
Section 1: S-8 (S-8)

As filed with the United States Securities and Exchange Commission on April 10, 2020

Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Tanger Factory Outlet Centers, Inc.
(Exact name of registrant as specified in its charter)

North Carolina
*(State or other jurisdiction of
incorporation or organization)*

56-1815473
*(I.R.S. Employer
Identification No.)*

**3200 Northline Avenue
Suite 360
Greensboro, North Carolina 27408-7612**
(Address of Principal Executive Offices) (Zip Code)

**TANGER FACTOR OUTLET CENTERS, INC.
INDUCEMENT RESTRICTED SHARE AWARD AGREEMENT
INDUCEMENT OPTION AWARD AGREEMENT**
(Full title of the plan)

James F. Williams
Executive Vice President and Chief Financial Officer
Tanger Factory Outlet Centers, Inc.
3200 Northline Avenue Suite 360
Greensboro, North Carolina 27408-7612
(336) 292-3010
(Name and address of agent for service) (Telephone number, including area code, of agent for service)

Copies to:

Bradd L. Williamson, Esq.
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
(212) 906-1200

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
 Non-accelerated filer Smaller reporting company
 Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Shares, \$0.01 par value	1,389,308	\$ 4.33	\$ 6,015,703.64	\$ 780.84

- (1) Consists of 1,389,308 common shares, par value \$0.01 per share (“Common Shares”) of Tanger Factory Outlet Centers, Inc. (the “Company”) available for issuance pursuant to two inducement restricted share award agreements and an inducement option award agreement to be entered into with Stephen Yalof as a material inducement for his employment with the Company. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional Common Shares of the Company which become issuable by reason of any future stock dividend, stock split, recapitalization or other similar transaction or to cover such additional shares as may hereinafter be offered or issued to prevent dilution resulting from stock splits, stock dividends, recapitalizations or certain other capital adjustments, effected without the receipt of consideration by the Company, which results in an increase in the number of outstanding shares of Common Shares.
- (2) For purposes of computing the registration fee only. Pursuant to Rule 457(h) of the Securities Act, the Proposed Maximum Offering Price Per Share is based upon the average of the high and low prices per Common Share as reported on the New York Stock Exchange on April 3, 2020.

EXPLANATORY NOTE

This registration statement registers 1,389,308 common shares that may be issued pursuant to the inducement restricted share award agreements and inducement option award agreement entered into with Stephen Yalof (the “[Inducement Awards](#)”) as a material inducement for his employment with the Company. The Inducement Awards were approved by the compensation committee of the Company’s board of directors in reliance on the employment inducement exception to shareholder approval provided under New York Stock Exchange Listing Rule 303A.08.

PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to the participant in the Inducement Awards covered by this Registration Statement pursuant to Rule 428(b)(1) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to the participant in the Inducement Awards covered by this Registration Statement pursuant to Rule 428(b)(1) of the Securities Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Company is subject to the informational and reporting requirements of Section 13(a), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “[Exchange Act](#)”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “[Commission](#)”). The following documents, which are on file with the Commission, are incorporated into this Registration Statement by reference:

- (a) The Company’s Annual Report on [Form 10-K](#) for the year ended December 31, 2019, filed with the Commission on February 19, 2020;
- (b) The Company’s Current Report on [Form 8-K](#) filed with the Commission on March 31, 2020 (except for Item 7.01 and the exhibits furnished on Item 9.01 that relate to Item 7.01);
- (c) The description of the Common Shares contained in the Company’s Registration Statement on [Form S-3ASR](#), filed with the Commission on March 2, 2018, including any amendments or reports filed for purposes of updating such description, including the Description of Capital Shares filed as [Exhibit 4.2](#) to the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2019; and
- (d) All other reports filed by the Company pursuant to Section 13(a) or Section 15(d) of the Exchange Act since the end of the Company’s fiscal year ended December 31, 2019.

All reports and other documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered pursuant to this Registration Statement have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents or reports.

For purposes of this Registration Statement, any document or any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded to the extent that a subsequently filed document or a statement contained therein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference, modifies or supersedes such document or such statement in such document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Under no circumstances shall any information furnished under Item 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Company is a North Carolina corporation. The Company's Amended and Restated Articles of Incorporation contain a provision authorized by Section 55-2-02(b)(3) of the North Carolina Business Corporation Act (the "NC BCA") eliminating the personal liability of a director arising out of an action whether by or in the right of the corporation or otherwise for monetary damages for breach of any duty of a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an "improper personal benefit" as that term is defined in the NC BCA, (iii) acts or omissions occurring prior to the effective date of the Articles or (iv) acts or omissions with respect to which the NC BCA does not permit the limitation of liability.

The Company has also adopted indemnification provisions authorized by NC BCA Section 55-8-57 which obligate the corporation:

(1) to indemnify any person who serves or has served as a director or officer against (i) any liability for or obligation to pay reasonable expenses, including attorneys' fees, incurred by such officer or director in connection with any proceeding arising out of such director's or officer's status as such or any activities of such director or officer in such capacity and (ii) any liability for or obligation to pay any judgment, settlement, penalty or fine (including an excise tax assessed with respect to an employee benefit plan) in any such proceeding; and

(2) to indemnify any person who serves or has served as a director or officer and who, at the request of the corporation, serves or has served as a director, officer, partner, trustee employee or agent of another corporation, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan against (i) any liability for or obligation to pay reasonable expenses, including attorneys' fees, incurred by such officer or director in connection with any proceeding arising out of such person's status as a director or officer of the corporation or as a director, officer, partner, trustee, employee or agent of such other corporation, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan or any activities of such director or officer in any of such capacities and (ii) any liability for or obligation to pay any judgment, settlement, penalty or fine (including an excise tax assessed with respect to any employee benefit plan) in any such proceeding.

Provided however, such indemnification does not extend to any liability or expense the director or officer may incur on account of his or her activities which, at the time taken, were known or believed by such director or officer to be clearly in conflict with the best interests of the corporation

Pursuant to Section 55-8-51 of NC BCA, a North Carolina corporation may indemnify a director against liability in any proceeding to which the director is made a party because of his status as such if the director (i) conducted himself in good faith, (ii) reasonably believed that his conduct in his official capacity was in the corporation's best interests and, in all other cases, that his conduct was at least not opposed to the corporation's best interests and (iii) in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

Pursuant to Section 55-8-52 of the NC BCA, a North Carolina corporation is required to indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director against reasonable expenses incurred by him in connection with the proceeding.

Pursuant to Section 55-8-54 of the NC BCA, the court may order indemnification of a director of a North Carolina corporation in any proceeding to which the director is a party if the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

The term "proceeding" as used herein includes any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding (and any appeal therein), whether formal or informal and whether or not brought by or on behalf of the corporation.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Index to Exhibits

Exhibit Number	Description of Exhibit
4.1	<u>Amended and Restated Articles of Incorporation of the Company (incorporated herein by reference to Exhibit 3.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 1996).</u>
4.1A	<u>Amendment to Amended and Restated Articles of Incorporation dated May 29, 1996 (incorporated herein by reference to Exhibit 3.1A to the Company's Annual Report on Form 10-K for the year ended December 31, 1996).</u>
4.1B	<u>Amendment to Amended and Restated Articles of Incorporation dated August 20, 1998 (incorporated herein by reference to Exhibit 3.1B to the Company's Annual Report on Form 10-K for the year ended December 31, 1998).</u>

Exhibit Number	Description of Exhibit
4.1C	<u>Amendment to Amended and Restated Articles of Incorporation dated September 30, 1999 (incorporated herein by reference to Exhibit 3.1C to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).</u>
4.1D	<u>Amendment to Amended and Restated Articles of Incorporation dated November 10, 2005 (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated November 10, 2005).</u>
4.1E	<u>Amendment to Amended and Restated Articles of Incorporation dated June 13, 2007 (incorporated herein by reference to Exhibit 3.1E to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007).</u>
4.1F	<u>Articles of Amendment to Amended and Restated Articles of Incorporation dated August 27, 2008 (incorporated herein by reference to Exhibit 3.1(f) of the Company's Current Report on Form 8-K dated August 29, 2008).</u>
4.1G	<u>Articles of Amendment to Amended and Restated Articles of Incorporation of Tanger Factory Outlet Centers, Inc. dated May 18, 2011 (incorporated herein by reference to Exhibit 3.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011).</u>
4.1H	<u>Articles of Amendment to Amended and Restated Articles of Incorporation of Tanger Factory Outlet Centers, Inc. dated May 24, 2012 (incorporated herein by reference to Exhibit 3.1H of the Company's and Tanger Properties Limited Partnership's Form S-3 dated June 7, 2012).</u>
4.2	<u>By-Laws of Tanger Factory Outlet Centers, Inc. restated to reflect all amendments through May 18, 2012 (incorporated by reference to Exhibit 3.2 to the Company's and Tanger Properties Limited Partnership's Form S-3 dated June 7, 2012).</u>
4.3	<u>Specimen Common Share certificate (incorporated by reference to Exhibit 4.1 to the Company's and Tanger Properties Limited Partnership's Registration Statement on Form S-4, filed April 9, 2009, as amended, Registration Nos. 333-158503)</u>
5.1*	<u>Opinion of Womble Bond Dickinson (US) LLP.</u>
23.1*	<u>Consent of Deloitte & Touche LLP.</u>
23.2*	<u>Consent of Womble Bond Dickinson (US) LLP (included in Exhibit 5.1).</u>
24.1*	<u>Powers of Attorney (included on the signature page of the Registration Statement).</u>
99.1*	<u>Form of Inducement Restricted Share Award Agreement.</u>
99.2*	<u>Form of Inducement Option Award Agreement.</u>

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Greensboro, State of North Carolina, on April 10, 2020.

TANGER FACTORY OUTLET CENTERS, INC.

By: /s/ James F. Williams

James F. Williams

Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each of the undersigned officers and directors of the Registrant hereby severally constitutes and appoints James F. Williams and Chad D. Perry as the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities (unless revoked in writing) to sign this Registration Statement on Form S-8, and any and all amendments thereto, including any post-effective amendments as well as any related registration statement (or amendment thereto) filed in reliance upon Rule 462(b) under the Securities Act, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting to such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might and could do in person hereby ratifying and confirming all that said attorney-in-fact and agent or his or her substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ David B. Henry</u> David B. Henry	Non-Executive Chairman of the Board of Directors	April 10, 2020
<u>/s/ Steven B. Tanger</u> Steven B. Tanger	Director, Chief Executive Officer (principal executive officer)	April 10, 2020
<u>/s/ James F. Williams</u> James F. Williams	Executive Vice President and Chief Financial Officer (principal financial officer)	April 10, 2020
<u>/s/ Thomas J. Guerrieri Jr.</u> Thomas J. Guerrieri Jr.	Vice President, Chief Accounting Officer and Controller (principal accounting officer)	April 10, 2020
<u>/s/ William G. Benton</u> William G. Benton	Director	April 10, 2020
<u>/s/ Jeffrey B. Citrin</u> Jeffrey B. Citrin	Director	April 10, 2020

Signature	Title	Date
<u>/s/ Thomas J. Reddin</u> Thomas J. Reddin	Director	April 10, 2020
<u>/s/ Thomas E. Robinson</u> Thomas E. Robinson	Director	April 10, 2020
<u>/s/ Bridget M. Ryan-Berman</u> Bridget M. Ryan-Berman	Director	April 10, 2020
<u>/s/ Allan L. Schuman</u> Allan L. Schuman	Director	April 10, 2020
<u>/s/ Susan E. Skerritt</u> Susan E. Skerritt	Director	April 10, 2020
<u>/s/ Luis A. Ubiñas</u> Luis A. Ubiñas (Back To Top)	Director	April 10, 2020

Section 2: EX-5.1 (EX-5.1)

Exhibit 5.1

womblebonddickinson.com



Womble Bond Dickinson (US) LLP

One West Fourth Street
Winston-Salem, NC 27101

t: 336.721.3600
f: 336.721.3660

April 10, 2020

Tanger Factory Outlet Centers, Inc.
3200 Northline Avenue, Suite 360
Greensboro, North Carolina 27408

Re: Registration Statement on Form S-8 Relating to Restricted Share Award and Option Agreements

Ladies and Gentlemen:

We have acted as counsel to Tanger Factory Outlet Centers, Inc., a North Carolina corporation (the “Company”), and Tanger Properties Limited Partnership, a North Carolina limited partnership (the “Operating Partnership”), in connection with the preparation of the Company’s above-referenced registration statement on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “1933 Act”), filed by the Company with the U.S. Securities and Exchange Commission (the “Commission”) on the date hereof. The Registration Statement relates to up to 1,389,308 shares of the Company’s common shares, \$0.01 par value (the “Shares”), which are to be offered and sold pursuant to two Restricted Share Agreements and a Non-Qualified Share Option Agreement, each dated April 10, 2020, the forms of which have been filed as Exhibits 99.1 and 99.2, respectively, to the Registration Statement. This opinion is provided pursuant to the requirements of Item 8(a) of Form S-8 and Item 601(b)(5) of Regulation S-K.

As the Company’s counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Company’s articles of incorporation and bylaws, each as amended to date, the Amended and Restated Agreement of Limited Partnership of the Operating Partnership, as amended to date, and minutes and records of the corporate proceedings of the Company relating to the filing of the Registration Statement and the issuance of the Shares, as provided to us by the Company, certificates of public officials and of representatives of the Company, and statutes and other instruments and documents, as a basis for the opinions hereinafter expressed.

In rendering this opinion, we have relied upon certificates of public officials and representatives of the Company with respect to the accuracy of the factual matters contained in such certificates.

In connection with such examination, we have assumed (a) the genuineness of all signatures and the legal capacity of all signatories; (b) the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or photostatic copies; and (c) the proper issuance and accuracy of certificates of public officials and representatives of the Company. In rendering opinions as to future events, we have assumed the facts and law existing on the date hereof.

Based on and subject to the foregoing, and having regard for such legal considerations as we deem relevant, it is our opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company, and, upon issuance, delivery and payment therefor in the manner contemplated by the Restricted Share Agreements or the Non-Qualified Share Option Agreement, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited to the laws of the State of North Carolina, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to any reference to the name of our firm in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Womble Bond Dickinson (US) LLP

Womble Bond Dickinson (US) LLP

CJG

TCF

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Section 3: EX-23.1 (EX-23.1)

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 19, 2020 relating to the financial statements of Tanger Factory Outlet Centers, Inc. and subsidiaries and the effectiveness of Tanger Factory Outlet Centers, Inc. and subsidiaries' internal control over financial reporting, appearing in the Annual Report on Form 10-K of Tanger Factory Outlet Centers, Inc. and subsidiaries for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Charlotte, NC

April 10, 2020

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Section 4: EX-99.1 (EX-99.1)

Exhibit 99.1

RESTRICTED SHARE AGREEMENT

THIS RESTRICTED SHARE AGREEMENT (this "**Agreement**") is made effective as of April 10, 2020, between Tanger Factory Outlet Centers, Inc., a corporation organized under the laws of the State of North Carolina (the "**Company**"), Tanger Properties Limited Partnership, a limited partnership organized under the laws of the State of North Carolina (the "**Partnership**"), and Stephen Yalof (the "**Restricted Shareholder**").

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the "**Committee**") has determined it is in the best interests of the Company and its stockholders to, as an inducement material to the decision by the Restricted Shareholder to accept employment with the Company and the Partnership, issue the Restricted Shareholder common shares of the Company, par value \$0.01 (the "**Common Shares**"), subject to certain restrictions thereon;

WHEREAS, the award of restricted shares pursuant to this Agreement (this "**Award**") is being made and granted as a stand-alone award and not granted under the Incentive Award Plan of Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership (Amended and Restated as of April 4, 2014), as further amended (the "**Plan**");

NOW, THEREFORE, in consideration of the Restricted Shareholder's agreement to accept employment with the Company and the mutual covenants hereinafter set forth the parties agree as follows:

ARTICLE I
AWARD OF RESTRICTED SHARES

Section 1.1 - Award of Restricted Shares

(a) For good and valuable consideration, on the date hereof the Company hereby issues to the Restricted Shareholder [___] Common Shares upon the terms and conditions set forth in this Agreement (the "**Restricted Shares**").

(b) This Award is being made and granted as a stand-alone award, separate and apart from, and outside of, the Plan, and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to the Agreement and the Restricted Shares as if the Restricted Shares had been granted under the Plan (including, without limitation, the provisions contained in Sections 11.1, 11.3, 11.9, 11.10 and 11.13 through 11.17, 11.22 and 11.23), and the Agreement shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the provisions of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Restricted Shares awarded under this Agreement shall not be counted for purposes of calculating the aggregate number of shares of Common Shares that may be issued or transferred pursuant to awards under the Plan as set forth in Section 2.1(a) of the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

(c) This Award is intended to constitute an “employment inducement award” under New York Stock Exchange (“NYSE”) Listing Rule 303A.08, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity compensation. This Agreement and the terms and conditions of the Restricted Shares shall be interpreted in accordance and consistent with such exemption.

Section 1.2 – Consideration to Company

In consideration for the issuance of Restricted Shares by the Company, the Restricted Shareholder agrees to render faithful and efficient services to the Partnership, the Company or any Subsidiary (as applicable), with such duties and responsibilities as shall from time to time be prescribed. Nothing in this Agreement shall confer upon the Restricted Shareholder any right to continue in the service of the Partnership, the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Partnership, the Company or any Subsidiary, which are hereby expressly reserved, to discharge the Restricted Shareholder at any time for any reason whatsoever, with or without cause.

ARTICLE II **RESTRICTIONS**

Section 2.1 – Forfeiture of Restricted Shares

Immediately upon the Restricted Shareholder’s Termination of Employment (defined consistent with the Plan), the Restricted Shareholder shall forfeit any and all Restricted Shares then subject to Restrictions and the Restricted Shareholder’s rights in any Restricted Shares then subject to Restrictions shall lapse; provided, however, no such forfeiture shall exist in the event of Restricted Shareholder’s Termination of Employment (including Termination of Employment within twenty-four (24) months following a Change of Control):

- (a) by the Company or the Partnership other than for Cause;
- (b) by the Restricted Shareholder for Good Reason; or
- (c) due to Restricted Shareholder’s death or Disability;

For purposes of this Agreement, the term “**Restrictions**” shall mean the exposure to forfeiture set forth in this Section 2.1 and the restrictions on sale or other transfer set forth in Sections 2.4 and 2.5 and the terms “**Cause**”, “**Change of Control**”, “**Good Reason**” and “**Disability**” shall have the same meanings as those terms may have in the employment contract by and among the Restricted Shareholder, the Company and the Partnership, dated April 6, 2020.

Section 2.2 - Legend

Certificates representing Restricted Shares issued pursuant to this Agreement shall, until all Restrictions lapse and new certificates are issued (or evidenced through book entry) pursuant to Section 2.3(c) hereof, bear the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO FORFEITURE, REACQUISITION AND CERTAIN RESTRICTIONS ON TRANSFERABILITY UNDER THE TERMS OF THAT CERTAIN RESTRICTED SHARE AGREEMENT BY AND BETWEEN TANGER FACTORY OUTLET CENTERS, INC., TANGER PROPERTIES LIMITED PARTNERSHIP AND THE REGISTERED OWNER OF SUCH SECURITIES, AND SUCH SECURITIES MAY NOT BE, DIRECTLY OR INDIRECTLY, OFFERED, TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES, EXCEPT PURSUANT TO THE PROVISIONS OF SUCH AGREEMENT.”

Section 2.3 - Lapse of Restrictions

(a) Subject to Sections 2.1 and 3.4 hereof, the Restrictions shall lapse in accordance with the following schedule:

Date	Portion of Restricted Shares No Longer Subject to Restrictions
April 10, 2021	One-third of the Restricted Shares
April 10, 2022	One-third of the Restricted Shares
April 10, 2023	One-third of the Restricted Shares

(b) Notwithstanding the foregoing, the Restriction shall lapse with respect to any remaining Restricted Shares upon the Restricted Shareholder’s Termination of Employment (A) by the Company or the Partnership other than for Cause, (B) by Restricted Shareholder for Good Reason, or (C) due to Restricted Shareholder’s death or Disability (including, without limitation, any such Termination of Employment within twenty-four (24) months following a Change of Control).

(c) Upon the lapse of the Restrictions, the Company shall cause new certificates to be issued (or evidenced through book entry) with respect to such shares and delivered to the Restricted Shareholder or his or her legal representative, free from the legend provided for in Section 2.2 hereof and any of the other Restrictions. Notwithstanding the foregoing, no such new certificate shall be delivered to the Restricted Shareholder or his or her legal representative (or evidenced through book entry) unless and until the Restricted Shareholder or his or her legal representative shall have paid to the Company or the Partnership, as applicable, the full amount of all federal, state, local and foreign taxes required to be withheld with respect to the grant of Restricted Shares or the lapse of the Restrictions in cash or, if approved by the Committee, in whole or in part, through:

- (1) the delivery of Common Shares owned by the Restricted Shareholder (including the Restricted Shares), duly endorsed for transfer to the Company with a fair market value on the date of delivery equal to the applicable withholding taxes;

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- (2) the delivery of property of any kind which constitutes good and valuable consideration;
 - (3) the delivery of a notice that the Restricted Shareholder has placed a market sell order with a broker with respect to Common Shares, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the applicable withholding taxes, provided that payment of such proceeds is then made to the Company upon settlement of such sale; or
 - (4) any combination of the consideration provided in the foregoing subparagraphs (1), (2), and (3).

The applicable withholding taxes may not, however, be paid by delivery of a promissory note or by a loan from the Company, the Partnership or any Subsidiary when or where such loan or other extension of credit is prohibited by law, and payment in the manner prescribed by the preceding sentences shall not be permitted to the extent that the Committee determines that payment in such manner may result in an extension or maintenance of credit, an arrangement for the extension of credit, or a renewal of an extension of credit in the form of a personal loan to or for any member of the Board or executive officer of the Company that is prohibited by Section 13(k) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) or other applicable law.

Section 2.4 – Restricted Shares Not Transferable

The Award may not may not be sold, pledged, assigned, or transferred in any manner other than by will or the laws of descent and distribution or, with the consent of the Committee, pursuant to a DRO (defined consistent with the Plan), unless and until all restrictions applicable to the Restricted Shares have lapsed. Neither the Award nor interest or right therein shall be liable for the debts, contracts or engagements of the Restricted Shareholder or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), unless and until all restrictions applicable to the Restricted Shares have lapsed, and any attempted disposition of the Award prior to the satisfaction of this condition shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

Section 2.5 – Restrictions on New Shares

In the event that the outstanding Common Shares are changed into or exchanged for a different number or kind of capital shares or other securities of the Company or of another corporation by reason of merger, consolidation, recapitalization, reclassification, share split, share dividend or combination of shares, such new or additional or different shares or securities which are issued upon conversion of or in exchange or substitution for Restricted Shares which are then subject to Restrictions shall be considered to be Restricted Shares and shall be subject to all of the Restrictions, unless the Committee provides for the expiration of the Restrictions on the Restricted Shares underlying the distribution of the new or additional or different shares or securities.

Section 2.6 – Section 83(b)

The Restricted Shareholder covenants that he or she will not make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) with respect to the receipt of any Restricted Shares without the consent of the Company, which the Company may grant or withhold in its sole discretion.

ARTICLE III MISCELLANEOUS

Section 3.1 - Holding Period and Additional Restrictions as to Ownership and Transfer

(a) Notwithstanding any provision of this Agreement to the contrary, if the Restricted Shareholder is subject to Section 16 of the Exchange Act on the date on which the Restricted Shares are granted, the Restricted Shares may not be sold, assigned or otherwise transferred or exchanged until at least six months and one day have elapsed from the date on which the Restricted Shares were granted.

(b) The Restricted Shares (whether or not the Restrictions have lapsed with respect to such Restricted Shares) shall be subject to the restrictions on ownership and transfer set forth in the Articles of Incorporation of the Company.

Section 3.2 – Conditions to Issuance of Share Certificates

Restricted Shares shall be fully paid and nonassessable. Neither the Company nor the Partnership shall be required to issue or deliver any certificate or certificates for (or evidence through book entry) shares pursuant to this Agreement prior to fulfillment of all of the following conditions:

(a) The admission of such shares to listing on all stock exchanges on which such class of shares is then listed;

(b) The completion of any registration or other qualification of such shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Committee shall, in its sole discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Committee shall, in its sole discretion, determine to be necessary or advisable;

(d) The lapse of such reasonable period of time as the Committee may from time to time establish for reasons of administrative convenience; and

(e) The receipt by the Company of payment of any applicable withholding tax to the Company or the Partnership, as required by Sections 2.3(c) and 3.9 hereof.

Section 3.3 – Escrow

(a) The Restricted Shareholder hereby authorizes and directs the Secretary of the Company (the “**Secretary**”), or such other person designated by the Company, to transfer the Restricted Shares which are subject to the Restrictions from the Restricted Shareholder to the Company or the Partnership, as applicable, in the event of forfeiture of such shares pursuant to Section 2.1.

(b) To insure the availability for delivery of the Restricted Shares upon forfeiture pursuant to Section 2.1, the Restricted Shareholder hereby appoints the Secretary, or any other person designated by the Company as escrow agent, as its attorney-in-fact to sell, assign and transfer unto the Company, such shares, if any, forfeited pursuant to this Agreement and shall, upon execution of this Agreement, deliver and deposit with the Secretary of the Company, or such other person designated by the Company, the share certificates representing the Restricted Shares or book entries evidencing the Restricted Shares, together with the share assignment duly endorsed in blank, attached hereto as Exhibit A. The Restricted Shares and share assignment shall be held by the Secretary in escrow, pursuant to the Joint Escrow Instructions of the Company and the Restricted Shareholder attached hereto as Exhibit B, until all of the Restrictions expire or shall have been removed. Upon the lapse of the Restrictions on the Restricted Shares, the escrow agent shall promptly deliver to the Restricted Shareholder the certificate or certificates representing such shares in the escrow agent’s possession belonging to the Restricted Shareholder (or evidence through book entry), and the escrow agent shall be discharged of all further obligations hereunder; provided, however, that the escrow agent shall nevertheless retain such certificate or certificates as escrow agent if so required pursuant to other restrictions imposed pursuant to this Agreement.

(c) The Company, or its designee, shall not be liable for any act it may do or omit to do with respect to holding the Restricted Shares in escrow and while acting in good faith and in the exercise of its judgment.

Section 3.4 – Ownership Limit and REIT Status.

Notwithstanding anything contained herein, the Restrictions on the Restricted Shares shall not lapse:

(a) to the extent the lapsing of such Restrictions could cause the Restricted Shareholder to be in violation of the Ownership Limit; or

(b) if, in the discretion of the Administrator, the lapsing of such Restrictions could impair the Company’s status as a real estate investment trust within the meaning of Section 856 through 860 of the Code (“**REIT**”).

Section 3.5 – Notices

Any notice to be given by the Restricted Shareholder under the terms of this Agreement shall be addressed to the Secretary of the Company. Any notice to be given to the Restricted Shareholder shall be addressed to him or her at the address given beneath his or her signature hereto. By a notice given pursuant to this Section 3.5, either party may hereafter designate a different address for notices to be given to him. Any notice which is required to be given to the Restricted Shareholder shall, if Restricted Shareholder is then deceased, be given to the Restricted

Shareholder's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 3.5. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed as set forth above.

Section 3.6 – Rights as Shareholder

Except as otherwise provided herein, upon the delivery of Restricted Shares to the escrow holder pursuant to Section 3.3 hereof, the holder of the Restricted Shares shall have all the rights of a shareholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and the right to receive all dividends or other distributions paid or made with respect to the Restricted Share.

Section 3.7 – Conformity to Securities Laws

The Restricted Shareholder acknowledges that this Agreement is intended to conform to the extent necessary with all provisions of all applicable federal and state laws, rules and regulations (including, but not limited to the Securities Act of 1933, as amended and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation the applicable exemptive conditions of Rule 16b-3) and to such approvals by any listing, regulatory, governmental authority or other applicable law, as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Notwithstanding anything herein to the contrary, the Restricted Shares are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Agreement and the Restricted Shares shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 3.8 – Amendments

This Agreement may be amended without the consent of the Restricted Shareholder; provided, however, that no such amendment shall, without the consent of the Restricted Shareholder, impair any rights of the Restricted Shareholder under this Agreement.

Section 3.9 – Tax Withholding

The Company or the Partnership, as applicable, shall be entitled to require payment in cash or deduction from other compensation payable to the Restricted Shareholder of any sums required by federal, state, local or foreign tax law to be withheld with respect to the issuance, vesting, payment or other taxable event related to the Restricted Shares. The Committee may in its discretion and in satisfaction of the foregoing requirement, or in satisfaction of any additional withholding obligations as the Restricted Shareholder may have elected, allow the Restricted Shareholder to satisfy such obligations by any payment means described in Section 2.3(c), including without limitation, electing to surrender of Common Shares. The number of Common Shares which may be so surrendered shall be no greater than the number of Common Shares which have a fair market value on the date of withholding or surrender equal to the aggregate amount of such liabilities based on the maximum statutory withholding rates in the Restricted Shareholder's jurisdiction for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income. The Committee shall determine the fair market value of the Common Shares, consistent with applicable provisions of the Code, for tax withholding obligations.

Section 3.10 – Governing Law

This Agreement shall be administered, interpreted and enforced under the internal laws of the state of North Carolina without regard to the principles of conflicts of laws thereof.

Section 3.11 – Stop Transfer Instructions

To ensure compliance with the Restrictions, the Company may issue appropriate “stop transfer” instructions to its transfer agent with respect to the Restricted Shares.

Section 3.12 – Forfeiture and Clawback

The Restricted Shareholder acknowledges and agrees that the Restricted Shares (including any proceeds, gains or other economic benefit actually or constructively received by the Restricted Shareholder upon the receipt or resale of the Restricted Shares) shall be subject to the provisions of any claw-back policy implemented by the Company, the Partnership or any Subsidiary, including, without limitation, any claw back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the Grant Date.

**TANGER FACTORY OUTLET CENTERS,
INC.,**

a corporation organized under the laws of North Carolina

By: _____

Title: _____

TANGER PROPERTIES LIMITED PARTNERSHIP, a

North Carolina Limited Partnership

By: TANGER GP TRUST, its sole General Partner

By: _____

Title:

RESTRICTED SHAREHOLDER

Stephen Yalof

EXHIBIT A TO RESTRICTED SHARES AGREEMENT
SHARE ASSIGNMENT SEPARATE FROM CERTIFICATE(S)

FOR VALUE RECEIVED, [] hereby sells, assigns and transfers unto Tanger Factory Outlet Centers, Inc., a corporation organized under the laws of North Carolina (the "**Company**"), pursuant to the forfeiture provision under that certain Restricted Share Agreement, dated April 10, 2020, by and between the undersigned, the Company, and Tanger Properties Limited Partnership, a limited partnership organized under the laws of North Carolina (the "**Agreement**"), _____ (_____) Common Shares of the Company standing in the undersigned's name on the books of the Company represented by Certificate No(s). _____ and does hereby irrevocably constitute and appoint the Company's Secretary to transfer said Common Shares on the books of the Company with full power of substitution in the premises.

This Share Assignment Separate from Certificate(s) may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the forfeiture of Common Shares issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to such forfeiture under the Agreement.

Dated: _____
(Signature)

Stephen Yalof
(Print Name)

(Instruction: Please do not fill in any blanks other than the "Signature" line and the "Print Name" line.)

EXHIBIT B TO RESTRICTED SHARES AGREEMENT
JOINT ESCROW INSTRUCTIONS

Tanger Factory Outlet Centers
3200 Northline Avenue, Suite 360
Greensboro, North Carolina 27408

Attn: Secretary

Dear Secretary of Tanger Factory Outlet Centers, Inc.:

As Escrow Agent for Tanger Factory Outlet Centers, Inc., (the “**Company**”) and the undersigned holder of Common Shares of the Company (the “**Restricted Shareholder**”), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Restricted Share Agreement (“**Agreement**”), dated [●], to which a copy of these Joint Escrow Instructions is attached as Exhibit B, in accordance with the following instructions:

1. In the event of the forfeiture of any shares pursuant to Section 2.1 of the Agreement, the Company or its assignee will give to the Restricted Shareholder and you a written notice specifying the number of Common Shares to be purchased, the purchase price, if any, and the time for a closing hereunder at the principal office of the Company. The Restricted Shareholder and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.
2. At the closing you are directed (a) to date any share assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the Common Shares to be transferred, to the Company against the simultaneous delivery to you of the purchase price (which may include suitable acknowledgment of cancellation of indebtedness) for the number of Common Shares being forfeited.
3. The Restricted Shareholder irrevocably authorizes the Company to deposit with you any certificates evidencing Common Shares to be held by you hereunder and any additions and substitutions to said shares as specified in the Agreement. The Restricted Shareholder does hereby irrevocably constitute and appoint you as the Restricted Shareholder’s attorney-in-fact and agent for the term of this escrow to execute with respect to such securities and other property all documents of assignment and/or transfer and all share certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated.
4. This escrow shall terminate upon expiration or exercise in full of the Restrictions described in the Agreement, whichever occurs first.
5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to the Restricted Shareholder, you shall deliver all of same to the Restricted Shareholder and shall be discharged of all further obligations hereunder; provided, however, that if at the time of termination of this escrow you are advised by the Company that the property subject to this escrow is the subject of a pledge or other security agreement, you shall deliver all such property to the pledgeholder or other person designated by the Company.

6. Except as otherwise provided in these Joint Escrow Instructions, your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties or their assignees. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for the Restricted Shareholder while acting in good faith and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the outlawing of any rights under any statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

11. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be Secretary of the Company or if you shall resign by written notice to each party. In the event of any such termination, the Company may appoint any officer or assistant officer of the Company as successor Escrow Agent and the Restricted Shareholder hereby confirms the appointment of such successor or successors as the Restricted Shareholder's attorney-in-fact and agent to the full extent of your appointment.

12. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

13. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

14. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or sent by telegram or fax or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the other party at the addresses set forth on the signature pages hereto or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

15. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

16. You shall be entitled to employ such legal counsel and other experts (including without limitation the firms of Latham & Watkins or Vernon, Vernon, Wooten, Brown, Andrews & Garrett, P.A.) as you may deem necessary properly to advise you in connection with your obligations hereunder. You may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefore. The Company shall be responsible for all fees generated by such legal counsel in connection with your obligations hereunder.

17. These Joint Escrow Instructions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is understood and agreed that references to "you" or "your" herein refer to the original Escrow Agent and to any and all successor Escrow Agents. It is understood and agreed that the Company may at any time or from time to time assign its rights under the Agreement and these Joint Escrow Instructions in whole or in part.

18. These Joint Escrow Instructions shall be governed by and interpreted and determined in accordance with the laws of the State of North Carolina, as such laws are applied by North Carolina courts to contracts made and to be performed entirely in North Carolina by residents of that state.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Joint Escrow Instructions have been executed and delivered by the parties hereto.

**TANGER FACTORY OUTLET CENTERS,
INC.**
a corporation organized under the laws of North
Carolina

By: _____

Address:

3200 Northline Avenue, Suite 360

Greensboro, NC 27408

RESTRICTED SHAREHOLDER

[]

Address:

ACKNOWLEDGED AND AGREED:

ESCROW AGENT

By: _____
Secretary

Address:

3200 Northline Avenue

Suite 360

Greensboro, NC 27408

[\(Back To Top\)](#)

Section 5: EX-99.2 (EX-99.2)

Exhibit 99.2

NON-QUALIFIED SHARE OPTION AGREEMENT (Inducement Award)

THIS AGREEMENT (this “**Agreement**”), dated April 10, 2020 (the “**Grant Date**”), is made by and between Tanger Factory Outlet Centers, Inc., a North Carolina corporation, hereinafter referred to as the “**Company**”, Tanger Properties Limited Partnership, a North Carolina partnership, hereinafter referred to as the “**Partnership**”, and Stephen Yalof, an employee of the Partnership, hereinafter referred to as the “**Optionee**”;

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “**Committee**”) has determined that it is in the best interests of the Company and its stockholders to, as an inducement material to the decision by the Optionee to accept employment with the Company and the Partnership, to grant the Optionee the opportunity to purchase shares of common shares of the Company, par value \$0.01 (“**Common Shares**”);

WHEREAS, the award of an option pursuant to this Agreement (this “**Award**”) is being made and granted as a stand-alone award and not granted under the Incentive Award Plan of Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership (Amended and Restated as of April 4, 2014), as further amended (the “**Plan**”);

NOW, THEREFORE, in consideration of the Optionee’s agreement to accept employment with the Company and the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I RELATION TO PLAN

Section 1.1 – Relation to Plan

This Award is being made and granted as a stand-alone award, separate and apart from, and outside of, the Plan, and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan shall apply to this Agreement and the Option (as defined below) as if the Option had been granted under the Plan (including, without limitation, the provisions contained in Sections 11.1, 11.3, 11.9, 11.10, and 11.13 through 11.17, 11.22, and 11.23), and this Agreement shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference (and any such references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the provisions of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Option awarded under this Agreement shall not be counted for purposes of calculating the aggregate number of shares of Common Shares that may be issued or transferred pursuant to awards under the Plan as set forth in Section 2.1(a) of the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

Section 1.2 – Inducement Award

This Award is intended to constitute an “employment inducement award” under New York Stock Exchange (“NYSE”) Listing Rule 303A.08, and consequently is intended to be exempt from the NYSE rules regarding shareholder approval of equity-compensation plans. This Agreement and the terms and conditions of the Option shall be interpreted in accordance and consistent with such exemption.

**ARTICLE II
GRANT OF OPTION**

Section 2.1—Grant of Option

In consideration of the Optionee's agreement to remain in the employ of the Partnership and for other good and valuable consideration, on the date hereof the Company irrevocably grants to the Optionee an option to purchase 1,000,000 Common Shares (the "**Option**") upon the terms and conditions set forth in this Agreement.

Section 2.2—Purchase Price

The purchase price of the Common Shares covered by the Option shall be \$7.15 per Common Share without commission or other charge, which is equal to the closing price of the Common Shares, on the exchange on which the Common Shares are trading, on the trading day previous to the Grant Date.

Section 2.3—Consideration to Company

In consideration of the granting of the Option by the Company, the Optionee agrees to render faithful and efficient services to the Company and the Partnership. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ of the Partnership or shall interfere with or restrict in any way the rights of the Partnership, which are hereby expressly reserved, to discharge the Optionee at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Partnership and Optionee.

Section 2.4—Adjustments in Option

The Optionee acknowledges and agrees that the Option is subject to adjustment, modification and termination in certain events, as consistent with Section 11.3 of the Plan.

**ARTICLE III
PERIOD OF VESTING AND EXERCISABILITY**

Section 3.1—Commencement of Vesting and Exercisability

(a) Subject to Sections 3.1(b) and 3.1(c), the Option shall become vested in four (4) cumulative installments as follows:

(i) The first installment shall consist of twenty-five percent (25%) of the Common Shares covered by the Option and shall become vested on December 31, 2020.

(ii) The second installment shall consist of twenty-five percent (25%) of the Common Shares covered by the Option and shall become vested on December 31, 2021.

(iii) The third installment shall consist of twenty-five percent (25%) of the Common Shares covered by the Option and shall become vested on December 31, 2022.

(iv) The fourth installment shall consist of twenty-five percent (25%) of the Common Shares covered by the Option and shall become vested on December 31, 2023.

(b) Subject to Section 3.1(c), no portion of the Option that is unvested at Termination of Employment (defined consistent with the Plan) shall thereafter become vested, and upon Termination of Employment, the Optionee's rights with respect to such unvested portion shall immediately terminate, and the Optionee shall be entitled to no future payments or benefits with respect thereto.

(c) Upon the Optionee's Termination of Employment by the Company or the Partnership other than for Cause, due to death or Disability or by the Optionee's resignation for Good Reason, in each case prior to December 31, 2023, the Option shall, in addition to the portion vested prior to the time of such termination of employment, become vested with respect to a number of Common Shares equal to the product of (i) 25% of the Common Shares covered by the Option and (ii) a fraction, the numerator of which is the number of days that elapsed between January 1 of the calendar year of termination and the date of Termination of Employment and the denominator of which is 365 (or, in the case of Termination of Employment in 2020, the number of days from the Grant Date through December 31, 2020); provided that, notwithstanding the foregoing, to the extent such Termination of Employment occurs within 24 months after a Change of Control, the Option shall become fully vested with respect to all Common Shares covered thereby upon the date of such Termination of Employment.

(d) Subject to Section 3.3, the portion of the Option that becomes vested pursuant to this Section 3.1 shall become exercisable on the later of (i) first day following the Grant Date on which the Fair Market Value (determined consistent with the Plan) of a Common Share equals or exceeds 110% of the purchase price set forth in Section 2.2 (rounded up to the nearest cent) or (ii) the date such portion becomes vested; provided that, notwithstanding the foregoing (but subject to Section 3.3), upon the Optionee's Termination of Employment by the Company or the Partnership other than for Cause, due to death or Disability or by the Optionee's resignation for Good Reason within 24 months after a Change of Control, the Option shall become fully exercisable with respect to all Common Shares covered thereby upon the date of such Termination of Employment.

(e) For purposes of this Agreement, "**Cause**", "**Change of Control**", "**Good Reason**" and "**Disability**" shall have the meaning as such term is defined in the Employment Agreement, by and among the Company, the Partnership and the Optionee, dated April 6, 2020.

Section 3.2—Duration of Exercisability

The installments provided for in Section 3.1(a) are cumulative. Each such installment that becomes vested and exercisable pursuant to Section 3.1 shall remain exercisable until it becomes un-exercisable under Section 3.3.

Section 3.3—Expiration of Option

The Option may not be exercised to any extent by anyone after the first to occur of the following events:

- (a) The expiration of ten (10) years from the Grant Date; or
- (b) The date of the Optionee's Termination of Employment by reason of Termination of Employment by the Company or Partnership for Cause; or
- (c) The expiration of three (3) months from the date of the Optionee's Termination of Employment other than by reason of (i) Termination of Employment by the Company or Partnership for Cause, (ii) the Optionee's death or (iii) the Optionee's Disability; or
- (d) The expiration of one (1) year from the date of the Optionee's Termination of Employment by reason of his death or Disability.

ARTICLE IV EXERCISE OF OPTION

Section 4.1—Person Eligible to Exercise

During the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the death of the Optionee, any exercisable portion of the Option may, prior to the time when the Option becomes un-exercisable under Section 3.3, be exercised by the Optionee's personal representative or by any person empowered to do so under the Optionee's will or under the then applicable laws of descent and distribution.

Section 4.2—Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes un-exercisable under Section 3.3; *provided, however*, that each partial exercise shall be for not less than five hundred (500) Common Shares and shall be for whole Common Shares only.

Section 4.3—Manner of Exercise

The Option, or any exercisable portion thereof, may be exercised solely by delivery of all of the following to the Secretary of the Company (the "**Secretary**") (or any third-party administrator or other person or entity designated by the Company for such purpose) prior to the time when the Option or such portion becomes un-exercisable under Section 3.3.

- (a) Written or electronic notice signed by the Optionee or any other person then entitled to exercise the Option or portion pursuant to Section 4.1, stating that the Option or portion is thereby exercised, such notice complying with all applicable rules established by the Committee; and

(b) Full payment of the exercise price and applicable withholding taxes to the Secretary for the shares with respect to which the Option, or portion thereof, is exercised in cash or, if approved by the Committee, in whole or in part, through:

(i) the delivery of Common Shares owned by the Optionee, duly endorsed for transfer to the Company with a fair market value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof and applicable withholding taxes, as applicable;

(ii) the surrender of Common Shares then issuable upon exercise of the Option having a fair market value on the date of Option exercise equal to the aggregate exercise price of the Option or exercised portion thereof and applicable withholding taxes, as applicable;

(iii) the delivery of property of any kind which constitutes good and valuable consideration;

(iv) the delivery of a notice that the Optionee has placed a market sell order with a broker with respect to Common Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the exercise price of the Option or exercised portion thereof and applicable withholding taxes, as applicable, provided that payment of such proceeds is then made to the Company upon settlement of such sale; or

(v) any combination of cash and the consideration provided in the foregoing subparagraphs (i), (ii), (iii) and (iv).

The Option may not be exercised, however, by delivery of a promissory note or by a loan from the Company, the Partnership or any Subsidiary when or where such loan or other extension of credit is prohibited by law, and payment in the manner prescribed by the preceding sentences shall not be permitted to the extent that the Committee determines that payment in such manner may result in an extension or maintenance of credit, an arrangement for the extension of credit, or a renewal of an extension of credit in the form of a personal loan to or for any member of the Board or executive officer of the Company that is prohibited by Section 13(k) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) or other applicable law.

(c) Such representations and documents as the Committee, in its sole discretion, deems necessary or advisable to effect compliance with all applicable provisions of the Securities Act of 1933, as amended (the “**Securities Act**”), and any other federal or state securities laws or regulations and any other applicable law. The Committee may, in its sole discretion, also take whatever additional actions it deems appropriate to effect such compliance, including placing legends on share certificates or book entries evidencing Common Shares and issuing stop-transfer notices to agents and registrars; and

(d) Full payment to the Company (or other employer entity) of all amounts that, under federal, state or local tax law, it is required to withhold upon exercise of the Option (i) in cash or check or (ii) with the consent of the Committee, in (A) Common Shares owned by the Optionee duly endorsed for transfer, or (B) Common Shares issuable to the Optionee upon exercise of the Option may be used to make all or part of such payment; and

(e) In the event the Option or portion shall be exercised by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option, as determined in the sole discretion by the Committee.

Section 4.4—Conditions to Issuance of Common Shares

The Common Shares deliverable upon the exercise of the Option, or any portion thereof, shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificate or certificates for (or evidence through book entry) Common Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

- (a) The admission of such Common Shares to listing on all stock exchanges on which such class of Common Shares is then listed; and
- (b) The completion of any registration or other qualification of such Common Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body that the Committee shall, in its absolute discretion, deem necessary or advisable; and
- (c) The obtaining of any approval or other clearance from any state or federal governmental agency that the Committee shall, in its absolute discretion, determine to be necessary or advisable; and
- (d) The payment to the Company (or other employer entity) of all amounts that, under federal, state or local tax law, it is required to withhold upon exercise of the Option.

Section 4.5—Issuance of Common Shares

Upon exercise of the Option and satisfaction of the delivery requirements set forth in Section 4.3 and the conditions to the issuance of the Common Shares set forth in Section 4.4, the Company shall issue to the Optionee or the person authorized to exercise the Option under Section 4.1 the Common Shares with respect to which the Option was exercised. Such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company.

ARTICLE V OTHER PROVISIONS

Section 5.1—Administration

The Committee shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of this Agreement and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Optionee, the Company, the Partnership, the Subsidiaries and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to this Agreement or the Option.

Section 5.2—Option Not Transferable

The Award may not be sold, pledged, assigned, or transferred in any manner other than by will or the laws of descent and distribution or, with the consent of the Committee, pursuant to a DRO (defined consistent with the Plan), unless and until the Award has been exercised (if applicable), the Common Shares underlying the Award have been issued, and all restrictions applicable to such Common Shares, if any, have lapsed. Neither the Award nor interest or right therein shall be liable for the debts, contracts or engagements of the Optionee or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), unless and until the Award has been exercised, or the Common Shares underlying such Award have been issued, and all restrictions applicable to such Common Shares have lapsed, and any attempted disposition of the Award prior to the satisfaction of these conditions shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

Section 5.3—Rights as Shareholders

The Optionee shall not be, nor have the rights or privileges of, a shareholder of the Company, including voting rights and rights to dividends, in respect of any Common Shares purchasable upon exercise of any part of the Option unless and until such Common Shares have been issued by the Company and held of record by the Optionee (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for any dividend or other right for which the record date is prior to the date the Common Shares are so issued, except as consistent with Section 11.3 of the Plan.

Section 5.4—Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary at the Company's principal address, and any notice to be given to the Optionee shall be addressed to the Optionee at the Optionee's last address reflected in the Company's records. By a notice given pursuant to this Section 5.4, either party may hereafter designate a different address for notices to be given to such party. Any notice that is required to be given to the Optionee shall, if the Optionee is then deceased, be given to the person entitled to exercise the Option pursuant to Section 4.1 if such person has previously informed the Company of his status and address by written notice under this Section 5.4. Any notice shall be deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 5.5—Titles and Construction

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

Section 5.6 – Tax Withholding

The Company or the Partnership, as applicable, shall be entitled to require payment in cash or deduction from other compensation payable to the Optionee of any sums required by federal, state, local, or foreign tax law to be withheld with respect to the issuance, vesting, exercise, payment or other taxable event related to the Award. The Committee may in its discretion and in satisfaction of the foregoing requirement, or in satisfaction of any additional withholding obligations as the Optionee may have elected, allow the Optionee to satisfy such obligations by any payment means described in Section 4.3(b)(i) through (v) hereof, including without limitation, by electing to have the Company or the Partnership, as applicable, withhold Common Shares otherwise issuable under the Award (or allow the surrender of Common Shares). The number of Common Shares which may be so withheld or surrendered shall be no greater than the number of Common Shares which have a fair market value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the maximum statutory withholding rates in the Optionee's applicable jurisdiction for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income. The Committee shall determine the fair market value of the Common Shares, consistent with applicable provisions of the Code, for tax withholding obligations due in connection with a broker-assisted cashless Option exercise involving the sale of Common Shares to pay the Option exercise price or any tax withholding obligation.

Section 5.7—Governing Law

This Agreement has been negotiated and executed in, and shall be administered, interpreted and enforced under the laws of, the State of North Carolina without regard to the principles of conflicts of law thereof.

Section 5.8—Conformity to Securities Laws

The Optionee acknowledges that this Agreement is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including Rule 16b-3, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 5.9—Consents

The Optionee's rights in respect of the Option are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including the Optionee's consenting to the Company's supplying to any third-party recordkeeper of this Award such personal information as the Committee deems advisable to administer this Award).

Section 5.10—Amendments, Suspension and Termination

This Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee, to the extent such amendment or alteration would have otherwise been permitted under the terms of the Plan if this Award had been granted under the Plan; *provided* that, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of the Optionee.

Section 5.11—Successors and Assigns

The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 5.2, this Agreement shall be binding upon the Optionee and his heirs, executors, administrators, successors and assigns.

Section 5.12—Section 409A

The Option is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A and this Agreement shall be interpreted accordingly.

Section 5.13—Limitation on Optionee’s Rights

This Agreement confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. The Optionee shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Common Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

Section 5.14 – Forfeiture and Clawback

The Optionee acknowledges and agrees that the Option (including any proceeds, gains or other economic benefit actually or constructively received by the Optionee upon any receipt or exercise of the Option or upon the receipt or resale of any Common Shares underlying the Option) shall be subject to the provisions of any claw-back policy implemented by the Company, the Partnership or any Subsidiary, including, without limitation, any claw back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the Grant Date.

TANGER FACTORY OUTLET CENTERS, INC.

By: _____
James F. Williams
Executive Vice President, Chief Financial Officer

TANGER PROPERTIES LIMITED PARTNERSHIP

By: TANGER GP TRUST, its sole general partner

By: _____
James F. Williams
Executive Vice President, Chief Financial Officer

Optionee:

Signature

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