

TERMS AND CONDITIONS OF USE

General

Welcome to the Inland Western Retail Real Estate Trust, Inc. ("Inland Western") Web Site. Please carefully review these terms and conditions ("Terms of Use"), the Privacy Policy, and the terms and conditions on the Inland Western Web Site that govern particular offers or features ("Additional Terms and Conditions," together with these Terms of Use and the Privacy Policy, form the "Agreement") all of which collectively govern your use of and access to all of the Inland Western Web Site and any and all content, data and information contained therein. YOUR USE OF THE INLAND WESTERN WEB SITE CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY INLAND, IN ACCORDANCE WITH THIS AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS OF USE, THE PRIVACY POLICY AND THE ADDITIONAL TERMS AND CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (1) TERMS OF USE, (2) PRIVACY POLICY AND (3) ADDITIONAL TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS THIS INLAND WESTERN WEB SITE.

Modifications of This Agreement

Inland Western reserves the right to change, modify, amend and/or update this Agreement at any time with or without prior notice. Your use of this Inland Western Web Site following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to follow and be bound by this Agreement as so changed, modified, amended and/or updated. You are responsible for reviewing this Agreement each time you use or access any Inland Western Web Site.

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Solely Intended for United States Users

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Use

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manner that could damage, disable, overburden, or impair any Inland server or the networks connected to any Inland Western server; (o) interfere with any third party's use and enjoyment of this Inland Western Web Site; or (p) attempt to gain unauthorized access to accounts, computer systems or networks connected to any Inland Western server through hacking, password mining or any other means.

User IDs/Passwords

Use of certain features on the Inland Western Web Site might be limited and/or require registration. Inland Western will review and determine, in Inland Western's sole discretion, whether to accept your registration. Inland Western shall have the right, in its sole discretion, to refuse or restrict anyone from access to the Inland Western Web Site(s) at any time for any reason. Upon acceptance of your registration by Inland, you will be given your user ID and password (collectively "Password") for access to and use of the applicable portion of the Inland Western Web Site.

Inland Western reserves the right to require you to periodically change your Password. You agree to use your best efforts to maintain the security of your Password. You shall not disclose your Password to anyone else, and you shall not use anyone else's Password. You agree to notify Inland Western immediately about any unauthorized use of your Password or any breach of security. You further agree that Inland Western shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Password by you or anyone other than Inland.

Charges and Payment

In certain instances, Inland Western may charge a user, subscription or other fee. In those instances where a fee may be charged, Inland Western will notify you of the fee prior to your incursion of charges.

Disclaimer

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Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL INLAND WESTERN OR ANY OF ITS SHAREHOLDERS, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR ACCESS TO OR INABILITY TO USE OR ACCESS THIS INLAND WESTERN WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF INLAND WESTERN HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU, AND NOT INLAND WESTERN, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT WILL INLAND WESTERN BE LIABLE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED UNITED STATES DOLLARS (\$100.00) FOR ANY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT.

User Submissions, Postings and Email Communications

All submissions, postings and email communications to or through the Inland Western Web Site shall be subject to the Inland Western Policy Regarding Submissions, Postings and Other Communications, which is incorporated into this Agreement by this reference.

Online Copyright Infringement Notification Policy

If you believe that this Inland Western Web Site(s) contains materials that constitute copyright infringement, please notify Inland Western in accordance with our Online Copyright Infringement Notification Policy.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD INLAND WESTERN AND ITS SHAREHOLDERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO (I) YOUR USE OF THIS INLAND WESTERN WEB SITE AND/OR (II) YOUR BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

Terms and Termination

Inland Western shall have the right to terminate your access to, and use of, the Inland Western Web Site immediately, if, in its sole discretion, Inland Western believes that your conduct fails to conform with this Agreement. Inland Western also reserves the right to investigate suspected violations of this Agreement, including without limitation any violation arising from any submission, posting or emails you make or send to the Inland Western Web Site.

Upon termination of this Agreement, all rights granted to you under this Agreement will cease immediately, and you agree that you will: (a) immediately discontinue use of the Inland Western Web Site(s); and (b) as applicable, pay any amounts owed to Inland Western in full within thirty (30) days from the date of such termination.

Applicable Laws

This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INLAND WESTERN WEB SITE OR THE USE OR ACCESS THEREOF MAY BE IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS.

Commencement of Actions

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THIS INLAND WESTERN WEB SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

Miscellaneous

The failure of Inland Western to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Inland's rights with respect to such breach or any subsequent breaches. Neither the course of conduct between the parties nor trade practice shall act to modify this Agreement. Inland Western may assign its rights and duties hereunder to any party at any time without any notice to you. This Agreement may not be assigned by you without Inland's prior written consent. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Forward-Looking Statements

This Agreement and the documents incorporated by reference herein, if any, may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements are based on management's current expectations and assessments of risks and uncertainties and reflect various assumptions concerning anticipated results, which may or may not prove to be correct. Some of the factors that could cause actual results to differ materially from estimates or projections contained in such forward-looking statements include the pattern of brand sales, including variations in sales volume within periods; competition within the relevant product markets, including the ability to develop and successfully introduce new products, ensuring product quality, pricing, promotional activities, introduction of competing products and continuing customer

acceptance of existing products; loss of distributorship rights; risks inherent in acquisitions and strategic alliances; the loss of one or more key employees; the effects of a prolonged United States or global economic downturn or recession; changes in costs, including changes in labor costs, raw material prices or advertising and marketing expenses; the costs and effects of unanticipated legal or administrative proceedings; and variations in political, economic or other factors such as currency exchange rates, inflation rates, tax changes, legal and regulatory changes or other external factors over which Inland Western has no control. Inland Western has no obligation to update any forward-looking statement in this Agreement or any incorporated document.

INLAND WESTERN POLICY REGARDING SUBMISSIONS, POSTINGS AND OTHER COMMUNICATIONS

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated by you to Inland Western through the Inland Western Web Site (collectively, the "Submission") will forever be the property of Inland Western and you waive all of your rights, including but not limited to moral rights, therein if applicable, provided that you will continue to be responsible for the content of the Submission including, without limitation, any indemnification obligations related to such Submissions. Inland Western will not be required to treat any Submissions as confidential (unless required by law or if Inland Western has agreed to treat it as confidential in other documentation), and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Inland Western operations. Without limitation, Inland Western will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere and will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. Inland Western retains the right to review, edit or delete from the Inland Western Web Site any Submission which Inland Western in its sole discretion considers illegal, offensive, in violation of a third party right or otherwise inappropriate.

Email and Other Communications

In connection with your use of the Inland Western Web Site, you consent to Inland Western recording any communication, electronic or otherwise, between you and Inland Western and retaining any information and data you submit while using the Inland Western Web Site.

In using the Inland Western Web Site, you may be permitted to communicate electronically with Inland Western by sending electronic mail to Inland Western ; however, you acknowledge and agree that only general information or inquiries may be submitted to Inland Western via electronic mail and any other submissions or communications on or through the Inland Western Web Site (e.g., the placement of orders) may be submitted only in accordance with the express instructions set forth on the Inland Western Web Site for such submissions or communications. Please do not send any time-sensitive communications to Inland Western via e-mail as Inland Western cannot be responsible for responding to any such communications.

Investigations

Inland Western may seek to gather information from the user who is suspected of violating this Agreement, and from any other user. Inland Western may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Inland Western believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Inland Western will fully cooperate with any law enforcement authorities or court order requesting or directing Inland Western to disclose the identity of anyone posting any emails, or publishing or otherwise making available any materials that are believed to violate this Agreement. YOU WAIVE AND HOLD HARMLESS INLAND WESTERN FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INLAND WESTERN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER INLAND WESTERN OR LAW ENFORCEMENT AUTHORITIES.

ONLINE COPYRIGHT INFRINGEMENT NOTIFICATION POLICY

If you believe that the Inland Western Web Site contains materials that constitute copyright infringement, please notify our Designated Agent, Dennis K. Holland, in writing using the following contact information:

Name of Designated Agent to Receive Notification of Claimed Infringement:

Dennis K. Holland

Full Address of Designated Agent to which Notification should be Sent:

Inland Western Retail Real Estate Trust, Inc.
2901 Butterfield Road Oak Brook, Illinois 60523

Telephone Number of Designated Agent:

(630) 218.8000

Facsimile Number of Designated Agent:

(630) 586.6446

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

1. Your address, telephone number and e-mail address;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on the Inland Western Web Site, including its URL, so that Inland Western can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

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We try to provide accurate and timely information, but please be aware that the content of this web site may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In addition, from time to time changes may be made to the content of this site without notice. We may change the products, services and any other information described on this web site at any time. The information published on this web site is provided as a convenience to visitors and is provided for informational purposes only. Accordingly, you should verify all information before relying on it, and all decisions based on information contained in our web site are your sole responsibility.

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Neither Inland Western nor any of its agents, employees or officers, directors or stockholders shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if advised of the possibility) arising in any way from the information contained in this web site or any information transmitted via this web site. Nor is Inland Western nor any of its agents, employees or officers, directors or stockholders liable for any damages or losses that may be caused to any equipment or other software due to any viruses, defects or malfunctions in connection with access or use of this web site.

By transmitting information through this web site, you accept the risk that such information, as well as any information that we transmit to you, may be intercepted by third parties. In addition, messages that you send to us by email may not be secure. We recommend that you do not send any confidential information to us by email. If you choose to send any confidential information to us via email, you accept the risk that this information may be intercepted by a third party.

If you cause a technical disruption of the site or the systems transmitting the site to you or others, you agree to be responsible for any or all liabilities, costs and expenses (including attorney's fees and costs) arising from that disruption. In addition, you agree to indemnify and hold harmless Inland Western, its subsidiaries, officers, agents and representatives, and its and their officers and employees, harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including reasonable attorney's fees and court costs) arising from or incurred in connection with your use of this web site.

The laws of the State of Illinois govern these terms and conditions and your use of the web site, and you irrevocably consent to the jurisdiction of the courts located in Illinois for any action to enforce these terms and conditions or in connection with your use of this web site. We recognize that it is possible for you to obtain access to this web site from any jurisdiction in the world, but we have no practical ability to prevent such access. This web site has been designed to comply with the laws of the State of Illinois and the United States. If any material on this web site, or your use of this web site, is contrary to the laws of the place where you are when you access it, this web site is not intended for you, and we ask you to not use the site. You are responsible for informing yourself of the laws of your jurisdiction and for complying with them.

It is the policy of Inland Western to adhere to all federal, state and local laws that apply to us and our business activities.

Information for the Investor

Although there are no guarantees about the stock, before you invest in any security, you can help protect yourself by being an educated investor. If you are interested in our stock, we recommend that you read the prospectus, annual report and 10-K, 10-Q and 8-K reports to the SEC.

Our recent proxy statements for shareholder meetings also contain important information. It is also advisable to learn more about us and our industry through a variety of public materials. Our recent annual

reports, 10-K and 10-Q reports and other materials are accessible through this web site. Other materials we have filed with the SEC are available through its web site at <http://www.sec.gov>.

Cautionary Language Regarding Forward-Looking Statements

Materials in this web site may contain information that includes or is based upon forward looking statements within the meaning of the Securities Litigation Reform Act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a discussion of future operating or financial performance.

Any or all of our forward-looking statements here or in other publications may turn out to be wrong. They can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Many such factors will be important in determining our actual future results. Consequently, no forward-looking statement can be guaranteed. Our actual results may vary materially, and there are no guarantees about the performance of our stock.

We undertake no obligation to correct or update any forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any further disclosures we make on related subjects in our reports to the SEC. In particular, you should read the discussion in the section entitled "Cautionary Factors That May Affect Future Results" in our most recent 10-K report to the SEC, as it may be updated in our subsequent 10-Q and 8-K reports. That discussion covers certain risks, uncertainties and possibly inaccurate assumptions that could cause our actual results to differ materially from expected and historical results. Other factors besides those listed there could also adversely affect the Company. That discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.