

A copy of this preliminary short form prospectus has been filed with the securities regulatory authorities in each of the provinces of Canada but has not yet become final for the purpose of the sale of securities. Information contained in this preliminary short form prospectus may not be complete and may have to be amended. The securities may not be sold until a receipt for the short form prospectus is obtained from the securities regulatory authorities.

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

This short form prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. These securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "1933 Act"), and accordingly will not be offered, sold or delivered, directly or indirectly within the United States of America, its possessions and other areas subject to its jurisdiction or to, or for the account or for the benefit of, a U.S. person (as defined in Regulation S under the 1933 Act), except in limited circumstances. See "Plan of Distribution".

New Issue

PRELIMINARY SHORT FORM PROSPECTUS

May 21, 2004



DUNDEE REAL ESTATE INVESTMENT TRUST

\$75,000,000

6.5% Convertible Unsecured Subordinated Debentures due June 30, 2014

This short form prospectus qualifies the distribution of \$75,000,000 aggregate principal amount of 6.5% convertible unsecured subordinated debentures (the "Debentures") due June 30, 2014 (the "Maturity Date") of Dundee Real Estate Investment Trust ("Dundee REIT") at a price of \$1,000 per Debenture. The Debentures will bear interest at an annual rate of 6.5% payable semi-annually on June 30th and December 31st in each year, commencing December 31, 2004. The first payment on the Debentures will include accrued and unpaid interest for the period from the closing of this offering to December 31, 2004.

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures. Our outstanding REIT Units, Series A (the "Units") are listed on the Toronto Stock Exchange (the "TSX") under the symbol "D.UN". On May 19, 2004, the day before Dundee REIT announced this offering, the closing price of the Units on the TSX was \$22.60.

Dundee REIT is an unincorporated open-ended real estate investment trust governed by the laws of the Province of Ontario. Dundee REIT is a provider of high quality, affordable business premises. We focus on owning, acquiring, leasing and managing mid-sized urban and suburban office and industrial properties in Canada.

Conversion Privilege

Each Debenture will be convertible into Units at the option of the holder at any time prior to the close of business on the earlier of the Maturity Date and the business day immediately preceding the date specified by Dundee REIT for redemption of the Debentures, at a conversion price of \$25.00 per Unit (the "Conversion Price"), being a ratio of 40 Units per \$1,000 principal amount of Debentures, subject to adjustment in certain events in accordance with the trust indenture governing the terms of the Debentures. Holders converting their Debentures will receive accrued and unpaid interest thereon for the period from the last interest payment date on their Debentures to the date of conversion. Further particulars concerning the conversion privilege, including provisions for the adjustment of the Conversion Price in certain events, are set out under "Details of the Offering — Debentures — Conversion Privilege". **A holder of Debentures will not be entitled to deferred tax treatment on the conversion, redemption or repayment at maturity of such Debentures. See "Certain Canadian Federal Income Tax Considerations".**

The Debentures may not be redeemed by Dundee REIT prior to June 30, 2008. On and after June 30, 2008, but prior to June 30, 2010, the Debentures may be redeemed, in whole at any time or in part from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest on not more than 60 days' and not less than 30 days' prior notice, provided that the weighted-average trading price of the Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date on which notice of redemption is given is not less than 125% of the Conversion Price. On and after June 30, 2010 and prior to the Maturity Date, the Debentures may be redeemed by Dundee REIT, in whole at any time or in part from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest on not more than 60 days' and not less than 30 days' prior written notice.

Subject to regulatory approval and provided no event of default has occurred, Dundee REIT may, at its option, upon not more than 60 days' and not less than 30 days' prior written notice, elect to satisfy its obligation to pay the principal amount of the Debentures on redemption or at maturity through, in whole or in part, the issuance of freely-tradeable Units. In addition, subject to regulatory approval, Units may be issued to the Debenture Trustee (as defined herein) and sold, with the proceeds used to satisfy the obligations to pay interest on the Debentures. Further particulars concerning the interest, repurchase and maturity provisions of the Debentures are set out under "Details of the Offering".

	Price to the Public	Underwriters' Fee	Net Proceeds to Dundee REIT ⁽²⁾
Per Debenture	\$1,000.00	\$37.50	\$962.50
Total ⁽¹⁾	\$75,000,000.00	\$2,812,500.00	\$72,187,500.00

Notes:

(1) We have granted to the Underwriters an option (the "Over-Allotment Option"), exercisable in whole or in part for a period of 30 days from the closing of this offering, to purchase up to an additional \$11,250,000 aggregate principal amount of Debentures at \$1,000 per Debenture solely to cover over-allotments, if any. If the Over-Allotment Option is exercised in full, the total price to the public, underwriters' fee and net proceeds to Dundee REIT will be \$86,250,000, \$3,234,375 and \$83,015,625, respectively. This prospectus qualifies the grant of the Over-Allotment Option and the issuance of the Debentures issuable on the exercise of the Over-Allotment Option. See "Plan of Distribution".

(2) Before deducting expenses of the offering, estimated to be \$500,000 which, together with the underwriters' fee, will be paid from the proceeds of the offering.

An investment in the Debentures is subject to a number of risks that should be considered by a prospective purchaser. See "Risk Factors".

In connection with this offering, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Debentures at levels other than those which otherwise might prevail on the open market. See "Plan of Distribution".

Dundee REIT is not a trust company and is not registered under applicable legislation governing trust companies as it does not carry on the business of a trust company. The Units are not "deposits" within the meaning of the Canada Deposit Insurance Corporation Act and are not insured under the provisions of that Act or any other legislation.

The Underwriters, as principals, conditionally offer the Debentures, subject to prior sale, if, as and when created, sold and delivered by Dundee REIT and accepted by the Underwriters in accordance with the conditions contained in the Underwriting Agreement referred to under "Plan of Distribution" and subject to the approval of certain legal matters on our behalf by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by Torsys LLP. Subscriptions will be received subject to rejection or allotment in whole or in part and the Underwriters reserve the right to close the subscription books at any time without notice. The Debentures will be available in book-entry only form through the facilities of The Canadian Depository for Securities Limited ("CDS"). Holders of beneficial interests in the Debentures will not have the right to receive physical certificates evidencing their ownership of Debentures. Closing is expected to occur on or about June 21, 2004, or such later date as we and the Underwriters may agree, but in any event no later than June 28, 2004.

Dundee Securities Corporation is an indirect subsidiary of Dundee Bancorp Inc. Dundee Realty Corporation, a subsidiary of Dundee Bancorp Inc., together with its affiliate holds an approximate 31% equity and voting interest in Dundee REIT by virtue of their holding of Special Trust Units of Dundee REIT and limited partnership units of our principal operating subsidiary. Dundee Realty Corporation is also a promoter of Dundee REIT for the purposes of applicable Canadian securities legislation. See "Promoter". **Accordingly, Dundee REIT is a related issuer of Dundee Securities Corporation for the purposes of applicable Canadian securities legislation. See "Plan of Distribution".**

HSBC Securities (Canada) Inc. is an affiliate of a Canadian chartered bank that is a current lender to Dundee REIT under a secured revolving credit facility. A portion of the proceeds of the offering (inclusive of the Over-Allotment Option) may be used to temporarily reduce indebtedness under this credit facility. **Consequently, Dundee REIT may be considered a connected issuer of such Underwriter under applicable securities laws in certain Canadian provinces. See "Plan of Distribution".**

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All dollar amounts set forth in this short form prospectus are in Canadian dollars, except where otherwise indicated.

The disclosure contained in this short form prospectus does not give effect to the Over-Allotment Option, except where otherwise indicated.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this short form prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Secretary of Dundee REIT at 30 Adelaide Street East, Suite 1600, Toronto, Ontario, M5C 3H1 (telephone 416-365-3535). For the purpose of the Province of Quebec, this simplified prospectus contains information to be completed by consulting the permanent information record. A copy of the permanent information record may be obtained from the Secretary of Dundee REIT at the above-noted address and telephone number.

The following documents, filed with the various securities commissions or similar authorities in the provinces of Canada, are specifically incorporated by reference into and form an integral part of this short form prospectus:

- (a) the initial annual information form of Dundee REIT dated April 12, 2004;
- (b) the management information circular of Dundee REIT dated April 5, 2004 prepared in connection with the annual meeting of unitholders held on May 5, 2004, other than the disclosure under the headings entitled "Statement of Corporate Governance Practices", "Report on Executive Compensation" and "Unitholder Return Performance Graph";
- (c) the audited consolidated financial statements of Dundee REIT as at and for the six months ended December 31, 2003, together with the notes thereto and the auditors' report thereon, and the audited combined financial statements of the Commercial Real Estate Division of Dundee Realty Corporation ("Dundee Realty") as at and for the six months ended June 30, 2003 and the year ended December 31, 2002, together with the notes thereto and the auditors' report thereon;
- (d) management's discussion and analysis of financial condition and results of operations of Dundee REIT for the six months ended December 31, 2003, and management's discussion and analysis of financial condition and results of operations of the Commercial Real Estate Division of Dundee Realty for the six months ended June 30, 2003 and the year ended December 31, 2002; and
- (e) the unaudited consolidated financial statements of Dundee REIT as at and for the three months ended March 31, 2004 and the unaudited combined financial statements of the Commercial Real Estate

Division of Dundee Realty for the three months ended March 31, 2003, together with management's discussion and analysis of financial condition and results of operations for those periods.

Any documents of the type referred to above (excluding confidential material change reports, if any) filed by Dundee REIT with the provincial securities commissions or similar authorities in Canada after the date of this short form prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference into and form an integral part of this short form prospectus. **Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this short form prospectus to the extent that a statement contained herein or in any other subsequently filed document that also 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 this short form prospectus.**

FORWARD-LOOKING STATEMENTS

This prospectus includes or incorporates by reference certain statements that are "forward-looking statements". All statements, other than statements of historical fact, in this prospectus that address activities, events or developments that we or a third party expect or anticipate will or may occur in the future, including our future growth, results of operations, performance and business prospects and opportunities, and the assumptions underlying any of the foregoing, are forward-looking statements. These forward-looking statements reflect our current beliefs and are based on information currently available to us and on assumptions we believe are reasonable. Actual results and developments may differ materially from results and developments discussed in the forward-looking statements as they are subject to a number of significant risks and uncertainties, including those discussed under "Risk Factors" and elsewhere in this prospectus. Certain of these risk factors and uncertainties are beyond our control. Consequently, all of the forward-looking statements made in this prospectus are qualified by these cautionary statements and other cautionary statements or factors contained herein, and there can be no assurance that the actual results or developments will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, us. These forward-looking statements are made as of the date of this prospectus and we assume no obligation to update or revise them to reflect subsequent information, events or circumstances or otherwise.

TERMS USED TO DESCRIBE DUNDEE REIT AND ITS BUSINESS

Dundee REIT's investment and operating activities are limited, because our operating business is carried out by Dundee Properties Limited Partnership ("Dundee Properties LP"), our principal operating subsidiary. For simplicity, we use terms in this prospectus to refer to our business and operations as a whole. Accordingly, in this prospectus, unless the context otherwise requires, when we use terms such as "we", "us" and "our", we are referring to Dundee REIT and its subsidiary entities, including trusts and partnerships in which Dundee REIT owns directly or indirectly more than a 50% equity interest. When we use expressions such as "our business", we are referring to the business of Dundee REIT and these subsidiary entities as a whole. When we use expressions such as "our properties", "our portfolio", "we own" or "we invest in" in relation to our properties, we are referring to Dundee REIT's ownership of and investment in our properties indirectly through Dundee Properties LP. When we use expressions such as "we operate" in relation to the operations of Dundee REIT, we are referring to Dundee REIT's operation through its indirect interest in Dundee Properties LP.

DUNDEE REIT

We are a provider of high quality, affordable business premises. We focus on owning, acquiring, leasing and managing mid-sized urban and suburban office and industrial properties in Canada. Our diversified portfolio consists of approximately 13.2 million square feet of gross leasable area, located primarily in our target markets of

Toronto, Ottawa, Montréal, Calgary and Edmonton. Our portfolio is well diversified by asset type, geographic location and tenant mix. Through our joint interest in Dundee Management Limited Partnership, we currently provide property management services to our tenants and other businesses.

We believe that our experienced and entrepreneurial management team, real estate expertise, diversified real estate portfolio, market presence and track record of creating value for investors are competitive advantages that will help us achieve our objectives. Our objectives are to:

- Provide holders of our units with predictable and sustainable cash distributions, payable monthly and, to the extent reasonably possible, on a Canadian income tax deferred basis, from a portion of the cash flow generated from our commercial revenue producing properties;
- Prudently increase cash distributions as the performance of our underlying business warrants;
- Improve the overall value of our enterprise through the effective management of our business and finances; and
- Improve the overall value of our enterprise by acquiring additional commercial revenue producing properties that add value to our overall portfolio.

Our strategy is to preserve and increase the value of our properties through prudent and innovative management, build and maintain a diversified portfolio of properties and meet our tenants' needs by offering a high level of service. In order to further our external growth strategy, we will make strategic acquisitions, reposition properties where opportunities exist and build on our third party property management business.

Dundee REIT is an unincorporated, open-ended real estate investment trust governed by the laws of Ontario. Dundee REIT is a "mutual fund trust" as defined in the *Income Tax Act* (Canada), but is not a "mutual fund" within the meaning of applicable Canadian securities legislation. Our head office is located at 30 Adelaide Street East, Suite 1600, Toronto, Ontario, M5C 3H1.

RECENT DEVELOPMENTS

Acquisition of 720 Bay Street

Effective as of April 1, 2004, we completed the purchase of an undivided 50% interest in 720 Bay Street, a 247,743 square foot office building in Toronto, Ontario for a purchase price of \$25.4 million. The remaining 50% of this property is owned by private investors. The building is managed by H&R Property Management Ltd. In connection with this acquisition, we assumed approximately \$20.6 million of an existing mortgage. As a result of an agreement with our co-owners, our assumed amount has an effective interest rate of 7%. The entire building is currently leased by the Province of Ontario and is occupied by the Ontario Ministry of the Attorney General. The lease has approximately 5 years remaining in its term.

Acquisition of Geo-X Building

Effective as of May 12, 2004, we completed the purchase of the Geo-X Building, a 36,428 square foot flex building located in Calgary, Alberta for a purchase price of \$6.5 million paid entirely in cash. This building is currently leased to Geo-X Systems Ltd. under a lease with a remaining term of more than 6 years.

Disposition of Northgate Mall

We have agreed to sell Northgate Mall in Regina, Saskatchewan. The agreement is conditional on waiver by the purchaser of its due diligence condition, on or before June 4, 2004. If the transaction is concluded, it is likely that we will recognize a book loss of approximately \$19 million on the sale. The sale of the Northgate Mall is consistent with our business plan to focus on mid-sized urban and suburban office and industrial properties in our Canadian target markets.

Current Discussions Regarding Acquisitions and Dispositions

Consistent with our past practices and as a normal course of business, we are engaged in discussions with respect to possible acquisitions of new properties and dispositions of existing properties in our portfolio. However, there can be no assurance that any of these discussions will result in a definitive agreement and, if they do, what the terms or timing of any acquisition or disposition would be. We expect to continue current discussions and actively pursue other acquisition, investment and disposition opportunities. We do not currently have any definitive

agreement or commitment with respect to any acquisition or disposition. As discussed under “Use of Proceeds”, we will use the proceeds of this offering for general purposes, including for funding possible future acquisitions.

We may choose to satisfy the purchase price for an acquisition in cash or by issuing Units or other securities or with any combination of the foregoing. We may also finance acquisitions through credit facilities or other indebtedness.

CAPITALIZATION

The material changes in the consolidated capitalization of Dundee REIT from December 31, 2003 to March 31, 2004 are as follows: (i) a net increase in mortgages and term debt payable of approximately \$63.8 million; (ii) a decrease in bank loans outstanding of approximately \$7.1 million; and (iii) a net increase in unitholder’s equity of \$103.0 million.

The material changes in unitholder’s equity from December 31, 2003 to March 31, 2004 are attributable to (i) the gross proceeds of Dundee REIT’s equity offering in February 2004 of \$110.0 million; (ii) proceeds of Dundee REIT’s distribution reinvestment and unit purchase plan (“DRIP plan”) of \$5.3 million; (iii) net income of \$5.3 million, less (iv) distributions paid, or payable, to unitholders of \$12.5 million and (v) issue costs of \$5.7 million relating to the DRIP plan and the equity offering referred to above.

DETAILS OF THE OFFERING

The following is a summary of the material attributes and characteristics of the Debentures. This summary does not purport to be complete and is subject to, and qualified in its entirety by the terms of the Indenture (as defined below).

Debentures

The Debentures will be issued under and pursuant to the provisions of a trust indenture (the “Indenture”) to be dated the date of closing of this offering between Dundee REIT and Computershare Trust Company of Canada (the “Debenture Trustee”). The Debentures will be limited in the aggregate principal amount to \$86,250,000. Dundee REIT may, however, from time to time, without the consent of the holders of the Debentures, issue additional or other debentures in addition to the Debentures offered hereby. The Debentures will be issuable only in denominations of \$1,000 and integral multiples thereof. At the closing of this offering, the Debentures will be available for delivery in book-entry only form through the facilities of the Canadian Depository for Securities Limited (“CDS”). Holders of beneficial interests in the Debentures will not have the right to receive physical certificates evidencing their ownership of Debentures except under certain circumstances described under “— Book-entry, Delivery and Form”. No fractional Debentures will be issued.

The Debentures will bear interest from the date of issue at 6.5% per annum, which will be payable semi-annually on June 30 and December 31 in each year (each, an “Interest Payment Date”), commencing with December 31, 2004; the first payment will include accrued and unpaid interest for the period from the closing of this offering to December 31, 2004. Interest will be payable based on a 365-day year. The interest on the Debentures will be payable in lawful money of Canada as specified in the Indenture. At our option, and subject to regulatory approval, we may deliver Units to the Debenture Trustee who shall sell such Units on our behalf in order to raise funds to satisfy all or any part of our obligations to pay interest on the Debentures, but, in any event, the holders of Debentures shall be entitled to receive cash payments equal to the interest otherwise payable on the Debentures. See “— Interest Payment Election”.

The principal on the Debentures will be payable in lawful money of Canada or, at our option and subject to applicable regulatory approval, by payment of Units to satisfy, in whole or in part, our obligation to repay the principal amount of the Debentures, as further described under “— Payment upon Redemption or Maturity”, “— Redemption and Purchase” and “— Put Right upon a Change of Control”.

The Debentures will be direct obligations of Dundee REIT and will not be secured by any mortgage, pledge, hypothec or other charge and will be subordinated to all other liabilities of Dundee REIT as described under “— Subordination”. The Indenture will not restrict Dundee REIT or its subsidiaries from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging our real or personal property or properties to secure any indebtedness.

The Debentures will be transferable, and may be presented for conversion, at the principal offices of the Debenture Trustee in Toronto, Ontario.

Conversion Privilege

The Debentures will be convertible at the holder's option into fully-paid, non-assessable and freely-tradeable Units at any time prior to 5:00 p.m. (EST) on the earlier of the Maturity Date and the business day immediately preceding the date specified by Dundee REIT for redemption of the Debentures, at a conversion price of \$25.00 per Unit (the "Conversion Price") being a ratio of 40 Units per \$1,000 principal amount of Debentures. No adjustment to the Conversion Price will be made for distributions on Units issuable upon conversion or for interest accrued on Debentures surrendered for conversion; however, holders converting their Debentures shall be entitled to receive, in addition to the applicable number of Units, accrued and unpaid interest in respect thereof for the period up to, but excluding, the date of conversion from the latest Interest Payment Date. Notwithstanding the foregoing, no Debentures may be converted during the five business days preceding June 30 and December 31 each year, as the registers of the Debenture Trustee will be closed during such periods.

Subject to the provisions thereof, the Indenture will provide for the adjustment of the Conversion Price in certain events including: (a) the subdivision or consolidation of the outstanding Units; (b) the distribution of Units to all or substantially all holders of Units by way of distribution or otherwise other than an issue of securities to holders of Units or partnership units of Dundee Properties LP who participate in our distribution reinvestment or unit purchase plans or similar arrangements of Dundee Properties LP; (c) the issuance of options, rights or warrants to all or substantially all holders of Units entitling them to acquire Units or other securities convertible into Units at less than 95% of the then Current Market Price (as defined below under "— Payment upon Redemption or Maturity") of the Units; and (d) the distribution to all holders of Units of any securities or assets (other than cash distributions and equivalent distributions in securities paid in lieu of cash distributions in the ordinary course). There will be no adjustment of the Conversion Price in respect of any event described in (b), (c) or (d) above if, subject to prior regulatory approval, the holders of the Debentures are allowed to participate as though they had converted their Debentures prior to the applicable record date or effective date. Dundee REIT will not be required to make adjustments in the Conversion Price unless the cumulative effect of such adjustments would change the conversion price by at least 1%.

In the case of any reclassification or change (other than a change resulting only from consolidation or subdivision) of the Units or in case of any amalgamation, consolidation or merger of Dundee REIT with or into any other entity, or in the case of any sale, transfer or other disposition of the properties and assets of Dundee REIT as, or substantially as, an entirety to any other entity, the terms of the conversion privilege shall be adjusted so that each Debenture shall, after such reclassification, change, amalgamation, consolidation, merger or sale, be exercisable for the kind and amount of securities or property of Dundee REIT, or such continuing, successor or purchaser entity, as the case may be, which the holder thereof would have been entitled to receive as a result of such reclassification, change, amalgamation, consolidation, merger or sale if on the effective date thereof it had been the holder of the number of Units into which the Debenture was convertible prior to the effective date of such reclassification, change, amalgamation, consolidation, merger or sale.

No fractional Units will be issued on any conversion of the Debentures but in lieu thereof Dundee REIT shall satisfy such fractional interest by a cash payment equal to the current market price of such fractional interest.

Payment upon Redemption or Maturity

On redemption or at the Maturity Date, Dundee REIT will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount equal to the principal amount of the outstanding Debentures, together with accrued and unpaid interest thereon. Dundee REIT may, at its option, on not more than 60 days' and not less than 30 days' prior notice and subject to any required regulatory approvals, unless an Event of Default (as hereinafter defined) has occurred and is continuing, elect to satisfy its obligation to repay, in whole or in part, the principal amount of the Debentures which are to be redeemed or which have matured by issuing freely-tradeable Units, in whole or in part, to the holders of the Debentures (the "Unit Payment Option"). The number of Units to be issued will be determined by dividing the principal amount of the Debentures by 95% of the Current Market Price of the Units on the date fixed for redemption or the Maturity Date, as the case may be. No fractional Units will be issued to holders of Debentures but in lieu thereof Dundee REIT shall satisfy such fractional interest by a cash payment equal to the current market price of such fractional interest.

The “Current Market Price” will be defined in the Indenture to mean the weighted average trading price of the Units on the TSX for the 20 consecutive trading days ending on the fifth trading day preceding the date of the applicable event.

Interest Payment Election

Unless an Event of Default (as hereinafter defined) has occurred and is continuing, Dundee REIT may elect, from time to time, subject to applicable regulatory approval, to issue and deliver freely-tradeable Units to the Debenture Trustee in order to raise funds to satisfy all or any part of its obligations to pay interest on the Debentures in accordance with the Indenture (the “Unit Interest Payment Option”) in which event holders of the Debentures will be entitled to receive a cash payment equal to the interest payable from the proceeds of the sale of such Units by the Debenture Trustee. The Indenture will provide that, upon such election, the Debenture Trustee shall (i) accept delivery of Units from Dundee REIT, (ii) accept bids with respect to, and consummate sales of, such Units, each as Dundee REIT shall direct in its absolute discretion, (iii) invest the proceeds of such sales in short term Canadian government obligations, which mature prior to the applicable interest payment date; (iv) deliver proceeds to holders of Debentures sufficient to satisfy Dundee REIT’s interest payment obligations; and (v) perform any other action necessarily incidental thereto. The amount received by a holder in respect of interest will not be affected by whether or not Dundee REIT elects to utilize the Unit Interest Payment Option.

Neither Dundee REIT’s making of the Unit Interest Payment Option nor the consummation of sales of Units will (a) result in the holders of Debentures not being entitled to receive, on the applicable Interest Payment Date, cash in an aggregate amount equal to the interest payable on such Interest Payment Date, or (b) entitle such holders to receive any Units in satisfaction of the interest payable on the applicable Interest Payment Date.

Redemption and Purchase

Dundee REIT may not redeem the Debentures before June 30, 2008. On and after June 30, 2008, but prior to June 30, 2010, the Debentures may be redeemed, in whole at any time or in part from time to time, on not more than 60 days’ and not less than 30 days’ prior notice, at a price equal to the principal amount thereof plus accrued and unpaid interest provided that the Current Market Price preceding the date upon which the notice of redemption is given is at least 125% of the Conversion Price. On and after June 30, 2010 and prior to the Maturity Date, Dundee REIT may redeem the Debentures in whole at any time or in part from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest on not more than 60 days’ and not less than 30 days’ prior written notice.

Dundee REIT will have the right to purchase Debentures in the market, by tender or by private contract subject to regulatory requirements; provided, however, that if an Event of Default has occurred and is continuing, we will not have the right to purchase the Debentures by private contract.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a pro rata basis or in such other manner as the Debenture Trustee deems equitable, subject to the consent of the TSX.

Cancellation

All Debentures converted, redeemed or purchased as aforesaid will be cancelled and may not be reissued or resold.

Subordination

The payment of the principal of, and interest on, the Debentures will be subordinated in right of payment, in the circumstances referred to below and more particularly as set forth in the Indenture, to the prior payment in full of all Senior Indebtedness of Dundee REIT. “Senior Indebtedness” of Dundee REIT will be defined in the Indenture as all indebtedness of Dundee REIT (whether outstanding as at the date of the Indenture or thereafter incurred) which, by the terms of the instrument creating or evidencing the indebtedness, is not expressed to be *pari passu* with, or subordinate in right of payment to, the Debentures. The Debentures will not limit our ability to incur additional indebtedness, including indebtedness that ranks senior to the Debentures, or from mortgaging, pledging or charging our real or personal property or properties to secure any indebtedness.

The Indenture will provide that in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings relative to Dundee REIT, or to Dundee REIT's property or assets, or in the event of any proceedings for voluntary liquidation, dissolution or other winding up of Dundee REIT, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of Dundee REIT, all creditors entitled to Senior Indebtedness will receive payment in full before the holders of Debentures will be entitled to receive any payment or distribution of any kind or character, whether in cash, property or securities, which may be payable or deliverable in any such event in respect of any of the Debentures or any unpaid interest accrued thereon.

The Debentures will be effectively subordinate to claims of creditors of Dundee REIT's subsidiaries except to the extent Dundee REIT is a creditor of such subsidiaries ranking at least *pari passu* with such other creditors. The Debentures will also be subordinate to claims of trade creditors.

Put Right upon a Change of Control

Upon the occurrence of a change of control of Dundee REIT involving the acquisition of voting control or direction over 66 $\frac{2}{3}$ % or more of Dundee REIT's outstanding voting units of all classes, collectively, by any person or group of persons acting jointly or in concert (a "Change of Control"), each holder of Debentures may require Dundee REIT to purchase, on the date which is 30 days following the giving of notice of the Change of Control as set out below (the "Put Date"), the whole or any part of such holder's Debentures at a price equal to 101% of the principal amount thereof (the "Put Price") plus accrued and unpaid interest to the Put Date.

If 90% or more in the aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered for purchase on the Put Date, Dundee REIT will have the right to redeem all the remaining Debentures on such date at the Put Price, together with accrued and unpaid interest to such date. Notice of such redemption must be given to the Debenture Trustee prior to the Put Date and as soon as possible thereafter, by the Debenture Trustee to the holders of the Debentures not tendered for purchase.

The principal amount of the Debentures will be payable in lawful money of Canada or, at Dundee REIT's option and subject to applicable regulatory approval, by payment of Units to satisfy, in whole or in part, Dundee REIT's obligation to repay the principal amount of the Debentures.

The Indenture will contain notification provisions to the following effect that:

- (a) Dundee REIT will promptly give written notice to the Debenture Trustee of the occurrence of a Change of Control and the Debenture Trustee will thereafter give to the holders of Debentures a notice of the Change of Control, the repayment right of the holders of Debentures and Dundee REIT's right to redeem untendered Debentures under certain circumstances; and
- (b) a holder of Debentures, to exercise the right to require Dundee REIT to purchase its Debentures, must deliver to the Debenture Trustee, not less than five business days prior to the Put Date, written notice of the holder's exercise of such right, together with a duly endorsed form of transfer.

Dundee REIT will comply with the requirements of Canadian securities laws and regulations to the extent such laws and regulations are applicable in connection with the repurchase of the Debentures in the event of a Change of Control.

Modification

The rights of the holders of the Debentures may be modified in accordance with the terms of the Indenture. For that purpose, among others, the Indenture will contain certain provisions which will make binding on all holders of Debentures resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of not less than 66 $\frac{2}{3}$ % of the principal amount of the then outstanding Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66 $\frac{2}{3}$ % of the principal amount of the then outstanding Debentures. Under the Indenture, the Debenture Trustee will have the right to make certain amendments to the Indenture in its discretion, without the consent of the holders of Debentures.

Events of Default

The Indenture will provide that an event of default (“Event of Default”) in respect of the Debentures will occur if certain events described in the Indenture occur, including if any one or more of the following described events has occurred and is continuing with respect to the Debentures: (i) failure for 15 days to pay interest on the Debentures when due; (ii) failure to pay principal or premium, if any, on the Debentures, whether at the Maturity Date, upon redemption, by declaration or otherwise; (iii) an unremedied breach of any material covenant or condition of the Indenture by Dundee REIT after a 30 day cure period; or (iv) certain events of bankruptcy, insolvency or reorganization of Dundee REIT under bankruptcy or insolvency laws. If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion, and shall, upon the request of holders of not less than 25% in principal amount of the then outstanding Debentures, declare the principal of (and premium, if any) and interest on all outstanding Debentures to be immediately due and payable. Events of Default may be waived by the holders of 66²/₃% of the principal amount of the outstanding Debentures or the Debenture Trustee in certain circumstances in accordance with the terms of the Indenture.

Offers for Debentures

The Indenture will contain provisions to the effect that if an offer is made for the Debentures which is a takeover bid for Debentures within the meaning of the *Securities Act* (Ontario) and not less than 90% of the Debentures (other than Debentures held at the date of the takeover bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Debentures held by holders of Debentures who did not accept the offer on the terms offered by the offeror.

Limitation on Non-Resident Ownership

At no time may non-residents of Canada be the beneficial owners (on either a basic or fully diluted basis) of more than 49% of the outstanding Units (other than the Special Trust Units) or more than 49% of the Special Trust Units. The Debenture Trustee may require declarations as to the jurisdictions in which beneficial owners of Debentures are resident. If the Debenture Trustee or our trustees become aware that the beneficial owners (on either a basic or fully diluted basis) of more than 49% of the outstanding Units (other than the Special Trust Units) or more than 49% of the Special Trust Units are, or may be, non-residents, or that such a situation is imminent, the Debenture Trustee or our trustees may make a public announcement thereof and shall not register a transfer of Debentures or Units to a person unless the person provides a declaration that the person is not a non-resident and does not hold his or her Units for the benefit of a non-resident. If, notwithstanding the foregoing, the Debenture Trustee or our trustees determine that more than 49% of the Units (other than the Special Trust Units) or more than 49% of the Special Trust Units then outstanding are (on either a basic or fully diluted basis) beneficially owned by non-residents, the Debenture Trustee or our trustees may send a notice to non-resident holders of Debentures or Units and holders of Debentures or Units for the benefit of non-residents, chosen in inverse order to the order of acquisition or registration of the Debentures or Units or in such manner as the Debenture Trustee or our trustees may consider equitable and practicable, requiring them to sell their Debentures or Units or a portion thereof within a specified period of not more than 60 days. If the Debenture holders or Unitholders receiving such notice have not sold the specified number of Debentures or Units or provided the Debenture Trustee or our trustees with satisfactory evidence that they are not non-residents and do not hold Debentures or Units for the benefit of a non-resident within such period, the Debenture Trustee or our trustees may, on behalf of such Debenture holder or unitholder, and shall have the power of attorney of such holder to, sell or redeem such Debentures or Units, as the case may be, and, in the interim, shall suspend the rights attached to such Debentures or Units. Upon such sale or redemption, the affected holders shall cease to be holders of Debentures or Units, as the case may be, and their rights shall be limited to receiving the net proceeds of sale upon surrender of such Debentures or Units.

Book-entry, Delivery and Form

Debentures will be issued in the form of fully-registered global Debentures (the “Global Debentures”) held by, or on behalf of, CDS or its successor, (the “Depository”) as custodian for its participants.

All Debentures will be represented in the form of Global Debentures registered in the name of the Depository or its nominee. Purchasers of Debentures represented by Global Debentures will not receive Debentures in definitive form. Rather, the Debentures will be represented only in “book-entry only” form (unless Dundee REIT, in its sole discretion, elects to prepare and deliver definitive Debentures in fully-registered form). Beneficial

interests in the Global Debentures, constituting ownership of the Debentures, will be represented through book-entry accounts of institutions (including the Underwriters) acting on behalf of beneficial owners, as direct and indirect participants of the Depository (the “participants”). Each purchaser of a Debenture represented by a Global Debenture will receive a customer confirmation of purchase from the Underwriter or Underwriters from whom the Debenture is purchased in accordance with the practices and procedures of the selling Underwriter or Underwriters. The practices of the Underwriters may vary but generally customer confirmations are issued promptly after execution of a customer order. The Depository will be responsible for establishing and maintaining book-entry accounts for its participants having interests in Global Debentures.

If the Depository notifies us that it is unwilling or unable to continue as depository in connection with the Global Debentures, or if at any time the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and we and the Debenture Trustee are unable to locate a qualified successor, or if we elect, in our sole discretion, to terminate the book-entry system, with the consent of the Debenture Trustee, beneficial owners of Debentures represented by Global Debentures at such time will receive Debentures in registered and definitive form (the “Definitive Debentures”).

Transfer and Exchange of Debentures

Transfers of beneficial ownership in Debentures represented by Global Debentures will be effected through records maintained by the Depository for such Global Debentures or its nominees (with respect to interests of participants) and on the records of participants (with respect to interests of persons other than participants). Unless we elect, in our sole discretion, to prepare and deliver Definitive Debentures, beneficial owners who are not participants in the Depository’s book-entry system, but who desire to purchase, sell or otherwise transfer ownership of or other interest in Global Debentures, may do so only through participants in the Depository’s book-entry system.

The ability of a beneficial owner of an interest in a Debenture represented by a Global Debenture to pledge the Debenture or otherwise take action with respect to such owner’s interest in a Debenture represented by a Global Debenture (other than through a participant) may be limited due to the lack of a physical certificate.

Registered holders of Definitive Debentures may transfer such Debentures upon payment of taxes or other charges incidental thereto, if any, by executing and delivering a form of transfer together with the Debentures to the registrar for the Debentures at its principal offices in Toronto, Ontario or such other city or cities as may from time to time be designated by Dundee REIT whereupon new Debentures will be issued in authorized denominations in the same aggregate principal amount as the Debentures so transferred, registered in the names of the transferees. No transfer of a Debenture will be registered during the period beginning 15 days before the day of the mailing of a notice of redemption of the Debentures and ending at the close of business on the day of such mailing or during the periods commencing on any regular or special record date for the payment of interest and ending on the next following Interest Payment Date.

Payments

Payments of interest and principal on each Global Debenture will be made to the Depository or its nominee, as the case may be, as the registered holder of the Global Debenture. As long as the Depository or its nominee is the registered owner of a Global Debenture, such Depository or its nominee, as the case may be, will be considered the sole legal owner of the Global Debenture for the purposes of receiving payments of interest and principal on the Debentures and for all other purposes under the Indenture and the Debentures. The record dates for the payment of interest will be June 15 and December 15 in each year (or the first business day following such date if not a business day). Interest payments on Global Debentures will be made by electronic funds transfer on the day interest is payable and delivered to the Depository or its nominee, as the case may be.

We understand that the Depository or its nominee, upon receipt of any payment of interest or principal in respect of a Global Debenture, will credit participants’ accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Global Debenture as shown on the records of the Depository or its nominee. We also understand that payments of interest and principal by participants to the owners of beneficial interest in such Global Debenture held through such participants will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name” and will be the responsibility of such

participants. Dundee REIT's responsibility and liability in respect of payments on Debentures represented by the Global Debenture is limited solely and exclusively, while the Debentures are registered in Global Debenture form, to making payment of any interest and principal due on such Global Debenture to the Depository or its nominee.

If Definitive Debentures are issued instead of or in place of Global Debentures, payments of interest on each Definitive Debenture will be made by electronic funds transfer, if agreed to by the holder of the Definitive Debenture or if required under any applicable payment clearing system rules, or by cheque dated the Interest Payment Date and mailed to the address of the holder appearing in the register maintained by the registrar for the Debentures, at the close of business on the fifth business day (a business day for this purpose being a day on which banking institutions are open in the City of Toronto) preceding the applicable Interest Payment Date. Payment of principal at maturity will be made at the principal office of the Debenture Trustee in the City of Toronto (or in such other city or cities as may from time to time be designated by Dundee REIT) against surrender of the Definitive Debentures, if any. If the due date for payment of any amount of principal or interest on any Definitive Debenture is not, at the place of payment, a business day such payment will be made on the next business day and the holder of such Definitive Debenture shall not be entitled to any further interest or other payment in respect of such delay.

Reports to Holders

We will file with the Debenture Trustee, within 15 days after the filing thereof with the Ontario Securities Commission, copies of our annual report and the information, documents and other reports that we are required to file with the Ontario Securities Commission and deliver to our unitholders. Notwithstanding that Dundee REIT may not be required to remain subject to the reporting requirements of the Ontario Securities Commission, Dundee REIT shall provide to the Debenture Trustee (a) within 90 days after the end of each fiscal year, an annual financial statement of Dundee REIT, and (b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, interim financial statements of Dundee REIT which shall, at a minimum, contain such information as is required to be provided in quarterly reports under the laws of Canada or any province thereof to security holders of a company with securities listed on the TSX, whether or not Dundee REIT has any of its securities so listed. Each of such reports will be prepared in accordance with applicable Canadian disclosure requirements and generally accepted accounting principles. We will provide copies of such information, documents and reports to holders of Debentures upon request.

Governing Law

Each of the Indenture and the Debentures are governed by, and will be construed in accordance with, the laws of the Province of Ontario applicable to contracts executed and to be performed entirely in such province.

Units

Each Unit represents an undivided beneficial interest in Dundee REIT and in distributions made by Dundee REIT, whether of net income, net realized capital gains or other amounts and, in the event of its termination or winding up, in its net assets remaining after the satisfaction of all its liabilities. No Unit will have preference or priority over any other.

Each Unit entitles the holder thereof to one vote for each whole Unit held at all meetings of unitholders of Dundee REIT. No certificates will be issued for fractional Units and fractional Units will not entitle the holders thereof to vote, except to the extent such fractional Units represent in the aggregate one or more whole Units. The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of such act or any other legislation.

The amended and restated declaration of trust of Dundee REIT ("Declaration of Trust") contains restrictions on the ownership of Units by unitholders of Dundee REIT who are not residents of Canada. These restrictions are summarized on pages 61 and 62 of our initial annual information form dated April 12, 2004.

In addition to the Units, Dundee REIT is authorized to issue voting units of another series designated as "REIT Units, Series B" (of which none are outstanding) and voting units of another class, designated as "Special Trust Units", which are issued to holders of certain limited partnership units of Dundee Properties LP on a one-for-one basis with those limited partnership units. A summary of the terms and conditions applicable to those units is provided on pages 57 to 62 of our initial annual information form dated April 12, 2004.

USE OF PROCEEDS

The net proceeds from the sale of Debentures under this short form prospectus are estimated to be approximately \$71,687,500 (\$82,515,625 if the Over-Allotment Option is exercised in full) after deduction of the Underwriters' fee and the estimated expenses of this offering. The Underwriters' fee and the expenses of this offering will be paid out of the proceeds of this offering. We will use the net proceeds of this offering for general purposes including to repay indebtedness and for funding possible future acquisitions.

EARNINGS COVERAGE RATIOS

The earnings coverage ratios set forth below have been prepared in accordance with applicable Canadian disclosure requirements. Earnings coverage is equal to net income before interest expense and income taxes, divided by interest expense. These coverages have been prepared using financial information prepared in accordance with accounting principles generally accepted in Canada. The *pro forma* ratios and notes have been calculated for the period from July 1, 2003 to December 31, 2003 and for the period from July 1, 2003 to March 31, 2004, and have been adjusted to give effect to this offering (including the exercise of the Over-Allotment Option) as if it had taken place at July 1, 2003.

	For the six months ended December 31, 2003	For the six months ended December 31, 2003, after giving effect to the issuance of the Debentures and other new debt and retirements of obligations since that date ⁽²⁾⁽³⁾	For the nine months ended March 31, 2004	For the nine months ended March 31, 2004, after giving effect to the issuance of the Debentures and other new debt and retirements of obligations since that date ⁽²⁾⁽³⁾
	Historical	(Pro forma)	Historical	(Pro forma)
Earnings coverage ratios ⁽¹⁾⁽⁴⁾	1.65	1.36	1.60	1.32

Notes:

- (1) The *pro forma* earnings coverage ratios include the interest expense on the Debentures in the calculation assuming that the Debentures will be characterized 100% as debt and interest payments will be characterized as interest expense in the financial statements.
- (2) The earnings before interest and taxes for the 6 months ended December 31, 2003 and the 9 months ended March 31, 2004 amounted to \$31.1 million and \$46.7 million, respectively.
- (3) Dundee REIT's interest requirements after giving effect to the issue of the Debentures amounted to \$22.9 million for the 6 months ended December 31, 2003 and \$35.3 million for the 9 months ended March 31, 2004.
- (4) The earnings assume that there are no additional earnings derived from the net proceeds of the Debentures.

PLAN OF DISTRIBUTION

Pursuant to an underwriting agreement (the "Underwriting Agreement") dated May 20, 2004 with TD Securities Inc., Scotia Capital Inc., CIBC World Markets Inc., Dundee Securities Corporation, BMO Nesbitt Burns Inc., National Bank Financial Inc., Trilon Securities Corporation and HSBC Securities (Canada) Inc. (collectively, the "Underwriters"), Dundee REIT has agreed to sell and the Underwriters have severally agreed to purchase, subject to the terms and conditions contained in the Underwriting Agreement, on June 21, 2004 or on such other date as may be agreed between Dundee REIT and the Underwriters but, in any event, not later than June 28, 2004, an aggregate principal amount of \$75,000,000 of Debentures at par, payable in cash to Dundee REIT against delivery. The Underwriting Agreement provides that we will pay to the Underwriters an aggregate fee of \$2,812,500 in respect of all of the Debentures offered or \$37.50 per \$1,000 principal amount of Debentures in consideration of their services in connection with this offering.

The obligations of the Underwriters under the Underwriting Agreement are several and may be terminated at their discretion on the occurrence of certain stated events. The Underwriters are, however, obligated to take up and pay for all of the Debentures if any of such Debentures are purchased under the Underwriting Agreement.

We have granted to the Underwriters an option (the "Over-Allotment Option"), exercisable in whole or in part for a period of 30 days from the closing of this offering, to purchase up to an additional \$11,250,000 aggregate principal amount of Debentures on the same terms as set out above solely to cover over-allotments, if

any. We have agreed to pay to the Underwriters a fee of \$37.50 per \$1,000 principal amount of Debentures with respect to Debentures issued under the Over-Allotment Option. This prospectus qualifies the grant of the Over-Allotment Option and the issuance of Debentures on the exercise of the Over-Allotment Option. This offering is being made in each of the provinces of Canada. The Debentures have not and will not be registered under the United States *Securities Act of 1933* (the “1933 Act”) and, subject to certain exceptions, may not be offered or sold in the United States. The Underwriters have agreed that they will not offer or sell the Debentures within the United States of America, its territories, its possessions and other areas subject to its jurisdiction or to, or for the account or benefit of, a U.S. person (as defined in Regulation S under the 1933 Act), except in accordance with the Underwriting Agreement pursuant to an exemption from the registration requirements of the 1933 Act provided by Rule 144A thereunder and in compliance with applicable state securities laws. This prospectus does not constitute an offer to sell or solicitation of an offer to buy any of the Debentures in the United States. In addition, until 40 days after the commencement of the offering of the Debentures pursuant to this prospectus, an offer or sale of Debentures within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the 1933 Act if such offer is made otherwise than in compliance with Rule 144A.

We have agreed to indemnify the Underwriters and their directors, officers and employees against certain liabilities pursuant to the Underwriting Agreement, including liabilities under Canadian securities legislation.

Dundee REIT has agreed that, except for the issuance of Units pursuant to the terms of the Debentures, it will not, directly or indirectly, without the prior written consent of TD Securities Inc. and Scotia Capital Inc. (the “Lead Underwriters”), on behalf of the Underwriters, issue, offer, sell, grant any option to purchase or otherwise dispose of (or announce any intention to do so) any equity securities or any securities convertible into, or exchangeable or exercisable for equity securities, for a period commencing on the date of the Underwriting Agreement and ending on the date that is 90 days after the closing of this offering, except (i) pursuant to the exercise of convertible or exchangeable securities, options or warrants to purchase Debentures or Units which are outstanding on the date hereof or have been issued with the consent of the Lead Underwriters; (ii) as full or partial consideration for arm’s length acquisitions of assets or shares; (iii) Debentures or Units issued pursuant to Dundee REIT’s DRIP plan or deferred unit incentive plan; and (iv) debentures or units issued pursuant to the DRIP-like arrangements in the Dundee Properties LP limited partnership agreement.

In addition, Dundee Realty has agreed that it will not, directly or indirectly, sell, transfer or assign any Debentures, Units or other securities convertible or exchangeable into Debentures or Units owned or controlled, directly or indirectly, by Dundee Realty for a period commencing on the date of the Underwriting Agreement and ending on the date that is 90 days after the closing of this offering, to any person which is not an affiliate of Dundee Bancorp Inc. (“Dundee Bancorp”) (and such affiliate may similarly sell to another affiliate).

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures.

Dundee Bancorp has elected not to exercise its pre-emptive right under the Declaration of Trust in connection with this offering.

Subscriptions for Debentures will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice.

Pursuant to the policy statements of the Ontario Securities Commission and the Québec Autorité des marchés financiers, the Underwriters may not, throughout the period of distribution, bid for or purchase Debentures. The foregoing restriction is subject to exceptions, on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Debentures. Such exceptions include a bid or purchase permitted under the by-laws and rules of the TSX relating to market stabilization and passive market-making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. We have been advised that in connection with the offering and pursuant to the first-mentioned exception, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Debentures at levels other than those which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

Dundee Securities Corporation is an indirect subsidiary of Dundee Bancorp. Dundee Realty, a subsidiary of Dundee Bancorp, together with an affiliate, holds an approximate 31% equity and voting interest in Dundee REIT by virtue of their holdings of Special Trust Units of Dundee REIT and limited partnership units of Dundee

Properties LP. Dundee Realty may also be considered a promoter of Dundee REIT for the purposes of applicable Canadian securities legislation. See “Promoter”. Accordingly, Dundee REIT is a related issuer of Dundee Securities Corporation for the purposes of applicable Canadian securities legislation.

HSBC Securities (Canada) Inc. is an affiliate of a Canadian chartered bank that is a current lender to Dundee REIT under a secured revolving credit facility. A portion of the proceeds of the offering (inclusive of the Over-Allotment Option) may be used to temporarily reduce indebtedness under this credit facility. Consequently, Dundee REIT may be considered a connected issuer of such Underwriter under applicable securities laws in certain Canadian provinces.

The terms of the offering of the Units were negotiated at arm’s length between the Underwriters (Dundee REIT is neither a related issuer nor a connected issuer of any of TD Securities Inc., Scotia Capital Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc. or Trilon Securities Corporation) and Dundee REIT. The Underwriters participated in the drafting of this prospectus, the negotiation of the pricing of the Debentures and the sizing of this offering and the due diligence process in respect of this offering. Neither Dundee Securities Corporation nor HSBC Securities (Canada) Inc. will receive any benefit in connection with this offering other than fees (together with the other Underwriters) as referred to in this prospectus.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Osler, Hoskin & Harcourt LLP, counsel to Dundee REIT, and Torys LLP, counsel to the Underwriters, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable under the *Income Tax Act* (Canada) (the “Tax Act”) to the acquisition, holding and disposition of Debentures by a holder who acquires such Debentures pursuant to this offering. This summary is applicable to a holder who, for purposes of the Tax Act, is resident in Canada, deals at arm’s length with Dundee REIT and holds Debentures and any Units acquired under the terms of the Debentures (collectively, the “Securities”) as capital property (a “Holder”). Generally, the Securities will be considered to be capital property to a Holder provided the Holder does not hold the Securities in the course of carrying on a business and has not acquired them in one or more transactions considered to be an adventure in the nature of trade. Certain Holders who might not otherwise be considered to hold their Securities as capital property may, in certain circumstances, be entitled to have them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Holders should consult their own tax advisors regarding their particular circumstances.

This summary is not applicable to (a) a Holder that is a “financial institution”, as defined in the Tax Act for purposes of the mark-to-market rules, (b) a Holder that is a “specified financial institution”, as defined in the Tax Act or (c) a Holder an interest in which would be a “tax shelter investment” as defined in the Tax Act. Such Holders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of Securities acquired pursuant to this offering.

This summary assumes that Dundee REIT qualifies as a “mutual fund trust” as defined in the Tax Act and will continue to qualify as a mutual fund trust at all relevant times. This summary also assumes that Dundee REIT is not established or maintained primarily for the benefit of non-residents. If Dundee REIT were not to qualify as a mutual fund trust at any particular time, the Canadian federal income tax considerations described below would, in some respects, be materially different.

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the “Regulations”) and counsel’s understanding of the current administrative and assessing practices of the Canada Revenue Agency (“CRA”) published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act and the Regulations announced by or on behalf of the Minister of Finance prior to the date hereof (the “Tax Proposals”). This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action, and does not 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 proposed, but no assurances can be given that this will be the case. There can be no assurances that the CRA will not change its administrative and assessing practices.

This summary is not exhaustive of all possible Canadian federal tax considerations applicable to an investment in Securities. Moreover, the income and other tax consequences of acquiring, holding or disposing

of Securities will vary depending on the holder's particular circumstances. Accordingly, this summary is of a general nature only and is not intended to be legal or tax advice to any prospective purchaser of Securities. Consequently, a prospective Holder should consult the Holder's own tax advisor for advice with respect to the tax consequences of an investment in Securities based on the prospective Holder's particular circumstances.

Taxation of Holders of Securities

Debentures

Interest on Debentures

A Holder of Debentures that is a corporation, partnership, unit trust or any trust of which a corporation or a partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the Debentures that accrues (or is deemed to accrue) to it to the end of the particular taxation year (or until the disposition in the year of the Debentures) or that has become receivable by or is received by the Holder before the end of that taxation year, including on a conversion, redemption or repayment on maturity, except to the extent that such interest was included in computing the Holder's income for a preceding taxation year and excluding any interest that accrued prior to the time of the acquisition of the Debenture by the Holder.

Any other Holder will be required to include in computing income for a taxation year all interest on the Debentures that is received or receivable by the holder in that taxation year (depending upon the method regularly followed by the Holder in computing income), including on a conversion, redemption or repayment on maturity, except to the extent that the interest was included in the Holder's income for a preceding taxation year and excluding any interest that accrued prior to the time of the acquisition of the Debenture by the Holder. In addition, if at any time a Debenture should become an "investment contract", as defined in the Tax Act, in relation to a Holder, such Holder will be required to include in computing income for a taxation year any interest that accrues to the Holder on the Debenture up to any "anniversary day", as defined in the Tax Act, in that year to the extent such interest was not otherwise included in the Holder's income for that year or a preceding year.

The fair market value of any premium paid by Dundee REIT to a Holder on a Put Date, whether paid in cash or in Units, will generally be deemed to be interest received at that time by the Holder if such premium is paid by Dundee REIT because of the repayment by it of the Debentures before their maturity and to the extent that such premium can reasonably be considered to relate to, and does not exceed the value on the Put Date, of the interest that would have been paid or payable by Dundee REIT on the Debentures for taxation years of Dundee REIT ending after the Put Date.

A Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of 6²/₃% on investment income, including amounts in respect of interest.

Exercise of Conversion Privilege

A Holder of a Debenture who converts the Debenture into Units pursuant to the conversion privilege will be considered to have disposed of the Debenture for proceeds of disposition equal to the aggregate of the fair market value of the Units so acquired at the time of the exchange and the amount of any cash received in lieu of fractional units. The Holder will realize a capital gain or capital loss computed as described below under "— Dispositions of Debentures". The cost to the Holder of the Units so acquired will also be equal to their fair market value at the time of acquisition, and must be averaged with the adjusted cost base of all other Units held as capital property by the Holder for the purposes of calculating the adjusted cost base of such Units.

Redemption or Repayment of Debentures

If Dundee REIT redeems a Debenture prior to maturity or repays a Debenture upon maturity and the Holder does not exercise the conversion privilege prior to such redemption or repayment, the Holder will be considered to have disposed of the Debenture for proceeds of disposition equal to the amount received by the Holder (other than the amount received on account of interest) on such redemption or repayment. If the Holder receives Units on redemption or repayment, the Holder will be considered to have proceeds of disposition equal to the aggregate of the fair market value of the Units so received and the amount of any cash received in lieu of fractional units. The Holder may realize a capital gain or capital loss computed as described below under "— Dispositions of Debentures". The cost to the Holder of the Units so received will also be equal to their fair market value at the

time of acquisition, and must be averaged with the adjusted cost base of all other Units held as capital property by the Holder for the purpose of calculating the adjusted cost base of such Units.

Dispositions of Debentures

A disposition or deemed disposition by a Holder of a Debenture will generally result in the Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition (adjusted as described below) are greater (or less) than the aggregate of the Holder's adjusted cost base thereof and any reasonable costs of disposition. Any such capital gain or capital loss will be treated, for tax purposes, in the same manner as capital gains and capital losses arising from a disposition of Units which treatment is discussed below under "— Units".

Upon such a disposition or deemed disposition of a Debenture, interest accrued thereon to the date of disposition and not yet due will be included in computing the Holder's income, except to the extent such amount was otherwise included in the Holder's income, and will be excluded in computing the Holder's proceeds of disposition of the Debenture.

A capital gain realized by a Holder who is an individual may give rise to a liability for alternative minimum tax. A Canadian-controlled private corporation that disposes of Debentures may be liable to pay an additional refundable tax of 6²/₃% on investment income, including taxable capital gains.

Units

Distributions

A Holder of Units is generally required to include in computing income for a particular taxation year the portion of the net income for tax purposes of Dundee REIT for that year, including net realized taxable capital gains, that is paid or payable or deemed to be paid or payable to the Holder in that year, whether that amount is received in cash, additional Units or otherwise. No amount is required to be included in income in respect of the further bonus distribution reinvested in Units under the DRIP plan.

The non-taxable portion of any net realized capital gains of Dundee REIT that is paid or payable or deemed to be paid or payable to a Holder in a taxation year will not be included in computing the Holder's income for the year. Any other amount in excess of the net income of Dundee REIT that is paid or payable or deemed to be paid or payable to a Holder in a year (including the further bonus distribution reinvested in Units under the DRIP plan) will not generally be included in the Holder's income for the year. However, where such an amount is paid or payable to a Holder, other than as proceeds of disposition or deemed disposition of Units or any part thereof, the adjusted cost base of the Units held by the Holder will be reduced by such amount (except to the extent that it represents the Holder's share of the non-taxable portion of the net realized capital gains of Dundee REIT for the year, the taxable portion of which was designated by Dundee REIT in respect of the Holder). Where reductions to a Holder's adjusted cost base of Units for the year will result in the adjusted cost base becoming a negative amount, such amount will be treated as a capital gain realized by the Holder in the year and the Holder's adjusted cost base of the Units at the beginning of the next year will then be nil.

Provided that appropriate designations are made by Dundee REIT, such portions of its 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 to a Holder will effectively retain their character and be treated as such in the hands of the Holder for the purposes of the Tax Act, and Holders may be entitled to claim a foreign tax credit for foreign taxes paid by Dundee REIT. To the extent that amounts are designated as having been paid to Holders out of the net taxable capital gains of Dundee REIT, such designated amounts will be deemed for tax purposes to be received by 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 unitholders out of taxable dividends received or deemed to be received on shares of taxable Canadian corporations, the normal gross-up and dividend tax credit provisions will be applicable in respect of Holders who are individuals, the refundable tax under Part IV of the Tax Act will be payable by Holders that are private corporations and certain other corporations controlled directly or indirectly by or for the benefit of an individual or related group of individuals, the deduction in computing taxable income will be available to Holders that are corporations, and an additional refundable 6²/₃% tax will be payable by Holders that are Canadian-controlled private corporations in certain circumstances.

Dispositions of Units

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

For the purpose of determining the adjusted cost base to a Holder of Units, when a Unit is acquired, the cost of the newly-acquired Unit will be averaged with the adjusted cost base of all of the Units owned by the unitholder as capital property immediately before that acquisition. The adjusted cost base of a Unit to a Holder will include all amounts paid by the Holder for the Unit, with certain adjustments. The cost to a unitholder of Units received in lieu of a cash distribution of income of Dundee REIT will be equal to the amount of such distribution that is satisfied by the issuance of such Units. The cost of Units acquired on the reinvestment of distributions under the DRIP plan 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 unitholder's Units as a result of the receipt of the further bonus distribution reinvested in Units under the DRIP plan; however, the adjusted cost base per Unit will be reduced.

Where the redemption price for Units is paid by the transfer by Dundee REIT of notes ("Operating Trust Notes") issued by one of our operating trust subsidiaries ("Operating Trusts") to the redeeming Holder, the proceeds of disposition to the Holder of the Units will be equal to the fair market value of the property so transferred less the portion of any income or capital gain realized by Dundee REIT in connection with the redemption of those Units that has been designated by Dundee REIT as payable to the redeeming Holder as described above. Where Dundee REIT has designated such capital gain or income as payable to a redeeming Holder, the unitholder will be required to include in income such income and the taxable portion of the capital gain so designated. The adjusted cost base of the Operating Trust Notes transferred by Dundee REIT to a unitholder upon an *in specie* redemption of Units to that Holder will generally be equal to the fair market value of such notes at the time of transfer less any accrued but unpaid interest on such notes at that time. The Holder will thereafter be required to include in income interest on any such notes in accordance with the provisions of the Tax Act. To the extent that the Holder is thereafter required to include in income any interest accrued to the date of the acquisition of such notes by the Holder, an offsetting deduction will be available.

Capital Gains and Capital Losses

One-half of any capital gain realized by a Holder and the amount of any net taxable capital gains designated by Dundee REIT in respect of a Holder will be included in the Holder's income as a taxable capital gain. One-half of any capital loss realized by a Holder on a disposition or deemed disposition of Units may generally be deducted only from taxable capital gains of the Holder in accordance with the provisions of the Tax Act.

Where a Holder that is a corporation or trust (other than a mutual fund trust) disposes of a Unit, the Holder's capital loss from the disposition will generally be reduced by the amount of any dividends received by Dundee REIT previously designated by Dundee REIT to the Holder, except to the extent that a loss on a previous disposition of a Unit has been reduced by those dividends. Analogous rules apply where a corporation or trust (other than a mutual fund trust) is a member of a partnership that disposes of Units.

Alternative Minimum Tax

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

Status of Dundee REIT

Qualified Investment

Provided Dundee REIT is, on Closing, a mutual fund trust or a registered investment within the meaning of the Tax Act, Units will be, at that time, qualified investments for Plans and RESPs (as defined below), subject to the specific provisions of any particular plan. If Dundee REIT ceases to qualify as a mutual fund trust and as a

registered investment under the Tax Act, the Units will not be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds and deferred profit sharing plans, each as defined under the Tax Act (“Plans”) and trusts governed by registered education savings plans under the Tax Act (“RESPs”). Operating Trust Notes received as a result of a redemption *in specie* of Units may not be qualified investments for Plans and RESPs, and this could give rise to adverse consequences to such plan or the annuitant or beneficiary under that plan. Accordingly, Plans and RESPs that own Units should consult their own tax advisors before deciding to exercise the redemption rights attached to the Units.

Foreign Property

Based in part on certificates as to factual matters given by Dundee REIT, the Operating Trusts and the general partner of Dundee Properties LP, the Units, will, if issued on Closing, not constitute “foreign property”, at that time, for Plans, registered pension plans or other persons subject to tax under Part XI of the Tax Act, provided that Dundee REIT is a mutual fund trust under the Tax Act at that time and at all relevant times restricts its investment in foreign property or is a registered investment under the Tax Act on that date. RESPs are not subject to foreign property tax.

Taxation of Dundee REIT

The taxation year of Dundee REIT is the calendar year. In each taxation year, Dundee REIT will be subject to tax under Part I of the Tax Act on its income for the year, including net realized taxable capital gains computed in accordance with the detailed provisions of the Tax Act, less the portion thereof that it deducts in respect of the amounts paid or payable or deemed to be paid or payable in the year to unitholders. An amount will be considered to be payable to a unitholder in a taxation year if it is paid to the unitholder in the year by Dundee REIT or if the unitholder is entitled in that year to enforce payment of the amount. The income for purposes of the Tax Act of Dundee REIT for each taxation year will include such amount of Dundee REIT’s income for tax purposes, including net taxable capital gains, as is paid or becomes payable or deemed to be paid or payable to Dundee REIT in the year in respect of the units of the Operating Trusts (“Operating Trust Units”) and all interest that accrues to the end of the year or becomes receivable or is received by Dundee REIT on the Operating Trust Notes before the end of the year, except to the extent that interest was included in computing its income in a preceding taxation year. Dundee REIT will not be subject to tax on any payments of principal on the Operating Trust Notes. Dundee REIT will, generally, also not be subject to tax on any amounts received as distributions on the Operating Trust Units that are in excess of the income of each Operating Trust that is paid or payable or deemed to be paid or payable by such trust to Dundee REIT in a year, which amounts will generally reduce the adjusted cost base of the Operating Trust Units immediately prior to the receipt of such amounts. Where the adjusted cost base of the Operating Trust Units would otherwise be a negative amount, Dundee REIT will be deemed to realize a capital gain in such amount in that year, and its adjusted cost base of the Operating Trusts Units at the beginning of the next taxation year will then be nil.

In computing its income for purposes of the Tax Act, Dundee REIT may deduct reasonable administrative costs and other expenses incurred by it for the purpose of earning income. Dundee REIT may also deduct from its income for the year a portion of the reasonable expenses incurred by Dundee REIT to issue Debentures or Units. The portion of such issue expenses deductible by Dundee REIT in a taxation year is 20% of such issue expenses, pro-rated where Dundee REIT’s taxation year is less than 365 days.

An *in specie* redemption of the Operating Trust Notes and Operating Trust Units and the transfer by Dundee REIT of Operating Trust Notes to redeeming Holders will each be treated as a disposition by Dundee REIT of such Operating Trust Notes and Operating Trust Units for proceeds of disposition equal to the fair market value thereof. Dundee REIT’s proceeds from the disposition of Operating Trust Notes will generally be reduced by any accrued but unpaid interest in respect thereof, which interest will be included in Dundee REIT’s income in the year of disposition to the extent it was not included in Dundee REIT’s income in a previous year. Dundee REIT 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 Operating Trust Notes and Operating Trust Units, as the case may be, and any reasonable costs of disposition.

Under the Declaration of Trust, all of the income of Dundee REIT for each year other than taxable capital gains (determined without reference to paragraph 82(1)(b) and subsection 104(6) of the Tax Act), together with the taxable and non-taxable portion of any net capital gains realized by Dundee REIT (computed in accordance with

the detailed provisions of the Tax Act) in the year (excluding any capital gains or income which may be realized by Dundee REIT upon a transfer *in specie* of Dundee REIT's assets to redeeming unitholders in connection with a redemption of Units and designated by Dundee REIT as income or capital gains paid or payable to the redeeming unitholders) will be payable in the year to the unitholders by way of cash distributions, subject to the exceptions described below. Counsel has been advised that Dundee REIT intends to make distributions in each year to unitholders in an amount sufficient to ensure that Dundee REIT 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 REIT).

Income of Dundee REIT which is applied to fund redemptions of Units for cash or is otherwise unavailable for cash distributions will be distributed to holders of Units in the form of additional Units. Income of Dundee REIT payable to unitholders, whether in cash, additional Units, REIT Units, Series B or otherwise, will generally be deductible by Dundee REIT in computing its taxable income.

Losses incurred by Dundee REIT cannot be allocated to unitholders, but can be deducted by Dundee REIT in future years in computing its taxable income, in accordance with the Tax Act. In the event Dundee REIT would otherwise be liable for tax on its net realized taxable capital gains 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 REIT during the year (the "capital gains refund"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset Dundee REIT's tax liability for the taxation year arising in connection with the transfer of property *in specie* to redeeming Holders on the redemption of Units and the related *in specie* redemption by Dundee REIT of the Operating Trust Notes and Operating Trust Units. The Declaration of Trust provides that all or a portion of any capital gain or income realized by Dundee REIT 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 unitholder. Such income or the taxable portion of any capital gain so designated must be included in the income of the redeeming unitholders (as income or taxable capital gains) and will be deductible by Dundee REIT in computing its income.

During the period in which Dundee REIT is a registered investment, Dundee REIT may be subject to a special tax under Part XI of the Tax Act if it acquires or holds foreign property in excess of the limits provided in the Tax Act or enters into certain agreements to acquire shares of a corporation at a price that may differ from the fair market value of the shares at the time of acquisition. Dundee REIT is required under the Declaration of Trust to restrict its investments so that it will not become liable for such tax.

The Tax Act provides for a special tax under Part XII.2 on the designated income of certain trusts that have designated beneficiaries (including non-resident persons, certain tax-exempt persons and certain trusts and partnerships). The payment of this special tax by Dundee REIT or the Operating Trusts may have adverse tax consequences for certain unitholders, including non-resident persons. This special tax does not apply to a trust for a taxation year if it is a mutual fund trust throughout the year or if the sole beneficiary of the trust throughout the year is a mutual fund trust. Provided Dundee REIT qualifies as a mutual fund trust throughout a taxation year, this special tax will not apply to Dundee REIT or (assuming Dundee REIT is at all times its sole holder) each of the Operating Trusts for the year.

Taxation of the Operating Trusts

The taxation year of each Operating Trust is the calendar year. Each Operating Trust will be taxable on its income determined under the Tax Act for each year, which will include its allocated share of the taxable income of Dundee Properties LP for the fiscal period of Dundee Properties LP ending on or before the year end of the Operating Trust, except to the extent such income is paid or payable or deemed to be paid or payable in such year to Dundee REIT, the sole unitholder of each Operating Trust, and is deducted by the Operating Trust in computing its income for tax purposes. Each Operating Trust will generally be entitled to deduct its expenses incurred to earn income from a business or property provided such expenses are reasonable and otherwise deductible under the relevant provisions of the Tax Act. Under the declarations of trust governing the Operating Trusts, all of the income of each Operating Trust for each year other than taxable capital gains (determined without reference to paragraph 82(1)(b) and subsection 104(6) of the Tax Act), together with the taxable and non-taxable portion of any capital gains realized by the Operating Trust in the year, will generally be payable in the year to Dundee REIT, the sole unitholder of each Operating Trust. Counsel has been advised that each Operating Trust generally intends to

make distributions in each year to Dundee REIT, its sole unitholder, in an amount sufficient to ensure that the Operating Trust will not be liable for tax under Part I of Tax Act in any year.

Taxation of Dundee Properties LP

Dundee Properties LP is not subject to tax under the Tax Act. Generally, each partner of Dundee Properties LP, including each Operating Trust, is required to include in computing the partner's income the partner's share of the income or loss of Dundee Properties LP for its fiscal year ending in, or coincidentally with, the partner's taxation year end, whether or not any such income is distributed to the partner in the taxation year. For this purpose, the income or loss of Dundee Properties LP will be computed for each fiscal year as if Dundee Properties LP were a separate person resident in Canada and will include its share of the income or loss of Dundee Management Limited Partnership and other partnerships in which it holds any interest and any capital gain or loss that may arise on the disposition or deemed disposition of its interests in such partnership. In computing the income or loss of Dundee Properties LP, deductions may generally be claimed in respect of its administrative and other expenses incurred for the purpose of earning income from business or property to the extent they are not capital in nature and do not exceed a reasonable amount and available capital cost allowances. The income or loss of Dundee Properties LP for a fiscal year will be allocated to the partners of Dundee Properties LP, including the Operating Trusts, on the basis of their respective share of such income or loss as provided in the limited partnership agreement of Dundee Properties LP, subject to the detailed rules in the Tax Act. Generally, distributions to partners in excess of the income of the Dundee Properties LP for a fiscal year will result in a reduction of the adjusted cost base of the partner's units in Dundee Properties LP by the amount of such excess. If, as a result, the Operating Trust's adjusted cost base at the end of a taxation year of its units in Dundee Properties LP would otherwise be a negative amount, the Operating Trust will be deemed to realize a capital gain in such amount for that year, and the Operating Trust's adjusted cost base at the beginning of the next taxation year of its units in the Dundee Properties LP will then be nil. If Dundee Properties LP were to incur losses for tax purposes, the Operating Trust's ability to deduct such losses may be limited by certain rules under the Tax Act.

These rules apply to the taxation of Dundee Properties LP as a partner of any of the partnerships in which it holds any interest.

New Rules Regarding Restricted Investment Entities

On March 23, 2004, the Minister of Finance (Canada) tabled in the House of Commons a Notice of Ways and Means Motion (the "Notice"). The Notice includes a proposal to amend the Tax Act to subject a "designated taxpayer" to a special tax where, at the end of a month that ends after 2004, the designated taxpayer holds "restricted investment property" and, in general terms, the cost amount to the designated taxpayer of all such property exceeds 1% of the cost amount to it of all of its properties. For this purpose, restricted investment property includes units and debt of a business income trust and interests in and debt of certain entities which hold units or debt of business income trusts. The Notice also includes a proposal to amend the Tax Act to subject a designated taxpayer to a special tax where, in general terms, the designated taxpayer and entities with which it does not deal at arm's length hold more than 5% of the units of a class of a business income trust.

For the purposes of these special taxes, a designated taxpayer generally means a trust governed by a registered pension plan, a pension corporation and various tax-exempt pension investment corporations, and a business income trust means a unit trust (other than an exempt trust) any unit of which is listed on a prescribed stock exchange where 50% or more of the fair market value of the trust's property is attributable to debt issued by an entity in respect of which the trust has a significant interest. Dundee REIT would be considered a business income trust unless it is an exempt trust. Whether Dundee REIT will qualify as an exempt trust at a particular time will depend, among other things, on the nature of and relative values of Dundee REIT's properties at that time. Dundee REIT has advised counsel that it has not determined whether it qualifies as an exempt trust. Prospective purchasers who are designated taxpayers, or prospective purchasers an interest in (or debt of) which may constitute a restricted investment property, should therefore consult their own tax advisors regarding the potential application of the proposed amendments as a result of an acquisition of Units.

On May 18, 2004, the Minister of Finance announced that the implementation of these proposed amendments is suspended pending further consultation with interested parties, following which further legislative proposals will be announced.

ELIGIBILITY FOR INVESTMENT

In the opinion of Osler, Hoskin & Harcourt LLP, counsel to Dundee REIT, and Torays LLP, counsel to the Underwriters, provided that Dundee REIT qualifies as a mutual fund trust for the purposes of the Tax Act and (respecting the qualification of the Debentures) the Units are listed on a prescribed stock exchange in Canada on the date of closing, the Debentures, as at that date, will be qualified investments under the Tax Act and the Regulations for Plans, and RESPs. Based on representations of Dundee REIT and provided that Dundee REIT qualifies as a mutual fund trust and a registered investment both within the meaning of the Tax Act on the date of closing, in the opinion of such counsel, the Debentures will not, at the date of closing, constitute foreign property for Plans, registered pension plans or other persons subject to tax under Part XI of the Tax Act. See “Certain Canadian Federal Income Tax Considerations”.

RISK FACTORS

An investment in our Debentures is subject to a number of risks, including those set forth below and those set forth on pages 72 to 78 of our initial annual information form dated April 12, 2004 and our management’s discussion and analysis for the six months ended December 31, 2003.

There is currently no trading market for the Debentures.

There is currently no trading market for the Debentures. No assurance can be given that an active or liquid trading market for the Debentures will develop or be sustained. If an active or liquid market for the Debentures fails to develop or be sustained, the prices at which the Debentures trade may be adversely affected. Whether or not the Debentures will trade at lower prices depends on many factors, including liquidity of the Debentures, prevailing interest rates and the markets for similar securities, the market price of the Units, general economic conditions and Dundee REIT’s financial condition, historic financial performance and future prospects.

The Debentures are unsecured, subordinated obligations of Dundee REIT and the likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures will depend on our financial condition and creditworthiness. The indenture governing the Debentures contains limited covenant protection.

The likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures will depend on our financial condition and creditworthiness. In addition, the Debentures are unsecured obligations of Dundee REIT and are subordinate in right of payment to all Dundee REIT’s existing and future Senior Indebtedness (as defined under “Details of the Offering — Subordination”). Therefore, if Dundee REIT becomes bankrupt, liquidates its assets, reorganizes or enters into certain other transactions, Dundee REIT’s assets will be available to pay its obligations with respect to the Debentures only after it has paid all of its senior and secured indebtedness in full. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding. The Debentures are also effectively subordinate to claims of creditors of Dundee REIT’s subsidiaries except to the extent Dundee REIT is a creditor of such subsidiaries ranking at least *pari passu* with such other creditors. The Indenture does not prohibit or limit the ability of Dundee REIT or its subsidiaries to incur additional debt or liabilities (including Senior Indebtedness and secured indebtedness) or to make distributions, except, in respect of distributions, where an Event of Default has occurred and such default has not been cured or waived. The Indenture does not contain any provision specifically intended to protect holders of Debentures in the event of a future leveraged transaction involving Dundee REIT.

The effect of certain transactions on the Debentures could substantially lessen or eliminate the value of the conversion privilege.

In the case of certain transactions involving Dundee REIT that could occur in the future, the Debentures will become convertible into the securities, cash or property receivable by a holder of Units in the kind and amount of securities, cash or property into which the Debentures were convertible immediately prior to the transaction. This change could substantially lessen or eliminate the value of the conversion privilege associated with the Debentures in the future. For example, if Dundee REIT were acquired in a cash merger, the Debentures would become convertible solely into cash and would no longer be convertible into securities whose value would vary depending on Dundee REIT’s future prospects and other factors. See “Details of the Offering — Conversion Privilege”.

Recent Canadian tax developments may affect an investment in the Debentures.

On March 23, 2004, the Minister of Finance tabled in the House of Commons a Notice of Ways and Means Motion (the "Notice"). The Notice included a proposal to amend the Tax Act to subject certain taxpayers, being generally trusts governed by a registered pension plan, pension corporations and various tax-exempt pension investment corporations ("designated taxpayers") to a special tax where, at the end of a month that ends after 2004, the cost amount to the designated taxpayer of "restricted investment property", which includes direct or indirect interests in debt or units of a business income trust, exceeds 1% of the cost amount to it of all of its properties. Dundee REIT has not determined whether the Debentures would constitute "restricted investment property" for these purposes. The Notice also included a proposal to amend the Tax Act to subject a designated taxpayer to a special tax where, in general terms, at the end of a month that ends after 2004, the designated taxpayer and entities with which it does not deal at arm's length hold more than 5% of the units of a class of a business income trust. In both cases, the new restrictions would be subject to a grace period for existing investments. On May 18, 2004, the Minister of Finance announced that the implementation of these proposed amendments is suspended pending further consultation with interested parties, following which further legislative proposals will be announced. It cannot yet be determined whether such further legislative proposals will have an effect on Dundee REIT or on the status of Units and Debentures.

PROMOTER

Dundee Realty took the initiative in our founding and organization and may therefore be considered our promoter for the purposes of applicable securities legislation. We acquired our initial portfolio of properties and a joint interest in the property management business of Dundee Realty from Dundee Realty and a wholly-owned subsidiary of Dundee Realty on June 30, 2003. Those properties and the property management business had formerly been held in the commercial real estate division of Dundee Realty. Dundee Realty had acquired those properties through a series of acquisitions from 1996 to 2002.

As at May 21, 2004, Dundee Realty and Dundee Consolidated Properties ("DCP"), an affiliate of Dundee Realty, together held 7,501,221 LP Class B Units, Series 1 of Dundee Properties LP, our principal operating subsidiary, and the same number of Special Trust Units of Dundee REIT that were issued on a one-for-one basis with the LP Class B Units, Series 1. 6,909,245 LP Class B Units, Series 1 of Dundee Properties LP and the same number of Special Trust Units were issued to Dundee Realty and DCP in connection with the reorganization of Dundee Realty and our acquisition of our initial portfolio of properties; 591,976 LP Class B Units, Series 1 of Dundee Properties LP and the same number of Special Trust Units have been issued to Dundee Realty and DCP pursuant to the reinvestment of distributions under the limited partnership agreement governing Dundee Properties LP. The Special Trust Units held by Dundee Realty and DCP constitute 100% of the outstanding Special Trust Units of Dundee REIT. The Special Trust Units entitle the holders thereof to one vote for each Special Trust Unit held at all meetings of unitholders of Dundee REIT. As at May 21, 2004, the LP Class B Units, Series 1 of Dundee Properties LP and the Special Trust Units held by Dundee Realty and DCP effectively represented an equity and voting interest in Dundee REIT of approximately 31%.

LEGAL MATTERS

Certain legal matters in connection with the securities offered hereby will be passed upon by Osler, Hoskin & Harcourt LLP on our behalf and by Torys LLP on behalf of the Underwriters.

The partners and associates of Osler, Hoskin and Harcourt LLP, as a group, and Torys LLP, as a group each beneficially own, directly and indirectly, less than 1% of the outstanding securities of Dundee REIT and its affiliates and associates.

AUDITORS, REGISTRAR AND TRANSFER AGENT

Our auditors are PricewaterhouseCoopers LLP, chartered accountants, at its offices in Toronto, Ontario.

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

AUDITORS' CONSENT

We have read the preliminary short form prospectus of Dundee Real Estate Investment Trust ("Dundee REIT") dated May 21, 2004 relating to the issue and sale of 6.5% Convertible Unsecured Subordinated Debentures of Dundee REIT due June 30, 2014. We have complied with Canadian generally accepted standards for an auditors' involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned preliminary short form prospectus of our report to the Trustees of Dundee REIT on the consolidated balance sheets of Dundee REIT as at December 31, 2003 and June 30, 2003 and the consolidated statements of net income, unitholders' equity and cash flows for the six months ended December 31, 2003. Our report is dated February 19, 2004.

In addition, we consent to the incorporation by reference in the above-mentioned preliminary short form prospectus of our report to the Directors of Dundee Realty Corporation on the combined balance sheets of the Commercial Real Estate Division of Dundee Realty Corporation as at June 30, 2003 and December 31, 2002 and the combined statements of net income, divisional equity and cash flows for the six months ended June 30, 2003 and the year ended December 31, 2002. Our report is dated September 3, 2003.

(Signed) PRICEWATERHOUSECOOPERS LLP
Chartered Accounts

Toronto, Ontario
May 21, 2004

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment thereto. In several of the provinces, securities legislation further provides the purchaser with remedies for rescission or, in some jurisdictions, damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that such remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. A purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

Dundee Real Estate Investment Trust

Unaudited Pro Forma Condensed Consolidated Statement of Net Income
For the Year Ended December 31, 2003

DUNDEE REAL ESTATE INVESTMENT TRUST
PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF NET INCOME
COMPILATION REPORT ON PRO FORMA FINANCIAL STATEMENT

To the Trustees of Dundee Real Estate Investment Trust

We have read the accompanying unaudited pro forma condensed consolidated statement of net income for Dundee Real Estate Investment Trust (“Dundee REIT”) for the year ended December 31, 2003 (the “pro forma financial statement”), and have performed the following procedures.

1. Compared the figures in the column captioned “Dundee REIT” to the audited financial statements of Dundee REIT for the six months ended December 31, 2003, and found them to be in agreement.
2. Compared the figures in the column captioned “Commercial Real Estate Division of DRC” to the audited financial statements of the Commercial Real Estate Division of Dundee Realty Corporation (the “Division”) for the six months ended June 30, 2003, and found them to be in agreement.
3. Made enquiries of certain officials of Dundee REIT who have responsibility for financial and accounting matters about:
 - (a) the basis for determination of the pro forma adjustments; and
 - (b) whether the pro forma financial statement complies as to form in all material respects with the Securities Act (Ontario) and the Regulations and Rules thereunder.

The officials:

- (a) described to us the basis for determination of the pro forma adjustments; and
 - (b) stated that the pro forma financial statement complies as to form in all material respects with the Securities Act (Ontario) and the Regulations and Rules thereunder.
4. Read the notes to the pro forma financial statement, and found them to be consistent with the basis described to us for determination of the pro forma adjustments.
 5. Recalculated the application of the pro forma adjustments to the aggregate of the amounts in the column captioned “Dundee REIT” for the six months ended December 31, 2003 and the column captioned “Commercial Real Estate Division of DRC” for the six months ended June 30, 2003 and found the amounts in the column captioned “Pro Forma Dundee REIT Total” to be arithmetically correct.

A pro forma financial statement is based on management assumptions and adjustments which are inherently subjective. The foregoing procedures are substantially less than either an audit or a review, the objective of which is the expression of assurance with respect to management’s assumptions, the pro forma adjustments, and the application of the adjustments to the historical financial information. Accordingly, we express no such assurance. The foregoing procedures would not necessarily reveal matters of significance to the pro forma financial statement, and we therefore make no representation about the sufficiency of the procedures for the purposes of a reader of such statement.

(Signed) PRICEWATERHOUSECOOPERS LLP
Chartered Accountants

Toronto, Ontario
May 21, 2004

DUNDEE REAL ESTATE INVESTMENT TRUST

PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF NET INCOME

(Unaudited)

For the year ended December 31, 2003

	Dundee REIT	Commercial Real Estate Division of DRC	Pro Forma Adjustments (Note 3)				Pro Forma Dundee REIT Total
	Six Months Ended December 31 (Note 1)	Six Months Ended June 30 (Note 1)	(a)	(b)	(c)	(d)	
(in thousands of dollars, except unit and per unit amounts)							
RENTAL PROPERTIES							
Revenues	\$78,162	\$74,540	\$2,663	\$(1,075)	\$ —	\$ —	\$ 154,290
Operating expenses	37,376	38,493	—	(1,200)	(246)	—	74,423
NET OPERATING INCOME	<u>40,786</u>	<u>36,047</u>	<u>2,663</u>	<u>125</u>	<u>246</u>	<u>—</u>	<u>79,867</u>
OTHER EXPENSES							
Interest	18,858	18,275	—	—	19	—	37,152
Depreciation of rental properties	4,854	4,439	—	—	—	—	9,293
Amortization of deferred leasing costs	3,095	2,897	—	—	317	—	6,309
General and administrative	2,109	3,339	—	—	293	(1,752)	3,989
	<u>28,916</u>	<u>28,950</u>	<u>—</u>	<u>—</u>	<u>629</u>	<u>(1,752)</u>	<u>56,743</u>
OTHER INCOME							
Interest and fee income, net	674	656	—	—	225	—	1,555
INCOME BEFORE LOSS ON							
DISPOSAL OF LAND	12,544	7,753	2,663	125	(158)	1,752	24,679
Loss on disposal of land	(289)	—	—	—	—	—	(289)
INCOME BEFORE INCOME AND							
LARGE CORPORATIONS TAXES	<u>12,255</u>	<u>7,753</u>	<u>2,663</u>	<u>125</u>	<u>(158)</u>	<u>1,752</u>	<u>24,390</u>
INCOME TAXES							
Current income and large corporations taxes	50	1,965	—	(1,865)	—	—	150
Future income taxes	32	1,675	—	(1,720)	—	—	(13)
	<u>82</u>	<u>3,640</u>	<u>—</u>	<u>(3,585)</u>	<u>—</u>	<u>—</u>	<u>137</u>
NET INCOME	<u>\$12,173</u>	<u>\$ 4,113</u>	<u>\$2,663</u>	<u>\$ 3,710</u>	<u>\$(158)</u>	<u>\$ 1,752</u>	<u>\$ 24,253</u>
Pro forma basic and diluted net income per unit							<u>\$ 1.45</u>
Pro forma weighted average number of units outstanding							<u>16,777,396</u>

DUNDEE REAL ESTATE INVESTMENT TRUST
NOTES TO THE PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF NET INCOME
(Unaudited)

(All dollar amounts in thousands, except unit and per unit amounts)

1. Basis of pro forma condensed consolidated statement of net income presentation

Dundee Real Estate Investment Trust (“Dundee REIT”) is an open-ended investment trust created pursuant to a Declaration of Trust under the laws of the Province of Ontario (the “Declaration of Trust”).

On June, 30, 2003, Dundee Properties Limited Partnership (“DPLP”) acquired assets and liabilities from Dundee Realty Corporation (“DRC”) (the “Transfer”) comprised of:

- An 11.1 million square foot portfolio of office, industrial and retail rental properties together with their related assets and liabilities, and
- A 50% interest in a joint venture comprised of the property management operations of DRC relating to rental properties (Dundee Management Limited Partnership, or “DMLP”).

The assets and liabilities acquired in the Transfer comprise the Commercial Real Estate Division of DRC (“Division”) and have been measured under the continuity of interests accounting method at DRC’s historical carrying amounts as at June 30, 2003 because there has been no substantive change in the ultimate ownership interests in the Division.

As a result of completion of the Arrangement noted below, DPLP is an indirect subsidiary of Dundee REIT.

As consideration for the Transfer of the Division, and pursuant to completion of the Plan of Arrangement of Dundee Realty Corporation dated June 30, 2003 (the “Arrangement”), a series of transactions ultimately resulted in Dundee REIT issuing REIT Units, Series A that are now held by certain former public shareholders of DRC, and DPLP issuing LP Class B Units, Series 1 that are now held directly and indirectly by DRC. The LP Class B Units, Series 1 are generally exchangeable on a one-for-one basis for REIT Units, Series B at the option of the holder. The LP Class B Units, Series 1 generally have economic and voting rights equivalent in all material respects to REIT Units, Series A. The REIT Units, Series A and REIT Units, Series B generally have economic and voting rights equivalent in all material respects to each other.

The unaudited pro forma condensed consolidated statement of net income has been prepared reflecting the accounting policies and assumptions described below. The accounting policies are in accordance with the accounting recommendations of the Canadian Institute of Chartered Accountants (“CICA”) and are substantially in accordance with the practices recommended by the Canadian Institute of Public and Private Real Estate Companies (“CIPPREC”).

The unaudited pro forma condensed consolidated statement of net income has been prepared from information derived from the audited combined statement of net income of the Division for the six months ended June 30, 2003, and the audited statement of net income of Dundee REIT for the six months ended December 31, 2003. Dundee REIT had no operations prior to June 30, 2003.

The unaudited pro forma condensed consolidated statement of net income for the year ended December 31, 2003 gives effect to the Arrangement as if it had occurred on January 1, 2003.

The unaudited pro forma condensed consolidated statement of net income is based on available financial information and certain estimates and assumptions.

The pro forma weighted average number of units outstanding for purposes of the pro forma basic and diluted net income per share calculation has been determined using the units of Dundee REIT outstanding for the period from July 1, 2003 to December 31, 2003 and prior to July 1, 2003, the number of units outstanding has been assumed to be 16,279,437, which was the number of units outstanding at June 30, 2003.

This unaudited pro forma condensed consolidated statement of net income is not necessarily indicative of the results that would have been attained if Dundee REIT had been operated as a separate legal entity during the period presented and therefore is not necessarily indicative of future operating results. It should be read in conjunction with the combined financial statements of the Division and consolidated financial statements of Dundee REIT incorporated by reference in this prospectus.

2. Summary of significant accounting policies

This pro forma condensed consolidated statement of net income follows the same accounting policies and methods of application as the consolidated financial statements of Dundee REIT for the six months ended December 31, 2003 and the combined financial statements of the Division for the six months ended June 30, 2003.

Effective January 1, 2004, Dundee REIT adopted the straight-line method of rental revenue recognition and the straight-line method of depreciation for rental properties. As these changes in accounting policies have been applied prospectively as at January 1, 2004, no pro forma adjustments have been reflected in this pro forma condensed consolidated statement of net income.

3. Pro forma condensed consolidated statement of net income adjustments

All pro forma adjustments take into consideration activity up to and including June 30, 2003, which is the date prior to the Transfer. For the period from July 1, 2003 to December 31, 2003 no pro forma adjustments are necessary, other than amortization of items capitalized on a pro forma basis during the period from January 1, 2003 to June 30, 2003, as the impact of the Transfer and the agreements therein are already included in the actual results of Dundee REIT for that period.

- a) Pursuant to the property management agreement between DPLP, DMLP, DRC and Dundee REIT (the "Master Property Management Agreement"), DRC provides a rent supplement (the "Supplement") on account of vacancies as consideration for the engagement of DMLP by Dundee REIT. The amount of the Supplement is computed using a formula that is based on specified vacant space of certain of Dundee REIT's rental properties. The term of the Supplement is five years for office and retail space and three years for industrial space. Schedule B of the Master Property Management Agreement identifies vacant space subject to the Supplement.

For purposes of determining the unaudited pro forma net revenue from the Supplement, management applied the properties and space listed in Schedule B of the Master Property Management Agreement to the conditions that existed throughout the periods from January 1, 2003 to June 30, 2003, the date of the Transfer. As certain space subject to the Supplement was leased for some or all of the six months ended June 30, 2003, no pro forma effect was given, as appropriate, with respect to the Supplement for this occupied space.

Net revenue from the Supplement has been reflected on a pro forma basis as an increase to revenue from rental properties. The additional net revenue from the Supplement is calculated as follows:

	Proforma Year Ended December 31, 2003
	(in thousands of dollars)
Gross revenue from the Supplement	\$3,231
Imputed amortization of leasing costs	<u>(568)</u>
Net revenue from the Supplement	<u>\$2,663</u>

This pro forma Supplement is not necessarily indicative of the future Supplement that will be determined under the Master Property Management Agreement as this will be dependant on future market conditions and vacancies.

- b) All capital tax expense, and a majority of current income taxes including large corporations tax and future income tax expenses of the Division, have been eliminated to reflect the assumed distribution in the future of all taxable income of Dundee REIT to its Unitholders and that all entities other than Dundee REIT's corporate subsidiaries are not subject to capital and large corporations taxes. The current income taxes including large corporations tax and future income tax expenses that are not eliminated relate to Dundee REIT's corporate subsidiaries that remain taxable. In addition, the amount of recoveries relating to capital tax and large corporations tax that were included in rental properties revenues have

been eliminated on the assumption that it would not have been billed to Dundee REIT's tenants. As a result:

- Current income and large corporations taxes have been reduced by \$1,865 for the year ended December 31, 2003;
 - Future income taxes have been reduced by \$1,720 for the year ended December 31, 2003;
 - Rental properties revenue has been reduced by \$1,075 for the year ended December 31, 2003; and
 - Rental properties operating expense has been reduced by \$1,200 for the year ended December 31, 2003.
- c) DMLP administers the day-to-day operations and leasing of Dundee REIT's rental properties pursuant to the Master Property Management Agreement and charges management, lease administration, document processing and construction fees for such services. Dundee REIT capitalizes 50% of the lease administration, document processing and construction fees (which represent the 50% portion of DMLP not owned by Dundee REIT) and an applicable portion of 50% of the related direct costs (which represent Dundee REIT's 50% share of DMLP's costs). In addition, DMLP provides certain administrative services to be reimbursed by Dundee REIT, as well as services relating to property acquisitions, property financing or refinancing and equity financing, pursuant to the Administrative Services Agreement between DMLP, Dundee REIT, DPLP, Dundee Properties Operating Trust A and Dundee Properties Operating Trust B (the "Services Agreement"). Dundee REIT capitalizes 50% of the property acquisition, property financing or refinancing and equity financing fees (which represent the 50% portion of DMLP not owned by Dundee REIT). The initial term for both of these agreements is five years. DMLP also provides similar services to DRC and others for a fee. The pro forma adjustments presented below are not necessarily indicative of the future effect of these agreements as they will be dependant on future operating conditions.

The pro forma effects of these agreements which were entered into on the date of the Transfer are as follows:

- i) an increase in property management revenues of \$225 for the year ended December 31, 2003 representing additional fees in respect of the Services Agreement;
- ii) a reduction of \$444 in rental properties operating expenses for the year ended December 31, 2003 reflecting the effect of capitalizing \$340 of costs for the year ended December 31, 2003 and a decrease in management fees of \$104 for the year ended December 31, 2003 as a result of lower rates, on a pro forma basis. The costs being capitalized on a pro forma basis consist of the following:
 - Lease administration costs of \$247 for the year ended December 31, 2003;
 - Document processing costs of \$111 for the year ended December 31, 2003 in respect of new leases, renewals and amendments; and
 - An \$18 reduction in construction costs for the year ended December 31, 2003 for approved construction and capital expenditures in respect of which DMLP performs the function of construction or project manager.
- iii) a \$198 increase in rental properties operating expenses for the year ended December 31, 2003 due to a reclassification of property financing or refinancing and property acquisition costs from general and administration expenses;
- iv) The combined effect of entries ii) and iii) above is a net reduction in rental properties operating expenses of \$246 for the year ended December 31, 2003;
- v) a \$19 increase in interest expense for the year ended December 31, 2003 arising from amortization of pro forma property financing or refinancing fees capitalized over the term of the related debt;
- vi) a \$317 increase in amortization of deferred leasing costs for the year ended December 31, 2003 arising from pro forma costs and fees capitalized including depreciation and amortization of pro forma capitalized lease administration and document processing fees and costs amortized over the life of the lease, pro forma capitalized construction fees and costs over the life of the related asset,

and pro forma capitalized property acquisition fees depreciated over the life of the related asset;
and

- vii) a \$293 increase in general and administrative expenses for the year ended December 31, 2003 representing reimbursable direct costs pursuant to the Services Agreement, based on a pro forma basis on DRC's historical costs.
- d) The Division's general and administrative expenses for the six months ended June 30, 2003 of \$3,339 represent an allocation of the total general and administrative expenses of DRC using the net book value of the assets of the Division relative to DRC. This allocation did not represent the direct costs of DRC that would have been incurred by Dundee REIT and now covered under the Services Agreement. Accordingly, these allocated costs have been reduced by \$1,752 for the year ended December 31, 2003, resulting in \$1,587 of general and administrative costs for the year ended December 31, 2003, on a pro forma basis, not covered under the Services Agreement that would have been incurred directly by Dundee REIT. These pro forma costs are not necessarily indicative of the future costs that will be incurred, as they will be dependant on future operating conditions.

CERTIFICATE OF DUNDEE REIT AND THE PROMOTER

Dated: May 21, 2004

This short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each of the provinces of Canada. For the purpose of the Province of Québec, this simplified prospectus, as supplemented by the permanent information record, contains no misrepresentation that is likely to affect the value or the market price of the securities to be distributed.

DUNDEE REAL ESTATE INVESTMENT TRUST

(Signed) MICHAEL J. COOPER
President and Chief Executive Officer

(Signed) JEFF B. BARNES
Executive Vice-President and Chief Financial Officer

On Behalf of the Board of Trustees

(Signed) DUNCAN JACKMAN
Trustee

(Signed) ROBERT G. GOODALL
Trustee

DUNDEE REALTY CORPORATION
(as Promoter)

(Signed) MICHAEL J. COOPER
President and Chief Executive Officer

(Signed) JEFF B. BARNES
Executive Vice-President and Chief Financial Officer

CERTIFICATE OF UNDERWRITERS

Dated: May 21, 2004

To the best of our knowledge, information and belief, this short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each of the provinces of Canada. For the purpose of the Province of Québec, to our knowledge, this simplified prospectus, as supplemented by the permanent information record, contains no misrepresentation that is likely to affect the value or the market price of the securities to be distributed.

TD SECURITIES INC.

SCOTIA CAPITAL INC.

By: (Signed) ANDREW G. PHILLIPS

By: (Signed) STEPHEN SENDER

CIBC WORLD MARKETS INC.

DUNDEE SECURITIES CORPORATION

By: (Signed) MARK G. JOHNSON

By: (Signed) DAVID G. ANDERSON

BMO NESBITT BURNS INC.

NATIONAL BANK FINANCIAL INC.

By: (Signed) JAMES P. BOWLAND

By: (Signed) CRAIG J. SHANNON

TRILON SECURITIES CORPORATION

By: (Signed) TREVOR D. KERR

HSBC SECURITIES (CANADA) INC.

By: (Signed) ROD A. McISAAC

