United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2001

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _________ to _________

Commission file number 1-11986

TANGER FACTORY OUTLET CENTERS, INC.
(Exact name of Registrant as specified in its charter)

North Carolina	56-1815473
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3200 Northline Avenue Suite 360	
Greensboro, NC 27408	(336) 292-3010
(Address of principal executive offices)	Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of exchange on which registered
Common Shares, $.01 par value	New York Stock Exchange
Series A Cumulative Convertible Redeemable Preferred Shares, $.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.[ ]

The aggregate market value of voting shares held by non-affiliates of the Registrant was approximately $210,639,411 based on the closing price on the New York Stock Exchange for such stock on March 15, 2002.

The number of Common Shares of the Registrant outstanding as of March 1, 2002 was 7,930,111.

Documents Incorporated By Reference

Part III incorporates certain information by reference from the Registrant's definitive proxy statement to be filed with respect to the Annual Meeting of Shareholders to be held May 17, 2002.

PART I

Item 1. Business

The Company

Tanger Factory Outlet Centers, Inc. (the "Company"), a fully-integrated, self-administered and self-managed real estate investment trust ("REIT"), focuses exclusively on developing, acquiring, owning and operating factory outlet centers. Since entering the factory outlet center business 21 years ago, we have become one of the largest owners and operators of factory outlet centers in the United States. As of December 31, 2001, we owned and operated 29 centers with a total gross leasable area ("GLA") of approximately 5.3 million square feet. These centers were approximately 96% occupied, contained approximately

1,150 stores and represented over 250 store brands as of such date.

Our factory outlet centers and other assets are held by, and all of our operations are conducted by, Tanger Properties Limited Partnership (the "Operating Partnership"). Accordingly, the descriptions of our business, employees and properties are also descriptions of the business, employees and properties of the Operating Partnership. The terms "we", "our" and "us" refer to the Company or the Company and the Operating Partnership together, as the text requires.

We own the majority of the units of partnership interest issued by the Operating Partnership (the "Units") through our two wholly-owned subsidiaries, the Tanger GP Trust and the Tanger LP Trust. The Tanger GP Trust controls the Operating Partnership as its sole general partner. The Tanger LP Trust holds a limited partnership interest. The Tanger family, through its ownership of the Tanger Family Limited Partnership ("TFLP"), holds the remaining Units as a limited partner. Stanley K. Tanger, the Company's Chairman of the Board and Chief Executive Officer, is the sole general partner of TFLP.

As of December 31, 2001, our wholly-owned subsidiaries owned 7,929,711 Units, and 80,600 Preferred Units (which are convertible into approximately 726,203 limited partnership Units) and TFLP owned 3,033,305 Units. TFLP's Units are exchangeable, subject to certain limitations to preserve our status as a REIT, on a one-for-one basis for our common shares. See "Business-The Operating Partnership". Preferred Units are automatically converted into limited partnership Units to the extent of any conversion of our preferred shares into our common shares. Our management beneficially owns approximately 27% of all outstanding common shares (assuming the Series A Preferred Shares and the limited partner's Units are exchanged for common shares but without giving effect to the exercise of any outstanding stock and partnership Unit options).

Ownership of our common and preferred shares is restricted to preserve our status as a REIT for federal income tax purposes. Subject to certain exceptions, a person may not actually or constructively own more than 4% of our common shares (including common shares which may be issued as a result of conversion of Series A Preferred Shares) or more than 29,400 Series A Preferred Shares (or a lesser number in certain cases). We also operate in a manner intended to enable us to preserve our status as a REIT, including, among other things, making distributions with respect to our outstanding common and preferred shares equal to at least 90% of our taxable income each year.

We are a North Carolina corporation that was formed in March 1993. The executive offices are currently located at 3200 Northline Avenue, Suite 360, Greensboro, North Carolina, 27408 and the telephone number is (336) 292-3010.

Recent Developments

At December 31, 2001, we owned 29 centers in 20 states totaling 5,332,000 square feet of operating GLA compared to 29 centers in 20 states totaling 5,179,000 square feet of operating GLA as of December 31, 2000. The increase is primarily due to the completion of the expansion at our San Marcos, TX center during 2001. The center now contains over 441,000 square feet of gross leasable space.

In September 2001, we established a 50% ownership joint venture, TWMB Associates, LLC ("TWMB"), with respect to our Myrtle Beach, South Carolina project with Rosen-Warren Myrtle Beach LLC ("Rosen-Warren") and began construction on the first phase of a new 400,000 square foot Tanger Outlet Center in Myrtle Beach, SC. The first phase will consist of approximately 260,000 square feet and include over 50 brand name outlet tenants. Stores are tentatively expected to begin opening in July of 2002. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Joint Ventures and Other Developments" for a discussion of the formation and purpose of TWMB.

We have an option to purchase the retail portion of a site at the Bourne Bridge Rotary in Cape Cod, Massachusetts. Obtaining appropriate approvals for the Bourne project from the local authorities continues to be a challenge and consequently, we are reviewing the viability of maintaining an option on the property.

Any developments or expansions that we, or a joint venture that we are involved in, have planned or anticipated, may not be started or completed as scheduled, or may not result in accretive funds from operations. In addition, we regularly evaluate acquisition or disposition proposals and engage from time to time in negotiations for acquisitions or dispositions of properties. We may also enter into letters of intent for the purchase or sale of properties. Any prospective acquisition or disposition that is being evaluated or which is subject to a letter of intent may not be consummated, or if consummated, may not result in accretive funds from operations.

During 2001, we continued to maintain strong relationships with multiple sources of capital. We completed the following debt transactions during the year:

- In February 2001, the Operating Partnership issued $100 million of 9.125% senior, unsecured notes, maturing on February 15, 2008. The net proceeds of $97 million were used to repay all of the outstanding indebtedness under the $75 million 8.75% notes which were due March 11, 2001. The net proceeds were also used to repay the $20 million LIBOR plus 2.25% term loan due January 2002 with Fleet National Bank and Bank of America. The remaining proceeds were used for general operating purposes.

- In March 2001, we entered into a five year collateralized loan with Wells Fargo Bank for $24 million at a variable rate of LIBOR plus 1.75%. The proceeds were used to reduce amounts outstanding under existing lines of credit. Additionally, on March 26, 2001, we extended the maturity date of our existing $29.5 million term loan with Wells Fargo Bank from July 2005 to March 2006.

- In May 2001, we entered into an eight year collateralized loan with John Hancock Life Insurance Company for $19.45 million at a fixed rate of 7.98%. The proceeds were used to reduce amounts outstanding under existing lines of credit.

- We extended the maturities of our three unsecured lines of credit totaling $75 million with Bank of America, Fleet National Bank and SouthTrust Bank until June 30, 2003.

During the fourth quarter of 2001, we purchased at par approximately $14.5 million of our outstanding 7.875% senior, unsecured public notes that mature in October 2004. The purchases were funded by amounts available under our unsecured lines of credit which do not mature until June 2003 as mentioned above. Additionally during the first quarter of 2002, we have purchased at par or below, an additional $4.9 million of the October 2004 notes bringing the total purchased to $19.4 million.

The Factory Outlet Concept

Factory outlets are manufacturer-operated retail stores that sell primarily first quality, branded products at significant discounts from regular retail prices charged by department stores and specialty stores. Factory outlet centers offer numerous advantages to both consumers and manufacturers. Manufacturers selling in factory outlet stores are often able to charge customers lower prices for brand name and designer products by eliminating the third party retailer. Factory outlet centers also typically have lower operating costs than other retailing formats. Factory outlet centers enable manufacturers to optimize the size of production runs while continuing to maintain control of their distribution channels. In addition, factory outlet centers benefit manufacturers by permitting them to sell out-of-season, overstocked or discontinued merchandise without alienating department stores or hampering the manufacturer's brand name, as is often the case when merchandise is distributed via discount chains.

Our factory outlet centers range in size from 11,000 to 729,238 square feet of GLA and are typically located at least 10 miles from densely populated areas, where major department stores and manufacturer-owned full-price retail stores are usually located. Manufacturers prefer these locations so that they do not compete directly with their major customers and their own stores. Many of our factory outlet centers are located near tourist destinations to attract tourists who consider shopping to be a recreational activity. These centers are typically situated in close proximity to interstate highways that provide accessibility and visibility to potential customers.

We believe that factory outlet centers continue to present attractive opportunities for capital investment, particularly with respect to strategic re-merchandising plans and expansions of existing centers. We believe that under present conditions such development or expansion costs, coupled with current market lease rates, permit attractive investment returns. We further believe, based upon our contacts with present and prospective tenants, that many companies, including prospective new entrants into the factory outlet business, desire to open a number of new factory outlet stores in the next several years, particularly where there are successful factory outlet centers in which such companies do not have a significant presence or where there are few factory outlet centers.

Our Factory Outlet Centers

Each of our factory outlet centers carries the Tanger brand name. We believe that both national manufacturers and consumers recognize the Tanger brand as one that provides outlet shopping centers where consumers can trust the brand, quality and price of the merchandise they purchase directly from the manufacturers.

As one of the original participants in this industry, we have developed long-standing relationships with many national and regional manufacturers. Because of our established relationships with many manufacturers, we believe we are well positioned to capitalize on industry growth.

As of March 1, 2002, we had a diverse tenant base comprised of over 250 different well-known, upscale, national designer or brand name concepts, such as Dana Buchman, Liz Claiborne, Reebok, Nike, Tommy Hilfiger, Brooks Brothers, Nautica, Coach, Polo Ralph Lauren, GAP, Old Navy and Banana Republic. Most of the factory outlet stores are directly operated by the respective manufacturer.

No single tenant (including affiliates) accounted for 10% or more of combined base and percentage rental revenues during 2001, 2000 and 1999. As of March 1, 2002, our largest tenant, including all of its store concepts, accounted for approximately 6.3% of our GLA. Because our typical tenant is a large, national manufacturer, we have not experienced any material problems with respect to rent collections or lease defaults.

Revenues from fixed rents and operating expense reimbursements accounted for approximately 91% of our total revenues in 2001. Revenues from contingent sources, such as percentage rents, vending income and miscellaneous income, accounted for approximately 7% of 2001 revenues. As a result, only small portions of our revenues are dependent on contingent revenue sources.

Business History

Stanley K. Tanger, the Company's founder, Chairman and Chief Executive Officer, entered the factory outlet center business in 1981. Prior to founding the Company, Stanley K. Tanger and his son, Steven B. Tanger, the Company's President and Chief Operating Officer, built and managed a successful family owned apparel manufacturing business, Tanger/Creighton Inc. ("Tanger/Creighton"), which business included the operation of five factory outlet stores. Based on their knowledge of the apparel and retail industries, as well as their experience operating Tanger/Creighton's factory outlet stores, the Tangers recognized that there would be a demand for factory outlet centers where a number of manufacturers could operate in a single location and attract a large number of shoppers.

From 1981 to 1986, Stanley K. Tanger solely developed the first successful factory outlet centers. Steven Tanger joined the company in 1986 and by June 1993, together, the Tangers had developed 17 centers with a total GLA of approximately 1.5 million square feet. In June of 1993, we completed our initial public offering ("IPO"), making Tanger Factory Outlet Centers, Inc. the first publicly traded outlet center company. Since our IPO, we have developed nine and acquired seven centers and, together with expansions of existing centers net of centers disposed of, added approximately 3.8 million square feet of GLA to our portfolio, bringing our portfolio of properties as of December 31, 2001 to 29 centers totaling approximately 5.3 million square feet of GLA.

Business and Operating Strategy

Our strategy is to increase revenues through new development, selective acquisitions and expansions of factory outlet centers while minimizing our operating expenses by designing low maintenance properties and achieving economies of scale. We continue to focus on strengthening our tenant base in our centers by replacing low volume tenants with high volume anchor tenants.

Effective August 7, 2000, we formed a joint venture with C. Randy Warren Jr., former Senior Vice President of Leasing of the Company. The new entity, Tanger-Warren Development, LLC ("Tanger-Warren"), was formed to identify, acquire and develop sites exclusively for us. We agreed to be co-managers of Tanger-Warren, each with 50% ownership interest in the joint venture and any entities formed with respect to a specific project.

We typically seek opportunities to develop or acquire new centers in locations that have at least 5 million people residing within an hour's drive, an average household income within a 50-mile radius of at least $35,000 per year and access to frontage on a major or interstate highway with a traffic count of at least 50,000 cars per day. We will vary our minimum conditions based on the particular characteristics of a site, especially if the site is located near or at a tourist destination. Our current goal is to target sites that are large enough to support centers with approximately 75 stores totaling at least 300,000 square feet of GLA.

We generally prelease at least 50% of the space in each center prior to acquiring the site and beginning construction. Construction of a new factory outlet center has normally taken us four to six months from groundbreaking to the opening of the first tenant store. Construction of expansions to existing properties typically takes less time, usually between three to four months.

Capital Strategy

We intend to achieve a strong and flexible financial position by: (1) maintaining a quality portfolio of strong income producing properties, (2) managing our leverage position relative to our portfolio when pursuing new development and expansion opportunities, (3) extending and sequencing debt maturities, (4) managing our interest rate risk, (5) maintaining our liquidity and (6) utilizing internally generated sources of capital by maintaining a low distribution payout ratio, defined as annual distributions as a percent of funds from operations, and subsequently reinvesting a significant portion of our cash flow into our portfolio. For a discussion of funds from operations, see "Management's Discussion and Analysis of Financial Condition and Results of Operations--Funds From Operations".

We have successfully increased our dividend each of our first eight years as a public company. At the same time, we continue to have a low payout ratio, which for the year ended December 31, 2001, was 75%. As a result, we retained approximately $9.3 million of our 2001 FFO. A low distribution payout ratio allows us to retain capital to maintain the quality of our portfolio, as well as to develop, acquire and expand properties and reduce outstanding debt.

We intend to retain the ability to raise additional capital, including public debt or equity, to pursue attractive investment opportunities that may arise and to otherwise act in a manner that we believe to be in our best interest and our shareholders' interests. During the second quarter of 2001, we amended our shelf registration for the ability to issue up to $200 million in debt and $200 million in equity securities. We may also consider selling certain properties that do not meet our long-term investment criteria as well as outparcels on existing properties to generate capital to reinvest into other attractive investment opportunities.

We maintain unsecured, revolving lines of credit that provide for unsecured borrowings up to $75 million. At December 31, 2001, amounts outstanding under these credit facilities totaled $20.95 million During 2001, we extended the maturity of each of our three $25 million lines to June 30, 2003.

Based on cash provided by operations, existing credit facilities, ongoing negotiations with certain financial institutions and our ability to sell debt or equity subject to market conditions, we believe that we have access to the necessary financing to fund the planned capital expenditures during 2002.

The Operating Partnership

Our centers and other assets are held by, and all of our operations are conducted by, the Operating Partnership. As of December 31, 2001, our wholly-owned subsidiaries owned 7,929,711 Units, and 80,600 Preferred Units (which are convertible into approximately 726,203 limited partnership Units) and TFLP owned 3,033,305 Units. TFLP's Units are exchangeable, subject to certain limitations to preserve our status as a REIT, on a one-for-one basis for our common shares.

Each preferred partnership Unit entitles us to receive distributions from the Operating Partnership, in an amount equal to the distribution payable with respect to a share of Series A Preferred Shares, prior to the payment by the Operating Partnership of distributions with respect to the general partnership Units. Preferred partnership Units will be automatically converted by holders into limited partnership Units to the extent that the Series A Preferred Shares are converted into Common Shares and will be redeemed by the Operating Partnership to the extent that the Series A Preferred Shares are redeemed by us.

Competition

We carefully consider the degree of existing and planned competition in a proposed area before deciding to develop, acquire or expand a new center. Our centers compete for customers primarily with factory outlet centers built and operated by different developers, traditional shopping malls and full- and off-price retailers. However, we believe that the majority of our customers visit factory outlet centers because they are intent on buying name-brand products at discounted prices. Traditional full- and off-price retailers are often unable to provide such a variety of name-brand products at attractive prices.

Tenants of factory outlet centers typically avoid direct competition with major retailers and their own specialty stores, and, therefore, generally insist that the outlet centers be located not less than 10 miles from the nearest major department store or the tenants' own specialty stores. For this reason, our centers compete only to a very limited extent with traditional malls in or near metropolitan areas.

We compete favorably with two large national developers of factory outlet centers and numerous small developers. Competition with other factory outlet centers for new tenants is generally based on cost, location, quality and mix of the centers' existing tenants, and the degree and quality of the support and marketing services provided. As a result of these factors and due to the strong tenant relationships that presently exist with the current major outlet developers, we believe there are significant barriers to entry into the outlet center industry by new developers. We also believe that our centers have an attractive tenant mix, as a result of our decision to lease substantially all of our space to manufacturer operated stores rather than to off-price retailers, and also as a result of the strong brand identity of our major tenants.

Corporate and Regional Headquarters

We rent space in an office building in Greensboro, North Carolina in which our corporate headquarters are located. In addition, we rent a regional office in New York City, New York under a lease agreement and sublease agreement, respectively, to better service our principal fashion-related tenants, many of who are based in and around that area.

We maintain offices and employ on-site managers at 21 centers. The managers closely monitor the operation, marketing and local relationships at each of their centers.

Insurance

We believe that as a whole our properties are covered by adequate comprehensive liability, fire, flood and extended loss insurance provided by reputable companies with commercially reasonable and customary deductibles and limits. Specified types and amounts of insurance are required to be carried by each tenant under the lease agreement with us. There are however, types of losses, like those resulting from wars or earthquakes, which may either be uninsurable or not economically insurable in some or all of our locations. An uninsured loss could result in a loss to us of both our capital investment and anticipated profits from the affected property.

Employees

As of March 1, 2002, we had 130 full-time employees, located at our corporate headquarters in North Carolina, our regional office in New York and our 21 business offices. At that date, we also employed 146 part-time employees at various locations.

Item 2. Properties

As of March 1, 2002, our portfolio consisted of 29 centers located in 20 states. Our centers range in size from 11,000 to 729,238 square feet of GLA. These centers are typically strip shopping centers that enable customers to view all of the shops from the parking lot, minimizing the time needed to shop. The centers are generally located near tourist destinations or along major interstate highways to provide visibility and accessibility to potential customers.

We believe that the centers are well diversified geographically and by tenant and that we are not dependent upon any single property or tenant. The only center that represents more than 10% of our consolidated total assets or consolidated gross revenues as of and for the year ended December 31, 2001 is the property in Riverhead, NY. See "Business and Properties - Significant Property". No other center represented more than 10% of our consolidated total assets or consolidated gross revenues as of December 31, 2001.

We have an ongoing strategy of acquiring centers, developing new centers and expanding existing centers. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources" for a discussion of the cost of such programs and the sources of financing thereof.

Certain of our centers serve as collateral for mortgage notes payable. Of the 29 centers, we own the land underlying 26 and have ground leases on three. The land on which the Pigeon Forge and Sevierville centers are located are subject to long-term ground leases expiring in 2086 and 2046, respectively. The land parcel on which the original Riverhead Center is located, approximately 47 acres, is also subject to a ground lease with an initial term expiring in 2004, with renewal at our option for up to seven additional terms of five years each. The land parcel on which the Riverhead Center expansion is located, containing approximately 43 acres, is owned by us.

The term of our typical tenant lease averages approximately five years. Generally, leases provide for the payment of fixed monthly rent in advance. There are often contractual base rent increases during the initial term of the lease. In addition, the rental payments are customarily subject to upward adjustments based upon tenant sales volume. Most leases provide for payment by the tenant of real estate taxes, insurance, common area maintenance, advertising and promotion expenses incurred by the applicable center. As a result, substantially all operating expenses for the centers are borne by the tenants.
<TABLE>
<CAPTION>

Location of Centers (as of March 1, 2002)

State	Number of Centers	GLA (sq. ft.)	% of GLA
<S>	<C>	<C>	<C>

Georgia	4	950,590	18
New York	1	729,238	14
Texas	2	618,867	12
Tennessee	2	448,691	8
Florida	2	363,789	7
Missouri	1	277,494	5
Iowa	1	277,230	5
Pennsylvania	1	255,059	5
Louisiana	1	245,098	5
North Carolina	2	187,702	4
Arizona	1	184,768	3
Indiana	1	141,051	3
Minnesota	1	134,480	2
Michigan	1	112,420	2
California	1	105,950	2
Maine	2	84,397	2
Alabama	1	80,730	1
New Hampshire	2	61,915	1
West Virginia	1	49,252	1
Massachusetts	1	23,417	---
Total	29	5,332,138	100

</TABLE>

The table set forth below summarizes certain information with respect to our existing centers as of March 1, 2002.

<TABLE>
<CAPTION>

Date Opened	Location	GLA (sq. ft.)	% Occupied	Mortgage Debt Outstanding (000's) (2)	Fee or Ground Lease
<S> <C>		<C>	<C>	<C>	
Jun. 1986	Kittery I, ME	59,694	100	$ 6,445	Fee
Mar. 1987	Clover, North Conway, NH	11,000	100	---	Fee
Nov. 1987	Martinsburg, WV	49,252	73	---	Fee
Apr. 1988	LL Bean, North Conway, NH	50,915	100	---	Fee
Jul. 1988	Pigeon Forge, TN	94,750	96	---	Ground Lease
Aug. 1988	Boaz, AL	80,730	93	---	Fee
Jun. 1988	Kittery II, ME	24,703	94	---	Fee
Jul. 1989	Commerce, GA	185,750	78	8,723	Fee
Oct. 1989	Bourne, MA	23,417	100	---	Fee
Feb. 1991	West Branch, MI	112,420	100	7,190	Fee
May 1991	Williamsburg, IA	277,230	95	19,767	Fee
Feb. 1992	Casa Grande, AZ	184,768	90	---	Fee
Dec. 1992	North Branch, MN	134,480	98	---	Fee
Feb. 1993	Gonzales, LA	245,098	97	---	Fee
May 1993	San Marcos, TX	441,432	97	38,542	Fee
Aug. 1994	Riverhead, NY	729,238	98	---	Ground Lease (1)
Aug. 1994	Terrell, TX	177,435	96	---	Fee
Sep. 1994	Seymour, IN	141,051	73	---	Fee
Oct. 1994 (3)	Lancaster, PA	255,059	94	14,822	Fee
Nov. 1994	Branson, MO	277,494	93	24,000	Fee
Nov. 1994	Locust Grove, GA	248,854	97	---	Fee
Jan. 1995	Barstow, CA	105,950	62	---	

					Fee
Dec. 1995	Commerce II, GA	342,556	95	29,500	Fee
Feb. 1997 (3)	Sevierville, TN	353,941	100	---	Ground Lease
Sept. 1997 (3)	Blowing Rock, NC	105,448	100	9,782	Fee
Sep. 1997 (3)	Nags Head, NC	82,254	100	6,638	Fee
Mar. 1998 (3)	Dalton, GA	173,430	94	11,327	Fee
Jul. 1998 (3)	Fort Meyers, FL	198,789	97	---	Fee
Nov. 1999 (3)	Fort Lauderdale, FL	165,000	100	---	Fee
Total		5,332,138	95	$ 176,736	

(1) The original Riverhead center is subject to a ground lease which may be renewed at our option for up to seven additional terms of five years each. We own the land on which the Riverhead center expansion is located.

(2) As of December 31, 2001. The average interest rate, including loan cost amortization, for average debt outstanding for the year ended December 31, 2001 was 8.8% and the weighted average maturity date was March 2007.

(3) Represents date acquired by us.
</TABLE>

Lease Expirations

The following table sets forth, as of December 31, 2001, scheduled lease expirations, assuming none of the tenants exercise renewal options. Most leases are renewable for five year terms at the tenant's option.
<TABLE>
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Year	No. of Leases Expiring(1)	Approx. GLA (sq. ft.) (1)	Average Annualized Base Rent per sq. ft.	Annualized Base Rent (000's) (2)	%of Gross Annualized Base Rent Represented by Expiring Leases
<S>	<C>	<C>	<C>	<C>	<C>
2002	207	757,000 (3)	$ 12.99	$9,828	14
2003	200	848,000	14.27	12,103	17
2004	232	977,000	14.09	13,763	20
2005	164	736,000	15.26	11,243	16
2006	162	682,000	16.22	11,067	16
2007	75	326,000	14.85	4,837	7
2008	13	76,000	15.91	1,212	2
2009	9	86,000	10.68	917	1
2010	10	59,000	13.28	780	1
2011	10	83,000	11.79	984	1
2012 & thereafter	24	347,000	9.45	3,281	5
Total	1,106	4,977,000	$ 14.07	$ 70,015	100

(1) Excludes leases that have been entered into but which tenant has not yet taken possession, vacant suites, space under construction and month-to-month leases totaling in the aggregate approximately 355,000 square feet.

(2) Base rent is defined as the minimum payments due, excluding periodic contractual fixed increases and rents calculated based on a percentage of tenants' sales.

(3) As of December 31, 2001, approximately 170,000 square feet of the total scheduled to expire in 2002 had already renewed.
</TABLE>

Rental and Occupancy Rates

The following table sets forth information regarding the expiring leases during each of the last five calendar years.
<TABLE>
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Renewed by Existing   Re-leased to

Year	Total Expiring GLA (sq. ft.)	Total Expiring % of Total Center GLA	Tenants GLA (sq. ft.)	Tenants % of Expiring GLA	New Tenants GLA (sq. ft.)	New Tenants % of Expiring GLA
<S>	<C>	<C>	<C>	<C>	<C>	<C>
2001	684,166	13	560,195	82	55,362	8
2000	690,263	13	520,030	75	67,916	10
1999	715,197	14	606,450	85	22,882	3
1998	548,504	11	407,837	74	38,526	7
1997	238,250	5	195,380	82	18,600	8

</TABLE>

The following table sets forth the average base rental rate increases per square foot upon re-leasing stores that were turned over or renewed during each of the last five calendar years.

<TABLE>
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	Renewals of Existing Leases				Stores Re-leased to New Tenants (1)			
		Average Annualized Base Rents ($ per sq. ft.)				Average Annualized Base Rents ($ per sq. ft.)		
Year	GLA (sq. ft.)	Expiring	New	% Increase	GLA (sq.ft.)	Expiring	New	% Change
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
2001	560,195	$14.08	$14.89	6	268,888	$14.90	$16.43	10
2000	520,030	13.66	14.18	4	302,724	14.68	15.64	7
1999	606,450	14.36	14.36	--	240,851	15.51	16.57	7
1998	407,387	13.83	14.07	2	220,890	15.33	13.87	(9)
1997	195,380	14.21	14.41	1	171,421	14.59	13.42	(8)

(1) The square footage released to new tenants for 2001, 2000, 1999, 1998 and 1997 contains 55,362, 67,916, 22,882, 38,526 and 18,600 square feet, respectively, that was released to new tenants upon expiration of an existing lease during the current year.

</TABLE>

The following table shows certain information on rents and occupancy rates for the centers during each of the last five calendar years.

<TABLE>
<CAPTION>

Year	% Leased(1)	Average Annualized Base Rent per sq. ft. (2)	GLA Open at End of Each Year	Number of Centers	Aggregate Percentage Rents (000's)
<S>	<C>	<C>	<C>	<C>	<C>
2001	96	$14.22	5,332,000	29	$2,735
2000	96	13.97	5,179,000	29	3,253
1999	97	13.85	5,149,000	31	3,141
1998	97	13.88	5,011,000	31	3,087
1997	98	14.04	4,458,000	30	2,637

(1) As of December 31st of each year shown.
(2) Represents total base rental revenue divided by Weighted Average GLA of the portfolio, which amount does not take into consideration fluctuations in occupancy throughout the year.
</TABLE>

Occupancy Costs

We believe that our ratio of average tenant occupancy cost (which includes base rent, common area maintenance, real estate taxes, insurance, advertising and promotions) to average sales per square foot is low relative to other forms of retail distribution. The following table sets forth, for each of the last five years, tenant occupancy costs per square foot as a percentage of reported tenant sales per square foot.
<TABLE>
<CAPTION>

Year	Occupancy Costs as a % of Tenant Sales
<S>	<C>
2001	7.1
2000	7.4
1999	7.8
1998	7.9
1997	8.2

</TABLE>

Tenants

The following table sets forth certain information with respect to our ten largest tenants and their store concepts as of March 1, 2002.
<TABLE>
<CAPTION>

Tenant	Number of Stores	GLA (sq. ft.)	% of Total GLA
The Gap, Inc.:			
<S>	<C>	<C>	<C>
GAP	17	148,702	2.8
Old Navy	11	147,641	2.8
Banana Republic	6	41,324	0.8
	34	337,667	6.3
Liz Claiborne:			
Liz Claiborne	23	255,868	4.8
Elizabeth	8	28,894	0.5
DKNY Jeans	3	8,820	0.2
Dana Buchman	3	6,600	0.1
Laundry	2	4,333	0.1
Special Brands By Liz Claiborne	1	3,780	0.1
Claiborne Mens	1	3,100	0.1
	41	311,395	5.9
Phillips-Van Heusen Corporation:			
Bass Shoe	20	134,166	2.5
Van Heusen	20	85,197	1.6
Geoffrey Beene Co. Store	11	41,992	0.8
Izod	14	32,017	0.6
	65	293,372	5.5
Reebok International, Ltd.:			
Reebok	19	153,461	2.9
Rockport	4	11,900	0.2
Greg Norman	1	3,000	0.1
	24	168,361	3.2
Bass Pro Outdoor World	1	165,000	3.1
Dress Barn Inc.	18	123,822	2.3
Sara Lee Corporation:			
L'eggs, Hanes, Bali	24	103,809	1.9
Socks Galore	5	6,230	0.1
Understatements	1	3,000	0.1
	30	113,039	2.1

American Commercial, Inc:			
Mikasa Factory Store	13	103,480	1.9
Brown Group Retail, Inc:			
Factory Brand Shoe	14	81,380	1.5
Naturalizer	6	16,040	0.3
	20	97,420	1.8
Polo Ralph Lauren:			
Polo Ralph Lauren	9	74,366	1.4
Polo Jeans	4	15,000	0.3
Club Monaco	1	3,885	0.1
	14	93,251	1.8
Total of all tenants listed in table	260	1,806,807	33.9

</TABLE>

Significant Property

The center in Riverhead, New York is our only center that comprises more than 10% of consolidated total assets or consolidated total gross revenues. The Riverhead, NY center represented 20% of our consolidated total assets and 20% of our consolidated gross revenue for the year ended December 31, 2001. The Riverhead center was originally constructed in 1994 and now totals 729,238 square feet.

Tenants at the Riverhead center principally conduct retail sales operations. The occupancy rate as of the end of 2001, 2000 and 1999 was 99%, 94% and 99%. Average annualized base rental rates during 2001, 2000 and 1999 were $18.68, $19.72 and $19.15 per weighted average GLA, respectively.

Depreciation on the Riverhead center is recognized on a straight-line basis over 33.33 years, resulting in a depreciation rate of 3% per year. At December 31, 2001, the net federal tax basis of this center was approximately $84.9 million. Real estate taxes assessed on this center during 2001 amounted to $3.3 million. Real estate taxes for 2002 are estimated to be approximately $3.4 million.

The following table sets forth, as of December 31, 2001, scheduled lease expirations at the Riverhead center assuming that none of the tenants exercise renewal options:
<TABLE>
<CAPTION>

Year	No. of Leases Expiring (1)	GLA (sq. ft.)(1)	Annualized Base Rent per sq. ft.	Annualized Base Rent (000)(2)	% of Gross Annualized Base Rent Represented by Expiring Leases
<S>	<C>	<C>	<C>	<C>	<C>
2002	34	112,783	$ 21.58	$ 2,434	18
2003	18	80,050	19.51	1,562	11
2004	35	153,355	19.59	3,004	22
2005	16	84,355	20.35	1,717	13
2006	13	39,430	23.21	915	7
2007	31	110,000	21.34	2,347	17
2008	4	20,500	21.06	432	3
2009	2	37,751	10.27	388	3
2010	--	--	--	--	--
2011	2	31,000	12.31	382	3
2012 and thereafter	4	48,000	10.19	489	3
Total	159	717,224	$ 19.06	$ 13,670	100

(1) Excludes leases that have been entered into but which tenant has not taken possession, vacant suites and month-to-month leases.

(2) Base rent is defined as the minimum payments due, excluding periodic contractual fixed increases and rents calculated based on a percentage of tenants' sales.
</TABLE>

Item 3. Legal Proceedings

We are subject to legal proceedings and claims that have arisen in the ordinary course of our business and have not been finally adjudicated. In our opinion, the ultimate resolution of these matters will have no material effect on our results of operations or financial condition.

Item 4. Submission of Matters to a Vote of Security Holders

There were no matters submitted to a vote of security holders, through solicitation of proxies or otherwise, during the fourth quarter of the fiscal year ended December 31, 2001.

EXECUTIVE OFFICERS OF THE REGISTRANT

The following table sets forth certain information concerning our executive officers:

NAME	AGE	POSITION
Stanley K. Tanger..........	78	Founder, Chairman of the Board of Directors and Chief Executive Officer
Steven B. Tanger...........	53	Director, President and Chief Operating Officer
Rochelle G. Simpson	63	Secretary and Executive Vice President - Administration and Finance
Willard A. Chafin, Jr......	64	Executive Vice President - Leasing, Site Selection, Operations and Marketing
Frank C. Marchisello, Jr...	43	Senior Vice President - Chief Financial Officer
Joseph H. Nehmen...........	53	Senior Vice President - Operations
Carrie A. Warren...........	39	Senior Vice President - Marketing
Virginia R. Summerell......	43	Treasurer and Assistant Secretary
Kevin M. Dillon............	43	Vice President - Construction
Lisa J. Morrison...........	42	Vice President - Leasing

The following is a biographical summary of the experience of our executive officers:

Stanley K. Tanger. Mr. Tanger is the founder, Chief Executive Officer and Chairman of the Board of Directors of the Company. He also served as President from inception of the Company to December 1994. Mr. Tanger opened one of the country's first outlet shopping centers in Burlington, North Carolina in 1981. Before entering the factory outlet center business, Mr. Tanger was President and Chief Executive Officer of his family's apparel manufacturing business, Tanger/Creighton, Inc., for 30 years.

Steven B. Tanger. Mr. Tanger is a director of the Company and was named President and Chief Operating Officer effective January 1, 1995. Previously, Mr. Tanger served as Executive Vice President since joining the Company in 1986. He has been with Tanger-related companies for most of his professional career, having served as Executive Vice President of Tanger/Creighton for 10 years. He is responsible for all phases of project development, including site selection, land acquisition and development, leasing, marketing and overall management of existing outlet centers. Mr. Tanger is a graduate of the University of North Carolina at Chapel Hill and the Stanford University School of Business Executive Program. Mr. Tanger is the son of Stanley K. Tanger.

Rochelle G. Simpson. Ms. Simpson was named Executive Vice President - Administration and Finance in January 1999. She previously held the position of Senior Vice President - Administration and Finance since October 1995. She is also the Secretary of the Company and previously served as Treasurer from May 1993 through May 1995. She entered the factory outlet center business in January 1981, in general management and as chief accountant for Stanley K. Tanger and later became Vice President - Administration and Finance of the Predecessor Company. Ms. Simpson oversees the accounting and finance departments and has overall management responsibility for the Company's headquarters.

Willard A. Chafin, Jr. Mr. Chafin was named Executive Vice President - Leasing, Site Selection, Operations and Marketing of the Company in January 1999. Mr. Chafin previously held the position of Senior Vice President - Leasing, Site Selection, Operations and Marketing since October 1995. He joined the Company in April 1990, and since has held various executive positions where his major responsibilities included supervising the Marketing, Leasing and Property Management Departments, and leading the Asset Management Team. Prior to joining the Company, Mr. Chafin was the Director of Store Development for the Sara Lee Corporation, where he spent 21 years. Before joining Sara Lee, Mr. Chafin was employed by Sears Roebuck & Co. for nine years in advertising/sales promotion, inventory control and merchandising.

Frank C. Marchisello, Jr. Mr. Marchisello was named Senior Vice President and Chief Financial Officer in January 1999. He was named Vice President and

Chief Financial Officer in November 1994. Previously, he served as Chief Accounting Officer since joining the Company in January 1993 and Assistant Treasurer since February 1994. He was employed by Gilliam, Coble & Moser, certified public accountants, from 1981 to 1992, the last six years of which he was a partner of the firm in charge of various real estate clients. Mr. Marchisello is a graduate of the University of North Carolina at Chapel Hill and is a certified public accountant.

Joseph H. Nehmen. Mr. Nehmen was named Senior Vice President of Operations in January 1999. He joined the Company in September 1995 and was named Vice President of Operations in October 1995. Mr. Nehmen has over 20 years experience in private business. Prior to joining Tanger, Mr. Nehmen was owner of Merchants Wholesaler, a privately held distribution company in St. Louis, Missouri. He is a graduate of Washington University. Mr. Nehmen is the son-in-law of Stanley K. Tanger and brother-in-law of Steven B. Tanger.

Carrie A. Warren. Ms. Warren was named Senior Vice President - Marketing in May 2000. Previously, she held the position of Vice President - Marketing since September 1996 and Assistant Vice President - Marketing since joining the Company in December 1995. Prior to joining Tanger, Ms. Warren was with Prime Retail, L.P. for 4 years where she served as Regional Marketing Director responsible for coordinating and directing marketing for five outlet centers in the southeast region. Prior to joining Prime Retail, L.P., Ms. Warren was Marketing Manager for North Hills, Inc. for five years and also served in the same role for the Edward J. DeBartolo Corp. for two years. Ms. Warren is a graduate of East Carolina University.

Virginia R. Summerell. Ms. Summerell was named Treasurer of the Company in May 1995 and Assistant Secretary in November 1994. Previously, she held the position of Director of Finance since joining the Company in August 1992, after nine years with NationsBank. Her major responsibilities include maintaining banking relationships, oversight of all project and corporate finance transactions and development of treasury management systems. Ms. Summerell is a graduate of Davidson College and holds an MBA from the Babcock School at Wake Forest University.

Kevin M. Dillon. Mr. Dillon was named Vice President - Construction in October 1997. Previously, he held the position of Director of Construction from September 1996 to October 1997 and Construction Manager from November 1993, the month he joined the Company, to September 1996. Prior to joining the Company, Mr. Dillon was employed by New Market Development Company for six years where he served as Senior Project Manager. Prior to joining New Market, Mr. Dillon was the Development Director of Western Development Company where he spent 6 years.

Lisa J. Morrison. Ms. Morrison was named Vice President - Leasing in May 2001. Previously, she held the position of Assistant Vice President of Leasing from August 2000 to May 2001 and Director of Leasing from April 1999 until August 2000. Prior to joining the Company, Ms. Morrison was employed by the Taubman Company and Trizec Properties, Inc. where she served as a leasing agent. Her major responsibilities include managing the leasing strategies for our operating properties, as well as expansions and new development. She also oversees the leasing personnel and the merchandising and occupancy for Tanger properties.

PART II

Item 5. Market For Registrant's Common Equity and Related Shareholder Matters

The Common Shares commenced trading on the New York Stock Exchange on May 28, 1993. The initial public offering price was $22.50 per share. The following table sets forth the high and low sales prices of the Common Shares as reported on the New York Stock Exchange Composite Tape, during the periods indicated.

2001	High	Low	Common Dividends Paid
First Quarter	$ 23.625	$ 19.750	$ .6075
Second Quarter	23.000	20.340	.6100
Third Quarter	23.000	19.100	.6100
Fourth Quarter	21.400	19.900	.6100
Year 2001	$ 23.625	$ 19.100	$ 2.4375

2000	High	Low	Common Dividends Paid
First Quarter	$ 22.875	$ 18.500	$ .6050
Second Quarter	24.000	18.875	.6075

Third Quarter	24.875	21.000	.6075
Fourth Quarter	23.125	19.500	.6075
Year 2000	$ 24.875	$ 18.500	$ 2.4275

</TABLE>

As of March 1, 2002, there were approximately 704 shareholders of record. Certain of our debt agreements limit the payment of dividends such that dividends shall not exceed FFO, as defined in the agreements, for the prior fiscal year on an annual basis or 95% of FFO on a cumulative basis. Based on continuing favorable operations and available funds from operations, we intend to continue to pay regular quarterly dividends.

Item 6. Selected Financial Data

<TABLE>
<CAPTION>

	2001	2000	1999	1998	1997
	(In thousands, except per share and center data)				
OPERATING DATA					
<S>	<C>	<C>	<C>	<C>	<C>
Total revenues	$ 111,068	$ 108,821	$ 104,016	$ 97,766	$ 85,271
Income before (loss) gain on sale or disposal of real estate, minority interest and extraordinary item	9,492	12,249	17,070	15,109	17,583
Income before extraordinary item	7,356	4,312	15,837	12,159	12,827
Net income	7,112	4,312	15,588	11,827	12,827
SHARE DATA					
Basic:					
Income before extraordinary item	$ .70	$ .32	$ 1.77	$ 1.30	$ 1.57
Net income	$ .67	$ .32	$ 1.74	$ 1.26	$ 1.57
Weighted average common shares	7,926	7,894	7,861	7,886	7,028
Diluted:					
Income before extraordinary item	$ .70	$ .31	$ 1.77	$ 1.28	$ 1.54
Net income	$ .67	$ .31	$ 1.74	$ 1.24	$ 1.54
Weighted average common shares	7,948	7,922	7,872	8,009	7,140
Common dividends paid	$ 2.44	$ 2.43	$ 2.42	$ 2.35	$ 2.17
BALANCE SHEET DATA					
Real estate assets, before depreciation	$ 599,266	$ 584,928	$ 566,216	$ 529,247	$ 454,708
Total assets	476,272	487,408	490,069	471,795	416,014
Debt	358,195	346,843	329,647	302,485	229,050
Shareholders' equity	76,371	90,877	107,764	114,039	122,119
OTHER DATA					
EBITDA (1)	$ 68,198	$ 67,832	$ 66,133	$ 61,991	$ 52,857
Funds from operations (1)	$ 37,768	$ 38,203	$ 41,673	$ 37,048	$ 35,840
Cash flows provided by (used in):					
Operating activities	$ 44,626	$ 38,420	$ 43,175	$ 35,787	$ 39,214
Investing activities	$ (23,269)	$ (25,815)	$ (45,959)	$ (79,236)	$ (93,636)
Financing activities	$ (21,476)	$ (12,474)	$ (3,043)	$ 46,172	$ 55,444
Gross leasable area open at year end	5,332	5,179	5,149	5,011	4,458
Number of centers	29	29	31	31	30

(1) EBITDA and Funds from Operations ("FFO") are widely accepted financial indicators used by certain investors and analysts to analyze and compare companies on the basis of operating performance. EBITDA represents earnings before minority interest, gain (loss) on sale or disposal of real estate, extraordinary item, asset write-down, interest expense, income taxes, depreciation and amortization. FFO is defined as net income (loss), computed in accordance with generally accepted accounting principles, before extraordinary items and gains (losses) on sale or disposal of depreciable operating properties, plus depreciation and amortization uniquely significant to real estate. We caution that the calculations of EBITDA and FFO may vary from entity to entity and as such the presentation of EBITDA and FFO by us may not be comparable to other similarly titled measures of other reporting companies. EBITDA and FFO are not intended to represent cash flows for the period. EBITDA and FFO have not been presented as an alternative to operating income or as an indicator of operating performance, and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with generally accepted accounting principles.

</TABLE>

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements appearing elsewhere in this report. Historical results and percentage relationships set forth in the consolidated statements of operations, including trends which might appear, are not necessarily indicative of future operations. Unless the context indicates otherwise, the term "Company" refers to Tanger Factory Outlet Centers, Inc. and the term "Operating Partnership" refers to Tanger Properties Limited Partnership. The terms "we", "our" and "us" refer to the Company or the Company and the Operating Partnership together, as the text requires.

The discussion of our results of operations reported in the consolidated statements of operations compares the years ended December 31, 2001 and 2000, as well as December 31, 2000 and 1999. Certain comparisons between the periods are made on a percentage basis as well as on a weighted average gross leasable area ("GLA") basis, a technique which adjusts for certain increases or decreases in the number of centers and corresponding square feet related to the development, acquisition, expansion or disposition of rental properties. The computation of weighted average GLA, however, does not adjust for fluctuations in occupancy that may occur subsequent to the original opening date.

Cautionary Statements

Certain statements made below are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Reform Act of 1995 and included this statement for purposes of complying with these safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe our future plans, strategies and expectations, are generally identifiable by use of the words `believe', `expect', `intend', `anticipate', `estimate', `project', or similar expressions. You should not rely on forward-looking statements since they involve known and unknown risks, uncertainties and other factors which are, in some cases, beyond our control and which could materially affect our actual results, performance or achievements. Factors which may cause actual results to differ materially from current expectations include, but are not limited to, the following:

- general economic and local real estate conditions could change (for example, our tenant's business may change if the economy changes, which might effect (1) the amount of rent they pay us or their ability to pay rent to us, (2) their demand for new space, or (3) our ability to renew or re-lease a significant amount of available space on favorable terms);

- the laws and regulations that apply to us could change (for instance, a change in the tax laws that apply to REITs could result in unfavorable tax treatment for us);

- availability and cost of capital (for instance, financing opportunities may not be available to us, or may not be available to us on favorable terms);

- the level and volatility of interest rates may fluctuate in an unfavorable manner;

- our operating costs may increase or our costs to construct or acquire new properties or expand our existing properties may increase or exceed our original expectations.

General Overview

At December 31, 2001, we owned 29 centers in 20 states totaling 5,332,000 square feet of operating GLA compared to 29 centers in 20 states totaling 5,179,000 square feet of operating GLA as of December 31, 2000. The increase is primarily due to the completion of the expansion at our San Marcos, TX center during 2001. The center now contains over 441,000 square feet of gross leasable space.

In September 2001, we established a 50% ownership joint venture, TWMB Associates, LLC ("TWMB"), with respect to our Myrtle Beach, South Carolina project with Rosen-Warren Myrtle Beach LLC ("Rosen-Warren") and began construction on the first phase of a new 400,000 square foot Tanger Outlet Center in Myrtle Beach, SC. The first phase will consist of approximately 260,000 square feet and include over 50 brand name outlet tenants. Stores are tentatively expected to begin opening in July of 2002.

A summary of the operating results for the years ended December 31, 2001, 2000 and 1999 is presented in the following table, expressed in amounts calculated on a weighted average GLA basis.

<TABLE>
<CAPTION>

	2001	2000	1999
<S>	<C>	<C>	<C>
GLA open at end of period (000's)	5,332	5,179	5,149
Weighted average GLA (000's) (1)	5,299	5,115	4,996
Outlet centers in operation	29	29	31
New centers acquired	---	---	1
Centers disposed of or sold	---	2	1
Centers expanded	1	5	5
States operated in at end of period	20	20	22
Occupancy percentage at end of period	96	96	97
Per square foot			
Revenues			
Base rentals	$14.22	$13.97	$13.85
Percentage rentals	.52	.64	.63
Expense reimbursements	5.70	5.87	5.59
Other income	.52	.79	.76
Total revenues	20.96	21.27	20.83
Expenses			
Property operating	6.54	6.57	6.12
General and administrative	1.55	1.44	1.46
Interest	5.69	5.39	4.85
Depreciation and amortization	5.39	5.13	4.97
Total expenses	19.17	18.53	17.40
Income before (loss) gain on sale or disposal of real estate, minority interest and extraordinary item	$ 1.79	$ 2.74	$ 3.43

(1) GLA weighted by months of operations. GLA is not adjusted for fluctuations in occupancy that may occur subsequent to the original opening date.

</TABLE>

Results of Operations

2001 Compared to 2000

Base rentals increased $3.9 million, or 5%, in the 2001 period when compared to the same period in 2000. The increase is primarily due to the effect of the expansion completed in 2001, as mentioned in the General Overview above, and the full year effect of expansions completed in the fourth quarter of 2000, offset by the loss of rent from the sales of the centers in Lawrence, Kansas and McMinnville, Oregon in June 2000. Base rent per weighted average GLA increased by $.25 per square foot, or 2%, as a result of the expansions which had a higher average base rent per square foot compared to the portfolio average and the sales of the centers in Lawrence, KS and McMinnville, OR which had a lower average base rent per square foot compared to the portfolio average.

Percentage rentals, which represent revenues based on a percentage of tenants' sales volume above predetermined levels, decreased by $518,000, or 16%, and on a weighted average GLA basis, decreased $.12 per square foot in 2001 compared to 2000. Same-space sales for the year ended December 31, 2001, defined as the weighted average sales per square foot reported in space open for the full duration of each comparison period, increased 5% to $294 per square foot due to our efforts to re-merchandise selected centers by replacing low volume tenants with high volume tenants. However, for the year ended December 31, 2001, reported same-store sales, defined as the weighted average sales per square foot reported by tenants for stores open since January 1, 2000, decreased by 2% compared with the previous year.

Expense reimbursements, which represent the contractual recovery from tenants of certain common area maintenance, insurance, property tax, promotional, advertising and management expenses generally fluctuates consistently with the reimbursable property operating expenses to which it relates. Expense reimbursements, expressed as a percentage of property operating expenses, decreased to 87% in 2001 from 89% in 2000 primarily as a result of higher real estate taxes due to revaluations, increases in property insurance premiums and increases in other non-reimbursable expenses.

Other income decreased $1.3 million in 2001 as compared to 2000. The 2000 period included gains on sales of land outparcels totaling $908,000 and the recognition of business interruption insurance proceeds relating to the Stroud, Oklahoma center, which was destroyed by a tornado in May 1999, totaling $985,000. These items were offset in part by increases in the 2001 period in vending and interest income.

Property operating expenses increased by $1.0 million, or 3%, in 2001 as compared to 2000. On a weighted average GLA basis, property operating expenses decreased from $6.57 to $6.54 per square foot. The decrease per square foot is the result of a company-wide effort to improve operating efficiencies and reduce costs in common area maintenance and marketing partially offset by increases in real estate taxes, property insurance and other non-reimbursable expenses.

General and administrative expenses increased $865,000, or 12%, in 2001 as compared to 2000 primarily due to increases in professional fees and provisions for bad debts. As a percentage of revenues, general and administrative expenses were approximately 7.4% of revenues in 2001 and 6.8% in 2000. On a weighted average GLA basis, general and administrative expenses increased $.11 per square foot from $1.44 in 2000 to $1.55 in 2001.

Interest expense increased $2.6 million during 2001 as compared to 2000 due primarily to our increased debt levels attributable to development completed in 2001 and the full year effect of expansions completed in the fourth quarter of 2000. Our strategy to replace short-term, variable rate debt with long-term, fixed rate debt and extend our average debt maturities has resulted in an overall higher interest rate on outstanding debt. Also, $295,200 paid to terminate certain interest rate swap agreements during the first quarter of 2001 contributed to the increase in interest expense. Depreciation and amortization per weighted average GLA increased 5% from $5.13 per square foot in the 2000 period to $5.39 per square foot in the 2001 period due to a higher mix of tenant finishing allowances included in buildings and improvements which are depreciated over shorter lives (i.e. over lives generally ranging from 3 to 10 years as opposed to other construction costs which are depreciated over lives ranging from 15 to 33 years).

The asset write-down recognized in 2000 represents the write off of all development costs associated with our site in Ft. Lauderdale, Florida, as well as additional costs associated with various other non-recurring development activities at other sites, which were discontinued. The costs associated with the Ft. Lauderdale site were written off because we terminated our contract to purchase twelve acres of land in Dania Beach/Ft. Lauderdale, FL.

The loss on sale of real estate during 2000 represents the loss recognized on the sale of our centers in Lawrence, KS and McMinnville, OR and the land and the remaining site improvements in Stroud, OK. Net proceeds received from the sale of the centers totaled $7.1 million. As a result of the two center sales, we recognized a loss on sale of real estate of $5.9 million. The combined net operating income of these two centers represented approximately 1% of the total portfolio's operating income. We sold the Stroud land and site improvements in December 2000 and received net proceeds of approximately $723,500 in January 2001. As a result of this sale, we recognized a loss of $1 million on the sale of real estate in the fourth quarter of 2000.

The extraordinary losses recognized in 2001 represent the write-off of unamortized deferred financing costs related to debt that was extinguished during each period prior to its scheduled maturity.

2000 Compared to 1999

Base rentals increased $2.3 million, or 3%, in the 2000 period when compared to the same period in 1999. The increase is primarily due to the effect of the expansions during 2000 and the fourth quarter of 1999 plus the acquisition of the Ft. Lauderdale, FL center in November of 1999, offset by the loss of rent from the sales of the centers in Lawrence, KS and McMinnville, OR and the full year effect of the loss of the Stroud, OK center. Base rentals per weighted average GLA increased $.12 per square foot due to the sale of the Lawrence, KS and McMinnville, OR centers and the loss of the Stroud, OK center, all of which had lower average base rentals per square foot than the portfolio average.

Percentage rentals, which represent revenues based on a percentage of tenants' sales volume above predetermined levels, increased by $112,000, or 4%, and on a weighted average GLA basis, increased $.01 per square foot in 2000 compared to 1999. Same-space sales for the year ended December 31, 2000, defined as the weighted average sales per square foot reported in space open for the full duration of each comparison period, increased 7% to $281 per square foot due to our efforts to re-merchandise selected centers by replacing low volume tenants with high volume tenants. However, for the year ended December 31, 2000, reported same-store sales, defined as the weighted average sales per square foot reported by tenants for stores open since January 1, 1999, were flat compared with the previous year.

Expense reimbursements, which represent the contractual recovery from tenants of certain common area maintenance, insurance, property tax, promotional, advertising and management expenses generally fluctuates consistently with the reimbursable property operating expenses to which it relates. Expense reimbursements, expressed as a percentage of property operating expenses, decreased to 89% in 2000 from 91% in 1999 primarily as a result of a lower average occupancy rate and higher operating expenses in the 2000 period compared to the 1999 period.

Other income increased $280,000 in 2000 as compared to 1999. The increase is primarily due to gains on sale of out parcels of land totaling $908,000 during 2000 as compared to $687,000 in 1999.

Property operating expenses increased by $3.0 million, or 10%, in 2000 as compared to 1999. On a weighted average GLA basis, property operating expenses increased from $6.12 to $6.57 per square foot. The increases are the result of certain real estate tax assessments and higher common area maintenance expenses.

General and administrative expenses increased $68,000, or 1%, in 2000 as compared to 1999. As a percentage of revenues, general and administrative expenses were approximately 6.8% of revenues in 2000 and 7.0% in 1999. On a weighted average GLA basis, general and administrative expenses decreased $.02 per square foot from $1.46 in 1999 to $1.44 in 2000. The decrease in general and administrative expenses per square foot reflects our efforts to control general and administrative expenditures.

Interest expense increased $3.3 million during 2000 as compared to 1999 due to additional financing necessary to fund the expansions of 2000, the acquisition in Fort Lauderdale, FL, higher average interest rates and additional amortization of deferred financing charges incurred during the year for the more than $75 million in debt obtained during 2000. Depreciation and amortization per weighted average GLA increased from $4.97 per square foot in 1999 to $5.13 per square foot in the 2000 period due to a higher mix of tenant finishing allowances included in buildings and improvements which are depreciated over shorter lives (i.e., over lives generally ranging from 3 to 10 years as opposed to other construction costs which are depreciated over lives ranging from 15 to 33 years).

The asset write-down recognized in 2000 represents the write off of all development costs associated with our site in Ft. Lauderdale, FL, as well as additional costs associated with various other non-recurring development activities at other sites, which were discontinued. The costs associated with the Ft. Lauderdale site were written off because we terminated our contract to purchase twelve acres of land in Dania Beach/Ft. Lauderdale, FL.

The loss on sale of real estate during 2000 represents the loss recognized on the sale of our centers in Lawrence, KS and McMinnville, OR and the land and the remaining site improvements in Stroud, OK. Net proceeds received from the sale of the centers totaled $7.1 million. As a result of the two center sales, we recognized a loss on sale of real estate of $5.9 million. The combined net operating income of these two centers represented approximately 1% of the total portfolio's operating income. We sold the Stroud land and site improvements in December 2000 and received net proceeds of approximately $723,500 in January 2001. As a result of this sale, we recognized a loss of $1 million on the sale of real estate in the fourth quarter of 2000.

The extraordinary losses recognized in 1999 represent the write-off of unamortized deferred financing costs related to debt that was extinguished during each period prior to its scheduled maturity.

Liquidity and Capital Resources

Net cash provided by operating activities was $44.6, $38.4 and $43.2 million for the years ended December 31, 2001, 2000 and 1999, respectively. The increase in cash provided by operating activities in 2001 compared to 2000 is primarily due to changes in other assets and accounts payable and accrued expenses. The decrease in cash provided by operating activities in 2000 compared to 1999 is primarily due to higher interest rate costs and a decrease in accounts payable. Net cash used in investing activities amounted to $23.3, $25.8 and $46.0 million during 2001, 2000 and 1999, respectively, and reflects the acquisitions, expansions and dispositions of real estate during each year. Cash used in financing activities of $21.5, $12.5 and $3.0 in 2001, 2000 and 1999, respectively, has fluctuated consistently with the capital needed to fund the current development and acquisition activity and reflects increases in dividends paid during 2001, 2000 and 1999.

Joint Ventures

Effective August 7, 2000, we announced the formation of a joint venture with C. Randy Warren Jr., former Senior Vice President of Leasing of the Company. The new entity, Tanger-Warren Development, LLC ("Tanger-Warren"), was formed to identify, acquire and develop sites exclusively for us. We agreed to be co-managers of Tanger-Warren, each with 50% ownership interest in the joint venture and any entities formed with respect to a specific project. As of December 31, 2001, our investment in Tanger-Warren amounted to approximately $9,000 and the impact of this joint venture on our results of operations has been insignificant.

In September 2001, we established a joint venture, TWMB Associates, LLC ("TWMB"), with respect to our Myrtle Beach, South Carolina project with Rosen-Warren Myrtle Beach LLC ("Rosen-Warren"). We and Rosen-Warren, each as 50% owners, contributed $4.3 million in cash for a total initial equity in TWMB of $8.6 million. In September 2001, TWMB began construction on the first phase of a new 400,000 square foot Tanger Outlet Center in Myrtle Beach, SC. The first phase is projected to cost $34.6 million and will consist of approximately 260,000 square feet and include over 50 brand name outlet tenants. Currently, leases for over 215,000 square feet, or 83% of the first phase are fully executed. Stores are tentatively expected to begin opening in July of 2002. We currently anticipate construction of a 140,000 square foot second, and final phase to cost $13.7 million. Prior to beginning construction on the second phase, Rosen-Warren and we each will be required to contribute an additional $1.75 million in cash for a total equity contribution in phase two of TWMB of $3.5 million. Upon the opening of phase one of the Myrtle Beach property, we will receive on-going asset management fees.

In conjunction with the beginning of construction, TWMB closed on a construction loan in the amount of $36.2 million with Bank of America, NA (Agent) and SouthTrust Bank, the proceeds of which will be used to develop the Tanger Outlet Center in Myrtle Beach, SC. As of December 31, 2001, the construction loan had a $10,000 balance. All debt incurred by this unconsolidated joint venture is secured by its property as well as joint and several guarantees by Rosen-Warren and us. We do not expect events to occur that would trigger the provisions of the guarantee because our properties have historically produced sufficient cash flow to meet the related debt service requirements.

Either owner in TWMB has the right to initiate the sale or purchase of the other party's interest no sooner than October 25, 2002. If such action is initiated, one owner would determine the fair market value purchase price of the joint venture and the other would determine whether they would take the role of seller or purchaser. The owner who is to designate the fair market value purchase price would be determined by the toss of a coin. If either Rosen-Warren or we enacted this provision and depending on our role in the transaction as either seller or purchaser, we could potentially incur a cash outflow for the purchase of Rosen-Warren's interest. However, we do not expect this event to occur in the near future based on the positive expectations of developing and operating an outlet center in the Myrtle Beach area.

Other Developments

We have an option to purchase the retail portion of a site at the Bourne Bridge Rotary in Cape Cod, Massachusetts. Obtaining appropriate approvals for the Bourne project from the local authorities continues to be a challenge and consequently, we are reviewing the viability of maintaining an option on the property.

Any developments or expansions that we, or a joint venture that we are involved in, have planned or anticipated may not be started or completed as scheduled, or may not result in accretive funds from operations. In addition, we regularly evaluate acquisition or disposition proposals and engage from time to time in negotiations for acquisitions or dispositions of properties. We may also enter into letters of intent for the purchase or sale of properties. Any prospective acquisition or disposition that is being evaluated or which is subject to a letter of intent may not be consummated, or if consummated, may not result in accretive funds from operations.

Financing Arrangements

On February 9, 2001, we issued $100 million of 9 1/8% senior, unsecured notes, maturing on February 15, 2008. The net proceeds of $97 million were used to repay all of the outstanding indebtedness under the $75 million 8 3/4% notes which were due March 11, 2001. The net proceeds were also used to repay the $20 million LIBOR plus 2.25% term loan due January 2002 with Fleet National Bank and Bank of America. The interest rate swap agreements associated with this loan were terminated at a cost of $295,200 which has been included in interest expense. In addition, approximately $180,000 of unamortized costs were written off as an extraordinary item. The remaining proceeds were used for general operating purposes.

On March 26, 2001, we entered into a five year collateralized loan with Wells Fargo Bank for $24.0 million at a variable rate of LIBOR plus 1.75%. The proceeds were used to reduce amounts outstanding under existing lines of credit. Additionally, on March 26, 2001, we extended the maturity date of our existing $29.5 million term loan with Wells Fargo Bank from July 2005 to March 2006.

On May 1, 2001, we entered into an eight year collateralized loan with John Hancock Life Insurance Company for $19.45 million at a fixed rate of 7.98%. The proceeds were used to reduce amounts outstanding under existing lines of credit.

During the fourth quarter of 2001, we purchased at par approximately $14.5 million of our outstanding 7 7/8% senior, unsecured public notes that mature in

October 2004. The purchases were funded by amounts available under our unsecured lines of credit which do not mature until June 2003. Additionally during the first quarter of 2002, we have purchased at par or below, an additional $4.9 million of the October 2004 notes bringing the total purchased to $19.4 million.

At December 31, 2001, approximately 51% of our outstanding debt represented unsecured borrowings and approximately 59% of our real estate portfolio was unencumbered. The average interest rate, including loan cost amortization, on average debt outstanding for the year-ended December 31, 2001 was 8.79%.

We intend to retain the ability to raise additional capital, including public debt or equity, to pursue attractive investment opportunities that may arise and to otherwise act in a manner that we believe to be in our best interest and our shareholders' interests. During the second quarter of 2001, we amended our shelf registration for the ability to issue up to $200 million in debt and $200 million in equity securities. We may also consider the use of operational and developmental joint ventures, selling certain properties that do not meet our long-term investment criteria as well as outparcels on existing properties to generate capital to reinvest into other attractive investment opportunities.

We maintain unsecured, revolving lines of credit that provide for unsecured borrowings up to $75 million at December 31, 2001. During 2001, we extended the maturity of each of our three $25 million lines to June 30, 2003. Also during 2001, we cancelled a $25 million line of credit which reduced our borrowing ability from lines of credit from $100 million to $75 million.

Based on cash provided by operations, existing credit facilities, ongoing negotiations with certain financial institutions and our ability to sell debt or equity subject to market conditions, we believe that we have access to the necessary financing to fund the planned capital expenditures during 2002.

We anticipate that adequate cash will be available to fund our operating and administrative expenses, regular debt service obligations, and the payment of dividends in accordance with REIT requirements in both the short and long term. Although we receive most of our rental payments on a monthly basis, distributions to shareholders are made quarterly and interest payments on the senior, unsecured notes are made semi-annually. Amounts accumulated for such payments will be used in the interim to reduce the outstanding borrowings under the existing lines of credit or invested in short-term money market or other suitable instruments.

Contractual Obligations and Commercial Commitments

The following table details our contractual obligations and commercial commitments over the next five years and thereafter (in thousands):
<TABLE>
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Contractual Obligations

	2002	2003	2004	2005	2006	Thereafter
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Debt	$2,288	$23,785	$63,941	$23,888	$53,899	$190,394
Operating leases	2,264	1,914	1,832	1,824	1,819	64,401
	$4,552	$25,699	$65,773	$25,712	$55,718	$254,795

</TABLE>

Our debt agreements require the maintenance of certain ratios, including debt service coverage and leverage, and limit the payment of dividends such that dividends and distributions will not exceed funds from operations, as defined in the agreements, for the prior fiscal year on an annual basis or 95% of funds from operations on a cumulative basis. We have historically been and currently are in compliance with all of our debt covenants. We expect to remain in compliance with all our existing debt covenants; however, should circumstances arise that would cause us to be in default, the various lenders would have the ability to accelerate the maturity on our outstanding debt.

We operate in a manner intended to enable us to qualify as a REIT under the Internal Revenue Code (the "Code"). A REIT which distributes at least 90% of its taxable income to its shareholders each year and which meets certain other conditions is not taxed on that portion of its taxable income which is distributed to its shareholders. Based on our 2001 taxable income to shareholders, we were required to distribute approximately $3,044,000 in order to maintain our REIT status as described above. We distributed approximately $19,315,000 to common shareholders during 2001, significantly more than our required distributions. If events were to occur that would cause our actual dividend to be reduced, we believe we still have an adequate margin regarding required dividend payments based on our historic dividend and taxable income levels to maintain our REIT status.

The following table details our commercial commitments (in thousands):

Commercial Commitments	2003	2004
Lines of credit	$54,050	---
Joint venture guarantee	---	$36,200
	$54,050	$36,200

We currently maintain three unsecured revolving credit facilities with major national banking institutions, totaling $75 million. As of December 31, 2001 amounts outstanding under these credit facilities totaled $20.95 million. All three credit facilities expire in June 2003.

We are party to a joint and several guarantee with respect to the $36.2 million construction loan obtained by TWMB. See "Joint Ventures" section above for further discussion of the guarantee.

Related Party Transactions

In May 2000, demand notes receivable totaling $3.4 million from Stanley K. Tanger, our Chairman of the Board and Chief Executive Officer, were converted into two separate term notes of which $2.5 million was due from Stanley K. Tanger and $845,000 was due from Steven B. Tanger, our President and Chief Operating Officer. The notes amortize evenly over five years with principal and interest at a rate of 8% per annum due quarterly. The balance of Stanley K. Tanger's note at December 31, 2001, through accelerated payments, was $797,000. Steven B. Tanger's note was paid in full during 2001. Additionally in August 2001, the Board of Directors amended the notes to adjust the interest rate from 8% per annum to 90 day LIBOR plus 1.75%. We believe the amended interest rate is at arm's length based on our current unsecured, variable borrowing rate.

During the first quarter of 2002, Stanley K. Tanger made a quarterly payment of $100,000.

Market Risk

We are exposed to various market risks, including changes in interest rates. Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest rates. We do not enter into derivatives or other financial instruments for trading or speculative purposes.

We negotiate long-term fixed rate debt instruments and enter into interest rate swap agreements to manage our exposure to interest rate changes on our floating rate debt. The swaps involve the exchange of fixed and variable interest rate payments based on a contractual principal amount and time period. Payments or receipts on the agreements are recorded as adjustments to interest expense. In January 2000, we entered into new interest rate swap agreements on notional amounts totaling $20.0 million. In order to fix the interest rate, we paid $162,000. As mentioned previously in the "Financing Arrangements" section, these agreements subsequently were terminated in February 2001 at a cost of $295,200 which has been included in interest expense. In December 2000, we entered into another interest rate swap agreement on notional amounts totaling $25.0 million. This agreement fixes the 30-day LIBOR index at 5.97% through January 2003. At December 31, 2001, we would have had to pay $973,000 to terminate this agreement. A 1% decrease in the 30-day LIBOR index would increase this amount by approximately $252,000. The fair value is based on dealer quotes, considering current interest rates. We do not intend to terminate our remaining interest rate swap agreement prior to its maturity. This derivative is currently carried on our books as a liability; however if held until maturity, the value of the swap will be zero at that time.

The fair market value of long-term fixed interest rate debt is subject to interest rate risk. Generally, the fair market value of fixed interest rate debt will increase as interest rates fall and decrease as interest rates rise. The estimated fair value of our total debt at December 31, 2001 was $358.2 million while the recorded value was $358.2 million, respectively. A 1% increase from prevailing interest rates at December 31, 2001 would result in a decrease in fair value of total debt by approximately $12.1 million. Fair values were determined from quoted market prices, where available, using current interest rates considering credit ratings and the remaining terms to maturity.

Critical Accounting Policies

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Cost Capitalization

We capitalize fees and costs incurred to originate operating leases, including certain payroll, fringe benefits and other incremental direct costs, as deferred charges. The amount of these costs we capitalize is based on our estimate of the amount of costs directly related to executing successful leases. We amortize these costs to expense over the average minimum lease term.

We capitalize costs incurred for the construction and development of properties, including certain payroll, fringe benefits and direct and indirect project costs. The amount of these costs we capitalize is based on our estimate of the amount of costs directly related to the construction or development of these assets. Direct costs to acquire assets are capitalized once the acquisition becomes probable. The American Institute of Certified Public Accountants' Accounting Standards Executive Committee is currently considering a proposal that would limit the amount of overhead costs companies capitalize to certain payroll or payroll related costs. If this proposal is adopted, the amount of costs we capitalize will be less than would have been capitalized before the adoption of this proposal.

Impairment of Long-Lived Assets

Rental property held and used is reviewed for impairment in the event that facts and circumstances indicate the carrying amount of an asset may not be recoverable. In such an event, we compare the estimated future undiscounted cash flows associated with the asset to the asset's carrying amount, and if less, recognize an impairment loss in an amount by which the carrying amount exceeds its fair value. We believe that no material impairment existed at December 31, 2001.

Revenue Recognition

Base rentals are recognized on a straight-line basis over the terms of the related leases. Substantially all leases contain provisions which provide additional rents based on tenants' sales volume ("percentage rentals") and reimbursement of the tenants' share of advertising and promotion, common area maintenance, insurance and real estate tax expenses. Percentage rentals are recognized when specified targets that trigger the contingent rent are met. Expense reimbursements are recognized in the period the applicable expenses are incurred. Payments received from the early termination of leases are recognized when the applicable space is released, or, otherwise are recognized over the remaining lease term. Business interruption insurance proceeds received are recognized as other income over the estimated period of interruption.

Funds from Operations

We believe that for a clear understanding of our consolidated historical operating results, FFO should be considered along with net income as presented in the audited consolidated financial statements included elsewhere in this report. FFO is presented because it is a widely accepted financial indicator used by certain investors and analysts to analyze and compare one equity real estate investment trust ("REIT") with another on the basis of operating performance. FFO is generally defined as net income (loss), computed in accordance with generally accepted accounting principles, before extraordinary items and gains (losses) on sale or disposal of depreciable operating properties, plus depreciation and amortization uniquely significant to real estate. We caution that the calculation of FFO may vary from entity to entity and as such the presentation of FFO by us may not be comparable to other similarly titled measures of other reporting companies. FFO does not represent net income or cash flow from operations as defined by generally accepted accounting principles and should not be considered an alternative to net income as an indication of operating performance or to cash flows from operations as a measure of liquidity. FFO is not necessarily indicative of cash flows available to fund dividends to shareholders and other cash needs.

Below is a calculation of FFO for the years ended December 31, 2001, 2000 and 1999 as well as actual cash flow and other data for those respective periods (in thousands):

<TABLE>
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	2001	2000	1999
Funds from Operations:			
<S>	<C>	<C>	<C>
Net income	$ 7,112	$ 4,312	$ 15,588
Adjusted for:			
Extraordinary item-loss on early extinguishment of debt	244	---	249
Minority interest	2,136	956	5,374
Depreciation and amortization uniquely significant			

to real estate	28,276	25,954	24,603
Loss (gain) on sale or disposal of real estate	---	6,981	(4,141)
Funds from operations before minority interest (1)	$ 37,768	$ 38,203	$ 41,673
Cash flow provided by (used in):			
Operating activities	$ 44,626	$ 38,420	$ 43,175
Investing activities	$ (23,269)	$ (25,815)	$ (45,959)
Financing activities	$ (21,476)	$ (12,474)	$ (3,043)
Weighted average shares outstanding (2)	11,707	11,706	11,698

(1) For the years ended December 31, 2000 and 1999, includes $908 and $687 in gains on sales of outparcels of land. (2) Assumes our preferred shares, share and unit options and partnership units of the Operating Partnership held by the minority interest are all converted to our common shares.
</TABLE>

New Accounting Pronouncements

The Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended by FAS 137 and FAS 138, (collectively, "FAS 133"). Upon adoption on January 1, 2001, we recorded a cumulative effect adjustment of $216,500, net of minority interest of $83,000, in other comprehensive income (loss). At December 31, 2001 in accordance with the provisions of FAS 133, our sole interest rate swap agreement has been designated as a cash flow hedge and is carried on the balance sheet at fair value. At December 31, 2001, the fair value of the hedge is recorded as a liability of $973,000 in accounts payable and accrued expenses.

The FASB also issued SFAS Nos. 141 and 142, "Business Combinations" and "Goodwill and Other Intangible Assets" ("FAS 141") and ("FAS 142"), respectively on June 29, 2001. The provisions of FAS 141 apply to all business combinations initiated after June 30, 2001. FAS 142 is required to be adopted beginning January 1, 2002. We currently do not have any assets identified as either goodwill or intangible assets.

In 2001, the FASB issued SFAS No. 143, "Accounting for Obligations Associated with Retirement of Long-Lived Assets" ("FAS 143"). FAS 143 establishes accounting standards for the recognition and measurement of an asset retirement obligation and its associated asset retirement costs. It also provides accounting guidance for legal obligations associated with the retirement of tangible long-lived assets. FAS No. 143 is effective for fiscal years beginning after June 15, 2002. We believe the provisions of FAS No. 143 will not have a significant effect on our results of operations or our financial position.

In 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("FAS 144"), which replaces SFAS No. 121 "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of" ("FAS 121"). FAS 144 retains the requirements of FAS 121 to recognized an impairment loss only if the carrying amount of a long-lived asset is not recoverable from its undiscounted cash flows and to measure an impairment loss as the difference between the carrying amount and fair value of the asset. The provisions of FAS 144 are effective for financial statements issued for fiscal years beginning after December 15, 2001. We will implement the provisions of FAS 144 on January 1, 2002. We believe FAS 144 will not have a significant effect on our results of operations or our financial position.

Under both FAS No. 121 and 144, real estate assets designated as held for sale are stated at their fair value less costs to sell. We classify real estate as held for sale when our Board of Directors approves the sale of the assets and we have commenced an active program to sell the assets. Subsequent to this classification, no further depreciation is recorded on the assets. Under FAS No. 121, the operating results of real estate assets held for sale are included in continuing operations. Upon implementation of FAS No. 144 in 2002, the operating results of newly designated real estate assets held for sale will be included in discontinued operations in our results of operations. We currently do not have any assets that are held for sale.

During 2000, the American Institute of Certified Public Accountants' Accounting Standards Executive Committee issued an exposure draft Statement of Position ("SOP") regarding the capitalization of costs associated with property, plant and equipment. Under the proposed SOP, all property plant and equipment related costs would be expensed unless the costs are directly identifiable with specific projects and the proposal would limit the amount of overhead costs companies capitalize to certain payroll or payroll related costs. If this proposal is adopted, the amount of costs we capitalize will be less than would have been capitalized before the adoption of this proposal. The expected effective date of the final SOP is expected in late 2002 or 2003.

Economic Conditions and Outlook

The majority of our leases contain provisions designed to mitigate the impact of inflation. Such provisions include clauses for the escalation of base rent and clauses enabling us to receive percentage rentals based on tenants' gross sales (above predetermined levels, which we believe often are lower than traditional retail industry standards) which generally increase as prices rise. Most of the leases require the tenant to pay their share of property operating expenses, including common area maintenance, real estate taxes, insurance and advertising and promotion, thereby reducing exposure to increases in costs and operating expenses resulting from inflation.

While factory outlet stores continue to be a profitable and fundamental distribution channel for brand name manufacturers, some retail formats are more successful than others. As typical in the retail industry, certain tenants have closed, or will close, certain stores by terminating their lease prior to its natural expiration or as a result of filing for protection under bankruptcy laws.

Approximately 33% of our lease portfolio is scheduled to expire during the next two years. Approximately 927,000 square feet of space is up for renewal during 2002, 20% of which is located in our dominant center in Riverhead, NY, and approximately 848,000 square feet will come up for renewal in 2003. If we were unable to successfully renew or release a significant amount of this space on favorable economic terms, the loss in rent could have a material adverse effect on our results of operations.

We renewed 82% of the 684,000 square feet that came up for renewal in 2001 with the existing tenants at an average base rental rate of approximately 6% higher than the expiring rate. This compares with the renewal of 75% of the 690,000 square feet that came up for renewal in 2000 with the existing tenants at an average base rental rate 4% higher than the expiring rate. We also re-tenanted 269,000 square feet during 2001 at a 10% increase in the average base rental rate. This compares favorably with the 303,000 square feet that were released in 2000 at an average increase of 7%.

Existing tenants' sales have remained stable and renewals by existing tenants have remained strong. As of March 1, 2002, existing tenants have already renewed approximately 341,000, or 37%, of the square feet scheduled to expire in 2002. In addition, we continue to attract and retain additional tenants. Our factory outlet centers typically include well-known, national, brand name companies. By maintaining a broad base of creditworthy tenants and a geographically diverse portfolio of properties located across the United States, we reduce our operating and leasing risks. No one tenant (including affiliates) accounts for more than 6% of our combined base and percentage rental revenues. Accordingly, we do not expect any material adverse impact on our results of operation and financial condition as a result of leases to be renewed or stores to be released.

As of December 31, 2001 and 2000, our centers were 96% occupied. Consistent with our long-term strategy of re-merchandising centers, we will continue to hold space off the market until an appropriate tenant is identified. While we believe this strategy will add value to our centers in the long-term, it may continue to reduce our average occupancy rates in the near term.

Item 8. Financial Statements and Supplementary Data

The information required by this Item is set forth at the pages indicated in

Item 14(a) below.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

Not applicable.

PART III

Certain information required by Part III is omitted from this Report in that the registrant will file a definitive proxy statement pursuant to Regulation 14A (the "Proxy Statement") not later than 120 days after the end of the fiscal year covered by this Report, and certain information included therein is incorporated herein by reference. Only those sections of the Proxy Statement which specifically address the items set forth herein are incorporated by reference.

Item 10. Directors and Executive Officers of the Registrant

The information concerning our directors required by this Item is incorporated by reference to our Proxy Statement.

The information concerning our executive officers required by this Item is incorporated by reference herein to the section in Part I, Item 4, entitled "Executive Officers of the Registrant".

The information regarding compliance with Section 16 of the Securities and Exchange Act of 1934 is to be set forth in the Proxy Statement and is hereby incorporated by reference.

Item 11. Executive Compensation

The information required by this Item is incorporated by reference to our Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information required by this Item is incorporated by reference to our Proxy Statement.

Item 13. Certain Relationships and Related Transactions

The information required by this Item is incorporated by reference to our Proxy Statement.

PART IV

Item 14. Exhibits, Financial Statements Schedules, and Reports on Form 8-K

(a) Documents filed as a part of this report:

1. Financial Statements

2. Financial Statement Schedule

Schedule III

All other schedules have been omitted because of the absence of conditions under which they are required or because the required information is given in the above-listed financial statements or notes thereto.

3. Exhibits

Exhibit No.	Description
3.1	Amended and Restated Articles of Incorporation of the Company. (Note 6)
3.1A	Amendment to Amended and Restated Articles of Incorporation dated May 29, 1996. (Note 6)
3.1B	Amendment to Amended and Restated Articles of Incorporation dated August 20, 1998. (Note 9)
3.1C	Amendment to Amended and Restated Articles of Incorporation dated September 30, 1999. (Note 11)
3.2	Restated By-Laws of the Company. (Note 11)
3.3	Amended and Restated Agreement of Limited Partnership for the Operating Partnership. (Note 11)
4.1	Form of Deposit Agreement, by and between the Company and the Depositary, including Form of Depositary Receipt. (Note 1)
4.2	Form of Preferred Stock Certificate. (Note 1)
4.3	Rights Agreement, dated as of August 20, 1998, between Tanger Factory Outlet Centers, Inc. and BankBoston, N.A., which includes the form of Articles of Amendment to the Amended and Restated Articles of Incorporation, designating the preferences, limitations and relative rights of the Class B Preferred Stock as Exhibit A, the form of Right

Certificate as Exhibit B and the Summary of Rights as Exhibit C. (Note 8)

4.3A Amendment to Rights Agreement, dated as of October 30, 2001.

10.1 Amended and Restated Unit Option Plan. (Note 9)

10.2 Amended and Restated Share Option Plan of the Company. (Note 9)

10.3 Form of Stock Option Agreement between the Company and certain Directors. (Note 3)

10.4 Form of Unit Option Agreement between the Operating Partnership and certain employees. (Note 3)

10.5 Amended and Restated Employment Agreement for Stanley K. Tanger, as of January 1, 1998. (Note 9)

10.5A Amended Employment Agreement for Stanley K. Tanger, as of January 1, 2001.

10.6 Amended and Restated Employment Agreement for Steven B. Tanger, as of January 1, 1998. (Note 9)

10.6A Amended Employment Agreement for Steven B. Tanger, as of January 1, 2001.

10.7 Amended and Restated Employment Agreement for Willard Albea Chafin, Jr., as of January 1, 2002

10.8 Amended and Restated Employment Agreement for Rochelle Simpson, as of January 1, 2002

10.9 Not applicable.

10.10 Amended and Restated Employment Agreement for Frank C. Marchisello, Jr., as of January 1, 2002

10.11 Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger. (Note 2)

10.11A Amendment to Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger. (Note 4)

10.12 Agreement Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. (Note 2)

10.13 Assignment and Assumption Agreement among Stanley K. Tanger, Stanley K. Tanger & Company, the Tanger Family Limited Partnership, the Operating Partnership and the Company. (Note 2)

10.14 Promissory Notes by and between the Operating Partnership and John Hancock Mutual Life Insurance Company aggregating $66,500,000. (Note 10)

10.15 Form of Senior Indenture. (Note 5)

10.16 Form of First Supplemental Indenture (to Senior Indenture). (Note 5)

10.16A Form of Second Supplemental Indenture (to Senior Indenture) dated October 24, 1997 among Tanger Properties Limited Partnership, Tanger Factory Outlet Centers, Inc. and State Street Bank & Trust Company. (Note 7)

10.17 Promissory Note 05/16/2000 (Note 12)

10.18 Promissory Note 05/16/2000 (Note 12)

21.1 List of Subsidiaries.

23.1 Consent of PricewaterhouseCoopers LLP.

Notes to Exhibits:

1. Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-11 filed October 6, 1993, as amended.

2. Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-11 filed May 27, 1993, as amended.

3. Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1993.

4. Incorporated by reference to the exhibits to the Company's Annual Report

on Form 10-K for the year ended December 31, 1995.

5. Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated March 6, 1996.

6. Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1996.

7. Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated October 24, 1997.

8. Incorporated by reference to Exhibit 1.1 to the Company's Registration Statement on Form 8-A, filed August 24, 1998.

9. Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1998.

10. Incorporated by reference to the exhibit to the Company's Quarterly Report on 10-Q for the quarter ended March 31, 1999.

11. Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1999.

12. Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

(b) Reports on Form 8-K - none.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TANGER FACTORY OUTLET CENTERS, INC.

By:/s/ Stanley K. Tanger
Stanley K. Tanger
Chairman of the Board and
Chief Executive Officer

March 28, 2002

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Stanley K. Tanger Stanley K. Tanger	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 28, 2002
/s/ Steven B. Tanger Steven B. Tanger	Director, President and Chief Operating Officer	March 28, 2002
/s/ Frank C. Marchisello Jr. Frank C. Marchisello, Jr.	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 28, 2002
/s/ Jack Africk Jack Africk	Director	March 28, 2002
/s/ William G. Benton William G. Benton	Director	March 28, 2002
/s/ Thomas E. Robinson Thomas E. Robinson	Director	March 28, 2002

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and Shareholders of
TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of shareholders' equity and of cash flows present fairly, in all material respects, the financial position of Tanger Factory Outlet Centers, Inc. and its subsidiaries at December 31, 2001 and 2000, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2001, in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 4 to the consolidated financial statements and in accordance with SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities", the Company changed its accounting method for derivative instruments and hedging activities.

/s/ PricewaterhouseCoopers LLP

Raleigh, NC
January 17, 2002

<TABLE>
<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	December 31, 2001	2000
ASSETS		
Rental Property		
Land	$ 60,158	$ 59,858
Buildings, improvements and fixtures	539,108	505,554
Developments under construction	-	19,516
	599,266	584,928
Accumulated depreciation	(148,950)	(122,365)
Rental property, net	450,316	462,563
Cash and cash equivalents	515	634
Deferred charges, net	11,413	8,566
Other assets	14,028	15,645
Total assets	$ 476,272	$ 487,408
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities		
Debt		
Senior, unsecured notes	$ 160,509	$ 150,000
Mortgages payable	176,736	135,313
Term note, unsecured	-	20,000
Lines of credit	20,950	41,530
	358,195	346,843
Construction trade payables	3,722	9,784
Accounts payable and accrued expenses	16,478	12,807
Total liabilities	378,395	369,434
Commitments		
Minority interest	21,506	27,097
Shareholders' equity		
Preferred shares, $.01 par value, 1,000,000 shares authorized, 80,600 shares issued and outstanding at December 31, 2001 and 2000	1	1
Common shares, $.01 par value, 50,000,000 shares authorized, 7,929,711 and 7,918,911 shares issued and outstanding at December 31, 2001 and 2000	79	79
Paid in capital	136,529	136,358
Distributions in excess of net income	(59,534)	(45,561)
Accumulated other comprehensive loss	(704)	-

Total shareholders' equity	76,371	90,877
Total liabilities and shareholders' equity	$ 476,272	$ 487,408

The accompanying notes are an integral part of these consolidated financial statements.

</TABLE>

<TABLE>
<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Year Ended December 31, 2001	2000	1999
REVENUES			
<S>	<C>	<C>	<C>
Base rentals	$ 75,354	$ 71,457	$ 69,180
Percentage rentals	2,735	3,253	3,141
Expense reimbursements	30,207	30,046	27,910
Other income	2,772	4,065	3,785
Total revenues	111,068	108,821	104,016
EXPENSES			
Property operating	34,639	33,623	30,585
General and administrative	8,231	7,366	7,298
Interest	30,134	27,565	24,239
Depreciation and amortization	28,572	26,218	24,824
Asset write-down	---	1,800	---
Total expenses	101,576	96,572	86,946
Income before (loss) gain on sale or disposal of real estate, minority interest and extraordinary item	9,492	12,249	17,070
(Loss) gain on sale or disposal of real estate	---	(6,981)	4,141
Income before minority interest and extraordinary item	9,492	5,268	21,211
Minority interest	(2,136)	(956)	(5,374)
Income before extraordinary item	7,356	4,312	15,837
Extraordinary item - Loss on early extinguishment of debt, net of minority interest of $94 and $96 in 2001 and 1999	(244)	---	(249)
Net income	7,112	4,312	15,588
Less applicable preferred share dividends	(1,771)	(1,823)	(1,917)
Net income available to common shareholders	$ 5,341	$ 2,489	$ 13,671
Basic earnings per common share:			
Income before extraordinary item	$ 0.70	$ 0.32	$ 1.77
Extraordinary item	(0.03)	---	(0.03)
Net income	$ 0.67	$ 0.32	$ 1.74
Diluted earnings per common share:			
Income before extraordinary item	$ 0.70	$ 0.31	$ 1.77
Extraordinary item	(0.03)	---	(0.03)
Net income	$ 0.67	$ 0.31	$ 1.74

The accompanying notes are an integral part of these consolidated financial statements.

</TABLE>

<TABLE>
<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
For the Years Ended December 31, 2001, 2000, and 1999
(In thousands, except share data)

	Preferred Shares	Common Shares	Paid in Capital	Distributions in Excess of Net Income	Accumulated Other Comprehensive Loss	Total Shareholder Equity

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, December 31, 1998	$ 1	$ 79	$ 137,530	$ (23,571)	$ -	$ 114,039
Net income	---	---	---	15,588	---	15,588
Conversion of 3,000 preferred shares into 27,029 common shares	---	1	(1)	---	---	---
Issuance of 500 common shares upon exercise of unti options	---	---	12	---	---	12
Repurchase and retirement of 48,300 common shares	---	(1)	(957)	---	---	(958)
Adjustment for minority interest in the Operating Partnership	---	---	(13)	---	---	(13)
Preferred dividends ($21.76 per share)	---	---	---	(1,918)	---	(1,918)
Common dividends ($2.42 per share)	---	---	---	(18,986)	---	(18,986)
Balance, December 31, 1999	1	79	136,571	(28,887)	---	107,764
Net income	---	---	---	4,312	---	4,312
Conversion of 4,670 preferred shares into 42,076 common shares	---	---	---	---	---	---
Adjustment for minority interest in the Operating Partnership	---	---	(213)	---	---	(213)
Preferred dividends ($21.87 per share)	---	---	---	(1,840)	---	(1,840)
Common dividends ($2.43 per share)	---	---	---	(19,146)	---	(19,146)
Balance, December 31, 2000	1	79	136,358	(45,561)	---	90,877
Comprehensive income:						
Net income	---	---	---	7,112	---	7,112
Unrealized loss on mark-to-market of cash flow hedge	---	---	---	---	(704)	(704)
Total comprehensive income	---	---	---	7,112	(704)	6,408
Issuance of 10,800 common shares upon exercise of unit options	---	---	201	---	---	201
Adjustment for minority interest in the Operating Partnership	---	---	(30)	---	---	(30)
Preferred dividends ($21.96 per share)	---	---	---	(1,770)		(1,770)
Common dividends ($2.44 per share)	---	---	---	(19,315)		(19,315)
Balance, December 31, 2001	$ 1	$ 79	$ 136,529	$ (59,534)	$ (704)	$ 76,371

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

<TABLE>
<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31, 2001	2000	1999
OPERATING ACTIVITIES			
<S>	<C>	<C>	<C>
Net income	$ 7,112	$ 4,312	$ 15,588
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	28,572	26,218	24,824
Amortization of deferred financing costs	1,309	1,264	1,005
Minority interest	2,042	956	5,278
Loss on early extinguishment of debt	338	0	345
Asset write-down	---	1,800	0
Gain on disposal or sale of real estate	---	6,981	(4,141)
Gain on sale of outparcels of land	---	(908)	(687)
Straight-line base rent adjustment	342	92	(214)
Increase (decrease) due to changes in:			
Other assets	2,213	(2,021)	(1,181)
Accounts payable and accrued expenses	2,698	(274)	2,358
Net cash provided by operating activities	44,626	38,420	43,175
INVESTING ACTIVITIES			
Acquisition of rental properties	---	---	(15,500)
Additions to rental properties	(20,368)	(36,056)	(34,224)
Additions to investments in joint ventures	(4,068)	(117)	
Additions to deferred lease costs	(1,618)	(2,238)	(1,862)
Net proceeds from sale of real estate	723	8,598	1,987
Net insurance proceeds from property losses	---	4,046	6,451
Collections from (advances to) officers, net	2,062	(48)	(2,811)
Net cash used in investing activities	(23,269)	(25,815)	(45,959)
FINANCING ACTIVITIES			
Repurchase of common shares	---	---	(958)
Cash dividends paid	(21,085)	(20,986)	(20,904)
Distributions to minority interest	(7,394)	(7,362)	(7,325)
Proceeds from issuance of debt	279,075	172,595	185,055
Repayments of debt	(267,723)	(155,399)	(157,893)
Additions to deferred financing costs	(4,550)	(1,322)	(1,030)
Proceeds from exercise of unit options	201	---	12
Net cash used in financing activities	(21,476)	(12,474)	(3,043)
Net increase (decrease) in cash and cash equivalents	(119)	131	(5,827)
Cash and cash equivalents, beginning of period	634	503	6,330
Cash and cash equivalents, end of period	$ 515	$ 634	$ 503

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization of the Company

Tanger Factory Outlet Centers, Inc., a fully-integrated, self-administered, self-managed real estate investment trust ("REIT"), develops, owns and operates factory outlet centers. Recognized as one of the largest owners and operators of factory outlet centers in the United States, we own and operate 29 factory outlet centers located in 20 states with a total gross leasable area of approximately 5.3 million square feet at the end of 2001. We provide all development, leasing and management services for our centers.

Our factory outlet centers and other assets are held by, and all of our operations are conducted by, Tanger Properties Limited Partnership (the "Operating Partnership"). Prior to 1999, we owned the majority of the units of partnership interest issued by the Operating Partnership (the "Units") and served as its sole general partner. During 1999, we transferred our ownership of Units into two wholly owned subsidiaries, the Tanger GP Trust and the Tanger LP Trust. The Tanger GP Trust controls the Operating Partnership as its sole general partner. The Tanger LP Trust holds a limited partnership interest. All of the remaining Units are owned by the Tanger Family in an entity named the Tanger Family Limited Partnership ("TFLP"). TFLP holds a limited partnership interest in and is a minority owner of the Operating Partnership. Stanley K. Tanger, the Company's Chairman of the Board and Chief Executive Officer, is the sole general partner of TFLP.

As of December 31, 2001, our wholly owned subsidiaries owned 7,929,711 Units, and 80,600 Preferred Units (which are convertible into approximately 726,203 limited partnership Units) and TFLP owned 3,033,305 Units. TFLP's Units are exchangeable, subject to certain limitations to preserve our status as a REIT, on a one-for-one basis for our common shares. Preferred Units are automatically converted into limited partnership Units to the extent of any conversion of our preferred shares into our common shares.

2. Summary of Significant Accounting Policies

Principles of Consolidation - The consolidated financial statements include our accounts, our wholly-owned subsidiaries and the Operating Partnership. All significant intercompany balances and transactions have been eliminated in consolidation. Investments in real estate joint ventures that represent non-controlling ownership interests are accounted for using the equity method of accounting.

Minority Interest - Minority interest reflects TFLP's percentage ownership of the Operating Partnership's Units. Income is allocated to the TFLP based on its respective ownership interest.

Reclassifications - Certain amounts in the 2000 and 1999 financial statements have been reclassified to conform to the 2001 presentation.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Operating Segments - We aggregate the financial information of all centers into one reportable operating segment because the centers all have similar economic characteristics and provide similar products and services to similar types and classes of customers.

Rental Properties - Rental properties are recorded at cost less accumulated depreciation. Costs incurred for the construction and development of properties, including certain payroll, fringe benefits and direct and indirect project costs, are capitalized. The amount of these costs capitalized is based on our estimate of the amount of costs directly related to the construction or development of these assets. Direct costs to acquire assets are capitalized once the acquisition becomes probable. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets. We generally use estimated lives ranging from 25 to 33 years for buildings, 15 years for land improvements and seven years for equipment. Expenditures for ordinary maintenance and repairs are charged to operations as incurred while significant renovations and improvements, including tenant finishing allowances, that improve and/or extend the useful life of the asset are capitalized and depreciated over their estimated useful life.

Buildings, improvements and fixtures consist primarily of permanent buildings and improvements made to land such as landscaping and infrastructure and costs incurred in providing rental space to tenants. Interest costs capitalized during 2001, 2000 and 1999 amounted to $551,000, $1,020,000 and $1,242,000 and development costs capitalized amounted to $616,000, $843,000 and $1,711,000, respectively. Depreciation expense for each of the years ended December 31, 2001, 2000 and 1999 was $26,585,000 $24,239,000 and $23,095,000, respectively.

The pre-construction stage of project development involves certain costs to secure land control and zoning and complete other initial tasks essential to the development of the project. These costs are transferred from other assets to developments under construction when the pre-construction tasks are completed. Costs of potentially unsuccessful pre-construction efforts are charged to operations when the project is abandoned.

Cash and Cash Equivalents - All highly liquid investments with an original maturity of three months or less at the date of purchase are considered to be cash and cash equivalents. Cash balances at a limited number of banks may periodically exceed insurable amounts. We believe that we mitigate our risk by investing in or through major financial institutions. Recoverability of investments is dependent upon the performance of the issuer.

Deferred Charges - Deferred lease costs consist of fees and costs incurred, including payroll, fringe benefits and other incremental direct costs, to originate successful, operating leases and are amortized over the average minimum lease term. Deferred financing costs include fees and costs incurred to obtain long-term financing and are amortized over the terms of the respective loans. Unamortized deferred financing costs are charged to expense when debt is retired before the maturity date.

Impairment of Long-Lived Assets - Rental property held and used is reviewed for impairment in the event that facts and circumstances indicate the carrying amount of an asset may not be recoverable. In such an event, we compare the estimated future undiscounted cash flows associated with the asset to the asset's carrying amount, and if less, recognize an impairment loss in an amount by which the carrying amount exceeds its fair value. We believe that no material impairment existed at December 31, 2001.

Derivatives - We selectively enter into interest rate protection agreements to mitigate changes in interest rates on our variable rate borrowings. The notional amounts of such agreements are used to measure the interest to be paid or received and do not represent the amount of exposure to loss. None of these agreements are used for speculative or trading purposes. The cost of these agreements is included in deferred financing costs and is amortized on a straight-line basis over the life of the agreements.

On January 1, 2001 we adopted Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" as amended by FAS 137 and FAS 138, (collectively, "FAS 133"). FAS 133 requires entities to recognize all derivatives as either assets or liabilities in the statement of financial position and measure those instruments at their fair value. FAS 133 also requires us to measure the effectiveness, as defined by FAS 133, of all derivatives to be accounted for as hedges. We formally document our derivative transactions, including identifying the hedge instruments and hedged items, as well as our risk management objectives and strategies for entering into the hedge transaction. At inception and on a quarterly basis thereafter, we assess the effectiveness of derivatives used to hedge transactions. If a derivative is deemed effective, we record the change in fair value in other comprehensive income. If after assessment it is determined that a portion of the derivative is ineffective, then that portion of the derivative's change in fair value will be immediately recognized in earnings.

Income Taxes - We operate in a manner intended to enable us to qualify as a REIT under the Internal Revenue Code (the "Code"). A REIT which distributes at least 90% of its taxable income to its shareholders each year and which meets certain other conditions is not taxed on that portion of its taxable income which is distributed to its shareholders. We intend to continue to qualify as a REIT and to distribute substantially all of our taxable income to our shareholders. Accordingly, no provision has been made for Federal income taxes. We paid preferred dividends per share of $21.96, $21.87, and $21.76 in 2001, 2000 and 1999, respectively, all of which are treated as ordinary income. For income tax purposes, distributions paid to common shareholders consist of ordinary income, capital gains, return of capital or a combination thereof. For the year ended December 31, 1999, we elected to distribute all of our taxable capital gains. Dividends per share were taxable as follows:

<TABLE>
<CAPTION>

Common dividends per share:	2001	2000	1999
<S>	<C>	<C>	<C>
Ordinary income	$ .536	$ .341	$ 1.328
Return of capital	1.902	2.087	1.039
Long-term capital gain	---	---	.048
	$2.438	$2.428	$ 2.415

</TABLE>

The following reconciles net income available to common shareholders to taxable income available to common shareholders for the years ended December 31, 2001, 2000 and 1999:

<TABLE>
<CAPTION>

	2001	2000	1999
<S>	<C>	<C>	<C>
Net income available to common shareholders	$ 5,341	$ 2,489	$13,671
Book/tax difference on:			
Depreciation and amortization	(667)	(1,114)	(3,763)
Gain/(Loss) on sale or disposal of real estate	(1,116)	643	(3,241)
Other differences	(176)	73	468
Taxable income available to common shareholders	3,382	2,091	7,135

</TABLE>

Revenue Recognition - Base rentals are recognized on a straight-line basis over the term of the lease. Substantially all leases contain provisions which provide additional rents based on tenants' sales volume ("percentage rentals") and reimbursement of the tenants' share of advertising and promotion, common area maintenance, insurance and real estate tax expenses. Percentage rentals are recognized when specified targets that trigger the contingent rent are met. Expense reimbursements are recognized in the period the applicable expenses are incurred. Payments received from the early termination of leases are recognized when the applicable space is released, or, otherwise are amortized over the remaining lease term. Business interruption insurance proceeds received are recognized as other income over the estimated period of interruption.

Concentration of Credit Risk - We perform ongoing credit evaluations of our tenants. Although the tenants operate principally in the retail industry, the properties are geographically diverse. No single tenant accounted for 10% or more of combined base and percentage rental income during 2001, 2000 or 1999.

New Accounting Pronouncements - The Financial Accounting Standards Board (the "FASB") issued Statement of Financial Accounting Standards Nos. 141 and 142, "Business Combinations" and "Goodwill and Other Intangible Assets" ("FAS 141") and ("FAS 142"), respectively on June 29, 2001. The provisions of FAS 141 apply to all business combinations initiated after June 30, 2001. FAS 142 is required to be adopted beginning January 1, 2002. We currently do not have any assets identified as either goodwill or intangible assets.

In 2001, the FASB issued SFAS No. 143, "Accounting for Obligations Associated with Retirement of Long-Lived Assets" ("FAS 143"). FAS 143 establishes accounting standards for the recognition and measurement of an asset retirement obligation and its associated asset retirement costs. It also provides accounting guidance for legal obligations associated with the retirement of tangible long-lived assets. FAS No. 143 is effective for fiscal years beginning after June 15, 2002. We believe the provisions of FAS No. 143 will not have a significant effect on our results of operations or our financial position.

In 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" ("FAS 144"), which replaces SFAS No. 121 "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of" ("FAS 121"). FAS 144 retains the requirements of FAS 121 to recognized an impairment loss only if the carrying amount of a long-lived asset is not recoverable from its undiscounted cash flows and to measure an impairment loss as the difference between the carrying amount and fair value of the asset. The provisions of FAS 144 are effective for financial statements issued for fiscal years beginning after December 15, 2001. We will implement the provisions of FAS 144 on January 1, 2002. We believe FAS 144 will not have a significant effect on our results of operations or our financial position.

Under both FAS No. 121 and 144, real estate assets designated as held for sale are stated at their fair value less costs to sell. We classify real estate as held for sale when our Board of Directors approves the sale of the assets and we have commenced an active program to sell the assets. Subsequent to this classification, no further depreciation is recorded on the assets. Under FAS No. 121, the operating results of real estate assets held for sale are included in continuing operations. Upon implementation of FAS No. 144 in 2002, the operating results of newly designated real estate assets held for sale will be included in discontinued operations in the consolidated results of operations. We currently do not have any assets that are held for sale.

Supplemental Cash Flow Information - We purchase capital equipment and incur costs relating to construction of new facilities, including tenant finishing allowances. Expenditures included in construction trade payables as of December 31, 2001, 2000 and 1999 amounted to $3,722,000, $9,784,000 and $6,287,000, respectively. Interest paid, net of interest capitalized, in 2001, 2000 and 1999 was $27,379,000 $25,644,000 and $23,179,000, respectively.

Other assets includes a receivable from the sale of real estate of $723,500 as of December 31, 2000.

3. Investments in Real Estate Joint Ventures

At December 31, 2001, our investment in unconsolidated real estate joint ventures, of which we own 50%, was $4.2 million. These investments are recorded initially at cost and subsequently adjusted for net equity in income (loss) and cash contributions and distributions and are included in other assets. Equity in income (loss) is included in other income. Our investment in real estate joint ventures is reduced by 50% of the profits earned for services we provided to the joint ventures.

Effective August 7, 2000, we announced the formation of a joint venture with C. Randy Warren Jr., former Senior Vice President of Leasing of the Company. The new entity, Tanger-Warren Development, LLC ("Tanger-Warren"), was formed to identify, acquire and develop sites exclusively for us. We agreed to be co-managers of Tanger-Warren, each with 50% ownership interest in the joint venture and any entities formed with respect to a specific project. As of December 31, 2001, our investment in Tanger-Warren amounted to approximately $9,000 and the impact of this joint venture on our results of operations has been insignificant.

In September 2001, we established a joint venture, TWMB Associates, LLC ("TWMB"), with respect to our Myrtle Beach, South Carolina project with Rosen-Warren Myrtle Beach LLC ("Rosen-Warren"). Rosen-Warren and we each own 50% of TWMB. Also, in September 2001 TWMB began construction on the first phase of a new 400,000 square foot Tanger Outlet Center in Myrtle Beach, SC. In conjunction with the beginning of construction, TWMB closed on a construction loan in the amount of $36.2 million with Bank of America, NA (Agent) and SouthTrust Bank, the proceeds of which will be used to develop the Tanger Outlet Center in Myrtle Beach, SC. As of December 31, 2001, the construction loan had a $10,000 balance. All debt incurred by this unconsolidated joint venture is secured by its property as well as joint and several guarantees by us and by our respective venture partner.

We receive fees from TWMB for our respective development, leasing and other services and, upon the opening of phase one of the Myrtle Beach property, will receive on-going asset management fees. Since this project was under construction during 2001, the impact of this joint venture to our consolidated results of operations was insignificant.

<TABLE>
<CAPTION>

Summary unaudited financial information of joint ventures accounted for using the equity method as of December 31, 2001 and 2000 is as follows (in thousands):

	2001	2000
Assets:		
<S>	<C>	<C>
Investment properties at cost, net	$7,348	$ -
Cash and cash equivalents	136	141
Other assets	2,199	175
Total assets	$9,683	$ 316
Liabilities and Owners' Equity		
Debt	$ 10	$ -
Accounts payable and other liabilities	1,030	85
Total liabilities	1,040	85
Owners' equity	8,643	231
Total liabilities and owners' equity	$9,683	$ 316

</TABLE>

4. Accounting Change - Derivative Financial Instruments

Effective January 1, 2001, we adopted Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended by FAS 137 and FAS 138 (collectively, "FAS 133"). Upon adoption we recorded a cumulative effect adjustment of $216,500 loss, net of minority interest of $83,000, in other comprehensive income (loss). As discussed in Note 7, certain interest rate swap agreements were terminated during the first quarter of 2001 and the other comprehensive loss totaling $106,000, net of minority interest of $41,000, recognized at adoption relating to these agreements was reclassified to earnings. In accordance with the provisions of FAS 133, our sole remaining interest rate swap agreement has been designated as a cash flow hedge and is carried on the balance sheet at fair value. At December 31, 2001, the fair value of the hedge is recorded as a liability of $973,000 in accounts payable and accrued expenses. For the year ended December 31, 2001, the change in the fair value of the remaining derivative instrument was recorded as a $593,000 loss, net of minority interest of $227,000, to accumulated other comprehensive income. Total comprehensive income for the year ended December 31, 2001 is as follows (in thousands):

<TABLE>
<CAPTION>

	2001
<S>	<C>
Net income	$ 7,112
Other comprehensive income (loss):	
Cumulative effect adjustment of FAS 133 adoption, net of minority interest of $83	(217)
Reclassification to earnings on termination of cash flow hedge, net of minority interest of $41	106
Change in fair value of cash flow hedge, net of minority interest of $227	(593)
Other comprehensive loss	(704)

Total comprehensive income	$ 6,408

5. Deferred Charges

Deferred charges as of December 31, 2001 and 2000 consists of the following (in thousands):

	2001	2000
Deferred lease costs	$ 14,467	$12,849
Deferred financing costs	8,210	6,697
	22,677	19,546
Accumulated amortization	(11,264)	(10,980)
	$ 11,413	$ 8,566

Amortization of deferred lease costs for the years ended December 31, 2001, 2000 and 1999 was $1,642,000, $1,578,000 and $1,459,000, respectively. Amortization of deferred financing costs, included in interest expense in the accompanying consolidated statements of operations, for the years ended December 31, 2001, 2000 and 1999 was $1,277,000, $1,264,000 and $1,005,000, respectively. During 2001 and 1999, we expensed the unamortized financing costs totaling $338,000 and $345,000 related to debt extinguished prior to its respective maturity date. Such amounts are shown as an extraordinary item in the accompanying consolidated statements of operations.

6. Related Party Transactions

In May 2000, the demand notes receivable totaling $3.4 million from Stanley K. Tanger, our Chairman of the Board and Chief Executive Officer, were converted into two separate term notes of which $2.5 million was due from Mr. Tanger and $845,000 was due from Steven B. Tanger, our President and Chief Operating Officer. The notes amortize evenly over five years with principal and interest at a rate of 8% per annum due quarterly. The balance of Mr. Tanger's note at December 31, 2001, through accelerated payments, was $797,000. Steven B. Tanger's note was paid in full during 2001. Additionally in August 2001, the Board of Directors amended the notes to adjust the interest rate from 8% per annum to 90 day LIBOR plus 1.75%.

During the first quarter of 2002, Stanley K. Tanger made a quarterly payment of $100,000.

7. Debt

Debt at December 31, 2001 and 2000 consists of the following (in thousands):

	2001	2000
8.75% Senior, unsecured notes, maturing March 2001	$ ---	$ 75,000
7.875% Senior, unsecured notes, maturing October 2004	60,509	75,000
9.125% Senior, unsecured notes, maturing February 2008	100,000	---
Mortgage notes with fixed interest:		
9.77%, maturing April 2005	14,822	15,099
9.125%, maturing September 2005	8,723	9,120
7.875%, maturing April 2009	63,968	64,980
7.98%, maturing April 2009	19,303	---
8.86%, maturing September 2010	16,420	16,614
Mortgage notes with variable interest:		
LIBOR plus 1.75%, maturing March 2006	53,500	29,500
Term note, unsecured, with variable interest:		
LIBOR plus 2.25%, maturing January 2002	---	20,000
Revolving lines of credit with variable interest rates ranging from either prime less .25% to prime or from LIBOR plus 1.60% to LIBOR plus 1.75%	20,950	41,530
	$ 358,195	$ 346,843

During 2001 we cancelled a $25 million revolving credit facility which reduced our unsecured lines of credit borrowing capacity to $75 million. All line of credit agreements expire in June 2003. Interest is payable based on alternative interest rate bases at our option. Certain of our properties, which had a net book value of approximately $181.7 million at December 31, 2001, serve as collateral for the fixed and variable rate mortgages.

The credit agreements require the maintenance of certain ratios, including debt service coverage and leverage, and limit the payment of dividends such that dividends and distributions will not exceed funds from operations, as defined in the agreements, for the prior fiscal year on an annual basis or 95% of funds from operations on a cumulative basis. All four existing fixed rate mortgage notes are with insurance companies and contain prepayment penalty clauses.

On February 9, 2001, we issued $100 million of 9.125% senior, unsecured notes, maturing on February 15, 2008. The net proceeds of $97 million were used to repay all of the outstanding indebtedness under our $75 million 8.75% notes which were due March 11, 2001. The net proceeds were also used to repay the $20 million LIBOR plus 2.25% term loan due January 2002 with Fleet National Bank and Bank of America. The interest rate swap agreements associated with this loan were terminated at a cost of $295,200 which has been included in interest expense. In addition, approximately $180,000 of unamortized costs were written off as an extraordinary item. The remaining proceeds were used for general operating purposes.

On March 26, 2001, we entered into a five year collateralized loan with Wells Fargo Bank for $24 million at a variable rate of LIBOR plus 1.75%. The proceeds were used to reduce amounts outstanding under existing lines of credit. Additionally on March 26, 2001, we extended the maturity date of our existing $29.5 million term loan with Wells Fargo Bank from July 2005 to March 2006.

On May 1, 2001, we entered into an eight year collateralized loan with John Hancock Life Insurance Company for $19.45 million at a fixed rate of 7.98%. The proceeds were used to reduce amounts outstanding under existing lines of credit.

During the fourth quarter of 2001, we purchased at par approximately $14.5 million of our outstanding 7 7/8% senior, unsecured public notes that mature in October 2004. The purchases were funded by amounts available under our unsecured lines of credit which do not mature until June 2003. Accordingly, approximately $158,000 of unamortized bond issuance costs were written off as an extraordinary item. Additionally during the first quarter of 2002, we have purchased at or below par, an additional $4.9 million of October 2004 notes bringing our total notes purchased to $19.4 million.

Maturities of the existing debt are as follows (in thousands):
<TABLE>
<CAPTION>

Year	Amount	%
<S>	<C>	<C>
2002	$ 2,288	1
2003	23,785	7
2004	63,941	18
2005	23,888	7
2006	53,899	15
Thereafter	190,394	52
	$ 358,195	100

</TABLE>

8. Derivatives and Fair Value of Financial Instruments

In December 2000, we entered an interest rate swap agreement effective through January 2003 with a notional amount of $25 million that fixed the 30 day LIBOR index at 5.97%. At December 31, 2001, we would have had to pay $973,000 to terminate the agreement.

In January 2000, we entered into interest rate swap agreements on notional amounts totaling $20.0 million. In order to fix the interest rate, we paid $162,000. As mentioned above in Note 7, these agreements subsequently were terminated in February 2001 at a cost of $295,200.

The carrying amount of cash equivalents approximates fair value due to the short-term maturities of these financial instruments. The fair value of debt at December 31, 2001 and 2000, estimated at the present value of future cash flows, discounted at interest rates available at the reporting date for new debt of similar type and remaining maturity, was approximately $358.2 and $346.1 million, respectively.

9. Shareholders' Equity

The Series A Cumulative Convertible Redeemable Preferred Shares (the "Preferred Shares") were sold to the public during 1993 in the form of Depositary Shares, each representing 1/10 of a Preferred Share. Proceeds from this offering, net of underwriters discount and estimated offering expenses, were contributed to the Operating Partnership in return for preferred partnership Units. The Preferred Shares have a liquidation preference equivalent to $25 per Depositary Share and dividends accumulate per Depositary Share equal to the greater of (i) $1.575 per year or (ii) the dividends on the common shares or portion thereof, into which a depositary share is convertible. The Preferred Shares rank senior to the common shares in respect of dividend and liquidation rights.

The Preferred Shares are convertible at the option of the holder at any time into common shares at a rate equivalent to .901 common shares for each Depositary Share. At December 31, 2001, 726,203 common shares were reserved for the conversion of Depositary Shares. The Preferred Shares and Depositary Shares may be redeemed at the option of the Company, in whole or in part, at a redemption price of $25 per Depositary Share, plus accrued and unpaid dividends.

During 1998, our Board of Directors authorized the repurchase of up to $6 million of our common shares. The timing and amount of purchases will be at the discretion of management. During 1999, we purchased and retired 48,300 common shares at a price of $958,000. We purchased no common shares during 2001 or 2000. The amount authorized for future repurchases remaining at December 31, 2001 totaled $4.8 million.

10. Shareholders' Rights Plan

On July 30, 1998, our Board of Directors declared a distribution of one Preferred Share Purchase Right (a "Right") for each then outstanding common share to shareholders of record on August 27, 1998. The Rights are exercisable only if a person or group acquires 15% or more of our outstanding common shares or announces a tender offer the consummation of which would result in ownership by a person or group of 15% or more of the common shares. Each Right entitles shareholders to buy one-hundredth of a share of a new series of Junior Participating Preferred Shares at an exercise price of $120, subject to adjustment.

If an acquiring person or group acquires 15% or more of our outstanding common shares, an exercisable Right will entitle its holder (other than the acquirer) to buy, at the Right's then-current exercise price, our common shares having a market value of two times the exercise price of one Right. If an acquirer acquires at least 15%, but less than 50%, of our common shares, the Board may exchange each Right (other than those of the acquirer) for one common share (or one-hundredth of a Class B Preferred Share) per Right. In addition, under certain circumstances, if we are involved in a merger or other business combination where we are not the surviving corporation, an exercisable Right will entitle its holder to buy, at the Right's then-current exercise price, common shares of the acquiring company having a market value of two times the exercise price of one Right. We may redeem the Rights at $.01 per Right at any time prior to a person or group acquiring a 15% position. The Rights will expire on August 26, 2008.

11. Earnings Per Share

A reconciliation of the numerators and denominators in computing earnings per share in accordance with Statement of Financial Accounting Standards No. 128, Earnings per Share, for the years ended December 31, 2001, 2000 and 1999 is set forth as follows (in thousands, except per share amounts):

<TABLE>
<CAPTION>

	2001	2000	1999
NUMERATOR:			
<S>	<C>	<C>	<C>
Income before extraordinary item	$ 7,356	$ 4,312	$15,837
Less applicable preferred share dividends	(1,771)	(1,823)	(1,917)
Income available to common shareholders- numerator for basic and diluted earnings per share	5,585	2,489	13,920
DENOMINATOR:			
Basic weighted average common shares	7,926	7,894	7,861

Effect of outstanding share and unit options	22	28	11
Diluted weighted average common shares	7,948	7,922	7,872
Basic earnings per share before extraordinary item	$ .70	$ 0.32	$ 1.77
Diluted earnings per share before extraordinary item	$ .70	$ 0.31	$ 1.77

</TABLE>

Options to purchase common shares excluded from the computation of diluted earnings per share during 2001, 2000 and 1999 because the exercise price was greater than the average market price of the common shares totaled 1,244,000, 1,270,078 and 683,218 shares. The assumed conversion of the preferred shares as of the beginning of each year would have been anti-dilutive. The assumed conversion of the Units held by TFLP as of the beginning of the year, which would result in the elimination of earnings allocated to the minority interest, would have no impact on earnings per share since the allocation of earnings to an Operating Partnership Unit is equivalent to earnings allocated to a common share.

12. Employee Benefit Plans

We have a non-qualified and incentive share option plan ("The Share Option Plan") and the Operating Partnership has a non-qualified Unit option plan ("The Unit Option Plan"). Units received upon exercise of Unit options are exchangeable for common shares. We account for these plans under APB Opinion No. 25, under which no compensation cost has been recognized.

Had compensation cost for these plans been determined for options granted since January 1, 1995 consistent with Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation ("SFAS 123"), our net income and earnings per share would have been reduced to the following pro forma amounts (in thousands, except per share amounts):

<TABLE>
<CAPTION>

		2001	2000	1999
<S>	<C>	<C>	<C>	<C>
Net income:	As reported	$7,112	$ 4,312	$15,588
	Pro forma	$6,937	$ 4,094	$15,387
Basic EPS:	As reported	$ .67	$ .32	$ 1.74
	Pro forma	$ .65	$ .29	$ 1.71
Diluted EPS:	As reported	$ .67	$ .31	$ 1.74
	Pro forma	$ .65	$ .29	$ 1.71

</TABLE>

Because the SFAS 123 method of accounting has not been applied to options granted prior to January 1, 1995, the resulting pro forma compensation cost may not be representative of that to be expected in future years. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions used for grants in 2000 and 1999, respectively: expected dividend yields ranging from 10% to 11%; expected lives ranging from 5 years to 7 years; expected volatility ranging from 20% to 23%; and risk-free interest rates ranging from 4.72% to 6.61%. There were no option grants in 2001.

We may issue up to 1,750,000 shares under The Share Option Plan and The Unit Option Plan. We have granted 1,529,310 options, net of options forfeited, through December 31, 2001. Under both plans, the option exercise price is determined by the Share and Unit Option Committee of the Board of Directors. Non-qualified share and Unit options granted expire 10 years from the date of grant and 20% of the options become exercisable in each of the first five years commencing one year from the date of grant.

Options outstanding at December 31, 2001 have exercise prices between $18.625 and $31.25, with a weighted average exercise price of $23.72 and a weighted average remaining contractual life of 4.75 years.

A summary of the status of the our two plans at December 31, 2001, 2000 and 1999 and changes during the years then ended is presented in the table and narrative below:

<TABLE>

	2001	2000	1999

	Shares	Wtd Avg Ex Price	Shares	Wtd Avg Ex Price	Shares	Wtd Avg Ex Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Outstanding at beginning of year	1,475,270	$ 23.68	1,280,890	$ 24.63	1,069,060	$ 25.27
Granted	---	---	240,200	18.63	241,800	22.13
Exercised	(10,800)	18.625	---	---	(500)	23.80
Forfeited	(8,640)	23.66	(45,820)	23.72	(29,470)	26.94
Outstanding at end of year	1,455,830	$ 23.72	1,475,270	$ 23.68	1,280,890	$ 24.63
Exercisable at end of year	1,047,890	$ 24.25	888,230	$ 24.28	742.030	$ 24.08
Weighted average fair value of options granted	$ ---		$ 1.20		$ 1.05	

</TABLE>

We have a qualified retirement plan, with a salary deferral feature designed to qualify under Section 401 of the Code (the "401(k) Plan"), which covers substantially all of our officers and employees. The 401(k) Plan permits our employees, in accordance with the provisions of Section 401(k) of the Code, to defer up to 20% of their eligible compensation on a pre-tax basis subject to certain maximum amounts. Employee contributions are fully vested and are matched by us at a rate of compensation deferred to be determined annually at our discretion. The matching contribution is subject to vesting under a schedule providing for 20% annual vesting starting with the third year of employment and 100% vesting after seven years of employment. The employer matching contribution expense for the years 2001, 2000 and 1999 was immaterial.

Effective January 1, 2002, the vesting schedule of our 401(k) Plan was amended providing for 20% annual vesting starting with the second year of employment with 100% vesting after six years of employment.

13. Asset Write-Down

During November 2000, we terminated our contract to purchase twelve acres of land in Dania Beach/Ft. Lauderdale, FL. Because of this event, we wrote off all development costs associated with the site in Ft. Lauderdale. In addition, other costs associated with various other non-recurring development activities at other sites were written off. The total non-cash, non-recurring charge for abandoned development costs in the fourth quarter of 2000 was $1.8 million.

14. Disposition of Properties

In June 2000, we sold our centers in Lawrence, KS and McMinnville, OR. Net proceeds received from the sales totaled $7.1 million. As a result of the sales, we recognized a loss on sale of real estate of $5.9 million. The combined net operating income of these two centers represented approximately 1% of our total portfolio's operating income.

In December 2000, we sold the real estate that the Stroud, OK center was located on prior to its destruction in May 1999 by a tornado. The land and site work had a net book value of $1.8 million and we recognized a loss on sale of real estate of $1,046,000. The net proceeds from the sale of the real estate of approximately $723,500 were received in January 2001.

15. Supplementary Income Statement Information

The following amounts are included in property operating expenses for the years ended December 31, 2001, 2000 and 1999 (in thousands):
<TABLE>
<CAPTION>

	2001	2000	1999
<S>	<C>	<C>	<C>
Advertising and promotion	$ 9,250	$ 9,114	$ 8,579
Common area maintenance	13,155	13,777	12,296
Real estate taxes	8,902	7,434	7,396
Other operating expenses	3,332	3,298	2,314
	$ 34,639	$ 33,623	$ 30,585

</TABLE>

16. Lease Agreements

The Company is the lessor of a total of 1,147 stores in 29 factory outlet centers, under operating leases with initial terms that expire from 2002 to 2019. Most leases are renewable for five years at the lessee's option. Future minimum lease receipts under non-cancelable operating leases as of December 31, 2001 are as follows (in thousands):

2002	$ 67,523
2003	55,147
2004	43,520
2005	30,041
2006	17,328
Thereafter	40,422
	$ 253,981

17. Commitments and Contingencies

At December 31, 2001, there were no material commitments for construction of new developments or additions to existing properties. Commitments for construction represent only those costs contractually required to be paid by us.

We purchased the rights to lease land on which two of the outlet centers are situated for $1,520,000. These leasehold rights are being amortized on a straight-line basis over 30 and 40 year periods. Accumulated amortization was $664,000 and $615,000 at December 31, 2001 and 2000, respectively.

Our non-cancelable operating leases, with initial terms in excess of one year, have terms that expire from 2002 to 2085. Annual rental payments for these leases aggregated $2,333,000, $2,023,000 and $1,481,000, for the years ended December 31, 2001, 2000 and 1999, respectively. Minimum lease payments for the next five years and thereafter are as follows (in thousands):

2002	$ 2,264
2003	1,914
2004	1,832
2005	1,824
2006	1,819
Thereafter	64,401
	$ 74,054

We are also subject to legal proceedings and claims which have arisen in the ordinary course of business and have not been finally adjudicated. In our opinion, the ultimate resolution of these matters will have no material effect on our results of operations, financial condition or cash flows.

REPORT OF INDEPENDENT ACCOUNTANTS

ON FINANCIAL STATEMENT SCHEDULE

To the Board of Directors of
Tanger Factory Outlet Centers, Inc.
and Subsidiaries

Our audits of the consolidated financial statements referred to in our report dated January 17, 2002 appearing in the 2001 Form 10-K of Tanger Factory Outlet Centers, Inc. also included an audit of the financial statement schedule listed in Item 14(a)(2) of this Form 10-K. In our opinion, this financial statement schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

/s/ PricewaterhouseCoopers LLP

Raleigh, North Carolina
January 17, 2002

<TABLE>

<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. and SUBSIDIARIES
SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION
For the Year Ended December 31, 2001
(In thousands)

Description			Initial cost to Company		Costs Capitalized Subsequent to Acquisition (Improvements)	
Outlet Center Name	Location	Encumbrances	Land	Buildings, Improvements & Fixtures	Land	Buildings, Improvements & Fixtures
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Barstow	Barstow, CA	--	$3,941	$ 12,533	$ ---	$ 1,209
Blowing Rock	Blowing Rock, NC	$ 9,782	1,963	9,424	---	2,185
Boaz	Boaz, AL	---	616	2,195	---	2,142
Bourne	Bourne, MA	---	899	1,361	---	290
Branch	North Branch, MN	---	247	5,644	249	4,030
Branson	Branson, MO	24,000	4,557	25,040	---	7,751
Casa Grande	Casa Grande, AZ	---	753	9,091	---	1,907
Clover	North Conway, NH	---	393	672	---	247
Commerce I	Commerce, GA	8,723	755	3,511	492	9,273
Commerce II	Commerce, GA	29,500	1,262	14,046	541	17,838
Dalton	Dalton, GA	11,327	1,641	15,596	---	444
Ft. Lauderdale	Ft. Lauderdale, FL		9,412	6,986	300	18
Gonzales	Gonzales, LA	---	876	15,895	17	5,248
Kittery-I	Kittery, ME	6,445	1,242	2,961	229	1,339
Kittery-II	Kittery, ME	---	921	1,835	529	597
Lancaster	Lancaster, PA	14,822	3,691	19,907	---	11,091
LL Bean	North Conway, NH	---	1,894	3,351	---	1,063
Locust Grove	Locust Grove, GA	---	2,558	11,801	---	8,365
Martinsburg	Martinsburg, WV	---	800	2,812	---	1,391
Nags Head	Nags Head, NC	6,638	1,853	6,679	---	1,747
Pigeon Forge	Pigeon Forge, TN	---	299	2,508	---	2,046
Riverhead	Riverhead, NY	---	---	36,374	6,152	72,640
San Marcos	San Marcos, TX	38,542	1,801	9,440	17	35,170
Sanibel	Sanibel, FL	---	4,916	23,196	---	3,014
Sevierville	Sevierville, TN	---	---	18,495	---	25,823
Seymour	Seymour, IN	---	1,671	13,249	---	692
Terrell	Terrell, TX	---	778	13,432	---	5,660
West Branch	West Branch, MI	7,190	350	3,428	121	5,216
Williamsburg	Williamsburg, IA	19,767	706	6,781	716	12,429
		$ 176,736	$ 50,795	$298,243	$9,363	$240,865

</TABLE>

<TABLE>

<CAPTION>

TANGER FACTORY OUTLET CENTERS, INC. and SUBSIDIARIES
SCHEDULE III -(Continued)
REAL ESTATE AND ACCUMULATED DEPRECIATION
For the Year Ended December 31, 2001
(In thousands)

Description		Gross Amount Carried at Close of Period 12/31/01 (1)					
Outlet Center Name	Location	Land	Buildings, Improvements & Fixtures	Total	Accumulated Depreciation	Date of Construction	Life Used to Compute Depreciation in Income Statement
Barstow	Barstow, CA	$3,941	$13,742	$17,683	$4,724	1995	(2)
Blowing Rock	Blowing Rock, NC	1,963	11,609	13,572	1,693	1997 (3)	(2)
Boaz	Boaz, AL	616	4,337	4,953	2,140	1988	(2)
Bourne	Bourne, MA	899	1,651	2,550	892	1989	(2)
Branch	North Branch, MN	496	9,674	10,170	4,010	1992	(2)
Branson	Branson, MO	4,557	32,790	37,347	11,202	1994	(2)
Casa Grande	Casa Grande, AZ	753	10,998	11,751	5,199	1992	(2)
Clover	North Conway, NH	393	919	1,312	533	1987	(2)
Commerce I	Commerce, GA	1,247	12,784	14,031	5,143	1989	(2)
Commerce II	Commerce, GA	1,803	31,884	33,687	7,979	1995	(2)
Dalton	Dalton, GA	1,641	16,040	17,681	2,023	1998 (3)	(2)
Ft. Lauderdale	Ft. Lauderdale, FL	9,712	7,004	16,716	571	1999 (3)	(2)
Gonzales	Gonzales, LA	893	21,143	22,036	8,869	1992	(2)
Kittery-I	Kittery, ME	1,471	4,300	5,771	2,569	1986	(2)
Kittery-II	Kittery, ME	1,450	2,432	3,882	1,124	1989	(2)
Lancaster	Lancaster, PA	3,691	30,998	34,689	8,953	1994 (3)	(2)
LL Bean	North Conway, NH	1,894	4,414	6,308	2,247	1988	(2)
Locust Grove	Locust Grove, GA	2,558	20,166	22,724	6,470	1994	(2)
Martinsburg	Martinsburg, WV	800	4,203	5,003	2,250	1987	(2)
Nags Head	Nags Head, NC	1,853	8,426	10,279	1,526	1997 (3)	(2)

Pigeon Forge	Pigeon Forge, TN	299	4,554	4,853	2,254	1988	(2)
Riverhead	Riverhead, NY	6,152	109,014	115,166	24,336	1993	(2)
San Marcos	San Marcos, TX	1,818	44,610	46,428	8,356	1993	(2)
Sanibel	Sanibel, FL	4,916	26,210	31,126	2,871	1998 (3)	(2)
Sevierville	Sevierville, TN	---	44,318	44,318	6,847	1997 (3)	(2)
Seymour	Seymour, IN	1,671	13,941	15,612	5,360	1994	(2)
Terrell	Terrell, TX	778	19,092	19,870	6,721	1994	(2)
West Branch	West Branch, MI	471	8,644	9,115	3,475	1991	(2)
Williamsburg	Williamsburg, IA	1,422	19,210	20,632	8,613	1991	(2)
		$60,158	$539,108	$599,266	$148,950		

(1) Aggregate cost for federal income tax purposes is approximately $618,886,000 (2) The Company generally uses estimated lives ranging from 25 to 33 years for buildings and 15 years for land improvements. Tenant finishing allowances are depreciated over the initial lease term.

(3) Represents year acquired
</TABLE>

TANGER FACTORY OUTLET CENTERS, INC. and SUBSIDIARIES
SCHEDULE III - (Continued)
REAL ESTATE AND ACCUMULATED DEPRECIATION
For the Year Ended December 31, 2001
(In Thousands)

The changes in total real estate for the three years ended December 31, 2001 are as follows:
<TABLE>
<CAPTION>

<S>	2001 <C>	2000 <C>	1999 <C>
Balance, beginning of year	$584,928	$566,216	$529,247
Acquisition of real estate	---	---	15,500
Improvements	14,338	39,701	31,343
Dispositions and other	---	(20,989)	(9,874)
Balance, end of year	$599,266	$584,928	$566,216

</TABLE>

The changes in accumulated depreciation for the three years ended December 31, 2001 are as follows:
<TABLE>
<CAPTION>

<S>	2001 <C>	2000 <C>	1999 <C>
Balance, beginning of year	$ 122,365	$ 104,511	$84,685
Depreciation for the period	26,585	24,239	23,095
Dispositions and other	---	(6,385)	(3,269)
Balance, end of year	$148,950	$122,365	$104,511

</TABLE>

EXHIBIT 4.3A

AMENDMENT TO RIGHTS AGREEMENT

1. General Background. In accordance with Section 27 of the Rights Agreement between BankBoston, NA (the "Rights Agent") and Tanger Factory Outlet Centers, Inc. ("Company") dated August 20, 1998 (the "Agreement"), the Rights Agent and the "Company" desire to amend the Agreement to appoint EquiServe Trust Company, N.A.

2. Effectiveness. This Amendment shall be effective as of October 30, 2001 (the "Amendment") and all defined terms and definitions in the Agreement shall be the same in the Amendment except as specifically revised by the Amendment.

3. Revision. The section in the Agreement entitled "Change of Rights Agent" is hereby deleted in its entirety and replaced with the following:

   Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Company and to each transfer agent of the Common Shares or Preferred shares by registered or certified mail and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 days' notice in writing mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares or Preferred Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit such holder's Right Certificate for inspection by the company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation or trust company organized and doing business under the laws of the United States, in good standing, which is authorized under such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authority and which has individually or combined with an affiliate at the time of its appointment as Rights Agent a combined capital and surplus of at least $100 million dollars. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares or Preferred Shares, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section __, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

4. Except as amended hereby, the Agreement and all schedules or exhibits thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their names and on their behalf by and through their duly authorized officers, as of this 30th day of October, 2001.

Tanger Factory Outlet Centers, Inc. By: Title:	BankBoston, NA By: Title:
	EquiServe Trust Company, N.A. By: Title:

Exhibit 10.5A

AMENDMENT TO STANLEY K. TANGER
JANUARY 1, 1998 EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT is entered into and made effective as of January 1, 2001 by and among Tanger Properties Limited Partnership a North Carolina limited partnership (the "Partnership"), Tanger Factory Outlet Centers, Inc. (the "Company"), a North Carolina corporation and Stanley K. Tanger (the "Executive").

RECITALS:

A. The Executive is the Chief Executive Officer of the Partnership, an officer of the Company and Chairman of the Board of Directors of the Company under the terms of an Amended and Restated Employment Agreement dated as of January 1, 1998 between the Executive, the Partnership and the Company (the "Existing Employment Contract").

B. The Company, the Partnership and the Executive intend to modify and amend the Existing Employment Contract as provided herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below the parties hereto agree that the Existing Employment Contract shall be modified and amended as follows:

1. The definitions of "Funds from Operations" or "FFO" in Paragraph 1(h) and "Target FFO Per Share" or "Target" in Paragraph 1(k) are amended to read as follows:

   "(h) "Funds From Operations" or "FFO" with respect to a Contract Year shall mean the Company's consolidated Funds From Operations (calculated for these purposes as provided below) before the minority interest of the limited partners of the Partnership and after deduction of any Annual Bonus paid to the Executive pursuant to this Agreement or to Steven B. Tanger under similar provisions of his employment agreement for such Contract Year and deducted in the calculation of net income. Provided however, for purposes of this Agreement, funds from operations (i) for the Contract Year for which the Annual Bonus is being determined and (ii) for each Contract Year used to determine the "Target" for the Contract Year for which the Annual Bonus is being determined shall be calculated using the National Association of Real Estate Investment Trusts (NAREIT) definition of "funds from operations" in effect for the Contract Year for which the Annual Bonus is being calculated including the application of generally accepted accounting principles (GAAP) used in the preparation of the Company's financial statements for that Contract Year. For example, in the calculation of the Annual Bonus for the Contract Year ending December 31, 2001, FFO for 2001 shall be determined using the NAREIT definition of FFO for 2001 and, in the calculation of the "Target" FFO for 2001, the FFO for each of Contract Years 1995 through 2000 shall also be calculated using the NAREIT definition for 2001 (even though that 2001 NAREIT definition of FFO may differ from the FFO definition actually used by the Company for any of years 1995 through 2000)."

   "(k) The "Target FFO Per Share" or "Target" for any Contract Year shall be the average FFO Per Share for the previous five (5) Contract Years determined for each such Contract Year using the NAREIT definition of "funds from operations" in effect for the Contract Year for which the Annual Bonus is being determined as provided in paragraph 1(h) above; provided however the Target FFO Per Share shall not be less than $1.5520."

2. In first paragraph of Section 7(d), $100,000.00 shall be changed to $125,000.00 and the parenthetical phrase "(which shall not exceed 1.0)" shall be deleted.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment of Stanley K. Tanger effective as of January 1, 2001 in duplicate originals.

TANGER PROPERTIES LIMITED PARTNERSHIP,
a North Carolina Limited Partnership,(Company)

By: Tanger GP Trust, its sole General Partner

By: ___________________________________
ROCHELLE G. SIMPSON, Vice President

________________________________ (SEAL)
STANLEY K. TANGER, Executive

Exhibit 10.6A

AMENDMENT TO STEVEN B. TANGER
JANUARY 1, 1998 EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT is entered into and made effective as of January 1, 2001 by and among Tanger Properties Limited Partnership a North Carolina limited partnership (the "Partnership"), Tanger Factory Outlet Centers, Inc. (the "Company"), a North Carolina corporation and Steven B. Tanger (the "Executive").

RECITALS:

A. The Executive is the Chief Operating Officer of the Partnership and an officer and director of the Company under the terms of an Amended and Restated Employment Agreement dated as of January 1, 1998 between the Executive, the Partnership and the Company (the "Existing Employment Contract").

B. The Company, the Partnership and the Executive intend to modify and amend the Existing Employment Contract as provided herein.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below the parties hereto agree that the Existing Employment Contract shall be modified and amended as follows:

1. The definitions of "Funds from Operations" or "FFO" in Paragraph 1(h) and "Target FFO Per Share" or "Target" in Paragraph 1(k) are amended to read as follows:

   "(h) "Funds From Operations" or "FFO" with respect to a Contract Year shall mean the Company's consolidated Funds From Operations (calculated for these purposes as provided below) before the minority interest of the limited partners of the Partnership and after deduction of any Annual Bonus paid to the Executive pursuant to this Agreement or to Stanley K. Tanger under similar provisions of his employment agreement for such Contract Year and deducted in the calculation of net income. Provided however, for purposes of this Agreement, funds from operations (i) for the Contract Year for which the Annual Bonus is being determined and (ii) for each Contract Year used to determine the "Target" for the Contract Year for which the Annual Bonus is being determined shall be calculated using the National Association of Real Estate Investment Trusts (NAREIT) definition of "funds from operations" in effect for the Contract Year for which the Annual Bonus is being calculated including the application of generally accepted accounting principles (GAAP) used in the preparation of the Company's financial statements for that Contract Year. For example, in the calculation of the Annual Bonus for the Contract Year ending December 31, 2001, FFO for 2001 shall be determined using the NAREIT definition of FFO for 2001 and, in the calculation of the "Target" FFO for 2001, the FFO for each of Contract Years 1995 through 2000 shall also be calculated using the NAREIT definition for 2001 (even though that 2001 NAREIT definition of FFO may differ from the FFO definition actually used by the Company for any of years 1995 through 2000)."

   "(k) The "Target FFO Per Share" or "Target" for any Contract Year shall be the average FFO Per Share for the previous five (5) Contract Years determined for each such Contract Year using the NAREIT definition of "funds from operations" in effect for the Contract Year for which the Annual Bonus is being determined as provided in paragraph 1(h) above; provided however the Target FFO Per Share shall not be less than $1.5520."

2. In first paragraph of Section 7(d), $100,000.00 shall be changed to $115,000.00 and the parenthetical phrase "(which shall not exceed 1.0)" shall be deleted.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment of Steven B. Tanger effective as of January 1, 2001 in duplicate originals.

TANGER PROPERTIES LIMITED PARTNERSHIP,
a North Carolina Limited Partnership,(Company)

By: Tanger GP Trust, its sole General Partner

By: ___________________________________
ROCHELLE G. SIMPSON, Vice President

________________________________ (SEAL)
STEVEN B. TANGER, Executive

Exhibit 10.7

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is executed and made effective as of January 1, 2002 between TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina Limited Partnership, whose address is P.O. Box 10889, Greensboro, N.C. 27404 (the "Company") and WILLARD ALBEA CHAFIN, JR., a resident of North Carolina, whose address is 8301 Case Ridge Drive, Oak Ridge, North Carolina 27310 (the "Chafin").

RECITALS

A. Company and Chafin entered into an Employment Agreement dated March 7, 1990 which was amended and restated as of October 11, 1993, January 1, 1996 and January 1, 1999.

B. The parties intend to modify, amend and restate their Agreement upon the terms and conditions set forth herein

Now therefore, in consideration of the promises contained herein and other valuable consideration the parties agree as follows:

1. EMPLOYMENT. Company agrees to employ Chafin during the term of this Agreement. Chafin agrees to devote substantial time and attention and his best efforts to the business affairs of the Company. During the term of his employment hereunder, Chafin shall not perform services for others as a consultant, employee or otherwise and shall not engage in the conduct of any other trade or business.

   Company is engaged in the development and operation of retail shopping centers. Chafin will serve as a Executive Vice President of the Company, Leasing, Marketing, Operations, Real Estate and will perform duties assigned to him by the Company in all phases of the Company's business. Chafin's major responsibilities will include site selection for new shopping centers to be developed and leasing space in new and existing shopping centers as manufacturer's outlets. Chafin will be directly involved in the management of existing and new centers. Other responsibilities will include assisting in the promotion, advertising and marketing of all Company's shopping centers and the development of a good communications program between Company and its tenants. Chafin will be required to engage in extensive travel and Chafin will work out of Company's Greensboro, North Carolina office.

2. TERM. The term of this Agreement as herein amended and restated shall begin on January 1, 2002 and shall end on December 31, 2004 (the "Contract Term") unless sooner terminated as herein provided. The twelve calendar month period beginning on January 1, 2002 and ending December 31, 2002 and each calendar year thereafter during the Contract Term is sometimes herein referred to as a "Contract Year".

   By mutual written agreement, the parties may extend the term of employment for an additional period of three years (an "Extended Term") upon such terms and conditions as the parties may agree.

   This Agreement shall survive any merger, acquisition or cessation of business by the Company and shall remain binding upon any successor of the Company or transferee of the Company's business.

3. COMPENSATION. As compensation for Executive's services performed pursuant to this Agreement, Company will pay Executive an "Annual Base Salary" of $242,550.00 for the Contract Year beginning January 1, 2002 and an Annual Base Salary for each Contract year thereafter in an amount set by the Company's Executive Compensation Committee but not less than $242,550.00. The Annual Base Salary shall be paid in equal installments in arrears in accordance with Company's regular pay schedule.

   The Company will provide Chafin with any medical, disability or life insurance benefits in accordance with any such plans provided by the Company for other employees and for which Chafin is eligible.

   Chafin will be reimbursed for any necessary and reasonable expense incurred by Chafin in performing the services requested of him by the Company during the term of employment. At least monthly, Chafin will submit such records and paid bills supporting the amount of the expenses incurred and to be reimbursed as the Company shall reasonably require.

   Company will pay and/or withhold for FICA, income and other employee taxes on compensation payable to Chafin hereunder as required by law.

4. VACATION. Chafin shall be entitled to four (4) weeks of vacation during each Contract Year for the term of employment hereunder.

5. TERMINATION. Chafin's employment by the Company hereunder shall be terminated upon the occurrence of any of the following events:

A. If the Company and Chafin mutually agree to terminate the employment;

B. Upon the disability of Chafin. "Disability" for these purposes shall mean Chafin's inability through physical or mental illness or other cause to perform any of the material duties assigned to him by the Company for a period of one hundred and eighty (180) days or more within any twelve consecutive calendar months. Chafin will be paid during any sickness or disability period;

C. By either party in the event of a material breach by the other party of any of that other party's obligations under this Agreement;

D. By Company, if Chafin is convicted of a felony or engages in conduct or activity that has, or in the Company's reasonably held belief, will have a material adverse effect upon Company's business or future prospects;

E. Upon Chafin's death.

Upon termination of Chafin's employment, Chafin shall be entitled to receive only the compensation accrued but unpaid for the period of employment prior to the date of such termination and shall not be entitled to additional compensation except as follows:

(1) If Chafin's employment is terminated by reason of his death or disability during the Contract Term, the Company will pay Chafin (or the personal representatives of his estate, in the event of his death) as a death or disability benefit, an amount equal to the Annul Base Salary payable hereunder for the Contract Year within which such termination occurs. Such amount shall be paid in 12 equal monthly installments, with the first installment payable on the last day of the first calendar month following the calendar month in which Chafin's employment is terminated;

(2) If Company materially breaches this Agreement and this Agreement is terminated or rescinded by Chafin, in addition to the compensation due Chafin under Section 3 hereinabove, Company shall pay Chafin as additional compensation an amount equal to the Annual Base Salary payable hereunder in the Contract Year within which Chafin's employment is terminated. Such amount shall be paid in twelve (12) equal monthly installments on the first of each month beginning the first day of the first month after Chafin shall terminate or rescind this Agreement in writing;

(3) If Chafin's employment is not terminated prior to the end of the Contract Term and if Chafin offers to extend the term of his employment by the Company beyond the Contract Term for one year or more upon substantially the same terms as the last Contract Year of the Contract Term but the Company elects not to continue Chafin's employment, the Company shall pay Chafin as a severance benefit an amount equal to the greater of (i) $125,000.00 or (ii) one half (1/2) of the Annual Base Salary payable to him for the last Contract Year of the Contract Term.

6. COVENANT AGAINST COMPETITION AND NON-DISCLOSURE.

A. Covenant Against Competition. Chafin covenants and agrees that during Chafin's employment and for a period of one year after he ceases to be employed by Company, Chafin shall not, directly or indirectly, as an employee, employer, shareholder, proprietor, partner, principal, agent, consultant, advisor, director, officer, or in any other capacity, engage in the development or operation of a retail shopping facility within a radius of one hundred (100) miles of any retail shopping facility owned or operated by the Company at any time during Chafin's employment hereunder or in any state in which the Company owns or operates a retail shopping facility or within the radius of one hundred (100) miles of any site for which Company has made an offer to purchase for the development of a retail shopping facility by the Company prior to the date of the termination of Chafin's employment.

B. Disclosure of Information. Chafin acknowledges that in and as a result of his employment hereunder, he will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as financial information, terms of leases, terms of financing, financial condition of tenants and potential tenants, sales and rental income of shopping centers and other specifics about Company's development, financing, construction and operation of retail shopping facilities. Chafin covenants and agrees that he shall not, at any time during or following the term of his employment, directly or indirectly, divulge or disclose for any purpose whatsoever any such confidential information that has been obtained by, or disclosed to, him as a result of his employment by Company.

C. Reasonableness of Restrictions.

1. Chafin has carefully read and considered the foregoing provision of this Item, and, having done so, agrees that the restrictions set forth in these paragraphs, including but not limited to the time period of restriction set forth in the covenant against competition are fair and reasonable and are reasonably required for the protection of the interests of Company and its officers, directors and other employees.

2. In the event that, notwithstanding the foregoing, any of the provisions of this Item shall be held invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that any provision of this Item relating to the time period and/or the areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the time period and/or areas of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period and/or areas.

D. Consideration. The covenants against competition and non-disclosure by Chafin in this Item are made in consideration of the Company's agreement to employ Chafin upon the terms and conditions set forth herein. Such covenants against competition and of non-disclosure by Chafin in this Item constitute the material inducement to Company to enter into this Agreement, to make confidential information developed by Company available to Chafin and to pay the salary and bonuses provided for Chafin herein.

E. Company's Remedies. Chafin covenants and agrees that if he shall violate any of his covenants or agreements contained in this Item, then Company shall, in addition to any other rights and remedies available to it at law or in equity, have the following rights and remedies against Chafin:

1. Company shall be relieved of any further obligation to Chafin under the terms of this agreement; and

2. Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits that Chafin, directly or indirectly, has realized and/or may realize as a result of, growing out of or in connection with, any such violation.

The foregoing rights and remedies of the Company shall be cumulative and the election by the Company to exercise any one or more of them shall not preclude the Company's exercise of any other rights described above or otherwise available under applicable principals of law or equity.

7. NOTICES.

Any notice required or permitted to be given pursuant to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, to the address of the party to whom it is directed as set forth below:

Company:	Tanger Properties Limited Partnership c/o Stanley K. Tanger P.O. Box 10889 Greensboro, N.C. 27404
Chafin:	Willard Albea Chafin, Jr. 8301 Case Ridge Drive Oak Ridge, North Carolina 27310

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year first above written.

TANGER PROPERTIES LIMITED PARTNERSHIP, a
North Carolina Limited Partnership

By: TANGER GP TRUST, its sole General Partner

By: ____________________________________
Stanley K. Tanger, Chief Executive Officer
and Chairman of the Board

____
WILLARD ALBEA CHAFIN, JR.

Exhibit 10.8

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is executed and made effective as of January 1, 2002 between TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina Limited Partnership, whose address is P.O. Box 10889, Greensboro, N.C. 27404 (the "Company") and ROCHELLE SIMPSON, a resident of North Carolina, whose address is 4800 Archwood Drive, Greensboro, North Carolina 27406 (the "Simpson").

RECITALS

A. The Company and Simpson entered into an employment agreement dated February 28, 1994 and amended and restated as of January 1, 1996 and January 1, 1999.

B. The Parties intend to modify, amend and restate the employment contract as provided herein.

Now therefore, in consideration of the promises contained herein and other valuable consideration, the parties agree as follows:

1. EMPLOYMENT. Company agrees to employ Simpson during the term of this Agreement. Simpson agrees to devote substantial time and attention and her best efforts to the business affairs of the Company. During the term of her employment hereunder, Simpson shall not perform services for others as a consultant, employee or otherwise and shall not engage in the conduct of any other trade or business.

   Company is engaged in the development and operation of retail shopping centers. Simpson will serve as a Executive Vice-President (Administration and Finance) and Secretary of the Company, and will perform duties assigned to her by the Company in all phases of the Company's business. Simpson will have overall responsibility for the administration of the Company's day to day operations and such other duties as the Chief Executive Officer shall assign to her from time to time. Simpson will report directly to the Chief Executive Officer of the Company.

2. TERM. The term of this Agreement as herein amended and restated shall begin on January 1, 2002 and shall end December 31, 2004 (the "Contract Term") unless sooner terminated as herein provided. The twelve calendar month period beginning on January 1, 2002 and ending December 31, 2002 and each calendar year thereafter through the end of the Contract Term is sometimes herein referred to as a "Contract Year".

   By mutual written agreement, the parties may extend the term of employment for an additional period of three years (sometimes herein referred to as the "Extended Term") upon such terms and conditions as the parties may agree.

   This Agreement shall survive any merger, acquisition or cessation of business by the Company and shall remain binding upon any successor of the Company or transferee of the Company's business.

3. COMPENSATION. As compensation for Simpson's services performed pursuant to this Agreement, Company will pay Simpson an "Annual Base Salary" of $231,525.00 for the Contract Year beginning January 1, 2002 and an Annual Base Salary for each Contract year thereafter in an amount set by the Company's Executive Compensation Committee but not less than $231,525.00. The Annual Base Salary shall be paid in equal installments in arrears in accordance with Company's regular pay schedule. The Annual Base Salary shall be paid in equal monthly or bi-weekly installments in arrears in accordance with Company's regular pay schedule.

   The Company will provide Simpson with any medical, disability or life insurance benefits in accordance with any such plans provided by the Company for other employees and for which Simpson is eligible.

   Simpson will be reimbursed for any necessary and reasonable expense incurred by Simpson in performing the services requested of her by the Company during the term of employment. At least monthly, Simpson will submit such records and paid bills supporting the amount of the expenses incurred and to be reimbursed as the Company shall reasonably require.

   Company will pay and/or withhold for FICA, income and other employee taxes on compensation payable to Simpson hereunder as required by law.

4. VACATION. Simpson shall be entitled to four (4) weeks of vacation during each Contract Year for the term of employment hereunder.

5. TERMINATION. Simpson's employment by the Company hereunder shall be terminated upon the occurrence of any of the following events:

A. If the Company and Simpson mutually agree to terminate the employment;

B. Upon the disability of Simpson. "Disability" for these purposes shall mean Simpson's inability through physical or mental illness or other cause to perform any of the material duties assigned to her by the Company for a period of one hundred and eighty (180) days or more within any twelve consecutive calendar months. Simpson will be paid during any sickness or disability period;

C. By either party in the event of a material breach by the other party of any of that other party's obligations under this Agreement;

D. By Company, if Simpson is convicted of a felony or engages in conduct or activity that has, or in the Company's reasonably held belief, will have a material adverse effect upon Company's business or future prospects;

E. Upon Simpson's death.

Upon termination of Simpson's employment, Simpson shall be entitled to receive only the compensation accrued but unpaid for the period of employment prior to the date of such termination and shall not be entitled to additional compensation except as follows:

(1) If Simpson's employment is terminated by reason of her death or disability during the Contract Term, the Employer will pay Simpson (or the personal representatives of her estate, in the event of her death) as a death or disability benefit, an amount equal to the Annul Base Salary payable hereunder for the Contract Year within which such termination occurs. Such amount shall be paid in 12 equal monthly installments, with the first installment payable on the last day of the first calendar month following the calendar month in which Simpson's employment is terminated;

(2) If Employer materially breaches this Agreement and this Agreement is terminated or rescinded by Simpson, in addition to the compensation due Simpson under Section 3 hereinabove, Employer shall pay Simpson as additional compensation an amount equal to the Annual Base Salary payable hereunder in the Contract Year within which Simpson's employment is terminated. Such amount shall be paid in twelve (12) equal monthly installments on the first of each month beginning the first day of the first month after Simpson shall terminate or rescind this Agreement in writing;

(3) If the Simpson's employment is not terminated prior to the end of the Contract Term and if Simpson offers to extend the term of her employment by the Employer beyond the Contract Term for one year or more upon substantially the same terms as the last Contract Year of the Contract Term but the Employer elects not to continue Simpson's employment, the Employer shall pay Simpson as a severance benefit an amount equal to the greater of (i) $125,000.00 or (ii) one half (1/2) of the Annual Base Salary payable to her for the last Contract Year of the Contract Term.

6. COVENANT AGAINST COMPETITION AND NON-DISCLOSURE.

A. Covenant Against Competition. Simpson covenants and agrees that during Simpson's employment and for a period of one year after she ceases to be employed by Company, Simpson shall not, directly or indirectly, as an employee, employer, shareholder, proprietor, partner, principal, agent, consultant, advisor, director, officer, or in any other capacity, engage in the development or operation of a retail shopping facility within a radius of one hundred (100) miles of any retail shopping facility owned or operated by the Company at any time during Simpson's employment hereunder or in any state in which the Company owns or operates a retail shopping facility or within a radius of one hundred (100) miles of any site for which Company has made an offer to purchase for the development of a retail shopping facility by the Company prior to the date of the termination of Simpson's employment.

B. Disclosure of Information. Simpson acknowledges that in and as a result of her employment hereunder, she will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as financial information, terms of leases, terms of financing, financial condition of tenants and potential tenants, sales and rental income of shopping centers and other specifics about Company's development, financing, construction and operation of retail shopping facilities. Simpson covenants and agrees that she shall not, at any time during or following the term of her employment, directly or indirectly, divulge or disclose for any purpose whatsoever any such confidential information that has been obtained by, or disclosed to, her as a result of her employment by Company.

C. Reasonableness of Restrictions.

1. Simpson has carefully read and considered the foregoing provision of this Item, and, having done so, agrees that the restrictions set forth in these paragraphs, including but not limited to the time period of restriction set forth in the covenant against competition are fair and reasonable and are reasonably required for the protection of the interests of Company and its officers, directors and other employees.

2. In the event that, notwithstanding the foregoing, any of the provisions of this Item shall be held invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that any provision of this Item relating to the time period and/or the areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the time period and/or areas of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period and/or areas.

D. Consideration. The covenants against competition and non-disclosure by Simpson in this Item are made in consideration of the Company's agreement to employ Simpson upon the terms and conditions set forth herein. Such covenants against competition and of non-disclosure by Simpson in this Item constitute the material inducement to Company to enter into this Agreement, to make confidential information developed by Company available to Simpson and to pay the salary and bonuses provided for Simpson herein.

E. Company's Remedies. Simpson covenants and agrees that if she shall violate any of her covenants or agreements contained in this Item 6, then the Company shall, in addition to any other rights and remedies available to it at law or in equity, have the following rights and remedies against Simpson:

1. The Company shall be relieved of any further obligation to Simpson under the terms of this agreement; and

2. The Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits that Simpson, directly or indirectly, has realized and/or may realize as a result of, growing out of or in connection with, any such violation.

The foregoing rights and remedies of the Company shall be cumulative and the election by the Company to exercise any one or more of them shall not preclude the Company's exercise of any other rights described above or otherwise available under applicable principals of law or equity.

7. NOTICES.

Any notice required or permitted to be given pursuant to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, to the address of the party to whom it is directed as set forth below:

Company: Tanger Properties Limited Partnership
c/o Stanley K. Tanger
P.O. Box 10889
Greensboro, N.C. 27404

Simpson: Rochelle Simpson
4800 Archwood Drive
Greensboro, N.C. 27406

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year first above written.

Company:

TANGER PROPERTIES LIMITED PARTNERSHIP, a
North Carolina Limited Partnership

By: TANGER GP TRUST, its sole General Partner

By: ____________________________________

Stanley K. Tanger, Chief Executive Officer
and Chairman of the Board

_______________________________ (SEAL)
ROCHELLE SIMPSON

Exhibit 10.10

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT is executed and made effective as of January 1, 2002 between TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina Limited Partnership, whose address is P.O. Box 10889, Greensboro, N.C. 27404 (the "Company") and FRANK C. MARCHISELLO, Jr, a resident of North Carolina, whose address is 600 Brookfield Drive, Gibsonville, NC 27249 ("Marchisello").

RECITALS

A. Company and Marchisello entered into an employment agreement dated as of January 1, 1996 which was amended and restated as of January 1, 1999 and August 16, 1999.

B. The Parties intend to extend the term of Marchisello's employment and to modify, amend and restate the Employment Agreement as provided herein.

Now therefore, in consideration of the promises contained herein and other valuable consideration, the parties agree as follows:

1. EMPLOYMENT. Company agrees to employ Marchisello during the term of this Agreement. Marchisello agrees to devote substantial time and attention and his best efforts to the business affairs of the Company. During the term of his employment hereunder, Marchisello shall not perform services for others as a consultant, employee or otherwise and shall not engage in the conduct of any other trade or business.

   The Company is engaged in the development and operation of retail shopping centers. Marchisello will serve as Senior Vice-president, Chief Financial Officer of the Company and will perform such duties as are assigned to him by the Company from time to time in all phases of the Company's business. Marchisello will report to a designated senior executive officer of the Company.

2. TERM. The term of this Agreement as herein amended and restated shall begin on January 1, 2002 and shall end December 31, 2004 (the "Contract Term") unless sooner terminated as herein provided. The twelve calendar month period beginning on January 1, 2002 and ending December 31, 2002 and each calendar year thereafter through 2004 is sometimes herein referred to as a "Contract Year".

This Agreement shall survive any merger, acquisition or cessation of business by the Company and shall remain binding upon any successor of the Company or transferee of the Company's business.

3. COMPENSATION.

   3.1 Annual Base Salary. As compensation for Executive's services performed pursuant to this Agreement, Employer will pay Executive an "Annual Base Salary" of $231,525.00 for the Contract Year beginning January 1, 2002 and an Annual Base Salary for each Contract year thereafter in an amount set by the Company's Executive Compensation Committee but not less than $231,525.00. The Annual Base Salary shall be paid in equal installments in arrears in accordance with Employer's regular pay schedule. The Annual Base Salary shall be paid in equal monthly or bi-weekly installments in arrears in accordance with Company's regular pay schedule. Company will pay and/or withhold for FICA, income and other employee taxes on compensation payable to Marchisello hereunder as required by law.

   3.2 Employee Benefits. Marchisello shall participate in all employee benefit plans (including plans providing medical, life and disability insurance) which the Company makes available to its employees generally and for which Marchisello is eligible, as such Plans may be in effect from time to time.

   3.3 Expense Reimbursement. Marchisello will be reimbursed for any necessary and reasonable expense incurred by Marchisello in performing the services requested of him by the Company during the term of employment. At least monthly, Marchisello will submit such records and paid bills supporting the amount of the expenses incurred and to be reimbursed as the Company shall reasonably require.

   3.4 Severance Pay If Term Not Extended. If Marchisello's employment is not terminated prior to the end of the Contract Term and if Marchisello offers to extend the term of his employment by the Company beyond the Contract Term for one year or more upon substantially the same terms as the last Contract Year of the Contract Term but the Company elects not to continue Marchisello's employment, the Company shall pay Marchisello as a severance benefit an amount equal to one half (1/2) of the Annual Base Salary payable to him for the last Contract Year of the Contract Term.

4. VACATION. Marchisello shall be entitled to vacation during each Contract Year for the term of employment hereunder in accordance with Company policy.

5. TERMINATION. Marchisello's employment by the Company hereunder shall be terminated upon the occurrence of any of the following events:

(a) If the Company and Marchisello mutually agree to terminate the employment;

(b) By the Company, in its discretion, in the event of Marchisello's disability. "Disability" for these purposes shall mean Marchisello's inability through physical or mental illness or other cause to perform any of the material duties assigned to him by the Company for a period of one hundred and eighty (180) days or more within any twelve consecutive calendar months. Marchisello will continue to receive compensation hereunder during such period of disability up to 180 days during any twelve consecutive calendar months.

(c) By either party in the event of a material breach by the other party of any of that other party's obligations under this Agreement;

(d) By Company, if Marchisello is convicted of a felony or engages in conduct or activity that has, or in the Company's reasonably held belief, will have a material adverse effect upon Company's business or future prospects;

(e) Upon Marchisello's death;

(f) By the Company for no reason and/or without good cause by payment of the severance benefit described below.

Upon termination of Marchisello's employment Marchisello shall be entitled to receive only the compensation accrued but unpaid for the period of employment prior to the date of such termination and shall not be entitled to additional compensation except as follows:

(i) if Marchisello's employment is terminated by reason of his death or disability during the Contract Term, the Company will pay Marchisello (or the personal representatives of his estate, in the event of his death) as a death or disability benefit, an amount equal to the Annual Base Salary payable hereunder for the Contract Year within which such termination occurs. Such amount shall be paid in 12 equal monthly installments, with the first installment payable on the last day of the first calendar month following the calendar month in which Marchisello's employment is terminated;

(ii) if Company terminates Marchisello's employment for no reason and/or without good cause pursuant to subparagraph 5(f) or if Marchisello terminates his employment pursuant to subparagraph 5(c) because of the Company's material breach of this Agreement, Company shall pay Marchisello as severance pay an amount equal to the Annual Base Salary payable hereunder in the Contract Year within which Marchisello's employment is terminated. Such payment will be made within thirty (30) days after the date of the termination of Marchisello's employment.

6. COVENANT AGAINST COMPETITION AND NON-DISCLOSURE.

6.1 Covenant Against Competition. Marchisello covenants and agrees that during Marchisello's employment and for a period of six (6) months after he ceases to be employed by Company, Marchisello shall not, directly or indirectly, as an employee, employer, shareholder, proprietor, partner, principal, agent, consultant, advisor, director, officer, or in any other capacity, engage in the development or operation of a retail shopping facility within a radius of one hundred (100) miles of any retail shopping facility owned or operated by the Company at any time during Marchisello's employment hereunder or within a radius of one hundred (100) miles of any site for which Company has made an offer to purchase for the development of a retail shopping facility by the Company prior to the date of the termination of Marchisello's employment.

6.2 Disclosure of Information. Marchisello acknowledges that in and as a result of his employment hereunder, he will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as financial information, terms of leases, terms of financing, financial condition of tenants and potential tenants, sales and rental income of shopping centers and other specifics about Company's development, financing, construction and operation of retail shopping facilities. Marchisello covenants and agrees that he shall not, at any time during or following the term of his employment, directly or indirectly, divulge or disclose for any purpose whatsoever any such confidential information that has been obtained by, or disclosed to, him as a result of his employment by Company.

6.3 Reasonableness of Restrictions.

(a) Marchisello has carefully read and considered the foregoing provision of this Item, and, having done so, agrees that the restrictions set forth in these paragraphs, including but not limited to the time period of restriction set forth in the covenant against competition are fair and reasonable and are reasonably required for the protection of the interests of Company and its officers, directors and other employees.

(b) In the event that, notwithstanding the foregoing, any of the provisions of this Item shall be held invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein. In the event that any provision of this Item relating to the time period and/or the areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the time period and/or areas of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period and/or areas.

6.4 Consideration. The covenants against competition and non-disclosure by Marchisello in this Item are made in consideration of the Company's agreement to employ Marchisello upon the terms and conditions set forth herein, expressly including, without limitation, the Company's agreement to pay the severance amount under the circumstances described in Section . Such covenants against competition and of non-disclosure by Marchisello in this Item constitute the material inducement to Company to enter into this Agreement, to make confidential information developed by Company available to Marchisello and to pay the salary and bonuses provided for Marchisello herein.

6.5 Company's Remedies. Marchisello covenants and agrees that if he shall violate any of his covenants or agreements contained in this Item 6, then the Company shall, in addition to any other rights and remedies available to it at law or in equity, have the following rights and remedies against Marchisello:

(a) The Company shall be relieved of any further obligation to Marchisello under the terms of this agreement; and

(b) The Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits that Marchisello, directly or indirectly, has realized and/or may realize as a result of, growing out of or in connection with, any such violation.

The foregoing rights and remedies of the Company shall be cumulative and the election by the Company to exercise any one or more of them shall not preclude the Company's exercise of any other rights described above or otherwise available under applicable principals of law or equity.

7. NOTICES. Any notice required or permitted to be given pursuant to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, to the address of the party to whom it is directed as set forth below:

Company: Tanger Properties Limited Partnership
c/o Stanley K. Tanger
P.O. Box 10889
Greensboro, N.C. 27404

Marchisello: Frank C. Marchisello, Jr.
600 Brookfield Drive 14
Gibsonville, N.C. 27249

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year first above written.

Company:

TANGER PROPERTIES LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By: TANGER GP TRUST, its sole General Partner

By: ____________________________________
Stanley K. Tanger, Chief Executive Officer
and Chairman of the Board

------------------------------------- (SEAL)
FRANK C. MARCHISELLO, JR.

EXHIBIT 21.1

List of Subsidiaries

Tanger Properties Limited Partnership

Tanger GP Trust

Tanger LP Trust

Tanger Development Corporation

Tanger-Warren Development, LLC

TWMB Associates, LLC

Exhibit 23.1

CONSENT OF INDEPENDENT ACCOUTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Forms S-8 (No. 333-80450 and 333-91863) and Forms S-3 (File Nos. 033-99736-01, 333-03526-01, 333-39365-01 and 333-61394-01) of our report dated January 17, 2002 relating to the financial statements that appear in Tanger Factory Outlet Centers, Inc.'s Form 10-K for the year ended December 31, 2001. We also consent to the incorporation by reference of our report dated January 17, 2002 relating to the financial statement schedule, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

March 28, 2002