COMMONWEALTH REIT
TERMS AND CONDITIONS

Last Revised: September 24, 2009
This document was updated on July 1, 2010 to reflect the name change to CommonWealth REIT.

PLEASE READ AND FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS OF USE CAREFULLY AND COMPLETELY BEFORE USING THIS WEBSITE.

This website is provided by CommonWealth REIT ("CWH"), subject to the following terms and conditions ("Terms and Conditions"). By using this website, you agree to these Terms and Conditions.

Copyright and Submissions

The materials posted on these pages by CWH may be retrieved solely for your own internal personal use. This permission terminates immediately if you breach these Terms and Conditions. You may not "mirror" any material contained on this website without CWH's express written permission. Any unauthorized use of the materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All content and functionality on this website, including text, graphics, logos, icons, and images and the selection and arrangement thereof, are the exclusive property of CWH or its licensors and are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

CommonWealth REIT
Two Newton Place
255 Washington Street
Newton, MA 02458
United States of America
Telephone: (617) 332-3990
Facsimile: (617) 332-2261
All rights reserved.
You shall not otherwise copy, modify, display or distribute the contents of these pages without the prior express written permission of CWH.

User Postings

Except as otherwise set forth under the "Governance Hotline" section of this website or as otherwise explicitly limited in CWH's Code of Business Conduct and Ethics or by any policies or procedures of CWH, its Board of Directors or any committee thereof explicitly requiring that information be kept anonymous or confidential, you acknowledge and agree that CWH shall own and have the unrestricted right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that you post or otherwise publish on this website ("Submissions"). You hereby waive any and all claims against CWH for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with CWH's use and publication of such Submissions. This means that anything submitted by you to this website will be owned by CWH and, subject to the exceptions set forth above, may be used by CWH for any purpose, now or in the future, without any payment to, or further authorization by, you. In the event CWH's ownership of such Submissions is successfully contested, you automatically grant CWH a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes. CWH does not represent or endorse the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through this website by any user of this website, information provider or any other third party. Subject to the exceptions set forth above, CWH expressly disclaims any and all liability related to Submissions, and you acknowledge that any reliance upon such Submissions

shall be at your sole risk. You covenant that you shall not post or otherwise publish on the website any materials that: (1) are threatening, libelous, defamatory, or obscene; (2) would constitute, or that encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law; (3) infringe the intellectual property, privacy, or other rights of any third parties; (4) contain a computer virus or other destructive element; (5) contain advertising; or (vi) constitute or contain false or misleading statements. CWH in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from this website, in whole or in part, for any reason.

Use of Information and Resources Disclaimer

Certain marks that appear on this website, including names and logos identifying CWH and its affiliates and subsidiaries and each of their products and services, including but not limited to CommonWealth REIT, are trademarks or service marks owned by CWH and shall not be used by you without prior written permission of CWH. Other marks that appear on this website may be claimed as trademarks or service marks by their respective owners, who may or may not be affiliated with CWH.

Disclaimer of Warranties

While CWH attempts to convey accurate and current information on this website, the information provided on this website may contain typographical or technical errors. Information on this website is provided to you "AS IS" and "AS AVAILABLE" and without warranty of any kind.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CWH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, CWH DOES NOT WARRANT THAT: (1) THE INFORMATION ON THIS WEBSITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Further, CWH expressly disclaims any obligation to update or correct information contained on this website and explicitly disclaims any duty to do so. CWH assumes no liability or responsibility for any errors or omissions in the information provided on this website. You expressly agree that your use of this website is at your sole option and risk and as such you assume full responsibility and all risks arising from or relating to your use of this website. You must confirm the accuracy of any information presented on or through this website before relying on it in any way.

Links to Other Internet Websites

Information that CWH publishes on the Internet may contain links to other websites. CWH is not responsible for information found on any linked website, including information that may be about CWH, and CWH makes no representations about any other website that you may access through this website. The links are provided only as citations and aids to help you locate and identify other Internet resources which may be of interest. These links are not intended to state or imply that CWH has sponsored, approved or adopted any materials on the linked sites or that it is legally authorized to use any trade name, trademarks, logo, seal or copyrighted information reflected in the linked website. CWH is not liable in any way to the reader or to any other person, entity, firm or corporation for the accuracy or completeness of any information or data in the linked websites or for any delays, errors or omission of any such information or data, or for actions taken in reliance thereto or for any damages arising there from. Furthermore, CWH does not endorse the products or services offered by any company or person linked to this website nor is it responsible for any software or the content of any information published on this website or any other party. You should take precautions when downloading files from websites to protect your computer software and data from viruses and other destructive programs.

Information Provided By Third Parties

The data provided by Shareholder.com is for informational purposes only, and is not intended for trading purposes. Neither CWH, Shareholder.com nor their data or content providers guarantee the sequence, accuracy, or completeness of any stock price information or other data displayed, nor shall any such party be liable in any way to the reader or to any other person, entity, firm or corporation whatsoever for any delays, inaccuracies, errors in, or omission of any such information or data or the transmission thereof, or for any actions taken in reliance thereon or for any damages arising there from or occasioned thereby or by reason of non performance or interruption or termination of the stock price information for any cause whatsoever.

Forward Looking Statements

This website, including press releases, SEC filings and other documents posted, contains statements which constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. Also, whenever we use words such as "believe", "expect", "anticipate", "intend", "plan", "estimate" or similar expressions, we are making forward looking statements. These forward looking statements are based upon our present intent, beliefs or expectations, but forward looking statements are not guaranteed to occur and may not occur. Actual results may differ materially from those contained in or implied by our forward looking statements as a result of various factors including those risk factors detailed from time to time in our filings with the Securities and Exchange Commission, which are accessible in the "Investor Relations" section of CWH's website. You should not place undue reliance upon forward looking statements. Except as required by law, we undertake no obligation to update or revise any forward looking statements as a result of new information, future events or otherwise.

Investor Relations; No Endorsement, Advice or Professional Consultation

Material contained in this website, including without limitation the "Investor Relations" section, is for information purposes only and is not intended to constitute an offering of securities in any jurisdiction. This information is provided to you with the understanding that CWH's provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. There may be delays, omissions or inaccuracies in information obtained through your use of this website. Since the Internet cannot be considered secure and because the information on this website may appear different from original printed material, this information should not be used for the purpose of making business, investment or other decisions or used as a substitute for consultation with professional advisors. If you are contemplating investments in CWH, you should request printed copies of any such documents directly from CWH.

Moreover, CWH does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this website by CWH, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk. Moreover, CWH does not grant any license or other authorization to you to use this website in any manner if such use in whole or in part suggests that CWH promotes or endorses any third party's causes, ideas, political campaigns, political views, websites, products or services.

Privacy Policy

CWH's Privacy Policy also applies to your use of this website and is incorporated herein by this reference.

Infringement Notices and Takedown

CWH prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this website infringes your copyright, you should notify CWH of your copyright infringement claim in accordance with the following procedure. CWH will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act, or DMCA. The DMCA requires that notifications of claimed copyright infringement should be sent to this website's Designated Agent who is:

Timothy A. Bonang
Vice President, Investor Relations
CommonWealth REIT
Two Newton Place
255 Washington Street
Newton, MA 02458 USA
Telephone: (617) 796-8222
Facsimile: (617) 332-2261

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Indemnification

You hereby indemnify, defend, and hold harmless CWH and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, trustees, shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively referred to as the Indemnified Parties) from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to your use of this website or any breach by you of these Terms and Conditions or the representations, warranties, and covenants you have made by agreeing to these Terms and Conditions. You shall cooperate as fully as reasonably required in the defense of any such claim. CWH reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CWH OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, TRUSTEES, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE INFORMATION CONTAINED ON THIS WEBSITE OR OBTAINED FROM YOUR USE OF THIS WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF CWH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CWH'S OR ANY OF ITS PREDECESSORS', SUCCESSORS', PARENTS', SUBSIDIARIES', AFFILIATES', OFFICERS', TRUSTEES', SHAREHOLDERS', INVESTORS', EMPLOYEES', AGENTS', REPRESENTATIVES' AND ATTORNEYS' AND THEIR RESPECTIVE HEIRS', SUCCESSORS' AND ASSIGNS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED $1.00. SOME JURISDICTIONS MAY NOT

ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

Statement Concerning Limited Liability

THE AMENDED AND RESTATED DECLARATION OF TRUST ESTABLISHING COMMONWEALTH REIT, DATED JULY 1, 1994, A COPY OF WHICH, TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, IS DULY FILED IN THE OFFICE OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT THE NAME "COMMONWEALTH REIT" REFERS TO THE TRUSTEES UNDER THE DECLARATION OF TRUST, AS SO AMENDED AND SUPPLEMENTED, COLLECTIVELY AS TRUSTEES, BUT NOT INDIVIDUALLY OR PERSONALLY, AND THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF COMMONWEALTH REIT SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, COMMONWEALTH REIT. ALL PERSONS DEALING WITH COMMONWEALTH REIT IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF COMMONWEALTH REIT FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

Changes to Website and Terms and Conditions

CWH reserves the right, in its sole discretion, to restrict, suspend, or terminate these Terms and Conditions and access to all or any part of the website and/or reserves the right to change, suspend or discontinue all or any part of the website or its content at any time without prior notice or liability.

CWH reserves the right to change these Terms and Conditions at any time and notify you by posting an updated version of these Terms and Conditions on this website. It is your responsibility to periodically check this page so that you are aware of what are the Terms and Conditions regarding using this website. The amended Terms and Conditions will apply between us whether or not we have given you specific notice of any change.

This website may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to the user's systems or operations. The user shall be solely responsible for ensuring that any information or content obtained from this website does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage the user's systems, software or data.

Jurisdiction

These Terms and Conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. In the event of a dispute concerning these Terms and Conditions, you expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. Failure of CWH to act on or enforce any provision of these Terms and Conditions shall not be construed as a waiver of that provision or any other provision in these Terms and Conditions.

Miscellaneous

These pages are controlled and operated by CWH in the United States of America and are intended for use within the United States of America. CWH makes no representation that material on these pages is appropriate or available for use in other locations. Those who choose to access these pages from other locations do so of their own initiative and are responsible for compliance with local laws.

BY USING THIS WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS.

COMMONWEALTH REIT
TERMS AND CONDITIONS

Last Revised: September 24, 2009
This document was updated on July 1, 2010 to reflect the name change to CommonWealth REIT