

Brookfield
Office Properties Canada

Dividend Reinvestment Plan

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BROOKFIELD OFFICE PROPERTIES CANADA
DISTRIBUTION REINVESTMENT PLAN

SUMMARY

The following describes the Distribution Reinvestment Plan of Brookfield Office Properties Canada which became effective on May 3, 2010. For further details, please read the full text of the Plan as well as the questions and answers that follow. Unitholders should consult their tax advisers about the tax consequences which will result from their participation in the Plan.

The Distribution Reinvestment Plan is a convenient and cost-effective way to increase your investment in Brookfield Office Properties Canada.

You have the option of either receiving cash distributions or automatically reinvesting all or a portion of your cash distributions in our trust units.

The Plan helps you increase your investment in our trust units by offering you **convenience**:

- Distributions are reinvested automatically
- Your investment in our trust units is administered for you
- You receive regular statements and income tax slips

and attractive **cost savings**:

- No brokerage commissions
- No service charges

BROOKFIELD OFFICE PROPERTIES CANADA
DISTRIBUTION REINVESTMENT PLAN

QUESTIONS AND ANSWERS

What is the Distribution Reinvestment Plan?

The Distribution Reinvestment Plan (the “Plan”) of Brookfield Office Properties Canada (“BCR”) enables holders of BCR’s trust units (“trust units”) who are residents of Canada to acquire additional trust units by reinvesting their cash distributions.

What are the advantages of the Plan?

As trust units acquired under the Plan will be purchased directly from BCR, participants in the Plan (“participants”) do not pay brokerage commissions or service charges of any kind. All administrative costs of the Plan are borne by BCR.

Full investment of all cash distributions is possible since fractional trust units will be credited to a participant’s account.

Who is eligible to participate?

Any registered or beneficial holder of trust units who is a resident of Canada may participate in the Plan.

How does an eligible unitholder become a participant in the Plan?

A registered unitholder may enroll in the Plan by completing the attached participation form and returning it to CIBC Mellon Trust Company (the “Agent”). A completed participation form must be received by the Agent no later than five business days prior to the record date for any cash distribution (which will usually be the last day of the month prior to the month in which the distribution is payable) in order for that distribution to be reinvested under the Plan. The first distribution on the trust units will be paid on June 15, 2010 to unitholders of record at the close of business on May 31, 2010.

If a participant is a beneficial owner whose trust units are registered in the name of CDS Clearing and Depository Services Inc. (“CDS”) or a name other than the participant’s own name, he or she may participate in the Plan by (i) having those trust units transferred into his or her name directly and then enrolling such trust units in the Plan or (ii) making appropriate arrangements with the broker, investment dealer, financial institution or other nominee who holds the participant’s trust units to enroll in the Plan on the participant’s behalf.

Will it be possible for participants to receive a proportion of their distributions in cash and have the remainder reinvested?

Yes. Unitholders may elect to reinvest either 50% or 100% of the cash distributions paid on all trust units registered in their names by so indicating on the participation form. Where no preference is indicated, 100% of a participant’s cash distributions will be reinvested.

How will new trust units be purchased for participants?

BCR will pay to the Agent the cash distributions paid on the trust units registered in the name of a participant, in addition to the cash distributions paid on the trust units held by the Agent for the account of a participant under the Plan. Depending upon the election of the participant, the Agent will apply these funds to purchase trust units from BCR which will be held by the Agent for the account of the participant.

What will be the price of new trust units purchased under the Plan?

The price of trust units purchased under the Plan will be the weighted average price at which board lots of trust units have traded on the Toronto Stock Exchange during the period of five trading days immediately preceding the relevant reinvestment date on which at least one board lot of trust units has traded.

Will certificates be issued for the new trust units?

No. However, a registered unitholder may at any time obtain a certificate for any number of whole trust units held for the account of the participant under the Plan by writing to the Agent. This written notice must be received no later than five business days prior to the record date. Certificates for less than five trust units will not be issued except upon withdrawal from or termination of the Plan. If the request is received by the Agent between five business days prior to the distribution record date and the distribution payment date, the certificate will not be issued until after the distribution payment date and the reinvestment of that distribution under the Plan.

Are there restrictions on dealing with trust units purchased under the Plan?

Yes. Trust units held for a participant's account may not be pledged, sold or otherwise transferred. Therefore, prior to a transaction of this type, a registered holder must request that a unit certificate be issued. Certificates will not be issued for fractional trust units. Participants who are beneficial owners must make appropriate arrangements with the broker, investment dealer, financial institution or other nominee who holds the participant's trust units prior to such transactions.

How does a participant terminate participation in the Plan?

Participation in the Plan may be terminated at any time by giving written notice to the Agent (or, in the case of beneficial owners, by making arrangements to terminate participation through their nominee).

When participation is terminated, or upon suspension or termination of the Plan by BCR, certificates for whole trust units held for participants under the Plan will be issued to registered holders and a cash payment will be made for any fractional trust units.

When is termination effective?

If notice of termination is received by the Agent between five business days prior to the distribution record date and the distribution payment date, the participant's account will not be closed until after the distribution payment date and the reinvestment of that distribution under the Plan. Otherwise, termination will be effective with respect to the next monthly distribution.

What statements will be sent to participants?

After each distribution payment date, a statement of account will be mailed by the Agent to each participant (or, in the case of CDS participants, CDS will receive such statement on behalf of beneficial owners participating in the Plan). The statements are a continuing record of purchases made under the Plan and should be retained for tax purposes. In addition, the Agent will annually provide each participant with appropriate information for tax reporting purposes.

What are the tax consequences of participation in the Plan?

Distribution reinvestment pursuant to the Plan does not relieve participants of any liability for taxes that may be payable on such distributions. A summary explanation of the tax implications of participation in the Plan can be found in section 15 of the Plan, under the heading "Income Tax Considerations Relating to the Plan". All participants are advised to consult with their own tax advisors to determine the particular tax consequences that may result from their participation in the Plan and the subsequent sale by them of trust units purchased pursuant to the Plan.

Where should further inquiries be directed?

Inquiries should be addressed to the Agent as follows:

- By telephone: CIBC Mellon Trust Company
Investor Services
416-643-5500
Toll-free throughout North America
1-800-387-0825
- By fax: 416-643-5501
- By mail: CIBC Mellon Trust Company
P.O. Box 7010
Adelaide Street Postal Station
Toronto, ON M5C 2W9
Attention: Dividend Reinvestment Services
- By email: inquiries@cibcmellon.com

Inquiries can also be addressed to BCR's head office as follows:

- By telephone: Brookfield Office Properties Canada
416-359-8555
- By fax: Investor Relations
416-359-8596
- By mail: Brookfield Office Properties Canada
181 Bay Street, Suite 330
Toronto, Ontario M5J 2T3

BROOKFIELD OFFICE PROPERTIES CANADA
DISTRIBUTION REINVESTMENT PLAN

1. The Plan

The Distribution Reinvestment Plan (the “Plan”) of Brookfield Office Properties Canada (“BCR”) provides a convenient means for eligible holders of trust units of BCR (“trust units”) to purchase additional trust units by reinvesting their cash distributions.

The declaration and payment of distributions on BCR’s trust units is at the discretion of BCR’s board of trustees, which supports a stable and consistent distribution policy. BCR intends to pay monthly distributions to holders of trust units. It is the intention of BCR to review the payout of distributions on trust units quarterly on March 31, June 30, September 30 and December 31 of each year and to assess the appropriateness of a change in the amount of distributions in accordance with changes in reported cashflow.

Under the Plan, trust units will be acquired at 100% of their “Average Market Price” (as defined below). As these trust units will be purchased directly from BCR, no brokerage commissions or service charges will be payable. All administrative costs of the Plan will be paid by BCR

2. Eligibility

Any beneficial or registered holder of trust units who is a resident of Canada and meets the requirements below is eligible to become a participant in the Plan (a “participant”).

3. How the Plan Works

A participant may elect to reinvest either 50% or 100% of the cash distributions paid on all trust units owned by him or her. Depending upon the election, either 50% or 100% of the cash distributions paid on the trust units owned by the participant will be applied automatically on each distribution payment date (an “Investment Date”) to purchase additional trust units under the Plan. All distributions paid on trust units acquired under the Plan and held for the account of the participant will be automatically reinvested in additional trust units on each subsequent Investment Date.

The price that will be paid for trust units under the Plan on any Investment Date (the “Average Market Price”) will be the weighted average price at which board lots of trust units have traded on the Toronto Stock Exchange (the “TSX”) during the period of five trading days immediately preceding the relevant Investment Date on which at least one board lot of trust units has traded, as reported by the TSX.

On each Investment Date, BCR will pay to CIBC Mellon Trust Company, the administrator of the Plan (the “Agent”) the cash distributions otherwise payable to a participant in respect to the trust units registered in the name of the participant or held by the Agent for the account of the participant. Any amount required under applicable tax laws to be withheld by BCR from cash distributions paid to any participant and remitted to a taxing authority will be

withheld and remitted as required, with the balance being paid to the Agent for reinvestment on behalf of the participant. Cash distributions paid on the trust units registered in the name of the participant will be used by the Agent to purchase trust units from BCR for the account of the participant in accordance with the election of the participant. All cash distributions paid on trust units held by the Agent for the account of the participant will be used to purchase trust units from BCR for the account of the participant.

Trust units purchased under the Plan will be registered in the name of the Agent, as agent for the participant, and the participant's account maintained by the Agent will be credited with the number of trust units, including fractions computed to three decimal places, equal to the cash distributions (or relevant percentage) paid on the participant's trust units divided by the relevant Average Market Price.

4. How to Enroll

Registered Unitholders

Eligible registered unitholders may enroll in the Plan at any time by completing a participation form and sending it to the Agent. Copies of the Plan and participation forms can be obtained from the Agent at any time. Unitholders should not send unit certificates or distribution cheques to the Agent or BCR.

The participation form must be signed by all registered holders of trust units which are registered in more than one name. Also, if a unitholder's total holding is registered in different names (e.g., full name on some unit certificates and initials and surname on other unit certificates), a separate participation form must be completed for each different registration name. If distributions from all unitholdings are to be reinvested under one account, registration must be identical.

A completed participation form must be received by the Agent no later than five business days prior to the record date for any cash distribution (which will usually be the last day of the month prior to the month in which the distribution is payable) in order for that distribution to be reinvested under the Plan.

Once a registered unitholder has enrolled in the Plan, participation will continue until the participant terminates his or her participation (as set forth below) or until the Plan is suspended or terminated or until the participant changes his or her residence to a country other than Canada.

Beneficial Owners of Trust Units

If a unitholder is a beneficial owner of trust units, he or she should contact his or her broker, investment dealer, financial institution or other nominee who holds his or her trust units to provide instructions regarding his or her participation in the Plan and to inquire about any applicable deadlines that the nominee may impose or be subject to and to confirm what fees, if any, the nominee may charge to enroll all or any portion of such unitholder's trust units in the Plan on his or her behalf or whether the nominee's policies might result in any costs otherwise becoming payable by the unitholder.

If a participant is a beneficial owner whose trust units are registered in the name of CDS Clearing and Depository Services Inc. ("CDS") or a name other than the participant's own name, he or she may participate in the Plan by (i) having those trust units transferred into his or her name directly and then enrolling such trust units in the Plan or (ii) making

appropriate arrangements with the broker, investment dealer, financial institution or other nominee who holds the participant's trust units to enroll in the Plan on the participant's behalf, either as a nominee that delivers a completed and executed participation form to the Agent in the manner provided in the Plan, or, if applicable, as a CDS participant through enrollment by CDS.

If a participant is a beneficial owner of trust units and wishes to enroll in the Plan through a CDS participant in respect to his or her trust units registered through CDS, appropriate instructions must be received by CDS from the CDS participant not later than such deadline as may be established by CDS, in order for the instructions to take effect on the Investment Date to which that distribution record date relates.

Instructions received by CDS after their internal deadline will not take effect until the following Investment Date. CDS participants holding trust units on behalf of beneficial owners of trust units registered through CDS must arrange for CDS to enroll such trust units in the Plan on behalf of such beneficial owners in respect to each distribution payment date.

CDS will provide instructions to the Agent regarding the extent of its participation in the Plan, on behalf of beneficial owners of trust units, in respect to every Investment Date on which cash distributions otherwise payable to CDS, as unitholder of record, are to be reinvested under the Plan.

Any trust units acquired outside of the Plan which are not registered in exactly the same name or manner as trust units enrolled in the Plan will not be automatically enrolled in the Plan. If a participant purchases additional trust units outside the Plan, he or she is advised to contact the Agent to ensure that all trust units the participant owns are enrolled in the Plan.

5. Certain Limitations

A participant may not transfer the right to participate in the Plan to another person.

Subject to applicable law and regulatory policy, BCR reserves the right to determine, from time to time, a minimum number of trust units that a participant must hold in order to be eligible to participate in, or continue to participate in, the Plan. Without limitation, BCR further reserves the right to refuse participation in the Plan to, or terminate the participation of, any person who, in BCR's sole opinion, is participating in the Plan primarily with a view to arbitrage trading, whose participation in the Plan is part of a scheme to avoid applicable legal requirements or engage in unlawful behavior or has been artificially accumulating BCR's securities, for the purpose of taking undue advantage of the Plan to BCR's detriment. BCR may also deny the right to participate in the Plan to any person or terminate the participation of any participant in the Plan if BCR deems it advisable under any laws or regulations.

6. Statements of Account

As soon as reasonably practicable after each Investment Date, a statement of account will be mailed by the Agent to each participant setting out the amount of the relevant cash distribution reinvested, the applicable Average Market Price, the number of trust units purchased under the Plan on the Investment Date and the total number of trust units, computed to three decimal places, held for the account of the participant under the Plan (or, in the case of CDS participants, CDS will receive such statement on behalf of beneficial owners participating in the Plan).

The statements are a continuing record of the cost of the trust units purchased under the Plan and should be retained for income tax purposes. In addition, the Agent will annually provide each participant with appropriate information for tax reporting purposes.

7. Certificates for Trust Units

A registered holder may, at any time, obtain unit certificates for any number of whole trust units held for the participant's account under the Plan by writing to the Agent. This written notice must be received no later than five business days prior to the record date. In no event will certificates be issued for fractional trust units. Certificates for trust units acquired under the Plan will not be issued to participants unless specifically requested. Certificates for less than five trust units will not be issued except upon withdrawal from or termination of the Plan.

If a request for a unit certificate is received by the Agent on or after a distribution record date but before the related distribution payment date, the requested action will not be taken until after the distribution payment date.

Trust units held for the account of a participant under the Plan may not be pledged, sold or transferred. Consequently, a participant or nominee who wishes to effect a transaction of this type must request that certificates for his or her trust units be issued by the Agent.

Accounts under the Plan are maintained in the names in which the trust units of the participants were registered at the time they enrolled in the Plan. Consequently, certificates for trust units will be similarly registered when issued.

8. Termination of Participation

A participant may terminate his or her participation in the Plan at any time by giving written notice to the Agent (or in the case of beneficial owners, by making arrangements to terminate participation through their nominee). The notice of termination must be received no later than five business days prior to the record date for a cash distribution in order for the notice to be effective with respect to that distribution. If notice of termination is received after such date, the cash distributions payable on the relevant Investment Date will be invested under the Plan and the termination will be effective only with respect to cash distributions subsequently declared. The notice of termination must be signed by all registered holders of trust units which are registered in more than one name.

Upon ceasing to be a resident of Canada, a participant will no longer be eligible to participate in the Plan and his or her participation in the Plan will terminate immediately. The participant must notify the Agent in writing (or in the case of a beneficial owner, their nominee) of the change in his or her country of residence.

Upon termination, a registered holder will receive a unit certificate for the number of whole trust units held for his or her account under the Plan and a cash payment for any fractional trust unit. The cash payment will be calculated on the basis of the closing price of the trust units on the TSX on the business day immediately preceding the date of termination. All subsequent distributions will be paid directly to the unitholder. Participation in the Plan may be renewed by registered holders at any time by signing a new participation form and returning it to the Agent.

9. Voting of Trust Units Held under the Plan

Whole trust units held for the account of a participant under the Plan on any record date for a vote of unitholders (as with trust units not subject to the Plan) may be voted by the participant, either in person or by proxy. Trust units for which instructions are not received will not be voted. Fractional trust units may not be voted.

10. Adjustments

Trust units resulting from the subdivision, *pro rata* distribution, consolidation or combination of trust units will be credited to the account of the participant based on whole and fractional trust units held for the account of the participant under the Plan.

11. Rights Offering

If BCR makes available to holders of trust units of record any right to subscribe for additional trust units or other securities, rights certificates in respect to the number of whole trust units then held for the account of the participant under the Plan will be forwarded to each participant. Where practicable, rights in respect to fractional trust units held for the account of a participant will be sold by the Agent for the participant's account and the net proceeds forwarded to the participant.

12. Death or Incompetence of a Participant

Participation in the Plan will not be affected by a participant's death or incompetence and participation will remain effective until it is terminated in accordance with the provisions of the Plan.

13. Amendment, Suspension or Termination of the Plan

BCR reserves the right to amend, modify, suspend or terminate the Plan at any time, but such actions shall have no retroactive effect that would prejudice a participant's interests. Any amendments to the Plan are subject to prior approval by the TSX. BCR will notify participants in writing of any modifications made to the Plan that in BCR's opinion may materially prejudice participants. Generally, no notice will be given to participants regarding any amendments to the Plan intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions.

If the Plan is suspended or terminated by BCR, each participant will receive a certificate for the number of whole trust units held for his or her account and a cash payment for any fractional trust unit based upon the closing price of the trust units on the TSX on the trading day immediately preceding the effective date of termination or suspension of the Plan.

If the Plan is suspended or terminated by BCR, no investment will be made under the Plan on any subsequent Investment Date. Distributions that are paid after the effective date of any suspension or termination of the Plan will be remitted by BCR or the Agent, as the case may be, directly to each participant.

14. Notices

All notices required to be given to a participant will be mailed to the participant at his or her latest address shown on the records of the Agent. All notices to the Agent and BCR should be mailed to the addresses shown on pages 4 and 5 of this brochure.

15. Income Tax Considerations Relating to the Plan

THE FOLLOWING SUMMARY OF TAX CONSEQUENCES IS OF A GENERAL NATURE ONLY AND IS NOT INTENDED TO BE LEGAL OR TAX ADVICE TO ANY PARTICULAR PARTICIPANT. IT IS THE RESPONSIBILITY OF PARTICIPANTS IN THE PLAN TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES OF THEIR PARTICIPATION IN THE PLAN.

The following is a summary of the principal Canadian federal income tax considerations generally applicable to participants under the Plan. This summary is based on the current provisions of the *Income Tax Act* (Canada) (the “ITA”), the regulations thereunder, all specific proposals to amend the ITA or the regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof, and an understanding of the current published administrative practices of the Canada Revenue Agency. This summary does not take into account Canadian provincial or territorial income tax laws or those of any country other than Canada. The following is applicable only to participants who, for purposes of the ITA, and at all relevant times, are resident in Canada, hold their trust units as capital property, deal at arm’s length with BCR and are not subject to “mark-to-market” rules relating to securities held by certain “financial institutions” as defined for purposes of those rules.

Participants will be subject to tax under the ITA on all distributions which are reinvested in trust units in the same manner as they would have been if they had received the distributions in cash.

The cost to a participant of trust units acquired under the Plan will be the amount paid for the trust units by the Agent. For the purpose of computing the adjusted cost base of such trust units to the participant, the cost of the trust units will be averaged with the adjusted cost base of all trust units held by the participant as capital property. A participant may realize a capital gain or loss on the disposition of trust units acquired through the Plan.

16. Administration

The Agent will act as administrator of the Plan for BCR and will maintain an account for each participant. The Agent will keep all records necessary for the administration of the Plan.

BCR reserves the right to interpret and regulate the Plan as it deems necessary or desirable and all such interpretations and regulations will be final and binding on all participants.

Unless the context requires otherwise, words importing only the singular number shall include the plural and vice versa, words importing the masculine gender shall include feminine and neuter genders and vice versa, and works importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

17. Liability of BCR and the Agent

BCR and the Agent, in administering the Plan, are not liable for any act or omission to act, including, without limitation, any claims of liability: (a) with respect to receipt or non-receipt of any payment, form or other writing purported to have been sent to BCR or the Agent; (b) actions taken as a result of inaccurate and incomplete information or instructions; (c) in respect to any decision to amend, suspend, terminate or replace the Plan in accordance with the terms hereof; (d) in respect to the involuntary termination of a participant's participation in the Plan in the circumstances described herein; (e) with respect to the prices at which trust units are purchased for a participant's account and the times such purchases are made; or (f) in respect to income taxes or other liabilities payable by any participant or beneficial owner in connection with their participation in the Plan.

Participants should recognize that neither BCR nor the Agent can assure profit or protect against a loss on trust units acquired under the Plan.

Both BCR and the Agent shall have the right to reject any request regarding enrollment in, withdrawal from or termination of the Plan if such request is not received in proper form. Any such request will be deemed to be invalid until any irregularities have been resolved to BCR's satisfaction and/or the Agent's satisfaction. Neither BCR nor the Agent is under any obligation to notify any unitholder of an invalid request.

18. Governing Law

The Plan shall be governed and construed in accordance with the laws in force of the province of Ontario and the federal laws of Canada applicable therein.

19. Effective Date

The effective date of the Plan is May 3, 2010.



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