or not Whiterock Unitholders should accept the Offer or deposit their Whiterock Units to the Offer.

Benefits of a Tax-Deferred Exchange

The Acquisition provides Whiterock Unitholders who are resident in Canada within the meaning of the Tax Act with the opportunity to exchange their Whiterock Units for Dundee Units on a tax-deferred "rollover" basis for Canadian income tax purposes so as to defer the realization of any gain (or loss) for Canadian income tax purposes. See Section 17 of the Dundee Circular, "Certain Canadian Federal Income Tax Considerations" in the Dundee Circular.

Preservation of Fundamental Characteristics

The Acquisition is expected to preserve for Whiterock Unitholders the characteristics that have historically been fundamental to Whiterock, including providing Whiterock Unitholders with predictable and stable cash distributions, payable monthly, and to a reasonable extent, tax-deferred, from investments primarily in a portfolio of income producing commercial properties, located in Canada and enhancing unitholder value through accretive real property acquisitions.

Support of Certain Unitholders

The Supporting Whiterock Unitholders have entered into Voting Agreements pursuant to which they have agreed, among other things, to vote their securities for the Acquisition Resolution, not to solicit any alternative proposals and to permit Whiterock to purchase for cancellation all Whiterock Options held by them. The Supporting Whiterock Unitholders hold approximately 2.7% of the outstanding Whiterock Units. See Section 5 of the Dundee Circular, "Purpose of the Offer and the Acquisition – Voting Agreements and Other Arrangements".

Ability to Respond to Superior Proposals

Under and subject to the Transaction Agreement, at any time prior to the Whiterock Unitholders Meeting, the Whiterock Trustees may respond, in accordance with its fiduciary duties to a Superior Proposal, subject to payment, in certain circumstances, of the Termination Payment. The Termination Payment represents approximately 3.3% of the equity value of Whiterock at the Offer price. The Whiterock Trustees received advice with respect to the reasonableness of the Termination Payment in relation to the size and terms of the Offer and the Acquisition and the circumstances in which it is payable.

The Whiterock Trustees also considered a number of potential risks relating to the Offer and the Acquisition, including:

Risk of Non-Completion

The risks to Whiterock if the Acquisition is not completed, including the costs to Whiterock in pursuing the Offer and the attention of management required in connection with the Contemplated Transactions.

Risks of Conditions and Termination Rights

The fact that the Dundee's obligations to complete the Acquisition are conditional and Dundee has rights to terminate the Transaction Agreement under certain circumstances. See Section 9 of the Dundee Circular "Transaction Agreement".

Non-Solicitation

The limitations contained in the Transaction Agreement on Whiterock's ability to solicit additional interest from third parties.

Termination Payment and Expenses

The fact that if the Transaction Agreement is terminated under certain circumstances, Whiterock must pay the Termination Payment to Dundee or the actual expenses of Dundee up to \$3 million.

The foregoing summary of the information and factors considered by the Whiterock Trustees is not intended to be exhaustive of the factors considered by the Whiterock Trustees in reaching its conclusion and making its recommendation, but includes certain factors considered by the Whiterock Trustees in reaching its conclusion and recommendation. The Whiterock Trustees evaluated the various factors summarized above in light of its knowledge of the business and the industry, financial condition and prospects of Whiterock. In view of the numerous factors considered in connection with their evaluation of the Offer and the Acquisition, the Whiterock Trustees did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching its decision. In addition, individual Whiterock Trustees may have given different weight to different factors. The Whiterock Trustees made its conclusion and unanimous recommendation after considering all of the information and factors involved.

4. FAIRNESS OPINION

The Whiterock Special Committee retained the Whiterock Financial Advisor as its exclusive financial advisor to provide advice and assistance to the Special Committee in evaluating the Offer and the Acquisition

and to prepare and deliver to the Special Committee the Fairness Opinion in respect of the consideration to be offered to Whiterock Unitholders pursuant to the Transaction Agreement. Prior to retaining the Whiterock Financial Advisor, the Whiterock Trustees considered the Whiterock Financial Advisor's qualifications and was satisfied that the Whiterock Financial Advisor was qualified to provide the services requested. In consideration of the services provided by the Whiterock Financial Advisor, Whiterock has agreed to pay the Whiterock Financial Advisor a fee, a portion of which is contingent on the successful completion of the Offer and the Acquisition. Whiterock has also agreed to indemnify the Whiterock Financial Advisor against certain liabilities.

The Whiterock Financial Advisor has provided the Whiterock Special Committee with a written Fairness Opinion dated January 16, 2012 stating that, as of such date and subject to the assumptions, qualifications and limitations described therein, the consideration offered to Whiterock Unitholders pursuant to the Transaction Agreement is fair, from a financial point of view, to Whiterock Unitholders. The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Appendix "B" to this Whiterock Trustees' Circular. The summary of the Fairness Opinion in this Whiterock Trustees' Circular is qualified in its entirety by reference to the full text of the Fairness Opinion. The Fairness Opinion is not a recommendation as to whether or not Whiterock Unitholders should accept the Offer or deposit their Whiterock Units to the Offer. The Fairness Opinion was one of a number of factors taken into account by the Whiterock Special Committee and the Whiterock Trustees in making their unanimous determinations that it is in the best interests of Whiterock to support and facilitate the Offer and the Acquisition and enter into the Transaction Agreement and to recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution.

Whiterock Unitholders should carefully review and consider the Fairness Opinion in its entirety. See Appendix "B" to this Whiterock Trustees' Circular.

5. TRANSACTION AGREEMENT

For a description of the terms and conditions of the Transaction Agreement, see Section 9 of the Dundee Circular, "Transaction Agreement".

6. TRADING HISTORY OF THE WHITEROCK UNITS

The Whiterock Units are listed and traded on the TSX. The following table sets forth, for the periods indicated, the reported high and low closing prices and volume of trading on the TSX:

	<u>High</u>	<u>Low</u>	<u>Volume</u>
2012			
January 1-20	16.15	13.20	7,563,070
2011			
December	13.50	12.80	1,820,399
November	13.49	12.35	1,371,484
October	13.20	10.45	1,860,969
September	13.30	11.82	1,791,741
August	12.95	10.02	2,596,858
July	13.24	12.76	1,065,669

7. OWNERSHIP OF SECURITIES OF WHITEROCK

As at January 16, 2012, there were 35,926,551 Whiterock Units issued and outstanding. The following table sets forth the names of all the Whiterock Trustees and officers of Whiterock and the number of Whiterock Units beneficially owned as at January 16, 2012, or over which control or direction is exercised by such person, and, where known after reasonable enquiry, by each associate or affiliate of an insider of Whiterock, each associate or affiliate of Whiterock, any insider of Whiterock other than a Whiterock Trustee or officer of Whiterock, any person or company acting jointly or in concert with Whiterock.

Name	Position	Units	Options ⁽¹⁾	Whiterock Convertible Debentures ⁽²⁾	Percentage of outstanding units ⁽⁴⁾
Oswald Pedde	Trustee, Chairman of the Board	88,825	271,440	—	0.25%
Frank Bucys	Trustee	101,658	301,550	75,000 ⁽³⁾	0.28%
Gregory Guido	Trustee	5,923	148,450	—	0.02%
Emerson Hughes	Trustee	46,295	108,000	—	0.13%
Nick Kanji	Trustee	34,175	138,250	—	0.10%
Jason Underwood	Trustee, President and Chief Executive Officer	686,349	1,235,250	—	1.91%
Kursat Kacira	Chief Financial Officer	2,400	50,000	—	0.01%
Stephen Smith	Senior Vice President, Operations	1,000	50,000	—	0.00%
Samantha Farrell	Vice President & Managing Director, Leasing	—	10,000	—	0.00%

Note:

- (1) All Whiterock Options will be purchased by Whiterock for cancellation by Whiterock pursuant to the terms of the Transaction Agreement.
- (2) Holders of outstanding Whiterock Convertible Debentures may convert outstanding Whiterock Convertible Debentures in accordance with their terms and deposit their Whiterock Units under the Offer. Following closing, holders of Whiterock Convertible Debentures will be entitled to receive Dundee Units upon conversion, as adjusted in accordance with the terms of the Whiterock Convertible Debenture Indenture.
- (3) \$75,000 principal amount of convertible debentures, Series F (controlled) which may be converted at a conversion price of \$13.22 for 5,673 Whiterock Units.
- (4) 35,926,551 Whiterock Units were issued and outstanding as of January 16, 2011.

8. INTENTIONS OF THE WHITEROCK TRUSTEES AND OFFICERS OF WHITEROCK

Each of the Whiterock Trustees and Whiterock executive officers (who beneficially own or control, in the aggregate, approximately 2.7% of the outstanding Whiterock Units) have agreed by execution of the Voting Agreements on January 16, 2012 to support the Offer and Acquisition and vote all of the Whiterock Units beneficially owned or controlled by them for the Acquisition Resolution.

The Voting Agreements are subject to a number of terms and conditions. For further information regarding the Voting Agreements, see Section 5 of the Dundee Circular, "Purpose of the Offer and the Acquisition – Voting Agreements and Other Arrangements".

9. RECENT TRADING IN SECURITIES OF WHITEROCK BY TRUSTEES, OFFICERS AND INSIDERS OF WHITEROCK

Except as set forth below, none of Whiterock, or any of the Whiterock trustees, officers of Whiterock or other insiders of Whiterock, or to the knowledge of Whiterock after reasonable enquiry, any of the associates or affiliates of an insider of Whiterock, or any affiliate or associate of Whiterock itself, or any person or company acting jointly or in concert with Whiterock, has traded in Whiterock Units during the six months preceding the date of this Whiterock Trustees' Circular:

Whiterock Units and Options

<u>Name</u>	<u>Number of Options/Units</u>	<u>Purchase/Exercise Price</u>	<u>Sale Price</u>	<u>Date of Trade</u>
Oswald Pedde	90	11.02	—	2011-08-15
Oswald Pedde	83	12.00	—	2011-09-15
Oswald Pedde	93	10.90	—	2011-10-15
Oswald Pedde	80	12.58	—	2011-11-15
Oswald Pedde	82	12.36	—	2011-12-15
Oswald Pedde	80	12.74	—	2011-12-31
Nick Kanji	255	11.02	—	2011-08-15
Nick Kanji	237	12.00	—	2011-09-15
Nick Kanji	262	10.90	—	2011-10-15
Nick Kanji	230	12.58	—	2011-11-15
Nick Kanji	234	12.36	—	2011-12-15
Nick Kanji	230	12.74	—	2011-12-31
Kursat Kacira	400	12.00	—	2011-09-30
Kursat Kacira	400	11.35	—	2011-10-03
Kursat Kacira	400	12.85	—	2011-12-05
Kursat Kacira	400	13.44	—	2011-12-21
Kursat Kacira	100	13.44	—	2011-12-22
Kursat Kacira	300	13.45	—	2011-12-22
Stephen Smith	500	10.56	—	2011-10-04
Stephen Smith	500	12.82	—	2011-11-28

Whiterock Convertible Debentures

<u>Name</u>	<u>Series</u>	<u>Amount</u>	<u>Sale Price</u>	<u>Date of Trade</u>
Frank Bucys	Series F	\$75,000	—	2011-12-12

Except as set forth below, none of the Whiterock Trustees, officers of Whiterock or other insiders of Whiterock have been issued Whiterock Units, or any securities convertible into Whiterock Units, during the two years preceding the date of this Whiterock Trustees' Circular:

<u>Name</u>	<u>Date of Trade</u>	<u>Type of Trade</u>	<u>Number of Securities</u>	<u>Price per Security</u>
Oswald Pedde	15-Feb-10	DRIP	66	\$ 9.50
	15-Mar-10	DRIP	69	\$ 9.47
	15-Apr-10	DRIP	69	\$ 9.65
	20-Apr-10	Purchase of units - indirect ownership	300	\$10.05
	15-May-10	DRIP	74	\$ 9.39
	15-Jun-10	DRIP	78	\$ 8.92
	15-Jul-10	DRIP	78	\$ 9.01
	3-Aug-10	Purchase of units - indirect ownership	2,250	\$ 9.67
	14-Aug-10	DRIP	75	\$ 9.50
	15-Sep-10	DRIP	90	\$10.67
	28-Sep-10	Exercise of options	6,249	\$10.00
	28-Sep-10	Exercise of options	(6,249)	\$10.00
	15-Oct-10	DRIP	83	\$11.15
	25-Oct-10	Exercise of options	8,100	\$ 6.71
	25-Oct-10	Exercise of options	(8,100)	\$ 6.71
	15-Nov-10	DRIP	77	\$12.26
	15-Dec-10	DRIP	77	\$12.10
	31-Dec-10	DRIP	74	\$12.76
	2-Feb-11	Exercise of options	1,205	\$11.60
	2-Feb-11	Exercise of options	(6,250)	\$11.60
	15-Feb-11	DRIP	69	\$13.78
	24-Feb-11	Exercise of options	17,500	\$ 6.71
	24-Feb-11	Exercise of options	(17,500)	\$ 6.71
	15-Mar-11	DRIP	73	\$13.18
	15-Apr-11	Sale of units	(6,500)	\$13.65
	15-Apr-11	DRIP	73	\$13.12
	15-May-11	DRIP	73	\$13.15
	15-Jun-11	DRIP	76	\$12.92
	15-Jul-11	DRIP	78	\$12.55
	15-Aug-11	DRIP	90	\$11.02
	15-Sep-11	DRIP	83	\$12.00
15-Oct-11	DRIP	93	\$10.90	
15-Nov-11	DRIP	80	\$12.58	
15-Dec-11	DRIP	82	\$12.36	
31-Dec-11	DRIP	80	\$12.74	
Frank Bucys⁽¹⁾	15-Feb-10	DRIP	78	\$ 9.50
	15-Mar-10	DRIP	78	\$ 9.47
	15-Apr-10	DRIP	78	\$ 9.65
	15-May-10	DRIP	81	\$ 9.39
	15-Jun-10	DRIP	86	\$ 8.92
	24-Jun-10	Exercise of options	3,395	\$ 8.60
	24-Jun-10	Exercise of options	(42,500)	\$ 8.60

If you have questions or need assistance in depositing or voting your units, please call Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)

Vote your BLUE proxy FOR the Acquisition Resolution

<u>Name</u>	<u>Date of Trade</u>	<u>Type of Trade</u>	<u>Number of Securities</u>	<u>Price per Security</u>
	15-Jul-10	DRIP	86	\$ 9.01
	14-Aug-10	DRIP	83	\$ 9.50
	27-Aug-10	Exercise of options	9,750	\$ 6.71
	27-Aug-10	Exercise of options	(9,750)	\$ 6.71
	15-Sep-10	DRIP	77	\$ 10.67
	28-Sep-10	Exercise of options	9,750	\$ 6.71
	28-Sep-10	Exercise of options	(9,750)	\$ 6.71
	15-Oct-10	DRIP	72	\$ 11.15
	15-Nov-10	DRIP	66	\$ 12.26
	15-Dec-10	DRIP	66	\$ 12.10
	17-Dec-10	Exercise of options	5,753	\$ 10.00
	17-Dec-10	Exercise of options	(25,001)	\$ 10.00
	31-Dec-10	DRIP	63	\$ 12.76
	15-Feb-11	DRIP	60	\$ 13.78
	15-Mar-11	DRIP	63	\$ 13.18
	15-Apr-11	DRIP	63	\$ 13.12
	15-May-11	DRIP	64	\$ 13.15
	1-Jun-11	Exercise of options	1,726	\$ 13.84
	1-Jun-11	Exercise of options	(31,250)	\$ 13.08
	15-Jun-11	DRIP	65	\$ 12.92
	6-Jul-11	Indirect - purchase of units	3,600	\$ 13.09
	6-Jul-11	Indirect - purchase of units	1,100	\$ 13.10
	12-Dec-11	Purchase of Series F convertible debenture	1	\$75,000
Gregory Guido	24-Jun-10	Exercise of options	498	\$ 8.60
	24-Jun-10	Exercise of options	(6,251)	\$ 8.60
	17-Dec-10	Exercise of options	1,437	\$ 10.00
	17-Dec-10	Exercise of options	(6,251)	\$ 10.00
	2-Feb-11	Exercise of options	1,205	\$ 11.60
	2-Feb-11	Exercise of options	(6,250)	\$ 11.60
	22-Mar-11	Purchase of units	235	\$ 13.88
	23-Mar-11	Purchase of units	200	\$ 13.77
	23-Mar-11	Purchase of units	20	\$ 13.79
Emerson Hughes	24-Jun-10	Exercise of options	498	\$ 8.60
	24-Jun-10	Exercise of options	(6,251)	\$ 8.60
	25-Aug-10	Exercise of options	9,999	\$ 6.09
	25-Aug-10	Exercise of options	(9,999)	\$ 6.09
	25-Aug-10	Exercise of options	30,450	\$ 6.71
	25-Aug-10	Exercise of options	(30,450)	\$ 6.71
	17-Dec-10	Exercise of options	1,437	\$ 10.00
	17-Dec-10	Exercise of options	(6,251)	\$ 10.00
	2-Feb-11	Exercise of options	1,205	\$ 11.60
	2-Feb-11	Exercise of options	(6,250)	\$ 11.60
Nick Kanji	15-Feb-10	DRIP	180	\$ 9.50
	15-Mar-10	DRIP	183	\$ 9.47
	15-Apr-10	DRIP	182	\$ 9.65
	15-May-10	DRIP	188	\$ 9.39

<u>Name</u>	<u>Date of Trade</u>	<u>Type of Trade</u>	<u>Number of Securities</u>	<u>Price per Security</u>
	15-Jun-10	DRIP	200	\$ 8.92
	22-Jun-10	Purchase of units	7,950	\$ 9.35
	15-Jul-10	DRIP	282	\$ 9.01
	14-Aug-10	DRIP	270	\$ 9.50
	15-Sep-10	DRIP	254	\$10.67
	15-Oct-10	DRIP	234	\$11.15
	15-Nov-10	DRIP	215	\$12.26
	15-Dec-10	DRIP	219	\$12.10
	31-Dec-10	DRIP	209	\$12.76
	15-Feb-11	DRIP	196	\$13.78
	15-Mar-11	DRIP	206	\$13.18
	15-Apr-11	DRIP	208	\$13.12
	15-May-11	DRIP	210	\$13.15
	15-Jun-11	DRIP	214	\$12.92
	15-Jul-11	DRIP	223	\$12.55
	15-Aug-11	DRIP	255	\$11.02
	15-Sep-11	DRIP	237	\$12.00
	15-Oct-11	DRIP	262	\$10.90
	15-Nov-11	DRIP	230	\$12.58
	15-Dec-11	DRIP	234	\$12.36
	31-Dec-11	DRIP	230	\$12.74
Jason Underwood	24-Jun-10	Exercise of options	6,990	\$ 8.60
	24-Jun-10	Exercise of options	(87,500)	\$ 8.60
	17-Dec-10	Exercise of options	14,381	\$10.00
	17-Dec-10	Exercise of options	(62,501)	\$10.00
	2-Feb-11	Exercise of options	9,331	\$13.08
	2-Feb-11	Exercise of options	(103,750)	\$13.08
	2-Feb-11	Exercise of options	18,929	\$ 9.80
	2-Feb-11	Exercise of options	(59,500)	\$ 9.80
	2-Feb-11	Exercise of options	59,378	\$ 6.71
	2-Feb-11	Exercise of options	(111,375)	\$ 6.71
Kursat Kacira	7-Jul-11	Purchase of units	200	\$13.13
	7-Jul-11	Purchase of units	200	\$13.14
	30-Sep-11	Purchase of units	400	\$12.00
	3-Oct-11	Purchase of units	400	\$11.35
	5-Dec-11	Purchase of units	400	\$12.85
	21-Dec-11	Purchase of units	400	\$13.44
	22-Dec-11	Purchase of units	100	\$13.44
	22-Dec-11	Purchase of units	300	\$13.45
Stephen Smith	4-Oct-11	Purchase of units	500	\$10.56
	28-Nov-11	Purchase of units	500	\$12.82
Samanthan Farrell	5-Dec-11	Grant of options	10,000	\$12.86

Notes

- (1) Mr. Bucys controls an additional 18,405 Whiterock Units over which he and certain immediate family members share power of attorney. The purchase price for such Whiterock Units is not available.

10. OWNERSHIP OF SECURITIES OF DUNDEE

None of Whiterock, the Whiterock Trustees or officers of Whiterock, or to the knowledge of Whiterock after reasonable enquiry, any of the associates or affiliates of an insider of Whiterock, any affiliate or associate of Whiterock itself, any insider of Whiterock that is not a Whiterock Trustee or officer of Whiterock, or any person or company acting jointly or in concert with Whiterock, beneficially owns or exercises control or direction over any securities of Dundee.

11. RELATIONSHIPS BETWEEN DUNDEE AND THE WHITEROCK TRUSTEES AND OFFICERS OF WHITEROCK

Except as disclosed elsewhere in this Whiterock Trustees' Circular, including in this Section 12, there is no agreement, commitment or understanding made or proposed to be made between Dundee and any of the trustees or officers of Whiterock.

12. ARRANGEMENTS BETWEEN WHITEROCK AND THE TRUSTEES AND OFFICERS OF WHITEROCK

Except as described in this Section 13 and in Section 8, "Interest of Insiders in Material Transactions and Matters to be Acted Upon" in the Whiterock Information Circular no other arrangements or agreements (including any arrangements or agreements as to any payment or other benefit to be made or given by way of compensation for loss of office or as to the trustees or officers of Whiterock remaining in or retiring from office if the Offer and Acquisition is completed) have been made, or are proposed to be made, between Whiterock and any of the Whiterock Trustees or officers of Whiterock.

Employment Agreements

Whiterock is a party to employment agreements containing change of control provisions previously entered into with Jason Underwood and Kursat Kacira (the "**Employment Agreements**"). Assuming the conditions of the Offer are satisfied, Dundee and Whiterock comply with their obligations under the Transaction Agreement and Dundee takes up and pays for the Whiterock Units and the Acquisition is completed, a "change in control" would result under such Employments Agreements.

Pursuant to Mr. Underwood's Employment Agreement dated August 3, 2009, in the event a "change in control" of Whiterock occurs and Mr. Underwood is subsequently terminated without just cause or he resigns for good reason, Mr. Underwood will receive, in addition to his base salary, available bonuses, benefits, accrued vacation and incidentals: (i) if terminated without just cause within twenty-four months of the date of a change in control event, a lump sum payment equal to 1% of Market Cap or (ii) if terminated without just cause after twenty-four months from the date of the change in control event, a lump sum payment equal to 0.75% of Market Cap; or (iii) if Mr. Underwood resigns for good reason within six months of the date giving rise to good reason, a lump sum payment equal to 1% of Market Cap where "good reason" includes but is not limited to Mr. Underwood ceasing to be the most senior officer of Whiterock or a Whiterock Trustee or any material reduction in his aggregate remuneration including all bonuses and options or a material reduction in his ability to earn such compensation.

Pursuant to Mr. Kacira's Employment Agreement dated April 29, 2011 (as amended), in the event a "change in control" of Whiterock occurs and Mr. Kacira is subsequently terminated without just cause, Mr. Kacira is entitled to receive: (i) a lump sum cash payment equivalent to twice the amount of his annual base salary; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award. If Mr. Kacira resigns for "good reason", where "good reason" includes, but is not limited to, the assignment to

Mr. Kacira of any duties materially inconsistent with his position, duties, and responsibilities with Whiterock, or any material reduction in his aggregate remuneration, including base salary, bonus, and options, he is entitled to receive: (i) pay-in-lieu of notice payable by way of the continuance of his base salary for a period of up to twelve months unless he secures new, comparable employment at an earlier time, in which case he will receive a lump sum cash payment equal to fifty percent of the outstanding pay-in-lieu of notice payments due, as well as the continuation of benefits for the same period; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award.

Unit Option Plan

The unit option plan of Whiterock (the “**Whiterock Option Plan**”) will be amended to accelerate the vesting of all Whiterock Options provided that the holders of such Whiterock Options agree, in lieu of exercising Whiterock Options, to have Whiterock purchase such Whiterock Options for cancellation in consideration for a cash payment from Whiterock that is equal to the product obtained by multiplying (i) the amount by which \$16.25 exceeds the exercise price per Whiterock Unit of each such Option, by (ii) the number of Whiterock Units underlying such Option (the “**Option Consideration**”), net of all applicable taxes. Whiterock shall purchase the Whiterock Options of any Whiterock optionholder making such an election conditional upon and immediately prior to Dundee taking up Whiterock Units under the Offer and immediately thereafter all such Whiterock Options acquired by Whiterock shall be cancelled. Certain of the trustees and officers of Whiterock are optionholders under the Whiterock Option Plan. See Section 10 – “Recent Trading in Securities of Whiterock by Trustees, Officers and Insiders of Whiterock”.

Equity Performance Unit Plan

The purpose of the equity performance plan (the “**Whiterock EPU Plan**”) is to assist and encourage executives of Whiterock to work towards and participate in the long-term growth and development of Whiterock, to attract, retain and motivate Whiterock executives, and to promote a greater alignment of interests between the executives and Whiterock Unitholders. Immediately prior to Dundee taking up Whiterock Units under the Offer, Whiterock shall settle in cash all outstanding equity performance units (the “**Whiterock EPUs**”) in accordance with the terms of the Whiterock EPU Plan, and immediately thereafter all such Whiterock EPUs shall be cancelled. As of January 16, 2012, Jason Underwood, President and Chief Executive Officer of Whiterock, held 27,146 Whiterock EPUs. Should the Offer be accepted, the Whiterock EPUs held by Mr. Underwood will be settled in cash for the equivalent of the number of Whiterock EPUs he holds multiplied by the fair market value of a Whiterock Unit immediately prior to the time that Dundee takes up the Whiterock Units, net of all applicable taxes.

Whiterock Convertible Debentures

Certain of the trustees and officers of Whiterock hold Whiterock Convertible Debentures and may choose to convert and deposit the associated Whiterock Units under the Offer. For further information on the Whiterock Convertible Debentures refer to the heading “Whiterock Convertible Debentures” in Section 15 below.

13. INTEREST OF CERTAIN PERSONS IN MATERIAL CONTRACTS OF DUNDEE

None of the Whiterock Trustees or officers of Whiterock, or any of their respective associates or, to the knowledge of the Whiterock Trustees or officers of Whiterock, after reasonable enquiry, any person or company who owns more than 10% of any securities of Whiterock, has any interest in any material contract to which Dundee is a party.

14. MATERIAL CHANGES IN THE AFFAIRS OF WHITEROCK

Except as otherwise described or referred to in this Whiterock Trustees' Circular and in the accompanying Whiterock Information Circular (including the information incorporated by reference therein), none of the Whiterock Trustees or officers of Whiterock is aware of any information that indicates any material change in the affairs of Whiterock since the date of its last published financial statements (being its unaudited financial statements for the interim period ended September 30, 2011), or that any information contained in such financial statements is materially misleading because of events subsequent to their publication or of any other information which would reasonably be expected to affect the decision of Whiterock Unitholders to accept or reject the Offer.

15. WHITEROCK CONVERTIBLE DEBENTURES

The Offer is for outstanding Whiterock Units. Holders of outstanding Whiterock Convertible Debentures wishing to participate in the Offer must convert their outstanding Whiterock Convertible Debentures in accordance with their terms and deposit their Whiterock Units under the Offer. Following closing, holders of Whiterock Convertible Debentures will be entitled to receive Dundee Units upon conversion, as adjusted in accordance with the terms of the Whiterock Convertible Debenture Indenture.

16. WHITEROCK UNIT CONSOLIDATION

To provide for the conversion price of Whiterock Convertible Debentures for Dundee Units in place of Whiterock Units, Whiterock will consolidate the issued and outstanding Whiterock Units such that each issued and outstanding Whiterock Unit shall thereafter represent the Exchange Number of Whiterock Units (the "**Whiterock Unit Consolidation**"), provided that the Whiterock Unit Consolidation shall have become effective at the Closing Time and that immediately following the Whiterock Unit Consolidation becoming effective, Whiterock will take all steps necessary to adjust the respective conversion prices for the Whiterock Convertible Debentures in accordance with the terms of the Whiterock Convertible Debenture Indenture. The Whiterock Unit Consolidation will not affect the consideration to be received by Whiterock Unitholders pursuant to the Offer or the Acquisition.

17. DISTRIBUTIONS

The Transaction Agreement permits Whiterock to declare and pay regular monthly distributions in an amount not to exceed \$0.0935 per Whiterock Unit. Whiterock Unitholders will be entitled to receive regular monthly distributions by Whiterock in an amount not to exceed \$0.0935 per Whiterock Unit declared payable to Whiterock Unitholders of record as of a date prior to the Closing Date, regardless of the date, and whether or not, a Whiterock Unitholder deposits Whiterock Units under the Offer and regardless of when such distributions are paid. Whiterock Unitholders may also receive a special distribution on the business day prior to the Closing Date. See Section 5 of the Dundee Circular, "Purpose of the Offer and Acquisition – Order of Transactions; Special Distribution".

18. OTHER INFORMATION

Except as otherwise described or referred to in this Whiterock Trustees' Circular and in the accompanying Whiterock Information Circular (including the information incorporated by reference therein), no information is known to the Whiterock Trustees which would reasonably be expected to affect the decision of the Whiterock Unitholders to accept or reject the Offer.

19. STATUTORY RIGHTS

Securities legislation in the provinces and territories of Canada provides security holders of Whiterock with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

Such rights are in addition to and without derogation from any other rights such Whiterock Unitholders may have.

APPROVAL OF WHITEROCK TRUSTEES' CIRCULAR

The contents of this Whiterock Trustees' Circular have been approved, and the delivery thereof has been authorized, by the Whiterock Trustees.

CONSENT OF CIBC WORLD MARKETS INC.

To: The Trustees of Whiterock Real Estate Investment Trust (“Whiterock”)

WE HEREBY CONSENT to the reference to our firm name and to the reference to our fairness opinion dated January 16, 2012 contained under the headings entitled “Recommendation of the Whiterock Trustees” and “Reasons for the Recommendation” and the inclusion of the text of our fairness opinion dated January 16, 2012 as Appendix B to the Whiterock Trustees’ Circular dated January 26, 2012. Our fairness opinion was given as at January 16, 2012 and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Whiterock Trustees shall be entitled to rely upon our opinion.

DATED at Toronto, Ontario this 26th day of January, 2012.

(Signed) CIBC World Markets Inc.

CERTIFICATE

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

DATED at Toronto, Ontario, this 26th day of January, 2012.

(Signed) JASON UNDERWOOD
Chief Executive Officer and Trustee

(Signed) OSWALD PEDDE
Trustee, Chairman of the Board



NOTICE OF SPECIAL MEETING AND INFORMATION CIRCULAR
OF
WHITEROCK REAL ESTATE INVESTMENT TRUST

The Whiterock Trustees unanimously recommend that all Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

January 26, 2012

*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

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WHITEROCK REAL ESTATE INVESTMENT TRUST
NOTICE OF SPECIAL MEETING OF UNITHOLDERS
TO BE HELD ON FEBRUARY 27, 2012

TAKE NOTICE THAT a Special Meeting (the “**Whiterock Unitholders Meeting**”) of unitholders of Whiterock Real Estate Investment Trust (“**Whiterock**”) will be held at The Ritz-Carlton, Toronto, 181 Wellington Street West, Toronto, Ontario in the Wellington Ballroom on Monday, February 27, 2012 at 10:00 a.m. (Eastern time) for the following purposes:

1. to consider and, if deemed advisable, to pass, a special resolution (substantially in the form of the special resolution set forth as Appendix “A”) (the “**Acquisition Resolution**”), approving, among other things, the following:
 - (a) the proposed acquisition transaction and the other transactions (the “**Acquisition**”) contemplated in the Transaction Agreement between Whiterock and Dundee Real Estate Investment Trust (“**Dundee**”) dated January 16, 2012 (as it may be or may have been modified or amended) (the “**Transaction Agreement**”);
 - (b) the termination of the Whiterock Unitholder Rights Plan, subject to, and effective immediately prior to, the closing time of the Acquisition; and
 - (c) the amendment of the declaration of trust of Whiterock in order to permit the redemption of the Whiterock Units in consideration for Dundee Units, as contemplated in the Transaction Agreement; and
2. to transact such further and other business as may properly come before the Whiterock Unitholders Meeting or any adjournment(s) or postponement(s) thereof.

THIS IS A VERY IMPORTANT MEETING FOR WHITEROCK AND ITS UNITHOLDERS. YOU ARE URGED TO VOTE. In order for the Acquisition Resolution to be effective, it requires the approval of more than two-thirds of the votes cast by Whiterock Unitholders present in person or represented by proxy at the Whiterock Unitholders Meeting.

Upon the recommendation of the Whiterock Special Committee, and after consultation with Whiterock’s legal counsel and the Whiterock Financial Advisor, including the receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer and Acquisition on the terms set forth in the Transaction Agreement, the Whiterock Trustees determined unanimously that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) the Offer and Acquisition are in the best interests of Whiterock, (iii) the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer, and (iv) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution.

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*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

The Whiterock Trustees unanimously recommend that Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

Contact Laurel Hill Advisory Group as set out on the back page of these materials for questions on voting and depositing your Whiterock Units.

The Supporting Whiterock Unitholders have entered into Voting Agreements pursuant to which they have agreed, among other things, to vote their securities for the Acquisition Resolution, not to solicit any alternative proposals and to permit Whiterock to purchase for cancellation all Whiterock Options held by them. The Supporting Whiterock Unitholders hold approximately 2.7% of the outstanding Whiterock Units. See Section 5, "Support for the Offer and Acquisition" in the Whiterock Information Circular.

A copy of the Offer to Purchase, Dundee Circular, the Whiterock Information Circular, Letter of Transmittal, Notice of Guaranteed Delivery, Whiterock Trustees' Circular, and proxy accompany this Notice of Meeting. If you are not able to be present at the Whiterock Unitholders Meeting, please exercise your right to vote by properly completing and returning the enclosed form of proxy (which is printed on BLUE paper).

Proxies to be used at the Whiterock Unitholders Meeting must be deposited with **Whiterock Real Estate Investment Trust c/o CIBC Mellon Trust Company, P.O. Box 721, Agincourt, Ontario, M1S 0A1, Attn: Proxy Department, Fax: (416) 368-2502**, not later than 10:00 a.m. (Eastern time) on February 23, 2012 or, in the event the Whiterock Unitholders Meeting is adjourned or postponed, prior to 48 hours (not including Saturdays, Sundays or holidays) before the date to which the Whiterock Unitholders Meeting is adjourned or postponed. Proxies may also be deposited with the scrutineers of the Whiterock Unitholders Meeting, to the attention of the chair of the Whiterock Unitholders Meeting, at any time prior to the commencement of the Whiterock Unitholders Meeting or any adjournment(s) or postponement(s) thereof.

DATED at Toronto, Ontario this 26th day of January, 2012.

BY ORDER OF THE TRUSTEES OF
WHITEROCK REAL ESTATE INVESTMENT TRUST

(Signed) OSWALD PEDDE
Chairman of the Board of Trustees



WHITEROCK REAL ESTATE INVESTMENT TRUST

INFORMATION CIRCULAR

RELATING TO THE SPECIAL MEETING OF WHITEROCK UNITHOLDERS
TO BE HELD ON FEBRUARY 27, 2012

WHITEROCK INFORMATION CIRCULAR

1. PROXIES

Persons Making the Solicitation

This Whiterock Information Circular is furnished in connection with the solicitation by and on behalf of the management of Whiterock Real Estate Investment Trust (“**Whiterock**”) of proxies to be used at the special meeting (the “**Whiterock Unitholders Meeting**”) of the holders (the “**Whiterock Unitholders**”) of the Whiterock Units (the “**Whiterock Units**”) to be held on the 27th day of February, 2012, at the time and place and for the purposes set forth in the notice of meeting (the “**Notice of Meeting**”) accompanying this Whiterock Information Circular and at any adjournment(s) or postponement(s) thereof.

It is expected that the solicitation will be primarily by mail; however, proxies may also be solicited personally by agents of Whiterock. Proxies may also be solicited personally or by telephone by the Whiterock Trustees or by officers or regular employees of Whiterock and its subsidiaries without special compensation. The costs of the solicitation will be borne by Whiterock. Whiterock has retained the services of Lauren Hill Advisory Group to act as Whiterock’s Information and Proxy Solicitation Agent to solicit proxies in connection with the Acquisition Resolution. Whiterock has agreed to pay a customary fee for its services that includes approximately \$30,000 in fees for the management of proxies and related expenses, additional per call fees for solicitation-related phone calls and a \$35,000 success fee if the requisite Whiterock Unitholder support is achieved to pass the Acquisition Resolution.

Appointment and Revocation of Proxies

The persons named in the enclosed form of proxy are Whiterock Trustees or officers of Whiterock. A **Whiterock Unitholder desiring to appoint some other person, who need not be a Unitholder, to represent the Whiterock Unitholder at the Whiterock Unitholders Meeting may do so by striking out the names of the persons designated therein and by inserting in the blank space provided for that purpose the name of the desired person, or by completing another proper form of proxy and, in either case, delivering the completed and executed proxy to the Depository as indicated on the enclosed envelope not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Whiterock Unitholders Meeting or any adjournment or postponement of the Whiterock Unitholders Meeting.**

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*If you have questions or need assistance in depositing or voting your units, please call
Laurel Hill Advisory Group at 1-877-452-7184 or 416-304-0211 (collect calls accepted)*

Vote your BLUE proxy FOR the Acquisition Resolution

A Whiterock Unitholder delivering the enclosed proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the Whiterock Unitholder giving the proxy wishes to confer a discretionary authority with respect to any item of business then the space opposite the item is to be left blank.

A proxy given pursuant to this solicitation may be revoked by instrument in writing, including another proxy bearing a later date, executed by the Whiterock Unitholder or by his or her attorney authorized in writing, and deposited at the office of the Depository at any time not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Whiterock Unitholders Meeting or any adjournment or postponement of the Whiterock Unitholders Meeting with the Chairman of the Whiterock Unitholders Meeting on the day of the Whiterock Unitholders Meeting or in any other manner permitted by law.

Exercise of Discretion by Proxies

The persons named in the enclosed form of proxy will vote the Whiterock Units in respect of which they are appointed in accordance with the direction of the Whiterock Unitholders appointing them. **In the absence of such direction, such Whiterock Units will be voted for the Acquisition Resolution set forth in Appendix “A” hereto. The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters that may properly come before the Whiterock Unitholders Meeting.** At the time of printing of this Whiterock Information Circular, the Whiterock Trustees are not aware of any such amendments, variations or other matters to come before the Whiterock Unitholders Meeting. However, if any other matters which are not now known to the Whiterock Trustees should properly come before the Whiterock Unitholders Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxies.

Voting by Non-Registered Unitholders

Only registered Whiterock Unitholders or the persons they appoint as their proxies are permitted to vote at the Whiterock Unitholders Meeting. Most Whiterock Unitholders are “non-registered” unitholders because the Whiterock Units they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Whiterock Units. Whiterock Units beneficially owned by a Non-Registered Whiterock Unitholder are registered either: (i) in the name of an intermediary that the Non-Registered Whiterock Unitholder deals with in respect of the Whiterock Units (intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing & Depository Services Inc.) of which the intermediary is a participant. In accordance with applicable securities law requirements, Whiterock will have distributed copies of the Dundee Circular, the Whiterock Trustees’ Circular, the Notice of Meeting, this Whiterock Information Circular and the form of proxy (together, the “**Meeting Materials**”) to the clearing agencies and intermediaries for distribution to Non-Registered Whiterock Unitholders. Intermediaries are required to forward the Meeting Materials to Non-Registered Unitholders unless a Non-Registered Whiterock Unitholder has waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Whiterock Unitholders. Generally, Non-Registered Whiterock Unitholders who have not waived the right to receive Meeting Materials will either:

- (i) be given a voting instruction form **which is not signed by the intermediary** and which, when properly completed and signed by the Non-Registered Whiterock Unitholder and **returned to the intermediary or its service company**, will constitute voting instructions (often called a “voting instruction form”) which the intermediary must follow. Typically, the voting instruction form will consist of a one page

pre-printed form. Voting instruction forms must be received by each Whiterock Unitholder's intermediary in order for their vote to count. Holders can complete the one page voting instruction form and return it to the intermediary or often unitholders will have to option to instruct the intermediary utilizing the internet or telephone voting platforms. Please follow the instructions carefully to ensure financial intermediaries have sufficient time to vote before the deadline; or

- (ii) be given a form of proxy **which has already been signed by the intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of Whiterock Units beneficially owned by the Non-Registered Whiterock Unitholder but which is otherwise not completed by the intermediary. Because the intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Whiterock Unitholder when submitting the proxy. In this case, the Non-Registered Whiterock Unitholder who wishes to submit a proxy should properly complete the form of proxy and **deposit it with Whiterock Real Estate Investment Trust c/o CIBC Mellon Trust Company, P.O. Box 721, Agincourt, Ontario, M1S 0A1, Attn: Proxy Department, or by fax: (416) 368-2502 or by hand to CIBC Mellon Trust Company, 320 Bay Street, Banking Hall Level, Toronto, Ontario, M5H 4A6, Attn: Proxy Department.**

In either case, the purpose of these procedures is to permit Non-Registered Whiterock Unitholders to direct the voting of the Whiterock Units they beneficially own. Should a Non-Registered Whiterock Unitholder who receives one of the above forms wish to vote at the Whiterock Unitholders Meeting in person (or have another person attend and vote on behalf of the Non-Registered Whiterock Unitholder), the Non-Registered Whiterock Unitholder should strike out the persons named in the form of proxy and insert the Non-Registered Whiterock Unitholder or such other person's name in the blank space provided. **In either case, Non-Registered Whiterock Unitholders should carefully follow the instructions of their intermediary, including those regarding when and where the proxy or voting instruction form is to be delivered.**

A Non-Registered Whiterock Unitholder may revoke a voting instruction form or a waiver of the right to receive Meeting Materials and to vote which has been given to an intermediary at any time by written notice to the intermediary provided that an intermediary is not required to act on a revocation of a voting instruction form or of a waiver of the right to receive Meeting Materials and to vote which is not received by the intermediary at least seven days prior to the Whiterock Unitholders Meeting.

2. AUTHORIZED CAPITAL, VOTING UNITS AND PRINCIPAL HOLDERS THEREOF

The authorized capital of Whiterock consists of an unlimited number of Whiterock Units. As at January 16, 2012, 35,926,551 Whiterock Units were issued and outstanding.

Whiterock Unitholders are entitled to one vote in respect of each matter to be voted upon at the Whiterock Unitholders Meeting for each Whiterock Unit registered in their name as at the close of business on January 23, 2012.

To the knowledge of the trustees and officers of Whiterock, as at January 16, 2012, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the voting rights attached to any class of voting securities of Whiterock.

3. QUORUM

The quorum at the Whiterock Unitholders Meeting, or any adjournment(s) or postponement(s) thereof, shall consist of at least two individuals present in person, each of whom is a Whiterock Unitholder or a proxyholder representing a Whiterock Unitholder, and who hold or represent by proxy not less than 5% of the total number of outstanding Whiterock Units.

4. PARTICULARS OF MATTERS TO BE ACTED UPON

The Offer and the Acquisition form the principal parts of the Contemplated Transactions designed to result in, among other things, Dundee acquiring, directly or indirectly, all or substantially all of the assets of Whiterock and all of the Whiterock Units. Pursuant to the Offer, Dundee will offer to acquire any or all of the outstanding Whiterock Units. Immediately after Dundee takes up all of the Whiterock Units deposited to the Offer, Dundee will, through the Acquisition, acquire all or substantially all of the assets of Whiterock in consideration for the issuance of Dundee Units, the assumption of liabilities and cash. Whiterock will forthwith redeem all of its outstanding units (other than a number of units held by Dundee as a result of the Offer) in consideration for Dundee Units issued to Whiterock as part of the Acquisition. Dundee has structured the Offer and Acquisition in order to, among other things, provide flexibility for each Whiterock Unitholder resident in Canada within the meaning of the Tax Act to achieve the desired tax consequences between several alternatives. See Section 17 of the Dundee Circular, “Certain Canadian Federal Income Tax Considerations”.

The Offer

Under the Offer, Whiterock Unitholders depositing their Whiterock Units may elect to receive for each Whiterock Unit held (i) \$16.25 in cash per unit, subject to pro-ration in accordance with the terms of the Offer (the “**Cash Option**”), or (ii) 0.4729 Dundee Units per Whiterock Unit, subject to pro-ration in accordance with the terms of the Offer (the “**Unit Option**”). The Cash Option and the Unit Option shall be subject to pro-ration if more than 22,153,846 Whiterock Units are deposited to the Offer pursuant to the Cash Option or the number of Whiterock Units deposited to the Offer pursuant to the Unit Option, together with the number of Whiterock Units to be redeemed in connection with the Acquisition (other than any Whiterock Units held by Dundee that are redeemed) plus the number of Whiterock Units issuable upon the exercise, exchange or conversion of Whiterock Convertible Securities outstanding at the Closing Time, exceeds 36,855,299, as applicable. The Letter of Transmittal and Notice of Guaranteed Delivery in respect of the Offer accompanying the Offer to Purchase and the Dundee Circular set forth the manner in which such election may be made.

The Acquisition

The acquisition (the “**Acquisition**”) involves: (i) at the Closing Time, Whiterock selling, transferring, conveying, assigning and delivering all or substantially all of the assets of Whiterock to the Whiterock Limited Partnership in consideration for limited partnership units of Whiterock Limited Partnership; and (ii) the sale by Whiterock of all of the Whiterock Assets to Dundee in consideration for cash, the assumption by Dundee of all of Whiterock’s liabilities, and the issuance by Dundee to Whiterock of Dundee Units. Each of the issued and outstanding Whiterock Units (except for certain Whiterock Units to be held by Dundee upon completion of the Offer) will then be redeemed by Whiterock in consideration for the Exchange Number of Dundee Units. See Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Acquisition”.

For further details regarding the Offer and Acquisition, see Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Offer” and Section 5 of the Dundee Circular, “Purpose of the Offer and the Acquisition – The Acquisition”.

5. SUPPORT FOR THE OFFER AND ACQUISITION

Each Whiterock Trustee and Whiterock’s executive officers (who together beneficially own or control approximately 2.7% of the outstanding Whiterock Units) have executed the Voting Agreements, pursuant to which they have agreed that they will vote all of the Whiterock Units beneficially owned or controlled by them

for the Acquisition Resolution. The Transaction Agreement is subject to a number of terms and conditions. For a description of the intentions of the Whiterock Trustees and officers to support the Offer and the Acquisition, see Section 9 of the Dundee Circular, “Transaction Agreement” and Section 9, “Intentions of the Trustees and Officers of Whiterock” in the Whiterock Trustees’ Circular.

For further detail regarding the background to the Offer and the Acquisition, see Section 1, “Background to the Offer” in the Whiterock Trustees’ Circular.

6. RECOMMENDATION OF THE WHITEROCK TRUSTEES

Upon the recommendation of the Whiterock Special Committee, and after consultation with Whiterock’s legal counsel and the Whiterock Financial Advisor, including the receipt of the Fairness Opinion, and based upon its review and evaluation of the Offer and Acquisition on the terms set forth in the Transaction Agreement, the Whiterock Trustees determined unanimously that (i) the consideration to be offered for Whiterock Units on the terms set forth in the Transaction Agreement is fair to all Whiterock Unitholders, (ii) the Offer and Acquisition are in the best interests of Whiterock, (iii) the Whiterock Trustees recommend that Whiterock Unitholders vote their Whiterock Units for the Acquisition Resolution, and (iv) the Whiterock Trustees recommend that any Whiterock Unitholder wishing to receive cash or Dundee Units for their Whiterock Units on a taxable basis accept the Offer.

The Whiterock Trustees unanimously recommend that Whiterock Unitholders vote FOR the Acquisition Resolution and, those Whiterock Unitholders who wish to receive cash or Dundee Units on a taxable basis, ACCEPT the Offer.

Contact Laurel Hill Advisory Group for questions on voting and depositing your Whiterock Units at 1-877-452-7184.

A deposit to the Offer is not a vote for the Acquisition Resolution. See Section 9 of the Dundee Circular, “Transaction Agreement”;

For further detail regarding the reasons for the Whiterock Trustees’ recommendation, see Section 3, “Reasons for Recommendation” in the Whiterock Trustees’ Circular.

Intention of Suggested Proxies

It is the intention of the representatives designated on the enclosed form of proxy to vote the Whiterock Units in respect of which they are appointed proxy and for which they have discretionary authority FOR the Acquisition Resolution.

Threshold Votes Required

To be approved, the Acquisition Resolution must be passed by more than two-thirds of the votes cast by Whiterock Unitholders present in person or represented by proxy at the Whiterock Unitholders Meeting.

How to Vote for the Acquisition

All Whiterock Unitholders who support the Acquisition should provide a proxy instructing the proxyholder to vote their Whiterock Units FOR of the special resolution substantially in the form of the special resolution set forth in Appendix “A” (the “**Acquisition Resolution**”) by completing the form of proxy (printed on BLUE paper) accompanying this Whiterock Information Circular.

Choice of Consideration

The Offer and the Acquisition has been structured in order to, among other things, provide flexibility for each Whiterock Unitholder resident in Canada within the meaning of the Tax Act to achieve the tax treatment he, she or it prefers on the exchange of his, her or its Whiterock Units.

Whiterock Unitholders who wish the exchange of their Whiterock Units for Dundee Units or cash to be treated as a taxable disposition for Canadian income tax purposes, may deposit their Whiterock Units to the Offer by completing **PART A** of the Letter of Transmittal (which is printed on YELLOW paper) accompanying the Dundee Circular, or by following one of the alternative procedures for depositing Whiterock Units described in the accompanying Offer. See Section 3 of the Offer to Purchase, “Manner of Acceptance”.

Whiterock Unitholders who prefer the exchange of their Whiterock Units to occur on a tax-deferred “rollover” basis for Canadian income tax purposes, so as to defer the realization of any gain (or loss) for Canadian income tax purposes until disposition of the Dundee Units received pursuant to the Acquisition, should return the form of proxy described above and complete **PART B** of the Letter of Transmittal (which is printed on YELLOW paper).

7. TERMINATION OF WHITEROCK UNITHOLDER RIGHTS PLAN

At a meeting held January 16, 2012, the Whiterock Trustees resolved to postpone the Separation Time (as defined in Whiterock Unitholder Rights Plan) under the Whiterock Unitholder Rights Plan in respect of the Offer to the Closing Time. If the Acquisition is approved by Whiterock Unitholders, and if Whiterock and Dundee determine to consummate the Offer and the Acquisition, the Whiterock Unitholder Rights Plan will no longer be necessary for Whiterock. Therefore Whiterock Unitholders are being asked to approve the termination of the Whiterock Unitholder Rights Plan, subject to, and effective immediately prior to, the Closing Time. The Whiterock Unitholder Rights Plan is also expected to be waived at or prior to the Expiry Time.

8. INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as described below, to the knowledge of Whiterock, no Whiterock Trustee or officer of Whiterock, nor any person who has held such a position since the beginning of Whiterock’s last completed financial year, nor any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Whiterock Unitholders Meeting, except for: (i) any interest arising from the ownership of Whiterock Units or options to acquire Whiterock Units where the Whiterock Unitholder or optionholder will receive no extra or special benefit or advantage not shared on a pro-rata basis by all Whiterock Unitholders and optionholders respectively; (ii) any interest arising from the ownership of Whiterock EPUs and (iii) any interest arising from the terms of employment contracts between Whiterock and certain officers thereof. See Section 12 of the Whiterock Trustees’ Circular “Arrangements Between Whiterock and the Trustees and Officers of Whiterock” of the Trustee’s Circular.

Employment Agreements

Whiterock is a party to employment agreements containing change of control provisions previously entered into with Jason Underwood and Kursat Kacira (the “**Employment Agreements**”). Assuming the conditions of the Offer are satisfied, Dundee and Whiterock comply with their obligations under the Transaction Agreement and Dundee takes up and pays for the Whiterock Units deposited to the Offer and the Acquisition is completed, a “change in control” would result under such Employment Agreements.

Pursuant to Mr. Underwood's employment agreement dated August 3, 2009, in the event a "change in control" of Whiterock occurs and Mr. Underwood is subsequently terminated without just cause or he resigns for good reason, Mr. Underwood will receive, in addition to his base salary, available bonuses, benefits, accrued vacation and incidentals: (i) if terminated without just cause within twenty-four months of the date of a change in control event, a lump sum payment equal to 1% of Market Cap or (ii) if terminated without just cause after twenty-four months from the date of the change in control event, a lump sum payment equal to 0.75% of Market Cap; or (iii) if Mr. Underwood resigns for good reason within six months of the date giving rise to good reason, a lump sum payment equal to 1% of Market Cap where "good reason" includes but is not limited to Mr. Underwood ceasing to be the most senior officer of Whiterock or a Whiterock Trustee or any material reduction in his aggregate remuneration including all bonuses and options or a material reduction in his ability to earn such compensation.

Pursuant to Mr. Kacira's employment agreement dated April 29, 2011 (as amended), in the event a "change in control" of Whiterock occurs and Mr. Kacira is subsequently terminated without just cause, Mr. Kacira is entitled to receive: (i) a lump sum cash payment equivalent to twice the amount of his annual base salary; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award. If Mr. Kacira resigns for "good reason", where "good reason" includes, but is not limited to, the assignment to Mr. Kacira of any duties materially inconsistent with his position, duties, and responsibilities with Whiterock, or any material reduction in his aggregate remuneration, including base salary, bonus, and options, he is entitled to receive: (i) pay-in-lieu of notice payable by way of the continuance of his base salary for a period of up to twelve months unless he secures new, comparable employment at an earlier time, in which case he will receive a lump sum cash payment equal to fifty percent of the outstanding pay-in-lieu of notice payments due, as well as the continuation of benefits for the same period; and (ii) an additional lump sum cash payment in the amount equal to his entire deferred compensation award.

Unit Option Plan

The unit option plan of Whiterock (the "**Whiterock Option Plan**") will be amended accelerate the vesting of all Whiterock Options provided that the holders of such Whiterock Options agree, in lieu of exercising Whiterock Options, to have Whiterock purchase such Whiterock Options for cancellation in consideration for a cash payment from Whiterock that is equal to the product obtained by multiplying (i) the amount by which \$16.25 exceeds the exercise price per Whiterock Unit of each such Option, by (ii) the number of Whiterock Units underlying such Option (the "**Option Consideration**"), net of all applicable taxes. Whiterock shall purchase the Whiterock Options of any Whiterock optionholder making such an election conditional upon and immediately prior to Dundee taking up Whiterock Units under the Offer and immediately thereafter all such Whiterock Options acquired by Whiterock shall be cancelled. Certain of the trustees and officers of Whiterock are optionholders under the Whiterock Option Plan. See Section 10 of the Whiterock Trustees' Circular – "Recent Trading in Securities of Whiterock Trustees, Officers and Insiders of Whiterock".

Equity Performance Unit Plan

The purpose of the equity performance plan (the "**Whiterock EPU Plan**") is to assist and encourage executives of Whiterock to work towards and participate in the long-term growth and development of Whiterock, to attract, retain and motivate Whiterock executives, and to promote a greater alignment of interests between the executives and Whiterock Unitholders. Immediately prior to Dundee taking up Whiterock Units under the Offer, Whiterock shall settle in cash all outstanding equity performance units (each equity performance unit a "**Whiterock EPU**") in accordance with the terms of the Whiterock EPU Plan, and immediately thereafter all such Whiterock EPUs shall be cancelled. As of January 16, 2012, Jason Underwood, President and Chief Executive Officer of Whiterock, held 27,146 Whiterock EPUs. Should the Offer be accepted, the Whiterock

EPU's held by Mr. Underwood will be settled in cash for the equivalent of the number of Whiterock EPU's he holds multiplied by the fair market value of a Whiterock Unit immediately prior to the time that Dundee takes up the Whiterock Units, net of all applicable taxes.

Whiterock Convertible Debentures

Certain of the Whiterock Trustees and officers of Whiterock hold Whiterock Convertible Debentures and may choose to convert and deposit the associated Whiterock Units under the Offer. See Section 16 of the Whiterock Trustees' Circular, "Whiterock Convertible Debentures".

9. INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, no informed person of Whiterock, nor any associate or affiliate of such persons, has had any material interest, direct or indirect, in any transaction or any proposed transaction since the commencement of Whiterock's last financial year or in any proposed transaction, which has materially affected or would materially affect Whiterock or any of its subsidiaries.

10. REGULATORY MATTERS

Competition Act

Dundee's obligation to take up and pay for the Whiterock Units deposited under the Offer is conditional upon Required Regulatory Approvals having been obtained. These approvals include the approval of the Commissioner of Competition pursuant to the Competition Act, as described in Section 14 of the Dundee Circular, "Regulatory Matters".

Securities Regulatory Matters

Dundee and Whiterock may apply for rulings or orders of certain securities regulatory authorities in Canada to permit the resale in such jurisdictions, without restriction by a Whiterock Unitholder, except "control persons", provided that no unusual effort is made to prepare the market for any resale or to create demand for the securities which are the subject of any such resale and no extraordinary commission or consideration is paid in respect thereof. Applicable Canadian securities Laws provide that a person or company is, absent evidence to the contrary, deemed to be a control person in relation to an issuer where the person or company alone or in combination with others holds more than 20% of the outstanding voting securities of the issuer. The consummation of the Offer and the Acquisition are conditional on the receipt of such rulings, orders and approvals to the satisfaction of Dundee and Whiterock.

11. DISTRIBUTIONS

The Transaction Agreement permits Whiterock to declare and pay regular monthly distributions. If the Offer and the Acquisition are completed on or about March 2, 2012 as scheduled, Whiterock Unitholders of record as of February 29, 2012 will be entitled to receive the distribution on the Whiterock Units payable on March 15, 2012, provided that such distribution is declared by the Whiterock Trustees. For further information refer to the heading "Distributions" in Section 18 of the Trustee's Circular.

12. AUDITOR

The auditor of Whiterock is Scarrow & Donald LLP, Chartered Accountants. Scarrow & Donald LLP has been the auditor of Whiterock since its inception.

13. DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed with the securities commission or similar authority in each of the provinces of Canada are specifically incorporated by reference into and form an integral part of this Whiterock Information Circular:

- (a) the Whiterock Trustees' Circular, dated January 20, 2012;
- (b) the material change report of Whiterock dated January 18, 2012 relating to the Offer and the Acquisition; and
- (c) the following sections in the Dundee Circular dated January 26, 2012, Section 5, "Purpose of the Offer and the Acquisition", Section 9, "Transaction Agreement", Section 1, "Dundee", Section 2 "Whiterock", Appendix 1 – Dundee Real Estate Investment Trust Pro forma Consolidated Financial Statements September 30, 2011, Section 13, "Arrangements, Commitments or Understandings", Section 14, "Regulatory Matters", Section 16, "Risk Factors", Section 15, "Certain Information Concerning the Dundee Units", Section 17, "Certain Canadian Federal Income Tax Considerations", and Section 26, "Documents Incorporated by Reference".

Any documents of the type referred to above, any comparative interim financial statements, any business acquisition report and any material change reports (except confidential material change reports, if any), filed by Whiterock with the provincial securities commissions or similar authorities in Canada after the date of the Offer and the Whiterock Information Circular and prior to the Expiry Time shall be deemed to be incorporated by reference into and form an integral part of the Offer and the Whiterock Information Circular.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of the Offer and the Whiterock Information Circular to the extent that a statement contained herein, or in any other subsequently filed document which is incorporated or is deemed to be incorporated by reference herein, modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or omission to state a material fact that was required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall be deemed, except as so modified or superseded, not to constitute a part of the Offer and the Whiterock Information Circular.

14. GENERAL

All information in this Whiterock Information Circular is given as of January 20, 2012 unless otherwise indicated. Except as otherwise expressly indicated in this Whiterock Information Circular, all amounts herein are expressed in Canadian dollars.

15. ADDITIONAL INFORMATION

Additional information relating to Whiterock is on SEDAR as www.sedar.com. Financial information is provided in Whiterock's financial statements for the period ended September 30, 2011. Whiterock Unitholders may also contact Whiterock by phone at (416) 351-7878 to request copies of its financial statements and MD&A.

16. OTHER BUSINESS

Whiterock knows of no matter to come before the Whiterock Unitholders Meeting other than the matters referred to in this Whiterock Information Circular.

APPROVAL OF TRUSTEES

The contents and the sending of this Whiterock Information Circular have been approved by the Whiterock Trustees.

DATED at Toronto, Ontario this 26th day of January, 2012.

On behalf of the trustees of
Whiterock Real Estate Investment Trust

(Signed) OSWALD PEDDE
Chairman of the Board of Trustees

AUDITOR'S CONSENT

We have read the information circular of Whiterock Real Estate Investment Trust ("Whiterock"), dated January 26, 2012, relating to the special meeting of unitholders of Whiterock in connection with the acquisition by Dundee Real Estate Investment Trust of all or substantially all of Whiterock's assets. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the shareholders of Realex Properties Corp. ("Realex") on the consolidated balance sheets of Realex as at September 30, 2010 and 2009 and the consolidated statements of income (loss) and comprehensive income (loss), deficit and cash flows for the years then ended. Our report is dated November 25, 2010.

(Signed) Deloitte & Touche LLP
Chartered Accountants

Calgary, Alberta
January 26, 2012

AUDITOR'S CONSENT

We have read the information circular of Whiterock Real Estate Investment Trust ("Whiterock"), dated January 26, 2012, relating to the special meeting of unitholders of Whiterock in connection with the acquisition by Dundee Real Estate Investment Trust of all or substantially all of Whiterock's assets. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the partners of Blackstone/Slate Canadian Portfolio of Real Estate Partnerships (the "Partnerships") on the combined balance sheets of the Partnerships as at December 31, 2010 and 2009 and the combined statements of operations, partners' capital and cash flows for the years then ended. Our report is dated June 29, 2011.

(Signed) Deloitte & Touche LLP
Chartered Accountants
Licensed Public Accountants

Toronto, Ontario
January 26, 2012

AUDITOR'S CONSENT

We have read the information circular of Whiterock Real Estate Investment Trust ("Whiterock"), dated January 26, 2012, relating to the special meeting of unitholders of Whiterock in connection with the acquisition by Dundee Real Estate Investment Trust ("Dundee") of all or substantially all of Whiterock's assets. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned circular of our report to the unitholders of Dundee on the consolidated balance sheets of Dundee as at December 31, 2010 and December 31, 2009 and the consolidated statements of net income and comprehensive income, unitholders' equity and cash flows for the years ended December 31, 2010 and December 31, 2009. Our report is dated February 24, 2011.

(Signed) PricewaterhouseCoopers LLP
Chartered Accountants
Licensed Public Accountants

Toronto, Ontario
January 26, 2012

APPENDIX A

FORM OF ACQUISITION RESOLUTION

RESOLUTION:

1. The transactions contemplated in the Transaction Agreement dated January 16, 2012 (as it may be or may have been modified or amended) are hereby approved.
2. The Whiterock Unitholder Rights Plan shall be terminated effective immediately prior to the Closing Time (as defined in the Transaction Agreement).
3. The Whiterock Declaration of Trust be and it is hereby amended effective as of the Closing Time (as defined in the Transaction Agreement) in order to permit the redemption and/or retraction of the Whiterock Units in exchange for Dundee Units as contemplated by the Acquisition (as defined in the Transaction Agreement) and as otherwise may be necessary in order to give effect to the Offer and Acquisition and the transactions contemplated by the Transaction Agreement.
4. Notwithstanding that this resolution has been passed by the Whiterock Unitholders, the trustees are authorized without further notice to or approval of the Whiterock Unitholders: (i) to amend the Transaction Agreement to the extent permitted by the Transaction Agreement; and (ii) not to proceed with the Acquisition in accordance with the Transaction Agreement.
5. Any officer or trustee of Whiterock is authorized to execute and deliver all documents and do all acts or things as may be necessary or desirable to give effect to these resolutions.

APPENDIX B

CIBC WORLD MARKETS INC. FAIRNESS OPINION



CIBC World Markets Inc.
Brookfield Place,
161 Bay Street, 7th floor
Toronto, Ontario
M5J 2S8
Tel: (416) 594-7000

January 16, 2012

The Special Committee
of Whiterock Real Estate Investment Trust

To the Special Committee:

CIBC World Markets Inc. (“CIBC”, “we” or “us”) understands that Whiterock Real Estate Investment Trust (“Whiterock”) is proposing to enter into a transaction agreement (the “Transaction Agreement”) with Dundee Real Estate Investment Trust (“Dundee”) pursuant to which, among other things, Dundee would acquire all of the outstanding units (the “Units”) of Whiterock (the “Proposed Transaction”) with the holders of Units (“Unitholders”) to receive, for each Unit held, at their election, either (i) \$16.25 in cash, up to a maximum of \$360 million in the aggregate or (ii) 0.4729 Series A units of Dundee (“Dundee Units”), up to a maximum of 17,428,871 (or such lesser number of Dundee Units as Dundee is advised by the Toronto Stock Exchange represents the maximum number of Dundee Units that Dundee may issue in connection with the Proposed Transaction without seeking approval of unitholders of Dundee) Dundee Units in the aggregate (collectively, the “Consideration”), subject to pro-rata pursuant to the terms of the Transaction Agreement if elections by Unitholders exceed the maximum amount of cash or the maximum number of Dundee Units, as applicable.

We understand that pursuant to the Transaction Agreement, among other things:

- a) the Proposed Transaction will be structured as both a take-over bid (the “Offer”) and an acquisition (the “Acquisition”);
- b) pursuant to the Offer, Dundee will offer to acquire any or all of the outstanding Units and immediately after Dundee takes up all of the Units deposited to the Offer, Dundee will acquire all or substantially all of the assets of Whiterock in consideration for the issuance of Dundee Units, the assumption of liabilities and cash, following which Whiterock will redeem all of its outstanding Units (other than a number of Units held by Dundee as a result of the Offer) in consideration for the Dundee Units issued to Whiterock as part of the Acquisition;
- c) the completion of the Proposed Transaction will be subject to certain conditions as set out in the Transaction Agreement, including, among others, approval by at least two-thirds of the votes cast by Unitholders who are present in person or represented by proxy at the special meeting (the “Special Meeting”) of such securityholders to be held on February 27, 2012; and
- d) the terms and conditions of the Transaction Agreement and the Proposed Transaction will be described in the trustees’ circular and management information circular of Whiterock and the offer and take-over bid circular of Dundee (together, the “Circulars”).

We further understand that (i) Dundee is proposing to enter into agreements (the “Lock-up Agreements”) with certain Unitholders (the “Locked-up Unitholders”) pursuant to which such Locked-up Unitholders have agreed, in certain circumstances, to vote all of the Units held by them (representing approximately 2.7% of the issued and outstanding Units) for the Acquisition Resolution and (ii) Whiterock’s board of trustees (the “Board of

Trustees”) appointed a special committee (the “Special Committee”) on December 22, 2011 to consider, among other things, the implications of the Proposed Transaction and to make recommendations to the Board of Trustees concerning the Proposed Transaction and responses thereto.

Engagement of CIBC

By letter agreement effective as of December 22, 2011 (the “Engagement Agreement”), Whiterock retained CIBC to act as financial advisor to the Special Committee in connection with the Proposed Transaction and any alternative transaction. Pursuant to the Engagement Agreement, Whiterock has requested that we prepare and deliver to the Special Committee our written opinion (the “Opinion”) as to the fairness, from a financial point of view, of the Consideration offered to Unitholders pursuant to the Transaction Agreement.

CIBC will be paid a fee for rendering the Opinion and will be paid an additional fee that is contingent upon the completion of the Proposed Transaction or any alternative transaction. Whiterock has also agreed to reimburse CIBC for its reasonable out-of-pocket expenses and to indemnify CIBC in respect of certain liabilities that might arise out of our engagement.

Credentials of CIBC

CIBC is one of Canada’s largest investment banking firms with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. The Opinion expressed herein is the opinion of CIBC and the form and content herein have been approved for release by a committee of its managing directors and internal counsel, each of whom is experienced in merger, acquisition, divestiture and valuation matters.

Scope of Review

In connection with rendering our Opinion, we have reviewed and relied upon, among other things, the following:

- i. a draft dated January 16, 2012 of the Transaction Agreement;
- ii. a draft dated January 13, 2012 of the Lock-up Agreements;
- iii. the annual report, audited financial statements and management’s discussion and analysis of each of Whiterock and Dundee for the fiscal years ended December 31, 2008, 2009, and 2010;
- iv. the interim reports, comparative unaudited financial statements and management’s discussion and analyses of each of Whiterock and Dundee for the nine months ended September 30, 2011;
- v. Whiterock’s annual information form dated March 22, 2011;
- vi. the management information circular of Whiterock dated April 18, 2011 relating to the annual meeting of Unitholders held on May 26, 2011;
- vii. Whiterock’s Serial Trust Indenture dated December 20, 2005;
- viii. Whiterock’s Amended and Restated Fourth Supplemental Trust Indenture dated December 1, 2009;
- ix. Whiterock’s Fifth Supplemental Trust Indenture dated October 1, 2009;
- x. Whiterock’s Sixth Supplemental Trust Indenture dated December 9, 2011;
- xi. the prospectus supplement dated December 2, 2011 to Whiterock’s short form base shelf prospectus dated October 29, 2010;
- xii. Whiterock’s short form base shelf prospectus dated October 29, 2010;
- xiii. Whiterock’s December 14, 2011 press release announcing the acquisition of nine flex office properties in Edmonton, Alberta for approximately \$108 million;

- xiv. Whiterock's December 15, 2011 press release announcing the acquisition of a 100% freehold interest in Airway Centre 2-4 in Mississauga, Ontario for approximately \$110 million;
- xv. the 2011, 2012, and 2013 budgets for each of Whiterock's properties, and other related property level information for Whiterock;
- xvi. certain other internal financial, operational, business and other information concerning Whiterock that was prepared or provided by the management of Whiterock, including internal operating and financial projections prepared by Whiterock's management;
- xvii. trading statistics and selected financial information of Whiterock, other selected public entities and comparable precedent transactions considered by us to be relevant;
- xviii. various reports published by equity research analysts and industry sources regarding Whiterock and other publicly-traded entities, to the extent deemed relevant by us;
- xix. a certificate addressed to us, dated as of the date hereof, from two senior officers of Whiterock, as to, among other things, the completeness and accuracy of the Information (as defined below); and
- xx. such other information, analyses, investigations, and discussions as we considered necessary or appropriate in the circumstances.

In addition, we have participated in discussions with members of the senior management of Whiterock regarding Whiterock's past and current business operations, financial condition and future prospects. We have also participated in discussions with senior management of Whiterock, Goodmans LLP, external legal counsel to Whiterock, senior management of Dundee, and Osler Hoskin & Harcourt LLP, external counsel to Dundee, concerning the Proposed Transaction, the Transaction Agreement and related matters.

Assumptions and Limitations

Our Opinion is subject to the assumptions, qualifications and limitations set forth below.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of any of the assets or securities of Whiterock, Dundee or any of their respective affiliates and our Opinion should not be construed as such, nor have we been requested to identify, solicit, consider or develop any potential alternatives to the Proposed Transaction.

With your permission, we have relied upon, and have assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by Whiterock or its affiliates or advisors or otherwise obtained by us pursuant to our engagement, and our Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to or attempted to verify independently the accuracy, completeness or fairness of presentation of any such information, data, advice, opinions and representations. We have not met separately with the independent auditors of Whiterock or Dundee in connection with preparing this Opinion and with your permission, we have assumed the accuracy and fair presentation of, and relied upon, the audited financial statements of Whiterock and Dundee and the reports of the auditors thereon and the interim unaudited financial statements of Whiterock and Dundee.

With respect to the historical financial data, operating and financial forecasts and budgets provided to us concerning Whiterock and relied upon in our financial analyses, we have assumed that they have been reasonably prepared on bases reflecting the most reasonable assumptions, estimates and judgements of management of Whiterock, having regard to Whiterock's business, plans, financial condition and prospects.

We have also assumed that all of the representations and warranties contained in the Transaction Agreement are correct as of the date hereof and that the Proposed Transaction will be completed substantially in accordance with its terms and all applicable laws and that the Circulars will disclose all material facts relating to the Proposed Transaction and will satisfy all applicable legal requirements.

Whiterock has represented to us, in a certificate of two senior officers of Whiterock, dated the date hereof, among other things, that the information, data and other material (financial or otherwise) provided to us by or on behalf of Whiterock, including the written information and discussions concerning Whiterock referred to above under the heading “Scope of Review” (collectively, the “Information”), are complete and correct at the date the Information was provided to us and that, since the date on which the Information was provided to us, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of Whiterock and its affiliates and no material change has occurred in the Information or any part thereof which, based on such officers’ understanding, would have or which would reasonably be expected to have a material effect on the Opinion.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Proposed Transaction or the sufficiency of this letter for your purposes.

Our Opinion is rendered on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of Whiterock and Dundee as they are reflected in the Information and as they were represented to us in our discussions with management of Whiterock, Dundee and their respective affiliates and advisors. In our analyses and in connection with the preparation of our Opinion, we made numerous assumptions with respect to industry performance, general business, markets and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction.

The Opinion is being provided to the Special Committee for its exclusive use only in considering the Proposed Transaction and may not be published, disclosed to any other person, relied upon by any other person, or used for any other purpose, without the prior written consent of CIBC. Our Opinion is not intended to be and does not constitute a recommendation to any Unitholder to dispose of their Units in connection with the Proposed Transaction or as an opinion concerning the trading price or value of any securities of Whiterock or Dundee following the announcement or completion of the Proposed Transaction.

CIBC believes that its financial analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of a fairness opinion is complex and is not necessarily susceptible to partial analysis or summary description and any attempt to carry out such could lead to undue emphasis on any particular factor or analysis.

The Opinion is given as of the date hereof and, although we reserve the right to change or withdraw the Opinion if we learn that any of the information that we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, we disclaim any obligation to change or withdraw the Opinion, to advise any person of any change that may come to our attention or to update the Opinion after the date of this Opinion.

Opinion

Based upon and subject to the foregoing and such other matters as we considered relevant, it is our opinion, as of the date hereof, that the Consideration offered to Unitholders pursuant to the Transaction Agreement is fair, from a financial point of view, to Unitholders.

Yours very truly,

(Signed) CIBC World Markets Inc.

IMMEDIATE ACTION IS REQUIRED:

Please vote the enclosed BLUE proxy or voting instructions form. Your vote must be received not later than 10:00 a.m. (Eastern time) on February 23, 2012.

In order to accept the Offer, Whiterock Unitholders must submit their Whiterock Unit certificates to the Depository by the Expiry Time. Whiterock Unitholders who hold their Whiterock Units with a bank, broker or other financial intermediary may accept the Offer by contacting their intermediary to instruct them to deposit their Whiterock Units and to make the desired election for Dundee Units and/or cash under the Offer. The Offer is open for acceptance until 12:01 a.m. (local time) on March 2, 2012. Dundee has agreed to extend the Offer, if necessary, to ensure that it is open for acceptance until the business day prior to the completion of the Acquisition. Some financial intermediaries will have a deadline to make elections prior to the Expiry Time. Whiterock Unitholders wishing to accept the Offer should read the instructions provided by their intermediary carefully so that they do not miss the intermediaries' deadline. We recommend that Whiterock Unitholders contact their broker at least 48 hours in advance of the Expiry Time to ensure they have sufficient time to make their desired election and deposit their Whiterock Units pursuant to the Offer.

QUESTIONS MAY BE DIRECTED TO THE INFORMATION AND PROXY SOLICITATION AGENT



NORTH AMERICAN TOLL-FREE

1-877-452-7184

Banks and brokers & collect calls outside North America

416-304-0211

EMAIL: assistance@laurelhill.com

**The Whiterock Trustees unanimously recommend that all
Whiterock Unitholders vote FOR the Acquisition Resolution.**