

**United States**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 10-K**

- ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

**For the fiscal year ended December 31, 2015**  
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.)  
Commission file number 333-3526-01 (Tanger Properties Limited Partnership)

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

**North Carolina (Tanger Factory Outlet Centers, Inc.)**  
**North Carolina (Tanger Properties Limited Partnership)**  
(State or other jurisdiction of incorporation or organization)

**56-1815473**  
**56-1822494**  
(I.R.S. Employer Identification No.)

**3200 Northline Avenue, Suite 360**  
**Greensboro, NC 27408**  
(Address of principal executive offices)

**(336) 292-3010**  
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:  
Tanger Factory Outlet Centers, Inc.:

Title of each class  
Common Shares, \$.01 par value

Name of exchange on which registered  
New York Stock Exchange

Tanger Properties Limited Partnership:  
None

Securities registered pursuant to Section 12(g) of the Act:  
Tanger Factory Outlet Centers, Inc.: None  
Tanger Properties Limited Partnership: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

|                                       |   |
|---------------------------------------|---|
| Tanger Factory Outlet Centers, Inc.   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Tanger Properties Limited Partnership | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

|                                       |   |
|---------------------------------------|---|
| Tanger Factory Outlet Centers, Inc.   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Tanger Properties Limited Partnership | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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.

|                                       |   |
|---------------------------------------|---|
| Tanger Factory Outlet Centers, Inc.   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Tanger Properties Limited Partnership | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Tanger Factory Outlet Centers, Inc.  
Tanger Properties Limited Partnership

Yes ☒ No ☐  
Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) 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.  
☐

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

Tanger Factory Outlet Centers, Inc.

☒ Large accelerated filer      ☐ Accelerated filer      ☐ Non-accelerated filer      ☐ Smaller reporting company

Tanger Properties Limited Partnership

☐ Large accelerated filer      ☐ Accelerated filer      ☒ Non-accelerated filer      ☐ Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Act).

Tanger Factory Outlet Centers, Inc.  
Tanger Properties Limited Partnership

Yes ☐ No ☒  
Yes ☐ No ☒

The aggregate market value of voting shares held by non-affiliates of Tanger Factory Outlet Centers, Inc. was approximately \$2,986,664,064 based on the closing price on the New York Stock Exchange for such shares on June 30, 2015.

The number of Common Shares of Tanger Factory Outlet Centers, Inc. outstanding as of February 1, 2016 was 95,880,825.

#### Documents Incorporated By Reference

Part III incorporates certain information by reference from Tanger Factory Outlet Center, Inc.'s definitive proxy statement to be filed with respect to the 2016 Annual Meeting of Shareholders.

## PART I

### EXPLANATORY NOTE

This report combines the annual reports on Form 10-K for the year ended December 31, 2015 of Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership. Unless the context indicates otherwise, the term "Company", refers to Tanger Factory Outlet Centers, Inc. and subsidiaries and the term "Operating Partnership" refers to Tanger Properties Limited Partnership and subsidiaries. The terms "we", "our" and "us" refer to the Company or the Company and the Operating Partnership together, as the text requires.

Tanger Factory Outlet Centers, Inc. and subsidiaries is one of the largest owners and operators of outlet centers in the United States and Canada. The Company is a fully-integrated, self-administered and self-managed real estate investment trust, ("REIT"), which, through its controlling interest in the Operating Partnership, focuses exclusively on developing, acquiring, owning, operating and managing outlet shopping centers. The outlet centers and other assets are held by, and all of the operations are conducted by, the Operating Partnership and its subsidiaries. Accordingly, the descriptions of the business, employees and properties of the Company are also descriptions of the business, employees and properties of the Operating Partnership.

The Company owns the majority of the units of partnership interest issued by the Operating Partnership through its two wholly-owned subsidiaries, Tanger GP Trust and Tanger LP Trust. Tanger GP Trust controls the Operating Partnership as its sole general partner. Tanger LP Trust holds a limited partnership interest. As of December 31, 2015, the Company, through its ownership of Tanger GP Trust and Tanger LP Trust, owned 95,880,825 units of the Operating Partnership and other limited partners (the "Non-Company LPs") collectively owned 5,052,743 Class A common limited partnership units. Each Class A common limited partnership unit held by the Non-Company LPs is exchangeable for one of the Company's common shares, subject to certain limitations to preserve the Company's status as a REIT. Class B common limited partnership units, which are held by Tanger LP Trust, are not exchangeable for common shares of the Company.

Management operates the Company and the Operating Partnership as one enterprise. The management of the Company consists of the same members as the management of the Operating Partnership. These individuals are officers of the Company and employees of the Operating Partnership. The individuals that comprise the Company's Board of Directors are also the same individuals that make up Tanger GP Trust's Board of Trustees.

We believe combining the annual reports on Form 10-K of the Company and the Operating Partnership into this single report results in the following benefits:

- enhancing investors' understanding of the Company and the Operating Partnership by enabling investors to view the business as a whole in the same manner as management views and operates the business;
- eliminating duplicative disclosure and providing a more streamlined and readable presentation since a substantial portion of the disclosure applies to both the Company and the Operating Partnership; and
- creating time and cost efficiencies through the preparation of one combined report instead of two separate reports.

There are only a few differences between the Company and the Operating Partnership, which are reflected in the disclosure in this report. We believe it is important, however to understand these differences between the Company and the Operating Partnership in the context of how the Company and the Operating Partnership operate as an interrelated consolidated company. As stated above, the Company is a REIT, whose only material asset is its ownership of partnership interests of the Operating Partnership through its wholly-owned subsidiaries, the Tanger GP Trust and Tanger LP Trust. As a result, the Company does not conduct business itself, other than issuing public equity from time to time and incurring expenses required to operate as a public company. However, all operating expenses incurred by the Company are reimbursed by the Operating Partnership, thus the only material item on the Company's income statement is its equity in the earnings of the Operating Partnership. Therefore, the assets and liabilities and the revenues and expenses of the Company and the Operating Partnership are the same on their respective financial statements, except for immaterial differences related to cash, other assets and accrued liabilities that arise from public company expenses paid by the Company. The Company itself does not hold any indebtedness but does guarantee certain debt of the Operating Partnership, as disclosed in this report.

The Operating Partnership holds all of the outlet centers and other assets, including the ownership interests in consolidated and unconsolidated joint ventures. The Operating Partnership conducts the operations of the business and is structured as a partnership with no publicly traded equity. Except for net proceeds from public equity issuances by the Company, which are contributed to the Operating Partnership in exchange for partnership units, the Operating Partnership generates the capital required through its operations, its incurrence of indebtedness or through the issuance of partnership units.

Noncontrolling interests, shareholder's equity and partners' capital are the main areas of difference between the consolidated financial statements of the Company and those of the Operating Partnership. The limited partnership interests in the Operating Partnership held by the Non-Company LPs are accounted for as partners' capital in the Operating Partnership's financial statements and as noncontrolling interests in the Company's financial statements.

To help investors understand the significant differences between the Company and the Operating Partnership, this report presents the following separate sections for each of the Company and the Operating Partnership:

- Consolidated financial statements;
- The following notes to the consolidated financial statements:
  - Debt of the Company and the Operating Partnership;
  - Shareholders' Equity and Partners' Equity;
  - Earnings Per Share and Earnings Per Unit;
  - Accumulated Other Comprehensive Income of the Company and the Operating Partnership;
- Liquidity and Capital Resources in the Management's Discussion and Analysis of Financial Condition and Results of Operations.

This report also includes separate Item 9A. Controls and Procedures sections and separate Exhibit 31 and 32 certifications for each of the Company and the Operating Partnership in order to establish that the Chief Executive Officer and the Chief Financial Officer of each entity have made the requisite certifications and that the Company and Operating Partnership are compliant with Rule 13a-15 or Rule 15d-15 of the Securities Exchange Act of 1934 and 18 U.S.C. §1350.

The separate sections in this report for the Company and the Operating Partnership specifically refer to the Company and the Operating Partnership. In the sections that combine disclosure of the Company and the Operating Partnership, this report refers to actions or holdings as being actions or holdings of the Company. Although the Operating Partnership is generally the entity that enters into contracts and joint ventures and holds assets and debt, reference to the Company is appropriate because the business is one enterprise and the Company operates the business through the Operating Partnership.

As the 100% owner of Tanger GP Trust, the general partner with control of the Operating Partnership, the Company consolidates the Operating Partnership for financial reporting purposes. The separate discussions of the Company and the Operating Partnership in this report should be read in conjunction with each other to understand the results of the Company on a consolidated basis and how management operates the Company.

## **ITEM 1. BUSINESS**

### **The Company and the Operating Partnership**

Tanger Factory Outlet Centers, Inc. and subsidiaries is one of the largest owners and operators of outlet centers in the United States and Canada. We are a fully-integrated, self-administered and self-managed REIT, which focuses exclusively on developing, acquiring, owning, operating and managing outlet shopping centers. As of December 31, 2015, our consolidated portfolio consisted of 34 outlet centers, with a total gross leasable area of approximately 11.7 million square feet, which were 97% occupied and contained over 2,400 stores representing approximately 400 store brands. We also had partial ownership interests in 9 unconsolidated outlet centers totaling approximately 2.7 million square feet, including 4 outlet centers in Canada.

Our outlet centers and other assets are held by, and all of our operations are conducted by, Tanger Properties Limited Partnership and subsidiaries. The Company owns the majority of the units of partnership interest issued by the Operating Partnership, through its two wholly-owned subsidiaries, Tanger GP Trust and Tanger LP Trust. Tanger GP Trust controls the Operating Partnership as its sole general partner. Tanger LP Trust holds a limited partnership interest.

As of December 31, 2015, the Company, through its ownership of the Tanger GP and Tanger LP Trusts, owned 95,880,825 units of the Operating Partnership and the Non-Company LPs collectively owned 5,052,743 Class A common limited partnership units. Each Class A common limited partnership unit held by the Non-Company LPs is exchangeable for one of the Company's common shares, subject to certain limitations to preserve the Company's status as a REIT. Class B common limited partnership units, which are held by Tanger LP Trust, are not exchangeable for common shares of the Company.

Ownership of the Company's common shares is restricted to preserve the Company's 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. 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 then outstanding common shares and preferred shares, if applicable, equal to at least 90% of our taxable income each year.

The Company is a North Carolina corporation that was incorporated in March 1993 and the Operating Partnership is a North Carolina partnership that was formed in May 1993. Our executive offices are currently located at 3200 Northline Avenue, Suite 360, Greensboro, North Carolina, 27408 and our telephone number is (336) 292-3010. Our website can be accessed at [www.tangeroutlet.com](http://www.tangeroutlet.com). A copy of our 10-Ks, 10-Qs, 8-Ks and any amendments thereto can be obtained, free of charge, on our website as soon as reasonably practicable after we file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC"). The information found on, or otherwise accessible through, our website is not incorporated into, and does not form a part of, this annual report on Form 10-K or any other report or document we file with or furnish to the SEC.

## Recent Developments

### ***New Development of Consolidated Outlet Centers***

#### *Foxwoods*

In May 2015, we opened an approximately 312,000 square foot outlet center at the Foxwoods Resort Casino in Mashantucket, Connecticut. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$1.0 million and our equity contributions totaled approximately \$58.8 million. Contributions we make in excess of \$40.0 million earn a preferred rate of return of 15% from the date of contribution. In addition, each partner earns a rate of return of 10% on their initial capital contributions from the date of contribution. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 67%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

In December 2014, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$70.3 million at an interest rate of LIBOR + 1.65%. The loan initially matures in December 2017, with two one-year extension options. As of December 31, 2015, the balance on the loan was \$70.3 million.

#### *Grand Rapids*

In July 2015, we opened an approximately 352,000 square foot wholly-owned outlet center near Grand Rapids, Michigan. The outlet center is located 11 miles south of downtown Grand Rapids at the southwest quadrant of US-131 and 84th Street in Byron Township, Michigan, with visibility from both roads.

#### *Southaven*

In November 2015, we opened an approximately 320,000 square foot outlet center in Southaven, Mississippi. In January 2015, we purchased land for approximately \$14.8 million and commenced construction on the development of Tanger Outlets Southaven, which is located less than five miles south of Memphis, Tennessee. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$461,000 and our equity contributions totaled approximately \$26.5 million. From the date our equity contributions are made, we earn a preferred rate of return of 10% for senior contributions and 14% for junior contributions. As of December 31, 2015, the balance of our senior contributions was \$17.7 million and our junior contributions was \$8.3 million.

Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 50%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

In April 2015, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$60.0 million at an interest rate of LIBOR + 1.75%. The loan initially matures on April 29, 2018, with one two-year extension option. As of December 31, 2015, the balance on the loan was \$45.8 million.

### Daytona Beach

In November 2015, we purchased land for approximately \$9.9 million and commenced construction on the development of a wholly owned outlet center in Daytona Beach, Florida. The outlet center is expected to be approximately 352,000 square feet and to open by Holiday 2016.

### **Unconsolidated Real Estate Joint Ventures**

#### Westgate

In November 2012, we opened our Westgate outlet center, located in Glendale, Arizona, which was developed through, and currently owned by, a joint venture that was formed in May 2012.

During the first quarter of 2015, the joint venture completed the remaining 28,000 square feet of a 78,000 square foot expansion of the existing property which upon completion increased the total square feet of the outlet center to approximately 411,000 square feet. Construction commenced on the expansion during the second quarter of 2014 and was funded with borrowings under the amended Westgate mortgage loan. The joint venture's amended and restated construction loan is fully funded with a balance of \$62.0 million as of December 31, 2015. The loan initially matured in June 2015, and during the second quarter of 2015 the joint venture exercised the two year option to extend the maturity date of the loan to June 2017.

#### Savannah

In April 2015, we opened an approximately 377,000 square foot outlet center in Savannah, Georgia. As of December 31, 2015, our equity contributions totaled \$45.8 million and our partner's equity contributions totaled \$8.3 million. Contributions we made in excess of our partners' equity contributions are considered preferred equity and earned a preferred rate of return equal to 8% from the date the contributions were made until the outlet center's grand opening in April 2015, and will earn 10% annually thereafter. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned preferred equity contributions and all unpaid returns earned on those contributions prior to any distributions being made to our equity partner. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based at depreciated book value, our estimated economic interest in the venture was approximately 98%. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

In May 2014, the joint venture closed on a construction loan with the ability to borrow up to \$97.7 million at an interest rate of LIBOR + 1.65%. In September 2015, the loan maximum borrowing amount was increased to \$100.9 million. The construction loan has a maturity date of May 21, 2017, with two, one -year extension options. As of December 31, 2015, the balance on the loan was \$89.5 million. The additional \$11.4 million is available for construction of the approximately 42,000 square foot expansion that is currently in process.

#### Columbus

During the second quarter of 2015, the joint venture purchased land for approximately \$8.9 million and began construction on a 350,000 square foot outlet center in Columbus, Ohio. We and our partner currently expect to complete construction in time to open the center during the second quarter of 2016. The construction of the center is currently being funded with equity contributions from the partners. As of December 31, 2015, we and our partner had each contributed \$20.6 million to fund development activities.

## ***Dispositions of Consolidated Outlet Centers and sale of our Interest in an Unconsolidated Outlet Center***

### ***Wisconsin Dells***

In February 2015, we sold our equity interest in the joint venture that owned the outlet center located in Wisconsin Dells, Wisconsin for approximately \$15.6 million, representing our share of the sales price totaling \$27.7 million less our share of the outstanding debt, which totaled \$12.1 million. As a result of this transaction, we recorded a gain of approximately \$13.7 million in the first quarter of 2015, which represents the difference between the carrying value of our equity method investment and the net proceeds received.

### ***Kittery I&II, Tuscola, West Branch, and Barstow***

During 2015, we sold five outlet centers for net proceeds of approximately \$149.1 million, and recognized a gain of approximately \$106.7 million. The outlet centers were located in Kittery, Maine (two centers); Tuscola, Illinois; West Branch, Michigan; and Barstow, California.

As of December 31, 2015, approximately \$121.3 million of these proceeds were held by a qualified intermediary and thus have been classified as restricted cash on our consolidated balance sheets. During January 2016, we used a portion of these proceeds along with amounts under our unsecured lines of credit:

- To repay a \$150.0 million floating rate mortgage loan and a \$28.4 million deferred financing obligation, both of which are related to our 749,000 square foot outlet center in Deer Park, New York. These transactions allowed us to unencumber the Deer Park asset while simultaneously deferring a significant portion of the gains related to the asset sales for tax purposes.
- To pay a special dividend to our share and unit holders of \$0.21 per share on January 15, 2016.

We plan on investing the remaining sales proceeds, totaling approximately \$16.8 million, in qualified replacement property, including the ongoing construction of our wholly-owned new outlet center development project in Daytona Beach.

### ***Fort Myers***

In January 2016, we sold our outlet center in Fort Myers, Florida located near Sanibel Island for net proceeds of approximately \$25.8 million. We estimate the gain to be recognized in the first quarter of 2016 to be approximately \$4.9 million. The proceeds from the sale of this unencumbered asset were used to pay down balances outstanding under our unsecured lines of credit.

From time to time, we may sell one or more outlet centers or joint venture interests that do not meet our long-term investment criteria. We have not entered into a binding contract and have not obtained approval from our Board of Directors to sell any additional outlet centers or joint venture interests, thus we can give no assurance that any additional sales will be completed.

## ***Financing Transactions***

### ***Deer Park***

In connection with the acquisition of the Deer Park property in 2013, we and the noncontrolling interest entered into an agreement whereby they may require us to acquire their ownership interest in the property on the second anniversary of the acquisition date for a price of \$28.4 million, and we had the option to acquire their ownership interest on the fourth anniversary of the acquisition date at the same price. On September 30, 2015, the noncontrolling interest in our Deer Park outlet center exercised its right to require us to acquire its ownership interest. As of December 31, 2015, the obligation to acquire its interest was recorded as a deferred financing obligation in the other liabilities section of our consolidated balance sheet. The transaction closed on January 5, 2016.



### Extension of Unsecured Lines of Credit

We maintain unsecured lines of credit that provide for borrowings of up to \$520.0 million. The unsecured lines of credit include a \$20.0 million liquidity line and a \$500.0 million syndicated line. In October 2015, we closed on amendments to our unsecured lines of credit, extending the maturity and reducing our interest rate. The maturity date of these facilities was extended from October 2017 to October 2019 with the ability to further extend the maturity date for an additional year at our option. The interest rate was reduced from LIBOR + 1.00% to LIBOR + 0.90% based on our current credit rating and the maximum borrowings to which the syndicated line could be increased through an accordion feature in certain circumstances was increased from \$750.0 million to \$1.0 billion. Loan origination costs associated with the amendments totaled approximately \$2.0 million.

### **Board of Directors and Management Changes**

In October 2015, our Board of Directors, upon recommendation of the Board's Nominating and Corporate Governance Committee, voted to expand, effective January 1, 2016, the number of positions on the Company's board of directors from eight to nine and elected David B. Henry as a director to fill the vacancy, effective January 1, 2016. Mr. Henry is the recently retired Vice Chairman of the Board of Directors and Chief Executive Officer of Kimco Realty Corporation. Mr. Henry will serve as a director until the next annual meeting of shareholders or until his successor is elected and qualified.

In October 2015, Frank C. Marchisello, Jr., the Executive Vice President and Chief Financial Officer of the Company and the Vice President and Treasurer of the Operating Partnership, notified us that he will retire, effective May 20, 2016. James F. Williams, the Senior Vice President and Chief Accounting Officer of the Company and the Vice President and Assistant Treasurer of the Operating Partnership will succeed Mr. Marchisello as the Chief Financial Officer of the Company and the Vice President and Treasurer of the Operating Partnership effective May 20, 2016.

### **The Outlet Concept**

Outlets are stores operated by manufacturers and brand name retailers that sell primarily first quality, branded products, some of which are made specifically for the outlet distribution channel, to consumers at significant discounts from regular retail prices charged by department stores and specialty stores. Outlet centers offer advantages to manufacturers and brand name retailers as they are often able to charge customers lower prices for brand name and designer products by eliminating the third party retailer. Outlet centers also typically have lower operating costs than other retailing formats, enhancing their profit potential. Outlet centers enable them to optimize the size of production runs while continuing to maintain control of their distribution channels.

We believe that outlet centers will continue to present attractive opportunities for capital investment in the long-term. We further believe, based upon our contacts with present and prospective tenants that many companies will continue to utilize the outlet concept as a profitable distribution vehicle. However, due to present economic conditions and the potential for increased competition from other developers announcing plans to develop outlet centers, new developments or expansions may not provide an initial return on investment as high as has been historically achieved.

### **Our Outlet Centers**

Each of our outlet centers, except one joint venture property, carries the Tanger brand name. We believe that our tenants 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 and brand name retailers.

As one of the original participants in this industry, we have established long-standing relationships with many of our tenants that we believe is critical in developing and operating successful outlet centers.

Our consolidated outlet centers range in size from 82,161 to 749,074 square feet and are typically located at least 10 miles from major department stores and manufacturer-owned, full-price retail stores. Historically, manufacturers prefer these locations so that they do not compete directly with their major customers and their own stores. Many of our outlet centers are located near tourist destinations to attract tourists who consider shopping to be a recreational activity. Additionally, our centers are often situated in close proximity to interstate highways that provide accessibility and visibility to potential customers.

We have a diverse tenant base throughout our consolidated portfolio, comprised of approximately 400 different well-known, upscale, national designer or brand name concepts, such as American Eagle Outfitters, Banana Republic Factory Store, Barneys New York, Brooks Brothers, Calvin Klein, Coach, Gap Outlet, Giorgio Armani, Hugo Boss Factory Store, J. Crew, Kate Spade New York, Lululemon Athletica, Michael Kors, Nike Factory Store, North Face, Polo Ralph Lauren Factory Store, Saks Fifth Avenue Off 5th, Tommy Hilfiger, Under Armour, Victoria's Secret, Vineyard Vines and others.

No single tenant, including all of its store concepts, accounted for 10% or more of our combined base and percentage rental revenues during 2015, 2014 or 2013. As of December 31, 2015, no single tenant accounted for more than 7.5% of our leasable square feet or 6.0% of our combined base and percentage rental revenues. Because many of our tenants are large, multinational manufacturers or retailers, we generally do not experience material losses with respect to rent collections or lease defaults.

Only small portions of our revenues are dependent on contingent revenue sources. Revenues from fixed rents and operating expense reimbursements accounted for approximately 91% of our total revenues in 2015. Revenues from contingent sources, such as percentage rents, vending income and miscellaneous income, accounted for approximately 9% of our total revenues in 2015.

### **Business History**

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

Steven B. Tanger joined the Company in 1986, and by June 1993, the Tangers had developed 17 outlet centers totaling approximately 1.5 million square feet. In June 1993, we completed our initial public offering, making Tanger Factory Outlet Centers, Inc. the first publicly traded outlet center company. Since our initial public offering, we have grown our portfolio through the strategic development, expansion and acquisition of outlet centers and are now one of the largest owner operators of outlet centers in the United States and Canada.

### **Business Strategy**

Our company has been built on a firm foundation of strong and enduring business relationships coupled with conservative business practices. We partner with many of the world's best known and most respected retailers and manufacturers. By fostering and maintaining strong tenant relationships with these successful, high volume companies, we have been able to solidify our position as a leader in the outlet industry for well over a quarter century. The confidence and trust that we have developed with our retail partners from the very beginning has allowed us to forge the impressive retail alliances that we enjoy today with our brand name retailers and manufacturers.

We have had a solid track record of success in the outlet industry for the past 35 years. In 1993, Tanger led the way by becoming the industry's first outlet center company to be publicly traded. Our seasoned team of real estate professionals utilize the knowledge and experience that we have gained to give us a competitive advantage in the outlet business.

As of December 31, 2015, our consolidated outlet centers were 97% occupied with average tenant sales of \$395 per square foot. Our portfolio of properties has had an average occupancy rate of 95% or greater on December 31st of each year since 1981. We believe our ability to achieve this level of performance is a testament to our long-standing tenant relationships, industry experience and our expertise in the development, leasing and operation of outlet centers.

## **Growth Strategy**

Our goal is to build shareholder value through a comprehensive, conservative plan for sustained, long-term growth. We focus our efforts on increasing rents in our existing outlet centers, renovating and expanding selected outlet centers and reaching new markets through ground-up developments or acquisitions of existing outlet centers. We expect new development to continue to be important to the growth of our portfolio in the long-term. Future outlet centers may be wholly-owned by us or developed through joint venture arrangements.

### ***Increasing rents at existing outlet centers***

Our leasing team focuses on the marketing of available space to maintain our standard for high occupancy levels. Leases are negotiated to provide for inflation-based contractual rent increases or periodic fixed contractual rent increases and percentage rents. Due to the overall high performance of our outlet shopping centers, we have historically been able to renew leases at higher base rents per square-foot and attract stronger, more popular brands to replace underperforming tenants.

### ***Developing new outlet centers***

We believe that there continue to be opportunities to introduce the Tanger brand in untapped or under-served markets across the United States and Canada in the long-term. We believe our 35 years of outlet industry experience, extensive development expertise and strong retail relationships give us a distinct competitive advantage.

In order to identify new markets across North America, we follow a general set of guidelines when evaluating opportunities for the development of new outlet centers. This typically includes seeking locations within markets that have at least 1 million people residing within a 30 to 40 mile radius with an average household income of at least \$65,000 per year, frontage on a major interstate or roadway that has excellent visibility and a traffic count of at least 55,000 cars per day. Leading tourist, vacation and resort markets that receive at least 5 million visitors annually are also closely evaluated. Although our current goal is to target sites that are large enough to support outlet centers with approximately 90 stores totaling at least 350,000 square feet, we maintain the flexibility to vary our minimum requirements based on the unique characteristics of a site, tenant demand and our prospects for future growth and success.

In order to help ensure the viability of proceeding with a project, we gauge the interest of our retail partners first. We typically prefer to have signed leases or leases out for negotiation with tenants for at least 50% of the space in each outlet center prior to acquiring the site and beginning construction; however, we may choose to proceed with construction with less than 50% of the space pre-leased under certain circumstances. Construction of a new outlet center has typically taken us nine to twelve months from groundbreaking to grand opening of the outlet center.

### ***Expanding and renovating existing outlet centers***

Keeping our outlet shopping centers vibrant and growing is a key part of our formula for success. In order to maintain our reputation as the premiere outlet shopping destination in the markets that we serve, we have an ongoing program of renovations and expansions taking place at our outlet centers. Construction for expansion and renovation to existing properties typically takes less time, usually between six to nine months depending on the scope of the project.

### ***Acquiring Outlet Centers***

As a means of creating a presence in key markets and to create shareholder value, we may selectively choose to acquire individual properties or portfolios of properties that meet our strategic investment criteria. We believe that our extensive experience in the outlet center business, access to capital markets, familiarity with real estate markets and our management experience will allow us to evaluate and execute our acquisition strategy successfully over time. Through our tenant relationships, our leasing professionals have the ability to implement a re-merchandising strategy when needed to increase occupancy rates and value. We believe that our managerial skills, marketing expertise and overall outlet industry experience will also allow us to add long-term value and viability to these outlet centers.

## **Operating Strategy**

Increasing cash flow to enhance the value of our properties and operations remains a primary business objective. Through targeted marketing and operational efficiencies, we strive to improve sales and profitability of our tenants and our outlet centers as a whole. Achieving higher base and percentage rents and generating additional income from temporary leasing, vending and other sources also remains an important focus and goal.

## **Leasing**

Our long-standing retailer relationships and our focus on identifying emerging retailers allow us the ability to provide our shoppers with a collection of the world's most popular outlet stores. Tanger customers shop and save on their favorite brand name merchandise including men's, women's and children's ready-to-wear, lifestyle apparel, footwear, jewelry and accessories, tableware, housewares, luggage and domestic goods. In order for our outlet centers to perform at a high level, our leasing professionals continually monitor and evaluate tenant mix, store size, store location and sales performance. They also work to assist our tenants through re-sizing and re-location of retail space within each of our outlet centers for maximum sales of each retail unit across our portfolio.

## **Marketing**

Our marketing plans deliver compelling, well-crafted messages and enticing promotions and events to targeted audiences for tangible, meaningful and measurable results. Our plans are based on a basic measure of success - increase sales and traffic for our retail partners and we will create successful outlet centers. Utilizing a strategic mix of print, radio, television, direct mail, our consumer website, Internet advertising, social networks, mobile applications and public relations, we consistently reinforce the Tanger brand. Our marketing efforts are also designed to build loyalty with current Tanger shoppers and create awareness with potential customers. The majority of consumer-marketing expenses incurred by us are reimbursable by our tenants.

## **Capital Strategy**

We believe we achieve a strong and flexible financial position by attempting to: (1) maintain a conservative leverage position relative to our portfolio when pursuing new development, expansion and acquisition opportunities, (2) extend and sequence debt maturities, (3) manage our interest rate risk through a proper mix of fixed and variable rate debt, (4) maintain access to liquidity by using our lines of credit in a conservative manner and (5) preserve internally generated sources of capital by strategically divesting of our non-core assets and maintaining a conservative distribution payout ratio. We manage our capital structure to reflect a long-term investment approach and utilize multiple sources of capital to meet our requirements.

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 the best interests of our shareholders and unit holders. The Company is a well-known seasoned issuer with a shelf registration that allows us to register unspecified amounts of different classes of securities on Form S-3. To generate capital to reinvest into other attractive investment opportunities, we may also consider the use of additional operational and developmental joint ventures, the sale or lease of outparcels on our existing properties and the sale of certain properties that do not meet our long-term investment criteria. Based on cash provided by operations, existing lines of credit, ongoing relationships with certain financial institutions and our ability to sell debt or issue equity subject to market conditions, we believe that we have access to the necessary financing to fund our planned capital expenditures during 2016.

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 and unitholders 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 our existing lines of credit or invested in short-term money market or other suitable instruments adhering to our investment policies.

We believe our current balance sheet position is financially sound; however, due to the uncertainty and unpredictability of the capital and credit markets, we can give no assurance that affordable access to capital will exist between now and 2019 when our next significant debt maturity occurs. As a result, our current primary focus is to continually strengthen our capital and liquidity position by controlling and reducing construction and overhead costs, generating positive cash flows from operations to cover our distributions and reducing outstanding debt.

## **Competition**

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

Tenants of outlet centers typically avoid direct competition with major retailers and their own specialty stores, and, therefore, generally insist that the outlet centers not be within a close proximity of a major department store or the tenants' own specialty stores. For this reason, our outlet centers generally compete only to a limited extent with traditional malls in or near metropolitan areas.

We compete with institutional pension funds, private equity investors, other REITs, small owners of outlet centers, specialty stores and others who are engaged in the acquisition, development or ownership of outlet centers and stores. In addition, the number of entities competing to acquire or develop outlet centers has increased and may continue to increase in the future, which could increase demand for these outlet centers and the prices we must pay to acquire or develop them. Nevertheless, we believe the high barriers to entry in the outlet industry, including the need for extensive relationships with premier manufacturers and brand name retailers, will continue to minimize the number of new outlet centers developed each year.

## **Financial Information**

As of December 31, 2015, and 2014, we had one reportable operating segment. For financial information regarding our segment, see our Consolidated Financial Statements.

## **Corporate and Regional Headquarters**

We rent space in an office building in Greensboro, North Carolina where our corporate headquarters is located as well as a regional office in Miami, Florida.

As of February 1, 2016, we maintain offices and employ on-site managers at 37 consolidated and unconsolidated outlet centers. The managers closely monitor the operation, marketing and local relationships at each of their outlet centers.

## **Insurance**

We believe that as a whole our properties are covered by adequate comprehensive liability, fire, flood, earthquake and extended loss insurance provided by reputable companies with commercially reasonable and customary deductibles and limits. Northline Indemnity, LLC, ("Northline"), a wholly-owned captive insurance subsidiary of the Operating Partnership, is responsible for losses up to certain levels for property damage (including wind damage from hurricanes) prior to third-party insurance coverage. Specified types and amounts of insurance are required to be carried by each tenant under their lease. There are however, types of losses, like those resulting from wars or nuclear radiation, 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 February 1, 2016, we had 291 full-time employees, located at our corporate headquarters in North Carolina, our regional office in Miami and 37 business offices. At that date, we also employed 334 part-time employees at various locations.

## ITEM 1A. RISK FACTORS

### Risks Related to Real Estate Investments

#### ***We may be unable to develop new outlet centers or expand existing outlet centers successfully.***

We continue to develop new outlet centers and expand existing outlet centers as opportunities arise. However, there are significant risks associated with our development activities in addition to those generally associated with the ownership and operation of established retail properties. While we have policies in place designed to limit the risks associated with development, these policies do not mitigate all development risks associated with a project. These risks include the following:

- significant expenditure of money and time on projects that may be delayed or never be completed;
- higher than projected construction costs;
- shortage of construction materials and supplies;
- failure to obtain zoning, occupancy or other governmental approvals or to the extent required, tenant approvals; and
- late completion because of construction delays, delays in the receipt of zoning, occupancy and other approvals or other factors outside of our control.

Any or all of these factors may impede our development strategy and adversely affect our overall business.

#### ***The economic performance and the market value of our outlet centers are dependent on risks associated with real property investments.***

Real property investments are subject to varying degrees of risk. The economic performance and values of real estate may be affected by many factors, including changes in the national, regional and local economic climate, inflation, unemployment rates, consumer confidence, local conditions such as an oversupply of space or a reduction in demand for real estate in the area, the attractiveness of the properties to tenants, competition from other available space, our ability to provide adequate maintenance and insurance and increased operating costs.

#### ***Real property investments are relatively illiquid.***

Our outlet centers represent a substantial portion of our total consolidated assets. These assets are relatively illiquid. As a result, our ability to sell one or more of our outlet centers in response to any changes in economic or other conditions is limited. If we want to sell an outlet center, there can be no assurance that we will be able to dispose of it in the desired time period or that the sales price will exceed the cost of our investment.

***Properties may be subject to impairment charges which can adversely affect our financial results.***

We periodically evaluate long-lived assets to determine if there has been any impairment in their carrying values and record impairment losses if the undiscounted cash flows estimated to be generated by those assets are less than their carrying amounts or if there are other indicators of impairment. If it is determined that an impairment has occurred, we would be required to record an impairment charge equal to the excess of the asset's carrying value over its estimated fair value, which could have a material adverse effect on our financial results in the accounting period in which the adjustment is made. Our estimates of undiscounted cash flows expected to be generated by each property are based on a number of assumptions that are subject to economic and market uncertainties including, but not limited to, demand for space, competition for tenants, changes in market rental rates and costs to operate each property. As these factors are difficult to predict and are subject to future events that may alter our assumptions, the future cash flows estimated in our impairment analysis may not be achieved.

***Dispositions may not achieve anticipated results.***

From time to time, we may strategically dispose of assets with the goal of improving the overall performance of our core portfolio. However, we may not achieve the results we originally anticipated at the time of disposition. If we are not successful at achieving the anticipated results, there is a potential for a significant adverse impact on our returns and our overall profitability.

***We face competition for the acquisition and development of outlet centers, and we may not be able to complete acquisitions or developments that we have identified.***

We intend to grow our business in part through acquisitions and new developments. We compete with institutional pension funds, private equity investors, other REITs, small owners of outlet centers, specialty stores and others who are engaged in the acquisition, development or ownership of outlet centers and stores. These competitors may succeed in acquiring or developing outlet centers themselves. Also, our potential acquisition targets may find our competitors to be more attractive acquirers because they may have greater marketing and financial resources, may be willing to pay more, or may have a more compatible operating philosophy. In addition, the number of entities competing to acquire or develop outlet centers has increased and may continue to increase in the future, which could increase demand for these outlet centers and the prices we must pay to acquire or develop them. If we pay higher prices for outlet centers, our profitability may be reduced. Also, once we have identified potential acquisitions, such acquisitions are subject to the successful completion of due diligence, the negotiation of definitive agreements and the satisfaction of customary closing conditions. We cannot assure you that we will be able to reach acceptable terms with the sellers or that these conditions will be satisfied.

***We may be subject to environmental regulation.***

Under various federal, state and local laws, ordinances and regulations, we may be considered an owner or operator of real property and may be responsible for paying for the disposal or treatment of hazardous or toxic substances released on or in our property or disposed of by us, as well as certain other potential costs which could relate to hazardous or toxic substances (including governmental fines and injuries to persons and property). This liability may be imposed whether or not we knew about, or were responsible for, the presence of hazardous or toxic substances.

***Possible terrorist activity or other acts or threats of violence and threats to public safety could adversely affect our financial condition and results of operations.***

Terrorist attacks and threats of terrorist attacks, whether in the United States, Canada or elsewhere, or other acts or threats of violence may result in declining economic activity, which could harm the demand for goods and services offered by our tenants and the value of our properties and might adversely affect the value of an investment in our securities. Such a resulting decrease in retail demand could make it difficult for us to renew or re-lease our properties.

Terrorist activities or violence also could directly affect the value of our properties through damage, destruction or loss. In addition, these acts and threats might erode business and consumer confidence and spending, and might result in increased volatility in national and international financial markets and economies. Any one of these events might decrease demand for real estate, decrease or delay the occupancy of our properties, impair the ability of tenants to meet their obligations under their existing leases, and limit our access to capital or increase our cost of raising capital.

## Risks Related to our Business

### ***Our earnings and therefore our profitability are entirely dependent on rental income from real property.***

Substantially all of our income is derived from rental income from real property. Our income and funds for distribution would be adversely affected if rental rates at our centers decrease, if a significant number of our tenants were unable to meet their obligations to us or if we were unable to lease a significant amount of space in our outlet centers on economically favorable lease terms. In addition, the terms of outlet store tenant leases traditionally have been significantly shorter than in other retail segments. There can be no assurance that any tenant whose lease expires in the future will renew such lease or that we will be able to re-lease space on economically favorable terms.

### ***We are substantially dependent on the results of operations of our retailers.***

Our operations are subject to the results of operations of our retail tenants. A portion of our rental revenues are derived from percentage rents that directly depend on the sales volume of certain tenants. Accordingly, declines in these tenants' results of operations would reduce the income produced by our properties. If the sales of our retail tenants decline sufficiently, such tenants may be unable to pay their existing rents as such rents would represent a higher percentage of their sales. Any resulting leasing delays, failures to make payments or tenant bankruptcies could result in the termination of such tenants' leases.

A number of companies in the retail industry, including some of our tenants, have declared bankruptcy or have voluntarily closed certain of their stores in recent years. The bankruptcy of a major tenant or number of tenants may result in the closing of certain affected stores, and we may not be able to re-lease the resulting vacant space for some time or for equal or greater rent. Such bankruptcy, or the voluntary closings of a significant amount of stores, could have a material adverse effect on our results of operations and could result in a lower level of funds for distribution.

### ***Certain of our properties are subject to ownership interests held by third parties, whose interests may conflict with ours and thereby constrain us from taking actions concerning these properties which otherwise would be in our best interests and our shareholders' interests.***

We own partial interests in outlet centers with various joint venture partners. The approval or consent of the other members of these joint ventures is required before we may sell, finance, expand or make other significant changes in the operations of these properties. We also may not have control over certain major decisions, including approval of the annual operating budgets, selection or termination of the property management company, leasing and the timing and amount of distributions, which could result in decisions that do not fully reflect our interests. To the extent such approvals or consents are required, we may experience difficulty in, or may be prevented from, implementing our plans and strategies with respect to expansion, development, property management, ongoing operations, financing (for example, decisions as to whether to refinance or obtain financing, when and whether to pay down principal of any loan and whether and how to cure any defaults under loan documents) or other similar transactions with respect to such properties.

### ***An uninsured loss or a loss that exceeds our insurance policies on our outlet centers or the insurance policies of our tenants could subject us to lost capital and revenue on those outlet centers.***

Some of the risks to which our outlet centers are subject, including risks of terrorist attacks, war, earthquakes, hurricanes and other natural disasters, are not insurable or may not be insurable in the future. Should a loss occur that is uninsured or in an amount exceeding the combined aggregate limits for the insurance policies noted above or in the event of a loss that is subject to a substantial deductible under an insurance policy, we could lose all or part of our capital invested in and anticipated revenue from one or more of our outlet centers, which could adversely affect our results of operations and financial condition, as well as our ability to make distributions to our shareholders.



Under the terms and conditions of our leases, tenants generally are required to indemnify and hold us harmless from liabilities resulting from injury to persons and contamination of air, water, land or property, on or off the premises, due to activities conducted in the leased space, except for claims arising from negligence or intentional misconduct by us or our agents. Additionally, tenants generally are required, at the tenant's expense, to obtain and keep in full force during the term of the lease, liability and property damage insurance policies issued by companies acceptable to us. These policies include liability coverage for bodily injury and property damage arising out of the ownership, use, occupancy or maintenance of the leased space. All of these policies may involve substantial deductibles and certain exclusions. Therefore, an uninsured loss or loss that exceeds the insurance policies of our tenants could also subject us to lost capital and revenue.

***Consumer spending habits may change.***

Shoppers may choose to spend a greater percentage of their disposable income to purchase goods through e-commerce or other retail channels, which could reduce the number of trips to our outlet centers and the average amount spent per visit. Such a change in consumer spending habits could adversely affect the results of operations of our retail tenants and adversely impact our percentage rents and ability to renew and release space at favorable rental rates.

***Our Canadian investments may subject us to different or greater risk from those associated with our domestic operations.***

As of December 31, 2015, through a co-ownership arrangement with a Canadian REIT, we have an ownership interest in four properties in Canada. Our operating results and the value of our Canadian operations may be impacted by any unhedged movements in the Canadian dollar. Canadian ownership activities carry risks that are different from those we face with our domestic properties. These risks include:

- adverse effects of changes in the exchange rates between the US and Canadian dollar;
- changes in Canadian political and economic environments, regionally, nationally, and locally;
- challenges of complying with a wide variety of foreign laws;
- changes in applicable laws and regulations in the United States that affect foreign operations;
- property management services being provided directly by our 50/50 co-owner, not by us; and
- obstacles to the repatriation of earnings and cash.

***Our success significantly depends on our key personnel and our ability to attract and retain key personnel.***

Our success depends upon the personal efforts and abilities of our senior management team and other key personnel. Although we believe we have a strong management team with relevant industry expertise, the extended loss of the services of key personnel could have a material adverse effect on the securities markets' view of our prospects and materially harm our business. Also, our continued success and the achievement of our expansion goals are dependent upon our ability to attract and retain additional qualified employees as we expand.

**Risks Related to our Indebtedness and Financial Markets**

***We are subject to the risks associated with debt financing.***

We are subject to the risks associated with debt financing, including the risk that the cash provided by our operating activities will be insufficient to meet required payments of principal and interest. Disruptions in the capital and credit markets may adversely affect our operations, including the ability to fund the planned capital expenditures and potential new developments or acquisitions. Further, there is the risk that we will not be able to repay or refinance existing indebtedness or that the terms of any refinancing will not be as favorable as the terms of existing indebtedness. If we are unable to access capital markets to refinance our indebtedness on acceptable terms, we might be forced to dispose of properties on disadvantageous terms, which might result in losses.

***The Operating Partnership guarantees debt or otherwise provides support for a number of joint venture properties.***

Joint venture debt is the liability of the joint venture and is typically secured by a mortgage on the joint venture property, which is non-recourse to us. A default by a joint venture under its debt obligations may expose us to liability under a guaranty. We may elect to fund cash needs of a joint venture through equity contributions (generally on a basis proportionate to our ownership interests), advances or partner loans, although such fundings are not typically required contractually or otherwise.

**Risks Related to Federal Income Tax Laws**

***The Company's failure to qualify as a REIT could subject our earnings to corporate level taxation.***

We believe that we have operated and intend to operate in a manner that permits the Company to qualify as a REIT under the Internal Revenue Code of 1986, as amended. However, we cannot assure you that the Company has qualified or will remain qualified as a REIT. If in any taxable year the Company were to fail to qualify as a REIT and certain statutory relief provisions were not applicable, the Company would not be allowed a deduction for distributions to shareholders in computing taxable income and would be subject to U.S. federal income tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates. The Company's failure to qualify for taxation as a REIT would have a material adverse effect on the market price and marketability of our securities.

***The Company is required by law to make distributions to our shareholders.***

To obtain the favorable tax treatment associated with the Company's qualification as a REIT, generally, the Company is required to distribute to its shareholders at least 90% of its net taxable income (excluding capital gains) each year. The Company depends upon distributions or other payments from the Operating Partnership to make distributions to the Company's common shareholders. A recent IRS revenue procedure allows the Company to satisfy the REIT income distribution requirement by distributing up to 90% of the dividends on its common shares in the form of additional common shares in lieu of paying dividends entirely in cash. Although we reserve the right to utilize this procedure in the future, we currently have no intent to do so. In the event that the Company pays a portion of a dividend in shares, certain U.S. shareholders would be required to pay income tax on the entire amount of the dividend, including the portion paid in shares, in which case such shareholders might have to pay the income tax using cash from other sources. If a U.S. shareholder sells the shares it receives as a dividend in order to pay this income tax, the sales proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of our shares at the time of the sale.

**Risks Related to our Organizational Structure**

***The Company depends on distributions from the Operating Partnership to meet its financial obligations, including dividends.***

The Company's operations are conducted by the Operating Partnership, and the Company's only significant asset is its interest in the Operating Partnership. As a result, the Company depends upon distributions or other payments from the Operating Partnership in order to meet its financial obligations, including its obligations under any guarantees or to pay dividends or liquidation payments to its common shareholders. As a result, these obligations are effectively subordinated to existing and future liabilities of the Operating Partnership. The Operating Partnership is a party to loan agreements with various bank lenders that require the Operating Partnership to comply with various financial and other covenants before it may make distributions to the Company. Although the Operating Partnership presently is in compliance with these covenants, there is no assurance that the Operating Partnership will continue to be in compliance and that it will be able to make distributions to the Company.

## **Risks Related to Cyber Security**

***Cyber-attacks or acts of cyber-terrorism could disrupt our business operations and information technology systems or result in the loss or exposure of confidential or sensitive customer, employee or Company information.***

Our business operations and information technology systems may be attacked by individuals or organizations intending to disrupt our business operations and information technology systems, whether through cyber-attacks or cyber-intrusions over the Internet, malware, computer viruses, attachments to e-mails, persons inside our organization, or persons with access to systems inside our organization. The risk of a security breach or disruption, particularly through cyber-attacks or cyber-intrusion, including by computer hackers, foreign governments, and cyber terrorists, has generally increased as the number, intensity and sophistication attempted attacks and intrusions from around the world have increased. We use information technology systems to manage our outlet centers and other business processes. Disruption of those systems could adversely impact our ability to operate our business to provide timely service to our customers and maintain our relationships with our tenants. Accordingly, if such an attack or act of terrorism were to occur, our operations and financial results could be adversely affected. In addition, we use our information technology systems to protect confidential or sensitive customer, employee and Company information developed and maintained in the normal course of our business. Any attack on such systems that would result in the unauthorized release or loss of customer, employee or other confidential or sensitive data could have a material adverse effect on our business reputation, increase our costs and expose us to additional material legal claims and liability. As a result, if such an attack or act of terrorism were to occur, our operations and financial results and our share price could be adversely affected.

### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

There are no unresolved staff comments from the Commission for either the Company or the Operating Partnership.

### **ITEM 2. PROPERTIES**

As of February 1, 2016, our consolidated portfolio consisted of 33 outlet centers totaling 11.5 million square feet located in 20 states. We own interests in nine other outlet centers totaling approximately 2.7 million square feet through unconsolidated joint ventures, including four outlet centers in Canada. Our consolidated outlet centers range in size from 82,161 to 749,074 square feet. The outlet centers are generally located near tourist destinations or along major interstate highways to provide visibility and accessibility to potential customers.

We believe that the outlet centers are well diversified geographically and by tenant and that we are not dependent upon any single property or tenant. The outlet center in Deer Park, New York is the only property that comprises 10% or more of our consolidated total assets as of December 31, 2015. No property comprises more than 10% of our consolidated revenues for the year ended December 31, 2015. See "Properties - Significant Property" for further details.

We have an ongoing strategy of acquiring outlet centers, developing new outlet centers and expanding existing outlet 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.

As of February 1, 2016, of the 33 outlet centers in our consolidated portfolio, we own the land underlying 26 and have ground leases on seven. The following table sets forth information about the land leases on which all or a portion of the outlet centers are located:

| Outlet Center               | Acres | Expiration | Expiration including renewal terms |
|-----------------------------|-------|------------|------------------------------------|
| Myrtle Beach Hwy 17, SC     | 40.0  | 2027       | 2096                               |
| Atlantic City, NJ           | 21.3  | 2101       | 2101                               |
| Ocean City, MD              | 18.5  | 2084       | 2084                               |
| Sevierville, TN             | 43.6  | 2086       | 2086                               |
| Riverhead, NY               | 47.0  | 2019       | 2039                               |
| Mashantucket, CT (Foxwoods) | 8.1   | 2040       | 2090                               |
| Rehoboth Beach, DE          | 2.7   | 2044       | (1)                                |

(1) Lease may be renewed at our option for additional terms of twenty years each.

Generally, our leases with our outlet center tenants typically have an initial term that ranges from 5 to 10 years and 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 outlet center. As a result, the majority of our operating expenses for the outlet centers are borne by the tenants.

The following table summarizes certain information with respect to our consolidated outlet centers as of February 1, 2016:

| State          | Number of Outlet Centers | Square Feet | % of Square Feet |
|----------------|--------------------------|-------------|------------------|
| South Carolina | 5                        | 1,598,375   | 14               |
| New York       | 2                        | 1,478,808   | 13               |
| Pennsylvania   | 3                        | 874,460     | 7                |
| Georgia        | 2                        | 692,478     | 6                |
| Michigan       | 2                        | 671,877     | 6                |
| Texas          | 2                        | 643,497     | 6                |
| Connecticut    | 2                        | 601,512     | 5                |
| Delaware       | 1                        | 565,707     | 5                |
| Alabama        | 1                        | 557,014     | 5                |
| North Carolina | 3                        | 505,123     | 4                |
| New Jersey     | 1                        | 489,706     | 4                |
| Tennessee      | 1                        | 448,335     | 4                |
| Ohio           | 1                        | 411,776     | 3                |
| Mississippi    | 1                        | 320,334     | 3                |
| Missouri       | 1                        | 329,861     | 3                |
| Utah           | 1                        | 319,661     | 3                |
| Louisiana      | 1                        | 318,666     | 3                |
| Iowa           | 1                        | 276,331     | 2                |
| New Hampshire  | 1                        | 245,698     | 2                |
| Maryland       | 1                        | 198,840     | 2                |
| Total          | 33                       | 11,548,059  | 100              |

The following table summarizes certain information with respect to our existing outlet centers in which we have an ownership interest as of February 1, 2016. Except as noted, all properties are fee owned:

| Location  | Legal Ownership<br>% | Square Feet       | % Occupied               |
|---|----------------------|-------------------|--------------------------|
| <b>Consolidated Outlet Centers</b>                          |                      |                   |                          |
| Deer Park, New York   | 100                  | 749,074           | 94                       |
| Riverhead, New York <sup>(1)</sup>                          | 100                  | 729,734           | 98                       |
| Rehoboth Beach, Delaware <sup>(1)</sup>                     | 100                  | 565,707           | 98                       |
| Foley, Alabama  | 100                  | 557,014           | 94                       |
| Atlantic City, New Jersey <sup>(1) (4)</sup>                | 99                   | 489,706           | 91                       |
| San Marcos, Texas   | 100                  | 465,697           | 98                       |
| Sevierville, Tennessee <sup>(1)</sup>                       | 100                  | 448,335           | 99                       |
| Myrtle Beach Hwy 501, South Carolina                        | 100                  | 425,247           | 95                       |
| Jeffersonville, Ohio  | 100                  | 411,776           | 99                       |
| Myrtle Beach Hwy 17, South Carolina <sup>(1)</sup>          | 100                  | 402,797           | 99                       |
| Charleston, South Carolina                                  | 100                  | 382,117           | 99                       |
| Pittsburgh, Pennsylvania                                    | 100                  | 372,958           | 100                      |
| Commerce, Georgia   | 100                  | 371,408           | 99                       |
| Grand Rapids, Michigan                                      | 100                  | 351,988           | 94                       |
| Branson, Missouri   | 100                  | 329,861           | 99                       |
| Locust Grove, Georgia                                       | 100                  | 321,070           | 99                       |
| Southaven, Mississippi <sup>(2) (4)</sup>                   | 50                   | 320,334           | 96                       |
| Howell, Michigan  | 100                  | 319,889           | 92                       |
| Park City, Utah   | 100                  | 319,661           | 100                      |
| Mebane, North Carolina                                      | 100                  | 318,910           | 99                       |
| Gonzales, Louisiana   | 100                  | 318,666           | 99                       |
| Mashantucket, Connecticut (Foxwoods) <sup>(1) (2) (4)</sup> | 67                   | 311,614           | 94                       |
| Westbrook, Connecticut                                      | 100                  | 289,898           | 94                       |
| Williamsburg, Iowa  | 100                  | 276,331           | 96                       |
| Lancaster, Pennsylvania                                     | 100                  | 254,002           | 96                       |
| Hershey, Pennsylvania                                       | 100                  | 247,500           | 99                       |
| Tilton, New Hampshire                                       | 100                  | 245,698           | 97                       |
| Hilton Head II, South Carolina                              | 100                  | 206,544           | 95                       |
| Ocean City, Maryland <sup>(1)</sup>                         | 100                  | 198,840           | 79                       |
| Hilton Head I, South Carolina                               | 100                  | 181,670           | 97                       |
| Terrell, Texas  | 100                  | 177,800           | 96                       |
| Blowing Rock, North Carolina                                | 100                  | 104,052           | 100                      |
| Nags Head, North Carolina                                   | 100                  | 82,161            | 97                       |
| <b>Total</b>  |                      | <b>11,548,059</b> | <b>97 <sup>(3)</sup></b> |

(1) These properties or a portion thereof are subject to a ground lease.

(2) Based on capital contribution and distribution provisions in the joint venture agreement, we expect our economic interest in the venture's cash flow to be greater than our legal ownership percentage. We currently receive substantially all the economic interest of the property.

(3) Excludes the occupancy rate at our Foxwoods, Grand Rapids and Southaven centers which opened during the second, third and fourth quarters of 2015, respectively, and have not yet stabilized.

(4) Property encumbered by mortgage. See note 9 to the consolidated financial statements for further detail of our debt obligations.

| Location                                       | Legal Ownership<br>% | Square Feet | % Occupied |
|--|----------------------|-------------|------------|
| <b>Unconsolidated joint venture properties</b> |                      |             |            |
| Charlotte, North Carolina                      | 50                   | 397,836     | 98         |
| Glendale, Arizona (Westgate)                   | 58                   | 410,664     | 96         |
| Texas City, Texas (Galveston/Houston)          | 50                   | 352,705     | 99         |
| Savannah, Georgia                              | 50 <sup>(1)</sup>    | 377,286     | 98         |
| National Harbor, Maryland                      | 50                   | 338,786     | 99         |
| Cookstown, Ontario                             | 50                   | 308,745     | 99         |
| Ottawa, Ontario <sup>(2)</sup>                 | 50                   | 284,244     | 97         |
| Bromont, Quebec                                | 50                   | 161,449     | 75         |
| Saint-Sauveur, Quebec                          | 50                   | 115,771     | 97         |
| Total  |                      | 2,747,486   | 96         |

(1) Based on capital contribution and distribution provisions in the joint venture agreement, we expect our economic interest in the venture's cash flow to be greater than indicated in the Tanger Ownership column, which states our legal interest in this venture. As of February 1, 2016, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our estimated economic interest in the venture was approximately 98%. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from gains or losses of asset sales.

(2) Excludes square feet to be completed and turned over to an anchor tenant at a later date.

### Lease Expirations

The following table sets forth, as of February 1, 2016, scheduled lease expirations for our consolidated outlet centers, assuming none of the tenants exercise renewal options:

| Year           | No. of Leases<br>Expiring | Approx. Square<br>Feet (in 000's) <sup>(1)</sup> | Average Annualized<br>Base Rent per sq. ft | Annualized Base Rent<br>(in 000's) <sup>(2)</sup> | % of Gross<br>Annualized Base<br>Rent Represented<br>by Expiring Leases |
|----------------|---------------------------|--|--|---|---|
| 2016           | 194                       | 785  | \$ 23.01                                   | \$ 18,061   | 7   |
| 2017           | 308                       | 1,396  | 22.37                                      | 31,233  | 12  |
| 2018           | 328                       | 1,560  | 25.39                                      | 39,613  | 16  |
| 2019           | 224                       | 1,002  | 27.11                                      | 27,163  | 10  |
| 2020           | 243                       | 1,385  | 21.30                                      | 29,507  | 11  |
| 2021           | 208                       | 1,088  | 21.85                                      | 23,771  | 9   |
| 2022           | 136                       | 528  | 30.72                                      | 16,221  | 6   |
| 2023           | 143                       | 634  | 26.02                                      | 16,498  | 6   |
| 2024           | 129                       | 521  | 32.74                                      | 17,057  | 6   |
| 2025           | 249                       | 1,070  | 28.46                                      | 30,452  | 11  |
| 2026 and after | 102                       | 716  | 23.46                                      | 16,796  | 6   |
|                | 2,264                     | 10,685   | \$ 24.93                                   | \$ 266,372  | 100   |

(1) Excludes leases that have been entered into but which tenant has not yet taken possession, vacant suites, space under construction, temporary leases and month-to-month leases totaling in the aggregate approximately 863,000 square feet.

(2) Annualized base rent is defined as the minimum monthly payments due as of February 1, 2016 annualized, excluding periodic contractual fixed increases and rents calculated based on a percentage of tenants' sales. The annualized base rent disclosed in the table above includes all concessions, abatements and reimbursements of rent to tenants.

Based on current market base rental rates, we believe we will achieve overall positive increases in our average base rental income for leases expiring in 2016. However, changes in base rental income associated with individual signed leases on comparable spaces may be positive or negative, and we can provide no assurance that the base rents on new leases will continue to increase from current levels, if at all.

### Base Rents and Occupancy Rates

The following table sets forth our year end occupancy and average annual base rent per square foot during each of the last five calendar years for our consolidated properties:

|   | 2015     | 2014     | 2013     | 2012     | 2011     |
|---|----------|----------|----------|----------|----------|
| Occupancy   | 97%      | 98%      | 99%      | 99%      | 99%      |
| Average annual base rent per square foot <sup>(1)</sup> | \$ 25.19 | \$ 23.78 | \$ 22.98 | \$ 21.94 | \$ 21.05 |

(1) Average annual base rent per square foot is calculated on a straight-line basis including the effects of inducements and rent concessions.

The following table sets forth information regarding the expiring leases for our consolidated outlet centers during each of the last five calendar years:

| Year                | Total Expiring            |  | Renewed by Existing Tenants |                                 |
|---------------------|---------------------------|--|-----------------------------|---------------------------------|
|                     | Square Feet<br>(in 000's) | % of<br>Total Outlet<br>Center Square<br>Feet <sup>(1)</sup> | Square Feet<br>(in 000's)   | % of<br>Expiring Square<br>Feet |
| 2015 <sup>(2)</sup> | 1,532                     | 13   | 1,282                       | 84                              |
| 2014 <sup>(3)</sup> | 1,613                     | 14   | 1,241                       | 77                              |
| 2013                | 1,950                     | 18   | 1,574                       | 81                              |
| 2012                | 1,814                     | 17   | 1,536                       | 85                              |
| 2011                | 1,771                     | 18   | 1,459                       | 82                              |

(1) Represents the percentage of total square footage at the beginning of each year that is scheduled to expire during the respective year.

(2) Excludes the outlet centers in Kittery I & II, Tuscola, West Branch, and Barstow, which were sold during 2015.

(3) Excludes the Lincoln City outlet center, which was sold in 2014.

The following table sets forth the weighted average base rental rate increases per square foot on a straight-line basis (includes periodic, contractual fixed rent increases) for our consolidated outlet centers upon re-leasing stores that were turned over or renewed during each of the last five calendar years:

| Year                | Renewals of Existing Leases |  |          |            | Stores Re-leased to New Tenants <sup>(1)</sup> |  |          |            |
|---------------------|-----------------------------|--|----------|------------|--|--|----------|------------|
|                     | Square Feet<br>(in 000's)   | Average Annualized Base Rent<br>(\$ per sq. ft.) |          |            | Square Feet<br>(in 000's)                      | Average Annualized Base Rent<br>(\$ per sq. ft.) |          |            |
|                     |                             | Expiring   | New      | % Increase |  | Expiring   | New      | % Increase |
| 2015 <sup>(2)</sup> | 1,282                       | \$ 21.77   | \$ 26.06 | 20         | 444  | \$ 24.33   | \$ 31.48 | 29         |
| 2014 <sup>(3)</sup> | 1,241                       | 19.97  | 23.38    | 17         | 470  | 24.20  | 32.93    | 36         |
| 2013                | 1,574                       | 20.09  | 23.96    | 19         | 510  | 22.19  | 30.57    | 38         |
| 2012                | 1,536                       | 18.70  | 21.75    | 16         | 450  | 20.60  | 31.72    | 54         |
| 2011                | 1,459                       | 18.16  | 20.54    | 13         | 548  | 18.82  | 28.24    | 50         |

(1) The square footage released to new tenants for 2015, 2014, 2013, 2012, and 2011 contains 149,440, 207,000, 224,000, 137,000, and 172,000, respectively, that was released to new tenants upon expiration of an existing lease during the respective year.

(2) Excludes the outlet centers in Kittery I & II, Tuscola, West Branch, and Barstow, which were sold during 2015.

(3) Excludes the Lincoln City outlet center, which was sold in 2014.

### 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 tenants that report sales, for each of the last five calendar years, tenant occupancy costs per square foot as a percentage of reported tenant sales per square foot for our consolidated outlet centers:

| Year | Occupancy Costs as a<br>% of Tenant Sales |
|------|---|
| 2015 | 9.3                                       |
| 2014 | 8.9                                       |
| 2013 | 8.6                                       |
| 2012 | 8.4                                       |
| 2011 | 8.4                                       |



## Tenants

The following table sets forth certain information for our consolidated outlet centers with respect to our ten largest tenants and their store concepts as of February 1, 2016:

| Tenant                               | Number of Stores | Square Feet | % of Total Square Feet |
|--------------------------------------|------------------|-------------|------------------------|
| <b>The Gap, Inc.:</b>                |                  |             |                        |
| Old Navy                             | 24               | 359,562     | 3.1                    |
| GAP                                  | 30               | 283,451     | 2.5                    |
| Banana Republic                      | 29               | 240,855     | 2.1                    |
|                                      | 83               | 883,868     | 7.7                    |
| <b>Ascena Retail Group, Inc.:</b>    |                  |             |                        |
| Dress Barn                           | 27               | 221,026     | 1.9                    |
| Loft                                 | 27               | 180,985     | 1.6                    |
| Ann Taylor                           | 20               | 131,294     | 1.1                    |
| Lane Bryant                          | 22               | 115,526     | 1.0                    |
| Justice                              | 26               | 111,229     | 1.0                    |
| Maurice's                            | 10               | 48,461      | 0.4                    |
| Dress Barn Woman                     | 1                | 3,600       | *                      |
|                                      | 133              | 812,121     | 7.0                    |
| <b>Nike, Inc.:</b>                   |                  |             |                        |
| Nike                                 | 25               | 353,096     | 3.1                    |
| Converse                             | 10               | 32,625      | 0.3                    |
| Hurley                               | 1                | 2,133       | *                      |
|                                      | 36               | 387,854     | 3.4                    |
| <b>PVH Corp.:</b>                    |                  |             |                        |
| Tommy Hilfiger                       | 28               | 203,984     | 1.8                    |
| Van Heusen                           | 21               | 86,122      | 0.7                    |
| Calvin Klein, Inc.                   | 11               | 71,119      | 0.6                    |
| Tommy Kids                           | 1                | 3,090       | *                      |
|                                      | 61               | 364,315     | 3.1                    |
| <b>V. F. Corporation:</b>            |                  |             |                        |
| VF Outlet                            | 11               | 204,570     | 1.8                    |
| Nautica                              | 11               | 56,630      | 0.5                    |
| Timberland                           | 8                | 41,426      | 0.4                    |
| The North Face                       | 2                | 16,219      | 0.1                    |
| Vans                                 | 4                | 13,000      | 0.1                    |
|                                      | 36               | 331,845     | 2.9                    |
| <b>Ralph Lauren Corporation:</b>     |                  |             |                        |
| Polo Ralph Lauren                    | 26               | 276,845     | 2.4                    |
| Polo Children                        | 5                | 24,909      | 0.2                    |
| Polo Ralph Lauren Big & Tall         | 3                | 15,262      | 0.1                    |
| Lauren Ralph Lauren                  | 1                | 6,250       | 0.1                    |
|                                      | 35               | 323,266     | 2.8                    |
| <b>G-III Apparel Group, Ltd.:</b>    |                  |             |                        |
| Bass                                 | 30               | 177,768     | 1.5                    |
| Wilson's Leather                     | 34               | 128,388     | 1.1                    |
|                                      | 64               | 306,156     | 2.6                    |
| <b>Carter's Inc.:</b>                |                  |             |                        |
| Carter's                             | 29               | 131,534     | 1.1                    |
| OshKosh B'Gosh                       | 28               | 122,825     | 1.1                    |
|                                      | 57               | 254,359     | 2.2                    |
| <b>Adidas AG:</b>                    |                  |             |                        |
| Reebok                               | 18               | 134,970     | 1.2                    |
| Adidas                               | 17               | 110,504     | 1.0                    |
| Taylor Made                          | 1                | 3,000       | *                      |
|                                      | 36               | 248,474     | 2.2                    |
| <b>Hanes Brands:</b>                 |                  |             |                        |
| Hanesbrands                          | 30               | 192,894     | 1.7                    |
| Maidenform                           | 7                | 15,337      | 0.1                    |
| Champion                             | 2                | 8,640       | 0.1                    |
|                                      | 39               | 216,871     | 1.9                    |
| Total of all tenants listed in table | 580              | 4,129,129   | 35.8                   |

\* Less than 0.1%.

## Significant Properties

The Deer Park, New York outlet center is the only property that comprises 10% or more of our consolidated total assets. No property comprises more than 10% of our consolidated revenues. In August 2013, we acquired an additional one-third ownership interest in the property, bringing our total ownership to a two-thirds interest, and then restructured certain aspects of the remaining one-third ownership of the property, the effects of which gave us a controlling ownership interest. With the acquisition of a controlling ownership interest, we have consolidated Deer Park in our balance sheet and statements of operations since the acquisition date. Previously, Deer Park was reported within our unconsolidated portfolio of properties.

Tenants at the Deer Park outlet center principally conduct retail sales operations. The following table shows occupancy and certain base rental information related to this property as of December 31, 2015, 2014, and 2013:

| Deer Park   | Square Feet | 2015     | 2014     | 2013     |
|---|-------------|----------|----------|----------|
| Outlet Center Occupancy   | 749,074     | 95%      | 95%      | 95%      |
| Average base rental rates per weighted average square foot <sup>(1)</sup> |             | \$ 30.34 | \$ 29.45 | \$ 29.73 |

(1) Note that outlet center was acquired during August 2013. Represents average base rental rates per weighted average square foot since the acquisition date.

Depreciation on the outlet centers is computed on the straight-line basis over the estimated useful lives of the assets. We generally use estimated lives ranging from 33 years for buildings, 15 years for land improvements and 7 years for equipment. Expenditures for ordinary repairs and maintenance are charged to operations as incurred while significant renovations and improvements, including tenant finishing allowances, which improve and/or extend the useful life of the asset are capitalized and depreciated over their estimated useful life. Real estate taxes assessed on this outlet center during 2015 amounted to \$4.4 million. Real estate taxes for 2016 are estimated to be approximately \$4.9 million.

The following table sets forth, as of February 1, 2016, scheduled lease expirations for the Deer Park outlet center assuming that none of the tenants exercise renewal options:

| Year                | No. of Leases Expiring <sup>(1)</sup> | Square Feet (in 000's) <sup>(1)</sup> | Annualized Base Rent per Square Foot | Annualized Base Rent (in 000's) <sup>(2)</sup> | % of Gross Annualized Base Rent Represented by Expiring Leases |
|---------------------|---------------------------------------|---------------------------------------|--------------------------------------|--|--|
| 2016                | 11                                    | 47                                    | \$ 33.36                             | \$ 1,568                                       | 7  |
| 2017                | 4                                     | 11                                    | 25.73                                | 283  | 2  |
| 2018                | 26                                    | 144                                   | 33.21                                | 4,782  | 23   |
| 2019                | 24                                    | 136                                   | 38.74                                | 5,269  | 25   |
| 2020                | 3                                     | 13                                    | 43.85                                | 570  | 3  |
| 2021                | 3                                     | 11                                    | 43.45                                | 478  | 2  |
| 2022                | 3                                     | 13                                    | 37.23                                | 484  | 2  |
| 2023                | 7                                     | 54                                    | 21.15                                | 1,142  | 5  |
| 2024                | 7                                     | 29                                    | 36.83                                | 1,068  | 5  |
| 2025                | 6                                     | 26                                    | 20.65                                | 537  | 3  |
| 2026 and thereafter | 5                                     | 194                                   | 24.51                                | 4,755  | 23   |
| Total               | 99                                    | 678                                   | \$ 30.88                             | \$ 20,936                                      | 100 %  |

(1) Excludes leases that have been entered into but which tenant has not taken possession, vacant suites, temporary leases and month-to-month leases totaling in the aggregate approximately 71,000 square feet.

(2) Annualized base rent is defined as the minimum monthly payments due as of February 1, 2016, excluding periodic contractual fixed increases and rents calculated based on a percentage of tenants' sales. The annualized base rent disclosed in the table above includes all concessions, abatements and reimbursements of rent to tenants.

**ITEM 3. LEGAL  
PROCEEDINGS**

The Company and the Operating Partnership are, from time to time, engaged in a variety of legal proceedings arising in the normal course of business. Although the results of these legal proceedings cannot be predicted with certainty, management believes that the final outcome of such proceedings will not have a material adverse effect on our results of operations or financial condition.

**ITEM 4. MINE SAFETY  
DISCLOSURES**

Not applicable.

**Executive Officers of Tanger Factory Outlet Centers, Inc.**

The following table sets forth certain information concerning the Company's executive officers. The Operating Partnership does not have executive officers:

| NAME                      | AGE | POSITION   |
|---------------------------|-----|--|
| Steven B. Tanger          | 67  | Director, President and Chief Executive Officer                      |
| Frank C. Marchisello, Jr. | 57  | Executive Vice President - Chief Financial Officer                   |
| Thomas E. McDonough       | 58  | Executive Vice President - Chief Operating Officer                   |
| Chad D. Perry             | 44  | Executive Vice President - General Counsel and Secretary             |
| Carrie A. Geldner         | 53  | Senior Vice President - Chief Marketing Officer                      |
| Manuel O. Jessup          | 60  | Senior Vice President - Human Resources                              |
| Lisa J. Morrison          | 56  | Senior Vice President - Leasing                                      |
| Virginia R. Summerell     | 57  | Senior Vice President of Finance - Treasurer and Assistant Secretary |
| James F. Williams         | 51  | Senior Vice President - Chief Accounting Officer                     |
| Charles A. Worsham        | 44  | Senior Vice President - Construction and Development                 |

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

**Steven B. Tanger.** Mr. Tanger is a director of the Company and was named President and Chief Executive Officer effective January 1, 2009. Mr. Tanger served as President and Chief Operating Officer from January 1, 1995 to December 2008. Previously, Mr. Tanger served as Executive Vice President from 1986 to December 1994. 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. 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 provides an insider's perspective in Board discussions about the business and strategic direction of the Company and has experience in all aspects of the Company's business.

**Frank C. Marchisello, Jr.** Mr. Marchisello was named Executive Vice President - Chief Financial Officer in April 2003. Previously he was named Senior Vice President and Chief Financial Officer in January 1999 after being named Vice President and Chief Financial Officer in November 1994. He served as Chief Accounting Officer from January 1993 to November 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 responsible for the Company's financial reporting processes, as well as supervisory responsibility over the senior officers that oversee the Company's accounting, finance, investor relations and information systems functions. Mr. Marchisello is a graduate of the University of North Carolina at Chapel Hill and is a certified public accountant.

**Thomas E. McDonough.** Mr. McDonough was named Executive Vice President - Chief Operating Officer in August 2011. He joined the Company in August 2010 as Executive Vice President of Operations. Previously, he was the Co-Founder and Principal of MHF Real Estate Group, a real estate asset management firm, from September 2009 to August 2010. He served as Chief Investment Officer and was a member of the Investment Committee at Equity One, Inc. from July 2007 to April 2009. From April 2006 to July 2007, Mr. McDonough was a partner at Kahl & Goveia, and from February 1997 to April 2006, he was employed by Regency Centers Corp., and its predecessor, Pacific Retail Trust, as the national director of acquisitions and dispositions. Previously, from July 1984 to January 1997, Mr. McDonough served in various capacities, including partner and principal, with Trammell Crow Company. Mr. McDonough has supervisory responsibility over the senior officers that oversee the Company's operations, construction and development, leasing and marketing functions. Mr. McDonough is a graduate of Stanford University and holds an MBA degree from Harvard Business School.

**Chad D. Perry.** Mr. Perry joined the Company in December 2011 as Executive Vice President - General Counsel and was additionally named Secretary in May 2012. Previously, he was Executive Vice President and Deputy General Counsel of LPL Financial Corporation from May 2006 to December 2011. From January 2005 to April 2006, he served as Senior Corporate Counsel of EMC Corporation. Previously, Mr. Perry was a Senior Associate of international law firm Ropes & Gray from September 1997 to January 2005. His responsibilities include corporate governance, compliance, and other legal matters, as well as management of outside counsel relationships and the Company's in house legal department. Mr. Perry is a graduate of Princeton University, and earned a J.D. from Columbia University, where he was a Harlan Fiske Stone Scholar. He is a member of both the Massachusetts and California bar associations.

**Carrie A. Geldner.** Ms. Geldner was named Senior Vice President - Chief Marketing Officer in January 2012. Previously, she held the positions of Senior Vice President - Marketing from May 2000 to January 2012, Vice President - Marketing from September 1996 to May 2000 and Assistant Vice President - Marketing from December 1995 to September 1996. Prior to joining Tanger, Ms. Geldner 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. Previously, Ms. Geldner 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. Her major responsibilities include managing the Company's marketing department and developing and overseeing implementation of all corporate and field marketing programs. Ms. Geldner is a graduate of East Carolina University.

**Manuel O. Jessup.** Mr. Jessup joined the Company as Senior Vice President of Human Resources in September 2012. Previously, Mr. Jessup worked with Fine Mark National Bank & Trust as the Executive Vice President of Human Resources from October 2010 to July 2012. From September 2006 to August 2010, he served as Senior Vice President of Human Resources and later Executive Vice President and Chief Human Resources Officer at Chico's FAS, Inc. Previously, Mr. Jessup was employed by Sara Lee Branded Apparel from September 1985 through August 2006. While at Sara Lee Branded Apparel, Mr. Jessup held numerous leadership roles in human resources, including Vice President of Human Resources, with responsibility for domestic and international operations in Asia and Latin America. His responsibilities include oversight and supervision of the Company's Human Resources function. Mr. Jessup is a graduate of the University of South Carolina and holds an MBA from Wake Forest University Babcock School of Business.

**Lisa J. Morrison.** Ms. Morrison was named Senior Vice President - Leasing in August 2004. Previously, she held the positions of Vice President - Leasing from May 2001 to August 2004, 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. Previously, she was a marketing coordinator for Nelson Ross Properties. Her major responsibilities include managing the leasing strategies for our operating properties, as well as expansions and new developments. She also oversees the leasing personnel and the merchandising and occupancy for Tanger properties. Ms. Morrison is a graduate of the University of Detroit and holds an MA degree from Michigan State University.

**Virginia R. Summerell.** Ms. Summerell was named Senior Vice President of Finance - Treasurer and Assistant Secretary of the Company in May 2011. Since joining the Company in August 1992, she has held various positions including Vice President, Treasurer, Assistant Secretary and Director of Finance. Her major responsibilities include oversight of corporate and project finance transactions, developing and maintaining banking relationships, management of treasury systems and the supervision of the Company's Credit Department and Investor Relations Department. Prior to joining the Company, she served as a Vice President and in other capacities at Bank of America and its predecessors in Real Estate and Corporate Lending for nine years. Ms. Summerell is a graduate of Davidson College and holds an MBA from Wake Forest University Babcock School of Business.

**James F. Williams.** Mr. Williams was named Senior Vice President - Chief Accounting Officer in March 2013. Mr. Williams joined the Company in September 1993, was named Controller in January 1995 and was also named Assistant Vice President in January 1997, Vice President in April 2004, and Senior Vice President in February 2006. Prior to joining the Company, Mr. Williams was the Financial Reporting Manager of Guilford Mills, Inc. from April 1991 to September 1993 and was employed by Arthur Andersen LLP from 1987 to 1991. His major responsibilities include oversight and supervision of the Company's accounting and financial reporting functions. Mr. Williams is a graduate of the University of North Carolina at Chapel Hill and is a certified public accountant.

**Charles A. Worsham.** Mr. Worsham was named Senior Vice President - Construction and Development in May 2014 and previously held the position of Vice President - Development since April 2011. Prior to joining the Company, Mr. Worsham was employed by DDR, Corp. for 8 years where he served as Vice President of Development from 2006 to 2010 and Development Director from 2003 to 2006 with a focus on executing the redevelopment and expansion program. From 1999 to 2003, Mr. Worsham served as Real Estate and Development Manager for Intown Suites where he managed the development of hotel properties in various geographic regions. His major responsibilities include implementing the Company's real estate development program and oversight of construction personnel. Mr. Worsham is a graduate of Tennessee Technological University and holds an MBA degree in Real Estate from Georgia State University.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### Tanger Factory Outlet Centers, Inc. Market Information

The common shares commenced trading on the New York Stock Exchange on May 28, 1993. 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:

| 2015           | High     | Low      | Common Dividends Paid | Special Dividends     |
|----------------|----------|----------|-----------------------|-----------------------|
| First Quarter  | \$ 40.80 | \$ 33.79 | \$ 0.2400             | \$ —                  |
| Second Quarter | 36.26    | 31.65    | 0.2850                | —                     |
| Third Quarter  | 33.93    | 30.30    | 0.2850                | —                     |
| Fourth Quarter | 36.10    | 31.55    | 0.2850                | 0.2100 <sup>(1)</sup> |
| Year 2015      | \$ 40.80 | \$ 30.30 | \$ 1.0950             | \$ 0.2100             |

| 2014           | High     | Low      | Common Dividends Paid | Special Dividends |
|----------------|----------|----------|-----------------------|-------------------|
| First Quarter  | \$ 35.38 | \$ 31.86 | \$ 0.2250             | \$ —              |
| Second Quarter | 36.77    | 34.73    | 0.2400                | —                 |
| Third Quarter  | 35.94    | 32.39    | 0.2400                | —                 |
| Fourth Quarter | 37.96    | 32.53    | 0.2400                | —                 |
| Year 2014      | \$ 37.96 | \$ 31.86 | \$ 0.9450             | \$ —              |

(1) Paid on January 15, 2016 to holders of record on December 31, 2015.

#### Holders

As of February 1, 2015, there were approximately 429 common shareholders of record.

#### Share Repurchases

For certain restricted common shares that vested during December 2015 and 2014, we withheld shares with value equivalent to the employees' minimum statutory obligation for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. The total number of shares withheld were 31,863 and 412,239 for 2015 and 2014, respectively, and were based on the value of the restricted common shares on the vesting date as determined by our closing share price on the day prior to the vesting date.

#### Dividends

The Company operates in a manner intended to enable it to qualify as a REIT under the Internal Revenue Code, or the Code. A REIT is required to distribute at least 90% of its taxable income to its shareholders each year. We intend to continue to qualify as a REIT and to distribute substantially all of our taxable income to our shareholders through the payment of regular quarterly dividends. Certain of our debt agreements limit the payment of dividends such that dividends shall not exceed funds from operations ("FFO"), as defined in the agreements, for the prior fiscal year on an annual basis or 95% of FFO on a cumulative basis. On January 15, 2016, we paid a special dividend to our common shareholders of record on December 31, 2015 in order to ensure we distributed substantially all of our 2015 taxable income to our shareholders.

## Securities Authorized for Issuance under Equity Compensation Plans

The information required by this Item is set forth in Part III Item 12 of this document.

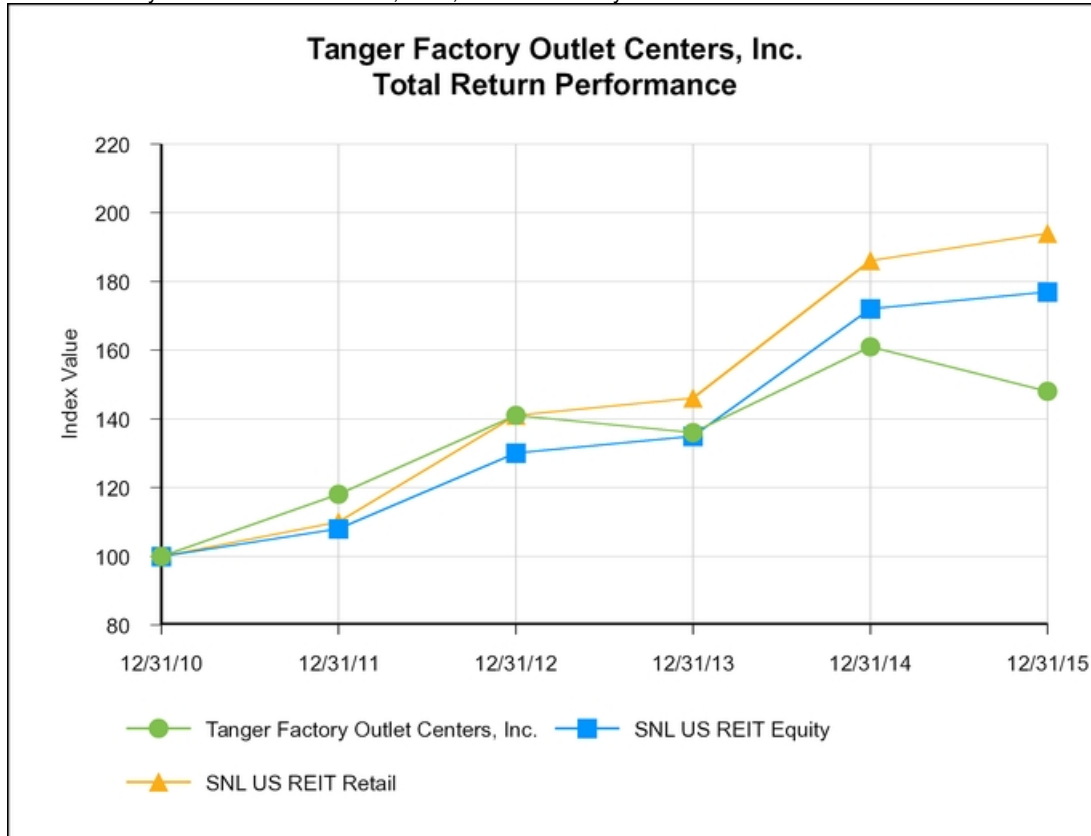
## Performance Graph

*The following Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933, as amended, or the Securities Act, or the Securities Exchange Act of 1934, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference into such filing.*

The following share price performance chart compares our performance to the index of US equity REITs and US retail REITs, both prepared by SNL Financial.

Equity REITs are defined as those that derive more than 75% of their income from equity investments in real estate assets. The SNL equity index includes all publicly traded retail REITs (including malls, shopping centers and other retail REITs) listed on the New York Stock Exchange, NYSE MKT (formerly known as the American Stock Exchange), NASDAQ National Market System or the OTC Market Group.

All share price performance assumes an initial investment of \$100 at the beginning of the period and assumes the reinvestment of dividends. Share price performance, presented for the five years ended December 31, 2015, is not necessarily indicative of future results.



| <i>Index</i>                        | <i>12/31/2010</i> | <i>12/31/2011</i> | <i>12/31/2012</i> | <i>Period Ended<br/>12/31/2013</i> | <i>12/31/2014</i> | <i>12/31/2015</i> |
|-------------------------------------|-------------------|-------------------|-------------------|------------------------------------|-------------------|-------------------|
| Tanger Factory Outlet Centers, Inc. | 100.00            | 117.96            | 141.31            | 135.64                             | 160.85            | 147.74            |
| SNL US REIT Equity                  | 100.00            | 108.33            | 130.25            | 135.11                             | 172.25            | 177.01            |
| SNL US REIT Retail                  | 100.00            | 110.21            | 141.43            | 145.89                             | 186.47            | 194.13            |

#### **Tanger Properties Limited Partnership Market Information**

There is no established public trading market for the Operating Partnership's common units. As of December 31, 2015, the Company's wholly-owned subsidiaries, Tanger GP Trust and Tanger LP Trust, owned 95,880,825 units of the Operating Partnership and the Non-Company LPs owned 5,052,743 units. We made distributions per common unit during 2015 and 2014 as follows:

|   | 2015     | 2014     |
|---|----------|----------|
| First Quarter                             | \$ 0.240 | \$ 0.225 |
| Second Quarter                            | 0.285    | 0.240    |
| Third Quarter                             | 0.285    | 0.240    |
| Fourth Quarter                            | 0.285    | 0.240    |
| Dividends per unit                        | \$ 1.095 | \$ 0.945 |
| Special dividends per unit <sup>(1)</sup> | 0.210    | —        |
| Total dividends per unit                  | \$ 1.305 | \$ 0.945 |

(1) Paid on January 15, 2016 to holders of record on December 31, 2015.



**ITEM 6. SELECTED FINANCIAL DATA (TANGER FACTORY OUTLET CENTERS, INC.)**

The following data should be read in conjunction with our consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere in this Form 10-K:

|  | 2015   | 2014         | 2013         | 2012         | 2011         |
|--|--|--------------|--------------|--------------|--------------|
| (in thousands, except per share and outlet center data)          |  |              |              |              |              |
| <b>OPERATING DATA</b>  |  |              |              |              |              |
| Total revenues   | \$ 439,369   | \$ 418,558   | \$ 384,819   | \$ 357,002   | \$ 315,203   |
| Operating income   | 144,461  | 131,863      | 127,705      | 109,590      | 97,915       |
| Net income <sup>(1)(2)(3)</sup>                                  | 222,168  | 78,152       | 113,321      | 56,476       | 50,989       |
| Net income available to common shareholders <sup>(1)(2)(3)</sup> | 208,792  | 72,139       | 106,431      | 52,444       | 43,957       |
| <b>SHARE DATA</b>  |  |              |              |              |              |
| Basic:   |  |              |              |              |              |
| Net income available to common shareholders <sup>(1)(2)(3)</sup> | \$ 2.20  | \$ 0.77      | \$ 1.14      | \$ 0.57      | \$ 0.53      |
| Weighted average common shares                                   | 94,698   | 93,769       | 93,311       | 91,733       | 83,000       |
| Diluted:   |  |              |              |              |              |
| Net income available to common shareholders <sup>(1)(2)(3)</sup> | \$ 2.20  | \$ 0.77      | \$ 1.13      | \$ 0.57      | \$ 0.52      |
| Weighted average common shares                                   | 94,759   | 93,839       | 94,247       | 92,661       | 84,129       |
| Common dividends <sup>(4)</sup>                                  | \$ 1.3050  | \$ 0.9450    | \$ 0.8850    | \$ 0.8300    | \$ 0.7938    |
| <b>BALANCE SHEET DATA</b>  |  |              |              |              |              |
| Real estate assets, before depreciation                          | \$ 2,513,217   | \$ 2,263,603 | \$ 2,249,819 | \$ 1,947,352 | \$ 1,916,045 |
| Total assets   | 2,326,707  | 2,097,660    | 2,006,456    | 1,678,800    | 1,633,273    |
| Debt   | 1,563,806  | 1,443,194    | 1,328,049    | 1,093,537    | 1,025,542    |
| Total equity   | 606,032  | 523,886      | 557,595      | 513,875      | 528,432      |
| <b>CASH FLOW DATA</b>  |  |              |              |              |              |
| Cash flows provided by (used in):                                |  |              |              |              |              |
| Operating activities   | \$ 220,755   | \$ 188,771   | \$ 187,486   | \$ 165,750   | \$ 135,994   |
| Investing activities   | (221,827)  | (188,588)    | (174,226)    | (147,909)    | (361,076)    |
| Financing activities   | 6,854  | 1,977        | (7,072)      | (15,415)     | 227,218      |
| <b>OTHER DATA</b>  |  |              |              |              |              |
| Square feet open:  |  |              |              |              |              |
| Consolidated   | 11,746   | 11,346       | 11,537       | 10,737       | 10,724       |
| Partially-owned (unconsolidated)                                 | 2,747  | 2,606        | 1,719        | 2,156        | 1,110        |
| Number of outlet centers:  |  |              |              |              |              |
| Consolidated   | 34   | 36           | 37           | 36           | 36           |
| Partially-owned (unconsolidated)                                 | 9  | 9            | 7            | 7            | 3            |
| (1)  | For the year ended December 31, 2015, income from continuing operations and net income include a gain of approximately \$120.4 million on the sale of our equity interest in the Wisconsin Dells joint venture and on the sale of our Kittery I & II, Tuscola, West Branch and Barstow outlet centers.       |              |              |              |              |
| (2)  | For the year ended December 31, 2014, income from continuing operations and net income include a \$7.5 million gain on the sale of our Lincoln City outlet center and a \$13.1 million loss on early extinguishment of debt related to the early redemption of senior notes due November 2015.               |              |              |              |              |
| (3)  | For the year ended December 31, 2013, income from continuing operations and net income include a \$26.0 million gain on our previously held interest in Deer Park upon the acquisition of an additional one-third interest in August 2013, and the consolidation of Deer Park into our financial statements. |              |              |              |              |
| (4)  | For the year ended December 31, 2015, common dividends include a special dividend paid on January 15, 2016 to holders of record on December 31, 2015.  |              |              |              |              |

**ITEM 6. SELECTED FINANCIAL DATA (TANGER PROPERTIES LIMITED PARTNERSHIP)**

The following data should be read in conjunction with our consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included elsewhere in this Form 10-K:

|   | 2015         | 2014         | 2013         | 2012         | 2011         |
|---|--------------|--------------|--------------|--------------|--------------|
| (in thousands, except per unit and outlet center data)          |              |              |              |              |              |
| <b>OPERATING DATA</b>   |              |              |              |              |              |
| Total revenues  | \$ 439,369   | \$ 418,558   | \$ 384,819   | \$ 357,002   | \$ 315,203   |
| Operating income  | 144,461      | 131,863      | 127,705      | 109,590      | 97,915       |
| Net income <sup>(1)(2)(3)</sup>                                 | 222,168      | 78,152       | 113,321      | 56,476       | 50,989       |
| Net income available to common unitholders <sup>(1)(2)(3)</sup> | 220,118      | 76,175       | 112,071      | 55,711       | 50,313       |
| <b>UNIT DATA</b>  |              |              |              |              |              |
| Basic:  |              |              |              |              |              |
| Net income available to common unitholders <sup>(1)(2)(3)</sup> | \$ 2.21      | \$ 0.77      | \$ 1.14      | \$ 0.57      | \$ 0.53      |
| Weighted average common units                                   | 99,777       | 98,883       | 98,193       | 97,677       | 94,892       |
| Diluted:  |              |              |              |              |              |
| Net income available to common unitholders <sup>(1)(2)(3)</sup> | \$ 2.20      | \$ 0.77      | \$ 1.13      | \$ 0.57      | \$ 0.52      |
| Weighted average common units                                   | 99,838       | 98,953       | 99,129       | 98,605       | 96,021       |
| Common distributions <sup>(4)</sup>                             | \$ 1.3050    | \$ 0.9450    | \$ 0.8850    | \$ 0.8300    | \$ 0.7938    |
| <b>BALANCE SHEET DATA</b>                                       |              |              |              |              |              |
| Real estate assets, before depreciation                         | \$ 2,513,217 | \$ 2,263,603 | \$ 2,249,819 | \$ 1,947,352 | \$ 1,916,045 |
| Total assets  | 2,326,036    | 2,096,085    | 2,005,950    | 1,678,326    | 1,632,921    |
| Debt  | 1,563,806    | 1,443,194    | 1,328,049    | 1,093,537    | 1,025,542    |
| Total equity  | 606,032      | 523,886      | 557,595      | 513,875      | 528,432      |
| <b>CASH FLOW DATA</b>   |              |              |              |              |              |
| Cash flows provided by (used in):                               |              |              |              |              |              |
| Operating activities  | \$ 221,818   | \$ 187,959   | \$ 187,269   | \$ 165,738   | \$ 136,053   |
| Investing activities  | (221,827)    | (188,588)    | (174,226)    | (147,909)    | (361,076)    |
| Financing activities  | 6,854        | 1,977        | (7,072)      | (15,415)     | 227,218      |
| <b>OTHER DATA</b>   |              |              |              |              |              |
| Consolidated  | 11,746       | 11,346       | 11,537       | 10,737       | 10,724       |
| Partially-owned (unconsolidated)                                | 2,747        | 2,606        | 1,719        | 2,156        | 1,110        |
| Number of outlet centers:                                       |              |              |              |              |              |
| Consolidated  | 34           | 36           | 37           | 36           | 36           |
| Partially-owned (unconsolidated)                                | 9            | 9            | 7            | 7            | 3            |

- (1) For the year ended December 31, 2015, income from continuing operations and net income include a gain of approximately \$120.4 million on the sale of our equity interest in the Wisconsin Dells joint venture and on the sale of our Kittery I & II, Tuscola, West Branch and Barstow outlet centers.
- (2) For the year ended December 31, 2014, income from continuing operations and net income include a \$7.5 million gain on the sale of our Lincoln City outlet center and a \$13.1 million loss on early extinguishment of debt related to the early redemption of senior notes due November 2015.
- (3) For the year ended December 31, 2013, income from continuing operations and net income include a \$26.0 million gain on our previously held interest in Deer Park upon the acquisition of an additional one-third interest in August 2013, and the consolidation of Deer Park into our financial statements.
- (4) For the year ended December 31, 2015, common distributions include a special dividend paid on January 15, 2016 to holders of record on December 31, 2015.

**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

**Cautionary Statements**

Certain statements made in Item 1 - Business and this Management's Discussion and Analysis of Financial Condition and Results of Operations below are forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. 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, beliefs 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. Important factors which may cause actual results to differ materially from current expectations include, but are not limited to, those set forth under Item 1A - Risk Factors.

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.

## General Overview

As of December 31, 2015, we had 34 consolidated outlet centers in 21 states totaling 11.7 million square feet. We also had 9 unconsolidated outlet centers in 7 states or provinces totaling 2.7 million square feet. The table below details our acquisitions, new developments, expansions and dispositions of consolidated and unconsolidated outlet centers that significantly impacted our results of operations and liquidity from January 1, 2013 to December 31, 2015:

| Outlet Center                  | Quarter<br>Acquired/Open/Disposed/Demolished | Consolidated Outlet<br>Center Square Feet<br>(in thousands) | Unconsolidated Joint<br>Venture Outlet Center<br>Square Feet (in<br>thousands) | Number of<br>Consolidated Outlet<br>Centers | Number of<br>Unconsolidated<br>Outlet Centers |
|--------------------------------|--|---|--|---|---|
| <b>As of January 1, 2013</b>   |  | 10,737  | 2,156  | 36  | 7   |
| New Developments:              |  |   |  |   |   |
| National Harbor                | Fourth Quarter                               | —   | 336  | —   | 1   |
| Expansion:                     |  |   |  |   |   |
| Gonzales                       | First and Second Quarter                     | 40  | —  | —   | —   |
| Sevierville                    | Third Quarter                                | 19  | —  | —   | —   |
| Acquisition/(Disposition):     |  |   |  |   |   |
| Deer Park                      | Third Quarter                                | 742   | (742)  | 1   | (1)   |
| Deer Park Warehouse            |  |   | (29)   |   |   |
| Other                          |  | (1)   | (2)  | —   | —   |
| <b>As of December 31, 2013</b> |  | 11,537  | 1,719  | 37  | 7   |
| New Developments:              |  |   |  |   |   |
| Charlotte                      | Third Quarter                                | —   | 398  | —   | 1   |
| Ottawa                         | Fourth Quarter                               | —   | 288  | —   | 1   |
| Expansion:                     |  |   |  |   |   |
| Charleston                     | Second Quarter                               | 17  | —  | —   | —   |
| Cookstown                      | Fourth Quarter                               | —   | 149  | —   | —   |
| Branson                        | Fourth Quarter                               | 27  | —  | —   | —   |
| Westgate                       | Fourth Quarter                               | —   | 50   | —   | —   |
| Park City                      | Fourth Quarter                               | 21  | —  | —   | —   |
| Sevierville                    | Fourth Quarter                               | 10  | —  | —   | —   |
| Disposition:                   |  |   |  |   |   |
| Lincoln City                   | Fourth Quarter                               | (270)   | —  | (1)   | —   |
| Other                          |  | 4   | 2  | —   | —   |
| <b>As of December 31, 2014</b> |  | 11,346  | 2,606  | 36  | 9   |
| New Developments:              |  |   |  |   |   |
| Foxwoods                       | Second Quarter                               | 312   | —  | 1   | —   |
| Savannah                       | Second Quarter                               | —   | 377  | —   | 1   |
| Grand Rapids                   | Third Quarter                                | 352   | —  | 1   | —   |
| Southaven                      | Fourth Quarter                               | 320   | —  | 1   | —   |
| Expansion:                     |  |   |  |   |   |
| Westgate                       | First Quarter                                | —   | 28   | —   | —   |
| San Marcos                     | Fourth Quarter                               | 24  | —  | —   | —   |
| Disposition:                   |  |   |  |   |   |
| Wisconsin Dells                | First Quarter                                | —   | (265)  | —   | (1)   |
| Kittery I                      | Third Quarter                                | (52)  | —  | (1)   | —   |
| Kittery II                     | Third Quarter                                | (25)  | —  | (1)   | —   |
| Tuscola                        | Third Quarter                                | (250)   | —  | (1)   | —   |
| West Branch                    | Third Quarter                                | (113)   | —  | (1)   | —   |
| Barstow                        | Fourth Quarter                               | (171)   | —  | (1)   | —   |
| Other                          |  | 3   | 1  | —   | —   |
| <b>As of December 31, 2015</b> |  | 11,746  | 2,747  | 34  | 9   |

- (1) On August 30, 2013, we acquired an additional one-third interest in Deer Park, bringing our total ownership to a two-thirds interest, for total consideration of approximately \$27.9 million. As a result of acquiring a controlling ownership interest, Deer Park has been consolidated in our balance sheet and statements of operations since the acquisition date. The fair value of the net assets acquired, on a consolidated basis, totaled \$83.8 million, consisting of \$319.4 million in rental property and lease related intangibles, \$2.3 million in other identifiable assets and liabilities, and \$237.9 million in debt. Previously Deer Park was reported within our unconsolidated portfolio of properties.

### Leasing Activity

The following table provides information for our consolidated outlet centers regarding space re-leased or renewed during the years ended December 31, 2015 and 2014, respectively:

| 2015 <sup>(1)</sup> |             |                        |  |                                |                                 |   |
|---------------------|-------------|------------------------|--|--------------------------------|---------------------------------|---|
|                     | # of Leases | Square Feet (in 000's) | Average Annual Straight-line Base Rent (psf) | Average Tenant Allowance (psf) | Average Initial Term (in years) | Net Average Annual Straight-line Base Rent (psf) <sup>(3)</sup> |
| Re-tenant           | 119         | 444                    | \$ 31.48                                     | \$ 28.82                       | 9.22                            | \$ 28.35  |
| Renewal             | 278         | 1,282                  | 26.06  | 0.11                           | 5.04                            | 26.04   |

| 2014 <sup>(2)</sup> |             |                        |  |                                |                                 |   |
|---------------------|-------------|------------------------|--|--------------------------------|---------------------------------|---|
|                     | # of Leases | Square Feet (in 000's) | Average Annual Straight-line Base Rent (psf) | Average Tenant Allowance (psf) | Average Initial Term (in years) | Net Average Annual Straight-line Base Rent (psf) <sup>(3)</sup> |
| Re-tenant           | 134         | 470                    | \$ 32.93                                     | \$ 39.39                       | 9.02                            | \$ 28.56  |
| Renewal             | 275         | 1,241                  | 23.38  | 0.21                           | 4.47                            | 23.33   |

(1) Excludes Kittery I & II, Tuscola, West Branch and Barstow outlet centers which were sold in 2015.

(2) Excludes Lincoln City outlet center which was sold in 2014.

(3) Net average straight-line base rent is calculated by dividing the average tenant allowance costs per square foot by the average initial term and subtracting this calculated number from the average straight-line base rent per year amount. The average annual straight-line base rent disclosed in the table above includes all concessions, abatements and reimbursements of rent to tenants. The average tenant allowance disclosed in the table above includes landlord costs.

### Results of Operations

#### 2015 Compared to 2014

##### Net Income

Net income increased \$144.0 million in the 2015 period to \$222.2 million as compared to \$78.2 million for the 2014 period. The majority of this increase was due to gains from the sale of our equity interest in the Wisconsin Dells joint venture, and the sales of our Kittery I & II, Tuscola, West Branch and Barstow outlet centers, which resulted in gains totaling approximately \$120.4 million. In addition, net income increased in the 2015 period primarily due to:

- incremental operating income from the opening of three new consolidated centers in 2015 and four small expansions of our consolidated properties completed since January 2014,
- the overall growth in the operating income of our existing properties,
- an increase in equity in earnings of unconsolidated joint ventures due to three new properties and two significant expansions completed within our unconsolidated joint ventures since January 2014, and
- lower interest expense incurred in the 2015 period compared to the 2014 period as a result of debt refinancings completed in 2014.

Offsetting some of the increases to net income include:

- lower operating income in 2015 due to the sale of our Lincoln City outlet center in December 2014 as well as the sales of the other outlet centers listed above in 2015, and,
- lower earnings as a result of the sale of our equity interest in the Wisconsin Dells joint venture.

In the tables below, information set forth for new developments includes our Foxwoods, Grand Rapids, and Southaven outlet centers, which opened in May 2015, July 2015, and November 2015, respectively. Properties disposed includes the Lincoln City outlet center that was sold in December 2014, the Kittery I & II, Tuscola, and West Branch outlet centers sold in September 2015 and the Barstow outlet center sold in October 2015.

#### Base Rentals

Base rentals increased \$15.2 million, or 6%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of base rentals (in thousands):

|  | 2015              | 2014              | Increase/<br>(Decrease) |
|--|-------------------|-------------------|-------------------------|
| Base rentals from existing properties                        | \$ 266,317        | \$ 259,672        | \$ 6,645                |
| Base rentals from new developments                           | 11,656            | —                 | 11,656                  |
| Base rentals from properties disposed                        | 9,145             | 16,253            | (7,108)                 |
| Termination fees   | 4,576             | 1,310             | 3,266                   |
| Amortization of above and below market rent adjustments, net | (2,006)           | (2,755)           | 749                     |
|  | <u>\$ 289,688</u> | <u>\$ 274,480</u> | <u>\$ 15,208</u>        |

Base rental income generated from existing properties in our portfolio increased due to increases in rental rates on lease renewals, incremental rents from re-tenanting vacant spaces, and incremental income from the expansion of our Sevierville, Branson, Park City and San Marcos outlet centers.

Termination fees, which are generally based on the lease term remaining at the time of termination, increased in the 2015 period compared to the 2014 period as a result of certain brand-wide store closures throughout our portfolio. The 2014 period did not have any significant tenant closures.

At December 31, 2015, the combined net value representing the amount of unamortized above market lease assets and below market lease liability values, recorded as a part of the purchase price of acquired properties, was a net above market lease asset totaling approximately \$5.9 million. If a tenant terminates its lease prior to the contractual termination of the lease and no rental payments are being made on the lease, any unamortized balance of the related above or below market lease value would be written off and could materially impact our net income positively or negatively.

#### Percentage Rentals

Percentage rentals decreased \$150,000, or 1%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of base rentals (in thousands):

|   | 2015             | 2014             | Increase/<br>(Decrease) |
|---|------------------|------------------|-------------------------|
| Percentage rentals from existing properties | \$ 9,111         | \$ 8,679         | \$ 432                  |
| Percentage rentals from new developments    | 45               | —                | 45                      |
| Percentage rentals from properties disposed | 1,001            | 1,628            | (627)                   |
|   | <u>\$ 10,157</u> | <u>\$ 10,307</u> | <u>\$ (150)</u>         |

Percentage rentals represents revenues based on a percentage of tenants' sales volume above their contractual breakpoints. The increase in percentage rentals from existing properties is due to higher sales volume for certain existing tenants and also due to certain new tenants added to the existing properties whose sales exceeded their contractual break point. Reported tenant comparable sales for our consolidated properties for the year ended December 31, 2015 of \$395 per square foot were flat compared to the year ended December 31, 2014. Reported tenant comparable sales is defined as the weighted average sales per square foot reported in space open for the full duration of each comparison period.

#### Expense Reimbursements

Expense reimbursements increased \$3.9 million, or 3%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of expense reimbursements (in thousands):

|   | 2015              | 2014              | Increase/<br>(Decrease) |
|---|-------------------|-------------------|-------------------------|
| Expense reimbursements from existing properties | \$ 118,434        | \$ 114,988        | \$ 3,446                |
| Expense reimbursements from new developments    | 4,005             | —                 | 4,005                   |
| Expense reimbursements from properties disposed | 4,029             | 7,544             | (3,515)                 |
|   | <u>\$ 126,468</u> | <u>\$ 122,532</u> | <u>\$ 3,936</u>         |

Expense reimbursements, which represent the contractual recovery from tenants of certain common area maintenance, insurance, property tax, promotional, advertising and management expenses, generally fluctuate consistently with the reimbursable property operating expenses to which they relate. See "Property Operating Expenses" below for a discussion of the increase in property operating expenses.

Most, but not all, leases contain provisions requiring tenants to pay a share of our operating expenses as additional rent. However, substantially all of the leases for our new Foxwoods outlet center, which opened in May 2015, require tenants to pay a single minimum contractual gross rent and, in certain cases, percentage rent; thus, all minimum rents received for the Foxwoods outlet center are recorded as base rent and none are recorded to expense reimbursements.

#### Management, Leasing and Other Services

Management, leasing and other services increased \$1.8 million, or 51%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of management, leasing and other services (in thousands):

|                          | 2015            | 2014            | Increase/<br>(Decrease) |
|--------------------------|-----------------|-----------------|-------------------------|
| Development and leasing  | \$ 1,827        | \$ 725          | \$ 1,102                |
| Loan guarantee           | 746             | 463             | 283                     |
| Management and marketing | 2,853           | 2,403           | 450                     |
|                          | <u>\$ 5,426</u> | <u>\$ 3,591</u> | <u>\$ 1,835</u>         |

The increase in fees recognized was due to the increase in the number of unconsolidated joint ventures for which we provide services in the 2015 period compared to the 2014 period. The majority of the increases was due to fees from the Savannah outlet center which opened in April 2015.

#### Other Income

Other income decreased \$18,000, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of other income (in thousands):

|                                       | 2015            | 2014            | Increase/<br>(Decrease) |
|---------------------------------------|-----------------|-----------------|-------------------------|
| Other income from existing properties | \$ 6,917        | \$ 7,202        | \$ (285)                |
| Other income from new developments    | 457             | —               | 457                     |
| Other income from properties disposed | 256             | 446             | (190)                   |
|                                       | <u>\$ 7,630</u> | <u>\$ 7,648</u> | <u>\$ (18)</u>          |

#### Property Operating Expenses

Property operating expenses increased \$9.1 million, or 7%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of property operating expenses (in thousands):

|  | 2015              | 2014              | Increase/<br>(Decrease) |
|--|-------------------|-------------------|-------------------------|
| Property operating expenses from existing properties | \$ 132,439        | \$ 127,952        | \$ 4,487                |
| Property operating expenses from new developments    | 9,242             | —                 | 9,242                   |
| Property operating expenses from properties disposed | 4,822             | 9,470             | (4,648)                 |
|  | <u>\$ 146,503</u> | <u>\$ 137,422</u> | <u>\$ 9,081</u>         |

Property operating expenses from existing properties increased due to higher snow removal costs and increased mall office operating costs, maintenance costs, and increased real estate taxes.

#### General and Administrative Expenses

General and administrative expenses in the 2015 period was flat when compared to the 2014 period. Increases in general and administrative expenses, including annual wage increases, the addition of new employees subsequent to January 1, 2014 and higher share-based compensation expense related to equity awards granted during 2015, were essentially offset by the reversal of \$731,000 of share-based compensation expense related to the October 2015 announcement of the retirement of our Chief Financial Officer effective in 2016 and decreases in payroll taxes as the 2014 period included taxes for the significant amount of notional units that vested in December 2014.

#### Abandoned Pre-Development Costs

During the 2014 period, we decided to abandon two pre-development projects and as a result, we recorded a \$2.4 million charge, representing the cumulative related costs.

#### Depreciation and Amortization

Depreciation and amortization increased \$1.5 million, or 1%, in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of depreciation and amortization (in thousands):

|   | 2015              | 2014              | Increase/<br>(Decrease) |
|---|-------------------|-------------------|-------------------------|
| Depreciation and amortization expenses from existing properties | \$ 95,982         | \$ 97,949         | \$ (1,967)              |
| Depreciation and amortization expenses from new developments    | 5,902             | —                 | 5,902                   |
| Depreciation and amortization from properties disposed          | 2,052             | 4,483             | (2,431)                 |
|   | <u>\$ 103,936</u> | <u>\$ 102,432</u> | <u>\$ 1,504</u>         |

Depreciation and amortization costs decreased at existing properties as certain construction and development related assets, as well as lease related intangibles recorded as part of the acquisition price of acquired properties, which are amortized over shorter lives, became fully depreciated during the reporting periods.

#### Interest Expense

Interest expense decreased \$3.7 million, or 6%, in the 2015 period compared to the 2014 period, due to the issuance of \$250 million senior notes in November 2014 which bear an interest rate of 3.75%. The net proceeds were used in December 2014 to redeem our \$250 million, 6.15% senior notes which had an original maturity of November 2015.

#### Loss on Early Extinguishment of Debt

In November 2014, we completed a \$250 million, 3.75% senior notes offering. The net proceeds were used to redeem our \$250 million, 6.15% senior notes originally due November 2015. We recorded a charge of approximately \$13.1 million for the make-whole premium related to the early redemption, which was completed in December 2014.



#### Gain on Sale of Assets and Interests in Unconsolidated Entities

In February 2015, we sold our equity interest in the joint venture that owned the Wisconsin Dells outlet center for approximately \$15.6 million, representing our share of the sales price totaling \$27.7 million less our share of the outstanding debt, which totaled \$12.1 million. As a result of this transaction, we recorded a gain of approximately \$13.7 million in the first quarter of 2015, which represents the difference between the carrying value of our equity method investment and the net proceeds received.

In September 2015, we sold our Kittery I & II, Tuscola, and West Branch outlet centers for approximately \$43.3 million, which resulted in a gain of \$20.2 million and in October 2015, we sold our Barstow outlet center for approximately \$105.8 million, which resulted in a gain of \$86.5 million.

#### Equity in Earnings of Unconsolidated Joint Ventures

Equity in earnings of unconsolidated joint ventures increased approximately \$2.4 million or 27% in the 2015 period compared to the 2014 period. The following table sets forth the changes in various components of equity in earnings of unconsolidated joint ventures (in thousands):

|   | 2015             | 2014            | Increase/<br>(Decrease) |
|---|------------------|-----------------|-------------------------|
| Equity in earnings from existing properties | \$ 6,618         | \$ 6,001        | \$ 617                  |
| Equity in earnings from new developments    | 4,708            | 1,621           | \$ 3,087                |
| Equity in earnings from property disposed   | 158              | 1,431           | (1,273)                 |
|   | <u>\$ 11,484</u> | <u>\$ 9,053</u> | <u>\$ 2,431</u>         |

The increase in equity in earnings of unconsolidated joint ventures from new developments is due to the incremental earnings from the Charlotte outlet center, which opened during the third quarter of 2014; the Ottawa outlet center, which opened during the fourth quarter of 2014; and the Savannah outlet center, which opened in April 2015. The equity in earnings from properties disposed are related to our equity interest in the Wisconsin Dells joint venture, which we sold in February 2015.

#### **2014 Compared to 2013**

##### Net Income

Net income decreased approximately \$35.2 million in the 2014 period to \$78.2 million compared to \$113.3 million for the 2013 period. The decrease in net income was due in part to the loss from the early redemption of our \$250 million, 6.15% senior notes. In November 2014, we completed a \$250 million, 3.75% senior notes offering. The net proceeds were used to redeem our \$250 million, 6.15% senior notes due November 2015. We recorded a charge of approximately \$13.1 million for the early extinguishment of debt. This charge was partially offset by the gain on the sale of our outlet center in Lincoln City. The net proceeds received from the sale of the property were approximately \$39.0 million. We recorded a gain on sale of real estate of approximately \$7.5 million.

The decrease in net income was also due to a \$26.0 million gain on a previously held interest in an acquired joint venture, which owned the property in Deer Park, recorded in the third quarter of fiscal 2013, as well as \$7.8 million recorded as our equity earnings of unconsolidated joint ventures related to certain transactions that occurred at Deer Park just prior to the acquisition. Previously we owned a one-third interest in the Deer Park, property which was accounted for using the equity method of accounting. The acquisition of our controlling interest on August 30, 2013 required us to consolidate the property for financial reporting purposes. As a result, our consolidated statements of operations reflect all of the revenues and expenses of Deer Park since the acquisition date including the significant depreciation and amortization associated with the property, the net effect of which was a reduction in net income.

**Base Rentals**

Base rentals increased \$21.1 million, or 8%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of base rentals (in thousands):

|   | 2014              | 2013              | Increase/<br>(Decrease) |
|---|-------------------|-------------------|-------------------------|
| Base rentals from existing properties                   | \$ 252,814        | \$ 245,985        | \$ 6,829                |
| Base rentals from 2013 acquisitions                     | 23,111            | 7,494             | 15,617                  |
| Termination fees  | 1,310             | 609               | 701                     |
| Amortization of net above and below market lease values | (2,755)           | (686)             | (2,069)                 |
|   | <u>\$ 274,480</u> | <u>\$ 253,402</u> | <u>\$ 21,078</u>        |

Base rental income generated from existing properties in our portfolio increased due to increases in rental rates on lease renewals and incremental rents from re-tenanting vacant spaces, as well as incremental base rental income from the expansions at our Branson, Charleston, Park City and Sevierville outlet centers in 2014.

Termination fees, which are generally based on the lease term remaining at the time of termination, increased compared to the 2013 period as the average remaining term on leases terminating early in 2014 was longer than the average remaining term of the leases terminating early in 2013.

At December 31, 2014, the combined net amount of above market lease assets and below market lease liability values, recorded as a part of the purchase price of acquired properties, was a net above market lease asset totaling approximately \$7.9 million. If a tenant terminates its lease prior to the contractual termination of the lease and no rental payments are being made on the lease, any unamortized balance of the related above or below market lease value will be written off and could materially impact our net income positively or negatively. The change in the amortization of above and below market lease values was primarily attributable to the amortization of the above market lease values recorded from the 2013 acquisition of the Deer Park, New York property.

**Percentage Rentals**

Percentage rentals decreased \$944,000, or 8%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of base rentals (in thousands):

|   | 2014             | 2013             | Increase/(Decrease) |
|---|------------------|------------------|---------------------|
| Percentage rentals from existing properties | \$ 9,726         | \$ 11,147        | \$ (1,421)          |
| Percentage rentals from 2013 acquisition    | 581              | 104              | 477                 |
|   | <u>\$ 10,307</u> | <u>\$ 11,251</u> | <u>\$ (944)</u>     |

Percentage rentals represents revenues based on a percentage of tenants' sales volume above their contractual breakpoints. The decrease in percentage rentals is primarily a function of tenants renewing leases with higher base rental rates, and accordingly, higher contractual breakpoints. Reported tenant comparable sales for our consolidated properties for the year ended December 31, 2014 increased approximately 2% to \$393 per square foot. Reported tenant comparable sales is defined as the weighted average sales per square foot reported in space open for the full duration of each comparison period.

**Expense Reimbursements**

Expense reimbursements increased \$12.9 million, or 12%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of expense reimbursements (in thousands):

|   | 2014              | 2013              | Increase/<br>(Decrease) |
|---|-------------------|-------------------|-------------------------|
| Expense reimbursements from existing properties | \$ 111,513        | \$ 106,337        | \$ 5,176                |
| Expense reimbursements from 2013 acquisitions   | 11,019            | 3,317             | 7,702                   |
|   | <u>\$ 122,532</u> | <u>\$ 109,654</u> | <u>\$ 12,878</u>        |

Expense reimbursements, which represent the contractual recovery from tenants of certain common area maintenance, insurance, property tax, promotional, advertising and management expenses, generally fluctuate consistently with the reimbursable property operating expenses to which they relate. See "Property Operating Expenses" below for a discussion of the increase in operating expenses from our existing properties.

#### Management, Leasing and Other Services

Management, leasing and other services increased \$511,000, or 17%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of management, leasing and other services (in thousands):

|                          | 2014            | 2013            | Increase/<br>(Decrease) |
|--------------------------|-----------------|-----------------|-------------------------|
| Development and leasing  | \$ 725          | \$ 595          | \$ 130                  |
| Loan guarantee           | 463             | 161             | 302                     |
| Management and marketing | 2,403           | 2,324           | 79                      |
|                          | <u>\$ 3,591</u> | <u>\$ 3,080</u> | <u>\$ 511</u>           |

The increase in development, leasing, management and marketing fees recognized from unconsolidated joint ventures was due to incremental increases from our Ottawa and Charlotte outlet centers, which opened in 2014. The increase in loan guarantee fees was due to fees earned from our Westgate and Savannah joint ventures.

#### Other Income

Other income increased \$216,000, or 3%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of other income (in thousands):

|                                       | 2014            | 2013            | Increase/<br>(Decrease) |
|---------------------------------------|-----------------|-----------------|-------------------------|
| Other income from existing properties | \$ 7,056        | \$ 7,223        | \$ (167)                |
| Other income from 2013 acquisitions   | 592             | 209             | 383                     |
|                                       | <u>\$ 7,648</u> | <u>\$ 7,432</u> | <u>\$ 216</u>           |

#### Property Operating Expenses

Property operating expenses increased \$16.4 million, or 14%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of property operating expenses (in thousands):

|  | 2014              | 2013              | Increase/<br>(Decrease) |
|--|-------------------|-------------------|-------------------------|
| Property operating expenses from existing properties | \$ 120,987        | \$ 115,979        | \$ 5,008                |
| Property operating expenses from 2013 acquisitions   | 16,435            | 5,067             | 11,368                  |
|  | <u>\$ 137,422</u> | <u>\$ 121,046</u> | <u>\$ 16,376</u>        |

Property operating expenses increased at existing properties due to increases in mall office operating costs and real estate taxes, as well as significantly higher snow removal costs.

#### General and Administrative Expenses

General and administrative expenses increased \$5.4 million, or 14%, in the 2014 period compared to the 2013 period. This increase was mainly due to additional share-based compensation expense related to the 2014 issuance of restricted shares to directors and certain officers of the Company, the grant of performance shares under a new long term incentive plan and the grant of options to certain employees. Also, the 2014 period included higher payroll related expenses due to the addition of new employees during 2013 and 2014.

#### Acquisition Costs

The 2013 period included costs related to the acquisition of the additional ownership interest in the Deer Park property as well as costs from other potential acquisitions of operating properties that we chose not to pursue.

#### Abandoned Pre-Development Costs

During the 2014 period, we decided to abandon two pre-development projects and as a result, we recorded a \$2.4 million charge, representing the cumulative related costs.

#### Depreciation and Amortization

Depreciation and amortization increased \$6.7 million, or 7%, in the 2014 period compared to the 2013 period. The following table sets forth the changes in various components of depreciation and amortization (in thousands):

|  | 2014              | 2013             | Increase/<br>(Decrease) |
|--|-------------------|------------------|-------------------------|
| Depreciation and amortization from existing properties | \$ 87,071         | \$ 88,920        | \$ (1,849)              |
| Depreciation and amortization from 2013 acquisitions   | 15,361            | 6,826            | 8,535                   |
|  | <u>\$ 102,432</u> | <u>\$ 95,746</u> | <u>\$ 6,686</u>         |

Depreciation and amortization costs decreased at existing properties as certain construction and development related assets, as well as lease related intangibles recorded as part of the acquisition price of acquired properties, which are amortized over shorter lives, became fully depreciated during the reporting periods.

#### Interest Expense

Interest expense increased approximately \$6.3 million, or 12%, in the 2014 period compared to the 2013 period, primarily due to the acquisition of the additional ownership interest in Deer Park in August 2013. With the acquisition of the additional interest in Deer Park, we consolidated the property with all of the property's debt being reflected on our consolidated balance sheet and the associated interest expense being reflected in interest expense on our consolidated operating statements since the acquisition date. In addition, we issued \$250 million in aggregate principal amount of 3.875% senior, unsecured notes during the 4th quarter of 2013. The proceeds from these notes repaid amounts outstanding on our unsecured lines of credit which had an interest rate of approximately 1.2%.

#### Loss on Early Extinguishment of Debt

In November 2014, we completed a \$250 million, 3.75% senior notes offering. The net proceeds were used to redeem our \$250 million, 6.15% senior notes due November 2015. We recorded a charge of approximately \$13.1 million for the make-whole premium related to the early redemption, which was completed in December 2014.

#### Gain on Sale of Real Estate

In December 2014, we completed the sale of our outlet center in Lincoln City. The net proceeds received from the sale of the property were approximately \$39.0 million. We recorded a gain on sale of real estate of approximately \$7.5 million.

#### Gain on Previously Held Interest in Acquired Joint Venture

In August 2013, we acquired an additional one-third ownership interest in the Deer Park property, bringing our total ownership to a two-thirds interest. With the acquisition of a controlling interest, we have consolidated the property for financial reporting purposes since the acquisition date. Using the step acquisition approach, we recorded a gain of approximately \$26.0 million, representing the difference between the carrying value and the fair market value of our original equity interest. The carrying value of our original investment in the property had been reduced over time as a result of recognizing our share of the losses generated by the property under the equity method of accounting. The losses were generally the result of depreciation and amortization expense exceeding earnings before depreciation. In addition, a significant portion of our original investment was returned during the period in which we held the investment due to distributions made to the owners from (1) proceeds received when permanent financing was put in place, (2) proceeds received from the settlement of a lawsuit, and (3) cash on hand immediately prior to our acquisition. Accordingly, a substantial portion of the fair value of our equity interest was recognized as a gain due to the low cost basis of our equity investment balance in the property.

#### Other Nonoperating Income (Expense)

During the first quarter of 2014, we incurred property damage to our West Branch outlet center due to a severe snow storm. Our insurance policy provides us with reimbursement for the replacement cost for the damage done to this property. During fiscal 2014, we recorded a casualty gain of \$486,000 reflecting our expected total replacement insurance proceeds in excess of the total of the net book value written off and demolition costs incurred.

#### Equity in Earnings of Unconsolidated Joint Ventures

Equity in earnings of unconsolidated joint ventures decreased approximately \$2.0 million in the 2014 period compared to the 2013 period. The decrease is primarily due to transactions at the Deer Park property in 2013 prior to our acquisition of an additional one-third interest in the property and its subsequent consolidation for financial reporting purposes. As a part of the refinancing of the debt at Deer Park in August 2013, a gain on early extinguishment of debt of \$13.8 million was recorded. In addition a lawsuit was settled which resulted in income to Deer Park of approximately \$9.5 million after expenses. Our one-third share of these transactions, recorded through equity in earnings prior to the acquisition, was approximately \$7.8 million. This decrease is partially offset by the incremental equity in earnings from the National Harbor outlet center and Charlotte outlet center which opened during the fourth quarter of 2013 and the third quarter of 2014, respectively.

#### **Liquidity and Capital Resources of the Company**

In this "Liquidity and Capital Resources of the Company" section, the term, the Company, refers only to Tanger Factory Outlet Centers, Inc. on an unconsolidated basis, excluding the Operating Partnership.

The Company's business is operated primarily through the Operating Partnership. The Company issues public equity from time to time, but does not otherwise generate any capital itself or conduct any business itself, other than incurring certain expenses in operating as a public company, which are fully reimbursed by the Operating Partnership. The Company does not hold any indebtedness, and its only material asset is its ownership of partnership interests of the Operating Partnership. The Company's principal funding requirement is the payment of dividends on its common shares. The Company's principal source of funding for its dividend payments is distributions it receives from the Operating Partnership.

Through its ownership of the sole general partner of the Operating Partnership, the Company has the full, exclusive and complete responsibility for the Operating Partnership's day-to-day management and control. The Company causes the Operating Partnership to distribute all, or such portion as the Company may in its discretion determine, of its available cash in the manner provided in the Operating Partnership's partnership agreement. The Company receives proceeds from equity issuances from time to time, but is required by the Operating Partnership's partnership agreement to contribute the proceeds from its equity issuances to the Operating Partnership in exchange for partnership units of the Operating Partnership.

The Company is a well-known seasoned issuer with a shelf registration which expires in June 2018 that allows the Company to register unspecified, various classes of equity securities and the Operating Partnership to register unspecified, various classes of debt securities. As circumstances warrant, the Company may issue equity from time to time on an opportunistic basis, dependent upon market conditions and available pricing. The Operating Partnership may use the proceeds to repay debt, including borrowings under its lines of credit, develop new or existing properties, to make acquisitions of properties or portfolios of properties, to invest in existing or newly created joint ventures or for general corporate purposes.

The liquidity of the Company is dependent on the Operating Partnership's ability to make sufficient distributions to the Company. The Operating Partnership is a party to loan agreements with various bank lenders that require the Operating Partnership to comply with various financial and other covenants before it may make distributions to the Company. The Company also guarantees some of the Operating Partnership's debt. If the Operating Partnership fails to fulfill its debt requirements, which trigger the Company's guarantee obligations, then the Company may be required to fulfill its cash payment commitments under such guarantees. However, the Company's only material asset is its investment in the Operating Partnership.

The Company believes the Operating Partnership's sources of working capital, specifically its cash flow from operations, and borrowings available under its unsecured credit facilities, are adequate for it to make its distribution payments to the Company and, in turn, for the Company to make its dividend payments to its shareholders. However, there can be no assurance that the Operating Partnership's sources of capital will continue to be available at all or in amounts sufficient to meet its needs, including its ability to make distribution payments to the Company. The unavailability of capital could adversely affect the Operating Partnership's ability to pay its distributions to the Company, which will in turn, adversely affect the Company's ability to pay cash dividends to its shareholders.

For the Company to maintain its qualification as a real estate investment trust, it must pay dividends to its shareholders aggregating annually at least 90% of its taxable income. While historically the Company has satisfied this distribution requirement by making cash distributions to its shareholders, it may choose to satisfy this requirement by making distributions of cash or other property, including, in limited circumstances, the Company's own shares. Based on our 2015 taxable income to shareholders, we were required to distribute approximately \$101.7 million to our shareholders in order to maintain our REIT status as described above. We distributed approximately \$123.9 million, which includes a special dividend paid in January 2016, to shareholders which exceeded our required distributions.

As a result of this distribution requirement, the Operating Partnership cannot rely on retained earnings to fund its on-going operations to the same extent that other companies whose parent companies are not real estate investment trusts can. The Company may need to continue to raise capital in the equity markets to fund the Operating Partnership's working capital needs, as well as potential developments of new or existing properties, acquisitions or investments in existing or newly created joint ventures.

As the sole owner of the general partner with control of the Operating Partnership, the Company consolidates the Operating Partnership for financial reporting purposes. The Company does not have significant assets other than its investment in the Operating Partnership. Therefore, assets, liabilities, revenues and expenses of the Company and the Operating Partnership are the same on their respective financial statements, except for immaterial differences related to cash, other assets and accrued liabilities that arise from public company expenses paid by the Company. However, all debt is held directly or indirectly at the Operating Partnership level, and the Company has guaranteed some of the Operating Partnership's unsecured debt as discussed below. Because the Company consolidates the Operating Partnership, the section entitled "Liquidity and Capital Resources of the Operating Partnership" should be read in conjunction with this section to understand the liquidity and capital resources of the Company on a consolidated basis and how the Company is operated as a whole.

## **Liquidity and Capital Resources of the Operating Partnership**

### ***General Overview***

In this "Liquidity and Capital Resources of the Operating Partnership" section, the terms "we", "our" and "us" refer to the Operating Partnership or the Operating Partnership and the Company together, as the text requires.

Property rental income represents our primary source to pay property operating expenses, debt service, capital expenditures and distributions, excluding non-recurring capital expenditures and acquisitions. To the extent that our cash flow from operating activities is insufficient to cover such non-recurring capital expenditures and acquisitions, we finance such activities from borrowings under our unsecured lines of credit or from the proceeds from the Operating Partnership's debt offerings and the Company's equity offerings.

We believe we achieve a strong and flexible financial position by attempting to: (1) maintain a conservative leverage position relative to our portfolio when pursuing new development, expansion and acquisition opportunities, (2) extend and sequence debt maturities, (3) manage our interest rate risk through a proper mix of fixed and variable rate debt, (4) maintain access to liquidity by using our lines of credit in a conservative manner and (5) preserve internally generated sources of capital by strategically divesting of our non-core assets and maintaining a conservative distribution payout ratio. We manage our capital structure to reflect a long-term investment approach and utilize multiple sources of capital to meet our requirements.

## Statements of Cash Flows

The following table sets forth our changes in cash flows from 2015 and 2014 (in thousands):

|   | 2015       | 2014       | Change    |
|---|------------|------------|-----------|
| Net cash provided by operating activities                       | \$ 221,818 | \$ 187,959 | \$ 33,859 |
| Net cash used in investing activities                           | (221,827)  | (188,588)  | (33,239)  |
| Net cash provided by financing activities                       | 6,854      | 1,977      | 4,877     |
| Effect of foreign currency rate changes on cash and equivalents | (1,099)    | (526)      | (573)     |
| Net increase in cash and cash equivalents                       | \$ 5,746   | \$ 822     | \$ 4,924  |

### Operating Activities

In 2015, our cash provided from operating activities was positively impacted by a number of factors, including an increase in operating income throughout the consolidated portfolio from increases in base rental rates, operating income from our Foxwoods, Grand Rapids, and Memphis outlet centers which opened in May 2015, July 2015, and November 2015, respectively, four small expansions of our consolidated properties completed during 2014, and an increase in distributions received from unconsolidated joint ventures from the new centers and expansions completed in 2014.

### Investing Activities

The increase in net cash used in investing activities is primarily associated with the following:

- Cash used for additions to rental property increased due to the construction of our Foxwoods, Grand Rapids, and Memphis outlet centers which opened during 2015.
- Less cash was received in 2015 compared to 2014 from unconsolidated joint ventures that represented a return of investment as the 2014 period included the distribution of \$89.4 million in net loan proceeds related the Charlotte joint venture that was distributed equally to the partners.
- Cash provided from assets sales increased year over year as in 2015 we sold our equity interest in the joint venture that owned the Wisconsin Dells outlet center and five other properties compared to a sale of one property in 2014. Of the \$164.6 million in proceeds received from the 2015 asset sales, approximately \$121.3 million was held as restricted cash as of December 31, 2015.
- Contributions to our unconsolidated joint ventures for the property development activities was much less in 2015 compared to 2014 as one new joint venture project (Savannah) was under construction during the 2015 period compared to the construction of three new properties (Charlotte, Ottawa and Savannah) and two significant expansions (Cookstown and Westgate) in the 2014 period.

### Financing Activities

The increase in cash provided by financing activities was primarily due to a decrease in the amounts paid by us on behalf of certain employees related to income taxes from shares withheld upon vesting of equity awards. The increase was offset by an increase in the quarterly dividends paid to our common shareholders.

## **Current Development Activities**

We intend to continue to grow our portfolio by developing, expanding or acquiring additional outlet centers. In the section below, we describe the new developments that are either currently planned, underway or recently completed. However, you should note that 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 net income or FFO. See the section "Funds From Operations" in the Management's Discussion and Analysis section for further discussion of FFO. 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 acquisition or disposition 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 an increase in liquidity, net income or funds from operations.

### ***New Development of Consolidated Outlet Centers***

#### **Foxwoods**

In May 2015, we opened an approximately 312,000 square foot outlet center at the Foxwoods Resort Casino in Mashantucket, Connecticut. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$1.0 million and our equity contributions totaled approximately \$58.8 million. Contributions we make in excess of \$40.0 million earn a preferred rate of return of 15% from the date of contribution. In addition, each partner earns a rate of return of 10% on their initial capital contributions from the date of contribution. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 67%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

#### **Grand Rapids**

In July 2015, we opened an approximately 352,000 square foot wholly-owned outlet center near Grand Rapids, Michigan. The outlet center is located 11 miles south of downtown Grand Rapids at the southwest quadrant of US-131 and 84th Street in Byron Township, Michigan, with visibility from both roads.

#### **Southaven**

In November 2015, we opened an approximately 320,000 square foot outlet center in Southaven, Mississippi. In January 2015, we purchased land for approximately \$14.8 million and commenced construction on the development of Tanger Outlets Southaven, which is located less than five miles south of Memphis, Tennessee. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$461,000 and our equity contributions totaled approximately \$26.5 million. From the date our equity contributions are made, we earn a preferred rate of return of 10% for senior contributions and 14% for junior contributions. As of December 31, 2015, the balance of our senior contributions was \$17.7 million and our junior contributions was \$8.3 million.

Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 50%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.



The following table summarizes our projects under development as of December 31, 2015:

| Project       | Approximate square feet (in 000's) | Projected Total Net Cost per Square Foot (in dollars) | Projected Total Net Cost (in millions) | Costs Incurred to Date (in millions) | Projected Opening |
|---------------|------------------------------------|---|--|--------------------------------------|-------------------|
| Daytona Beach | 352                                | \$ 259  | \$ 91.2                                | \$ 17.3                              | Holiday 2016      |

#### Daytona Beach

In November 2015, we purchased land for approximately \$9.9 million and commenced construction on the development of a wholly owned outlet center in Daytona Beach, Florida. The outlet center is expected to be approximately 352,000 square feet and to open by Holiday 2016.

#### **New Development in Unconsolidated Real Estate Joint Ventures**

From time to time, we form joint venture arrangements to develop outlet centers. The following table summarizes our unconsolidated joint venture development projects as of December 31, 2015:

| Project  | Ownership % | Approximate square feet (in 000's) | Projected Total Net Cost per Square Foot (in dollars) | Projected Total Net Cost (in millions) | Costs Incurred to Date (in millions) | Projected Opening |
|----------|-------------|------------------------------------|---|--|--------------------------------------|-------------------|
| Columbus | 50%         | 355                                | \$ 267  | \$ 94.9                                | \$ 41.2                              | June 2016         |

During the second quarter of 2015, the joint venture purchased land for approximately \$8.9 million and began construction on a 350,000 square foot outlet center in Columbus, Ohio. We and our partner currently expect to complete construction in time to open the center during the second quarter of 2016. The construction of the center is currently being funded with equity contributions from the partners. As of December 31, 2015, we and our partner had each contributed \$20.6 million to fund development activities.

See "Off-Balance Sheet Arrangements" for a discussion of unconsolidated joint venture development activities.

#### Other Potential Future Developments and Dispositions of Rental Property

As of the date of this filing, we are in the initial study period for potential new developments. We may also use joint venture arrangements to develop other potential sites. There can be no assurance, however, that these potential future developments will ultimately be developed.

In the case of projects to be wholly-owned by us, we expect to fund these projects with borrowings under our unsecured lines of credit and cash flow from operations, but may also fund them with capital from additional public debt and equity offerings. For projects to be developed through joint venture arrangements, we may use collateralized construction loans to fund a portion of the project, with our share of the equity requirements funded from sources described above.

On September 30, 2015, the noncontrolling interest in our Deer Park outlet center exercised its right to require us to acquire their ownership interest in the property for \$28.4 million. The transaction closed on January 5, 2016. The obligation to acquire its interest is recorded as a deferred financing obligation in the other liabilities section of our consolidated balance sheet.

From time to time, we may sell one or more outlet centers that do not meet our long-term investment criteria. In February 2015, we sold our equity interest in the joint venture that owned the Wisconsin Dells outlet center for approximately \$15.6 million, representing our share of the sales price totaling \$27.7 million less our share of the outstanding debt, which totaled \$12.1 million. As a result of this transaction, we recorded a gain of approximately \$13.7 million in the first quarter of 2015, which represents the difference between the carrying value of our equity method investment and the net proceeds received.

During 2015, we sold five outlet centers for net proceeds of approximately \$149.1 million, and recognized a gain of approximately \$106.7 million. The outlet centers were located in Kittery, Maine (two centers); Tuscola, Illinois; West Branch, Michigan; and Barstow, California.

As of December 31, 2015, approximately \$121.3 million of these proceeds were held by a qualified intermediary and thus have been classified as restricted cash on our consolidated balance sheets. During January 2016, we used a portion of these proceeds along with amounts under our unsecured lines of credit:

- To repay a \$150.0 million floating rate mortgage loan and a \$28.4 million deferred financing obligation, both of which are related to our 749,000 square foot outlet center in Deer Park, New York. These transactions allowed us to unencumber the Deer Park asset while simultaneously deferring a significant portion of the gains related to the asset sales for tax purposes.
- To pay a special dividend to our share and unit holders of \$0.21 per share on January 15, 2016.

We plan on investing the remaining sales proceeds, totaling approximately \$16.8 million, in qualified replacement property, including the ongoing construction of our wholly-owned new outlet center development project in Daytona Beach.

In January 2016, we sold our outlet center in Fort Myers, Florida located near Sanibel Island for net proceeds of approximately \$25.8 million. We estimate the gain to be recognized in the first quarter of 2016 to be approximately \$4.9 million. The proceeds from the sale of this unencumbered asset were used to pay down balances outstanding under our unsecured lines of credit.

### **Financing Arrangements**

As of December 31, 2015, unsecured borrowings represented 80% of our outstanding debt and 75% of the gross book value of our real estate portfolio was unencumbered. We maintain unsecured lines of credit that provide for borrowings of up to \$520.0 million, including a \$20.0 million liquidity line and a \$500.0 million syndicated line. Following the amendments in 2015 described below in the section "Extension of Unsecured Lines of Credit", our unsecured lines of credit bear interest at a rate of LIBOR + 0.90% and the syndicated line may be increased to \$1.0 billion through an accordion feature in certain circumstances. The unsecured lines of credit have an expiration date of October 24, 2019 with an option for a one year extension. The Company guarantees the Operating Partnership's obligations under these lines.

### **2016 Transactions**

#### Deer Park Mortgage

In January 2016, we repaid our \$150.0 million floating rate mortgage loan, which had an original maturity date in August 2018, and our \$28.4 million deferred financing obligation, both of which are related to our 749,000 square foot Deer Park outlet center. These transactions allowed us to unencumber the Deer Park asset while simultaneously deferring a significant portion of the gains related to the asset sales for tax purposes.

## **2015 Transactions**

### Southaven Mortgage

In April 2015, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$60.0 million at an interest rate of LIBOR + 1.75%. The loan initially matures on April 29, 2018, with one two-year extension option. As of December 31, 2015 the balance on the loan was \$45.8 million.

### Hershey Mortgage

May 2015, we repaid the mortgages associated with our Hershey outlet center, which were assumed as part of the acquisition of the property in 2011. The maturity date of the mortgages was August 1, 2015 and it had a principal balance at the date of extinguishment of \$29.0 million.

### Ocean City Mortgage

In July 2015, we repaid the mortgage associated with our Ocean City outlet center, which was assumed as part of the acquisition of the property in 2011. The maturity date of the mortgage was January 6, 2016 and had a principal balance at the date of extinguishment of \$17.6 million.

### Extension of Unsecured Lines of Credit

In October 2015, we closed on amendments to our unsecured lines of credit, extending the maturity and reducing our interest rate. The maturity date of these facilities was extended from October 2017 to October 2019 with the ability to further extend the maturity date for an additional year at our option. The interest rate was reduced from LIBOR + 1.00% to LIBOR + 0.90% based on our current credit rating and the maximum borrowings to which the syndicated line could be increased through an accordion feature in certain circumstances was increased from \$750.0 million to \$1.0 billion. Loan origination costs associated with the amendments totaled approximately \$2.0 million.

## **2014 Transactions**

### Amendment of \$250.0 Million Unsecured Term Loan

In July 2014, we entered into an amendment of our \$250.0 million unsecured term loan which matures in February 2019. The amendment reduced the interest rate on the loan from LIBOR + 1.60% to LIBOR + 1.05%. No other material terms of the loan were amended.

### \$250.0 Million Unsecured Senior Notes

In November 2014, Tanger Properties Limited Partnership completed a public offering of \$250.0 million in senior notes due 2024 in an underwritten public offering. The notes were priced at 99.429% of the principal amount to yield 3.819% to maturity. The notes will pay interest semi-annually at a rate of 3.750% per annum and mature on December 1, 2024. The net proceeds from the offering, after deducting the underwriting discount and offering expenses, were approximately \$246.2 million. We used the net proceeds from the sale of the notes to redeem our \$250.0 million 6.15% senior notes due November 2015. We recorded a charge of approximately \$13.1 million for the make-whole premium related to the early redemption, which was completed in December 2014.

### Foxwoods Mortgage

In December 2014, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$70.3 million at an interest rate of LIBOR + 1.65%. The loan initially matures in December 2017, with two one-year extension options. As of December 31, 2015 the balance on the loan was \$70.3 million.

## 2013 Transactions

### Assumption of \$150.0 Million Mortgage

In August 2013, as part of the acquisition of a controlling ownership interest in Deer Park, we assumed an \$150.0 million interest only mortgage loan, including a fair value discount of \$1.6 million. The loan has a five year term and carries an interest rate of LIBOR + 1.50%. As discussed above, we repaid this loan in January 2016.

### Derivatives

In October 2013, to reduce our floating rate debt exposure, we entered into interest rate swap agreements on notional amounts totaling \$150.0 million that fixed the base LIBOR rate at an average of 1.30% from November 2013 to August 2016.

### Extension of Unsecured Lines of Credit

In October 2013, we amended our unsecured lines of credit, extending the maturity, and reducing the overall borrowing costs. The maturity of these facilities was extended from November 10, 2015 to October 24, 2017 with the ability to further extend the maturity for an additional year at our option. The annual commitment fee, which is payable on the full \$520.0 million in loan commitments, was reduced from 0.175% to 0.15%, and the interest rate spread over LIBOR was reduced from 1.10% to 1.00% based on our current credit rating. Loan origination costs associated with the amendments totaled approximately \$1.5 million. The lines of credit were further amended in October 2015 as discussed above.

### \$250.0 Million Unsecured Senior Notes

In November 2013, Tanger Properties Limited Partnership completed a public offering of \$250.0 million in senior notes due 2023 in an underwritten public offering. The notes were priced at 98.360% of the principal amount to yield 4.076% to maturity. The notes will pay interest semi-annually at a rate of 3.875% per annum and mature on December 1, 2023. The net proceeds from the offering, after deducting the underwriting discount and offering expenses, were approximately \$243.6 million. We used the net proceeds from the sale of the notes to repay borrowings under our unsecured lines of credit.

## Capital Expenditures

The following table details our capital expenditures for the years ended December 31, 2015 and 2014, respectively (in thousands):

|   | 2015       | 2014       | Change     |
|---|------------|------------|------------|
| Capital expenditures analysis:                  |            |            |            |
| New outlet center developments                  | \$ 222,111 | \$ 107,907 | \$ 114,204 |
| Major outlet center renovations                 | 1,602      | 18,412     | (16,810)   |
| Second generation tenant improvement allowances | 10,414     | 14,324     | (3,910)    |
| Other capital expenditures                      | 10,212     | 18,509     | (8,297)    |
|   | 244,339    | 159,152    | 85,187     |
| Conversion from accrual to cash basis           | (5,633)    | (13,256)   | 7,623      |
| Additions to rental property-cash basis         | \$ 238,706 | \$ 145,896 | \$ 92,810  |

- New center development expenditures, which include first generation tenant allowances, relate to construction expenditures for our Grand Rapids, Southaven, and Foxwoods outlet centers in the 2015 period. The 2014 period included new center development expenditures for our Grand Rapids and Foxwoods outlet centers and expansions at our Charleston, Branson, Sevierville, and Park City outlet centers.
- Major center renovations in both the 2015 and 2014 periods included construction activities at our Riverhead and our Rehoboth Beach outlet centers.

## Contractual Obligations and Commercial Commitments

The following table details our contractual obligations over the next five years and thereafter as of December 31, 2015 (in thousands):

| Contractual Obligations                      | 2016             | 2017              | 2018              | 2019              | 2020              | Thereafter        | Total               |
|--|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Debt <sup>(1)(2)</sup>                       | \$ 12,842        | \$ 80,758         | \$ 199,008        | \$ 443,669        | \$ 303,566        | \$ 527,343        | \$ 1,567,186        |
| Interest payment <sup>(2)(3)</sup>           | 52,702           | 52,284            | 49,052            | 42,970            | 28,679            | 70,508            | 296,195             |
| Operating leases                             | 5,982            | 5,981             | 5,667             | 5,716             | 5,720             | 294,851           | 323,917             |
| Deferred financing obligation <sup>(4)</sup> | 28,388           | —                 | —                 | —                 | —                 | —                 | 28,388              |
|  | <u>\$ 99,914</u> | <u>\$ 139,023</u> | <u>\$ 253,727</u> | <u>\$ 492,355</u> | <u>\$ 337,965</u> | <u>\$ 892,702</u> | <u>\$ 2,215,686</u> |

- (1) These amounts represent total future cash payments related to debt obligations outstanding as of December 31, 2015.
- (2) In January 2016, we repaid our \$150.0 million floating rate mortgage loan originally due in 2018, which is related to our outlet center in Deer Park, New York.
- (3) These amounts represent future interest payments related to our debt obligations based on the fixed and variable interest rates specified in the associated debt agreements. All of our variable rate debt agreements are based on the one month LIBOR rate, thus for purposes of calculating future interest amounts on variable interest rate debt, the one month LIBOR rate as of December 31, 2015 was used.
- (4) As part of the acquisition in 2013 of a controlling ownership interest in Deer Park, we and the noncontrolling interest entered into an agreement whereby they may require us to acquire their ownership interest in the property on the second anniversary of the acquisition date for a price of \$28.4 million, and we had the option to acquire their ownership interest on the fourth anniversary of the acquisition date at the same price. On September 30, 2015, the noncontrolling interest in our Deer Park outlet center exercised its right to require us to acquire their ownership interest in the property for \$28.4 million. The transaction closed on January 5, 2016. The obligation to redeem their interest at the redemption price was recorded as a deferred financing obligation in the other liabilities section of the balance sheet as of December 31, 2015 and 2014.

In addition to the contractual payment obligations shown in the table above, we have commitments of \$50.6 million remaining as of December 31, 2015 related to contracts to complete construction and development activity at outlet centers throughout our consolidated portfolio. These amounts would be primarily funded by amounts available under our unsecured lines of credit but could also be funded by other sources of capital, such as collateralized construction loans or public debt and equity offerings. In addition, we have commitments to pay approximately \$5.4 million in tenant allowances for leases that are executed but where the tenant improvements have not been constructed. Payments are only made upon the tenant opening its store, completing its interior construction and submitting the necessary documentation required per its lease. Contractual commitments to complete construction and development activity related to our unconsolidated joint ventures amounted to approximately \$34.5 million at December 31, 2015, of which our portion was approximately \$17.2 million. In addition, commitments related to tenant allowances at our unconsolidated joint ventures totaled approximately \$14.4 million at December 31, 2015, of which our portion was approximately \$7.2 million. Contractual commitments represent only those costs subject to contracts which are legal binding agreements as of December 31, 2015 and do not necessarily represent the total cost to complete the projects.

Our debt agreements contain covenants that 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% 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 believe our most restrictive financial covenants are contained in our senior, unsecured notes. Key financial covenants and their covenant levels include the following:

| Senior unsecured notes financial covenants       | Required | Actual |
|--|----------|--------|
| Total consolidated debt to adjusted total assets | < 60%    | 49%    |
| Total secured debt to adjusted total assets      | < 40%    | 10%    |
| Total unencumbered assets to unsecured debt      | > 150%   | 181%   |

We operate in a manner intended to enable us to qualify as a REIT under the Internal Revenue Code, or the Code. A REIT that distributes at least 90% of its taxable income to its shareholders each year and that meets certain other conditions is not taxed on that portion of its taxable income which is distributed to its shareholders. Based on our 2015 taxable income to shareholders, we were required to distribute approximately \$101.7 million to our shareholders in order to maintain our REIT status as described above. We distributed approximately \$123.9 million, which includes a special dividend paid in January 2016, to shareholders which exceeded our required distributions. If in any taxable year the Company were to fail to qualify as a REIT and certain statutory relief provisions were not applicable, we would not be allowed a deduction for distributions to shareholders in computing taxable income and would be subject to U.S. federal income tax (including any applicable alternative minimum tax) on our taxable income at regular corporate rates.

#### Off-Balance Sheet Arrangements

The following table details certain information as of December 31, 2015 about various unconsolidated real estate joint ventures in which we have an ownership interest:

| Joint Venture                    | Outlet Center Location | Ownership % | Square Feet<br>(in 000's) | Carrying Value of<br>Investment (in millions) |
|----------------------------------|------------------------|-------------|---------------------------|---|
| Columbus                         | Columbus, OH           | 50.0 %      | —                         | \$ 21.1                                       |
| National Harbor                  | National Harbor, MD    | 50.0 %      | 339                       | 6.1   |
| RioCan Canada                    | Various                | 50.0 %      | 870                       | 117.2   |
| Savannah <sup>(1)</sup>          | Savannah, GA           | 50.0 %      | 377                       | 44.4  |
| Westgate                         | Glendale, AZ           | 58.0 %      | 411                       | 12.3  |
|                                  |                        |             |                           | \$ 201.1                                      |
| Charlotte <sup>(2)</sup>         | Charlotte, NC          | 50.0 %      | 398                       | \$ (1.1)                                      |
| Galveston/Houston <sup>(2)</sup> | Texas City, TX         | 50.0 %      | 353                       | (1.5)   |
|                                  |                        |             |                           | \$ (2.6)                                      |

(1) Based on capital contribution and distribution provisions in the joint venture agreement, we expect our economic interest in the venture's cash flow to be greater than the ownership percentage indicated above, which in this case, states our legal interest in this venture. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

(2) The negative carrying value is due to the distributions of proceeds from mortgage loans, and quarterly distributions of excess cash flow exceeding the original contributions from the partners.

Our joint ventures are generally subject to buy-sell provisions which are customary for joint venture agreements in the real estate industry. Either partner may initiate these provisions (subject to any applicable lock up period), which could result in either the sale of our interest or the use of available cash or additional borrowings to acquire the other party's interest. Under these provisions, one partner sets a price for the property, then the other partner has the option to either (1) purchase their partner's interest based on that price or (2) sell its interest to the other partner based on that price. Since the partner other than the partner who triggers the provision has the option to be the buyer or seller, we do not consider this arrangement to be a mandatory redeemable obligation.

We provide guarantees to lenders for our joint ventures which include standard non-recourse carve out indemnifications for losses arising from items such as but not limited to fraud, physical waste, payment of taxes, environmental indemnities, misapplication of insurance proceeds or security deposits and failure to maintain required insurance. For construction and term loans, we may include a guaranty of completion as well as a principal guaranty ranging from 5% to 100% of principal. The principal guarantees include terms for release based upon satisfactory completion of construction and performance targets including occupancy thresholds and minimum debt service coverage tests. Our joint ventures may contain make whole provisions in the event that demands are made on any existing guarantees.

#### ***Charlotte***

In July 2014, we opened an approximately 398,000 square foot outlet center in Charlotte, North Carolina that was developed through, and is owned by, a joint venture formed in May 2013. The outlet center is located eight miles southwest of uptown Charlotte at the interchange of I-485 and Steele Creek Road (North Carolina Highway 160). Construction of the outlet center, which commenced during the third quarter of 2013, was initially funded with equal equity contributions by the partners. In November 2014, the joint venture closed on an interest only mortgage loan for \$90.0 million at an interest rate of LIBOR + 1.45%. The loan initially matures in November 2018, with the option to extend the maturity for one additional year. The joint venture received net loan proceeds of \$89.4 million and distributed them equally to the partners. The loan balance as of December 31, 2015 was approximately \$90.0 million. Our partner is providing property management, marketing and leasing services to the joint venture.

#### ***Columbus***

During the second quarter of 2015, the joint venture purchased land for approximately \$8.9 million and began construction on a 350,000 square foot outlet center in Columbus, Ohio. We and our partner currently expect to complete construction in time to open the center during the second quarter of 2016. The construction of the center is currently being funded with equity contributions from the partners. As of December 31, 2015, we and our partner had each contributed \$20.6 million to fund development activities. Our partner is providing development services to the joint venture and we, along with our partner, are providing joint leasing services. Once the center opens, we will provide property management, marketing and leasing services to the joint venture.

#### ***Galveston/Houston***

In October 2012, we opened an approximately 353,000 square foot outlet center in Texas City, Texas that was developed through, and is owned by, a joint venture formed in June 2011. The development was initially fully funded with equity contributed to the joint venture by Tanger and its partner. In July 2013, the joint venture closed on a \$70.0 million mortgage loan with a rate of LIBOR + 1.50% and a maturity date of July 2017, with the option to extend the maturity for one additional year. The joint venture received total loan proceeds of \$65.0 million and distributed the net proceeds equally to the partners. We used our share of the proceeds to reduce amounts outstanding under our unsecured lines of credit. We are providing property management, marketing and leasing services to the outlet center.

#### ***National Harbor***

In November 2013, we opened an approximately 339,000 square foot outlet center at National Harbor in the Washington, D.C. Metro area that was developed through, and is owned by, a joint venture formed in May 2011. In November 2014, the joint venture amended the initial construction loan to increase the amount available to borrow from \$62.0 million to \$87.0 million and extended the maturity date until November 2019. The loan carries an interest rate of LIBOR + 1.65%. At the closing of the amendment, the joint venture distributed approximately \$19.0 million equally between the partners. The loan balance as of December 31, 2015 was approximately \$87.0 million. We are providing property management, marketing and leasing services to the joint venture.

#### ***RioCan Canada***

We have a 50/50 co-ownership agreement with RioCan Real Estate Investment Trust to develop and acquire outlet centers in Canada. Under the agreement, any outlet centers developed or acquired will be branded as Tanger Outlet Centers. We have agreed to provide leasing and marketing services for the outlet centers and RioCan has agreed to provide development and property management services.

In October 2014, the co-owners opened Tanger Outlets Ottawa, the first ground up development of a Tanger Outlet Center in Canada. Located in suburban Kanata off the TransCanada Highway (Highway 417) at Palladium Drive, the outlet center currently contains approximately 284,000 square feet, with additional square footage totaling approximately 28,000 square feet related to an anchor tenant expected to be completed and opened in early 2016.

In November 2014, the co-owners opened an approximately 149,000 square foot expansion to the existing Cookstown Outlet Mall, bringing the total square feet of the outlet center to approximately 309,000 square feet.

Other properties owned by the RioCan Canada co-owners include Les Factoreries Saint-Sauveur and Bromont Outlet Mall. Les Factoreries Saint-Sauveur, is located northwest of Montreal adjacent to Highway 15 in the town of Saint-Sauveur, Quebec and is approximately 116,000 square feet. The Bromont Outlet Mall, is located east of Montreal near the eastern townships adjacent to Highway 10 in the town of Bromont, Quebec and is approximately 161,000 square feet.

### ***Savannah***

In April 2015, we opened an approximately 377,000 square foot outlet center in Savannah, Georgia. As of December 31, 2015, our equity contributions totaled \$45.8 million and our partner's equity contributions totaled \$8.3 million. Contributions we made in excess of our partners' equity contributions are considered preferred equity and earned a preferred rate of return equal to 8% from the date the contributions were made until the outlet center's grand opening in April 2015, and will earn 10% annually thereafter. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned preferred equity contributions and all unpaid returns earned on those contributions prior to any distributions being made to our equity partner. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based at depreciated book value, our estimated economic interest in the venture was approximately 98%. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

In May 2014, the joint venture closed on a construction loan with the ability to borrow up to \$97.7 million at an interest rate of LIBOR + 1.65%. In September 2015, the loan maximum borrowing amount was increased to \$100.9 million. The construction loan has a maturity date of May 21, 2017, with two, one -year extension options. As of December 31, 2015, the balance on the loan was \$89.5 million. The additional \$11.4 million is available for construction of the approximately 42,000 square foot expansion that is currently in process. We are providing development, management and marketing services to the joint venture; and with our partner, are jointly providing leasing services to the outlet center.

### ***Westgate***

In November 2012, we opened our Westgate outlet center, located in Glendale, Arizona, which was developed through, and currently owned by, a joint venture that was formed in May 2012.

During the first quarter of 2015, the joint venture completed the remaining 28,000 square feet of a 78,000 square foot expansion of the existing property which upon completion increased the total square feet of the outlet center to approximately 411,000 square feet. Construction commenced on the expansion during the second quarter of 2014 and was funded with borrowings under the amended Westgate mortgage loan. The joint venture's amended and restated construction loan is fully funded with a balance of \$62.0 million as of December 31, 2015. The loan initially matured in June 2015, and during the second quarter of 2015 the joint venture exercised the two year option to extend the maturity date of the loan to June 2017. We are providing property management, construction supervision, marketing and leasing services to the joint venture.



### Wisconsin Dells

In February 2015, we sold our equity interest in the joint venture that owned the outlet center located in Wisconsin Dells, Wisconsin for approximately \$15.6 million, representing our share of the sales price totaling \$27.7 million less our share of the outstanding debt, which totaled \$12.1 million. As a result of this transaction, we recorded a gain of approximately \$13.7 million in the first quarter of 2015, which represents the difference between the carrying value of our equity method investment and the net proceeds received.

The following table details information regarding the outstanding debt of the unconsolidated joint ventures and guarantees of such debt provided by us as of December 31, 2015 (dollars in millions):

| Joint Venture                  | Total Joint Venture Debt | Maturity Date | Interest Rate | Percent Guaranteed by the Company | Maximum Guaranteed Amount by the Company |
|--------------------------------|--------------------------|---------------|---------------|-----------------------------------|--|
| Charlotte                      | \$ 90.0                  | November 2018 | LIBOR + 1.45% | 5.0 %                             | \$ 4.5                                   |
| Galveston/Houston              | 65.0                     | July 2017     | LIBOR + 1.50% | 5.0 %                             | 3.3                                      |
| National Harbor <sup>(1)</sup> | 87.0                     | November 2019 | LIBOR + 1.65% | 10.0 %                            | 8.7                                      |
| RioCan Canada                  | 11.3                     | May 2020      | 5.75%         | 25.7 %                            | 2.9                                      |
| Savannah <sup>(2)</sup>        | 89.5                     | May 2017      | LIBOR + 1.65% | 16.8 %                            | 15.0                                     |
| Westgate                       | 62.0                     | June 2017     | LIBOR + 1.75% | — %                               | —  |
|                                | <b>\$ 404.8</b>          |               |               |                                   | <b>\$ 34.4</b>                           |

(1) 100% completion guaranty; 10% principal

(2) 100% completion guaranty; \$15.0 million principal

Fees we received for various services provided to our unconsolidated joint ventures during 2015, 2014 and 2013, which we believe approximate current market rates, were recognized as follows (in thousands):

|                          | Year Ended December 31, |                 |                 |
|--------------------------|-------------------------|-----------------|-----------------|
|                          | 2015                    | 2014            | 2013            |
| <b>Fees:</b>             |                         |                 |                 |
| Development and leasing  | \$ 1,827                | \$ 725          | \$ 595          |
| Loan guarantee           | 746                     | 463             | 161             |
| Management and marketing | 2,853                   | 2,403           | 2,324           |
| <b>Total Fees</b>        | <b>\$ 5,426</b>         | <b>\$ 3,591</b> | <b>\$ 3,080</b> |

### Critical Accounting Estimates

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

### Principles of Consolidation

The consolidated financial statements of the Company include its accounts and its wholly-owned subsidiaries, as well as the Operating Partnership and its subsidiaries. The consolidated financial statements of the Operating Partnership include its accounts and its wholly-owned subsidiaries. Intercompany balances and transactions have been eliminated in consolidation. Investments in real estate joint ventures in which we have a non-controlling ownership interest are accounted for using the equity method of accounting.

In accordance with amended guidance related to the consolidation of variable interest entities which became effective January 1, 2010, we perform an analysis of all of our real estate joint ventures to determine whether they qualify as variable interest entities, ("VIE"), and whether the joint venture should be consolidated or accounted for as an equity method investment in an unconsolidated joint venture. Our analysis includes our judgment with respect to our level of influence or control of an entity and whether we are the primary beneficiary of a VIE. We consider various factors including the form of our ownership interest, our representation in an entity's governance, the size of our investment, our ability to participate in policy making decisions and the rights of the other investors to participate in the decision making process to replace us as manager and or liquidate the venture, if applicable. If we do not evaluate these joint ventures correctly under the amended guidance, we could significantly overstate or understate our financial condition and results of operations.

#### ***Acquisition of Real Estate***

We allocate the purchase price of acquisitions based on the fair value of land, building, tenant improvements, debt and deferred lease costs and other intangibles, such as the value of leases with above or below market rents, origination costs associated with the in-place leases, and the value of in-place leases and tenant relationships, if any. We depreciate the amount allocated to building, deferred lease costs and other intangible assets over their estimated useful lives, which generally range from 3 to 33 years. The values of the above and below market leases are amortized and recorded as either an increase (in the case of below market leases) or a decrease (in the case of above market leases) to rental income over the remaining term of the associated lease. The values of below market leases that are considered to have renewal periods with below market rents are amortized over the remaining term of the associated lease plus the renewal periods when the renewal is deemed probable to occur. The value associated with in-place leases is amortized over the remaining lease term and tenant relationships is amortized over the expected term, which includes an estimated probability of the lease renewal. If a tenant terminates its lease prior to the contractual termination date of the lease and no rental payments are being made on the lease, any unamortized balance of the related deferred lease costs is written off. The tenant improvements and origination costs are amortized as an expense over the remaining life of the lease (or charged against earnings if the lease is terminated prior to its contractual expiration date). We assess fair value based on estimated cash flow projections that utilize appropriate discount and capitalization rates and available market information.

If we do not allocate appropriately to the separate components of rental property, deferred lease costs and other intangibles or if we do not estimate correctly the total value of the property or the useful lives of the assets, our computation of depreciation and amortization expense may be significantly understated or overstated.

#### ***Cost Capitalization***

We capitalize costs incurred for the construction and development of properties, including interest, real estate taxes and salaries and related costs associated with employees directly involved. Capitalization of costs commences at the time the development of the property becomes probable and ceases when the property is substantially completed and ready for its intended use. We consider a construction project as substantially completed and ready for its intended use upon the completion of tenant improvements. We cease capitalization on the portion that is substantially completed and occupied or held available for occupancy, and capitalize only those costs associated with the portion under construction. The amount of salaries and related costs capitalized for the construction and development of properties is based on our estimate of the amount of costs directly related to the construction or development of these assets. Interest costs are capitalized during periods of active construction for qualified expenditures based upon interest rates in place during the construction period until construction is substantially complete. This includes interest incurred on funds invested in or advanced to unconsolidated joint ventures with qualifying development activities.

Deferred charges includes deferred lease costs and other intangible assets consisting of fees and costs incurred to originate operating leases and are amortized over the expected lease term. Deferred lease costs capitalized includes amounts paid to third-party brokers and salaries and related costs of employees directly involved in originating leases. The amount of salaries and related costs capitalized is based on our estimate of the time and amount of costs directly related to originating leases.

If we incorrectly estimate the amount of costs to capitalize, we could significantly overstate or understate our financial condition and results of operations.

### ***Impairment of Long-Lived Assets and Investments in Unconsolidated Entities***

Rental property held and used by us 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. If we do not recognize impairments at appropriate times and in appropriate amounts, our consolidated balance sheet may overstate the value of our long-lived assets. We believe that no impairment existed at December 31, 2015.

On a periodic basis, we assess whether there are any indicators that the value of our investments in unconsolidated joint ventures may be impaired. An investment is impaired only if management's estimate of the value of the investment is less than the carrying value of the investments, and such decline in value is deemed to be other than temporary. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the investment over the value of the investment. Our estimates of value for each joint venture investment are based on a number of assumptions that are subject to economic and market uncertainties including, among others, demand for space, competition for tenants, changes in market rental rates and operating costs of the property. As these factors are difficult to predict and are subject to future events that may alter our assumptions, the values estimated by us in our impairment analysis may not be realized.

### ***Revenue Recognition***

Base rentals are recognized on a straight-line basis over the term of the lease. As a provision of a tenant lease, if we make a cash payment to the tenant for purposes other than funding the construction of landlord assets, we defer the amount of such payments as a lease incentive. We amortize lease incentives as a reduction of base rental revenue over the term of the lease. Substantially all leases contain provisions which provide additional rents based on each 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 as revenue from the time payment is receivable until the tenant vacates the space.

### ***New Accounting Pronouncements***

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2015-03, Simplifying the Presentation of Debt Issuance Costs, which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the associated debt liability. The guidance in the new standard is limited to the presentation of debt issuance costs. The standard does not affect the recognition and measurement of debt issuance costs. Early adoption is permitted for financial statements that have not been previously issued. The new guidance will be applied on a retrospective basis. The standard is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. We do not expect the adoption of this standard to have a material impact on our financial position, results of operations or cash flows.

In February 2015, FASB issued ASU No. 2015-02, Consolidation (Topic 810): Amendments to the Consolidation Analysis. ASU 2015-02 affects reporting entities that are required to evaluate whether they should consolidate certain legal entities. ASU 2015-02 modifies the evaluation of whether limited partnerships and similar legal entities are VIEs or voting interest entities, eliminates the presumption that a general partner should consolidate a limited partnership and affects the consolidation analysis of reporting entities that are involved with VIEs, particularly those that have fee arrangements and related party relationships. ASU 2015-02 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. We expect that the adoption of this standard during the first quarter of 2016 will not have a material impact on our financial position, results of operations or cash flows, but may result in additional disclosures.

In August 2014, the FASB issued ASU No. 2014-15 Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern, which requires management to evaluate whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern, and to provide certain disclosures when it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued. ASU 2014-15 is effective for the annual period ended December 31, 2016 and for annual periods and interim periods thereafter with early adoption permitted. We are currently evaluating the new guidance to determine the impact it may have on our consolidated financial statements.

In April 2014, the FASB issued ASU No. 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity (the "Final Standard"). Under the Final Standard, only disposals representing a strategic shift in operations (e.g., a disposal of a major geographic area, a major line of business or a major equity method investment) will be presented as discontinued operations. Under previous GAAP, companies that sold a single investment property were generally required to report the sale as a discontinued operation, which required the companies to reclassify earnings from continuing operations for all periods presented. The Final Standard is effective in the first quarter of 2015 for public entities with calendar year ends. The FASB will permit early adoption of the Final Standard, beginning in the first quarter of 2014, but only for disposals or classifications as held for sale that have not been reported in financial statements previously issued or available for issuance. We early adopted the standard in the first quarter of 2014. See Note 4 Disposition of Properties and Properties Held for Sale for further information.

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. This ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We are required to adopt the new pronouncement in the first quarter of fiscal 2018 using one of two retrospective application methods. We are currently evaluating the new guidance to determine the impact it may have on our consolidated financial statements.

## **Supplemental Earnings Measures**

### ***Funds from Operations***

Funds From Operations ("FFO") represents income before extraordinary items and gains (losses) on sale or disposal of depreciable operating properties, plus depreciation and amortization of real estate assets, impairment losses on depreciable real estate of consolidated real estate and after adjustments for unconsolidated partnerships and joint ventures, including depreciation and amortization, and impairment losses on investments in unconsolidated joint ventures driven by a measurable decrease in the fair value of depreciable real estate held by the unconsolidated joint ventures.

FFO is intended to exclude historical cost depreciation of real estate as required by GAAP which assumes that the value of real estate assets diminishes ratably over time. Historically, however, real estate values have risen or fallen with market conditions. Because FFO excludes depreciation and amortization of real estate assets, gains and losses from property dispositions and extraordinary items, it provides a performance measure that, when compared year over year, reflects the impact to operations from trends in occupancy rates, rental rates, operating costs, development activities and interest costs, providing perspective not immediately apparent from net income.

We present FFO because we consider it an important supplemental measure of our operating performance. In addition, a portion of cash bonus compensation to certain members of management is based on our FFO or Adjusted Funds From Operations ("AFFO"), which is described in the section below. We believe it is useful for investors to have enhanced transparency into how we evaluate our performance and that of our management. In addition, FFO is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs, many of which present FFO when reporting their results. FFO is also widely used by us and others in our industry to evaluate and price potential acquisition candidates. The National Association of Real Estate Investment Trusts, Inc., of which we are a member, has encouraged its member companies to report their FFO as a supplemental, industry-wide standard measure of REIT operating performance.

FFO has significant limitations as an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- FFO does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- FFO does not reflect changes in, or cash requirements for, our working capital needs;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and FFO does not reflect any cash requirements for such replacements;
- FFO, which includes discontinued operations, may not be indicative of our ongoing operations; and
- Other companies in our industry may calculate FFO differently than we do, limiting its usefulness as a comparative measure.

Because of these limitations, FFO should not be considered as a measure of discretionary cash available to us to invest in the growth of our business or our dividend paying capacity. We compensate for these limitations by relying primarily on our GAAP results and using FFO only as a supplemental measure.

Below is a reconciliation of net income to FFO for the years ended December 31, 2015, 2014 and 2013 as well as other data for those respective periods (in thousands, except per share and unit amounts):

|   | 2015              | 2014              | 2013              |
|---|-------------------|-------------------|-------------------|
| <b>Funds from Operations:</b>   |                   |                   |                   |
| Net income  | \$ 222,168        | \$ 78,152         | \$ 113,321        |
| Adjusted for:   |                   |                   |                   |
| Depreciation and amortization of real estate assets - consolidated  | 102,515           | 100,961           | 94,515            |
| Depreciation and amortization of real estate assets - unconsolidated joint ventures                                 | 20,053            | 12,212            | 12,419            |
| Gain on sale of assets and interests in unconsolidated entities   | (120,447)         | (7,513)           | —                 |
| Gain on previously held interest in acquired joint venture  | —                 | —                 | (26,002)          |
| <b>Funds from operations</b>  | <b>224,289</b>    | <b>183,812</b>    | <b>194,253</b>    |
| FFO attributable to noncontrolling interests in other consolidated partnerships                                     | 268               | (185)             | (202)             |
| Allocation of FFO to participating securities <sup>(1)</sup>  | (2,408)           | (3,653)           | (2,025)           |
| <b>Funds from operations available to common shareholders and noncontrolling interests in Operating Partnership</b> | <b>\$ 222,149</b> | <b>\$ 179,974</b> | <b>\$ 192,026</b> |
| <b>Tanger Factory Outlet Centers, Inc.:</b>   |                   |                   |                   |
| Weighted average common shares outstanding <sup>(2) (3)</sup>   | 99,838            | 98,954            | 99,129            |
| Dilutive funds from operations per share  | \$ 2.23           | \$ 1.82           | \$ 1.94           |
| <b>Tanger Properties Limited Partnership:</b>   |                   |                   |                   |
| Weighted average Operating Partnership units outstanding <sup>(2)</sup>   | 99,838            | 98,954            | 99,129            |
| Dilutive funds from operations per unit   | \$ 2.23           | \$ 1.82           | \$ 1.94           |

- (1) Notional units granted in 2010 were converted into 933,769 restricted common shares in January 2014 and vested on December 31, 2014. The restricted common shares were considered participating securities through the vesting date.
- (2) Includes the dilutive effect of options, restricted common shares not considered participating securities, and notional units.
- (3) Assumes the Class A common limited partnership units of the Operating Partnership held by the noncontrolling interests are exchanged for common shares of the Company. Each Class A common limited partnership unit is exchangeable for one of the Company's common shares, subject to certain limitations to preserve the Company's REIT status.

### ***Adjusted Funds from Operations***

We use AFFO when certain material, unplanned transactions occur as a factor in evaluating management's performance and to evaluate the effectiveness of our business strategies, and may use AFFO when determining incentive compensation. We present AFFO, as a supplemental measure of our performance. We define AFFO as FFO further adjusted to eliminate the impact of certain items that we do not consider indicative of our ongoing operating performance. These further adjustments are itemized in the table below. You are encouraged to evaluate these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating AFFO you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in this presentation. Our presentation of AFFO should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items.

We present AFFO because we believe it assists investors and analysts in comparing our performance across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our core operating performance. In addition, we believe it is useful for investors to have enhanced transparency into how we evaluate management's performance and the effectiveness of our business strategies.

AFFO has limitations as an analytical tool. Some of these limitations are:

- AFFO does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- AFFO does not reflect changes in, or cash requirements for, our working capital needs;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and AFFO does not reflect any cash requirements for such replacements;
- AFFO does not reflect the impact of certain cash charges resulting from matters we consider not to be indicative of our ongoing operations; and
- Other companies in our industry may calculate AFFO differently than we do, limiting its usefulness as a comparative measure.

Because of these limitations, AFFO should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and using AFFO only as a supplemental measure.

Below is a reconciliation of FFO to AFFO for the years ended December 31, 2015, 2014 and 2013 as well as other data for those respective periods (in thousands, except per share and unit amounts):

|   | 2015              | 2014              | 2013              |
|---|-------------------|-------------------|-------------------|
| <b>Adjusted Funds from Operations:</b>  |                   |                   |                   |
| Funds from operations   | \$ 224,289        | \$ 183,812        | \$ 194,253        |
| Adjusted for non-core items:  |                   |                   |                   |
| Acquisition costs   | —                 | 7                 | 1,203             |
| Abandoned pre-development costs   | —                 | 2,365             | —                 |
| Demolition costs  | —                 | —                 | 140               |
| Casualty gain   | —                 | (486)             | —                 |
| Loss on early extinguishment of debt  | —                 | 13,140            | —                 |
| Reversal of share-based compensation expense <sup>(1)</sup>   | (731)             | —                 | —                 |
| AFFO adjustments from unconsolidated joint ventures <sup>(2)</sup>  | —                 | 237               | (7,422)           |
| <b>Adjusted funds from operations (AFFO)</b>  | <b>223,558</b>    | <b>199,075</b>    | <b>188,174</b>    |
| AFFO attributable to noncontrolling interests in other consolidated partnerships  | 268               | (185)             | (202)             |
| Allocation of AFFO to participating securities <sup>(3)</sup>   | (2,400)           | (3,955)           | (1,958)           |
| <b>Adjusted funds from operations available to common shareholders and noncontrolling interest in Operating Partnership</b> | <b>\$ 221,426</b> | <b>\$ 194,935</b> | <b>\$ 186,014</b> |
| <b>Tanger Factory Outlet Centers, Inc.:</b>   |                   |                   |                   |
| Weighted average common shares outstanding <sup>(4)(5)</sup>  | 99,838            | 98,954            | 99,129            |
| Dilutive adjusted funds from operations per share   | \$ 2.22           | \$ 1.97           | \$ 1.88           |
| <b>Tanger Properties Limited Partnership:</b>   |                   |                   |                   |
| Weighted average Operating Partnership units outstanding <sup>(4)</sup>   | 99,838            | 98,954            | 99,129            |
| Dilutive adjusted funds from operations per unit  | \$ 2.22           | \$ 1.97           | \$ 1.88           |

- (1) Represents the reversal of certain share-based compensation awards previously recognized on awards not expected to vest due to the announcement of the Company's Chief Financial Officer's pending retirement in May 2016.
- (2) Includes our share of acquisition costs, litigation settlement proceeds, abandoned development costs and gain on early extinguishment of debt from unconsolidated joint ventures. For the year ended December 31, 2013, includes a gain on early extinguishment of debt of \$4.6 million and litigation settlement proceeds of \$3.2 million.
- (3) Notional units granted in 2010 were converted into 933,769 restricted common shares in January 2014 and vested on December 31, 2014. The restricted common shares were considered participating securities through the vesting date.
- (4) Includes the dilutive effect of options, restricted shares not considered participating securities, notional units and exchangeable notes.
- (5) Assumes the Class A common limited partnership units of the Operating Partnership held by the noncontrolling interest are exchanged for common shares of the Company.

#### **Same Center Net Operating Income-Cash Basis**

We present Same Center Net Operating Income - Cash Basis ("Same Center NOI - Cash Basis") as a supplemental measure of our performance. We define Same Center NOI - Cash Basis as total operating revenues less property operating expenses for the properties that were operational for the entire portion of both comparable reporting periods and which were not acquired, renovated or subject to a material non-recurring event, such as a natural disaster, during the comparable reporting periods. Same Center NOI - Cash Basis also excludes termination fees and non-cash adjustments including straight-line rent, net above and below market rent amortization and gains or losses on the sale of outparcels recognized during the periods presented.

Same Center NOI - Cash Basis is used by industry analysts, investors and management to measure operating performance of our properties because it provides a performance measure directly related to the revenues and expenses involved in owning and operating real estate assets and provides a perspective not immediately apparent from net income or FFO. Because Same Center NOI - Cash Basis excludes properties developed, redeveloped, acquired and sold; as well as non-cash adjustments, gains or losses on the sale of outparcels and termination rents; it highlights operating trends such as occupancy levels, rental rates and operating costs on properties that were operational for both comparable periods. Other REITs may use different methodologies for calculating Same Center Net Operating Income, and accordingly, our Same Center NOI - Cash Basis may not be comparable to other REITs.

Same Center NOI - Cash Basis should not be viewed as an alternative measure of our financial performance since it does not reflect the operations of our entire portfolio, nor does it reflect the impact of general and administrative expenses, acquisition-related expenses, interest expense, depreciation and amortization costs, other non-property income and losses, and the level of capital expenditures and leasing costs necessary to maintain the operating performance of our properties, or trends in development and construction activities which are significant economic costs and activities that could materially impact our results from operations.

Below is a reconciliation of income before equity in earnings of unconsolidated joint ventures to Same Center NOI - Cash Basis (in thousands):

|   | 2015              | 2014              |
|---|-------------------|-------------------|
| <b>Same Center Net Operating Income</b>                           |                   |                   |
| Income before equity in earnings of unconsolidated joint ventures | \$ 210,684        | \$ 69,099         |
| Interest expense  | 54,188            | 57,931            |
| Loss on early extinguishment of debt                              | —                 | 13,140            |
| Interest and other income   | 36                | (794)             |
| Gain on sale of real estate                                       | (120,447)         | (7,513)           |
| <b>Operating income</b>   | <b>144,461</b>    | <b>131,863</b>    |
| Adjusted to exclude:  |                   |                   |
| Depreciation and amortization                                     | 103,936           | 102,432           |
| Other non-property income and losses                              | (2,226)           | (2,194)           |
| Abandoned pre-development costs                                   | —                 | 2,365             |
| Acquisition costs   | —                 | 7                 |
| General and administrative expenses                               | 44,469            | 44,469            |
| Non-cash adjustments and termination rents <sup>(1)</sup>         | (8,043)           | (4,608)           |
| Non-same center and other NOI <sup>(2)</sup>                      | (18,268)          | (18,932)          |
| <b>Same Center Net Operating Income - Cash Basis</b>              | <b>\$ 264,329</b> | <b>\$ 255,402</b> |

(1) Non-cash items include straight-line rent, net above and below market rent amortization and gains or losses on outparcel sales.

(2) Excluded from Same Center NOI - Cash Basis: Foxwoods outlet center, which opened in May of 2015; Grand Rapids outlet center, which opened in July of 2015; Southaven outlet center, which opened in November 2015, Lincoln City outlet center, which was sold in December 2014; Kittery I & II, Tuscola and West Branch outlet centers, which were sold in September 2015; Barstow outlet center, which was sold in October 2015; and Fort Myers outlet center, which was sold in January 2016.

### **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 we believe outlet stores will continue to be a profitable and fundamental distribution channel for many brand name manufacturers, some retail formats are more successful than others. As is 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.

Due to the relatively short-term nature of our tenants' leases, a significant portion of the leases in our portfolio come up for renewal each year. During 2015, approximately 1.5 million square feet, or 13%, of our then owned, consolidated portfolio came up for renewal and 1.4 million square feet, or 12%, of our current consolidated portfolio will come up for renewal in 2016. During 2015, we renewed 84% of the square feet that came up for renewal with the existing tenants at a 20% increase in the average base rental rate compared to the expiring rate. We also re-tenanted 444,000 square feet at a 29% increase in the average base rental rate. In addition, we continue to attract and retain additional tenants. However, there can be no assurance that we can achieve similar increases in base rental rates. In addition, 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.

Our outlet centers typically include well-known, national, brand name companies. By maintaining a broad base of well-known tenants and a geographically diverse portfolio of properties located across the United States and Canada, we reduce our operating and leasing risks. No one tenant (including affiliates) accounts for more than 7.5% of our square feet or 6.0% of our combined base and percentage rental revenues. Accordingly, although we can give no assurance, we do not expect any material adverse impact on our results of operations and financial condition as a result of leases to be renewed or stores to be released. As of December 31, 2015 and 2014, occupancy at our consolidated outlet centers was 97% and 98%, respectively.

#### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

##### **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 may periodically enter into certain interest rate protection and interest rate swap agreements to effectively convert existing floating rate debt to a fixed rate basis. We do not enter into derivatives or other financial instruments for trading or speculative purposes. We are also exposed to foreign currency risk on investments in outlet centers that are located in Canada. Our currency exposure is concentrated in the Canadian Dollar. We typically reinvest net cash flow from our Canadian joint ventures to fund future Canadian development activity. We believe this strategy mitigates some of the risk of our initial investment and our exposure to changes in foreign currencies. We generally do not hedge currency translation exposures.

In October 2013, we entered into interest rate swap agreements with notional amounts totaling \$150.0 million to reduce our floating rate debt exposure. The interest rate swap agreements fix the base LIBOR rate at an average of 1.30% and mature in August 2018. The fair value of the interest rate swap agreements represents the estimated receipts or payments that would be made to terminate the agreement. As of December 31, 2015, the fair value of these contracts is a liability of \$616,000. The fair value is based on dealer quotes, considering current interest rates, remaining term to maturity and our credit standing.

As of December 31, 2015, 36% of our outstanding debt had variable interest rates, excluding variable rate debt with interest rate protection agreements in place, and therefore were subject to market fluctuations. An increase in the LIBOR index of 100 basis points would result in an increase of approximately \$5.6 million in interest expense on an annual basis. The information presented herein is merely an estimate and has limited predictive value. As a result, the ultimate effect upon our operating results of interest rate fluctuations will depend on the interest rate exposures that arise during the period, our hedging strategies at that time and future changes in the level of interest rates.

The estimated fair value and recorded value of our debt consisting of senior unsecured notes, unsecured term loans, secured mortgages and unsecured lines of credit were as follows (in thousands):

|                        | December 31, 2015 |           | December 31, 2014 |           |
|------------------------|-------------------|-----------|-------------------|-----------|
| Fair value of debt     | \$                | 1,615,833 | \$                | 1,493,519 |
| Recorded value of debt | \$                | 1,563,806 | \$                | 1,443,194 |

A 100 basis point increase from prevailing interest rates at December 31, 2015 and December 31, 2014 would result in a decrease in fair value of total debt of approximately \$50.3 million and \$58.3 million, respectively. With the exception of the unsecured term loan and unsecured lines of credit, that have variable rates and considered at market value, fair values of the senior notes and mortgage loans are determined using discounted cash flow analysis with an interest rate or credit spread similar to that of current market borrowing arrangements. Because the Company's senior unsecured notes are publicly traded with limited trading volume, these instruments are classified as Level 2 in the hierarchy. In contrast, mortgage loans are classified as Level 3 given the unobservable inputs utilized in the valuation. Considerable judgment is necessary to develop estimated fair values of financial instruments. Accordingly, the estimates presented herein are not necessarily indicative of the amounts the Company could realize on the disposition of the financial instruments.

#### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The information required by this Item is set forth on the pages indicated in Item 15(a) below.

#### **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

The information required by this Item 9 was previously reported in the Company's and the Operating Partnership's Current Report on Form 8-K that was filed with the Securities and Exchange Commission on September 11, 2015.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Tanger Factory Outlet Centers, Inc.**

- (a) Evaluation of disclosure control procedures.

The Chief Executive Officer, Steven B. Tanger (Principal Executive Officer), and Chief Financial Officer, Frank C. Marchisello Jr. (Principal Financial Officer), evaluated the effectiveness of the Company's disclosure controls and procedures on December 31, 2015 and concluded that, as of that date, the Company's disclosure controls and procedures were effective to ensure that the information the Company is required to disclose in its filings with the SEC under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

- (b) Management's report on internal control over financial reporting.

Internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, is a process designed by, or under the supervision of, the Company's Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining policies and procedures designed to maintain the adequacy of the Company's internal control over financial reporting, including those policies and procedures that:

- (1) Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- (2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- (3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

The Company's management has evaluated the effectiveness of the Company's internal control over financial reporting as of December 31, 2015 based on the criteria established in a report entitled Internal Control-Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment and those criteria, the Company's management has concluded that the Company's internal control over financial reporting was effective at the reasonable assurance level as of December 31, 2015.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2015 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

- (c) There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## Tanger Properties Limited Partnership

(a) Evaluation of disclosure control procedures.

The Chief Executive Officer, Steven B. Tanger (Principal Executive Officer), and Vice President and Treasurer, Frank C. Marchisello Jr. (Principal Financial Officer) of Tanger GP Trust, sole general partner of the Operating Partnership, evaluated the effectiveness of the registrant's disclosure controls and procedures on December 31, 2015 and concluded that, as of that date, the registrant's disclosure controls and procedures were effective to ensure that the information the registrant is required to disclose in its filings with the Commission under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and to ensure that information required to be disclosed by the registrant in the reports that it files or submits under the Exchange Act is accumulated and communicated to the registrant's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Management's report on internal control over financial reporting.

Internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, is a process designed by, or under the supervision of, the Operating Partnership's Principal Executive Officer and Principal Financial Officer, or persons performing similar functions, and effected by the Operating Partnership's board of trustees, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Operating Partnership's management, with the participation of the Operating Partnership's Principal Executive Officer and Principal Financial Officer, is responsible for establishing and maintaining policies and procedures designed to maintain the adequacy of the Operating Partnership's internal control over financial reporting, including those policies and procedures that:

- (1) Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Operating Partnership;
- (2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Operating Partnership are being made only in accordance with authorizations of management and trustees of the Operating Partnership; and
- (3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Operating Partnership's assets that could have a material effect on the financial statements.

The Operating Partnership's management has evaluated the effectiveness of the Operating Partnership's internal control over financial reporting as of December 31, 2015 based on the criteria established in a report entitled Internal Control-Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our assessment and those criteria, the Operating Partnership's management has concluded that the Operating Partnership's internal control over financial reporting was effective at the reasonable assurance level as of December 31, 2015.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The effectiveness of the Operating Partnership's internal control over financial reporting as of December 31, 2015 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

- (c) There were no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 or 15d-15 that occurred during our last fiscal quarter ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

All information required to be disclosed in a report on Form 8-K during the fourth quarter of 2015 was reported.

**PART III**

Certain information required by Part III is omitted from this Report in that the Company will file a definitive proxy statement pursuant to Regulation 14A, or 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, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information concerning the Company's directors required by this Item is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

The information concerning the Company's executive officers required by this Item is incorporated herein by reference to the section at the end of Part I, entitled "Executive Officers of Tanger Factory Outlet Centers, Inc."

The information regarding compliance with Section 16 of the Exchange Act is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

The information concerning our Company Code of Ethics required by this Item, which is posted on our website at [www.tangeroutlet.com](http://www.tangeroutlet.com), is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders. The information found on, or otherwise accessible through, our website is not incorporated into, and does not form a part of, this annual report on Form 10-K or any other report or document we file with or furnish to the SEC.

The information concerning our corporate governance required by this Item is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS.**

The information concerning the security ownership of certain beneficial owners and management required by this Item is incorporated by reference herein to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

The table below provides information as of December 31, 2015 with respect to compensation plans under which our equity securities are authorized for issuance. For each common share issued by the Company, the Operating Partnership issues one corresponding unit of partnership interest to the Company's wholly owned subsidiaries. Therefore, when the Company grants an equity based award, the Operating Partnership treats each award as having been granted by the Operating Partnership. In the discussion below, the term "we" refers to the Company and the Operating Partnership together and the term "common shares" is meant to also include corresponding units of the Operating Partnership.

| <b>Plan Category</b>                                       | <b>(a)<br/>Number of Securities to be Issued<br/>Upon Exercise of Outstanding<br/>Options, Warrants and Rights <sup>(1)</sup></b> | <b>(b)<br/>Weighted Average Exercise<br/>Price of Outstanding<br/>Options, Warrants and<br/>Rights</b> | <b>(c)<br/>Number of Securities Remaining<br/>Available for Future Issuance Under<br/>Equity Compensation Plans<br/>(Excluding Securities Reflected in<br/>Column (a)) <sup>(2)</sup></b> |
|--|---|--|---|
| Equity compensation plans approved by security holders     | 954,700   | \$ 30.32   | 2,304,732   |
| Equity compensation plans not approved by security holders | —   | —  | —   |
| <b>Total</b>   | <b>954,700</b>  | <b>\$ 30.32</b>  | <b>2,304,732</b>  |

(1) Includes (a) 318,400 common shares issuable upon the exercise of outstanding options (104,700 of which are vested and exercisable), (b) 329,700 restricted common shares that may be issued under the 2014 Outperformance Plan (the "2014 OPP") upon the satisfaction of certain conditions, and (c) 306,600 restricted common shares that may be issued under the 2015 Outperformance Plan (the "2015 OPP") upon the satisfaction of certain conditions. Because there is no exercise price associated with the 2014 and 2015 OPP awards, such restricted common shares are not included in the weighted average exercise price calculation.

(2) Represents common shares available for issuance under the Amended and Restated Incentive Award Plan. Under the Amended and Restated Incentive Award Plan, the Company may award restricted common shares, restricted share units, performance awards, dividend equivalents, deferred shares, deferred share units, share payments profit interests, and share appreciation rights.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item is incorporated herein by reference to the Company's Proxy Statement to be filed with respect to the Company's 2016 Annual Meeting of Shareholders.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**(a) (1) and (2) Documents filed as a part of this report:**

**(a) (1) Financial Statements**

Report of Independent Registered Public Accounting Firm (Tanger Factory Outlet Centers, Inc.) [F-1](#)

Report of Independent Registered Public Accounting Firm (Tanger Properties Limited Partnership) [F-2](#)

Financial Statements of Tanger Factory Outlet Centers, Inc.

Consolidated Balance Sheets - December 31, 2015 and 2014 [F-4](#)

Consolidated Statements of Operations - Years Ended December 31, 2015, 2014 and 2013 [F-5](#)

Consolidated Statements of Comprehensive Income - Years Ended December 31, 2015, 2014 and 2013 [F-6](#)

Consolidated Statements of Shareholders' Equity - Years Ended December 31, 2015, 2014 and 2013 [F-7](#)

Consolidated Statements of Cash Flows - Years Ended December 31, 2015, 2014 and 2013 [F-10](#)

Financial Statements of Tanger Properties Limited Partnership

Consolidated Balance Sheets-December 31, 2015 and 2014 [F-11](#)

Consolidated Statements of Operations- Years Ended December 31, 2015, 2014 and 2013 [F-12](#)

Consolidated Statements of Comprehensive Income - Years Ended December 31, 2015, 2014 and 2013 [F-13](#)

Consolidated Statements of Equity- Years Ended December 31, 2015, 2014 and 2013 [F-14](#)

Consolidated Statements of Cash Flows- Years Ended December 31, 2015, 2014 and 2013 [F-15](#)

Notes to Consolidated Financial Statements (Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership) [F-16](#)

**(a) (2) Financial Statement Schedules**

**Schedule III**

Real Estate and Accumulated Depreciation [F-56](#)

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. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1996.)   |
| 3.1A        | Amendment to Amended and Restated Articles of Incorporation dated May 29, 1996. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1996.)  |
| 3.1B        | Amendment to Amended and Restated Articles of Incorporation dated August 20, 1998. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1998.)   |
| 3.1C        | Amendment to Amended and Restated Articles of Incorporation dated September 30, 1999. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1999.)  |
| 3.1D        | Amendment to Amended and Restated Articles of Incorporation dated November 10, 2005. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated November 10, 2005.)  |
| 3.1E        | Amendment to Amended and Restated Articles of Incorporation dated June 13, 2007. (Incorporated by reference to the exhibits of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.)   |
| 3.1F        | Articles of Amendment to Amended and Restated Articles of Incorporation dated August 27, 2008. (Incorporated by reference to the exhibits of the Company's current report on Form 8-K dated August 29, 2008).  |
| 3.1G        | Articles of Amendment to Amended and Restated Articles of Incorporation of Tanger Factory Outlet Centers, Inc. dated May 18, 2011. (Incorporated by reference to the exhibits of the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.) |
| 3.1 H       | Articles of Amendment to Amended and Restated Articles of Incorporation of Tanger Factory Outlet Centers, Inc., dated May 24, 2012. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Form S-3 dated June 7, 2012.)                                      |
| 3.2         | By-laws of Tanger Factory Outlet Centers, Inc. restated to reflect all amendments through May 18, 2012. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Form S-3 dated June 7, 2012.)  |
| 3.3         | Amended and Restated Agreement of Limited Partnership for Tanger Properties Limited Partnership dated August 30, 2013. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2013.)               |
| 4.1         | Form of Senior Indenture. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated March 6, 1996.)   |
| 4.1A        | Form of Fourth Supplemental Indenture (to Senior Indenture) dated November 4, 2005. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)  |
| 4.1B        | Form of Sixth Supplemental Indenture (to Senior Indenture) dated July 2, 2009. (Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-3 filed on July 2, 2009.)  |
| 4.1C        | Form of Seventh Supplemental Indenture (to Senior Indenture) dated June 7, 2010. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated June 7, 2010.)   |
| 4.1D        | Form of Eighth Supplemental Indenture (to Senior Indenture) dated November 25, 2013. (Incorporated by reference to exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated November 25, 2013.)  |



- 4.1E Form of Ninth Supplemental Indenture (to Senior Indenture) dated November 21, 2014. (Incorporated by reference to exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated November 21, 2014.)
- 10.1 \* Incentive Award Plan of Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership (Amended and Restated as of April 4, 2014) (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.)
- 10.2 \* Form of Non-Qualified Share Option Agreement between Tanger Factory Outlet Centers, Inc., Tanger Properties Limited Partnership and certain employees. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.)
- 10.3 \* Amended and Restated Employment Agreement of Steven B. Tanger dated February 28, 2012. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated February 29, 2012.)
- 10.4 \* Amended and Restated Employment Agreement for Frank C. Marchisello, Jr., as of December 29, 2008. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated December 31, 2008.)
- 10.5 \* Amended and Restated Employment Agreement for Lisa J. Morrison, as of December 29, 2008. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated December 31, 2008.)
- 10.6 \* Amended and Restated Employment Agreement for Carrie A. Geldner, as of December 29, 2008. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2009.)
- 10.7 \* Employment Agreement for Chad D. Perry, dated as of December 12, 2011. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2011.)
- 10.8 \* Employment Agreement for Thomas E. McDonough, dated August 23, 2010. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Current Report on form 8-K dated August 23, 2010.)
- 10.9 \* Amended and Restated Employment Agreement for James F. Williams, as of December 29, 2008. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2012.)
- 10.10 \* Amended and Restated Employment Agreement for Virginia R. Summerell, as of December 29, 2008. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2012.)
- 10.11 \* Employment Agreement for Manuel O. Jessup, dated October 5, 2012.(Incorporated by reference to the exhibits to the Company's and Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2012.)
- 10.12 \* Employment Agreement for Charles A. Worsham, dated July 17, 2014. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.)
- 10.13 Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger. (Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-11 filed May 27, 1993, as amended.)
- 10.13A Amendment to Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 1995.)

- 10.13B Second Amendment to Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger dated September 4, 2002. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2003.)
- 10.13C Third Amendment to Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger dated December 5, 2003. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2003.)
- 10.13D Fourth Amendment to Registration Rights Agreement among the Company, the Tanger Family Limited Partnership and Stanley K. Tanger dated August 8, 2006. (Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-3, dated August 9, 2006.)
- 10.13E Fifth Amendment to Registration Rights Agreement among the Company, The Tanger Family Limited Partnership and Stanley K. Tanger dated August 10, 2009. (Incorporated by reference to exhibits to the Company's Current Report on Form 8-K dated August 14, 2009.)
- 10.14 Registration Rights Agreement amount Tanger Factory Outlet Centers, Inc., Tanger Properties Limited Partnership and DPSW Deer Park LLC. (Incorporated by reference to the exhibits to the Company's and the Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013.)
- 10.15 Agreement Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. (Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-11 filed May 27, 1993, as amended.)
- 10.16 Assignment and Assumption Agreement among Stanley K. Tanger, Stanley K. Tanger & Company, the Tanger Family Limited Partnership, the Operating Partnership and the Company. (Incorporated by reference to the exhibits to the Company's Registration Statement on Form S-11 filed May 27, 1993, as amended.)
- 10.17 COROC Holdings, LLC Limited Liability Company Agreement dated October 3, 2003. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated December 8, 2003.)
- 10.18 Form of Shopping Center Management Agreement between owners of COROC Holdings, LLC and Tanger Properties Limited Partnership. (Incorporated by reference to the exhibits to the Company's Current Report on Form 8-K dated December 8, 2003.)
- 10.19 \* Form of Restricted Share Agreement between the Company and certain Officers. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
- 10.20 \* Form of Restricted Share Agreement between the Company and certain Officers with certain performance criteria vesting. (Incorporated by reference to the exhibits to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005.)
- 10.20A \* Form of Amendment to Restricted Share Agreement between the Company and certain Officers with certain performance criteria vesting. (Incorporated by reference to the exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
- 10.21 \* Form of Restricted Share Agreement between the Company and certain Directors. (Incorporated by reference to the exhibits to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005.)
- 10.22 \* Restricted Share Agreement between the Company and Steven. B. Tanger dated February 28, 2012. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012.)
- 10.23 \* Form of Tanger Factory Outlet Centers, Inc. Notional Unit Award Agreement between the Company and certain Officers. (Incorporated by reference to the exhibits to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010.)
- 10.24 \* Form of 2013 Outperformance Plan Notional Unit Award agreement. (Incorporated by reference to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.)

|         |  |
|---------|--|
| 10.25*  | Form of 2014 Outperformance Plan Notional Unit Award agreement. (Incorporated by reference to the exhibits to the Company's and the Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2014.)  |
| 10.26*  | Form of 2015 Outperformance Plan Notional Unit Award agreement. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015.)   |
| 10.27 * | Director Deferred Share Program of Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership. (Incorporated by reference to the exhibits to the Company's and the Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2012.)  |
| 10.28   | Amended and Restated Credit Agreement, dated as of November 10, 2011, among Tanger Properties Limited Partnership, as the Borrower, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and The Other Lenders Party Hereto, Bank of America Merrill Lynch, Well Fargo Securities, LLC, and US Bank National Association, as Joint Bookrunners and Joint Lead Arrangers, Well Fargo Bank, National Association, as Syndication Agent, US Bank National Association, as Syndication Agent, Suntrust Bank, as Documentation Agent and Branch Banking and Trust Company, as Documentation Agent. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated November 15, 2011.)  |
| 10.29   | Modification Agreement, dated October 24, 2013 to the Amended and Restated Credit Agreement, dated as of November 10, 2011, among Tanger Properties Limited Partnership, as the Borrower, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and The Other Lenders Party Hereto, Bank of America Merrill Lynch, Well Fargo Securities, LLC, and US Bank National Association, as Joint Bookrunners and Joint Lead Arrangers, Well Fargo Bank, National Association, as Syndication Agent, US Bank National Association, as Syndication Agent, Suntrust Bank, as Documentation Agent and Branch Banking and Trust Company, as Documentation Agent. (Incorporated by reference to the exhibits to the Company's and the Operating Partnership's Annual Report on Form 10-K for the year ended December 31, 2013.) |
| 10.30   | Term loan credit agreement dated February 24, 2012 between Tanger Properties Limited Partnership and Wells Fargo Bank, National Association, as Administrative Agent, Wells Fargo Bank Securities, LLC, SunTrust Robinson Humphrey, Inc.m and PNC Capital Markets LLC, as Joint Lead Arrangers, SunTrust Bank and PNC Bank, National Association, as Co-Syndication Agents, Regions Bank, as Documentation Agent and Wells Fargo Securities, LLC, as Sole Bookrunner. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Current Report on Form 8-K dated February 29, 2012.)   |
| 10.31   | Letter Agreements between the Company and Jack Africk dated February 6, 2014 and May 16, 2014. (Incorporated by reference to the exhibits to the Company's and Operating Partnership's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.)   |
| 10.32   | Second Amended and Restated Credit Agreement, dated as of October 29, 2015 among Tanger Properties Limited Partnership, as the Borrower, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and The Other Lenders Party Thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Well Fargo Securities, LLC, and US Bank National Association, as Joint Bookrunners and Joint Lead Arrangers, Well Fargo Bank, National Association, as Syndication Agent, US Bank National Association, as Syndication Agent, Suntrust Bank, as Documentation Agent, Branch Banking and Trust Company, as Documentation Agent, PNC Bank, National Association as Document Agent, and Regions Bank as Managing Agent.   |
| 12.1    | Ratio of Earnings to Fixed Charges and Ratio of Earnings to Fixed Charges and Preferred Dividends.   |
| 12.2    | Ratio of Earnings to Fixed Charges and Ratio of Earnings to Fixed Charges and Preferred Distributions.   |
| 21.1    | List of Subsidiaries of the Company.   |
| 21.2    | List of Subsidiaries of the Operating Partnership.   |

- 23.1 Consent of PricewaterhouseCoopers LLP.
- 23.2 Consent of PricewaterhouseCoopers LLP.
- 31.1 Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Tanger Factory Outlet Centers, Inc.
- 31.2 Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Tanger Factory Outlet Centers, Inc.
- 31.3 Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Tanger Properties Limited Partnership.
- 31.4 Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Tanger Properties Limited Partnership.
- 32.1 Principal Executive Officer Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Tanger Factory Outlet Centers, Inc.
- 32.2 Principal Financial Officer Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Tanger Factory Outlet Centers, Inc.
- 32.3 Principal Executive Officer Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Tanger Properties Limited Partnership.
- 32.4 Principal Financial Officer Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Tanger Properties Limited Partnership.
- 101.1 The following Tanger Factory Outlet Centers, Inc. and Tanger Properties Limited Partnership financial information for the year ended December 31, 2015, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Other Comprehensive Income (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows and (vi) Notes to the Consolidated Financial Statements.

\* Management contract or compensatory plan or arrangement.

**SIGNATURES of Tanger Factory Outlet Centers, Inc.**

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/ Steven B. Tanger  
Steven B. Tanger  
President and Chief Executive Officer

February 23, 2016

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:

| <u>Signature</u>  | <u>Title</u>   | <u>Date</u>       |
|---|--|-------------------|
| <u>/s/ William G. Benton</u><br>William G. Benton               | Non-Executive Chairman of the Board of Directors                                   | February 23, 2016 |
| <u>/s/ Steven B. Tanger</u><br>Steven B. Tanger                 | Director, President and Chief Executive Officer (Principal Executive Officer)      | February 23, 2016 |
| <u>/s/ Frank C. Marchisello Jr.</u><br>Frank C. Marchisello Jr. | Executive Vice President and Chief Financial Officer (Principal Financial Officer) | February 23, 2016 |
| <u>/s/ James F. Williams</u><br>James F. Williams               | Senior Vice President, Chief Accounting Officer (Principal Accounting Officer)     | February 23, 2016 |
| <u>/s/ Jeffrey B. Citrin</u><br>Jeffrey B. Citrin               | Director   | February 23, 2016 |
| <u>/s/ David B. Henry</u><br>David B. Henry                     | Director   | February 23, 2016 |
| <u>/s/ Thomas J. Reddin</u><br>Thomas J. Reddin                 | Director   | February 23, 2016 |
| <u>/s/ Thomas E. Robinson</u><br>Thomas E. Robinson             | Director   | February 23, 2016 |
| <u>/s/ Bridget Ryan-Berman</u><br>Bridget Ryan-Berman           | Director   | February 23, 2016 |
| <u>/s/ Allan L. Schuman</u><br>Allan L. Schuman                 | Director   | February 23, 2016 |

### SIGNATURES of Tanger Properties Limited Partnership

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 PROPERTIES LIMITED PARTNERSHIP

By: Tanger GP Trust, its sole general partner

By: /s/ Steven B. Tanger

Steven B. Tanger

President and Chief Executive Officer

February 23, 2016

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:

| <u>Signature</u>  | <u>Title</u>  | <u>Date</u>       |
|---|---|-------------------|
| <u>/s/ Steven B. Tanger</u><br>Steven B. Tanger                 | Chairman of the Board of Trustees, President and Chief Executive Officer<br>(Principal Executive Officer) | February 23, 2016 |
| <u>/s/ Frank C. Marchisello Jr.</u><br>Frank C. Marchisello Jr. | Vice President and Treasurer (Principal Financial Officer)  | February 23, 2016 |
| <u>/s/ James F. Williams</u><br>James F. Williams               | Vice President and Assistant Treasurer (Principal Accounting Officer)                                     | February 23, 2016 |
| <u>/s/ William G. Benton</u><br>William G. Benton               | Trustee   | February 23, 2016 |
| <u>/s/ Jeffrey B. Citrin</u><br>Jeffrey B. Citrin               | Trustee   | February 23, 2016 |
| <u>/s/ David B. Henry</u><br>David B. Henry                     | Trustee   | February 23, 2016 |
| <u>/s/ Thomas J. Reddin</u><br>Thomas J. Reddin                 | Trustee   | February 23, 2016 |
| <u>/s/ Thomas E. Robinson</u><br>Thomas E. Robinson             | Trustee   | February 23, 2016 |
| <u>/s/ Bridget M. Ryan-Berman</u><br>Bridget M. Ryan-Berman     | Trustee   | February 23, 2016 |
| <u>/s/ Allan L. Schuman</u><br>Allan L. Schuman                 | Trustee   | February 23, 2016 |

## Report of Independent Registered Public Accounting Firm

To Board of Directors and Shareholders of Tanger Factory Outlet Centers, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of comprehensive income, 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, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules appearing under Item 15 (a)(2) present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedules, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedules, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included 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. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP  
Charlotte, North Carolina  
February 23, 2016

## Report of Independent Registered Public Accounting Firm

To the Partner of Tanger Properties Limited Partnership:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of comprehensive income, of equity, and of cash flows present fairly, in all material respects, the financial position of Tanger Properties Limited Partnership and its subsidiaries at December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules appearing under Item 15 (a)(2) present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Operating Partnership maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Operating Partnership's management is responsible for these financial statements and financial statement schedules, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedules, and on the Operating Partnership's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included 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. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP  
Charlotte, North Carolina  
February 23, 2016



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

|  | December 31,        |                     |
|--|---------------------|---------------------|
|  | 2015                | 2014                |
| <b>Assets</b>  |                     |                     |
| Rental property  |                     |                     |
| Land   | \$ 240,267          | \$ 217,994          |
| Buildings, improvements and fixtures   | 2,249,417           | 1,947,083           |
| Construction in progress   | 23,533              | 98,526              |
|  | 2,513,217           | 2,263,603           |
| Accumulated depreciation   | (748,341)           | (662,236)           |
| Total rental property, net   | 1,764,876           | 1,601,367           |
| Cash and cash equivalents  | 21,558              | 16,875              |
| Restricted cash  | 121,306             | —                   |
| Rental property held for sale  | —                   | 46,005              |
| Investments in unconsolidated joint ventures   | 201,083             | 208,050             |
| Deferred lease costs and other intangibles, net  | 127,089             | 140,883             |
| Deferred debt origination costs, net   | 11,882              | 12,126              |
| Prepays and other assets   | 78,913              | 72,354              |
| <b>Total assets</b>  | <b>\$ 2,326,707</b> | <b>\$ 2,097,660</b> |
| <b>Liabilities and Equity</b>  |                     |                     |
| <b>Liabilities</b>   |                     |                     |
| Debt   |                     |                     |
| Senior, unsecured notes (net of discount of \$5,747 and \$6,426, respectively)   | \$ 794,253          | \$ 793,574          |
| Unsecured term loans (net of discount of \$81 and \$241, respectively)   | 267,419             | 267,259             |
| Mortgages payable (including premiums of \$2,448 and \$3,031, respectively)  | 311,834             | 271,361             |
| Unsecured lines of credit  | 190,300             | 111,000             |
| Total debt   | 1,563,806           | 1,443,194           |
| Accounts payable and accrued expenses  | 97,396              | 69,558              |
| Deferred financing obligation  | 28,388              | 28,388              |
| Other liabilities  | 31,085              | 32,634              |
| <b>Total liabilities</b>   | <b>1,720,675</b>    | <b>1,573,774</b>    |
| Commitments and contingencies  | —                   | —                   |
| <b>Equity</b>  |                     |                     |
| Tanger Factory Outlet Centers, Inc.  |                     |                     |
| Common shares, \$.01 par value, 300,000,000 shares authorized, 95,880,825 and 95,509,781 shares issued and outstanding at December 31, 2015 and 2014, respectively | 959                 | 955                 |
| Paid in capital  | 806,379             | 791,566             |
| Accumulated distributions in excess of net income  | (195,486)           | (281,679)           |
| Accumulated other comprehensive loss   | (36,715)            | (14,023)            |
| Equity attributable to Tanger Factory Outlet Centers, Inc.   | 575,137             | 496,819             |
| Equity attributable to noncontrolling interests:   |                     |                     |
| Noncontrolling interests in Operating Partnership  | 30,309              | 26,417              |
| Noncontrolling interests in other consolidated partnerships  | 586                 | 650                 |
| <b>Total equity</b>  | <b>606,032</b>      | <b>523,886</b>      |
| <b>Total liabilities and equity</b>  | <b>\$ 2,326,707</b> | <b>\$ 2,097,660</b> |

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

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

|  | For the years ended December 31, |                  |                   |
|--|----------------------------------|------------------|-------------------|
|  | 2015                             | 2014             | 2013              |
| <b>Revenues</b>  |                                  |                  |                   |
| Base rentals   | \$ 289,688                       | \$ 274,480       | \$ 253,402        |
| Percentage rentals   | 10,157                           | 10,307           | 11,251            |
| Expense reimbursements   | 126,468                          | 122,532          | 109,654           |
| Management, leasing and other services                                   | 5,426                            | 3,591            | 3,080             |
| Other income   | 7,630                            | 7,648            | 7,432             |
| <b>Total revenues</b>  | <b>439,369</b>                   | <b>418,558</b>   | <b>384,819</b>    |
| <b>Expenses</b>  |                                  |                  |                   |
| Property operating   | 146,503                          | 137,422          | 121,046           |
| General and administrative   | 44,469                           | 44,469           | 39,119            |
| Acquisition costs  | —                                | 7                | 1,203             |
| Abandoned pre-development costs  | —                                | 2,365            | —                 |
| Depreciation and amortization  | 103,936                          | 102,432          | 95,746            |
| <b>Total expenses</b>  | <b>294,908</b>                   | <b>286,695</b>   | <b>257,114</b>    |
| <b>Operating income</b>  | <b>144,461</b>                   | <b>131,863</b>   | <b>127,705</b>    |
| <b>Other income (expense)</b>  |                                  |                  |                   |
| Interest expense   | (54,188)                         | (57,931)         | (51,616)          |
| Loss on early extinguishment of debt                                     | —                                | (13,140)         | —                 |
| Gain on sale of assets and interests in unconsolidated entities          | 120,447                          | 7,513            | —                 |
| Gain on previously held interest in acquired joint venture               | —                                | —                | 26,002            |
| Other nonoperating income (expense)                                      | (36)                             | 794              | 190               |
| <b>Income before equity in earnings of unconsolidated joint ventures</b> | <b>210,684</b>                   | <b>69,099</b>    | <b>102,281</b>    |
| Equity in earnings of unconsolidated joint ventures                      | 11,484                           | 9,053            | 11,040            |
| <b>Net income</b>  | <b>222,168</b>                   | <b>78,152</b>    | <b>113,321</b>    |
| Noncontrolling interests in Operating Partnership                        | (11,331)                         | (4,037)          | (5,643)           |
| Noncontrolling interests in other consolidated partnerships              | 363                              | (104)            | (121)             |
| <b>Net income attributable to Tanger Factory Outlet Centers, Inc.</b>    | <b>\$ 211,200</b>                | <b>\$ 74,011</b> | <b>\$ 107,557</b> |
| <b>Basic earnings per common share</b>                                   |                                  |                  |                   |
| Net income   | \$ 2.20                          | \$ 0.77          | \$ 1.14           |
| <b>Diluted earnings per common share</b>                                 |                                  |                  |                   |
| Net income   | \$ 2.20                          | \$ 0.77          | \$ 1.13           |

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

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in thousands)

|   | For the years ended December 31, |                  |                   |
|---|----------------------------------|------------------|-------------------|
|   | 2015                             | 2014             | 2013              |
| <b>Net income</b>   | \$ 222,168                       | \$ 78,152        | \$ 113,321        |
| Other comprehensive loss  |                                  |                  |                   |
| Reclassification adjustments for amounts recognized in net income               | —                                | (741)            | (242)             |
| Foreign currency translation adjustments  | (23,200)                         | (10,042)         | (4,968)           |
| Change in fair value of cash flow hedges  | (711)                            | (1,287)          | 1,382             |
| Other comprehensive loss  | (23,911)                         | (12,070)         | (3,828)           |
| <b>Comprehensive income</b>   | 198,257                          | 66,082           | 109,493           |
| Comprehensive income attributable to noncontrolling interests                   | (9,749)                          | (3,666)          | (5,564)           |
| <b>Comprehensive income attributable to Tanger Factory Outlet Centers, Inc.</b> | <b>\$ 188,508</b>                | <b>\$ 62,416</b> | <b>\$ 103,929</b> |

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

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(in thousands, except share and per share data)

|  | Common<br>shares | Paid in<br>capital | Distributions in<br>excess of<br>earnings | Accumulated other<br>comprehensive<br>income (loss) | Total shareholders'<br>equity | Noncontrolling<br>interest in Operating<br>Partnership | Noncontrolling<br>interests in other<br>consolidated<br>partnerships | Total<br>equity |
|--|------------------|--------------------|---|---|-------------------------------|--|--|-----------------|
| <b>Balance, December 31, 2012</b>  | \$ 941           | \$ 766,056         | \$ (285,588)                              | \$ 1,200  | \$ 482,609                    | \$ 24,432  | \$ 6,834   | \$ 513,875      |
| Net income   | —                | —                  | 107,557                                   | —   | 107,557                       | 5,643  | 121  | 113,321         |
| Other comprehensive loss   | —                | —                  | —   | (3,628)   | (3,628)                       | (200)  | —  | (3,828)         |
| Compensation under Incentive<br>Award Plan                                       | —                | 11,743             | —   | —   | 11,743                        | —  | —  | 11,743          |
| Issuance of 44,500 common<br>shares upon exercise of options                     | —                | 635                | —   | —   | 635                           | —  | —  | 635             |
| Issuance of 450,576 Operating<br>Partnership limited partner units               | —                | —                  | —   | —   | —                             | 13,981   | —  | 13,981          |
| Issuance of 332,373 restricted<br>shares, net of forfeitures                     | 3                | (3)                | —   | —   | —                             | —  | —  | —               |
| Adjustment for noncontrolling<br>interests in Operating<br>Partnership           | —                | 11,130             | —   | —   | 11,130                        | (11,130)   | —  | —               |
| Adjustment for noncontrolling<br>interests in other consolidated<br>partnerships | —                | (576)              | —   | —   | (576)                         | —  | 576  | —               |
| Acquisition of noncontrolling<br>interests in other consolidated<br>partnerships | —                | —                  | —   | —   | —                             | —  | (525)  | (525)           |
| Exchange of 67,428 Operating<br>Partnership units for 67,428<br>common shares    | 1                | (1)                | —   | —   | —                             | —  | —  | —               |
| Common dividends (\$0.8850<br>per share)   | —                | —                  | (87,211)                                  | —   | (87,211)                      | —  | —  | (87,211)        |
| Distributions to noncontrolling<br>interests                                     | —                | —                  | —   | —   | —                             | (4,294)  | (102)  | (4,396)         |
| <b>Balance, December 31, 2013</b>  | \$ 945           | \$ 788,984         | \$ (265,242)                              | \$ (2,428)  | \$ 522,259                    | \$ 28,432  | \$ 6,904   | \$ 557,595      |

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

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(in thousands, except share and per share data)

|  | Common<br>shares | Paid in capital | Distributions in<br>excess of earnings | Accumulated other<br>comprehensive income<br>(loss) | Total shareholders'<br>equity | Noncontrolling<br>interest in Operating<br>Partnership | Noncontrolling<br>interests in other<br>consolidated<br>partnerships | Total<br>equity |
|--|------------------|-----------------|--|---|-------------------------------|--|--|-----------------|
| <b>Balance, December 31, 2013</b>  | \$ 945           | \$ 788,984      | \$ (265,242)                           | \$ (2,428)  | \$ 522,259                    | \$ 28,432  | \$ 6,904   | \$ 557,595      |
| Net income   | —                | —               | 74,011                                 | —   | 74,011                        | 4,037  | 104  | 78,152          |
| Other comprehensive loss   | —                | —               | —                                      | (11,595)  | (11,595)                      | (475)  | —  | (12,070)        |
| Compensation under Incentive Award Plan                                    | —                | 15,459          | —                                      | —   | 15,459                        | —  | —  | 15,459          |
| Issuance of 47,000 common shares upon exercise of options                  | —                | 903             | —                                      | —   | 903                           | —  | —  | 903             |
| Issuance of 1,302,729 restricted common shares, net of forfeitures         | 13               | (13)            | —                                      | —   | —                             | —  | —  | —               |
| Withholding of 412,239 common shares for employee income taxes             | (4)              | (15,516)        | —                                      | —   | (15,520)                      | —  | —  | (15,520)        |
| Adjustment for noncontrolling interests in Operating Partnership           | —                | 741             | —                                      | —   | 741                           | (741)  | —  | —               |
| Adjustment for noncontrolling interests in other consolidated partnerships | —                | 1,009           | —                                      | —   | 1,009                         | —  | (5)  | 1,004           |
| Acquisition of noncontrolling interests in other consolidated partnerships | —                | —               | —                                      | —   | —                             | —  | (6,226)  | (6,226)         |
| Exchange of 66,606 Operating Partnership units for 66,606 common shares    | 1                | (1)             | —                                      | —   | —                             | —  | —  | —               |
| Common dividends (\$.9450 per share)                                       | —                | —               | (90,448)                               | —   | (90,448)                      | —  | —  | (90,448)        |
| Distributions to noncontrolling interests in Operating Partnership         | —                | —               | —                                      | —   | —                             | (4,836)  | (127)  | (4,963)         |
| <b>Balance, December 31, 2014</b>  | \$ 955           | \$ 791,566      | \$ (281,679)                           | \$ (14,023)   | \$ 496,819                    | \$ 26,417  | \$ 650   | \$ 523,886      |

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

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(in thousands, except share and per share data)

|  | Common shares | Paid in capital | Distributions in excess of earnings | Accumulated other comprehensive income (loss) | Total shareholders' equity | Noncontrolling interest in Operating Partnership | Noncontrolling interests in other consolidated partnerships | Total equity |
|--|---------------|-----------------|-------------------------------------|---|----------------------------|--|---|--------------|
| <b>Balance, December 31, 2014</b>  | \$ 955        | \$ 791,566      | \$ (281,679)                        | \$ (14,023)                                   | \$ 496,819                 | \$ 26,417  | \$ 650  | \$ 523,886   |
| Net income   | —             | —               | 211,200                             | —   | 211,200                    | 11,331   | (363)   | 222,168      |
| Other comprehensive loss   | —             | —               | —                                   | (22,692)                                      | (22,692)                   | (1,219)  | —   | (23,911)     |
| Compensation under Incentive Award Plan                                    | —             | 15,550          | —                                   | —   | 15,550                     | —  | —   | 15,550       |
| Issuance of 28,400 common shares upon exercise of options                  | —             | 788             | —                                   | —   | 788                        | —  | —   | 788          |
| Issuance of 348,844 restricted common shares, net of forfeitures           | 4             | (4)             | —                                   | —   | —                          | —  | —   | —            |
| Withholding of 31,863 common shares for employee income taxes              | —             | (1,125)         | —                                   | —   | (1,125)                    | —  | —   | (1,125)      |
| Contributions from noncontrolling interests                                | —             | —               | —                                   | —   | —                          | —  | 461   | 461          |
| Adjustment for noncontrolling interests in Operating Partnership           | —             | (402)           | —                                   | —   | (402)                      | 402  | —   | —            |
| Adjustment for noncontrolling interests in other consolidated partnerships | —             | 6               | —                                   | —   | 6                          | —  | (6)   | —            |
| Exchange of 25,663 Operating Partnership units for 25,663 common shares    | —             | —               | —                                   | —   | —                          | —  | —   | —            |
| Common dividends (\$1.305 per share)                                       | —             | —               | (125,007)                           | —   | (125,007)                  | —  | —   | (125,007)    |
| Distributions to noncontrolling interests in Operating Partnership         | —             | —               | —                                   | —   | —                          | (6,622)  | (156)   | (6,778)      |
| <b>Balance, December 31, 2015</b>  | \$ 959        | \$ 806,379      | \$ (195,486)                        | \$ (36,715)                                   | \$ 575,137                 | \$ 30,309  | \$ 586  | \$ 606,032   |

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

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

|   | For the years ended December 31, |                  |                  |
|---|----------------------------------|------------------|------------------|
|   | 2015                             | 2014             | 2013             |
| <b>Operating Activities</b>   |                                  |                  |                  |
| Net income  | \$ 222,168                       | \$ 78,152        | \$ 113,321       |
| Adjustments to reconcile net income to net cash provided by operating activities:   |                                  |                  |                  |
| Depreciation and amortization   | 103,936                          | 102,432          | 95,746           |
| Amortization of deferred financing costs  | 2,730                            | 2,382            | 2,194            |
| Abandoned pre-development costs   | —                                | 2,365            | —                |
| Casualty gain   | —                                | (486)            | —                |
| Gain on sale of assets and interests in unconsolidated entities                     | (120,447)                        | (7,513)          | —                |
| Gain on previously held interest in acquired joint venture                          | —                                | —                | (26,002)         |
| Equity in earnings of unconsolidated joint ventures                                 | (11,484)                         | (9,053)          | (11,040)         |
| Share-based compensation expense  | 14,712                           | 14,750           | 11,376           |
| Amortization of debt (premiums) and discounts, net                                  | 256                              | (601)            | (886)            |
| Net amortization of market rent rate adjustments                                    | 2,461                            | 3,209            | 1,141            |
| Straight-line rent adjustments  | (6,347)                          | (6,073)          | (5,529)          |
| Payment of discount on extinguishment of debt                                       | —                                | (913)            | —                |
| Distributions of cumulative earnings from unconsolidated joint ventures             | 12,137                           | 9,586            | 5,853            |
| Changes in other asset and liabilities:   |                                  |                  |                  |
| Other assets  | (798)                            | 4,160            | (7,676)          |
| Accounts payable and accrued expenses   | 1,431                            | (3,626)          | 8,988            |
| <b>Net cash provided by operating activities</b>                                    | <b>220,755</b>                   | <b>188,771</b>   | <b>187,486</b>   |
| <b>Investing Activities</b>   |                                  |                  |                  |
| Additions to rental property  | (238,706)                        | (145,896)        | (47,436)         |
| Acquisition of interest in unconsolidated joint venture, net of cash acquired       | —                                | —                | (11,271)         |
| Additions to investments in and notes receivable from unconsolidated joint ventures | (45,286)                         | (142,268)        | (150,854)        |
| Net proceeds on sale of assets and interests in unconsolidated entities             | 164,587                          | 38,993           | —                |
| Change in restricted cash   | (121,306)                        | —                | —                |
| Proceeds from insurance reimbursements  | 649                              | 1,964            | —                |
| Distributions in excess of cumulative earnings from unconsolidated joint ventures   | 26,875                           | 65,336           | 47,149           |
| Additions to non-real estate assets   | (837)                            | (1,053)          | (7,768)          |
| Additions to deferred lease costs   | (7,803)                          | (5,664)          | (4,046)          |
| <b>Net cash used in investing activities</b>  | <b>(221,827)</b>                 | <b>(188,588)</b> | <b>(174,226)</b> |
| <b>Financing Activities</b>   |                                  |                  |                  |
| Cash dividends paid   | (104,877)                        | (90,448)         | (87,211)         |
| Distributions to noncontrolling interests in Operating Partnership                  | (5,561)                          | (4,836)          | (4,294)          |
| Proceeds from debt issuances  | 627,839                          | 931,608          | 785,803          |
| Repayments of debt  | (507,483)                        | (815,690)        | (697,377)        |
| Employee income taxes paid related to shares withheld upon vesting of equity awards | (1,126)                          | (15,520)         | —                |
| Acquisition of noncontrolling interests in other consolidated partnerships          | —                                | —                | (525)            |
| Distributions to noncontrolling interests in other consolidated partnerships        | (156)                            | (127)            | (102)            |
| Additions to deferred financing costs   | (2,829)                          | (3,913)          | (4,001)          |
| Proceeds from exercise of options   | 788                              | 903              | 635              |
| Contributions from noncontrolling interests   | 259                              | —                | —                |
| <b>Net cash provided by (used in) financing activities</b>                          | <b>6,854</b>                     | <b>1,977</b>     | <b>(7,072)</b>   |
| Effect of foreign currency rate changes on cash and cash equivalents                | (1,099)                          | (526)            | (1,282)          |
| Net increase in cash and cash equivalents   | 4,683                            | 1,634            | 4,906            |
| <b>Cash and cash equivalents, beginning of year</b>                                 | <b>16,875</b>                    | <b>15,241</b>    | <b>10,335</b>    |
| <b>Cash and cash equivalents, end of year</b>                                       | <b>\$ 21,558</b>                 | <b>\$ 16,875</b> | <b>\$ 15,241</b> |

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



**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except for unit data)

|   | December 31,        |                     |
|---|---------------------|---------------------|
|   | 2015                | 2014                |
| <b>Assets</b>   |                     |                     |
| Rental property   |                     |                     |
| Land  | \$ 240,267          | \$ 217,994          |
| Buildings, improvements and fixtures  | 2,249,417           | 1,947,083           |
| Construction in progress  | 23,533              | 98,526              |
|   | 2,513,217           | 2,263,603           |
| Accumulated depreciation  | (748,341)           | (662,236)           |
| Total rental property, net  | 1,764,876           | 1,601,367           |
| Cash and cash equivalents   | 21,552              | 15,806              |
| Restricted cash   | 121,306             | —                   |
| Rental property held for sale   | —                   | 46,005              |
| Investments in unconsolidated joint ventures  | 201,083             | 208,050             |
| Deferred lease costs and other intangibles, net   | 127,089             | 140,883             |
| Deferred debt origination costs, net  | 11,882              | 12,126              |
| Prepays and other assets  | 78,248              | 71,848              |
| <b>Total assets</b>   | <b>\$ 2,326,036</b> | <b>\$ 2,096,085</b> |
| <b>Liabilities and Equity</b>   |                     |                     |
| <b>Liabilities</b>  |                     |                     |
| Debt  |                     |                     |
| Senior, unsecured notes (net of discount of \$5,747 and \$6,426, respectively)  | \$ 794,253          | \$ 793,574          |
| Unsecured term loans (net of discount of \$81 and \$241, respectively)  | 267,419             | 267,259             |
| Mortgages payable (including premiums of \$2,448 and \$3,031, respectively)   | 311,834             | 271,361             |
| Unsecured lines of credit   | 190,300             | 111,000             |
| Total debt  | 1,563,806           | 1,443,194           |
| Accounts payable and accrued expenses   | 96,725              | 67,983              |
| Deferred financing obligation   | 28,388              | 28,388              |
| Other liabilities   | 31,085              | 32,634              |
| <b>Total liabilities</b>  | <b>1,720,004</b>    | <b>1,572,199</b>    |
| Commitments and contingencies   | —                   | —                   |
| <b>Equity</b>   |                     |                     |
| Partners' Equity  |                     |                     |
| General partner, 1,000,000 units outstanding at December 31, 2015 and 2014  | 5,726               | 4,828               |
| Limited partners, 5,052,743 and 5,078,406 Class A units and 94,880,825 and 94,509,781 Class B units outstanding at December 31, 2015 and 2014, respectively | 638,422             | 533,199             |
| Accumulated other comprehensive loss  | (38,702)            | (14,791)            |
| Total partners' equity  | 605,446             | 523,236             |
| Noncontrolling interests in consolidated partnerships   | 586                 | 650                 |
| <b>Total equity</b>   | <b>606,032</b>      | <b>523,886</b>      |
| <b>Total liabilities and equity</b>   | <b>\$ 2,326,036</b> | <b>\$ 2,096,085</b> |

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

**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except per unit data)

|  | For the years ended December 31, |            |            |
|--|----------------------------------|------------|------------|
|  | 2015                             | 2014       | 2013       |
| <b>Revenues</b>  |                                  |            |            |
| Base rentals   | \$ 289,688                       | \$ 274,480 | \$ 253,402 |
| Percentage rentals   | 10,157                           | 10,307     | 11,251     |
| Expense reimbursements   | 126,468                          | 122,532    | 109,654    |
| Management, leasing and other services                                   | 5,426                            | 3,591      | 3,080      |
| Other income   | 7,630                            | 7,648      | 7,432      |
| Total revenues   | 439,369                          | 418,558    | 384,819    |
| <b>Expenses</b>  |                                  |            |            |
| Property operating   | 146,503                          | 137,422    | 121,046    |
| General and administrative   | 44,469                           | 44,469     | 39,119     |
| Acquisition costs  | —                                | 7          | 1,203      |
| Abandoned pre-development costs  | —                                | 2,365      | —          |
| Depreciation and amortization  | 103,936                          | 102,432    | 95,746     |
| Total expenses   | 294,908                          | 286,695    | 257,114    |
| <b>Operating income</b>  | 144,461                          | 131,863    | 127,705    |
| <b>Other income (expense)</b>  |                                  |            |            |
| Interest expense   | (54,188 )                        | (57,931 )  | (51,616 )  |
| Loss on early extinguishment of debt                                     | —                                | (13,140 )  | —          |
| Gain on sale of assets and interests in unconsolidated entities          | 120,447                          | 7,513      | —          |
| Gain on previously held interest in acquired joint venture               | —                                | —          | 26,002     |
| Other nonoperating income (expense)                                      | (36 )                            | 794        | 190        |
| <b>Income before equity in earnings of unconsolidated joint ventures</b> | 210,684                          | 69,099     | 102,281    |
| Equity in earnings of unconsolidated joint ventures                      | 11,484                           | 9,053      | 11,040     |
| <b>Net income</b>  | 222,168                          | 78,152     | 113,321    |
| Noncontrolling interests in consolidated partnerships                    | 363                              | (104 )     | (121 )     |
| <b>Net income available to partners</b>                                  | 222,531                          | 78,048     | 113,200    |
| <b>Net income available to limited partners</b>                          | 220,328                          | 77,263     | 112,047    |
| <b>Net income available to general partner</b>                           | \$ 2,203                         | \$ 785     | \$ 1,153   |
| <b>Basic earnings per common unit</b>                                    |                                  |            |            |
| Net income   | \$ 2.21                          | \$ 0.77    | \$ 1.14    |
| <b>Diluted earnings per common unit</b>                                  |                                  |            |            |
| Net income   | \$ 2.20                          | \$ 0.77    | \$ 1.13    |

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

**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in thousands)

|  | For the years ended December 31, |                  |                   |
|--|----------------------------------|------------------|-------------------|
|  | 2015                             | 2014             | 2013              |
| <b>Net income</b>  | \$ 222,168                       | \$ 78,152        | \$ 113,321        |
| Other comprehensive loss   |                                  |                  |                   |
| Reclassification adjustments for amounts recognized in net income                          | —                                | (741)            | (242)             |
| Foreign currency translation adjustments   | (23,200)                         | (10,042)         | (4,968)           |
| Change in fair value of cash flow hedges   | (711)                            | (1,287)          | 1,382             |
| Other comprehensive loss   | (23,911)                         | (12,070)         | (3,828)           |
| <b>Comprehensive income</b>  | 198,257                          | 66,082           | 109,493           |
| Comprehensive income attributable to noncontrolling interests in consolidated partnerships | 363                              | (104)            | (121)             |
| <b>Comprehensive income attributable to the Operating Partnership</b>                      | <b>\$ 198,620</b>                | <b>\$ 65,978</b> | <b>\$ 109,372</b> |

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

**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF EQUITY**  
(in thousands, except unit and per unit data)

|  | General partner | Limited partners | Accumulated other comprehensive income (loss) | Total partners' equity | Noncontrolling interests in consolidated partnerships | Total equity |
|--|-----------------|------------------|---|------------------------|---|--------------|
| <b>Balance, December 31, 2012</b>  | \$ 4,720        | \$ 501,214       | \$ 1,107                                      | \$ 507,041             | \$ 6,834  | \$ 513,875   |
| Net income   | 1,153           | 112,047          | —   | 113,200                | 121   | 113,321      |
| Other comprehensive loss   | —               | —                | (3,828)                                       | (3,828)                | —   | (3,828)      |
| Compensation under Incentive Award Plan                                    | —               | 11,743           | —   | 11,743                 | —   | 11,743       |
| Issuance of 44,500 common units upon exercise of options                   | —               | 635              | —   | 635                    | —   | 635          |
| Issuance of 450,576 limited partner units                                  | —               | 13,981           | —   | 13,981                 | —   | 13,981       |
| Issuance of 332,373 restricted units, net of forfeitures                   | —               | —                | —   | —                      | —   | —            |
| Adjustments for noncontrolling interests in consolidated partnerships      | —               | (576)            | —   | (576)                  | 576   | —            |
| Acquisition of noncontrolling interests in consolidated partnerships       | —               | —                | —   | —                      | (525)   | (525)        |
| Common distributions (\$0.8850 per common unit)                            | (885)           | (90,620)         | —   | (91,505)               | —   | (91,505)     |
| Distributions to noncontrolling interests                                  | —               | —                | —   | —                      | (102)   | (102)        |
| <b>Balance, December 31, 2013</b>  | \$ 4,988        | \$ 548,424       | \$ (2,721)                                    | \$ 550,691             | \$ 6,904  | \$ 557,595   |
| Net income   | 785             | 77,263           | —   | 78,048                 | 104   | 78,152       |
| Other comprehensive loss   | —               | —                | (12,070)                                      | (12,070)               | —   | (12,070)     |
| Compensation under Incentive Award Plan                                    | —               | 15,459           | —   | 15,459                 | —   | 15,459       |
| Issuance of 47,000 common units upon exercise of options                   | —               | 903              | —   | 903                    | —   | 903          |
| Issuance of 1,302,729 restricted common units, net of forfeitures          | —               | —                | —   | —                      | —   | —            |
| Withholding of 412,239 common units for employee income taxes              | —               | (15,520)         | —   | (15,520)               | —   | (15,520)     |
| Adjustment for noncontrolling interests in other consolidated partnerships | —               | 1,009            | —   | 1,009                  | (5)   | 1,004        |
| Acquisition of noncontrolling interests in consolidated partnerships       | —               | —                | —   | —                      | (6,226)   | (6,226)      |
| Common distributions (\$.9450 per common unit)                             | (945)           | (94,339)         | —   | (95,284)               | —   | (95,284)     |
| Distributions to noncontrolling interests                                  | —               | —                | —   | —                      | (127)   | (127)        |
| <b>Balance, December 31, 2014</b>  | \$ 4,828        | \$ 533,199       | \$ (14,791)                                   | \$ 523,236             | \$ 650  | \$ 523,886   |
| Net income   | 2,203           | 220,328          | —   | 222,531                | (363)   | 222,168      |
| Other comprehensive loss   | —               | —                | (23,911)                                      | (23,911)               | —   | (23,911)     |
| Compensation under Incentive Award Plan                                    | —               | 15,550           | —   | 15,550                 | —   | 15,550       |
| Issuance of 28,400 common units upon exercise of options                   | —               | 788              | —   | 788                    | —   | 788          |
| Issuance of 348,844 restricted common units, net of forfeitures            | —               | —                | —   | —                      | —   | —            |
| Withholding of 31,863 common units for employee income taxes               | —               | (1,125)          | —   | (1,125)                | —   | (1,125)      |
| Contributions from noncontrolling interests                                | —               | —                | —   | —                      | 461   | 461          |
| Adjustment for noncontrolling interests in other consolidated partnerships | —               | 6                | —   | 6                      | (6)   | —            |
| Common distributions (\$1.305 per common unit)                             | (1,305)         | (130,324)        | —   | (131,629)              | —   | (131,629)    |
| Distributions to noncontrolling interests                                  | —               | —                | —   | —                      | (156)   | (156)        |
| <b>Balance, December 31, 2015</b>  | \$ 5,726        | \$ 638,422       | \$ (38,702)                                   | \$ 605,446             | \$ 586  | \$ 606,032   |

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

**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

|   | For the years ended December 31, |                  |                  |
|---|----------------------------------|------------------|------------------|
|   | 2015                             | 2014             | 2013             |
| <b>Operating activities</b>   |                                  |                  |                  |
| Net income  | \$ 222,168                       | \$ 78,152        | \$ 113,321       |
| Adjustments to reconcile net income to net cash provided by operating activities:   |                                  |                  |                  |
| Depreciation and amortization   | 103,936                          | 102,432          | 95,746           |
| Amortization of deferred financing costs  | 2,730                            | 2,382            | 2,194            |
| Abandoned pre-development costs   | —                                | 2,365            | —                |
| Casualty gain   | —                                | (486)            | —                |
| Gain on sale of assets and interests in unconsolidated entities                     | (120,447)                        | (7,513)          | —                |
| Gain on previously held interest in acquired joint venture                          | —                                | —                | (26,002)         |
| Equity in earnings of unconsolidated joint ventures                                 | (11,484)                         | (9,053)          | (11,040)         |
| Equity-based compensation expense   | 14,712                           | 14,750           | 11,376           |
| Amortization of debt (premiums) and discounts, net                                  | 256                              | (601)            | (886)            |
| Net amortization of market rent rate adjustments                                    | 2,461                            | 3,209            | 1,141            |
| Straight-line rent adjustments  | (6,347)                          | (6,073)          | (5,529)          |
| Payment of discount on extinguishment of debt                                       | —                                | (913)            | —                |
| Distributions of cumulative earnings from unconsolidated joint ventures             | 12,137                           | 9,586            | 5,853            |
| Increases (decreases) due to changes in:  |                                  |                  |                  |
| Other assets  | (639)                            | 4,417            | (7,861)          |
| Accounts payable and accrued expenses   | 2,335                            | (4,695)          | 8,956            |
| <b>Net cash provided by operating activities</b>                                    | <b>221,818</b>                   | <b>187,959</b>   | <b>187,269</b>   |
| <b>Investing activities</b>   |                                  |                  |                  |
| Additions to rental property  | (238,706)                        | (145,896)        | (47,436)         |
| Acquisition of interest in unconsolidated joint venture, net of cash acquired       | —                                | —                | (11,271)         |
| Additions to investments in and notes receivable from unconsolidated joint ventures | (45,286)                         | (142,268)        | (150,854)        |
| Net proceeds on sale of assets and interests in unconsolidated entities             | 164,587                          | 38,993           | —                |
| Change in restricted cash   | (121,306)                        | —                | —                |
| Proceeds from insurance reimbursements  | 649                              | 1,964            | —                |
| Distributions in excess of cumulative earnings from unconsolidated joint ventures   | 26,875                           | 65,336           | 47,149           |
| Additions to non-real estate assets   | (837)                            | (1,053)          | (7,768)          |
| Additions to deferred lease costs   | (7,803)                          | (5,664)          | (4,046)          |
| <b>Net cash used in investing activities</b>  | <b>(221,827)</b>                 | <b>(188,588)</b> | <b>(174,226)</b> |
| <b>Financing activities</b>   |                                  |                  |                  |
| Cash distributions paid   | (110,438)                        | (95,284)         | (91,505)         |
| Proceeds from debt issuance   | 627,839                          | 931,608          | 810,803          |
| Repayments of debt  | (507,483)                        | (815,690)        | (722,377)        |
| Employee income taxes paid related to shares withheld upon vesting of equity awards | (1,126)                          | (15,520)         | —                |
| Acquisition of noncontrolling interests in other consolidated partnerships          | —                                | —                | (525)            |
| Distributions to noncontrolling interests in other consolidated partnerships        | (156)                            | (127)            | (102)            |
| Additions to deferred financing costs   | (2,829)                          | (3,913)          | (4,001)          |
| Proceeds from exercise of options   | 788                              | 903              | 635              |
| Contributions from noncontrolling interests   | 259                              | —                | —                |
| <b>Net cash provided by (used in) financing activities</b>                          | <b>6,854</b>                     | <b>1,977</b>     | <b>(7,072)</b>   |
| Effect of foreign currency rate changes on cash and cash equivalents                | (1,099)                          | (526)            | (1,282)          |
| Net increase in cash and cash equivalents   | 5,746                            | 822              | 4,689            |
| <b>Cash and cash equivalents, beginning of year</b>                                 | <b>15,806</b>                    | <b>14,984</b>    | <b>10,295</b>    |
| <b>Cash and cash equivalents, end of year</b>                                       | <b>\$ 21,552</b>                 | <b>\$ 15,806</b> | <b>\$ 14,984</b> |

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

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS OF  
TANGER FACTORY OUTLET CENTERS, INC. AND  
TANGER PROPERTIES LIMITED PARTNERSHIP**

**1. Organization of the Company**

Tanger Factory Outlet Centers, Inc. and subsidiaries is one of the largest owners and operators of outlet centers in the United States and Canada. We are a fully-integrated, self-administered and self-managed real estate investment trust ("REIT") which, through our controlling interest in the Operating Partnership, focuses exclusively on developing, acquiring, owning, operating and managing outlet shopping centers. As of December 31, 2015, we owned and operated 34 consolidated outlet centers, with a total gross leasable area of approximately 11.7 million square feet. All references to gross leasable area, square feet, occupancy, stores and store brands contained in the notes to the consolidated financial statements are unaudited. These outlet centers were 97% occupied and contained over 2,400 stores, representing approximately 400 store brands. We also had partial ownership interests in 9 unconsolidated outlet centers totaling approximately 2.7 million square feet, including 4 outlet centers in Canada.

Our outlet centers and other assets are held by, and all of our operations are conducted by, Tanger Properties Limited Partnership and subsidiaries. Accordingly, the descriptions of our business, employees and properties are also descriptions of the business, employees and properties of the Operating Partnership. Unless the context indicates otherwise, the term "Company" refers to Tanger Factory Outlet Centers, Inc. and subsidiaries and the term "Operating Partnership" refers to Tanger Properties Limited Partnership and subsidiaries. The terms "we", "our" and "us" refer to the Company or the Company and the Operating Partnership together, as the text requires.

The Company owns the majority of the units of partnership interest issued by the Operating Partnership through its two wholly-owned subsidiaries, Tanger GP Trust and Tanger LP Trust. Tanger GP Trust controls the Operating Partnership as its sole general partner. Tanger LP Trust holds a limited partnership interest. As of December 31, 2015, the Company, through its ownership of Tanger GP Trust and Tanger LP Trust, owned 95,880,825 units of the Operating Partnership and other limited partners (the "Non-Company LPs") collectively owned 5,052,743 Class A common limited partnership units. Each Class A common limited partnership unit held by the Non-Company LPs is exchangeable for one of the Company's common shares, subject to certain limitations to preserve the Company's status as a REIT. Class B common limited partnership units, which are held by Tanger LP Trust, are not exchangeable for common shares of the Company.

**2. Summary of Significant Accounting Policies**

*Principles of Consolidation* - The consolidated financial statements of the Company include its accounts and its consolidated subsidiaries, as well as the Operating Partnership and its consolidated subsidiaries. The consolidated financial statements of the Operating Partnership include its accounts and its consolidated subsidiaries. Intercompany balances and transactions have been eliminated in consolidation.

We consolidate properties that are wholly owned or properties where we own less than 100% but we control. Control is determined using an evaluation based on accounting standards related to the consolidation of voting interest entities and variable interest entities ("VIE"). For joint ventures that are determined to be a VIE, we consolidate the entity where we are deemed to be the primary beneficiary. Determination of the primary beneficiary is based on whether an entity has (1) the power to direct the activities of the VIE that most significantly impact the entity's economic performance, and (2) the obligation to absorb losses of the entity that could potentially be significant to the VIE or the right to receive benefits from the entity that could potentially be significant to the VIE. Our determination of the primary beneficiary considers all relationships between us and the VIE, including management agreements and other contractual arrangements.

Investments in real estate joint ventures that we do not control but may exercise significant influence on are accounted for using the equity method of accounting. These investments are recorded initially at cost and subsequently adjusted for our equity in the venture's net income or loss, cash contributions, distributions and other adjustments required under the equity method of accounting.

For certain of these investments, we record our equity in the venture's net income or loss under the hypothetical liquidation at book value ("HLBV") method of accounting due to the structures and the preferences we receive on the distributions from our joint ventures pursuant to the respective joint venture agreements for those joint ventures.

Under this method, we recognize income and loss in each period based on the change in liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value. Therefore, income or loss may be allocated disproportionately as compared to the ownership percentages due to specified preferred return rate thresholds and may be more or less than actual cash distributions received and more or less than what we may receive in the event of an actual liquidation. In the event a basis difference is created between our underlying interest in the venture's net assets and our initial investment, we amortize such amount over the estimated life of the venture as a component of equity in earnings of unconsolidated joint ventures.

We separately report investments in joint ventures for which accumulated distributions have exceeded investments in and our share of net income or loss of the joint ventures within other liabilities in the consolidated balance sheets. The carrying amount of our investments in the Charlotte and Galveston/Houston joint ventures are less than zero because of financing or operating distributions that were greater than net income, as net income includes non-cash charges for depreciation and amortization.

We have concluded that our Savannah and Southaven joint ventures are each considered a VIE because our voting rights are disproportionate to our economic interests and substantially all of each venture's activities either involve or are conducted on our behalf. Also, due to certain reconsideration events, we concluded during 2015 that our Westgate joint venture, previously considered a VIE since inception, was no longer considered a VIE.

The operating, development, leasing, and management agreements of Savannah provide that the activities that most significantly impact the economic performance of the venture require unanimous consent. Accordingly, we determined that we are not the primary beneficiary since we do not have the power to direct the significant activities that affect the economic performance of the venture, and have applied the equity method of accounting. The carrying amount of our investment in Savannah is reflected in investments in unconsolidated joint ventures on our consolidated balance sheets and was \$44.4 million as of December 31, 2015. We are unable to estimate our maximum exposure to loss at this time because our guarantees are limited and based on the future operating performance of Savannah.

The management agreement and other contractual arrangements for Southaven give us, but not necessarily our joint venture partner, significant participating rights over activities that most significantly impact the economic performance of the ventures, thus we have concluded that we are the primary beneficiary and have consolidated the venture's balance sheet and results of operations. At December 31, 2015, total assets of this venture were \$81.5 million and total liabilities were \$55.6 million. The primary classification of the assets on the consolidated balance sheets are rental property, net of accumulated depreciation totaling \$76.7 million; cash of \$1.4 million and other assets of \$3.4 million (including deferred lease costs and other intangibles and deferred debt origination costs) and the primary classification of the liabilities include accounts payable and accrued expenses of \$9.8 million and mortgages payable of \$45.8 million. These assets include only those assets that can be used to settle obligations of the VIE. The liabilities include third party liabilities and exclude intercompany balances that are eliminated in consolidation.

*Noncontrolling interests* - In the Company's consolidated financial statements, the "Noncontrolling interests in Operating Partnership" reflects the Non-Company LPs percentage ownership of the Operating Partnership's units. The "Noncontrolling Interests in Other Consolidated Partnerships" consist of outside equity interests in partnerships not wholly-owned by the Company or the Operating Partnership but are consolidated with the financial results of the Company and Operating Partnership because the Operating Partnership exercises control over the entities that own the properties. Noncontrolling interests are initially recorded in the consolidated balance sheets at fair value based upon purchase price allocations. Income is allocated to the noncontrolling interests based on the allocation provisions within the partnership or joint venture agreements.

*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 as well as 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. Estimates are used in the calculations of impairment losses, costs capitalized to originate operating leases, costs incurred for the construction and development of properties, and the values of deferred lease costs and other intangibles related to the acquisition of properties. Actual results could differ from those estimates.

*Operating Segments* - We focus exclusively on developing, acquiring, owning, operating, and managing outlet shopping centers. We aggregate the financial information of all outlet centers into one reportable operating segment because the outlet centers all have similar economic characteristics and provide similar products and services to similar types and classes of customers.

*Rental Property* - Rental properties are recorded at cost less accumulated depreciation. Buildings, improvements and fixtures consist primarily of permanent buildings and improvements made to land such as infrastructure and costs incurred in providing rental space to tenants.

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 construction in progress when the pre-construction tasks are completed. Costs of unsuccessful pre-construction efforts are charged to operations when the project is no longer probable.

We also capitalize other costs incurred for the construction and development of properties, including interest, real estate taxes and payroll and related costs associated with employees directly involved. Capitalization of costs commences at the time the development of the property becomes probable and ceases when the property is substantially completed and ready for its intended use. We consider a construction project as substantially completed and ready for its intended use upon the completion of tenant improvements. We cease capitalization on the portion that is substantially completed and occupied or held available for occupancy, and capitalize only those costs associated with the portion under construction. The amount of payroll and related costs capitalized for the construction and development of properties, which during 2015, 2014 and 2013 amounted to \$3.0 million, \$1.6 million and \$2.2 million, respectively, is based on our estimate of the amount of costs directly related to the construction or development of these assets.

Interest costs are capitalized during periods of active construction for qualified expenditures based upon interest rates in place during the construction period until construction is substantially complete. This includes interest incurred on funds invested in or advanced to unconsolidated joint ventures for qualifying development activities until placed in service. Interest costs capitalized during 2015, 2014 and 2013 amounted to approximately \$3.4 million, \$5.1 million and \$1.6 million, respectively.

Depreciation is computed on the straight-line basis over the estimated useful lives of the assets. We generally use estimated lives of 33 years for buildings and improvements, 15 years for land improvements and 7 years for equipment. Tenant finishing allowances are amortized over the life of the associated lease. Capitalized interest costs are amortized over lives which are consistent with the constructed assets. Expenditures for ordinary maintenance and repairs are charged to operations as incurred while significant renovations and improvements which improve and/or extend the useful life of the asset are capitalized and depreciated over their estimated useful life. Depreciation expense related to rental property included in net income for each of the years ended December 31, 2015, 2014 and 2013 was \$85.9 million, \$80.1 million and \$74.7 million, respectively.



In accordance with accounting guidance for business combinations, we allocate the purchase price of acquisitions based on the fair value of land, building, tenant improvements, debt and deferred lease costs and other intangibles, such as the value of leases with above or below market rents, origination costs associated with the in-place leases, the value of in-place leases and tenant relationships, if any. We depreciate the amount allocated to building, deferred lease costs and other intangible assets over their estimated useful lives, which range up to 33 years. The values of the above and below market leases are amortized and recorded as either an increase (in the case of below market leases) or a decrease (in the case of above market leases) to rental income over the remaining term of the associated lease. The values of below market leases that are considered to have renewal periods with below market rents are amortized over the remaining term of the associated lease plus the renewal periods when the renewal is deemed probable to occur. The value associated with in-place leases is amortized over the remaining lease term and tenant relationships is amortized over the expected term, which includes an estimated probability of the lease renewal. If a tenant terminates its lease prior to the contractual termination of the lease and no rental payments are being made on the lease, any unamortized balance of the related intangibles is written off. The tenant improvements and origination costs are amortized as an expense over the remaining life of the lease (or charged against earnings if the lease is terminated prior to its contractual expiration date). We assess fair value based on estimated cash flow projections that utilize appropriate discount and capitalization rates and available market information. These cash flow projections may be derived from various observable and unobservable inputs and assumptions. Also, we may utilize third-party valuation specialists. As a part of acquisition accounting, the amount by which the fair value of our previously held equity method investment exceeds the carrying book value is recorded as a gain on previously held interest in acquired joint venture. Direct costs to acquire existing outlet centers are expensed as incurred.

*Cash, Cash Equivalents and Restricted Cash* - All highly liquid investments with an original maturity of three months or less at the date of purchase are considered to be 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. At December 31, 2015 and 2014, we had cash equivalent investments in highly liquid money market accounts at major financial institutions of \$671,000.

The restricted cash represents the cash proceeds from property sales that are being held by a qualified intermediary in anticipation of such amounts subsequently being invested in a tax efficient manner under Section 1031 of the Internal Revenue Code of 1986, as amended.

*Deferred Charges* - Deferred charges includes deferred lease costs and other intangible assets consisting of fees and costs incurred to originate operating leases and are amortized over the expected lease term. Deferred lease costs capitalized, including amounts paid to third-party brokers and payroll and related costs of employees directly involved in originating leases, during 2015, 2014 and 2013 were approximately \$7.8 million, \$6.2 million and \$4.0 million, respectively. Of the amounts capitalized during 2015, 2014 and 2013, approximately \$6.2 million, \$5.1 million, and \$2.9 million, respectively, were related to payroll and related costs. The amount of payroll and related costs capitalized is based on our estimate of the time and amount of costs directly related to originating leases. Deferred lease costs and other intangible assets also include the value of leases and origination costs deemed to have been acquired in real estate acquisitions.

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.

*Captive Insurance* - We have a wholly-owned captive insurance company that is responsible for losses up to certain deductible levels per occurrence for property damage (including wind damage from hurricanes) prior to third-party insurance coverage. Insurance losses are reflected in property operating expenses and include estimates of costs incurred, both reported and unreported.

*Impairment of Long-Lived Assets* - Rental property held and used by us 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. Fair value is determined using a market approach whereby we consider the prevailing market income capitalization rates and sales data for transactions involving similar assets. We recognized no impairment losses during the years ended December 31, 2015, 2014, and 2013, respectively. Also, we believe there were no unrecorded impairment losses for the years ended December 31, 2015, 2014 and 2013, respectively.

*Rental Property Held For Sale* - Rental properties designated as held for sale are stated at the lower of their carrying value or their fair value less costs to sell. We classify rental property as held for sale when our Board of Directors approves the sale of the assets and it meets the requirements of current accounting guidance. Subsequent to this classification, no further depreciation is recorded on the assets.

*Impairment of Investments* - On a periodic basis, we assess whether there are any indicators that the value of our investments in unconsolidated joint ventures may be impaired. An investment is impaired only if management's estimate of the value of the investment is less than the carrying value of the investments, and such decline in value is deemed to be other than temporary. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the investment over the value of the investment. Our estimates of value for each joint venture investment are based on a number of assumptions that are subject to economic and market uncertainties including, among others, demand for space, competition for tenants, discount and capitalization rates, changes in market rental rates and operating costs of the property. As these factors are difficult to predict and are subject to future events that may alter our assumptions, the values estimated by us in our impairment analysis may not be realized. As of December 31, 2015 and 2014, we do not believe that any of our equity investments were impaired.

*Derivatives* - We selectively enter into interest rate protection agreements to mitigate the impact of 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.

We recognize all derivatives as either assets or liabilities in the consolidated balance sheets and measure those instruments at their fair value. We also measure the effectiveness, as defined by the relevant accounting guidance, of all derivatives. 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 cash flow hedge 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 the Company to qualify as a REIT under the Internal Revenue 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 the Company's taxable income to its shareholders. Accordingly, no provision has been made in the Company's consolidated financial statements for Federal income taxes. As a partnership, the allocated share of income or loss for the year with respect to the Operating Partnership is included in the income tax returns for the partners; accordingly, no provision has been made for Federal income taxes in the Operating Partnership's consolidated financial statements. In addition, we continue to evaluate uncertain tax positions. The tax years 2012 - 2015 remain open to examination by the major tax jurisdictions to which we are subject.

With regard to the Company's unconsolidated Canadian joint ventures, deferred tax assets result principally from depreciation deducted under United States Generally Accepted Accounting Principles ("GAAP") that exceed capital cost allowances claimed under Canadian tax rules. A valuation allowance is provided if we believe all or some portion of the deferred tax asset may not be realized. We have determined that a full valuation allowance is required as we believe none of the deferred tax assets will be realized.

For income tax purposes, distributions paid to the Company's common shareholders consist of ordinary income, capital gains, return of capital or a combination thereof. Dividends per share for the years ended December 31, 2015, 2014 and 2013 were taxable as follows:

| Common dividends per share: | 2015      | 2014      | 2013      |
|-----------------------------|-----------|-----------|-----------|
| Ordinary income             | \$ 1.2850 | \$ 0.7645 | \$ 0.7894 |
| Capital gain                | 0.0200    | —         | 0.0115    |
| Return of capital           | —         | 0.1805    | 0.0841    |
|                             | \$ 1.3050 | \$ 0.9450 | \$ 0.8850 |

The following reconciles net income available to the Company's shareholders to taxable income available to common shareholders for the years ended December 31, 2015, 2014 and 2013 (in thousands):

|  | 2015       | 2014      | 2013       |
|--|------------|-----------|------------|
| Net income available to the Company's shareholders         | \$ 211,200 | \$ 74,011 | \$ 107,557 |
| Book/tax difference on:                                    |            |           |            |
| Depreciation and amortization                              | 12,446     | 20,575    | (10,697)   |
| Sale of assets and interests in unconsolidated entities    | (110,248)  | (9,524)   | (1,805)    |
| Equity in earnings from unconsolidated joint ventures      | 6,772      | 12,910    | 5,601      |
| Share-based payment compensation                           | 4,751      | (37,193)  | (3,818)    |
| Gain on previously held interest in acquired joint venture | —          | —         | (24,710)   |
| Other differences  | (2,831)    | 1,205     | (5,823)    |
| Taxable income available to common shareholders            | \$ 122,090 | \$ 61,984 | \$ 66,305  |

**Revenue Recognition** - Base rentals are recognized on a straight-line basis over the term of the lease. Straight-line rent adjustments recorded as a receivable in other assets on the consolidated balance sheets were approximately \$40.6 million and \$34.6 million as of December 31, 2015 and 2014, respectively. As a provision of a tenant lease, if we make a cash payment to the tenant for purposes other than funding the construction of landlord assets, we defer the amount of such payments as a lease incentive. We amortize lease incentives as a reduction of base rental revenue 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 as revenue from the time the payment is receivable until the tenant vacates the space. The values of the above and below market leases are amortized and recorded as either an increase (in the case of below market leases) or a decrease (in the case of above market leases) to rental income over the remaining term of the associated lease. If a tenant terminates its lease prior to the original contractual termination of the lease and no rental payments are being made on the lease, any unamortized balance of the related above or below market lease value will be written off.

We receive development, leasing, loan guarantee, management and marketing fees from third parties and unconsolidated affiliates for services provided to properties held in joint ventures. Development and leasing fees received from unconsolidated affiliates are recognized as revenue when earned to the extent of the third party partners' ownership interest. Development and leasing fees earned to the extent of our ownership interest are recorded as a reduction to our investment in the unconsolidated affiliate. Loan guarantee fees are recognized over the term of the guarantee. Management fees and marketing fees are recognized as revenue when earned. Fees recognized from these activities are shown as management, leasing and other services in our consolidated statements of operations. Fees received from consolidated joint ventures are eliminated in consolidation.

**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 or gross leasable area during 2015, 2014 or 2013.

*Supplemental Cash Flow Information* - We purchase capital equipment and incur costs relating to construction of new facilities, including tenant finishing allowances. Expenditures for these items included in trade payables as of December 31, 2015, 2014 and 2013 amounted to \$28.7 million, \$23.0 million and \$9.8 million, respectively.

Non-cash investing activities that occurred during 2014 related to the acquisition of the remaining non-controlling interest in The Outlets at Hershey, as discussed in Note 3. In September 2011, we purchased substantially all of the economic interests in The Outlets at Hershey, a 248,000 square foot outlet center. A portion of the cash consideration paid to the buyer included a \$6.2 million loan, which was included in other assets in the consolidated balance sheets, collateralized by their remaining ownership interest in the property. In October 2014, the loan was canceled in exchange for this remaining ownership interest in the property.

A non-cash financing activity that occurred during the 2015 period related to a special dividend of \$21.2 million that was declared in December 2015 and paid in January 2016. Non-cash financing activities that occurred during the 2013 period related to the acquisition of a controlling interest in Deer Park, as discussed in Note 3, included the assumption of debt totaling \$237.9 million, and the issuance of \$14.0 million in Class A common limited partnership units of the Operating Partnership as a portion of the consideration given. In addition, rental property and lease related intangible assets increased by \$27.9 million related to the fair value of the one-third interest owned by Deer Park's other remaining partner and \$26.0 million related to the fair value of our previously held interest in excess of carrying amount.

Interest paid, net of interest capitalized, in 2015, 2014 and 2013 was \$49.5 million, \$55.4 million and \$48.0 million, respectively.

*Accounting for Equity-Based Compensation* - We have a shareholder approved equity-based compensation plan, the Incentive Award Plan of Tanger Factory Outlet Centers and Tanger Properties Limited Partnership (Amended and Restated as of April 4, 2014) (the "Plan"), which covers our independent directors, officers and our employees. We may issue non-qualified options and other equity-based awards under the Plan. We account for our equity-based compensation plan under the fair value provisions of the relevant accounting guidance.

*Foreign Currency Translation* - We have entered into a co-ownership agreement with RioCan Real Estate Investment Trust to develop and acquire outlet centers in Canada for which the functional currency is the local currency. The assets and liabilities related to our investments in Canada are translated from their functional currency into U.S. Dollars at the rate of exchange in effect on the balance sheet date. Income statement accounts are translated using the average exchange rate for the period. Our share of unrealized gains and losses resulting from the translation of these financial statements are reflected in equity as a component of accumulated other comprehensive loss in the consolidated balance sheets.

*New Accounting Pronouncements* - In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2015-03, Simplifying the Presentation of Debt Issuance Costs, which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the associated debt liability. The guidance in the new standard is limited to the presentation of debt issuance costs. The standard does not affect the recognition and measurement of debt issuance costs. Early adoption is permitted for financial statements that have not been previously issued. The new guidance will be applied on a retrospective basis. The standard is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. We do not expect the adoption of this standard to have a material impact on our financial position, results of operations or cash flows.

In February 2015, FASB issued ASU No. 2015-02, Consolidation (Topic 810): Amendments to the Consolidation Analysis. ASU 2015-02 affects reporting entities that are required to evaluate whether they should consolidate certain legal entities. ASU 2015-02 modifies the evaluation of whether limited partnerships and similar legal entities are VIEs or voting interest entities, eliminates the presumption that a general partner should consolidate a limited partnership and affects the consolidation analysis of reporting entities that are involved with VIEs, particularly those that have fee arrangements and related party relationships. ASU 2015-02 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. We expect that the adoption of this standard during the first quarter of 2016 will not have a material impact on our financial position, results of operations or cash flows, but may result in additional disclosures.

In August 2014, the FASB issued ASU No. 2014-15 Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern, which requires management to evaluate whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern, and to provide certain disclosures when it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued. ASU 2014-15 is effective for the annual period ending December 31, 2016 and for annual periods and interim periods thereafter with early adoption permitted. We are currently evaluating the new guidance to determine the impact it may have on our consolidated financial statements.

In April 2014, the FASB issued ASU No. 2014-08, Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity (the "Final Standard"). Under the Final Standard, only disposals representing a strategic shift in operations (e.g., a disposal of a major geographic area, a major line of business or a major equity method investment) will be presented as discontinued operations. Under previous GAAP, companies that sold a single investment property were generally required to report the sale as a discontinued operation, which required the companies to reclassify earnings from continuing operations for all periods presented. The Final Standard is effective in the first quarter of 2015 for public entities with calendar year ends. The FASB will permit early adoption of the Final Standard, beginning in the first quarter of 2014, but only for disposals or classifications as held for sale that have not been reported in financial statements previously issued or available for issuance. We early adopted the standard in the first quarter of 2014. See Note 4 Disposition of Properties and Properties Held for Sale for further information.

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. This ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We are required to adopt the new pronouncement in the first quarter of fiscal 2018 using one of two retrospective application methods. We are currently evaluating the new guidance to determine the impact it may have on our consolidated financial statements.

*Operating Partnership Unit Split* - In August 2013, the Operating Partnership's operating agreement was amended to, among other things, effect a four-for-one split of the outstanding partnership units. After the effect of the split, each Class A common limited partnership unit held by Non-Company LPs may be exchanged for one common share of the Company. Prior to the split, each unit held by the Non-Company LPs was exchangeable for four common shares of the Company. All references to the number of units outstanding and per unit amounts reflect the effect of the split for all periods presented.

*Reclassifications* - We have revised the previously reported amounts in the consolidated statement of cash flows to reclassify approximately \$2.1 million related to tax increment financing for the year ended December 31, 2014 to the caption "additions to rental property" from the caption "proceeds from tax increment financing" to conform to the presentation of the consolidated statement of cash flows for the year ended December 31, 2015. We have concluded the previously reported financial statements were not materially misstated as a result of this revision.

### 3. Acquisition of Rental Property

#### 2014 Acquisitions

In September 2011, we purchased substantially all of the economic interests in The Outlets at Hershey, a 248,000 square foot outlet center. A portion of the cash consideration paid to the buyer included a \$6.2 million loan, which was included in other assets in the consolidated balance sheets, collateralized by their remaining ownership interest in the property. In October 2014, the loan was canceled in exchange for this remaining ownership interest in the property.

#### 2013 Acquisitions

In August 2013, Deer Park completed a refinancing of its existing debt and then immediately restructured the ownership whereby we acquired an additional ownership interest in the property from one of the partners which gave us a controlling interest. With the acquisition of this additional interest, we have consolidated the property for financial reporting purposes since the acquisition date, and remeasured our previously held interest that was accounted for as an equity method investment.

Prior to the acquisition, Deer Park successfully negotiated new financing of the debt obligations for the previous mortgage and mezzanine loans totaling approximately \$238.5 million, with a \$150.0 million mortgage loan. The new five year mortgage loan bears interest at a 150 basis point spread over LIBOR. The previous mortgage and mezzanine loans were in default, and as part of the refinancing, all default interest associated with the loans was waived. Utilizing funding from our existing unsecured lines of credit, we loaned approximately \$89.5 million at a rate of LIBOR plus 3.25% and due on August 30, 2020 to the Deer Park joint venture representing the remaining amount necessary to repay the previous mortgage and mezzanine loans. As a result of the refinancing, Deer Park recorded a gain on early extinguishment of debt of approximately \$13.8 million. Our share of this gain along with our share of the income from the settlement of a lawsuit by Deer Park with a third party totaled approximately \$7.8 million, which has been included in equity in earnings (losses) of unconsolidated joint ventures in the consolidated statement of operations for the year ended December 31, 2013.

Subsequent to the debt extinguishment, we acquired an additional one-third interest in the Deer Park property from one of the owners, bringing our total ownership to a two-thirds interest, for total consideration of approximately \$27.9 million, including \$13.9 million in cash and 450,576 in Class A common limited partnership units of Tanger Properties Limited Partnership, which are exchangeable for an equivalent number of the Company's common shares. This transaction was accounted for as a business combination resulting in the assets acquired and liabilities assumed being recorded at fair value as a result of the step acquisition. Prior to the acquisition, the joint venture was considered a variable interest entity and was accounted for under the equity method of accounting since we did not have the ability to direct the significant activities that affect the economic performance of the venture as a one-third owner. Upon acquiring an additional one-third interest, we determined, based on the acquisition agreement and other transaction documents which amended our rights with respect to the property and our obligations with respect to the additional one-third interest, that we control the property assets and direct the property's significant activities and therefore, consolidate the property's assets and liabilities.

The following table illustrates the fair value of the total consideration transferred and the amounts of the identifiable assets acquired and liabilities assumed at the acquisition date (in thousands):

|   |    |        |
|---|----|--------|
| Cash transferred  | \$ | 13,939 |
| Common limited partnership units issued                                     |    | 13,981 |
| Fair value of total consideration transferred to acquire one-third interest |    | 27,920 |
| Fair value of our previously held one-third interest                        |    | 27,920 |
| Fair value of noncontrolling interest                                       |    | 27,920 |
| Fair value of net assets acquired   | \$ | 83,760 |

The aggregate purchase price of the property was allocated as follows:

|   | Fair Value<br>(in thousands) | Weighted-Average<br>Amortization Period (in years) |
|---|------------------------------|--|
| Land  | \$ 82,413                    |  |
| Buildings, improvements and fixtures                            | 172,694                      |  |
| Deferred lease costs and other intangibles                      |                              |  |
| Above market lease value  | 18,807                       | 11.9   |
| Below market lease value  | (12,658)                     | 18.5   |
| Lease in place value  | 28,846                       | 7.6  |
| Tenant relationships  | 27,594                       | 19.0   |
| Lease and legal costs   | 1,724                        | 8.9  |
| Total deferred lease costs and other intangibles, net           | 64,313                       |  |
| Other identifiable assets acquired and liabilities assumed, net | 2,265                        |  |
| Debt  | (237,925)                    |  |
| Total fair value of net assets acquired                         | \$ 83,760                    |  |

There was no contingent consideration associated with this acquisition. We incurred approximately \$1.0 million in third-party acquisition costs which were expensed as incurred. As a part of the acquisition accounting, we recorded a gain of \$26.0 million which represented the difference between the carrying book value and the fair value of our previously held equity method investment in Deer Park.

Following the acquisition, we and the noncontrolling interest restructured certain aspects of our ownership of the property, whereby we receive substantially all of the economics generated by the property and would have substantial control over the property's financial activities. We and the noncontrolling interest entered into a triple net lease agreement with a different wholly-owned subsidiary of ours which operates the property as lessee. Under the new structure, we will serve as property manager and control the management, leasing, marketing and other operations of the property. We and the noncontrolling interest will receive, in proportion to our respective ownership interests, fixed annual lease payments of approximately \$2.5 million, plus an amount necessary to pay the interest expense on debt related to the property. In addition, we and the noncontrolling interest have entered into an agreement whereby they may require us to acquire their ownership interest in the property on the second anniversary of the acquisition date for a price of \$28.4 million, and we have the option to acquire their ownership interest on the fourth anniversary of the acquisition date at the same price. On September 30, 2015, the noncontrolling interest in our Deer Park outlet center, exercised its right to require us to acquire its ownership interest. The transaction closed on January 5, 2016. The obligation to acquire its interest is recorded as a deferred financing obligation in the other liabilities section of our consolidated balance sheet.

The results of operations from the property are included in the consolidated statements of operations beginning on the acquisition date. The aggregate revenues and net loss from the property from the acquisition date through December 31, 2013, were \$11.1 million and \$3.5 million, respectively. The following unaudited condensed pro forma financial information for the year ended December 31, 2013 is presented as if the acquisition had been consummated as of January 1, 2012, the beginning of the previous reporting period (in thousands, except per share data):

|  | (unaudited)<br>(Pro forma)<br>Year ended<br>December 31,<br>2013 |
|--|--|
| Total Revenue  | \$ 408,333   |
| Income from continuing operations                              | 85,836   |
| Net income attributable to Tanger Factory Outlet Centers, Inc. | 80,621   |
| Basic earnings per common share                                | 0.86   |
| Diluted earnings per common share                              | 0.86   |

Supplemental pro forma earnings for 2013 were adjusted to exclude \$1.0 million of third-party acquisition costs incurred in 2013 and \$26.0 million of nonrecurring gain related to the fair value adjustment.



#### 4. Disposition of Properties and Properties Held for Sale

The following table sets forth the properties sold for the years ended 2015 and 2014 (in thousands):

| Properties                                 | Locations                                     | Date Sold      | Square Feet | Net Sales Proceeds | Gain on Sale |
|--|---|----------------|-------------|--------------------|--------------|
| <b>2015 Dispositions:</b>                  |   |                |             |                    |              |
| Barstow                                    | Barstow, CA                                   | October 2015   | 171         | \$ 105,793         | \$ 86,506    |
| Kittery I and II, Tuscola, and West Branch | Kittery, ME, Tuscola, IL, and West Branch, MI | September 2015 | 439         | \$ 43,304          | \$ 20,215    |
| <b>2014 Dispositions:</b>                  |   |                |             |                    |              |
| Lincoln City                               | Lincoln City, OR                              | December 2014  | 270         | \$ 38,993          | \$ 7,513     |

The rental properties did not meet the criteria set forth in the newly-adopted guidance for reporting discontinued operations (See Note 2—Summary of Significant Accounting Policies), thus their results of operations have remained in continuing operations.

#### 2015 Dispositions

During 2015, we sold our Kittery I & II, Tuscola, and West Branch and Barstow outlet centers for a gain of \$106.7 million, in aggregate, and we received a combined net proceeds of \$149.1 million of which \$121.3 million is recorded in restricted cash as of December 31, 2015. The restricted cash represents the cash proceeds from property sales that are being held by a qualified intermediary in anticipation of such amounts subsequently being invested in a tax efficient manner under Section 1031 of the Internal Revenue Code of 1986, as amended.

#### 2014 Dispositions and assets held for sale

In the fourth quarter of 2014, we entered into an agreement with a private buyer to acquire our outlet center in Lincoln City, Oregon along with an option agreement to purchase an additional four properties, which have been classified as rental property held for sale as of December 31, 2014 on the consolidated balance sheets. Subsequently, the buyer purchased the Lincoln City outlet center in December 2014 for a gain of \$7.5 million, but during 2015 chose not to exercise the option to purchase the additional four properties. In July 2015, we concluded that the sale of these four additional outlet centers was no longer probable, reclassified the assets from held for sale to held and used, and recorded an adjustment of approximately \$1.6 million representing the depreciation and amortization expense that would have been recognized had the properties been continuously classified as held and used.

The carrying values of the assets classified as rental property held for sale at December 31, 2014 totaled \$46.0 million and were comprised of the following (in thousands):

|   | 2014      |
|---|-----------|
| Rental property, net                            | \$ 43,532 |
| Deferred lease costs and other intangibles, net | 757       |
| Prepays and other assets                        | 1,716     |
| Rental property held for sale                   | \$ 46,005 |

## 5. Development of Consolidated Rental Properties

### Foxwoods

In May 2015, we opened an approximately 312,000 square foot outlet center at the Foxwoods Resort Casino in Mashantucket, Connecticut. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$1.0 million and our equity contributions totaled approximately \$58.8 million. Contributions we make in excess of \$40.0 million earn a preferred rate of return of 15% from the date of contribution. In addition, each partner earns a rate of return of 10% on their initial capital contributions from the date of contribution. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 67%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

### Grand Rapids

In July 2015, we opened an approximately 352,000 square foot wholly-owned outlet center near Grand Rapids, Michigan. The outlet center is located 11 miles south of downtown Grand Rapids at the southwest quadrant of US-131 and 84th Street in Byron Township, Michigan, with visibility from both roads.

### Southaven

In November 2015, we opened an approximately 320,000 square foot outlet center in Southaven, Mississippi. In January 2015, we purchased land for approximately \$14.8 million and commenced construction on the development of Tanger Outlets Southaven, which is located less than five miles south of Memphis, Tennessee. We own a controlling interest in the joint venture which is consolidated for financial reporting purposes. As of December 31, 2015, our partner's equity contributions totaled approximately \$461,000 and our equity contributions totaled approximately \$26.5 million. From the date our equity contributions are made, we earn a preferred rate of return of 10% for senior contributions and 14% for junior contributions. As of December 31, 2015, the balance of our senior contributions was \$17.7 million and our junior contributions was \$8.3 million.

Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned contributions and all unpaid returns earned on those contributions prior to any distributions being made to our partner. Accordingly, we expect our current economic interest in the venture's cash flow to be greater than our legal ownership percentage of 50%. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our economic interest would represent substantially all of the economic benefit of the property. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

The table below sets forth our consolidated outlet centers under development of December 31, 2015:

| Project       | Approximate square<br>feet<br>(in 000's) | Costs Incurred to<br>Date<br>(in millions) | Borrowed to date<br>(in millions) | Projected Opening |
|---------------|--|--|-----------------------------------|-------------------|
| Daytona Beach | 352                                      | \$ 17.3                                    | —                                 | Holiday 2016      |

### Daytona Beach

In November 2015, we purchased land for approximately \$9.9 million and commenced construction on the development of a wholly owned outlet center in Daytona Beach, Florida. The outlet center is expected to be approximately 352,000 square feet and to open by Holiday 2016.

## 6. Investments in Unconsolidated Real Estate Joint Ventures

Our investments in unconsolidated joint ventures as of December 31, 2015 and 2014 aggregated \$201.1 million and \$208.0 million, respectively. We have evaluated the accounting treatment for each of the joint ventures and have concluded based on the current facts and circumstances that the equity method of accounting should be used to account for the individual joint ventures. At December 31, 2015 and 2014, we were members of the following unconsolidated real estate joint ventures:

| As of December 31, 2015          |                        |             |                           |  |  |
|----------------------------------|------------------------|-------------|---------------------------|--|--|
| Joint Venture                    | Outlet Center Location | Ownership % | Square Feet<br>(in 000's) | Carrying Value of<br>Investment (in<br>millions) | Total Joint Venture<br>Debt<br>(in millions) |
| Columbus                         | Columbus, OH           | 50.0%       | —                         | \$ 21.1  | \$ —   |
| National Harbor                  | National Harbor, MD    | 50.0%       | 339                       | 6.1  | 87.0   |
| RioCan Canada                    | Various                | 50.0%       | 870                       | 117.2  | 11.3   |
| Savannah <sup>(1)</sup>          | Savannah, GA           | 50.0%       | 377                       | 44.4   | 89.5   |
| Westgate                         | Glendale, AZ           | 58.0%       | 411                       | 12.3   | 62.0   |
|                                  |                        |             |                           | <u>\$ 201.1</u>                                  | <u>\$ 249.8</u>                              |
| Charlotte <sup>(2)</sup>         | Charlotte, NC          | 50.0%       | 398                       | \$ (1.1)   | \$ 90.0                                      |
| Galveston/Houston <sup>(2)</sup> | Texas City, TX         | 50.0%       | 353                       | (1.5)  | 65.0   |
|                                  |                        |             |                           | <u>\$ (2.6)</u>                                  | <u>\$ 155.0</u>                              |
| As of December 31, 2014          |                        |             |                           |  |  |
| Joint Venture                    | Outlet Center Location | Ownership % | Square Feet<br>(in 000's) | Carrying Value of<br>Investment (in<br>millions) | Total Joint Venture<br>Debt<br>(in millions) |
| Galveston/Houston                | Texas City, TX         | 50.0%       | 353                       | \$ 1.3   | \$ 65.0                                      |
| National Harbor                  | National Harbor, MD    | 50.0%       | 339                       | 9.5  | 83.7   |
| RioCan Canada                    | Various                | 50.0%       | 870                       | 132.5  | 15.7   |
| Savannah <sup>(1)</sup>          | Savannah, GA           | 50.0%       | —                         | 46.5   | 25.5   |
| Westgate                         | Glendale, AZ           | 58.0%       | 381                       | 14.3   | 54.0   |
| Wisconsin Dells                  | Wisconsin Dells, WI    | 50.0%       | 265                       | 2.4  | 24.3   |
| Other                            |                        |             | —                         | 1.5  | —  |
|                                  |                        |             |                           | <u>\$ 208.0</u>                                  | <u>\$ 268.2</u>                              |
| Charlotte <sup>(2)</sup>         | Charlotte, NC          | 50.0%       | 398                       | \$ (2.2)   | \$ 90.0                                      |
|                                  |                        |             |                           | <u>\$ (2.2)</u>                                  | <u>\$ 90.0</u>                               |

(1) Based on capital contribution and distribution provisions in the joint venture agreement, we expect our economic interest in the venture's cash flow to be greater than indicated in the Tanger Ownership column, which states our legal interest in this venture. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based on depreciated book value, our estimated economic interest in the venture was approximately 98%. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from gains or losses of asset sales.

(2) The negative carrying value is due to the distributions of proceeds from mortgage loans and quarterly distributions of excess cash flow exceeding the original contributions from the partners.

Fees we received for various services provided to our unconsolidated joint ventures were recognized in management, leasing and other services as follows (in thousands):

|                          | Year Ended December 31, |                 |                 |
|--------------------------|-------------------------|-----------------|-----------------|
|                          | 2015                    | 2014            | 2013            |
| <b>Fees:</b>             |                         |                 |                 |
| Development and leasing  | \$ 1,827                | \$ 725          | \$ 595          |
| Loan guarantee           | 746                     | 463             | 161             |
| Management and marketing | 2,853                   | 2,403           | 2,324           |
| <b>Total Fees</b>        | <b>\$ 5,426</b>         | <b>\$ 3,591</b> | <b>\$ 3,080</b> |

Our carrying value of investments in unconsolidated joint ventures differs from our share of the assets reported in the "Summary Balance Sheets - Unconsolidated Joint Ventures" shown below due to adjustments to the book basis, including intercompany profits on sales of services that are capitalized by the unconsolidated joint ventures. The differences in basis (totaling \$3.9 million and \$4.4 million as of December 31, 2015 and 2014, respectively) are amortized over the various useful lives of the related assets.

#### **Charlotte**

In July 2014, we opened an approximately 398,000 square foot outlet center in Charlotte, North Carolina that was developed through, and is owned by, a joint venture formed in May 2013. The outlet center is located eight miles southwest of uptown Charlotte at the interchange of I-485 and Steele Creek Road (North Carolina Highway 160). Construction of the outlet center, which commenced during the third quarter of 2013, was initially funded with equal equity contributions by the partners. In November 2014, the joint venture closed on an interest only mortgage loan for \$90.0 million at an interest rate of LIBOR + 1.45%. The loan initially matures in November 2018, with the option to extend the maturity for one additional year. The joint venture received net loan proceeds of \$89.4 million and distributed them equally to the partners. The loan balance as of December 31, 2015 was approximately \$90.0 million. Our partner is providing property management, marketing and leasing services to the joint venture. During construction, we provided development services to the joint venture and joint leasing services with our partner.

#### **Columbus**

During the second quarter of 2015, the joint venture purchased land for approximately \$8.9 million and began construction on a 350,000 square foot outlet center in Columbus, Ohio. We and our partner currently expect to complete construction in time to open the center during the second quarter of 2016. The construction of the center is currently being funded with equity contributions from the partners. As of December 31, 2015, we and our partner had each contributed \$20.6 million to fund development activities. Our partner is providing development services to the joint venture and we, along with our partner, are providing joint leasing services. Once the center opens, we will provide property management, marketing and leasing services to the joint venture.

#### **Galveston/Houston**

In October 2012, we opened an approximately 353,000 square foot outlet center in Texas City, Texas that was developed through, and is owned by, a joint venture formed in June 2011. The development was initially fully funded with equity contributed to the joint venture by Tanger and its partner. In July 2013, the joint venture closed on a \$70.0 million mortgage loan with a rate of LIBOR + 1.50% and a maturity date of July 2017, with the option to extend the maturity for one additional year. The joint venture received total loan proceeds of \$65.0 million and distributed the net proceeds equally to the partners. We used our share of the proceeds to reduce amounts outstanding under our unsecured lines of credit. We are providing property management, marketing and leasing services to the outlet center.

### **National Harbor**

In November 2013, we opened an approximately 339,000 square foot outlet center at National Harbor in the Washington, D.C. Metro area that was developed through, and is owned by, a joint venture formed in May 2011. In November 2014, the joint venture amended the initial construction loan to increase the amount available to borrow from \$62.0 million to \$87.0 million and extended the maturity date until November 2019. The loan carries an interest rate of LIBOR + 1.65%. At the closing of the amendment, the joint venture distributed approximately \$19.0 million equally between the partners. The loan balance as of December 31, 2015 was approximately \$87.0 million. We are providing property management, marketing and leasing services to the joint venture.

### **RioCan Canada**

We have a 50/50 co-ownership agreement with RioCan Real Estate Investment Trust to develop and acquire outlet centers in Canada. Under the agreement, any outlet centers developed or acquired will be branded as Tanger Outlet Centers. We have agreed to provide leasing and marketing services for the outlet centers and RioCan has agreed to provide development and property management services.

In October 2014, the co-owners opened Tanger Outlets Ottawa, the first ground up development of a Tanger Outlet Center in Canada. Located in suburban Kanata off the TransCanada Highway (Highway 417) at Palladium Drive, the outlet center currently contains approximately 284,000 square feet, with additional square footage totaling approximately 28,000 square feet related to an anchor tenant expected to be completed and opened in early 2016.

In November 2014, the co-owners opened an approximately 149,000 square foot expansion to the existing Cookstown Outlet Mall, bringing the total square feet of the outlet center to approximately 309,000 square feet.

Other properties owned by the RioCan Canada co-owners include Les Factoreries Saint-Sauveur and Bromont Outlet Mall. Les Factoreries Saint-Sauveur, is located northwest of Montreal adjacent to Highway 15 in the town of Saint-Sauveur, Quebec and is approximately 116,000 square feet. The Bromont Outlet Mall, is located east of Montreal near the eastern townships adjacent to Highway 10 in the town of Bromont, Quebec and is approximately 161,000 square feet.

### **Savannah**

In April 2015, we opened an approximately 377,000 square foot outlet center in Savannah, Georgia. As of December 31, 2015, our equity contributions totaled \$45.8 million and our partner's equity contributions totaled \$8.3 million. Contributions we made in excess of our partners' equity contributions are considered preferred equity and earned a preferred rate of return equal to 8% from the date the contributions were made until the outlet center's grand opening in April 2015, and will earn 10% annually thereafter. Under the terms of the joint venture's operating agreement, upon liquidation, we would receive all of our unreturned preferred equity contributions and all unpaid returns earned on those contributions prior to any distributions being made to our equity partner. As of December 31, 2015, based upon the liquidation proceeds we would receive from a hypothetical liquidation of our investment based at depreciated book value, our estimated economic interest in the venture was approximately 98%. Our economic interest may fluctuate based on a number of factors, including mortgage financing, partnership capital contributions and distributions, and proceeds from asset sales.

In May 2014, the joint venture closed on a construction loan with the ability to borrow up to \$97.7 million at an interest rate of LIBOR + 1.65%. In September 2015, the loan maximum borrowing amount was increased to \$100.9 million. The construction loan has a maturity date of May 21, 2017, with two, one -year extension options. As of December 31, 2015, the balance on the loan was \$89.5 million. The additional \$11.4 million is available for construction of the approximately 42,000 square foot expansion that is currently in process. We are providing development, management and marketing services to the joint venture; and with our partner, are jointly providing leasing services to the outlet center.

**Westgate/Glendale**

In November 2012, we opened our Westgate outlet center, located in Glendale, Arizona, which was developed through, and currently owned by, a joint venture that was formed in May 2012.

During the first quarter of 2015, the joint venture completed the remaining 28,000 square feet of a 78,000 square foot expansion of the existing property which upon completion increased the total square feet of the outlet center to approximately 411,000 square feet. Construction commenced on the expansion during the second quarter of 2014 and was funded with borrowings under the amended Westgate mortgage loan. The joint venture's amended and restated construction loan is fully funded with a balance of \$62.0 million as of December 31, 2015. The loan initially matured in June 2015, and during the second quarter of 2015 the joint venture exercised the two year option to extend the maturity date of the loan to June 2017. We are providing property management, construction supervision, marketing and leasing services to the joint venture.

**Wisconsin Dells**

In February 2015, we sold our equity interest in the joint venture that owned the outlet center located in Wisconsin Dells, Wisconsin for approximately \$15.6 million, representing our share of the sales price totaling \$27.7 million less our share of the outstanding debt, which totaled \$12.1 million. As a result of this transaction, we recorded a gain of approximately \$13.7 million in the first quarter of 2015, which represents the difference between the carrying value of our equity method investment and the net proceeds received.

Condensed combined summary financial information of joint ventures accounted for using the equity method as of December 31, 2015 and 2014 is as follows (in thousands):

| <b>Condensed Combined Balance Sheets - Unconsolidated Joint Ventures</b> | <b>2015</b>       | <b>2014</b>       |
|--|-------------------|-------------------|
| <b>Assets</b>  |                   |                   |
| Land   | \$ 103,046        | \$ 102,601        |
| Buildings, improvements and fixtures                                     | 615,662           | 542,501           |
| Construction in progress, including land under development               | 62,308            | 104,780           |
|  | 781,016           | 749,882           |
| Accumulated depreciation   | (60,629)          | (48,233)          |
| Total rental property, net   | 720,387           | 701,649           |
| Cash and cash equivalents  | 28,723            | 46,917            |
| Deferred lease costs, net  | 18,399            | 21,234            |
| Deferred debt origination costs, net                                     | 3,909             | 5,995             |
| Prepays and other assets   | 14,455            | 12,766            |
| <b>Total assets</b>  | <b>\$ 785,873</b> | <b>\$ 788,561</b> |
| <b>Liabilities and Owners' Equity</b>                                    |                   |                   |
| Mortgages payable  | \$ 404,844        | \$ 358,219        |
| Accounts payable and other liabilities                                   | 31,805            | 70,795            |
| Total liabilities  | 436,649           | 429,014           |
| Owners' equity   | 349,224           | 359,547           |
| <b>Total liabilities and owners' equity</b>                              | <b>\$ 785,873</b> | <b>\$ 788,561</b> |

**Condensed Combined Statements of Operations- Unconsolidated Joint Ventures:**

|   | Year Ended December 31, |                  |                  |
|---|-------------------------|------------------|------------------|
|   | 2015                    | 2014             | 2013             |
| <b>Revenues <sup>(1)</sup></b>  | <b>\$ 106,042</b>       | <b>\$ 78,625</b> | <b>\$ 85,682</b> |
| <b>Expenses:</b>  |                         |                  |                  |
| Property operating  | 40,639                  | 30,986           | 31,610           |
| General and administrative  | 571                     | 621              | 977              |
| Acquisition costs   | —                       | —                | 477              |
| Abandoned development costs   | —                       | 472              | 153              |
| Depreciation and amortization   | 34,516                  | 23,426           | 26,912           |
| Total expenses  | 75,726                  | 55,505           | 60,129           |
| <b>Operating income</b>   | <b>30,316</b>           | <b>23,120</b>    | <b>25,553</b>    |
| Gain on early extinguishment of debt <sup>(2)</sup>                     | —                       | —                | 13,820           |
| Interest expense  | (8,674 )                | (5,459 )         | (11,602 )        |
| Other nonoperating income   | 19                      | —                | \$ —             |
| <b>Net income</b>   | <b>\$ 21,661</b>        | <b>\$ 17,661</b> | <b>\$ 27,771</b> |
| <b>The Company and Operating Partnership's share of:</b>                |                         |                  |                  |
| Net income  | \$ 11,484               | \$ 9,053         | \$ 11,040        |
| Depreciation and asset impairments (real estate related) <sup>(2)</sup> | 20,052                  | 12,212           | 12,419           |

(1) Note that revenues for the year ended December 31, 2013 include approximately \$9.5 million of other income from the settlement of a lawsuit at Deer Park prior to our acquisition of an additional one-third interest in and the consolidation of the property.

(2) Represents a gain on early extinguishment of debt that was recorded as part of the refinancing of the debt at Deer Park in August 2013 (See Note 3).

## 7. Deferred Charges

Deferred lease costs and other intangibles, net as of December 31, 2015 and 2014 consist of the following (in thousands):

|   | 2015       | 2014       |
|---|------------|------------|
| Deferred lease costs                            | \$ 70,379  | \$ 61,205  |
| Intangible assets:                              |            |            |
| Above market leases                             | 43,340     | 44,144     |
| Lease in place value                            | 68,194     | 69,893     |
| Tenant relationships                            | 55,538     | 57,230     |
| Other intangibles                               | 42,614     | 42,789     |
|   | 280,065    | 275,261    |
| Accumulated amortization                        | (152,976)  | (134,378)  |
| Deferred lease costs and other intangibles, net | \$ 127,089 | \$ 140,883 |

Below market lease intangibles, net of accumulated amortization, included in other liabilities on the consolidated balance sheets as of December 31, 2015 and 2014 were \$10.4 million and \$12.9 million, respectively.

Amortization of deferred lease costs and other intangibles, excluding above and below market leases, included in depreciation and amortization for the years ended December 31, 2015, 2014 and 2013 was \$16.7 million, \$20.9 million and \$19.8 million, respectively.

Amortization of above and below market lease intangibles recorded as an increase or (decrease) in base rentals for the years ended December 31, 2015, 2014 and 2013 was \$(2.0) million, \$(2.8) million and \$(686,000), respectively.

Estimated aggregate amortization of net above and below market leases and other intangibles for each of the five succeeding years is as follows (in thousands):

| Year  | Above/below market leases, net | Deferred lease costs and other intangibles |
|-------|--------------------------------|--|
| 2016  | \$ 2,142                       | \$ 9,652                                   |
| 2017  | 2,087                          | 7,943                                      |
| 2018  | 1,926                          | 7,022                                      |
| 2019  | 463                            | 4,809                                      |
| 2020  | 113                            | 4,079                                      |
| Total | \$ 6,731                       | \$ 33,505                                  |

Deferred debt origination costs, net as of December 31, 2015 and 2014 consist of the following (in thousands):

|                                      | 2015      | 2014      |
|--------------------------------------|-----------|-----------|
| Deferred debt origination costs      | \$ 24,955 | \$ 22,126 |
| Accumulated amortization             | (13,073)  | (10,000)  |
| Deferred debt origination costs, net | \$ 11,882 | \$ 12,126 |

Amortization of deferred debt origination costs included in interest expense for the years ended December 31, 2015, 2014 and 2013 was \$2.7 million, \$2.4 million and \$2.2 million, respectively.



## 8. Debt of the Company

All of the Company's debt is held by the Operating Partnership and its consolidated subsidiaries.

The Company guarantees the Operating Partnership's obligations with respect to its unsecured lines of credit which have a total borrowing capacity of \$520.0 million. The Company also guarantees the Operating Partnership's unsecured term loan. In addition, as of December 31, 2014, the Company guaranteed the Operating Partnership's obligation with respect to the mortgage assumed in connection with the acquisition of the outlet center in Ocean City, Maryland in July 2011. The Ocean City mortgage was subsequently repaid in July 2015.

The Operating Partnership had the following amounts outstanding on the debt guaranteed by the Company (in thousands):

|                           | December 31, 2015 | December 31, 2014 |
|---------------------------|-------------------|-------------------|
| Unsecured lines of credit | \$ 190,300        | \$ 111,000        |
| Unsecured term loan       | \$ 250,000        | \$ 250,000        |
| Ocean City mortgage       | \$ —              | \$ 17,926         |

## 9. Debt of the Operating Partnership

Debt as of December 31, 2015 and 2014 consists of the following (in thousands):

|                              | Stated Interest Rate(s) | Maturity Date               | As of             |                    | As of             |                    |
|------------------------------|-------------------------|-----------------------------|-------------------|--------------------|-------------------|--------------------|
|                              |                         |                             | December 31, 2015 |                    | December 31, 2014 |                    |
|                              |                         |                             | Principal         | Premium (Discount) | Principal         | Premium (Discount) |
| Senior, unsecured notes:     |                         |                             |                   |                    |                   |                    |
| Senior notes                 | 6.125 %                 | June 2020                   | \$ 300,000        | \$ (1,071)         | \$ 300,000        | \$ (1,276)         |
| Senior notes                 | 3.875 %                 | December 2023               | 250,000           | (3,378)            | 250,000           | (3,732)            |
| Senior notes                 | 3.750 %                 | December 2024               | 250,000           | (1,298)            | 250,000           | (1,418)            |
|                              |                         |                             |                   |                    |                   |                    |
| Mortgages payable:           |                         |                             |                   |                    |                   |                    |
| Atlantic City <sup>(1)</sup> | 5.14%-7.65%             | November 2021-December 2026 | 43,312            | 3,293              | 45,997            | 3,694              |
| Deer Park                    | LIBOR + 1.50%           | August 2018                 | 150,000           | (845)              | 150,000           | (1,161)            |
| Foxwoods                     | LIBOR + 1.65%           | December 2017               | 70,250            | —                  | 25,235            | —                  |
| Hershey <sup>(1)</sup>       | 5.17%-8.00%             | —                           | —                 | —                  | 29,271            | 399                |
| Ocean City <sup>(1)</sup>    | 5.24 %                  | —                           | —                 | —                  | 17,827            | 99                 |
| Southaven                    | LIBOR + 1.75%           | April 2018                  | 45,824            | —                  | —                 | —                  |
| Note payable <sup>(1)</sup>  | 1.50 %                  | June 2016                   | 10,000            | (81)               | 10,000            | (241)              |
| Unsecured term loan          | LIBOR + 1.05%           | February 2019               | 250,000           | —                  | 250,000           | —                  |
| Unsecured term note          | LIBOR + 1.30%           | August 2017                 | 7,500             | —                  | 7,500             | —                  |
| Unsecured lines of credit    | LIBOR + 0.90%           | October 2019                | 190,300           | —                  | 111,000           | —                  |
|                              |                         |                             | \$ 1,567,186      | \$ (3,380)         | \$ 1,446,830      | \$ (3,636)         |

(1) The effective interest rates assigned during the purchase price allocation to these assumed mortgages and note payable during acquisitions in 2011 were as follows: Atlantic City 5.05%, Ocean City 4.68%, Hershey 3.40% and note payable 3.15%.

Certain of our properties, which had a net book value of approximately \$622.8 million at December 31, 2015, serve as collateral for mortgages payable. We maintain unsecured lines of credit that provide for borrowings of up to \$520.0 million. The unsecured lines of credit include a \$20.0 million liquidity line and a \$500.0 million syndicated line. The syndicated line may be increased to \$1.0 billion through an accordion feature in certain circumstances.

We provide guarantees to lenders for our joint ventures which include standard non-recourse carve out indemnifications for losses arising from items such as but not limited to fraud, physical waste, payment of taxes, environmental indemnities, misapplication of insurance proceeds or security deposits and failure to maintain required insurance. For construction and term loans, we may include a guaranty of completion as well as a principal guaranty ranging from 5% to 100% of principal. The principal guarantees include terms for release based upon satisfactory completion of construction and performance targets including occupancy thresholds and minimum debt service coverage tests.

The unsecured lines of credit and senior unsecured notes include covenants that 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. As of December 31, 2015, we were in compliance with all of our debt covenants.

## **2015 Transactions**

### Southaven Mortgage

In April 2015, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$60.0 million at an interest rate of LIBOR + 1.75%. The loan initially matures on April 29, 2018, with one two-year extension option.

### Hershey Mortgage

May 2015, we repaid the mortgages associated with our Hershey outlet center, which were assumed as part of the acquisition of the property in 2011. The maturity date of the mortgages was August 1, 2015 and it had a principal balance at the date of extinguishment of \$29.0 million.

### Ocean City Mortgage

In July 2015, we repaid the mortgage associated with our Ocean City outlet center, which was assumed as part of the acquisition of the property in 2011. The maturity date of the mortgage was January 6, 2016 and had a principal balance at the date of extinguishment of \$17.6 million.

### Extension of Unsecured Lines of Credit

In October 2015, we closed on amendments to our unsecured lines of credit, extending the maturity and reducing our interest rate. The maturity date of these facilities was extended from October 2017 to October 2019 with the ability to further extend the maturity date for an additional year at our option. The interest rate was reduced from LIBOR + 1.00% to LIBOR + 0.90% based on our current credit rating and the maximum borrowings to which the syndicated line could be increased through an accordion feature in certain circumstances was increased from \$750.0 million to \$1.0 billion. Loan origination costs associated with the amendments totaled approximately \$2.0 million.

## **2014 Transactions**

### Amendment of \$250.0 Million Unsecured Term Loan

In July 2014, we entered into an amendment of our \$250.0 million unsecured term loan which matures in February 2019. The amendment reduced the interest rate on the loan from LIBOR + 1.60% to LIBOR + 1.05%. No other material terms of the loan were amended.

### \$250.0 Million Unsecured Senior Notes

In November 2014, Tanger Properties Limited Partnership completed a public offering of \$250.0 million in senior notes due 2024 in an underwritten public offering. The notes were priced at 99.429% of the principal amount to yield 3.819% to maturity. The notes will pay interest semi-annually at a rate of 3.750% per annum and mature on December 1, 2024. The net proceeds from the offering, after deducting the underwriting discount and offering expenses, were approximately \$246.2 million. We used the net proceeds from the sale of the notes to redeem our \$250.0 million 6.15% senior notes due November 2015. We recorded a charge of approximately \$13.1 million for the make-whole premium related to the early redemption, which was completed in December 2014.

### Foxwoods Mortgage

In December 2014, the consolidated joint venture closed on a mortgage loan with the ability to borrow up to \$70.3 million at an interest rate of LIBOR + 1.65%. The loan initially matures in December 2017, with two one-year extension options.

### **2013 Transactions**

#### Assumption of \$150.0 Million Deer Park Mortgage

In August 2013, as part of the acquisition of a controlling ownership interest in Deer Park, we assumed an \$150.0 million interest only mortgage loan, including a fair value discount of \$1.6 million. The loan has a five year term and carries an interest rate of LIBOR + 1.50%.

### Derivatives

In October 2013, to reduce our floating rate debt exposure, we entered into interest rate swap agreements on notional amounts totaling \$150.0 million that fixed the base LIBOR rate at an average of 1.30% from November 2013 to August 2016.

### Extension of Unsecured Lines of Credit

In October 2013, we amended our unsecured lines of credit, extending the maturity, and reducing the overall borrowing costs. The maturity of these facilities was extended from November 10, 2015 to October 24, 2017 with the ability to further extend the maturity for an additional year at our option. The annual commitment fee, which is payable on the full \$520.0 million in loan commitments, was reduced from 0.175% to 0.15%, and the interest rate spread over LIBOR was reduced from 1.10% to 1.00% based on our current credit rating. Loan origination costs associated with the amendments totaled approximately \$1.5 million. The lines of credit were further amended in October 2015 as discussed above.

### \$250.0 Million Unsecured Senior Notes

In November 2013, Tanger Properties Limited Partnership completed a public offering of \$250.0 million in senior notes due 2023 in an underwritten public offering. The notes were priced at 98.360% of the principal amount to yield 4.076% to maturity. The notes will pay interest semi-annually at a rate of 3.875% per annum and mature on December 1, 2023. The net proceeds from the offering, after deducting the underwriting discount and offering expenses, were approximately \$243.6 million. We used the net proceeds from the sale of the notes to repay borrowings under our unsecured lines of credit.

## Debt Maturities

Maturities of the existing long-term debt as of December 31, 2015 for the next five years and thereafter are as follows (in thousands):

| Calendar Year | Amount       |
|---------------|--------------|
| 2016          | \$ 12,842    |
| 2017          | 80,758       |
| 2018          | 199,008      |
| 2019          | 443,669      |
| 2020          | 303,566      |
| Thereafter    | 527,343      |
| Subtotal      | 1,567,186    |
| Net discount  | (3,380)      |
| Total         | \$ 1,563,806 |

## 10. Derivative Financial Instruments

The following table summarizes the terms and fair values of our derivative financial instruments, as well as their classifications within the consolidated balance sheets as of December 31, 2015 and December 31, 2014 (notional amounts and fair values in thousands):

|                       |                 |                 |               |                        | Fair Value |       |
|-----------------------|-----------------|-----------------|---------------|------------------------|------------|-------|
| Effective Date        | Maturity Date   | Notional Amount | Bank Pay Rate | Company Fixed Pay Rate | 2015       | 2014  |
| Assets (Liabilities): |                 |                 |               |                        |            |       |
| November 14, 2013     | August 14, 2018 | \$ 50,000       | 1 month LIBOR | 1.3075 %               | \$ (212)   | \$ 26 |
| November 14, 2013     | August 14, 2018 | 50,000          | 1 month LIBOR | 1.2970 %               | (198)      | 40    |
| November 14, 2013     | August 14, 2018 | 50,000          | 1 month LIBOR | 1.3025 %               | (206)      | 29    |
| Total                 |                 | \$ 150,000      |               |                        | \$ (616)   | \$ 95 |

The derivative financial instruments are comprised of interest rate swaps, which are designated and qualify as cash flow hedges, each with a separate counterparty. We do not use derivatives for trading or speculative purposes and currently do not have any derivatives that are not designated as hedges.

The effective portion of changes in the fair value of derivatives designated and qualifying as cash flow hedges is recorded in accumulated other comprehensive income (loss) and subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. The ineffective portion of the change in fair value of the derivative, if any, is recognized directly in earnings. For the year end December 31, 2015, the ineffective portion was not significant.

The following table represents the effect of the derivative financial instruments on the accompanying consolidated financial statements for the years ended December 31, 2015, 2014 and 2013, respectively (in thousands):

|   | Location of Reclassification from Accumulated<br>Other Comprehensive Income Into Income | 2015     | December 31,<br>2014 | 2013     |
|---|---|----------|----------------------|----------|
| <b>Interest Rate Swaps (Effective Portion):</b>                 |   |          |                      |          |
| Amount of gain (loss) recognized in OCI on derivative           |   | \$ (711) | \$ (1,287)           | \$ 1,382 |
| <b>Treasury Rate Lock (Effective Portion):</b>                  |   |          |                      |          |
| Amount of gain reclassified from accumulated OCI<br>into income | Interest Expense  | \$ —     | \$ 741               | \$ 371   |

In 2005, we settled two US treasury rate lock agreements associated with a 10 year senior, unsecured bond offering and received approximately \$3.2 million. The unamortized balance of the settled agreements as of December 31, 2013 was \$741,000. We fully amortized the remaining balance during 2014 in connection with the early redemption of the associated 10 year senior, unsecured notes in December 2014.

## 11. Fair Value Measurements

Fair value guidance establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers are defined as follows:

| Tier    | Description  |
|---------|--|
| Level 1 | Observable inputs such as quoted prices in active markets  |
| Level 2 | Inputs other than quoted prices in active markets that are either directly or indirectly observable                        |
| Level 3 | Unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions |

The following table sets forth our assets and liabilities that are measured at fair value within the fair value hierarchy (in thousands):

|  | Total    | Level 1<br>Quoted Prices in<br>Active Markets for<br>Identical Assets or<br>Liabilities | Level 2<br>Significant<br>Observable Inputs | Level 3<br>Significant<br>Unobservable Inputs |
|--|----------|---|---|---|
| <b>Fair value as of December 31, 2015:</b> |          |   |   |   |
| <b>Assets:</b>                             |          |   |   |   |
| Interest rate swaps (other liabilities)    | \$ (616) | \$ —  | \$ (616)                                    | \$ —  |
| Total liabilities                          | \$ (616) | \$ —  | \$ (616)                                    | \$ —  |

|   |       | Level 1   | Level 2                          | Level 3                            |
|---|-------|---|----------------------------------|------------------------------------|
|   | Total | Quoted Prices in Active<br>Markets for Identical<br>Assets or Liabilities | Significant<br>Observable Inputs | Significant<br>Unobservable Inputs |
| <b>Fair value as of December 31, 2014:</b>      |       |   |                                  |                                    |
| <b>Assets:</b>                                  |       |   |                                  |                                    |
| Interest rate swaps (prepaids and other assets) | \$ 95 | \$ —  | \$ 95                            | \$ —                               |
| Total assets                                    | \$ 95 | \$ —  | \$ 95                            | \$ —                               |

The estimated fair value and recorded value of our debt consisting of senior unsecured notes, unsecured term loans, secured mortgages and unsecured lines of credit were as follows (in thousands):

|                        | December 31, 2015 | December 31, 2014 |
|------------------------|-------------------|-------------------|
| Fair value of debt     | \$ 1,615,833      | \$ 1,493,519      |
| Recorded value of debt | \$ 1,563,806      | \$ 1,443,194      |

With the exception of the unsecured term loan and unsecured lines of credit, that have variable rates and considered at market value, fair values of the senior notes and mortgage loans are determined using discounted cash flow analysis with an interest rate or credit spread similar to that of current market borrowing arrangements. Because the Company's senior unsecured notes are publicly traded with limited trading volume, these instruments are classified as Level 2 in the hierarchy. In contrast, mortgage loans are classified as Level 3 given the unobservable inputs utilized in the valuation. Considerable judgment is necessary to develop estimated fair values of financial instruments. Accordingly, the estimates presented herein are not necessarily indicative of the amounts the Company could realize on the disposition of the financial instruments.

The carrying values of cash and cash equivalents, receivables, accounts payable, accrued expenses and other assets and liabilities are reasonable estimates of their fair values because of the short maturities of these instruments.

## 12. Shareholders' Equity of the Company

Each Class A common limited partnership unit is exchangeable for one common share of the Company.

### 2015 Transactions

For the year ended December 31, 2015, 25,663 Class A common limited partnership units of the Operating Partnership were exchanged for an equal number of common shares of the Company.

### 2014 Transactions

For the year ended December 31, 2014, Non-Company LPs exchanged a total of 66,606 Class A common limited partnership units of the Operating Partnership for an equal number of common shares of the Company.

### 2013 Transactions

For the year ended December 31, 2013, Non-Company LPs exchanged a total of 67,428 Class A common limited partnership units of the Operating Partnership for an equal number of common shares of the Company.

### 13. Partners' Equity of the Operating Partnership

In August 2013, the Operating Partnership's operating agreement was amended to, among other things, effect a four-for-one split of the outstanding partnership units. After the effect of the split, each Class A common limited partnership unit held by Non-Company LPs may be exchanged for one common share of the Company. Prior to the split, each unit held by the Non-Company LPs was exchangeable for four common shares of the Company. All references to the number of units outstanding and per unit amounts reflect the effect of the split for all periods presented.

All units of partnership interest issued by the Operating Partnership have equal rights with respect to earnings, dividends and net assets. When the Company issues common shares upon the exercise of options, the issuance of restricted share awards or the exchange of Class A common limited partnership units, the Operating Partnership issues a corresponding Class B common limited partnership unit to Tanger LP trust, a wholly owned subsidiary of the Company.

Also, in August 2013 as disclosed in Note 3, the Operating Partnership issued 450,576 Class A common limited partnership units as partial consideration for the acquisition of an additional one-third interest in Deer Park.

The following table sets forth the changes in outstanding partnership units for the years ended December 31, 2015, 2014 and 2013:

|   | General<br>partnership units | Limited Partnership Units |            |            |
|---|------------------------------|---------------------------|------------|------------|
|   |                              | Class A                   | Class B    | Total      |
| <b>Balance December 31, 2012</b>                                    | 1,000,000                    | 4,761,864                 | 93,061,384 | 97,823,248 |
| Exchange of Class A limited partnership units                       | —                            | (67,428)                  | 67,428     | —          |
| Issuance of restricted units  | —                            | —                         | 332,373    | 332,373    |
| Units issued upon exercise of options                               | —                            | —                         | 44,500     | 44,500     |
| Units issued as consideration for business acquisition (see Note 3) | —                            | 450,576                   | —          | 450,576    |
| <b>Balance December 31, 2013</b>                                    | 1,000,000                    | 5,145,012                 | 93,505,685 | 98,650,697 |
| Units withheld for employee income taxes                            | —                            | —                         | (412,239)  | (412,239)  |
| Exchange of Class A limited partnership units                       | —                            | (66,606)                  | 66,606     | —          |
| Issuance of restricted units  | —                            | —                         | 1,302,729  | 1,302,729  |
| Units issued upon exercise of options                               | —                            | —                         | 47,000     | 47,000     |
| <b>Balance December 31, 2014</b>                                    | 1,000,000                    | 5,078,406                 | 94,509,781 | 99,588,187 |
| Units withheld for employee income taxes                            | —                            | —                         | (31,863)   | (31,863)   |
| Exchange of Class A limited partnership units                       | —                            | (25,663)                  | 25,663     | —          |
| Issuance of restricted units  | —                            | —                         | 348,844    | 348,844    |
| Units issued upon exercise of options                               | —                            | —                         | 28,400     | 28,400     |
| <b>Balance December 31, 2015</b>                                    | 1,000,000                    | 5,052,743                 | 94,880,825 | 99,933,568 |

#### 14. Noncontrolling Interests

Noncontrolling interests in the Operating Partnership relate to the interests in the Operating Partnership owned by Non-Company LPs as discussed in Note 2. The noncontrolling interests in other consolidated partnerships consist of outside equity interests in partnerships not wholly owned by the Company or the Operating Partnership that are consolidated with the financial results of the Company and Operating Partnership because the Operating Partnership exercises control over the entities that own the properties.

In 2015 and 2014, adjustments of the noncontrolling interest in the Operating Partnership were made as a result of the changes in the Company's ownership of the Operating Partnership from additional units received in connection with the Company's issuance of common shares upon the exercise of options and grants of share-based compensation awards, and additional units received upon the exchange of Class A common limited partnership units of the Operating Partnership into an equal number of common shares of the Company. As discussed in Note 12, for the years ended December 31, 2015 and 2014 Non-Company LPs exchanged 25,663 and 66,606 Class A common limited partnership units of the Operating Partnership, respectively for an equal number of common shares of the Company.

The changes in the Company's ownership interests in the subsidiaries impacted consolidated equity during the periods shown as follows (in thousands):

|  | 2015       | 2014      |
|--|------------|-----------|
| Net income attributable to Tanger Factory Outlet Centers, Inc.   | \$ 211,200 | \$ 74,011 |
| Increase (decreases) in Tanger Factory Outlet Centers, Inc. paid-in-capital adjustments to noncontrolling interests <sup>(1)</sup> | (402)      | 741       |
| Changes from net income attributable to Tanger Factory Outlet Centers, Inc. and transfers from noncontrolling interest             | \$ 210,798 | \$ 74,752 |



## 15. Earnings Per Share of the Company

The following table sets forth a reconciliation of the numerators and denominators in computing earnings per share for the years ended December 31, 2015, 2014 and 2013 (in thousands, except per share amounts):

|  | 2015       | 2014      | 2013       |
|--|------------|-----------|------------|
| <b>Numerator</b>   |            |           |            |
| Net income attributable to Tanger Factory Outlet Centers, Inc.                     | \$ 211,200 | \$ 74,011 | \$ 107,557 |
| Less allocation of earnings to participating securities                            | (2,408)    | (1,872)   | (1,126)    |
| Net income available to common shareholders of Tanger Factory Outlet Centers, Inc. | \$ 208,792 | \$ 72,139 | \$ 106,431 |
| <b>Denominator</b>   |            |           |            |
| Basic weighted average common shares   | 94,698     | 93,769    | 93,311     |
| Effect of notional units   | —          | —         | 849        |
| Effect of outstanding options and certain restricted common shares                 | 61         | 70        | 87         |
| Diluted weighted average common shares   | 94,759     | 93,839    | 94,247     |
| <b>Basic earnings per common share:</b>  |            |           |            |
| Net income   | \$ 2.20    | \$ 0.77   | \$ 1.14    |
| <b>Diluted earnings per common share:</b>  |            |           |            |
| Net income   | \$ 2.20    | \$ 0.77   | \$ 1.13    |

The notional units are considered contingently issuable common shares and are included in earnings per share if the effect is dilutive using the treasury stock method. Notional units granted in 2010 were converted into 933,769 restricted common shares in January 2014. The restricted common shares vested on December 31, 2014 and were considered participating securities through the vesting date.

The computation of diluted earnings per share excludes options to purchase common shares when the exercise price is greater than the average market price of the common shares for the period. For the years ended December 31, 2015 and 2014, 227,400 options and 259,000 options were excluded from the computation, respectively. There were no options excluded from the computation for the year ended December 31, 2013. The assumed exchange of the partnership units held by the Non-Company LPs as of the beginning of the year, which would result in the elimination of earnings allocated to the noncontrolling interest in the Operating Partnership, would have no impact on earnings per share since the allocation of earnings to a common limited partnership unit, as if exchanged, is equivalent to earnings allocated to a common share.

Certain of the Company's unvested restricted common share awards contain non-forfeitable rights to dividends or dividend equivalents. The impact of these unvested restricted common share awards on earnings per share has been calculated using the two-class method whereby earnings are allocated to the unvested restricted common share awards based on dividends declared and the unvested restricted common shares' participation rights in undistributed earnings. Unvested restricted common shares that do not contain non-forfeitable rights to dividends or dividend equivalents are included in the diluted earnings per share computation if the effect is dilutive, using the treasury stock method.

## 16. Earnings Per Unit of the Operating Partnership

The following table sets forth a reconciliation of the numerators and denominators in computing earnings per unit for the years ended December 31, 2015, 2014 and 2013 (in thousands, except per unit amounts). Note that all per unit amounts reflect a four-for-one split of the Operating Partnership's units in August 2013:

|   | 2015       | 2014      | 2013       |
|---|------------|-----------|------------|
| <b>Numerator</b>  |            |           |            |
| Net income attributable to partners of the Operating Partnership        | \$ 222,531 | \$ 78,048 | \$ 113,200 |
| Allocation of earnings to participating securities                      | (2,413)    | (1,873)   | (1,129)    |
| Net income available to common unitholders of the Operating Partnership | \$ 220,118 | \$ 76,175 | \$ 112,071 |
| <b>Denominator</b>  |            |           |            |
| Basic weighted average common units                                     | 99,777     | 98,883    | 98,193     |
| Effect of notional units  | —          | —         | 849        |
| Effect of outstanding options and certain restricted common units       | 61         | 70        | 87         |
| Diluted weighted average common units                                   | 99,838     | 98,953    | 99,129     |
| <b>Basic earnings per common unit:</b>                                  |            |           |            |
| Net income  | \$ 2.21    | \$ 0.77   | \$ 1.14    |
| <b>Diluted earnings per common unit:</b>                                |            |           |            |
| Net income  | \$ 2.20    | \$ 0.77   | \$ 1.13    |

The notional units are considered contingently issuable common units and are included in earnings per unit if the effect is dilutive using the treasury stock method. Notional units granted in 2010 were converted into 933,769 restricted common units in January 2014. The restricted common units vested on December 31, 2014 and were considered participating securities through the vesting date.

The computation of diluted earnings per unit excludes options to purchase common units when the exercise price is greater than the average market price of the common units for the period. The market price of a common unit is considered to be equivalent to the market price of a Company common share. For the years ended December 31, 2015 and 2014, 227,400 options and 259,000 options were excluded from the computation, respectively. There were no options excluded from the computation for the year ended December 31, 2013.

Certain of the Company's unvested restricted common share awards contain non-forfeitable rights to distributions or distribution equivalents. The impact of the corresponding unvested restricted unit awards on earnings per unit has been calculated using the two-class method whereby earnings are allocated to the unvested restricted unit awards based on distributions declared and the unvested restricted units' participation rights in undistributed earnings. Unvested restricted common units that do not contain non-forfeitable rights to dividends or dividend equivalents are included in the diluted earnings per unit computation if the effect is dilutive, using the treasury stock method.

## 17. Equity-Based Compensation

When a common share is issued by the Company, the Operating Partnership issues one corresponding unit of partnership interest to the Company's wholly owned subsidiaries. Therefore, when the Company grants an equity based award, the Operating Partnership treats each award as having been granted by the Operating Partnership. In the discussion below, the term "we" refers to the Company and the Operating Partnership together and the term "shares" is meant to also include corresponding units of the Operating Partnership.

We may issue up to 15.4 million common shares under the Plan. Through December 31, 2015, we had granted 7,560,260 options, net of options forfeited; 4,898,708 restricted common share awards, net of restricted common shares forfeited or withheld for employees' tax obligations; and notional units which may result in the issuance of a maximum of 636,300 common shares. Shares remaining available for future issuance totaled 2,304,732 common shares. The amount and terms of the awards granted under the Plan were determined by the Board of Directors (or the Compensation Committee of the Board of Directors).

We recorded share based compensation expense in general and administrative expenses in the consolidated statements of operations for the years ended December 31, 2015, 2014 and 2013, respectively, as follows (in thousands):

|                                  | 2015      | 2014      | 2013      |
|----------------------------------|-----------|-----------|-----------|
| Restricted common shares         | \$ 11,220 | \$ 9,978  | \$ 8,354  |
| Notional unit performance awards | 3,030     | 4,313     | 2,847     |
| Options                          | 462       | 459       | 175       |
| Total share based compensation   | \$ 14,712 | \$ 14,750 | \$ 11,376 |

Share-based compensation expense capitalized as a part of rental property and deferred lease costs during the years ended December 31, 2015, 2014 and 2013 was \$837,000, \$709,000 and \$367,000, respectively.

As of December 31, 2015, there was \$28.2 million of total unrecognized compensation cost related to unvested common equity-based compensation arrangements granted under the Plan. That cost is expected to be recognized over a weighted-average period of 2.8 years.

### **Restricted Common Share Awards**

During 2015, 2014 and 2013, the Company granted 357,844, 373,960 and 349,373 restricted common shares, respectively, to the independent directors and the senior executive officers. The independent directors' restricted common shares vest ratably over a three year period and the senior executive officers' restricted common shares vest ratably over a five year period. For the restricted shares issued to our chief executive officer during 2015, 2014 and 2013, the restricted share agreement requires him to hold the shares for a minimum of three years following each applicable vesting date thereof. Compensation expense related to the amortization of the deferred compensation is being recognized in accordance with the vesting schedule of the restricted shares. For all of the restricted common share awards described above, the grant date fair value of the award was determined based upon the closing market price of the Company's common shares on the day prior to the grant date and the associated compensation expense is being recognized in accordance with the vesting schedule of each grant.

The following table summarizes information related to unvested restricted common shares outstanding as of December 31, 2015:

| Unvested Restricted Common Shares | Number of shares | Weighted average grant date fair value |
|-----------------------------------|------------------|--|
| Outstanding at December 31, 2014  | 1,099,450        | \$ 29.01                               |
| Granted                           | 357,844          | 36.69                                  |
| Vested                            | (371,299)        | 28.12                                  |
| Forfeited                         | —                | —                                      |
| Outstanding at December 31, 2015  | 1,085,995        | \$ 31.84                               |

The total value of restricted common shares vested during the years ended 2015, 2014 and 2013 was \$13.1 million, \$46.6 million and \$10.9 million, respectively. During 2015 and 2014, we withheld shares with value equivalent to the employees' minimum statutory obligation for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. The total number of shares withheld were 31,863 and 412,239 for 2015 and 2014, respectively, and were based on the value of the restricted common shares on the vesting date as determined by our closing share price on the day prior to the vesting date. No shares were withheld during 2013. Total amounts paid for the employees' tax obligation to taxing authorities were \$1.1 million and \$15.5 million for 2015 and 2014, respectively, which is reflected as a financing activity within the consolidated statements of cash flows.

#### **Notional Unit Performance Awards**

##### 2015 Outperformance Plan

In February 2015 the Compensation Committee of the Company approved the general terms of the Tanger Factory Outlet Centers, Inc. 2015 Outperformance Plan (the "2015 OPP"). The 2015 OPP is a long-term performance based incentive compensation plan pursuant to which award recipients may earn up to an aggregate of 306,600 restricted common shares of the Company based on the Company's absolute share price appreciation (or total shareholder return) and its share price appreciation relative to its peer group over a three year measurement period. The measurement period for the 2015 OPP is January 1, 2015 through December 31, 2017.

Any shares earned at the end of the three year measurement period are subject to a time based vesting schedule, with 50% of the shares vesting in the January immediately following the measurement period, and the remaining 50% vesting in January one year thereafter, contingent upon continued employment with the Company through the vesting dates (unless terminated prior thereto (a) by the Company without cause, (b) by participant for good reason or (c) due to death or disability).

The maximum number of shares will be earned under this plan if the Company both (a) achieves 35% or higher share price appreciation, inclusive of all dividends paid, over the respective three-year measurement periods and (b) is in the 70th or greater percentile of its peer group for total shareholder return over the respective three-year measurement period. The maximum value of the awards that could be earned on December 31, 2017, if the Company achieves or exceeds the 35% share price appreciation and is in the 70th or greater percentile of its peer group for total shareholder return over the applicable three-year measurement period, will equal approximately \$14.5 million.

With respect to 60% of the performance shares, 33.33% of this portion of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 25% over the three-year measurement period, 66.67% of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 30%, and 100% of this portion of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 35% or higher.

With respect to 40% of the performance shares, 33.33% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 50th percentile of its peer group over the three-year measurement period, 66.67% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 60th percentile of its peer group during this period, and 100% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 70th percentile of its peer group or greater during this period. The peer group is based on companies included in the SNL Equity REIT index.

The performance shares for the 2015 OPP will convert on a pro-rata basis by linear interpolation between share price appreciation thresholds, both for absolute share price appreciation and for relative share price appreciation amongst the Company's peer group. The share price targets will be reduced on a penny-for-penny basis with respect to any dividend payments made during the measurement period. The compensation expense is amortized using the graded vesting attribution method over the requisite service period. The fair value of the awards are calculated using a Monte Carlo simulation pricing model.

#### 2014 and 2013 Outperformance Plans

In February 2014 and 2013, the Compensation Committee of the Company approved the general terms of the Tanger Factory Outlet Centers, Inc. 2014 Outperformance Plan (the "2014 OPP") and the 2013 Outperformance Plan (the "2013 OPP"). The 2014 OPP and 2013 OPP are long-term performance based incentive compensation plans pursuant to which award recipients may earn up to an aggregate of 329,700 and 315,150 restricted common shares, respectively, of the Company based on the Company's absolute share price appreciation (or total shareholder return) and its share price appreciation relative to its peer group over a three year measurement period. The measurement period for the 2014 OPP is January 1, 2014 through December 31, 2016 and for the 2013 OPP is January 1, 2013 through December 31, 2015.

Any shares earned at the end of the three year measurement period are subject to a time based vesting schedule, with 50% of the shares vesting in the January immediately following the measurement period, and the remaining 50% vesting in January one year thereafter, contingent upon continued employment with the Company through the vesting dates (unless terminated prior thereto (a) by the Company without cause, (b) by participant for good reason or (c) due to death or disability).

The maximum number of shares will be earned under these plans if the Company both (a) achieves 35% or higher share price appreciation, inclusive of all dividends paid, over the respective three-year measurement periods and (b) is in the 70th or greater percentile of its peer group for total shareholder return over the respective three-year measurement periods. The maximum value of the awards that could be earned on December 31, 2015 and December 31, 2016, if the Company achieves or exceeds the 35% share price appreciation and is in the 70th or greater percentile of its peer group for total shareholder return over the applicable three-year measurement period, will equal approximately \$13.3 million and \$14.3 million, respectively.

With respect to 70% of the performance shares, 33.33% of this portion of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 25% over the three-year measurement period, 66.67% of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 30%, and 100% of this portion of the award will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 35% or higher.

With respect to 30% of the performance shares, 33.33% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 50th percentile of its peer group over the three-year measurement period, 66.67% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 60th percentile of its peer group during this period, and 100% of this portion of the award will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 70th percentile of its peer group or greater during this period. The peer group is based on companies included in the SNL Equity REIT index.

The performance shares for the 2014 OPP and 2013 OPP will convert on a pro-rata basis by linear interpolation between share price appreciation thresholds, both for absolute share price appreciation and for relative share price appreciation amongst the Company's peer group. The share price targets will be reduced on a penny-for-penny basis with respect to any dividend payments made during the measurement period. The compensation expense is amortized using the graded vesting attribution method over the requisite service period. The fair value of the awards are calculated using a Monte Carlo simulation pricing model.

On December 31, 2015, the measurement period for the 2013 OPP expired and neither of the Company's absolute nor relative total shareholder returns were sufficient for employees to earn, and therefore become eligible to vest in, any restricted shares under the plan. Accordingly, all 2013 OPP performance awards were automatically forfeited.

#### 2010 Multi Year Performance Plan

During the first quarter of 2010, the Company's Compensation Committee approved the general terms of the Tanger Factory Outlet Centers, Inc. 2010 Multi-Year Performance Plan, (the "2010 Multi Year Performance Plan"). Under the 2010 Multi-Year Performance Plan, we granted 392,000 notional units, net of notional units forfeited, to award recipients as a group, which would convert into restricted common shares on a one-for one basis, one-for two basis, or one-for-three basis depending upon the amount by which the Company's common shares appreciated above a minimum level over a four year performance period ending December 31, 2013, not to exceed a total value of approximately \$32.2 million. Based on the Company's performance over the four year measurement period, we issued 933,769 restricted common shares in January 2014 which vested on December 31, 2014 contingent on continued employment through the vesting date.

#### **Option Awards**

In February 2014, the Company granted 282,500 options to non-executive employees of the Company. The exercise price of the options granted during the first quarter of 2014 was \$32.02 which equaled the closing market price of the Company's common shares on the day prior to the grant date. The options 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. 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: expected dividend yield 2.8%; expected life of 7 years; expected volatility of 32%; a risk-free rate of 2.46%; and forfeiture rates of 3.0% to 13.5% dependent upon the employee's position within the Company.

Options outstanding at December 31, 2015 had the following weighted average exercise prices and weighted average remaining contractual lives:

| Exercise prices | Options Outstanding |                                 |  | Options Exercisable |                                 |
|-----------------|---------------------|---------------------------------|--|---------------------|---------------------------------|
|                 | Options             | Weighted average exercise price | Weighted remaining contractual life in years | Options             | Weighted average exercise price |
| \$ 26.06        | 91,000              | \$ 26.06                        | 5.16   | 62,500              | \$ 26.06                        |
| 32.02           | 227,400             | 32.02                           | 8.01   | 42,200              | 32.02                           |
|                 | 318,400             | \$ 30.32                        | 7.19   | 104,700             | \$ 28.46                        |

A summary of option activity under the Plan as of December 31, 2015 and changes during the year then ended is presented below (aggregate intrinsic value amount in thousands):

| Options  | Shares    | Weighted-average<br>exercise price | Weighted-average<br>remaining<br>contractual life in<br>years | Aggregate intrinsic<br>value |
|--|-----------|------------------------------------|---|------------------------------|
| Outstanding as of December 31, 2014                    | 370,500   | \$ 30.20                           |   |                              |
| Granted  | —         | —                                  |   |                              |
| Exercised  | (28,400 ) | 27.76                              |   |                              |
| Forfeited  | (23,700 ) | 31.58                              |   |                              |
| Outstanding as of December 31, 2015                    | 318,400   | \$ 30.32                           | 7.19  | \$ 924                       |
| Vested and Expected to Vest as of<br>December 31, 2015 | 258,633   | \$ 30.13                           | 7.10  | \$ 800                       |
| Exercisable as of December 31, 2015                    | 104,700   | \$ 28.46                           | 6.31  | \$ 498                       |

The total intrinsic value of options exercised during the years ended December 31, 2015, 2014 and 2013 was \$200,000, \$724,000 and \$905,000, respectively.

## 18. Accumulated Other Comprehensive Income of the Company

The following table presents changes in the balances of each component of accumulated comprehensive income for the years ended December 31, 2015, 2014, and 2013 (in thousands):

|   | Tanger Factory Outlet Centers, Inc. Accumulated Other Comprehensive Income (Loss) |                  |             | Noncontrolling Interest in Operating Partnership Accumulated Other Comprehensive (Income) Loss |                  |            |
|---|---|------------------|-------------|--|------------------|------------|
|   | Foreign Currency  | Cash flow hedges | Total       | Foreign Currency   | Cash flow hedges | Total      |
| <b>Balance December 31, 2012</b>                            | \$ (5)  | \$ 1,205         | \$ 1,200    | \$ —   | \$ (93)          | \$ (93)    |
| Amortization of cash flow hedges                            | —   | (353)            | (353)       | —  | (18)             | (18)       |
| Unrealized loss on foreign currency translation adjustments | (4,708)   | —                | (4,708)     | (260)  | —                | (260)      |
| Change in fair value of cash flow hedges                    | —   | 1,310            | 1,310       | —  | —                | —          |
| Realized loss on foreign currency                           | 123   | —                | 123         | 6  | 72               | 78         |
| <b>Balance December 31, 2013</b>                            | (4,590)   | 2,162            | (2,428)     | (254)  | (39)             | (293)      |
| Amortization of cash flow hedges                            | —   | (852)            | (852)       | —  | 111              | 111        |
| Unrealized loss on foreign currency translation adjustments | (9,523)   | —                | (9,523)     | (519)  | —                | (519)      |
| Change in fair value of cash flow hedges                    | —   | (1,220)          | (1,220)     | —  | (67)             | (67)       |
| <b>Balance December 31, 2014</b>                            | (14,113)  | 90               | (14,023)    | (773)  | 5                | (768)      |
| Unrealized loss on foreign currency translation adjustments | (22,017)  | —                | (22,017)    | (1,183)  | —                | (1,183)    |
| Change in fair value of cash flow hedges                    | —   | (675)            | (675)       | —  | (36)             | (36)       |
| <b>Balance December 31, 2015</b>                            | \$ (36,130)   | \$ (585)         | \$ (36,715) | \$ (1,956)   | \$ (31)          | \$ (1,987) |

The following represents amounts reclassified out of accumulated other comprehensive income into earnings during the years ended December 31, 2015, 2014, and 2013 (in thousands):

| Details about Accumulated Other Comprehensive Income Components | Amount Reclassified from Accumulated Other Comprehensive Income |          |          | Affected Line Item in Statement of Operations |
|---|---|----------|----------|---|
|   | 2015  | 2014     | 2013     |   |
| Amortization of cash flow hedges                                | \$ —  | \$ (852) | \$ (353) | Interest expense                              |
| Realized loss on foreign currency                               | \$ —  | \$ —     | \$ 123   | Interest expense                              |



## 19. Accumulated Other Comprehensive Income of the Operating Partnership

The following table presents changes in the balances of each component of accumulated comprehensive income for the years ended December 31, 2015, 2014, and 2013 (in thousands):

|   | Foreign Currency | Cash flow hedges | Accumulated Other Comprehensive Income (Loss) |
|---|------------------|------------------|---|
| <b>Balance December 31, 2012</b>                            | \$ (5)           | \$ 1,112         | \$ 1,107                                      |
| Amortization of cash flow hedges                            | —                | (371)            | (371)   |
| Unrealized loss on foreign currency translation adjustments | (4,968)          | —                | (4,968)                                       |
| Change in fair value of cash flow hedges                    | —                | 1,382            | 1,382   |
| Realized loss on foreign currency                           | 129              | —                | 129   |
| <b>Balance December 31, 2013</b>                            | (4,844)          | 2,123            | (2,721)                                       |
| Amortization of cash flow hedges                            | —                | (741)            | (741)   |
| Unrealized loss on foreign currency translation adjustments | (10,042)         | —                | (10,042)                                      |
| Change in fair value of cash flow hedges                    | —                | (1,287)          | (1,287)                                       |
| <b>Balance December 31, 2014</b>                            | (14,886)         | 95               | (14,791)                                      |
| Unrealized loss on foreign currency translation adjustments | (23,200)         | —                | (23,200)                                      |
| Change in fair value of cash flow hedges                    | —                | (711)            | (711)   |
| <b>Balance December 31, 2015</b>                            | \$ (38,086)      | \$ (616)         | \$ (38,702)                                   |

The following represents amounts reclassified out of accumulated other comprehensive income into earnings during the years ended December 31, 2015, 2014, and 2013 (in thousands):

| Details about Accumulated Other Comprehensive Income Components | Amount Reclassified from Accumulated Other Comprehensive Income |          |          | Affected Line Item in Statement of Operations |
|---|---|----------|----------|---|
|   | 2015  | 2014     | 2013     |   |
| Amortization of cash flow hedges                                | \$ —  | \$ (741) | \$ (371) | Interest expense                              |
| Realized loss on foreign currency                               | —   | —        | 129      | Interest expense                              |

## 20. Supplementary Income Statement Information

The following amounts are included in property operating expenses in income from continuing operations for the years ended December 31, 2015, 2014 and 2013 (in thousands):

|                           | 2015              | 2014              | 2013              |
|---------------------------|-------------------|-------------------|-------------------|
| Advertising and promotion | \$ 29,144         | \$ 25,431         | \$ 24,035         |
| Common area maintenance   | 68,886            | 65,980            | 57,693            |
| Real estate taxes         | 26,168            | 25,644            | 21,976            |
| Other operating expenses  | 22,305            | 20,367            | 17,342            |
|                           | <b>\$ 146,503</b> | <b>\$ 137,422</b> | <b>\$ 121,046</b> |

## 21. Lease Agreements

As of December 31, 2015, we were the lessor to over 2,400 stores in our 34 consolidated outlet centers, under operating leases with initial terms that expire from 2016 to 2032. Future minimum lease receipts under non-cancellable operating leases as of December 31, 2015, excluding the effect of straight-line rent and percentage rentals, are as follows (in thousands):

|            |    |           |
|------------|----|-----------|
| 2016       | \$ | 264,249   |
| 2017       |    | 240,284   |
| 2018       |    | 208,880   |
| 2019       |    | 174,269   |
| 2020       |    | 152,380   |
| Thereafter |    | 453,760   |
|            | \$ | 1,493,822 |

## 22. Commitments and Contingencies

Our non-cancelable operating leases, with initial terms in excess of one year, have terms that expire from 2016 to 2101. Annual rental payments for these leases totaled approximately \$6.4 million, \$6.0 million and \$5.8 million, for the years ended December 31, 2015, 2014 and 2013, respectively. Minimum lease payments for the next five years and thereafter are as follows (in thousands):

|            |    |         |
|------------|----|---------|
| 2016       | \$ | 5,982   |
| 2017       |    | 5,981   |
| 2018       |    | 5,667   |
| 2019       |    | 5,716   |
| 2020       |    | 5,720   |
| Thereafter |    | 294,851 |
|            | \$ | 323,917 |

Commitments to complete construction of our ongoing capital projects and other capital expenditure requirements amounted to approximately \$56.0 million at December 31, 2015. Contractual commitments for ongoing capital projects and other capital expenditure requirements related to our unconsolidated joint ventures amounted to approximately \$48.9 million at December 31, 2015, of which our portion was approximately \$24.4 million. Contractual commitments represent only those costs subject to contracts which are legal binding agreements as of December 31, 2015 and do not necessarily represent the total cost to complete the projects.

We are also subject to legal proceedings and claims which have arisen in the ordinary course of our business and have not been finally adjudicated. In our opinion, the ultimate resolution of these matters is not expected to have a material effect on our consolidated financial statements. We record a liability in our consolidated financial statements for these matters when a loss is known or considered probable and the amount can be reasonably estimated. We review these estimates each accounting period as additional information is known and adjust the loss provision when appropriate. If a matter is both probable to result in a liability and the amounts of loss can be reasonably estimated, we estimate and disclose the possible loss or range of loss to the extent necessary to make the consolidated financial statements not misleading. If the loss is not probable or cannot be reasonably estimated, a liability is not recorded in our consolidated financial statements.

## 23. Subsequent Events

### Fort Myers Property Sale

In January 2016, we sold our outlet center in Fort Myers, Florida located near Sanibel Island for net proceeds of approximately \$25.8 million. We estimate the gain to be recognized in the first quarter of 2016 to be approximately \$4.9 million. The proceeds from the sale of this unencumbered asset were used to pay down balances outstanding under our unsecured lines of credit.

### Deer Park Debt Repayment

In January 2016, we repaid our \$150.0 million floating rate mortgage loan, which had an original maturity date in August 2018, and our \$28.4 million deferred financing obligation, both of which are related to our 749,000 square foot outlet center in Deer Park outlet center. These transactions allowed us to unencumber the Deer Park asset while simultaneously deferring a significant portion of the gains related to the asset sales for tax purposes.

### 2016 Outperformance Plan

In February 2016, the Compensation Committee of Tanger Factory Outlet Centers, Inc. (the "Company") approved the terms of the Tanger Factory Outlet Centers, Inc. 2016 Outperformance Plan (the "2016 OPP"). The 2016 OPP provides for the grant of performance shares under the Incentive Award Plan of Tanger Factory Outlet Centers, Inc and Tanger Properties Limited Partnership (Amended and Restated as of April 4, 2014). Under the 2016 OPP, the Company granted an aggregate of 321,900 performance shares to award recipients, which may convert, subject to the achievement of the goals described below, into a maximum of 321,900 restricted common shares of the Company based on the Company's absolute share price appreciation and its share price appreciation relative to its peer group, over the three-year measurement period from February 10, 2016 through February 9, 2019.

The 2016 OPP is a long-term incentive compensation plan pursuant to which award recipients may earn up to an aggregate of 321,900 restricted common shares of the Company based on the Company's share price appreciation (or total shareholder return) over three years beginning on February 10, 2016. The maximum number of shares will be earned under this plan if the Company both (a) achieves 35% or higher share price appreciation, inclusive of all dividends paid, over the three-year measurement period and (b) is in the 70th or greater percentile of its peer group for total shareholder return over the three-year measurement period. The Company expects that the value of the awards, if the Company achieves a 35% share price appreciation and is in the 70th or greater percentile of its peer group for total shareholder return over the three-year measurement period, will equal approximately \$12.8 million.

Any shares earned on February 9, 2019 are also subject to a time based vesting schedule. 50% of the shares will vest on February 15, 2019 and the remaining 50% will vest on February 15, 2020, contingent upon continued employment with the Company through the vesting dates.

With respect to 50% of the performance shares (or 160,950 shares), 20% of this portion of the award (or 32,190 shares) will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 18% over the three-year measurement period, 60% of this portion of the award (or 96,750 shares) will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period equals 26.5%, and 100% of this portion of the award (or 160,950 shares) will be earned if the Company's aggregate share price appreciation, inclusive of all dividends paid during this period, equals 35% or higher.

With respect to the other 50% of the performance shares (or 160,950), 20% of this portion of the award (or 32,190 shares) will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 40th percentile of its peer group over the three-year measurement period, 60% of this portion of the award (or 96,750 shares) will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 55th percentile of its peer group during this period, and 100% of this portion of the award (or 160,950 shares) will be earned if the Company's share price appreciation inclusive of all dividends paid is in the 70th percentile of its peer group or greater during this period. The peer group is based on companies included in the SNL Equity REIT index.

The performance shares will convert on a pro-rata basis by linear interpolation between share price appreciation thresholds, both for absolute share price appreciation and for relative share price appreciation amongst the Company's peer group. The share price targets will be reduced on a dollar-for-dollar basis with respect to any dividend payments made during the measurement period.

## 24. Quarterly Financial Data of the Company (Unaudited)

The following table sets forth the Company's summarized quarterly financial information for the years ended December 31, 2015 and 2014 (unaudited and in thousands, except per common share data)<sup>(1)</sup>. This information is not required for the Operating Partnership:

|  | Year Ended December 31, 2015 <sup>(1)</sup> |                               |                              |                               |
|--|---|-------------------------------|------------------------------|-------------------------------|
|  | First Quarter                               | Second Quarter <sup>(2)</sup> | Third Quarter <sup>(3)</sup> | Fourth Quarter <sup>(4)</sup> |
| Total revenues   | \$ 105,926                                  | \$ 107,736                    | \$ 112,906                   | \$ 112,801                    |
| Operating income   | 32,900                                      | 36,894                        | 36,376                       | 38,291                        |
| Net income   | 36,386                                      | 25,359                        | 46,460                       | 113,963                       |
| Income attributable to Tanger Factory Outlet Centers, Inc.                     | 34,512                                      | 24,481                        | 44,075                       | 108,132                       |
| Income available to common shareholders of Tanger Factory Outlet Centers, Inc. | 34,104                                      | 24,173                        | 43,581                       | 106,934                       |

### Basic earnings per common share:

|            |         |         |         |         |
|------------|---------|---------|---------|---------|
| Net income | \$ 0.36 | \$ 0.26 | \$ 0.46 | \$ 1.13 |
|------------|---------|---------|---------|---------|

### Diluted earnings per common share:

|            |         |         |         |         |
|------------|---------|---------|---------|---------|
| Net income | \$ 0.36 | \$ 0.26 | \$ 0.46 | \$ 1.13 |
|------------|---------|---------|---------|---------|

(1) Quarterly amounts may not add to annual amounts due to the effect of rounding on a quarterly basis.

(2) In the first quarter of 2015, net income includes a gain of \$13.7 million, on the sale of our equity interest in the unconsolidated joint venture that owned the Wisconsin Dells outlet center.

(3) In the third quarter of 2015, net income includes a gain of \$20.2 million on the sale of our Kittery I and II, Tuscola, and West Branch outlet centers.

(4) In the fourth quarter of 2015, net income includes a gain of \$86.5 million on the sale of our Barstow outlet center.

|  | Year Ended December 31, 2014 <sup>(1)</sup> |                |               |                               |
|--|---|----------------|---------------|-------------------------------|
|  | First Quarter                               | Second Quarter | Third Quarter | Fourth Quarter <sup>(2)</sup> |
| Total revenues   | \$ 102,783                                  | \$ 102,212     | \$ 105,189    | \$ 108,374                    |
| Operating income   | 28,368                                      | 32,625         | 35,283        | 35,587                        |
| Net income   | 15,440                                      | 19,895         | 24,297        | 18,520                        |
| Income attributable to Tanger Factory Outlet Centers, Inc.                     | 14,616                                      | 18,850         | 23,003        | 17,542                        |
| Income available to common shareholders of Tanger Factory Outlet Centers, Inc. | 14,187                                      | 18,369         | 22,522        | 17,061                        |

**Basic earnings per common share :**

|            |         |         |         |         |
|------------|---------|---------|---------|---------|
| Net income | \$ 0.15 | \$ 0.20 | \$ 0.24 | \$ 0.18 |
|------------|---------|---------|---------|---------|

**Diluted earnings per common share:**

|            |         |         |         |         |
|------------|---------|---------|---------|---------|
| Net income | \$ 0.15 | \$ 0.20 | \$ 0.24 | \$ 0.18 |
|------------|---------|---------|---------|---------|

(1) Quarterly amounts may not add to annual amounts due to the effect of rounding on a quarterly basis.

(2) For the fourth quarter, net income includes a \$7.5 million gain on the sale of our Lincoln City outlet center and a \$13.1 million loss on early extinguishment of debt related to the early redemption of senior notes due November 2015.

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**SCHEDULE III - REAL ESTATE AND ACCUMULATED DEPRECIATION**  
**For the Year Ended December 31, 2015 (in thousands)**

| Description          |                    |              | Initial cost to Company |                                    | Costs Capitalized Subsequent to Acquisition (Improvements) |                                    | Gross Amount Carried at Close of Period December 31, 2015 <sup>(1)</sup> |                                    |            |                          |                                     |   |
|----------------------|--------------------|--------------|-------------------------|------------------------------------|--|------------------------------------|--|------------------------------------|------------|--------------------------|-------------------------------------|---|
| Outlet Center Name   | Location           | Encumbrances | Land                    | Buildings, Improvements & Fixtures | Land   | Buildings, Improvements & Fixtures | Land   | Buildings, Improvements & Fixtures | Total      | Accumulated Depreciation | Date of Construction or Acquisition | Life Used to Compute Depreciation in Income Statement |
| Atlantic City        | Atlantic City, NJ  | \$ 46,606    | \$ —                    | \$ 125,988                         | \$ —   | \$ 3,127                           | \$ —   | \$ 129,115                         | \$ 129,115 | \$ 20,322                | 2011 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Blowing Rock         | Blowing Rock, NC   | —            | 1,963                   | 9,424                              | —  | 8,150                              | 1,963  | 17,574                             | 19,537     | 8,887                    | 1997 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Branson              | Branson, MO        | —            | 4,407                   | 25,040                             | 396  | 21,271                             | 4,803  | 46,311                             | 51,114     | 27,199                   | 1994                                | <sup>(2)</sup>  |
| Charleston           | Charleston, SC     | —            | 10,353                  | 48,877                             | —  | 13,039                             | 10,353   | 61,916                             | 72,269     | 23,692                   | 2006                                | <sup>(2)</sup>  |
| Commerce             | Commerce, GA       | —            | 1,262                   | 14,046                             | 707  | 33,901                             | 1,969  | 47,947                             | 49,916     | 28,803                   | 1995                                | <sup>(2)</sup>  |
| Daytona Beach        | Daytona Beach, FL  | —            | —                       | 16,699                             | —  | —                                  | —  | 16,699                             | 16,699     | —                        | <sup>(4)</sup>                      | <sup>(2)</sup>  |
| Deer Park            | Deer Park, NY      | 149,155      | 82,413                  | 173,044                            | —  | 3,448                              | 82,413   | 176,492                            | 258,905    | 17,564                   | 2013 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Foley                | Foley, AL          | —            | 4,400                   | 82,410                             | 693  | 40,720                             | 5,093  | 123,130                            | 128,223    | 46,826                   | 2003 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Foxwoods             | Mashantucket, CT   | 70,250       | —                       | 130,562                            | —  | —                                  | —  | 130,562                            | 130,562    | 3,338                    | 2015                                | <sup>(4)</sup>  |
| Gonzales             | Gonzales, LA       | —            | 679                     | 15,895                             | —  | 35,059                             | 679  | 50,954                             | 51,633     | 27,622                   | 1992                                | <sup>(2)</sup>  |
| Grand Rapids         | Grand Rapids, MI   | —            | 8,180                   | 75,479                             | —  | —                                  | 8,180  | 75,479                             | 83,659     | 1,812                    | 2015                                | <sup>(4)</sup>  |
| Hershey              | Hershey, PA        | —            | 3,673                   | 48,186                             | —  | 2,927                              | 3,673  | 51,113                             | 54,786     | 8,558                    | 2011 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Hilton Head I        | Bluffton, SC       | —            | 4,753                   | —                                  | —  | 32,920                             | 4,753  | 32,920                             | 37,673     | 9,205                    | 2011                                | <sup>(2)</sup>  |
| Hilton Head II       | Bluffton, SC       | —            | 5,128                   | 20,668                             | —  | 9,728                              | 5,128  | 30,396                             | 35,524     | 12,864                   | 2003 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Howell               | Howell, MI         | —            | 2,250                   | 35,250                             | —  | 11,794                             | 2,250  | 47,044                             | 49,294     | 20,351                   | 2002 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Jeffersonville       | Jeffersonville, OH | —            | 2,752                   | 111,276                            | —  | 7,220                              | 2,752  | 118,496                            | 121,248    | 18,308                   | 2011 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Lancaster            | Lancaster, PA      | —            | 3,691                   | 19,907                             | —  | 22,704                             | 3,691  | 42,611                             | 46,302     | 25,101                   | 1994 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Locust Grove         | Locust Grove, GA   | —            | 2,558                   | 11,801                             | —  | 26,986                             | 2,558  | 38,787                             | 41,345     | 23,223                   | 1994                                | <sup>(2)</sup>  |
| Mebane               | Mebane, NC         | —            | 8,821                   | 53,362                             | —  | 2,043                              | 8,821  | 55,405                             | 64,226     | 17,435                   | 2010                                | <sup>(2)</sup>  |
| Myrtle Beach Hwy 17  | Myrtle Beach, SC   | —            | —                       | 80,733                             | —  | 6,477                              | —  | 87,210                             | 87,210     | 23,892                   | 2009 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Myrtle Beach Hwy 501 | Myrtle Beach, SC   | —            | 10,236                  | 57,094                             | —  | 36,947                             | 10,236   | 94,041                             | 104,277    | 35,090                   | 2003 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Nags Head            | Nags Head, NC      | —            | 1,853                   | 6,679                              | —  | 5,831                              | 1,853  | 12,510                             | 14,363     | 7,420                    | 1997 <sup>(3)</sup>                 | <sup>(2)</sup>  |
| Ocean City           | Ocean City, MD     | —            | —                       | 16,334                             | —  | 7,782                              | —  | 24,116                             | 24,116     | 4,695                    | 2011 <sup>(3)</sup>                 | <sup>(2)</sup>  |

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES**  
**SCHEDULE III - REAL ESTATE AND ACCUMULATED DEPRECIATION**  
**For the Year Ended December 31, 2015 (in thousands)**

| Description        |                    |              | Initial cost to Company |                                    | Costs Capitalized Subsequent to Acquisition (Improvements) |                                    | Gross Amount Carried at Close of Period December 31, 2015 <sup>(1)</sup> |                                    |             |                          |                      |   |
|--------------------|--------------------|--------------|-------------------------|------------------------------------|--|------------------------------------|--|------------------------------------|-------------|--------------------------|----------------------|---|
| Outlet Center Name | Location           | Encumbrances | Land                    | Buildings, Improvements & Fixtures | Land   | Buildings, Improvements & Fixtures | Land   | Buildings, Improvements & Fixtures | Total       | Accumulated Depreciation | Date of Construction | Life Used to Compute Depreciation in Income Statement |
| Park City          | Park City, UT      | —            | 6,900                   | 33,597                             | 343  | 26,379                             | 7,243  | 59,976                             | 67,219      | 21,138                   | 2003 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Pittsburgh         | Pittsburgh, PA     | —            | 5,528                   | 91,288                             | 3  | 12,938                             | 5,531  | 104,226                            | 109,757     | 39,319                   | 2008                 | <sup>(2)</sup>  |
| Rehoboth Beach     | Rehoboth Beach, DE | —            | 20,600                  | 74,209                             | 1,875  | 35,241                             | 22,475   | 109,450                            | 131,925     | 40,018                   | 2003 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Riverhead          | Riverhead, NY      | —            | —                       | 36,374                             | 6,152  | 107,799                            | 6,152  | 144,173                            | 150,325     | 79,440                   | 1993                 | <sup>(2)</sup>  |
| San Marcos         | San Marcos, TX     | —            | 1,801                   | 9,440                              | 1,548  | 55,813                             | 3,349  | 65,253                             | 68,602      | 37,551                   | 1993                 | <sup>(2)</sup>  |
| Sanibel            | Fort Myers, FL     | —            | 4,916                   | 23,196                             | —  | 12,585                             | 4,916  | 35,781                             | 40,697      | 20,383                   | 1998 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Sevierville        | Sevierville, TN    | —            | —                       | 18,495                             | —  | 47,298                             | —  | 65,793                             | 65,793      | 32,958                   | 1997 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Seymour            | Seymour, IN        | —            | 200                     | —                                  | —  | —                                  | 200  | —                                  | 200         | —                        | 1994                 | <sup>(2)</sup>  |
| Southaven          | Southaven, MS      | 45,824       | 14,959                  | 62,042                             | —  | —                                  | 14,959   | 62,042                             | 77,001      | 447                      | 2015                 | <sup>(2)</sup>  |
| Terrell            | Terrell, TX        | —            | 523                     | 13,432                             | —  | 9,400                              | 523  | 22,832                             | 23,355      | 17,199                   | 1994                 | <sup>(2)</sup>  |
| Tilton             | Tilton, NH         | —            | 1,800                   | 24,838                             | 29   | 10,560                             | 1,829  | 35,398                             | 37,227      | 14,614                   | 2003 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Westbrook          | Westbrook, CT      | —            | 6,264                   | 26,991                             | 4,233  | 6,104                              | 10,497   | 33,095                             | 43,592      | 13,861                   | 2003 <sup>(3)</sup>  | <sup>(2)</sup>  |
| Williamsburg       | Williamsburg, IA   | —            | 706                     | 6,781                              | 719  | 17,322                             | 1,425  | 24,103                             | 25,528      | 19,206                   | 1991                 | <sup>(2)</sup>  |
|                    |                    | \$311,835    | \$223,569               | \$1,599,437                        | \$16,698   | \$ 673,513                         | \$240,267  | \$2,272,950                        | \$2,513,217 | \$ 748,341               |                      |   |

- (1) Aggregate cost for federal income tax purposes is approximately \$2.6 billion.
- (2) We generally use estimated lives of 33 years for buildings and 15 years for land improvements. Tenant finishing allowances are depreciated over the initial lease term. Building, improvements & fixtures includes amounts included in construction in progress on the consolidated balance sheet.
- (3) Represents year acquired.
- (4) Under construction.

**TANGER FACTORY OUTLET CENTERS, INC. and SUBSIDIARIES**  
**TANGER PROPERTIES LIMITED PARTNERSHIP and SUBSIDIARIES**  
**SCHEDULE III - (Continued)**  
**REAL ESTATE AND ACCUMULATED DEPRECIATION**  
**For the Year Ended December 31, 2015**  
(in thousands)

The changes in total real estate for the years ended December 31, 2015, 2014 and 2013 are as follows:

|  | 2015                | 2014                | 2013                |
|--|---------------------|---------------------|---------------------|
| Balance, beginning of year   | \$ 2,263,603        | \$ 2,249,819        | \$ 1,947,352        |
| Acquisitions   | —                   | —                   | 255,107             |
| Improvements   | 245,391             | 160,560             | 50,283              |
| Dispositions and reclasses to and from rental property held for sale | 4,223               | (146,776)           | (2,923)             |
| Balance, end of year   | <u>\$ 2,513,217</u> | <u>\$ 2,263,603</u> | <u>\$ 2,249,819</u> |

The changes in accumulated depreciation for the years ended December 31, 2015, 2014 and 2013 are as follows:

|  | 2015              | 2014              | 2013              |
|--|-------------------|-------------------|-------------------|
| Balance, beginning of year   | \$ 662,236        | \$ 654,631        | \$ 582,859        |
| Depreciation for the period  | 85,872            | 80,057            | 74,695            |
| Dispositions and reclasses to and from rental property held for sale | 233               | (72,452)          | (2,923)           |
| Balance, end of year   | <u>\$ 748,341</u> | <u>\$ 662,236</u> | <u>\$ 654,631</u> |



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**SECOND AMENDED AND RESTATED  
CREDIT AGREEMENT**

Dated as of October 29, 2015

among

**TANGER PROPERTIES LIMITED PARTNERSHIP,**  
as the Borrower,

**BANK OF AMERICA, N.A.,**  
as Administrative Agent, Swing Line Lender  
and L/C Issuer,

and

The Other Lenders Party Hereto

**MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED  
WELLS FARGO SECURITIES, LLC,**

and

**US BANK NATIONAL ASSOCIATION**  
as Joint Bookrunners and Joint Lead Arrangers,

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Syndication Agent

**US BANK NATIONAL ASSOCIATION**  
as Syndication Agent

**SUNTRUST BANK**  
as Documentation Agent

**BRANCH BANKING AND TRUST COMPANY**  
as Documentation Agent

and

**PNC BANK, NATIONAL ASSOCIATION**  
as Documentation Agent

**REGIONS BANK**  
as Managing Agent

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## SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT (" Agreement") is entered into as of October 29, 2015 among TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership (the " Borrower"), each lender from time to time party hereto either as a result of such party's execution of this Agreement as a "Lender" as of the date hereof or as a result of such party being made a "Lender" hereunder by virtue of an executed Assignment and Assumption (collectively, the " Lenders" and individually, a " Lender"), and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

**WHEREAS**, the Borrower is a party to the Replaced Credit Facility (as defined herein);

**WHEREAS**, the Borrower has requested that the Lenders amend and restate the Replaced Credit Facility in its entirety;

**WHEREAS**, the Lenders are willing to do so on the terms and conditions set forth herein; and

**WHEREAS**, (a) this Agreement is an amendment and restatement of the Replaced Credit Facility in its entirety, (b) all documents, instruments or agreements creating security interests or liens in favor of the "Administrative Agent" or "Lenders" as defined in the Replaced Credit Facility and securing the obligations thereunder continue to secure the Obligations under this Agreement, and (c) this amendment and restatement does not represent a novation with respect to the rights and "Obligations" under the Replaced Credit Facility;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### ARTICLE I. DEFINITIONS AND ACCOUNTING TERMS

#### 1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings set forth below:

" Absolute Rate" means a fixed rate of interest expressed in multiples of 1/100<sup>th</sup> of one basis point.

" Absolute Rate Loan" means a Bid Loan that bears interest at a rate determined with reference to an Absolute Rate.

" Adjusted Unencumbered Asset Value" shall mean, as of any Calculation Date, the aggregate amount (without duplication) of the following, but only if and to the extent held directly by the Borrower or any Wholly-Owned Subsidiary or Controlled Subsidiary that is not an Exempt Subsidiary on and as of such Calculation Date:

(a) the sum of:

(i) unrestricted cash and Cash Equivalents held (excluding any tenant deposits); plus

(ii) cost value of Projects Under Development that are included in Unencumbered Assets (provided however, that the amount included under this item (a)(ii) shall (A) not comprise more than fifteen percent (15%) of the total amount of Adjusted Unencumbered Asset Value and (B) include only costs incurred as of any Calculation Date); plus

(iii) cost value of New Developments that are included in Unencumbered Assets (provided however, that the amount included under this item (a)(iii) shall include only costs incurred as of any Calculation Date); plus

(b) an amount equal to:

(i) (x) Unencumbered EBITDA for the most recently-ended Annual Period (as adjusted by the Borrower (1) to take into account the Unencumbered EBITDA of any dispositions during such Annual Period of Unencumbered Assets and (2) to deduct Unencumbered EBITDA for any Projects Under Development and New Developments that are included in Unencumbered Assets, each of which adjustments must be approved by the Administrative Agent in its reasonable discretion), minus (y) the Capital Expenditure Reserve with respect to such assets (excluding Projects Under Development and New Developments that are included in Unencumbered Assets); divided by

(ii) .0650

provided, however, that (I) not less than ninety percent (90%) of the sum of items (a)(ii), (a)(iii) and (b) must be derived from retail properties; provided, that if, and to the extent, the amount of the sum of said items (a)(ii), (a)(iii) and (b) derived from non-retail properties exceeds ten percent (10%) of Adjusted Unencumbered Asset Value, said excess shall not be included in Adjusted Unencumbered Asset Value, (II) the Unencumbered Assets from which items (a)(iii) and (b) are derived must have an average occupancy rate of not less than eighty-five percent (85%), determined on a weighted average basis; provided, that if, and to the extent, such average occupancy rate is less than eighty-five percent (85%), amounts attributable to Unencumbered Assets contributing to items (a)(iii) and/or (b) must be removed from the calculation thereof to the extent necessary to cause such occupancy rate to equal or exceed eighty-five percent (85%), and (III) no more than 10.0% of the assets contributing to the determination of Adjusted Unencumbered Asset Value may be allocable to assets owned by Controlled Subsidiaries (and any final calculation of Adjusted Unencumbered Asset Value shall be revised to remove any such excess).

“Administrative Agent” means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

“Administrative Agent’s Office” means, with respect to any currency, the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 10.02 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in substantially the form of Exhibit F-2 or any other form approved by the Administrative Agent.

“Advance Funding Arrangements” means any arrangements requested by the Borrower and acceptable to the Administrative Agent in its sole discretion for the delivery of funds by Lenders to or for the account of the Administrative Agent for safekeeping pending their delivery by the Administrative Agent to the Borrower on the Closing Date to fund Committed Loans of such Lenders on such date.

“Advance Funding Documentation” means such deposit account documentation, securities account agreements, custodial agreements, security agreements, funding indemnities or other documentation as the Administrative Agent may reasonably require in connection with Advance Funding Arrangements.

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Aggregate Commitments” means the Commitments of all the Lenders, as adjusted from time to time in accordance with the terms of this Agreement. The Aggregate Commitments as of the Closing Date shall be \$500,000,000.

“Agreement” means this Credit Agreement, as amended, restated, supplemented, extended and otherwise modified from time to time.

“Alternative Currency” means Canadian Dollars, the lawful currency of the nation of Canada.



“Alternative Currency Equivalent” means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative Currency with Dollars.

“Alternative Currency Sublimit” means an amount equal to the lesser of (a) the Aggregate Commitments and (b) \$100,000,000.00. The Alternative Currency Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Annual Period” shall mean the most recently-ended twelve (12) calendar month period for which the Borrower has provided financial information.

“Applicable Percentage” means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time, subject to adjustment as provided in this Agreement, including without limitation in Section 2.18. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments permitted hereunder. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Applicable Rate” means, from time to time, the following percentages per annum, based upon the Debt Rating as set forth below:

| Pricing Level | Borrower Debt Rating | Eurocurrency Applicable Spread/<br>LC Fee % | Base Rate Applicable<br>Spread | Facility Fee |
|---------------|----------------------|---|--------------------------------|--------------|
| 1             | ≥A-/A3               | 0.850%                                      | 0.000%                         | 0.125%       |
| 2             | BBB+/Baa1            | 0.900%                                      | 0.000%                         | 0.150%       |
| 3             | BBB/Baa2             | 1.000%                                      | 0.000%                         | 0.200%       |
| 4             | BBB-/Baa3            | 1.200%                                      | 0.200%                         | 0.250%       |
| 5             | <BBB-/Baa3           | 1.550%                                      | 0.550%                         | 0.300%       |

“Debt Rating” means, as of any date of determination, the rating as determined by either S&P or Moody’s (collectively, the “Debt Ratings”) of the Borrower’s non-credit-enhanced, senior unsecured long-term debt; provided that (a) if the respective Debt Ratings issued by the foregoing rating agencies differ by one level, then the Pricing Level for the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 5 being the lowest); (b) if there is a split in Debt Ratings of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (c) if the Borrower has only one Debt Rating, the Pricing Level that is attributable to such Debt Rating shall apply; and (d) if the Borrower does not have any Debt Rating, Pricing Level 5 shall apply.

Initially, the Applicable Rate shall be determined based upon the Debt Rating specified in the certificate delivered pursuant to Section 4.01(a)(vii). Any change in the Borrower’s Debt Rating which would cause it to move to a different Level shall be effective as of the first day of the first calendar month immediately following receipt by the Administrative Agent of written notice delivered by the Borrower that the Borrower’s Debt Rating has changed; provided, however, if the Borrower has not delivered the notice required by such Section but the Administrative Agent becomes aware that the Borrower’s Debt Rating has changed, then the Administrative Agent may, in its sole discretion, adjust the Level effective as of the first day of the first calendar month following the date the Administrative Agent becomes aware that the Borrower’s Debt Rating has changed.

“Applicable Time” means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arranger” means a collective reference to MLPF&S, Wells Fargo Securities, LLC and US Bank National Association, in their capacity as joint bookrunners and joint lead arrangers.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit F-1 or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

“Audited Financial Statements” means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2014, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

“Availability Period” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.07, and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

“Bank of America” means Bank of America, N.A. and its successors.

“Base Rate” means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its “prime rate”, and (c) the Eurocurrency Rate plus 1.00%. The “prime rate” is a rate set by the Administrative Agent based upon various factors including the Administrative Agent’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by the Administrative Agent shall take effect at the opening of business on the day specified in the public announcement of such change.

“Base Rate Committed Loan” means a Committed Loan that is a Base Rate Loan.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

“Bid Borrowing” means a borrowing consisting of simultaneous Bid Loans of the same Type from each of the Lenders whose offer to make one or more Bid Loans as part of such borrowing has been accepted under the auction bidding procedures described in Section 2.03.

“Bid Loan” has the meaning specified in Section 2.03(a).

“Bid Loan Lender” means, in respect of any Bid Loan, the Lender making such Bid Loan to the Borrower.

“Bid Loan Sublimit” means, as of any date of determination, an amount equal to fifty percent (50.0%) multiplied by the full amount of the Aggregate Commitments. The Bid Loan Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Bid Request” means a written request for one or more Bid Loans substantially in the form of Exhibit B-1.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning specified in Section 6.02.

“Borrowing” means a Committed Borrowing, a Bid Borrowing or a Swing Line Borrowing, as the context may require.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent’s Office with respect to Obligations denominated in Dollars is located and:

(a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Dollars, any fundings, disbursements, settlements and payments in Dollars in respect of any such Eurocurrency Rate Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means any such day that is also a London Banking Day;

(b) if such day relates to any interest rate settings as to any Alternative Currency, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the London or other applicable offshore interbank market for such currency; and

(c) if such day relates to any fundings, disbursements, settlements and payments in any Alternative Currency in respect of a Eurocurrency Rate Loan denominated in any Alternative Currency, or any other dealings in any Alternative Currency to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

“Calculation Date” shall mean each of (a) the last day of each calendar quarter and (b) each other date on which any of the financial covenants of Borrower are calculated.

“Capital Expenditure Reserve” shall mean, as of any Calculation Date, an amount equal to the product of (i) the gross leasable area (in square feet) contained in each Unencumbered Asset measured as of the last day of each of the immediately preceding four (4) calendar quarters and averaged, multiplied by (ii) \$0.15. Capital Expenditure Reserve shall be calculated on a consolidated basis in accordance with GAAP and shall include (without duplication) the Equity Percentage of Capital Expenditure Reserve for the Borrower’s Unconsolidated Affiliates.

“Cash Collateralize” means to deposit in a Controlled Account or to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, L/C Issuer or Swing Line Lender (as applicable) and the Lenders, as collateral for L/C Obligations, Obligations in respect of Swing Line Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if the L/C Issuer or Swing Line Lender benefitting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to (a) the Administrative Agent and (b) the L/C Issuer or the Swing Line Lender (as applicable). “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support and shall, in all cases, be denominated in Dollars.

“Cash Equivalents” means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve (12) months from the date of acquisition, (b) U.S. dollar denominated time deposits and certificates of deposit of (i) any Lender, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-2 or the equivalent thereof or from Moody’s is at least P-2 or the equivalent thereof (any such bank being an “Approved Bank”), in each case with maturities of not more than two (2) years from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation

rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's and maturing within one (1) year of the date of acquisition, (d) repurchase agreements with a bank or trust company (including any of the Lenders) or recognized securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States of America in which any Consolidated Party shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations and (e) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940, as amended, which are administered by reputable financial institutions having capital of at least \$50,000,000 and the portfolios of which invest principally in Investments of the character described in the foregoing subdivisions (a) through (d).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall mean a change resulting when (a) Borrower or Parent becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) that any Person or Group (other than a Permitted Holder) shall at any time Beneficially Own more than 50% of the aggregate voting power of all classes of Voting Stock of Parent; provided, however, that the formation of a direct or indirect parent holding company to Parent shall not be a change of control if (i) Parent is a Subsidiary of such parent holding company, and (ii) no Person or Group (other than a Permitted Holder) shall at any time Beneficially Own more than 50% of the aggregate voting power of all classes of Voting Stock of such parent; (b) the first day that a majority of the members of the Board of Directors of Parent are not Continuing Directors; or (c) Parent, or a wholly owned Subsidiary of Parent, shall cease to be the general partner of the Borrower or to own at least 51% of the outstanding Equity Interests of the Borrower.

As used herein (1) "Beneficially Own" means "beneficially own" as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, or any successor provision thereto; provided, however, that, for purposes of this definition, a Person shall not be deemed to Beneficially Own securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliate until such tendered securities are accepted for purchase or exchange; (2) "Group" means "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended; (3) "Voting Stock" of any Person shall mean capital stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, either at all times or only so long as no senior class of securities has such voting power by reason of any contingency; (4) "Permitted Holder" shall mean any of: (i) Steven Tanger, his spouse (or former spouse(s), as applicable), any of their descendants, siblings or family members or any of their spouses (or former spouses), or any of their estates (any such persons or estates in his clause (i), a "Tanger Member"), (ii) any trust primarily for the benefit of any Tanger Member or Tanger Members, (iii) any entity the majority of the owners of which are entities under clauses (i) through (ii); (5) "Continuing Director" shall mean, as of any date of determination, any member of the Board of Directors of Parent who (i) is a member of the Board of Directors of Parent on the date of this Agreement, or (ii) was nominated for election or was elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination or election; and (6) in calculating any beneficial ownership or percentage ownership of Voting Stock units of the Parent held by any Permitted Holder that are exchangeable for Voting Stock shall be deemed to be outstanding Voting Stock of Parent as if such units had been exchanged for Voting Stock.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

“Code” means the Internal Revenue Code of 1986.

“Commitment” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the Dollar amount set forth opposite such Lender’s name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Committed Borrowing” means a borrowing consisting of simultaneous Committed Loans of the same Type, in the same currency and, in the case of Eurocurrency Rate Committed Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

“Committed Loan” has the meaning specified in Section 2.01.

“Committed Loan Notice” means a notice of (a) a Committed Borrowing, (b) a conversion of Committed Loans from one Type to the other, or (c) a continuation of Eurocurrency Rate Committed Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“Competitive Bid” means a written offer by a Lender to make one or more Bid Loans, substantially in the form of Exhibit B-2, duly completed and signed by a Lender.

“Compliance Certificate” means a certificate substantially in the form of Exhibit E.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Parties” means a collective reference to the Parent and its consolidated Subsidiaries; and “Consolidated Party” means any one of them.

“Contractual Obligation” means, as to any Person, any material provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Controlled Account” means each deposit account and securities account that is subject to an account control agreement in form and substance satisfactory to the Administrative Agent and the L/C Issuer.

“Controlled Subsidiary” of a Person means (a) any Subsidiary at least 90.0% of the outstanding voting securities of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (b) any partnership, limited liability company, association, joint venture or similar business organization at least 90.0% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled, but that, in each case, is not a Wholly-Owned Subsidiary. Except as otherwise specifically noted, each reference to “Controlled Subsidiary” contained herein shall be to Subsidiaries of the Borrower meeting the qualifications noted above.

“Credit Extension” means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“Debt Rating” has the meaning specified in the definition of “Applicable Rate”.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurocurrency Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

“Defaulting Lender” means, subject to Section 2.18(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the L/C Issuer, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.18(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower, the L/C Issuer, the Swing Line Lender and each other Lender promptly following such determination.

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Dollar” and “\$” mean lawful money of the United States.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

“Domestic Subsidiary” means any Subsidiary that is organized under the laws of any political subdivision of the United States.

“EBITDA” shall mean, as of any Calculation Date, (a) Borrower’s and each Wholly-Owned Subsidiary’s earnings before interest, taxes, depreciation, and amortization, all determined in accordance with GAAP consistently applied (excluding extraordinary or non-recurring gains or losses and excluding earnings attributable to Joint Ventures or Joint Venture Projects), plus (b) Borrower’s Equity Percentage of earnings before interest, taxes, depreciation, and amortization for Joint Ventures and Joint Venture Projects, all determined in accordance with GAAP consistently applied (excluding extraordinary gains or losses). For purposes of this definition, nonrecurring items shall be deemed to include (i) gains and losses on sale of any Property or Project, (ii) gains and losses on early extinguishment of Indebtedness, (iii) non-cash severance and other non-cash restructuring charges and (iv) transaction costs of acquisitions not permitted to be capitalized pursuant to GAAP. EBITDA shall be adjusted to remove any impact from straight line rent leveling adjustments required under GAAP and amortization of intangibles pursuant to FASB ASC 141.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

“Environmental Complaint” means any complaint, order, demand, citation or notice threatened or issued in writing to any Loan Party by any Person with regard to air emissions, water discharges, Releases, or disposal of any Hazardous Materials, noise emissions or any other environmental, health or safety matter affecting any Loan Party or any of their respective Properties.

“Environmental Laws” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Percentage” means the aggregate ownership percentage of Borrower and its Subsidiaries in a given Joint Venture, which shall be calculated as follows: (a) for calculation of Indebtedness or liabilities, Borrower’s or such Subsidiary’s nominal capital ownership interest in the applicable Joint Venture as set forth in such entity’s organizational

documents, or, if greater, the amount or percentage of such items allocated to Borrower or such Subsidiary, or for which Borrower or such Subsidiary is directly or indirectly responsible, pursuant to the terms of the applicable joint venture agreement (or similar governing agreement) or applicable law and (b) for all other purposes, the greater of (i) Borrower's or such Subsidiary's nominal capital ownership interest in the applicable Joint Venture as set forth in such entity's organizational documents, and (ii) Borrower's or such Subsidiary's economic ownership interest in the applicable Joint Venture, reflecting Borrower's or such Subsidiary's share of income and expenses of such Joint Venture.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"Eurocurrency Bid Margin" means the margin above or below the Eurocurrency Rate to be added to or subtracted from the Eurocurrency Rate, which margin shall be expressed in multiples of 1/100<sup>th</sup> of one basis point.

"Eurocurrency Margin Bid Loan" means a Bid Loan that bears interest at a rate based upon the EurocurrencyRate.

"Eurocurrency Rate" means:

(a) With respect to any Credit Extension:

(i) denominated in Dollars, the rate per annum equal to the London Interbank Offered Rate ("LIBOR") or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in the relevant currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period;

(ii) denominated in Canadian dollars, the rate per annum equal to the Canadian Dealer Offered Rate, or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at or about 10:00 a.m. (Toronto, Ontario time) on the Rate Determination Date with a term equivalent to such Interest Period; and

(b) for any rate calculation with respect to a Base Rate Loan on any date, the rate per annum equal to LIBOR, at or about 11:00 a.m., London time determined two Business Days prior to such date for U.S. Dollar deposits with a term of one month commencing that day;



provided that to the extent a comparable or successor rate is approved by the Administrative Agent in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent; and if the Eurocurrency Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

“Eurocurrency Rate Committed Loan” means a Committed Loan that bears interest at a rate based on clause (a) of the definition of “Eurocurrency Rate.”

“Eurocurrency Rate Loan” means a Eurocurrency Rate Committed Loan or a Eurocurrency Margin Bid Loan.

“Event of Default” has the meaning specified in Section 8.01.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 10.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a)(ii) or (c), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.01(e) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

“Exempt Subsidiaries” means, as of any date of determination, a collective reference to:

- (a) each Subsidiary of any Loan Party that is neither a Wholly-Owned Subsidiary nor a Controlled Subsidiary;
- (b) each non-Material Subsidiary of any Loan Party;
- (c) each Material Subsidiary of any Loan Party which is (or, promptly following its release as a Loan Party hereunder pursuant to the terms of Section 6.12(b) hereof shall be) an obligor with respect to any material secured third party Indebtedness; and
- (d) each Material Subsidiary of any Loan Party, the direct or indirect equity interests or assets of which are (or, promptly following its release as a Loan Party hereunder pursuant to the terms of Section 6.12(b) hereof, shall be) Disposed of or otherwise sold, conveyed or transferred, and/or subject to a letter of intent, purchase agreement or other written agreement for the Disposal of, sale or other transfer of such equity interests or assets to a third party purchaser; and

“Exempt Subsidiary” means any one of such entities.

“Existing Letters of Credit” means those letters of credit originally issued under the Replaced Credit Agreement and deemed made hereunder (and an Obligation of Borrower hereunder) as of the effective date of this Agreement, as listed on Schedule 1.01 hereof.

“Extended Maturity Date” means October 29, 2020.

“Fair Market Minimum Net Worth” shall mean, as of any Calculation Date, Total Adjusted Asset Value less Total Liabilities.

“FASB ASC” means the Accounting Standards Codification of the Financial Accounting Standards Board.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

“Fee Letter” means the letter agreement, dated September 14, 2015, among the Borrower, the Administrative Agent and the Arranger.

“Fixed Charges” shall mean, as of any Calculation Date, an amount equal to (a) all principal and interest payments due on all obligations of the Borrower and its Wholly-Owned Subsidiaries for the most recently-ended Annual Period, exclusive of balloon maturity payments, plus (b) Borrower’s Equity Percentage of the sum of all principal and interest payments due on all loan obligations of any Joint Venture or otherwise attributable to any Joint Venture Project for such Annual Period, exclusive of balloon maturity payments, plus (c) all Preferred Dividends, if any, payable with respect to such Annual Period, plus (d) a capital expenditure allowance of \$0.15 times gross leasable area of owned Projects plus a capital expenditure allowance of \$0.15 times gross leasable area of Joint Venture Projects multiplied by the Borrower’s Equity Percentage of such Joint Venture Projects (excluding Projects Under Development and New Developments).

“Foreign Lender” means a Lender that is not a U.S. Person.

“Foreign Obligor” means a Loan Party that is a Foreign Subsidiary.

“Foreign Subsidiary” means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fronting Exposure” means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender’s Applicable Percentage of the Outstanding Amount of all outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender’s Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

“Fully Satisfied” means, with respect to the Obligations as of any date, that, as of such date, (a) all principal of and interest accrued to such date which constitute Obligations shall have been irrevocably paid in full in cash, and (b) all fees, expenses and other amounts then due and payable which constitute Obligations shall have been irrevocably paid in cash.

“Fund” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantors” means, collectively, as of any date of determination, the Parent and each Subsidiary Guarantor, in each case to the extent such Person has not been released from its obligations under the Guaranty pursuant to the terms of the Guaranty and this Agreement. As of the date of this Agreement, the only Guarantor is the Parent.

“Guaranty” means the Amended and Restated Continuing Guaranty dated as of the date hereof made by the Parent and each Subsidiary Guarantor in favor of the Administrative Agent and the Lenders, substantially in the form of Exhibit G, as the same may be amended, restated, supplemented or otherwise modified from time to time, and as joined from time to time by such Persons that become, following the date hereof, a Guarantor.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Indebtedness” means all obligations, contingent and otherwise in respect of (a) all debt and similar monetary obligations, whether direct or indirect and whether evidenced by one or more notes, bonds, agreements or other evidences of indebtedness; (b) all liabilities secured by any mortgage, pledge, security interest, lien, charge, or other encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby shall have been assumed; (c) all liabilities under capitalized leases; and (d) all guarantees, endorsements and other contingent obligations whether direct or indirect in respect of indebtedness of others, including the obligations to reimburse the issuer in respect of any letters of credit. With respect to Borrower, Indebtedness shall be calculated on a consolidated basis in accordance with GAAP, and including (without duplication) the Equity Percentage of Indebtedness for the Borrower’s Unconsolidated Affiliates.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Indemnitees” has the meaning specified in Section 10.04(b).

“Information” has the meaning specified in Section 10.07.

“Initial Maturity Date” means October 29, 2019.

“Interest Payment Date” means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date.

“Interest Period” means (a) as to each Eurocurrency Rate Loan other than a Eurocurrency Margin Bid Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan and ending on the date one (1) week or one (1), two (2), three (3), or six (6) months thereafter (or such other period as may be consented to by all Lenders), as selected by the Borrower in its loan notice (and subject to the terms set forth below), (b) as to each Eurocurrency Margin Bid Loan, the period commencing on the date such Eurocurrency Margin Bid Loan is disbursed as a Eurocurrency Margin Bid Loan and ending on the date one (1) week or one (1), two (2), three (3) or six (6) months thereafter, as selected by the Borrower in its Bid Request (and subject to the terms set forth below) and (c) as to each Absolute Rate Loan, a period of not less than 14 days and not more than 180 days as selected by the Borrower in its Bid Request; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period (other than an Interest Period having a one (1) week duration) that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period shall extend beyond the Maturity Date; and

(d) a period of twelve (12) months shall be deemed, as used in connection with the term “Interest Period”, to be equal to 364 days and any period in excess of six (6) months shall only be available to the Borrower to the extent available from and consented to by each Lender.

“Internal Control Event” means fraud that involves senior management of the Parent or the Borrower internal who have control over financial reporting, as described in the Securities Laws.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit.

“Investment Grade Rating” means a Borrower Credit Rating of BBB- (or equivalent) or higher from S&P and Baa3 (or equivalent) or higher from Moody’s.

“IP Rights” has the meaning specified in Section 5.18.

“IRS” means the United States Internal Revenue Service.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to such Letter of Credit.

“Joint Venture” shall mean any Person in which the Borrower owns, directly or indirectly, an Equity Interest, but that is not a Wholly-Owned Subsidiary of the Borrower.

“Joint Venture Projects” shall mean all Projects with respect to which Borrower holds, directly or indirectly, an interest that is less than 100%; provided, that, to the extent either (1) (a) a Consolidated Party, as the buyer of any Project has provided financing in lieu of direct payment of some portion of the purchase price for such Project which allows the seller of such Project to retain a minority ownership interest therein (for such purpose only, an interest that is (i) less than fifteen percent (15%) of the aggregate ownership interest and (ii) is neither a managing member nor a general partner interest); (b) such Consolidated Party has obtained a security interest in the equity interests related to such Project securing the repayment of such financing and providing that such equity interests are, if such financing is not repaid at or prior to its maturity, to be transferred to such Consolidated Party upon the exercise of Borrower’s remedies thereunder; (c) debt service payments related to such financing are matched to the expected distributions under the joint venture agreement related to the applicable Project; and (d) such Consolidated Party obtains control over the Project immediately upon the acquisition thereof or (2) (a) the seller of such Project is to retain a nominal ownership interest therein (for such purpose only, an interest that is (i) less than three percent (3%) of the aggregate ownership interest, (ii) less than three percent (3%) of the economic interests and distribution rights related to the Project and (iii) is neither a managing member nor a general partner interest) and (b) such Consolidated Party obtains control over the Project immediately upon the acquisition thereof; any such Project shall be deemed, for purposes of this Agreement, to be 100% owned by the Borrower and shall not be included as a Joint Venture Project; provided, further, that to the extent a Joint Venture Project is treated as wholly-owned pursuant to item 2 above, the income attributable to, value of and Indebtedness/liabilities related to such project, for purposes of calculating the financial covenants contained herein, shall include only the Borrower’s Equity Percentage of the income, value and/or Indebtedness/liabilities (as applicable) of such Joint Venture Project.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“L/C Advance” means, with respect to each Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage. All L/C Advances shall be denominated in Dollars.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Committed Borrowing. All L/C Borrowings shall be denominated in Dollars.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” means Bank of America in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

“L/C Obligations” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Lender” has the meaning specified in the introductory paragraph hereto and, unless the context requires otherwise, includes the Swing Line Lender.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

“Letter of Credit” means any standby letter of credit issued hereunder (and shall include the Existing Letters of Credit). Letters of Credit may be issued in Dollars or in an Alternative Currency.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the day that is five (5) days prior to the Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

“Letter of Credit Fee” has the meaning specified in Section 2.04(h).

“Letter of Credit Sublimit” means an amount up to the lesser of (a) \$50,000,000.00 or (b) the Aggregate Commitments. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments.

“LIBOR” has the meaning specified in the definition of Eurocurrency Rate.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan, a Bid Loan or a Swing Line Loan.

“Loan Documents” means this Agreement, each Note, each Issuer Document, any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.17, the Fee Letter, the Guaranty and any other documents, instruments or agreements executed and delivered by the Borrower and/or any Guarantor related to the foregoing.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“London Banking Day” means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank Eurodollar market.

“Material Acquisition” means any acquisition or series of acquisitions taking place pursuant to a single purchase agreement or purchase agreements executed concurrently with one or more third parties over a period not in excess of

sixty (60) days by the Borrower and/or any Person constituting part of the consolidated group included in the determination of the components of Total Liabilities or Total Adjusted Asset Value whereby the Borrower and/or such Person(s) acquire assets with a fair market value of at least ten percent (10%) of Total Adjusted Asset Value, as determined immediately prior to such acquisition(s).

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), or condition (financial or otherwise) of the Consolidated Parties (including without limitation, the Borrower), taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its material obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

"Material Subsidiary" means, as of any date of determination, any Wholly-Owned Subsidiary or Controlled Subsidiary of a Loan Party that holds assets contributing an amount equal to or greater than one quarter of one percent (0.25%) of the calculation of Total Adjusted Asset Value.

"Maturity Date" means the later of (a) the Initial Maturity Date and (b) if maturity is extended pursuant to Section 2.15, the Extended Maturity Date; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Minimum Collateral Amount" means, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to 105% of the Fronting Exposure of the L/C Issuer with respect to Letters of Credit issued and outstanding at such time, (ii) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of Section 2.17(a)(i), (a)(ii) or (a)(iii), an amount equal to 105% of the Outstanding Amount of all LC Obligations, and (iii) otherwise, an amount determined by the Administrative Agent and the L/C Issuer in their sole discretion.

"MLPF&S" means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" shall mean (a) any mortgage, deed of trust, deed to secure debt or similar security instrument (regardless of priority) made or to be made by any entity or person owning an interest in real estate granting a lien on such interest in real estate as security for the payment of Indebtedness and (b) any mezzanine indebtedness relating to such real estate interest and secured by the Equity Interests of the direct or indirect owner of such real estate interest or which is otherwise recourse to such owner.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Negative Pledge" shall mean with respect to a given asset, any provision of a document, instrument or agreement (other than any Loan Document) which (a) prohibits or purports to prohibit the creation or assumption of any Lien on such asset as security for Indebtedness of the Person owning such asset or any other Person or (b) requires the grant of any security for such obligation if security is given for some other obligation; provided, however, that an agreement that conditions a Person's ability to borrow money or continue to borrow money upon the maintenance of one or more specified ratios and that does not generally prohibit the encumbrance of such Person's assets, or the encumbrance of specific assets, shall not constitute a Negative Pledge.

“New Development” shall mean, as of any Calculation Date, (a) any Project which was a Project Under Development during the most recently-ended Annual Period as to which conditions (a), (b) and (c) as provided for in the definition of Projects Under Development have been satisfied, and (b) any Project acquired during the most recently-ended Annual Period, such Project(s) being a New Development only for a period not to exceed twelve (12) months (or such shorter period as Borrower may elect).

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (ii) has been approved by the Required Lenders.

“Non-Defaulting Lender” means, at any time, each Lender that is not a Defaulting Lender at such time.

“Note” means a promissory note made by Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit D.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

“Outstanding Amount” means (i) with respect to Committed Loans on any date, the Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Committed Loans occurring on such date; (ii) with respect to Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Swing Line Loans occurring on such date; and (iii) with respect to any L/C Obligations on any date, the Dollar Equivalent amount of the aggregate outstanding amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.



“Overnight Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent, the L/C Issuer, or the Swing Line Lender, as the case may be, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, the rate of interest per annum at which overnight deposits in the applicable Alternative Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of Bank of America in the applicable offshore interbank market for such currency to major banks in such interbank market.

“Parent” means Tanger Factory Outlet Centers, Inc., a North Carolina corporation, together with its successors and permitted assigns.

“Participant” has the meaning specified in Section 10.06(d).

“Participant Register” has the meaning specified in Section 10.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Act” means the Pension Protection Act of 2006.

“Pension Funding Rules” means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

“Pension Plan” means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Borrower and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any ERISA Affiliate or any such Plan to which the Borrower or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“Platform” has the meaning specified in Section 6.02.

“Preferred Dividends” shall mean, with respect to any Person, dividends or other distributions which are payable to holders of any Equity Interests in such Person which entitle the holders of such Equity Interests to be paid on a preferred basis prior to dividends or other distributions to the holders of other types of Equity Interests in such Person.

“Projects” shall mean any and all parcels of real property owned by the Borrower or with respect to which the Borrower owns an interest (whether directly or indirectly) on which are located improvements with a gross leasable area in excess of 50,000 sq. ft. or with respect to which construction and development of such improvements are under development.

“Projects Under Development” means, as of any Calculation Date, any Project under development by the Borrower, any Wholly-Owned Subsidiary of the Borrower or any Joint Venture (a) classified as construction in progress on the Borrower’s quarterly financial statements or the financial statements of such Joint Venture; or (b) as to which a certificate of occupancy has not been issued; or (c) as to which a minimum of 70% of total gross leasable area has not been leased and occupied by paying tenants.

“Properties” means, as of any date of determination, all interests in real property (direct or indirect), together with all improvements thereon, owned by any of the Consolidated Parties; and “Property” means any one of them.

“Public Lender” has the meaning specified in Section 6.02.

“Rate Determination Date” means two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such other day as otherwise reasonably determined by the Administrative Agent).

“Recipient” means the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

“Register” has the meaning specified in Section 10.06(c).

“Registered Public Accounting Firm” has the meaning specified in the Securities Laws and shall be independent of the Borrower as prescribed by the Securities Laws.

“REIT” means a Person qualifying for treatment as a “real estate investment trust” under the Code.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration of Hazardous Materials into the environment, or into or out of any Property, including the movement of any Hazardous Materials through or in the air, soil, surface water, groundwater, of any Property.

“Replaced Credit Facility” means that certain Amended and Restated Credit Agreement dated as of November 10, 2011 among Borrower, Administrative Agent and the lenders party thereto, as the same may have been, prior to the date of this Agreement, amended, restated, supplemented, extended or otherwise modified.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

“Request for Credit Extension” means (a) with respect to a Borrowing, conversion or continuation of Committed Loans, a Committed Loan Notice, (b) with respect to a Bid Loan, a Bid Request, (c) with respect to an L/C Credit Extension, a Letter of Credit Application, and (d) with respect to a Swing Line Loan, a Swing Line Loan Notice.

“Required Lenders” means, at any time, Lenders having Total Credit Exposures representing more than 50% of the Total Credit Exposures of all Lenders or, if the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this computation); provided, however, that to the extent the Lenders are voting on any change, amendment, modification, supplement or waiver with respect to (i) the provisions of any of the financial covenants set forth in Section 7.11 hereof, (ii) the definition of the term “Change of Control” set forth in this Section 1.01 or (iii) Section 8.01(k) hereof, the term “Required Lenders” shall mean Lenders having at least sixty-six and two-thirds of one percent (66-2/3%) of the Total Credit Exposures or, if the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate at least sixty-six and two-thirds of one percent (66-2/3%) of the Total Outstandings. The Total Credit Exposure of, and Total Outstandings held by, any Defaulting Lender shall be disregarded in determining Required Lenders at any time; provided that, the amount of any participation in any Swing Line Loan and Unreimbursed Amounts that such Defaulting Lender has failed to fund that

have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the Swing Line Lender or L/C Issuer, as the case may be, in making such determination. Further, at all times when two (2) or more Lenders, excluding Defaulting Lenders, are party to this Agreement, the term "Required Lenders" shall, notwithstanding the foregoing, in no event mean less than two (2) Lenders.

**"Responsible Officer"** means the chief executive officer, president, chief operating officer, chief financial officer, general counsel, executive vice president, senior vice president, vice president, treasurer, secretary or assistant secretary of a Loan Party, or any other individual who may from time to time be authorized by the Board of Directors of the Borrower to serve as a "Responsible Officer" for the purposes hereof and, solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

**"Restricted Payment"** means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of the Equity Interests of any Consolidated Party, now or hereafter outstanding (including any payment of dividends by the Borrower necessary to retain its status as a REIT or to meet the distribution requirements of Section 857 of the Internal Revenue Code), (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of the Equity Interests of any Consolidated Party, now or hereafter outstanding, and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Equity Interests of any Consolidated Party, now or hereafter outstanding.

**"Revaluation Date"** means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of a Eurocurrency Rate Loan denominated in an Alternative Currency, (ii) each date of a continuation of a Eurocurrency Rate Loan denominated in an Alternative Currency pursuant to Section 2.02, and (iii) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof, (iii) each date of any payment by the L/C Issuer under any Letter of Credit denominated in an Alternative Currency, (iv) in the case of all Existing Letters of Credit denominated in Alternative Currencies, the Closing Date, and (v) such additional dates as the Administrative Agent or the L/C Issuer shall determine or the Required Lenders shall require.

**"Revolving Credit Exposure"** means, as to any Lender at any time, the aggregate Outstanding Amount at such time of its Committed Loans and the aggregate Outstanding Amount of such Lender's participation in L/C Obligations and Swing Line Loans at such time.

**"Sanction(s)"** means any sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury ("HMT") or other relevant sanctions authority.

**"S&P"** means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

**"Same Day Funds"** means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

**"Sarbanes-Oxley"** means the Sarbanes-Oxley Act of 2002.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Secured Indebtedness” shall mean an amount, as of any Calculation Date, equal to (a) any Indebtedness of the Borrower secured by any encumbrance or by any security interest, lien, privilege, or charge (other than liens for real estate taxes that are not yet due and payable) on any real or personal property, plus (b) Borrower’s Equity Percentage of any Indebtedness of any Joint Venture Projects or any Joint Ventures secured by any encumbrance or by any security interest, lien, privilege, or charge (other than liens for real estate taxes that are not yet due and payable) on any real or personal property.

“Securities Holdings” shall mean common stock, preferred stock, other capital stock, beneficial interest in trust, membership interest in limited liability companies and other Equity Interests in entities (other than consolidated and unconsolidated subsidiaries) such that the aggregate basis of such interests is calculated on the basis of lower of cost or market value.

“Securities Laws” means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

“Spot Rate” for a currency means the rate determined by the Administrative Agent or the L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and provided further that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor” means, as of any date of determination, each Wholly-Owned Subsidiary or Controlled Subsidiary of the Borrower (or any Person already qualified as a Loan Party) that: (a) is not an Exempt Subsidiary, and (b) has incurred, guaranteed, or become liable for (or has agreed to incur, guarantee, or otherwise become liable for) any unsecured obligations (other than with respect to the Loan Documents, ordinary course trade payables, or debt constituting liability under or with respect to any guaranties of standard non-recourse carve-out obligations) in excess of \$2,000,000.00; provided, that Atlantic City Three, LLC may, until June 30, 2016, have up to \$10,000,000.00 of such obligations without qualifying as a “Subsidiary Guarantor” hereunder (but shall, as of July 1, 2016, immediately qualify as a “Subsidiary Guarantor” hereunder to the extent any such obligations of such Person are in excess of \$2,000,000.00 (and it meets the other criteria set forth herein for qualification as such)).

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any

and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swing Line Borrowing” means a borrowing of a Swing Line Loan pursuant to Section 2.05.

“Swing Line Lender” means Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“Swing Line Loan” has the meaning specified in Section 2.05(a).

“Swing Line Loan Notice” means a notice of a Swing Line Borrowing pursuant to Section 2.05(b), which shall be substantially in the form of Exhibit B or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

“Swing Line Sublimit” means an amount equal to the lesser of (a) \$25,000,000.00 and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Syndication Agent” means Wells Fargo Bank, National Association, in its capacity as syndication agent, US Bank National Association, in its capacity as syndication agent and any successor syndication agent with respect to either or both of them.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Threshold Amount” means (a) with respect to Indebtedness which is non-recourse to a Person (except for customary recourse “carve-outs”), such Indebtedness which is outstanding in a principal amount of at least \$50,000,000 individually or when aggregated with all such Indebtedness and (b) with respect to any other Indebtedness of such Person, such Indebtedness which is outstanding in a principal amount of at least \$25,000,000 individually or when aggregated with all such Indebtedness. For clarification purposes, no Indebtedness and no Guarantee shall be attributed to any Person hereunder (for purposes of determination of the Threshold Amount of Indebtedness of a Person, including whether such Indebtedness is recourse or non-recourse to such Person) unless such Person is the borrower, guarantor or primary obligor thereof and, if a guarantor, such Indebtedness or Guarantee, as applicable, shall be deemed to be in the amount of such guaranty (and shall exclude any and all guaranties that are not in liquidated amounts).

“Total Adjusted Asset Value” shall mean, as of any Calculation Date:

(a) the sum of:

(i) unrestricted cash and Cash Equivalents held by the Consolidated Parties (excluding any tenant deposits); plus

(ii) the cost value of all undeveloped holdings (raw land or land which is not otherwise an operating property other than any properties determined to be Projects Under Development) held by the Consolidated Parties determined in accordance with GAAP; plus

(iii) the value of the Consolidated Parties' Securities Holdings; plus

(iv) the value of all Mortgages held by the Consolidated Parties; plus

(v) cost value of Projects Under Development (including only costs incurred as of any Calculation Date and not including the cost value of Projects Under Development which constitute Joint Venture Projects); plus

(vi) cost value of New Developments (including only costs incurred as of any Calculation Date and not including the cost value of New Developments which constitute Joint Venture Projects); plus

(vii) Borrower's Equity Percentage of the cost value of Joint Venture Projects which comply with the definition of Projects Under Development and New Development (including only costs incurred as of any Calculation Date); plus

(b) an amount equal to

(i) (A) an amount equal to the EBITDA for the most recently-ended Annual Period (as adjusted by the Borrower (1) to take into account the EBITDA of any dispositions during such Annual Period of Projects and (2) to deduct EBITDA derived from Projects Under Development or New Developments, each of which adjustments must be approved by Administrative Agent in its reasonable discretion), minus (B) the sum of (1) a capital expenditure allowance of \$0.15 times owned gross leasable area of projects wholly owned by the Borrower or any Wholly-Owned Subsidiary thereof, plus (2) a capital expenditure allowance of \$0.15 times gross leasable area of Joint Venture Projects multiplied by the Borrower's Equity Percentage of such Joint Venture Projects (excluding Projects Under Development and New Developments); divided by

(ii) .0650

provided, that for purposes of calculating Total Adjusted Asset Value:

(I) the total amount attributable to assets or EBITDA generated by or attributable to Joint Venture Projects and/or Joint Ventures, other than Controlled Subsidiaries, shall be limited to twenty-five percent (25%) of Total Adjusted Asset Value and, to the extent the amount attributable to assets or EBITDA generated by Joint Venture Projects and/or Joint Ventures, other than Controlled Subsidiaries, exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals twenty-five percent (25%) of the Total Adjusted Asset Value;

(II) the total amount attributable to item (a)(ii) above shall be limited to five percent (5%) of Total Adjusted Asset Value and, to the extent the amount attributable to item (a)(ii) above exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals five percent (5%) of the Total Adjusted Asset Value;

(III) the total amount attributable to item (a)(iii) above shall be limited to five percent (5%) of Total Adjusted Asset Value and, to the extent the amount attributable to item (a)(iii) above exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals five percent (5%) of the Total Adjusted Asset Value;

(IV) the total amount attributable to item (a)(iv) above shall be limited to five percent (5%) of Total Adjusted Asset Value and, to the extent the amount attributable to item (a)(iv) above

exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals five percent (5%) of the Total Adjusted Asset Value;

(V) the total amount attributable to item (a)(v) above shall be limited to twenty-five percent (25%) of Total Adjusted Asset Value and, to the extent the amount attributable to item (a)(v) above exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals twenty-five percent (25%) of the Total Adjusted Asset Value; and

(VI) in addition to the restrictions set forth in items (I), (II), (III), (IV), and (V) above, the total amount attributable to assets or EBITDA generated by or attributable to items (I), (II), (III), (IV), and (V) above shall, in the aggregate, be limited to thirty-five percent (35%) of Total Adjusted Asset Value and, to the extent the amount attributable to such assets exceeds such threshold, such amount shall be reduced, in the overall calculation of Total Adjusted Asset Value, such that it equals thirty-five percent (35%) of the Total Adjusted Asset Value.

“Total Credit Exposure” means, as to any Lender at any time, the unused Commitments and Revolving Credit Exposure of such Lender at such time.

“Total Liabilities” shall mean, as of any Calculation Date, the sum of (a) all liabilities of the Borrower and its Wholly-Owned Subsidiaries, as calculated in accordance with GAAP (including, in any case and without limitation, deferred taxes), less (i) intercompany items, and (ii) liabilities attributable to Joint Venture Projects or Joint Ventures, plus (b) Borrower’s Equity Percentage of Total Liabilities attributable to Joint Venture Projects or Joint Ventures. Without duplication, Total Liabilities shall include all guarantees, endorsements and other contingent obligations whether direct or indirect in respect of indebtedness of others, including the obligations to reimburse the issuer in respect of any letters of credit.

“Total Outstandings” means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

“Total Unsecured Indebtedness” shall mean, as of any Calculation Date, an amount equal to (a) all unsecured Indebtedness of the Borrower and its Wholly-Owned Subsidiaries, plus (b) without duplication Borrower’s Equity Percentage of any unsecured Indebtedness of any Joint Venture and/or Joint Venture Projects as of such Calculation Date, other than trade indebtedness incurred in the ordinary course of business; provided, that all Indebtedness which is secured by a pledge of equity interests only shall be deemed to be unsecured indebtedness.

“Type” means (a) with respect to a Committed Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan, and (b) with respect to a Bid Loan, its character as an Absolute Rate Loan or a Eurodollar Margin Bid Loan.

“Unconsolidated Affiliate(s)” means, with respect to any Person (the “parent”), at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would not be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with full consolidation method GAAP as of such date.

“Unencumbered Assets” shall mean real property that is wholly-owned by the Borrower, a Wholly-Owned Subsidiary, or a Controlled Subsidiary that is not subject to a mortgage lien or to any agreement with any other lender that prohibits the creation of a Lien on that specific property.

“Unencumbered EBITDA” shall mean, as of any Calculation Date, EBITDA directly attributable to Unencumbered Assets for the most recently-ended Annual Period.

“United States” and “U.S.” mean the United States of America.

“Unreimbursed Amount” has the meaning specified in Section 2.04(c)(i).

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(ii)(B)(III).

“Voting Stock” means, with respect to any Person, Equity Interests issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such a contingency.

“Wholly-Owned Subsidiary” of a Person means (i) any Subsidiary all of the outstanding voting securities of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (ii) any partnership, limited liability company, association, joint venture or similar business organization 100% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Except as otherwise specifically noted, each reference to “Wholly-Owned Subsidiary” contained herein shall be to Subsidiaries of the Borrower meeting the qualifications noted above.

**1.02 Other Interpretive Provisions** With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) All references herein to the “knowledge” of the Borrower or Loan Parties shall be deemed to mean the actual knowledge of the chief executive officer, president, chief financial officer, treasurer, secretary, assistant secretary, chief operating officer or general counsel of the Parent and/or Borrower.

(e) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change



in currency of any other country and any relevant market conventions or practices relating to the change in currency; provided, that Administrative Agent will provide prior or concurrent notice to Borrower of any such change and all such changes shall be made only to the extent generally made with respect to similarly situated borrowers under credit facilities administered by the Administrative Agent.

**1.03 Accounting Terms.** (a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect on the date of this Agreement subject to the provisions of this Section 1.03, from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Administrative Agent shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (A) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (B) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Accounting for Sales of Real Estate. For purposes of clarification and without limiting the foregoing general requirements of this Section 1.03 or otherwise set forth in this Agreement, all real estate transactions shall, for the duration of this Agreement, be accounted for using standard GAAP accounting (including application, as applicable, of the financing, profit sharing or other alternative accounting methods prescribed by paragraphs 25 to 29 of FASB ASC 66).

(d) Consolidation of Variable Interest Entities. All references herein to consolidated financial statements of the Borrower and its Subsidiaries or to the determination of any amount for the Borrower and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each variable interest entity that the Borrower is required to consolidate pursuant to FASB ASC 810 as if such variable interest entity were a Subsidiary as defined herein.

**1.04 Rounding.** Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

**1.05 Exchange Rates; Currency Equivalents.** The Administrative Agent or the L/C Issuer, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of Credit Extensions and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the L/C Issuer, as applicable.

(b) Wherever in this Agreement in connection with a Committed Borrowing, conversion, continuation or prepayment of a Eurocurrency Rate Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Committed Borrowing, Eurocurrency

Rate Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the L/C Issuer, as the case may be.

(c) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of “Eurocurrency Rate” or with respect to any comparable or successor rate thereto.

**1.06 Times of Day** Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

**1.07 Letter of Credit Amounts.** Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

## ARTICLE II. THE COMMITMENTS AND CREDIT EXTENSIONS

**2.01 Committed Loans.** Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “Committed Loan”) to the Borrower in Dollars or in one or more Alternative Currencies from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender’s Commitment; provided, however, that after giving effect to any Committed Borrowing, (i) the Total Outstandings shall not exceed the Aggregate Commitments, (ii) the Revolving Credit Exposure of any Lender shall not exceed such Lender’s Commitment, and (iii) the aggregate Outstanding Amount of all Committed Loans denominated in Alternative Currencies shall not exceed the Alternative Currency Sublimit. Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.06, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein, provided, that, notwithstanding anything contained herein to the contrary, all Committed Loans denominated in an Alternative Currency must be Eurodollar Rate Loans.

### **2.02 Borrowings, Conversions and Continuations of Committed Loans.**

(a) Each Committed Borrowing, each conversion of Committed Loans from one Type to the other, and each continuation of Eurocurrency Rate Committed Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Committed Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurocurrency Rate Committed Loans denominated in Dollars or of any conversion of Eurocurrency Rate Committed Loans denominated in Dollars to Base Rate Committed Loans, (ii) four Business Days prior to the requested date of any Borrowing or continuation of Eurocurrency Rate Committed Loans denominated in Alternative Currencies, and (iii) on the requested date of any Borrowing of Base Rate Committed Loans; provided, however, that if the Borrower wishes to request Eurodollar Rate Loans having an Interest Period other than one week, or one, two, three or six months in duration as provided in the definition of “Interest Period,” the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four (4) Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each Borrowing of, conversion to or continuation of Eurocurrency Rate Committed Loans shall be in a

principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Except as provided in Sections 2.04(c) and 2.05(c), each Committed Borrowing of or conversion to Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the Borrower is requesting a Committed Borrowing, a conversion of Committed Loans from one Type to the other, or a continuation of Eurocurrency Rate Committed Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Committed Loans to be borrowed, converted or continued, (iv) the Type of Committed Loans to be borrowed or to which existing Committed Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto, and (vi) the currency of the Committed Loans to be borrowed. If the Borrower fails to specify a currency in a Committed Loan Notice requesting a Borrowing, then the Committed Loans so requested shall be made in Dollars. If the Borrower fails to specify a Type of Committed Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Committed Loans shall be continued as the same Type of Committed Loan, each having the same Interest Period as the Committed Loans that are the subject of such continuation (e.g., a one month Eurodollar Rate Committed Loan shall continue as a one month Eurodollar Committed Loan); provided, however, that in the case of a failure to timely request a continuation of Committed Loans denominated in an Alternative Currency, such Loans shall be continued as Eurocurrency Rate Committed Loans in their original currency with an Interest Period of one month. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurocurrency Rate Committed Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurocurrency Rate Committed Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. No Committed Loan may be converted into or continued as a Committed Loan denominated in a different currency, but instead must be prepaid in the original currency of such Committed Loan and reborrowed in the other currency.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount (and currency) of its Applicable Percentage of the applicable Committed Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuation of Committed Loans denominated in a currency other than Dollars, in each case as described in the preceding subsection. In the case of a Committed Borrowing, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m., in the case of any Committed Loan denominated in Dollars, and not later than the Applicable Time specified by the Administrative Agent in the case of any Committed Loan denominated in an Alternative Currency, in each case on the Business Day specified in the applicable Committed Loan Notice or, as to Loans to be made on the Closing Date as to which Advance Funding Arrangements are in effect, in accordance with the terms thereof. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Committed Loan Notice with respect to such Borrowing denominated in Dollars is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and, second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurocurrency Rate Committed Loan may be continued or converted only on the last day of an Interest Period for such Eurocurrency Rate Committed Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurocurrency Rate Committed Loans (whether in Dollars or any Alternative Currency) without the consent of the Required Lenders, and the Required Lenders may, if written notice of such Default has previously been delivered to the Borrower, demand that any or all of the then outstanding Eurocurrency Rate Committed Loans denominated in an Alternative Currency be prepaid, or redenominated into Dollars in the amount of the Dollar Equivalent thereof, on the last day of the then current Interest Period with respect thereto.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurocurrency Rate Committed Loans upon determination of such interest rate. At

any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Committed Borrowings, all conversions of Committed Loans from one Type to the other, and all continuations of Committed Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to Eurocurrency Rate Committed Loans.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent, and such Lender.

### **2.03 Bid Loans.**

(a) General. Subject to the terms and conditions set forth herein and to the extent that the Borrower, as of the date of any request therefor, maintains an Investment Grade Rating, each Lender agrees that the Borrower may from time to time request the Lenders to submit offers to make loans in Dollars (each such loan, a "Bid Loan") to the Borrower prior to the Maturity Date pursuant to this Section 2.03; provided, however, that after giving effect to any Bid Borrowing, (i) the Total Outstandings shall not exceed the Aggregate Commitments, and (ii) the aggregate Outstanding Amount of all Bid Loans shall not exceed the Bid Loan Sublimit. There shall not be more than ten (10) different Interest Periods in effect with respect to Bid Loans at any time.

(b) Requesting Competitive Bids. The Borrower may request the submission of Competitive Bids by delivering a Bid Request to the Administrative Agent not later than 12:00 noon (i) one Business Day prior to the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, or (ii) four Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans. Each Bid Request shall specify (i) the requested date of the Bid Borrowing (which shall be a Business Day), (ii) the aggregate principal amount of Bid Loans requested (which must be \$5,000,000 or a whole multiple of \$500,000 in excess thereof), (iii) the Type of Bid Loans requested, and (iv) the duration of the Interest Period with respect thereto, and shall be signed by a Responsible Officer of the Borrower. No Bid Request shall contain a request for (i) more than one Type of Bid Loan or (ii) Bid Loans having more than three different Interest Periods. Unless the Administrative Agent otherwise agrees in its sole discretion, the Borrower may not submit a Bid Request if it has submitted another Bid Request within the prior five Business Days.

(c) Submitting Competitive Bids.

(i) The Administrative Agent shall promptly notify each Lender of each Bid Request received by it from the Borrower and the contents of such Bid Request.

(ii) Each Lender may (but shall have no obligation to) submit a Competitive Bid containing an offer to make one or more Bid Loans in response to such Bid Request. Such Competitive Bid must be delivered to the Administrative Agent not later than 10:30 a.m. (A) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, and (B) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans; provided, however, that any Competitive Bid submitted by Bank of America in its capacity as a Lender in response to any Bid Request must be submitted to the Administrative Agent not later than 10:15 a.m. on the date on which Competitive Bids are required to be delivered by the other Lenders in response to such Bid Request. Each Competitive Bid shall specify (A) the proposed date of the Bid Borrowing; (B) the principal amount of each Bid Loan for which such Competitive Bid is being made, which principal amount (x) may be equal to, greater than or less than the Commitment of the bidding Lender, (y) must be \$5,000,000 or a whole multiple of \$500,000 in excess thereof, and (z) may not exceed the principal amount of Bid Loans for which Competitive Bids were requested; (C) if the proposed Bid Borrowing is to consist of Absolute Rate Bid Loans, the Absolute Rate offered for each such Bid Loan and the Interest Period applicable thereto; (D) if the proposed Bid Borrowing is to consist of Eurocurrency

Margin Bid Loans, the Eurocurrency Bid Margin with respect to each such Eurocurrency Margin Bid Loan and the Interest Period applicable thereto; and (E) the identity of the bidding Lender.

(iii) Any Competitive Bid shall be disregarded if it (A) is received after the applicable time specified in clause (ii) above, (B) is not substantially in the form of a Competitive Bid as specified herein, (C) contains qualifying, conditional or similar language, (D) proposes terms other than or in addition to those set forth in the applicable Bid Request, or (E) is otherwise not responsive to such Bid Request. Any Lender may correct a Competitive Bid containing a manifest error by submitting a corrected Competitive Bid (identified as such) not later than the applicable time required for submission of Competitive Bids. Any such submission of a corrected Competitive Bid shall constitute a revocation of the Competitive Bid that contained the manifest error. The Administrative Agent may, but shall not be required to, notify any Lender of any manifest error it detects in such Lender's Competitive Bid.

(iv) Subject only to the provisions of Sections 3.02, 3.03 and 4.02 and clause (iii) above, each Competitive Bid shall be irrevocable.

(d) Notice to Borrower of Competitive Bids. Not later than 11:00 a.m. (i) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, or (ii) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans, the Administrative Agent shall notify the Borrower of the identity of each Lender that has submitted a Competitive Bid that complies with Section 2.03(c) and of the terms of the offers contained in each such Competitive Bid.

(e) Acceptance of Competitive Bids. Not later than 2:00 p.m. (i) on the requested date of any Bid Borrowing that is to consist of Absolute Rate Loans, and (ii) three Business Days prior to the requested date of any Bid Borrowing that is to consist of Eurocurrency Margin Bid Loans, the Borrower shall notify the Administrative Agent of its acceptance or rejection of the offers notified to it pursuant to Section 2.03(d). The Borrower shall be under no obligation to accept any Competitive Bid and may choose to reject all Competitive Bids. In the case of acceptance, such notice shall specify the aggregate principal amount of Competitive Bids for each Interest Period that is accepted. The Borrower may accept any Competitive Bid in whole or in part; provided that:

(i) the aggregate principal amount of each Bid Borrowing may not exceed the applicable amount set forth in the related Bid Request;

(ii) the principal amount of each Bid Loan must be \$5,000,000 or a whole multiple of \$500,000 in excess thereof;

(iii) the acceptance of offers may be made only on the basis of ascending Absolute Rates or Eurocurrency Bid Margins within each Interest Period; and

(iv) the Borrower may not accept any offer that is described in Section 2.03(c)(iii) or that otherwise fails to comply with the requirements hereof.

(f) Procedure for Identical Bids. If two or more Lenders have submitted Competitive Bids at the same Absolute Rate or Eurocurrency Bid Margin, as the case may be, for the same Interest Period, and the result of accepting all of such Competitive Bids in whole (together with any other Competitive Bids at lower Absolute Rates or Eurocurrency Bid Margins, as the case may be, accepted for such Interest Period in conformity with the requirements of Section 2.03(e)(iii)) would be to cause the aggregate outstanding principal amount of the applicable Bid Borrowing to exceed the amount specified therefor in the related Bid Request, then, unless otherwise agreed by the Borrower, the Administrative Agent and such Lenders, such Competitive Bids shall be accepted as nearly as possible in proportion to the amount offered by each such Lender in respect of such Interest Period, with such accepted amounts being rounded to the nearest whole multiple of \$500,000.

(g) Notice to Lenders of Acceptance or Rejection of Bids. The Administrative Agent shall promptly notify each Lender having submitted a Competitive Bid whether or not its offer has been accepted and, if its offer has

been accepted, of the amount of the Bid Loan or Bid Loans to be made by it on the date of the applicable Bid Borrowing. Any Competitive Bid or portion thereof that is not accepted by the Borrower by the applicable time specified in Section 2.03(e) shall be deemed rejected.

(h) Notice of Eurocurrency Rate. If any Bid Borrowing is to consist of Eurocurrency Margin Loans, the Administrative Agent shall determine the Eurocurrency Rate for the relevant Interest Period, and promptly after making such determination, shall notify the Borrower and the Lenders that will be participating in such Bid Borrowing of such Eurocurrency Rate.

(i) Funding of Bid Loans. Each Lender that has received notice pursuant to Section 2.03(g) that all or a portion of its Competitive Bid has been accepted by the Borrower shall make the amount of its Bid Loan(s) available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the date of the requested Bid Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent.

Notice of Range of Bids. After each Competitive Bid auction pursuant to this Section 2.03, the Administrative Agent shall notify each Lender that submitted a Competitive Bid in such auction of the ranges of bids submitted (without the bidder's name) and accepted for each Bid Loan and the aggregate amount of each Bid Borrowing.

#### **2.04 Letters of Credit.**

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.04, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or in any Alternative Currency for the account of the Borrower or its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Outstandings shall not exceed the Aggregate Commitments, (y) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. The Lenders hereby each consent to the terms of the Existing Letters of Credit, as set forth on Schedule 1.01 hereof and all Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to Section 2.04(b)(iii), the expiry date of the requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Lenders have approved such expiry date, except to the extent Borrower has, as of such Letter of Credit Expiration Date, fully Cash Collateralized such Letter of Credit in accordance with Section 2.17(a) hereof.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing the Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon the L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of the Letter of Credit would violate one or more written policies of the L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, the Letter of Credit is in an initial stated Dollar Equivalent amount less than \$500,000;

(D) the Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(E) the L/C Issuer does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency (it being acknowledged by the L/C Issuer that, *inter alia*, as of the date of this Agreement, the L/C Issuer issues Letters of Credit in an Alternative Currency); or

(F) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.18(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied (and specifying which conditions are not then satisfied), then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof and the Borrower not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Issuance Expiration Date or, if such Letter of Credit has been fully Cash Collateralized in accordance with Section 2.17(a) hereof as of the Maturity Date, the date which is up to twelve (12) months following such Letter of Credit Issuance Expiration Date; provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of



the provisions of clause (ii) or (iii) of Section 2.04(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the Borrower shall reimburse the L/C Issuer in such Alternative Currency, unless (A) the L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Borrower shall have notified the L/C Issuer promptly following receipt of the notice of drawing that the Borrower will reimburse the L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the L/C Issuer shall notify the Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in Dollars, or the Applicable Time on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency. In the event that (A) a drawing denominated in an Alternative Currency is to be reimbursed in Dollars pursuant to the second sentence in this Section 2.04(c)(i) and (B) the Dollar amount paid by the Borrower, whether on or after the Honor Date, shall not be adequate on the date of that payment to purchase in accordance with normal banking procedures a sum denominated in the Alternative Currency equal to the drawing, the Borrower agrees, as a separate and independent obligation, to indemnify the L/C Issuer for the loss resulting from its inability on that date to purchase the Alternative Currency in the full amount of the drawing. If the Borrower fails to timely reimburse the L/C Issuer on the Honor Date (it being acknowledged that such failure shall not, on its own, form the basis for a Default or Event of Default hereunder), the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "Unreimbursed Amount"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Committed Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.04(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.04(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) but only if (x) such Cash Collateral has been posted by a Defaulting Lender and/or (y) such Cash Collateral has been posted by the Borrower on or after the Letter of Credit Issuance Expiration Date (or there is, for any reason, insufficient additional availability hereunder for the borrowing of Committed Loans to account for the Unreimbursed Amount) for the account of the L/C Issuer, in Dollars, at the Administrative Agent's Office for Dollar-denominated payments in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject

to the provisions of Section 2.04(c)(iii), each Lender that so makes funds available shall be deemed to have made a Base Rate Committed Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Committed Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate from and after the date that is five (5) days after the date of such demand. In such event, each Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.04.

(iv) Until each Lender funds its Committed Loan or L/C Advance pursuant to this Section 2.04(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make Committed Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.04(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower, any Subsidiary or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(ii), then, without limiting the other provisions of this Agreement, the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.04(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(c) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

- (i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;
- (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;
- (iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;
- (iv) waiver by the L/C Issuer of any requirement that exists for the L/C Issuer's protection and not the protection of the Borrower or any waiver by the L/C Issuer which does not in fact materially prejudice the Borrower;
- (v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;
- (vi) any payment made by the L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under, such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable;
- (vii) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;
- (viii) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Borrower or any Subsidiary or in the relevant currency markets generally; or
- (ix) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity,

the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

Notwithstanding anything contained herein to the contrary, the Lenders' respective obligations to reimburse the L/C Issuer for draws on Letters of Credit that have been fully Cash Collateralized (as reasonably determined by the L/C Issuer) and that remain outstanding following the Maturity Date shall terminate as of the Maturity Date, except to the extent the L/C Issuer is, for any reason, required by Law to return the applicable Cash Collateral to the Borrower or any other Loan Party.

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (viii) of Section 2.04(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Applicability of ISP; Limitation of Liability. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each standby Letter of Credit. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrower for, and the L/C Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(h) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance, subject to adjustment as provided in Section 2.18, with its Applicable Percentage, in Dollars, a Letter of Credit fee (the "Letter of Credit Fee") for each standby Letter of Credit equal to the Applicable Ratetimes the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit; provided, however, any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section

2.04 shall be payable, to the maximum extent permitted by applicable Law, to the other Lenders in accordance with the upward adjustments in their respective Applicable Percentages allocable to such Letter of Credit pursuant to Section 2.19(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account, in Dollars, a fronting fee with respect to each Letter of Credit, at the rate per annum specified in the Fee Letter, computed on the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the tenth Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. In addition, the Borrower shall pay directly to the L/C Issuer for its own account, in Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

## **2.05 Swing Line Loans.**

(a) The Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this Section 2.05, may in its sole discretion make loans in Dollars (each such loan, a "Swing Line Loan") to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided, however, that (x) after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the Aggregate Commitments, and (ii) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Commitment, (y) the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) the Swing Line Lender shall not be under any obligation to make any Swing Line Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.05, prepay under Section 2.06, and reborrow under this Section 2.05. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by (A) telephone or (B) by a Swing Line Loan Notice; provided that any telephonic notice must be confirmed promptly by delivery to the Swing line Lender and the Administrative Agent of a Swing Line Loan Notice. Each such Swing Line Loan Notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of \$100,000, and (ii) the requested borrowing date, which shall be a Business Day. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.05(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, (and specifying which conditions are not then satisfied), then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in Same Day Funds (and the Administrative Agent may apply Cash Collateral provided for this purpose but only if (x) such Cash Collateral has been posted by a Defaulting Lender and/or (y) such Cash Collateral has been posted by the Borrower on or after the Maturity Date or there is, for any reason, insufficient additional availability hereunder for the borrowing of Committed Loans to account for such amount available with respect to the applicable Swing Line Loan) for the account of the Swing Line Lender at the Administrative Agent's Office for Dollar-denominated payments not later than 1:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.05(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Committed Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Committed Borrowing in accordance with Section 2.05(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.05(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid),

the amount so paid shall constitute such Lender's Committed Loan included in the relevant Committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.05(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage thereof in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Overnight Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Committed Loan or risk participation pursuant to this Section 2.05 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

## **2.06 Prepayments**

(a) Borrower may, upon notice from the Borrower to the Administrative Agent, at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be in a form acceptable to the Administrative Agent and be received by the Administrative Agent not later than 11:00 a.m. (A) two Business Days prior to any date of prepayment of Eurocurrency Rate Committed Loans denominated in Dollars, (B) four Business Days prior to any date of prepayment of Eurocurrency Rate Committed Loans denominated in Alternative Currencies, and (C) on the date of prepayment of Base Rate Committed Loans; (ii) any prepayment of Eurocurrency Rate Committed Loans denominated in Dollars shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; (iii) any prepayment of Eurocurrency Rate Loans denominated in Alternative Currencies shall be in a minimum principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof; and (iv) any prepayment of Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Committed Loans to be prepaid and, if Eurocurrency Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The

Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Eurocurrency Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.18, each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If the Administrative Agent notifies the Borrower at any time that the Total Outstandings at such time exceed the Aggregate Commitments then in effect, then, within two Business Days after receipt of such notice, the Borrower shall prepay Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount at least equal to such excess; provided, however, that, subject to the provisions of Section 2.17(a), the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.06(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the Aggregate Commitments then in effect and provided further, however, that Borrower shall have the right to designate which Loans and/or other Obligations are to be repaid hereunder. The Administrative Agent may, at any time and from time to time after the initial deposit of such Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations.

(d) If the Administrative Agent notifies the Borrower at any time that the Outstanding Amount of all Loans and Letters of Credit denominated in Alternative Currencies at such time exceeds an amount equal to 105% of the Alternative Currency Sublimit then in effect, then, within two Business Days after receipt of such notice, the Borrower shall prepay such Loans or Cash Collateralize such L/C Obligations in an aggregate amount sufficient to reduce such Outstanding Amount as of such date of payment to an amount not to exceed 100% of the Alternative Currency Sublimit then in effect; provided, however, that the Default arising from any such excessive draw against the Alternative Currency Sublimit shall not, alone, constitute grounds for prohibiting the Borrower from borrowing Loans in Dollars under this Agreement for the purpose of curing such Default to the extent that the Borrower is otherwise in compliance with all of the terms and conditions hereof, is not in Default with respect to any other provision of this Agreement and there remains availability under the Commitments.

(e) No Bid Loan may be prepaid without the prior consent of the applicable Bid Loan Lender.

#### **2.07 Termination or Reduction of Commitments.**

The Borrower may, upon notice to the Administrative Agent, terminate the Aggregate Commitments, or from time to time permanently reduce the Aggregate Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof, (iii) the Borrower shall not terminate or reduce the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments, and (iv) if, after giving effect to any reduction of the Aggregate Commitments, the Alternative Currency Sublimit, the Bid Loan Sublimit, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Commitments, such Sublimit shall be automatically reduced by the amount of such excess. The Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Aggregate Commitments. The amount of any such Aggregate Commitment reduction shall not be applied to the Alternative Currency Sublimit or the Letter of Credit Sublimit unless otherwise specified by the Borrower. Any reduction of the Aggregate Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.



## 2.08 Repayment of Loans.

- (a) Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of Committed Loans made to Borrower outstanding on such date.
- (b) The Borrower shall repay each Swing Line Loan on the earlier to occur of (i) the date five (5) Business Days after such Loan is made; (ii) the date, if any, in a given calendar month on which Swing Line Loans have been outstanding hereunder for ten (10) total days (in the aggregate) during such calendar month and (iii) the Maturity Date.
- (c) The Borrower shall repay each Bid Loan on the last day of the Interest Period in respect thereof.
- (d) The Borrower shall Fully Satisfy all other Obligations on or prior to the earlier of (i) the date on which payment of such Obligations are required to be paid pursuant to the terms hereof or of the other Loan Documents and (ii) the Maturity Date; provided, however, that L/C Obligations that have been fully Cash Collateralized as of the Letter of Credit Expiration Date in accordance with Section 2.17(a) hereof may remain outstanding for a period of up to twelve (12) months following the Maturity Date (subject to the earlier expiration of such L/C Obligations pursuant to the terms of the applicable Letter of Credit).

## 2.09 Interest.

- (a) Subject to the provisions of subsection (b) below, (i) each Eurocurrency Rate Committed Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurocurrency Rate Committed for such Interest Period plus the Applicable Rate; (ii) each Base Rate Committed Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; and (iv) each Bid Loan shall bear interest on the outstanding principal amount thereof for the Interest Period therefor at a rate per annum equal to the Eurocurrency Rate for such Interest Period plus (or minus) the Eurocurrency Bid Margin, or at the Absolute Rate for such Interest Period, as the case may be.
- (b) (i) If any amount of principal of any Loan is not paid within five (5) days after the date when due (other than on the Maturity Date, as to which such five (5) day period shall not apply), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.
- (ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid within five (5) days after the date when due (other than on the Maturity Date, as to which such five (5) day period shall not apply), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.
- (iii) Upon the request of the Required Lenders, while any Event of Default exists the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.
- (iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.
- (c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) For the purposes of the Interest Act (Canada), (i) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the “deemed year”) that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year, (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation hereunder and (iii) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields.

## **2.10 Fees.**

In addition to certain fees described in subsections (h) and (i) of Section 2.04:

(a) Facility Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a facility fee in Dollars equal to the applicable facility fee percentage identified in the definition of Applicable Rate times the actual daily Dollar Equivalent amount of the Aggregate Commitments (or, if the Aggregate Commitments have terminated, on the Outstanding Amount of all Committed Loans, Swing Line Loans and L/C Obligations), regardless of usage, subject to adjustment as provided in Section 2.18. The facility fee shall accrue at all times during the Availability Period (and thereafter so long as any Committed Loans, Swing Line Loans or L/C Obligations remain outstanding), including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period (and, if applicable, thereafter on demand). The facility fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

### **(b) Other Fees.**

(i) The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts, in Dollars, fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders, in Dollars, such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

## **2.11 Computation of Interest and Fees.**

All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Eurocurrency Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year), or, in the case of interest in respect of Committed Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

## **2.12 Evidence of Debt.**

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of

the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to Borrower made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans to Borrower in addition to such accounts or records. Each Lender may attach schedules to a Note and endorse thereon the date, Type (if applicable), amount, currency and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a) above, each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

### **2.13 Payments Generally; Administrative Agent's Clawback.**

(a) General. All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and except with respect to principal of and interest on Loans denominated in an Alternative Currency, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Except as otherwise expressly provided herein, all payments by the Borrower hereunder with respect to principal and interest on Loans denominated in an Alternative Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in such Alternative Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. If, for any reason, Borrower is prohibited by any Law from making any required payment hereunder in an Alternative Currency, Borrower shall make such payment in Dollars in the Dollar Equivalent of the Alternative Currency payment amount. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent (i) after 2:00 p.m., in the case of payments in Dollars, or (ii) after the Applicable Time specified by the Administrative Agent in the case of payments in an Alternative Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Committed Borrowing of Eurocurrency Rate Loans (or, in the case of any Committed Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Committed Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Committed Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Committed Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Committed Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment

to be made by such Lender, the Overnight Rate, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by Borrower, the interest rate applicable to Base Rate Loans. If Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to Borrower the amount of such interest paid by Borrower for such period. If such Lender pays its share of the applicable Committed Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Committed Borrowing. Any payment by Borrower shall be without prejudice to any claim Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent at the Overnight Rate.

A notice of the Administrative Agent to any Lender or Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

#### **2.14 Sharing of Payments by Lenders.**

If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in [Section 2.17](#), or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to the Borrower or any Affiliate thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

## **2.15 Extension of Maturity Date.**

(a) Initial Maturity Date. Subject to extension pursuant to the terms and conditions set forth in clause (b) of this [Section 2.15](#) and subject to the provisions of clause (c) of this [Section 2.15](#), the Maturity Date shall be the Initial Maturity Date.

(b) Extended Maturity Date Option. Not more than 120 days and not less than 60 days prior to the Initial Maturity Date, the Borrower may request in writing that the Lenders extend the term of this Agreement to the Extended Maturity Date. Such extension option shall be subject to the satisfaction of the following requirements:

(i) at the Initial Maturity Date, there shall not exist any Event of Default by the Borrower or any other Loan Party;

(ii) the Borrower shall, on the Initial Maturity Date, deliver to the Administrative Agent a certificate of each Loan Party dated as of the Initial Maturity Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension and (B) in the case of the Borrower, certifying that, before and after giving effect to such extension, (1) the representations and warranties contained in [Article V](#) and the other Loan Documents are true and correct in all material respects on and as of the Existing Maturity Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this [Section 2.15](#), the representations and warranties contained in subsections (a) and (b) of [Section 5.05](#) shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of [Section 6.01](#), and (2) no Event of Default exists; and

(iii) the Borrower shall, at the Initial Maturity Date, deliver to the Administrative Agent (for the pro rata benefit of the Lenders based on their respective Commitments) an extension fee equal to fifteen basis points (0.15%) multiplied by the then-existing Aggregate Commitments (whether funded or unfunded).

(c) Satisfaction of Obligations Upon Acceleration. Notwithstanding anything contained herein or in any other Loan Document to the contrary, to the extent any of the Obligations are accelerated pursuant to the terms hereof (including, without limitation, [Section 8.02](#) hereof), the Borrower shall, immediately upon the occurrence of such acceleration, cause such accelerated Obligations to be Fully Satisfied.

(d) Conflicting Provisions. This Section shall supersede any provisions in [Section 2.14](#) or [10.01](#) to the contrary.

## **2.16 Increase in Commitments.**

(a) Request for Increase. Provided there exists no Default, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Borrower may from time to time request an increase in the Aggregate Commitments (which increase may take the form of new revolving or term loan tranches) by an amount (for all such requests, in the aggregate during the term hereof) not exceeding \$500,000,000; provided that (i) any such request for an increase shall be in a minimum amount of \$25,000,000, and (ii) the Borrower may make a maximum of three (3) such requests. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(b) Lender Elections to Increase. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Administrative Agent, the L/C Issuer and the Swing Line Lender (which approvals shall not be unreasonably withheld, conditioned or delayed), the Borrower and/or MLPF&S may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Borrower, Administrative Agent and their respective counsel. Any increase of the Aggregate Commitments pursuant to this Section 2.16 shall be subject to the agreement of one or more Lenders or Eligible Assignees (who may or may not then be a Lender hereunder) to provide such increased Commitments pursuant to the terms hereof.

(d) Effective Date and Allocations. If the Aggregate Commitments are increased in accordance with this Section, the Administrative Agent and the Borrower shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of such increase and the Increase Effective Date.

(e) Conditions to Effectiveness of Increase. As a condition precedent to such increase, the Borrower shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.16, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (B) no Default exists. In addition to the foregoing, to the extent that the increase of the Aggregate Commitments shall take the form of a term loan tranche, this Agreement shall be amended, in form and substance satisfactory to the Administrative Agent and the Required Lenders, to include such terms as are customary for a term loan commitment. The Borrower shall prepay any Committed Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Committed Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this Section. The Applicable Percentages of the Lenders shall be recalculated concurrently with the effectiveness of any increase in the Aggregate Commitments pursuant to this Section 2.16.

(f) Conflicting Provisions. This Section shall supersede any provisions in Section 2.14 or 10.01 to the contrary.

## **2.17 Cash Collateral.**

(a) Certain Credit Support Events. If (i) the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (ii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, (iii) the Borrower shall be required to provide Cash Collateral pursuant to Section 8.02(c), or (iv) there shall exist a Defaulting Lender, the Borrower shall immediately (in the case of clause (iii) above) or within one Business Day (in all other cases) following any request by the Administrative Agent, the L/C Issuer or the Swing Line Lender, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to clause (iv) above, after giving effect to Section 2.18(a)(iv) and any Cash Collateral provided by the Defaulting Lender). Additionally, if the Administrative Agent notifies the Borrower at any time that the Outstanding Amount of all L/C Obligations at such time exceeds the Letter of Credit Sublimit then in effect, then, within two Business Days after receipt of such notice, the Borrower shall provide Cash Collateral for the Outstanding Amount of the L/C Obligations in an amount not less than the amount by which the Outstanding Amount of all L/C Obligations exceeds the Letter of Credit Sublimit.

(b) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, including the Swing Line Lender, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.17(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America. The Borrower shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.17 or Sections 2.04, 2.05, 2.06, 2.18 or 8.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.06(b)(vi))) or (ii) the good faith determination by the Administrative Agent and the L/C Issuer that there exists excess Cash Collateral; provided, however, (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) the Person providing Cash Collateral and the L/C Issuer or Swing Line Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

## **2.18 Defaulting Lenders.**

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the L/C Issuer or Swing Line Lender hereunder; third, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.17; fourth, as the Borrower may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.17; sixth, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Commitments hereunder without giving effect to Section 2.18(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.18(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) Each Defaulting Lender shall be entitled to receive fees payable under Sections 2.10(a) and 2.10(b) for any period during which that Lender is a Defaulting Lender only to the extent allocable to the sum of (1) the Outstanding Amount of the Committed Loans funded by it, and (2) its Applicable Percentage of the stated amount of Letters of Credit and Swing Line Loans for which it has provided Cash Collateral pursuant to Section 2.17.

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.17.

(C) With respect to any fee payable under Section 2.10(a) or (b) or any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing



Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, (x) first, prepay Swing Line Loans in an amount equal to the Swing Line Lenders' Fronting Exposure and (y) second, Cash Collateralize the L/C Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.17.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, Swing Line Lender and the L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Committed Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.18(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

### ARTICLE III. TAXES, YIELD PROTECTION AND ILLEGALITY

#### 3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Administrative Agent) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Loan Party, then the Administrative Agent or such Loan Party shall be entitled to make such deduction or withholding, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If any Loan Party or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding

or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Loan Party or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) such Loan Party or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iv) Notwithstanding the provisions of subsection (i), (ii), and (iii) above, (x) Borrower shall not be required to increase any such amounts payable to Administrative Agent, any Lender or L/C Issuer, as the case may be, with respect to any Indemnified Taxes or Other Taxes (1) that are attributable to such Person's failure to comply with the requirements of this Agreement, including without limitation, Section 3.06 or (2) that are United States withholding taxes imposed on amounts payable to such Person that are Excluded Taxes; and (y) Borrower shall not be required to compensate Administrative Agent, any Lender or the L/C Issuer pursuant to this Section for any additional sums payable under this Section, including Indemnified Taxes or Other Taxes, incurred more than 180 days prior to the date that Administrative Agent, such Lender or the L/C Issuer, as the case may be, notifies Borrower of the Change in Law or other event giving rise to such additional sums and of Administrative Agent's, such Lender's or the L/C Issuer's intention to claim compensation therefor.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications.

(i) Each of the Loan Parties shall, and does hereby, jointly and severally indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error. Each of the Loan Parties shall, and does hereby, jointly and severally indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c)(ii) below.

(ii) Each Lender and the L/C Issuer shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender or the L/C Issuer (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Party to do so), (y) the Administrative Agent and the Loan Party, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to

the maintenance of a Participant Register and (z) the Administrative Agent and the Loan Party, as applicable, against any Excluded Taxes attributable to such Lender or the L/C Issuer, in each case, that are payable or paid by the Administrative Agent or a Loan Party in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders: Tax Documentation. For purposes of determining withholding Taxes imposed under the Foreign Account Tax Compliance Act (FATCA), from and after the effective date of the Amendment, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i). In addition:

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law or the taxing authorities of a jurisdiction pursuant to such applicable law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation either (A) set forth in Section 3.01(e)(ii)(A), (ii)(B) and (ii)(D) below or (B) required by applicable law other than the Code or the taxing authorities of the jurisdiction pursuant to such applicable law to comply with the requirements for exemption or reduction of withholding tax in that jurisdiction) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that a Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BENE (or W-8BEN, as applicable) establishing an exemption

from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BENE (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(II) executed copies of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BENE (or W-8BEN, as applicable); or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BENE (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(iv) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any

jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender.

(v) The Borrower shall not be required to pay any amount pursuant to this Section 3.01 to any Lender that is organized under the laws of a jurisdiction outside of the United States of America or the Administrative Agent, if it is organized under the laws of a jurisdiction outside of the United States of America, if such Lender or the Administrative Agent, as applicable, fails to comply with the requirements of this subsection (e). If any such Lender fails to deliver the above forms or other documentation to the extent required hereunder, then the Borrower may withhold from such payment to such Lender such amounts as are required by the Code. If any Governmental Authority asserts that the Borrower did not properly withhold or backup withhold, as the case may be, any tax or other amount from payments made to or for the account of any Lender, such Lender shall indemnify the Borrower therefor, including all penalties and interest, any taxes imposed by any jurisdiction on the amounts payable by or to the Borrower under this Section, and costs and expenses (including all fees and disbursements of any law firm or other external counsel and the allocated cost of internal legal services and all disbursements of internal counsel) of the Borrower.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that each Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to such Loan Party pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes that it deems confidential) to any Loan Party or any other Person.

(g) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

**3.02 Illegality.** If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension or to determine or charge interest rates based upon the Eurocurrency Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars or any Alternative Currency in the applicable interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or to make or continue Eurocurrency Rate Loans in the affected currency or currencies or, in the case of Eurocurrency Rate Committed Loans in Dollars, to convert Base Rate Committed Loans to Eurocurrency Rate Loans, shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurocurrency Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurocurrency Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such

Lender (with a copy to the Administrative Agent), prepay or, if applicable and such Loans are denominated in Dollars, convert all Eurocurrency Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurocurrency Rate component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurocurrency Rate Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurocurrency Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurocurrency Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurocurrency Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

**3.03 Inability to Determine Rates.** If in connection with any request for a Eurocurrency Rate Loan or a conversion to or continuation thereof, (a) (i) the Administrative Agent determines that deposits (whether in Dollars or an Alternative Currency) are not being offered to banks in the applicable offshore interbank market for such currency for the applicable amount and Interest Period of such Eurocurrency Rate Loan, or (ii) adequate and reasonable means do not exist for determining the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Committed Loan (whether denominated in Dollars or an Alternative Currency) or in connection with an existing or proposed Base Rate Loan (in each case with respect to clause (a) above, "Impacted Loans"), or (b) the Administrative Agent or the Required Lenders determine that for any reason the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Committed Loan does not adequately and fairly reflect the cost to such Lenders of funding such Eurocurrency Rate Committed Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurocurrency Rate Committed Loans in the affected currency or currencies shall be suspended, (to the extent of the affected Eurocurrency Rate Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Eurocurrency Rate component of the Base Rate, the utilization of the Eurocurrency Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurocurrency Rate Loans in the affected currency or currencies (to the extent of the affected Eurocurrency Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Committed Borrowing of Base Rate Loans in the amount specified therein.

Notwithstanding the foregoing, if the Administrative Agent has made the determination described in this section, the Administrative Agent, in consultation with the Borrower and the Required Lenders, may establish an alternative interest rate for the Impacted Loans, in which case, such alternative rate of interest shall apply with respect to the Impacted Loans until (1) the Administrative Agent revokes the notice delivered with respect to the Impacted Loans under clause (a) of the first sentence of this section, (2) the Administrative Agent or the Required Lenders notify the Administrative Agent and the Borrower that such alternative interest rate does not adequately and fairly reflect the cost to such Lenders of funding the Impacted Loans, or (3) any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to such alternative rate of interest or to determine or charge interest rates based upon such rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to do any of the foregoing and provides the Administrative Agent and the Borrower written notice thereof.

**3.04 Increased Costs; Reserves on Eurocurrency Rate Loans.**

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e), other than as set forth below) or the L/C Issuer;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurocurrency Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180 day period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Additional Reserve Requirements. The Borrower shall, without duplication, pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurocurrency Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the

funding of the Eurocurrency Rate Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which in each case shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least 10 days' prior notice (with a copy to the Administrative Agent) of such additional interest or costs from such Lender. If a Lender fails to give notice 10 days prior to the relevant Interest Payment Date, such additional interest or costs shall be due and payable 10 days from receipt of such notice. Each Lender hereby certifies, as to itself only, that as of the date of this Agreement, no such reserves are required to be paid by Borrower.

**3.05 Compensation for Losses.** Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower;

(c) any failure by Borrower to make payment of any Loan or drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency; or

(d) any assignment of a Eurocurrency Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.13;

including any loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurocurrency Rate Committed Loan made by it at the Eurocurrency Rate for such Loan by a matching deposit or other borrowing in the offshore interbank market for such currency for a comparable amount and for a comparable period, whether or not such Eurocurrency Rate Committed Loan was in fact so funded.

### **3.06 Mitigation Obligations; Replacement of Lenders.**

(a) Designation of a Different Lending Office. Each Lender may make any Credit Extension to the Borrower through any Lending Office, provided that the exercise of this option shall not affect the obligation of the Borrower to repay the Credit Extension in accordance with the terms of this Agreement. If any Lender requests compensation under Section 3.04, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender, the L/C Issuer, or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then at the request of the Borrower such Lender or the L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable costs and



expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment to the extent such designation or assignment is applicable to it.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrower may replace such Lender in accordance with Section 10.13.

**3.07 Survival.** All of the Loan Parties, Administrative Agent's, Lenders' and L/C Issuer's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

#### **ARTICLE IV. CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

**4.01 Conditions of Initial Credit Extension.** The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) fully executed counterparts of this Agreement and the Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower and, if Advance Funding Arrangements shall exist with respect to funding on the Closing Date, executed Advance Funding Documentation in form and number acceptable to the Administrative Agent;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each of the Loan Parties is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(v) a favorable opinion of counsel to the Borrower (on behalf of each of the Loan Parties), addressed to the Administrative Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(vi) a certificate of a Responsible Officer of each Loan Party either (A) attaching copies of all applicable consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(vii) a certificate signed by a Responsible Officer of the Parent certifying (A) that each Consolidated Party is in compliance in all material respects with all existing contractual financial obligations, (B) all governmental, shareholder and third party consents and approvals necessary for the Loan Parties to enter into the Loan Documents and fully perform thereunder, if any, have been obtained, (C) immediately after giving effect to this Agreement, the other Loan Documents and all the transactions contemplated therein to occur on such date, (1) each of the Loan Parties is solvent, (2) no Default or Event of Default exists, (3) all representations and warranties contained herein and in the other Loan Documents are true and correct in all material respects, and (4) the Loan Parties are in compliance with each of the financial covenants set forth in Section 7.11 (and including detailed calculations of each such financial covenant); (D) that the conditions specified in Sections 4.02(a) and (b) have been satisfied; (E) that, to such Responsible Officer's knowledge, there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; (F) the current Debt Ratings and (G) that the Replaced Credit Facility has been or concurrently with the Closing Date is being fully amended and restated by this Agreement and all Liens (if any) securing obligations under the Replaced Credit Facility have been or concurrently with the Closing Date shall, as of the Closing Date, secure the Obligations hereunder and under the other Loan Documents;

(viii) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect;

(ix) such other assurances, certificates, documents, or consents as the Administrative Agent, the L/C Issuer, the Swing Line Lender or the Required Lenders reasonably may require.

(b) There shall not have occurred a material adverse change since December 31, 2014 in the business, assets, operations, or condition (financial or otherwise) of the Borrower and the other Consolidated Parties taken as a whole, as reasonably determined by the Administrative Agent.

(c) There shall not exist any action, suit, investigation, or proceeding pending or threatened, in any court or before any arbitrator or governmental authority that could have a Material Adverse Effect, as reasonably determined by the Administrative Agent.

(d) Any fees required to be paid on or before the Closing Date shall have been paid.

(e) Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

Without limiting the generality of the provisions of the last paragraph of Section 9.03, (i) for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto, and (ii) in the event that Advance Funding Arrangements shall exist, the delivery by any Lender (x) of funds pursuant to such Advance Funding Arrangements and (y) its signature page to this Agreement shall constitute the request, consent and direction by such Lender to the Administrative Agent (unless expressly revoked by written notice from such Lender received by the Administrative Agent prior to the earlier to occur of funding or the Administrative Agent's declaration that this Agreement is effective) to withdraw and release to the Borrower on the Closing Date the applicable funds of such Lender to be applied to the funding of Loans by such Lender in accordance with Section 2.02 upon the Administrative Agent's determination (made in accordance with and subject to the terms of this Agreement) that it has received all items expressly required to be delivered to it under this Section 4.01.

**4.02 Conditions to all Credit Extensions.** The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type, or a continuation of Eurocurrency Rate Committed Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall, except to the extent waived in accordance with the terms hereof, be true and correct in all material respects on and as of the date of such Credit Extension, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) that for purposes of this Section 4.02, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 and (iii) for purposes of the representations and warranties set forth in Section 5.13, to the extent of changes resulting from transactions and other events contemplated or not prohibited by this Agreement or the other Loan Documents and changes occurring in the ordinary course of Borrower's business.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) In the case of a Credit Extension to be denominated in an Alternative Currency, there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which in the reasonable opinion of the Administrative Agent, the Required Lenders (in the case of any Loans to be denominated in an Alternative Currency) or the L/C Issuer (in the case of any Letter of Credit to be denominated in an Alternative Currency), in each case following consultation with Borrower, would make it impracticable for such Credit Extension to be denominated in the relevant Alternative Currency.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type or a continuation of Eurocurrency Rate Committed Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

**5.01 Existence, Qualification and Power.** Each Loan Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business (except, in the case of any Loan Party other than the Borrower, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect) and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect, duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license.

**5.02 Authorization; No Contravention.** The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the

properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law, except, in each case, to the extent that the same could not reasonably be expected to (y) result in such Loan Party's obligations hereunder or under any other Loan Document to which it is a party to be deemed ineffective, voided or otherwise terminated or (z) have a Material Adverse Effect.

**5.03 Governmental Authorization; Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except, in each case, to the extent that failure to obtain or file the same, as applicable, could not reasonably be expected to (a) result in any Loan Party's obligations hereunder or under any other Loan Document to which it is a party to be deemed ineffective, voided or otherwise terminated or (b) have a Material Adverse Effect.

**5.04 Binding Effect.** This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and (b) the application of general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

**5.05 Financial Statements; No Material Adverse Effect.**

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present, in all material respects, the financial condition of the Parent and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Parent and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) The unaudited consolidated balance sheet of the Parent and its Subsidiaries dated June 30, 2015, and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present, in all material respects, the financial condition of the Parent and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments. Schedule 5.05 sets forth all material indebtedness and other liabilities, direct or contingent, of the Parent and its consolidated Subsidiaries as of the Closing Date not otherwise disclosed or referenced (or otherwise contemplated) in the Form 10-Q report of the Parent filed with the SEC for the most recent fiscal quarter ended prior to the Closing Date.

(c) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect and, to the best knowledge of the Borrower, since the date of the Audited Financial Statements, no Internal Control Event has occurred (other than as disclosed in reports of the Borrower filed prior to the date hereof with the SEC).

**5.06 Litigation.** There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened or contemplated in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the Credit Extensions contemplated hereby, or (b) except as specifically disclosed in Schedule 5.06, either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

**5.07 No Default.** Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

**5.08 Ownership of Property; Liens.** Each of the Borrower and each Subsidiary has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The property of the Borrower and its Subsidiaries is subject to no Liens, other than Liens not prohibited by Section 7.01.

**5.09 Environmental Compliance.** Except as set forth on Schedule 5.09, no Loan Party (a) has received any notice or other communication or otherwise learned of any Environmental Liability which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect arising in connection with: (i) any non-compliance with or violation of the requirements of any Environmental Law by any Loan Party, or any permit issued under any Environmental Law to any Loan Party; or (ii) the Release or threatened Release of any Hazardous Materials into the environment; or (b) to its knowledge, has threatened or actual liability in connection with the Release or threatened Release of any Hazardous Materials into the environment which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, none of the Loan Parties has received any Environmental Complaint.

**5.10 Insurance.** The properties of the Borrower and each of its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates.

**5.11 Taxes.** The Borrower and its Subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed special tax assessment against the Borrower or any Subsidiary that would, if made, have a Material Adverse Effect. Neither any Loan Party nor any Subsidiary thereof is party to any tax sharing agreement.

**5.12 ERISA Compliance.**

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state laws. Each Pension Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the Internal Revenue Service. To the best knowledge of the Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred, and neither the Borrower nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan; (ii) the Borrower and each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) as of the most recent valuation date for any Pension Plan, the

funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is 60% or higher and neither the Borrower nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of the most recent valuation date; (iv) neither the Borrower nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (v) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (vi) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) Neither the Borrower or any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Pension Plan other than (A) on the Closing Date, those listed on Schedule 5.12(d) hereto and (B) thereafter, Pension Plans not otherwise prohibited by this Agreement.

**5.13 Subsidiaries; Equity Interests.** Set forth on Schedule 5.13 is a complete and accurate list of all Subsidiaries and Joint Ventures/Unconsolidated Affiliates of the Borrower as of the date of this Agreement and as updated in accordance with the terms of Section 6.02 hereof, including their respective business forms, jurisdictions of organization, respective equity owners and respective equity ownership interests, thereof. The Equity Interests owned by Borrower in each Subsidiary and each Joint Venture/Unconsolidated Affiliate are validly issued, fully paid and non-assessable and are owned by Borrower free and clear of all Liens, except to the extent that the failure or non-compliance of the same would have a Material Adverse Effect.

**5.14 Margin Regulations; Investment Company Act.**

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Borrower, any Person Controlling the Borrower, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

**5.15 Disclosure.** To Borrower's knowledge, the Borrower has disclosed or made available to the Administrative Agent all material agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries are subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. To Borrower's knowledge, no report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions that Borrower believed to be reasonable at the time.

**5.16 Compliance with Laws.** Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**5.17 Taxpayer Identification Number; Other Identifying Information.** The true and correct U.S. taxpayer identification number of the Borrower and each Guarantor existing as of the date hereof is set forth on Schedule 10.02.

**5.18 Intellectual Property; Licenses, Etc.** The Borrower and each of its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses

and other intellectual property rights (collectively, “IP Rights”) that are reasonably necessary for and material to the operation of their respective businesses, without conflict with the rights of any other Person, except for such conflicts that could not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Borrower or any Subsidiary of any of them, and that is material to Borrower and its Subsidiaries, taken as a whole, infringes upon any rights held by any other Person, except for such conflicts that could reasonably be expected to have a Material Adverse Effect. Except as specifically disclosed in Schedule 5.18, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened in writing, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**5.19 OFAC.** Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of the Borrower and its Subsidiaries, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC’s List of Specially Designated Nationals, HMT’s Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

#### **5.20 Anti-Corruption Laws.**

The Borrower and its Subsidiaries have conducted their businesses in all material respects in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

#### **5.21 Representations as to Foreign Obligors.**

Each of the Borrower and each Foreign Obligor represents and warrants to the Administrative Agent and the Lenders that:

(a) Such Foreign Obligor is subject to civil and commercial Laws with respect to its obligations under this Agreement and the other Loan Documents to which it is a party (collectively as to such Foreign Obligor, the “Applicable Foreign Obligor Documents”), and the execution, delivery and performance by such Foreign Obligor of the Applicable Foreign Obligor Documents constitute and will constitute private and commercial acts and not public or governmental acts. Neither such Foreign Obligor nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction in which such Foreign Obligor is organized and existing in respect of its obligations under the Applicable Foreign Obligor Documents.

(b) The Applicable Foreign Obligor Documents are in proper legal form under the Laws of the jurisdiction in which such Foreign Obligor is organized and existing for the enforcement thereof against such Foreign Obligor under the Laws of such jurisdiction, and to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents. It is not necessary to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents that the Applicable Foreign Obligor Documents be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction in which such Foreign Obligor is organized and existing or that any registration charge or stamp or similar tax be paid on or in respect of the Applicable Foreign Obligor Documents or any other document, except for (i) any such filing, registration, recording, execution or notarization as has been made or is not required to be made until the Applicable Foreign Obligor Document or any other document is sought to be enforced and (ii) any charge or tax as has been timely paid.

(c) There is no tax, levy, impost, duty, fee, assessment or other governmental charge, or any deduction or withholding, imposed by any Governmental Authority in or of the jurisdiction in which such Foreign Obligor is organized and existing either (i) on or by virtue of the execution or delivery of the Applicable Foreign Obligor Documents

or (ii) on any payment to be made by such Foreign Obligor pursuant to the Applicable Foreign Obligor Documents, except as has been disclosed to the Administrative Agent.

(d) The execution, delivery and performance of the Applicable Foreign Obligor Documents executed by such Foreign Obligor are, under applicable foreign exchange control regulations of the jurisdiction in which such Foreign Obligor is organized and existing, not subject to any notification or authorization except (i) such as have been made or obtained or (ii) such as cannot be made or obtained until a later date (provided that any notification or authorization described in clause (ii) shall be made or obtained as soon as is reasonably practicable).

## ARTICLE VI. AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, and 6.03 and/or to the extent the failure to do so would not result in a Material Adverse Effect) cause each Subsidiary to:

**6.01 Financial Statements.** Deliver to the Administrative Agent and each Lender, in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of the Parent, a consolidated and consolidating balance sheet of the Parent and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, such consolidated statements to be audited and accompanied by (A) a report and opinion of a Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and applicable Securities Laws and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit, and such consolidating statements to be certified, to knowledge, by the chief executive officer, chief financial officer, chief accounting officer, treasurer, controller or other senior financial or accounting executive of the Parent to the effect that such statements are fairly stated in all material respects when considered in relation to the consolidated financial statements of the Parent and its Subsidiaries, (B) a report of such Registered Public Accounting Firm as to the effectiveness of Borrower's internal control over financial reporting pursuant to Section 404 of Sarbanes-Oxley; and (C) any other information included in the Parent's or the Borrower's Form 10-K for such fiscal year;

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Parent, a consolidated balance sheet of the Parent and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations and cash flows for such fiscal quarter and for the portion of the Parent's fiscal year then ended, and any other information included in the Parent's or the Borrower's Form 10-Q for such fiscal quarter, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such consolidated statements to be certified, to knowledge, by the chief executive officer, chief financial officer, chief accounting officer, treasurer, controller or other senior financial or accounting executive of the Parent as fairly presenting, in all material respects, the financial condition, results of operations and cash flows of the Parent and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; and

(c) no later than January 31 of each year, pro forma projected financial statements for the Parent and its Subsidiaries made in good faith, including anticipated sources and uses of cash for the four (4) calendar quarters constituting such calendar year, and no later than August 31 of each year preliminary pro forma projected sources and uses of cash for such parties made in good faith for the succeeding fiscal year.

As to any information contained in materials furnished pursuant to Section 6.02(d), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the



obligation of the Borrower to furnish the information and materials described in clauses (a) and (b) above at the times specified therein, to the extent not so furnished.

**6.02 Certificates; Other Information.** Deliver to the Administrative Agent and each Lender, in form and detail satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a), a projection of capital expenditures for the next fiscal year for each Property of the Consolidated Parties.

(b) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b):

(i) a Compliance Certificate of a Responsible Officer of the Parent substantially in the form of Exhibit E attached hereto, (A) demonstrating compliance, as of the end of each such fiscal period, with the financial covenants contained in Section 7.11, in each case by detailed calculation thereof (which calculation shall be in form reasonably satisfactory to the Administrative Agent and which shall include, among other things, an explanation of the methodology used in such calculation and a breakdown of the components of such calculation), (B) stating that, to such Responsible Officer's knowledge, the Loan Parties were in compliance with each of the covenants set forth in Articles VI and VII of this Agreement at all times and in all material respects during such fiscal period; and (C) stating that, as of the end of each such fiscal period, no Default or Event of Default exists, or if any Default or Event of Default does exist, specifying the nature and extent thereof and what action the Loan Parties propose to take with respect thereto;

(ii) a schedule of the Properties summarizing net operating income and occupancy rates as of the last day of the applicable quarter;

(iii) a summary of property purchases during the applicable quarter;

(iv) an update to Schedule 5.13 attached hereto (which such update shall, in each case, be deemed to replace, amend and restate such schedule);

(v) a listing of all Projects Under Development showing the total capital obligation of the Consolidated Parties with respect to each such Project Under Development and funds expended to date in connection with each such Project Under Development.

(c) promptly after any written request by the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower or any Subsidiary, or any audit of any of them;

(d) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each written notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof; and

(f) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably and customarily request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(d) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender upon its written request to the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent and each Lender (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or MLPF&S will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, MLPF&S, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and MLPF&S shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information."

**6.03 Notices.** Promptly after it has knowledge thereof, notify the Administrative Agent and each Lender:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, or any default under, a material Contractual Obligation of the Borrower or any Subsidiary; (ii) any material dispute, litigation, investigation, proceeding or suspension between the Borrower or any Subsidiary and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting the Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws; that could, in any such event, reasonably be expected to have a Material Adverse Effect;
- (c) of the occurrence of any ERISA Event;
- (d) of any material change in accounting policies or financial reporting practices by the Borrower or any Subsidiary;
- (e) of the occurrence of any Internal Control Event; and
- (f) of any announcement by Moody's or S&P of any change or possible change in a Debt Rating.

Each notice pursuant to this Section 6.03 (other than Section 6.03(c)) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

**6.04 Payment of Obligations.** Pay and discharge as the same shall become delinquent, all of its material obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property; and (c) all Indebtedness, prior to the time at which the same shall become due and delinquent, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

**6.05 Preservation of Existence, Etc.** (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or 7.05; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

**6.06 Maintenance of Properties.** (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities.

**6.07 Maintenance of Insurance.** Maintain with financially sound and reputable insurance companies not Affiliates of Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons.

**6.08 Compliance with Laws.** Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

**6.09 Books and Records.** (a) Maintain proper books of record and account, in which full, true and correct entries, in all material respects, in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Subsidiary, as the case may be; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or such Subsidiary, as the case may be.

**6.10 Inspection Rights.** Permit representatives appointed by the Administrative Agent or Lenders (as coordinated by the Administrative Agent), including, without limitation, independent accountants, agents, attorneys, and appraisers to visit and inspect any of its Properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower (provided through the Administrative Agent) and in a manner that will not unreasonably interfere with such Person's business operations; provided, however, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice; provided, further, however that all

such persons shall obtain and maintain all such information and materials in confidence, and otherwise subject to and in compliance with the terms of Section 10.07.

**6.11 Use of Proceeds.** Use the proceeds of the Credit Extensions solely for the following purposes: (a) to finance the acquisition of real properties; (b) to finance the development of improvements to real properties; (c) to refinance and/or retire existing Indebtedness, and (d) for working capital and other general corporate purposes.

**6.12 Additional Guarantors.** If, from time to time, any Person qualifies as a Subsidiary Guarantor, the Borrower shall (i) if such Person is a Domestic Subsidiary of a Loan Party, cause such Person to promptly (and in any event within fifteen (15) days from the date any such Person meets the requirements for becoming a Guarantor as set forth in this Section 6.12) become a Guarantor by executing and delivering to the Administrative Agent a counterpart of the Guaranty or such other documents or materials as the Administrative Agent shall reasonably deem appropriate for such purpose, (ii) provide the Administrative Agent with notice thereof, and (iii) cause such Person to deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a), all in form, content and scope reasonably satisfactory to the Administrative Agent; provided, that to the extent such Person holds (whether upon delivery of the items required above or at any time after the delivery of the items required above) assets with a fair market value in excess of \$20,000,000, the Borrower shall (if requested by Administrative Agent) cause to be delivered to the Administrative Agent favorable opinions of counsel to such Person (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in this clause (a)).

(b) Notwithstanding any other provisions of this Agreement to the contrary (x) to the extent a Guarantor anticipates that it will no longer meet the requirements of the definition of a Subsidiary Guarantor, the Borrower may request a release of such Guarantor as a Guarantor hereunder in accordance with the following:

(i) the Borrower shall deliver to the Administrative Agent, not less than ten (10) days and not more than forty-five (45) days prior to the anticipated or intended release of a Subsidiary Guarantor hereunder, a written request for release of the applicable Subsidiary Guarantor; and

(ii) the Administrative Agent shall have reviewed and approved (in writing) the request for release delivered pursuant to subclause (i) above; provided, that the failure of the Administrative Agent to respond to such a request within ten (10) days of its receipt thereof shall constitute the Administrative Agent's approval thereof.

Notwithstanding any language to the contrary above, so long as a Responsible Officer of the Borrower (or Parent) has certified in a compliance certificate (and the Administrative Agent has no evidence or information which brings into reasonable doubt the veracity of such certifications) that the Subsidiary Guarantor no longer meets the requirements of the definition of Subsidiary Guarantor, the request for release shall be approved and issued by the Administrative Agent within the 10-day time period specified in subsection (b)(ii).

Upon satisfaction of each of the above-noted conditions, a Guarantor shall be deemed released from its obligations hereunder and under each of the Loan Documents. Administrative Agent shall, upon written request therefore, provide a written confirmation of the release of the applicable Guarantor hereunder.

**6.13 Approvals and Authorizations.** Maintain all authorizations, consents, approvals and licenses from, exemptions of, and filings and registrations with, each Governmental Authority of the jurisdiction in which each Foreign Obligor is organized and existing, and all approvals and consents of each other Person in such jurisdiction, in each case that are required in connection with the Loan Documents.

**6.14 REIT Status.**

Take all action necessary to maintain the Parent's status as a REIT.

**6.15 Environmental Matters.**

(a) Reimburse the Administrative Agent and Lenders for and hereby hold the Administrative Agent and Lenders harmless from all fines or penalties made or levied against the Administrative Agent or any of the Lenders by any Governmental Authority as a result of or in connection with (i) the use of Hazardous Materials at the Properties, (ii) the use of Hazardous Materials at the facilities thereon, or (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials at the Properties, or as a result of any release of any Hazardous Materials onto the ground or into the water or air from or upon the Properties at any time. The Loan Parties also agree that they will reimburse the Administrative Agent and Lenders for and indemnify and hold the Administrative Agent and Lenders harmless from any and all costs, expenses (including reasonable attorneys' fees actually incurred) and for all civil claims, judgments or penalties incurred entered, assessed, or levied against the Administrative Agent or any of the Lenders as a result of any of the Loan Parties' use of Hazardous Materials at the Properties or as a result of any release of any Hazardous Materials on the ground or into the water or air by any of the Loan Parties from or upon the Properties. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the costs of cleanup of any such release by any of the Loan Parties from or upon the Properties and all reasonable expenses incurred by the Administrative Agent or any of the Lenders as a result of such a civil action, including but not limited to reasonable attorneys' fees. The Loan Parties' obligations under this section shall survive the repayment of the Loans and be in supplement of any and all other reimbursement or indemnity obligations of the Borrower set forth herein. Notwithstanding anything to the contrary contained in this Section 6.15(a), in no event shall the Borrower or any other Loan Party have any obligation to reimburse or otherwise indemnify the Administrative Agent and Lender prior to the occurrence of an Event of Default if and to the extent that any claims arise as the direct result of any action of the Administrative Agent and/or any of the Lenders (or any Person(s) claiming by, through or under any of them) at the Properties, or any of them.

(b) If the Administrative Agent requests in writing and if (i) the Borrower or the applicable Subsidiary does not have environmental insurance with respect to any property owned, leased or operated by a Loan Party or (ii) the Administrative Agent has reason to believe that there exist Hazardous Materials in material violation of applicable Environmental Laws, on any property owned, leased or operated by a Loan Party, which Hazardous Materials materially and adversely affect the value of such property and with respect to which the Borrower has not furnished a report within the immediately previous twelve (12) month period, Borrower shall furnish or cause to be furnished to the Administrative Agent, at the Borrower's expense, a report of an environmental assessment of reasonable scope, form and depth by a consultant reasonably acceptable to the Administrative Agent, including, where appropriate and if recommended by such consultant, invasive soil or groundwater sampling, as to the nature and extent of the presence of such Hazardous Materials on any such property and as to the compliance by the applicable Loan Party(ies) with Environmental Laws; provided that if there exists a continuing Default or Event of Default as of the date of the Administrative Agent's written request for an environmental report pursuant to the terms hereof, the Borrower shall provide such report regardless of whether either of the conditions set forth in subsections (i) and (ii) above have been satisfied. If the Borrower fails to deliver such an environmental report within seventy-five (75) days after receipt of such written request then the Administrative Agent may arrange for same, and the parties hereto hereby grant to the Administrative Agent and their representatives or shall attempt in good faith to cause the applicable Loan Party(ies) to so grant access to the Properties and a license of a scope reasonably necessary to undertake such an assessment, including, where appropriate, invasive soil or groundwater sampling; provided, however, that no such invasive soil or groundwater sampling shall be undertaken without Borrower's prior written approval unless an Event of Default exists hereunder

(c) Conduct and complete (or use good faith efforts to cause to be conducted and completed) all investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to address all Hazardous Materials on, from, or affecting any Property to the extent necessary to be in material compliance with all Environmental Laws and all other applicable federal, state, and local laws, regulations, rules and policies and with the orders and directives of all Governmental Authorities exercising jurisdiction over such real property to the extent any failure could reasonably be expected to have a Material Adverse Effect.

(d) Provide upon such Person's receipt thereof all insurance certificate(s) evidencing the environmental insurance held by any Person with respect to any of the Properties.

**6.16 Anti-Corruption Laws.** Conduct its businesses in compliance, in all material respects, with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation

in other jurisdictions and maintain policies and procedures designed to promote and achieve compliance with such laws.

## **ARTICLE VII. NEGATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall not, nor shall it permit any Wholly-Owned Subsidiary or Controlled Subsidiary to, directly or indirectly:

**7.01 Liens.** Contract, create, incur, assume or permit to exist any Lien with respect to any of its property, assets or revenues or the property, assets or revenues of any other Person, whether now owned or hereafter acquired, if the Indebtedness underlying such Lien, at the time of incurrence of such Indebtedness and immediately after giving effect thereto on a pro forma basis, would cause the Borrower to be in violation of any of the provisions of Section 7.11 hereof.

**7.02 Investments.** Make any Investments, except:

- (a) Projects Under Development, undeveloped land holdings, Joint Venture Projects and Joint Ventures, Securities Holdings and Mortgages.
- (b) Investments held in the form of Cash Equivalents;
- (c) advances to officers, directors and employees in an aggregate amount not to exceed \$100,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;
- (d) Investments in any other Loan Party and/or in any Subsidiary;
- (e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- (f) payments relating to pre-development expenses, pursuit costs, property acquisition and diligence expenses and similar out-of-pocket costs and expenses regarding properties that are not yet owned by the Borrower or any Subsidiary; and
- (g) Investments existing on the date of this Agreement.

**7.03 Indebtedness.** Create, incur, assume or suffer to exist any Indebtedness, except:

- (a) Indebtedness under the Loan Documents; and
- (b) any other Indebtedness (including, without limitation, Guarantees in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary) to the extent such Indebtedness, at the time of incurrence of such Indebtedness and immediately after giving effect thereto on a pro forma basis, would not cause the Borrower to be in violation of any of the provisions of Section 7.11; provided, that to the extent such Indebtedness is in the form of obligations under any Swap Contract (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a "market view;" and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party.

**7.04 Fundamental Changes.** Except as otherwise permitted under this Agreement, merge, dissolve, liquidate, consolidate with or into another Person (unless Borrower, such Wholly-Owned Subsidiary, or such Controlled Subsidiary is the surviving entity), or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) any Wholly-Owned Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Wholly-Owned Subsidiaries, provided that when any Guarantor is merging with another Wholly-Owned Subsidiary, the Guarantor shall be the continuing or surviving Person;

(b) any Wholly-Owned Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Wholly-Owned Subsidiary; provided that if the transferor in such a transaction is a Guarantor, then the transferee must either be the Borrower or a Guarantor (or must become a Guarantor);

(c) any Controlled Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Wholly-Owned Subsidiaries or Controlled Subsidiaries, provided that when any Guarantor is merging with another Wholly-Owned Subsidiary or Controlled Subsidiary, the Guarantor shall be the continuing or surviving Person;

(d) any Controlled Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Controlled Subsidiary; provided that if the transferor in such a transaction is a Guarantor, then the transferee must either be the Borrower or a Guarantor (or must become a Guarantor); and

(e) all or substantially all of the assets or all of the Equity Interests of a Wholly-Owned Subsidiary or Controlled Subsidiary may be Disposed of to the extent such Disposition is permitted pursuant to Section 7.05.

**7.05 Dispositions.** Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by any Wholly-Owned Subsidiary to the Borrower, any Wholly-Owned Subsidiary, or any Controlled Subsidiary;

(e) Dispositions permitted by Section 7.04(a) – (b); or

(f) Dispositions by the Borrower, its Wholly-Owned Subsidiaries, and/or its Controlled Subsidiaries of any property in the ordinary course of business for fair market value (whether in one transaction or in several related transactions); provided, at the time of such Disposition, no Default shall exist or would result from such Disposition;

provided, however, that any Disposition pursuant to clauses (a) through (f) above (excluding clause (e)) shall be for fair market value, as reasonably determined by Borrower.

**7.06 Anti-Terrorism/Anti-Corruption Laws.** (a) Be an “enemy” or an “ally of the enemy” within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C.

App. §§ 1 et seq.), as amended. Neither any Loan Party nor any of its Subsidiaries is in violation of (i) the Trading with the Enemy Act, as amended, (ii) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iii) the Act (as defined in Section 10.18); or

(b) Directly or indirectly use the proceeds of any Credit Extension for any purpose which would breach the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions (the "Anti-Corruption Laws") or otherwise fail to be in compliance with any such Anti-Corruption Laws.

**7.07 Change in Nature of Business.** Engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiaries on the date hereof or any business substantially related or incidental thereto.

**7.08 Transactions with Affiliates.** Except as otherwise contemplated or permitted pursuant to Section 7.04, enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Borrower or such Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided, however, that this provision shall not be deemed to prohibit the issuance of preferred Equity Interests to any party.

**7.09 Burdensome Agreements.** Enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Wholly-Owned Subsidiary or Controlled Subsidiary to make Restricted Payments to the Borrower or any Guarantor or to otherwise transfer property to the Borrower or any Guarantor or (ii) of any Wholly-Owned Subsidiary or Controlled Subsidiary to Guarantee the Indebtedness of the Borrower, or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person; provided, that this Section 7.09 shall not be deemed to restrict the ability of the Borrower or any Subsidiary from entering into Contractual Obligations of any type related to secured financing transactions.

**7.10 Use of Proceeds.** Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

**7.11 Financial Covenants.**

Fail, at any applicable time of calculation, to comply with any of the following financial covenants; provided, that such calculations, if not calculated as of the last day of a calendar quarter, shall be calculated as of the last day of the immediately preceding calendar quarter, except that the calculation set forth in item (g) below shall be calculated as of the end of each fiscal year:

(a) Fair Market Minimum Net Worth. Borrower shall maintain a Fair Market Minimum Net Worth equal to or in excess of \$1,200,000,000.

(b) Total Liabilities to Total Adjusted Asset Value. Borrower shall not permit the ratio of Total Liabilities to Total Adjusted Asset Value to exceed sixty percent (60%); provided, that, such limit may, on no more than two (2) occasions during the term of this Agreement and following any Material Acquisition by the Borrower or any of the Consolidated Parties, be increased, for a period not to exceed two (2) consecutive calendar quarters (for each such occasion), to sixty-five percent (65%).

(c) Secured Indebtedness to Total Adjusted Asset Value. Borrower shall not permit the ratio of Secured Indebtedness to Total Adjusted Asset Value to exceed thirty-five percent (35%).



(d) EBITDA to Fixed Charges. Borrower shall maintain the ratio of EBITDA for the twelve-month period ending as of the most-recent Calculation Date to Fixed Charges for such twelve-month period equal to or in excess of 1.50:1.00.

(e) Total Unsecured Indebtedness to Adjusted Unencumbered Asset Value. Borrower shall not permit the ratio of Total Unsecured Indebtedness to Adjusted Unencumbered Asset Value to exceed sixty percent (60%); provided, that, such limit may, on no more than two (2) occasions during the term of this Agreement and following any Material Acquisition by the Borrower or any of the Consolidated Parties, be increased, for a period not to exceed two (2) consecutive calendar quarters (for each such occasion), to sixty-five percent (65%).

(f) Unencumbered Interest Coverage Ratio. Borrower shall not permit the ratio of Unencumbered EBITDA for the twelve-month period ending as of the most-recent Calculation Date to that portion of interest expense attributable to Total Unsecured Indebtedness as of such Calculation Date to be less than 1.50:1.00.

(g) Dividends and Distributions. Borrower shall, to the extent an Event of Default exists under the Loan Documents, limit aggregate Restricted Payments to the minimum amount required to cause the Parent to maintain its REIT status; provided, however that if an Event of Default resulting from nonpayment or bankruptcy exists, or if the Borrower's obligations under this Agreement have been accelerated, the Borrower shall not make any Restricted Payments.

**7.12 Organizational Documents; Ownership of Subsidiaries.** Permit any Loan Party to (a) amend, modify, waive or change its Organization Documents in a manner materially adverse to the Lenders, or (b) create, acquire or permit to exist or permit or cause any of their Subsidiaries to create, acquire or permit to exist, any Foreign Subsidiaries (other than Canadian Subsidiaries).

Enter into, assume or become subject to any Negative Pledge, other than Negative Pledges entered into in connection with Indebtedness that is otherwise permitted pursuant to Section 7.11 hereof, relating only to the properties or assets constructed or acquired in connection with such Indebtedness. Notwithstanding anything contained herein, this provision shall not be deemed to prohibit or restrict the Borrower's ability to enter into Indebtedness that limits the Borrower's ability to enter into Negative Pledges in a manner identical to, or no more restrictive than, this Section 7.12.

#### **7.13 Sale Leasebacks.**

Except as could not reasonably be expected to have a Material Adverse Effect, directly or indirectly, become or remain liable as lessee or as guarantor or other surety with respect to any lease, whether an operating lease or a capital lease, of any property (whether real or personal or mixed), whether now owned or hereafter acquired, (a) which such Person has sold or transferred or is to sell or transfer to a Person which is not a Consolidated Party or (b) which such Person intends to use for substantially the same purpose as any other property which has been sold or is to be sold or transferred by such Person to another Person which is not a Consolidated Party in connection with such lease.

#### **7.14 Prepayments of Indebtedness.**

If any Event of Default has occurred and is continuing or would be directly or indirectly caused as a result thereof, after the issuance thereof, amend or modify (or permit the amendment or modification of) any of the terms of any Indebtedness of such Person if such amendment or modification would add or change any terms in a manner that would have a Material Adverse Effect.

**7.15 Sanctions.** Directly or indirectly, use the proceeds of any Credit Extension, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Arranger, Administrative Agent, L/C Issuer, Swing Line Lender, or otherwise) of Sanctions.

**ARTICLE VIII.**  
**EVENTS OF DEFAULT AND REMEDIES**

**8.01 Events of Default.** Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, and in the currency required hereunder, any amount of principal of any Loan or any L/C Obligation, or (ii) within three (3) days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) within five (5) Business Days after written notice from Administrative Agent that the same has become due and payable, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.01, 6.02, 6.03 (other than 6.03(a)), 6.05, 6.07, 6.11 or 6.14 or Article VII (other than Section 7.09) or the Guaranty given by any Guarantor or any provision thereof shall cease to be in full force and effect (other than as a result of a release of the applicable Guarantor in accordance with the terms and conditions hereof), or any Guarantor or any Person acting by or on behalf of such Guarantor shall deny or disaffirm, in writing, such Guarantor's obligations under such Guaranty; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained herein or in any other Loan Document on its part to be performed or observed and is not cured within any notice, grace and/or cure period provided for herein or in such Loan Document or, if no such notice, grace and/or cure period is provided for, such failure continues for thirty (30) days after the earlier of the date on which a Loan Party obtains knowledge thereof and the delivery of written notice thereof from Administrative Agent or fails to perform or observe any other covenant or agreement in any other Loan Document within the grace or cure period provided for therein (or, if no such grace or cure period is specified, within thirty (30) days after the earlier of the date on which a Loan Party obtains knowledge thereof and the delivery of written notice thereof from Administrative Agent), provided that in the case of any such default which is susceptible to cure but cannot be cured within thirty (30) days through the exercise of reasonable diligence, if such Loan Party commences such cure within the initial thirty (30) days period and thereafter diligently prosecutes same to completion, such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure same, but in no event shall such extended period exceed sixty (60) additional days; or

(d) Representations and Warranties. Any representation or warranty made or explicitly deemed made by or on behalf of any Loan Party in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, shall prove to have been incorrect in any material respect when made or deemed made; and the adverse effect of the inaccuracy of such representation or warranty shall not have been cured within thirty (30) days after the date Administrative Agent notifies such Loan Party of such inaccuracy; or

(e) Cross-Default. (i) The Borrower or any Subsidiary (A) fails to make any payment prior to the delinquency thereof (whether as a result of scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate outstanding principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount (determined as set forth in the definition of Threshold Amount), or (B) fails to observe or perform, beyond any applicable notice and cure periods, any other material agreement or condition relating to any such Indebtedness or Guarantee (determined as set forth in the definition of Threshold Amount) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; and/or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which

the Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof is greater than the Threshold Amount (determined as set forth in the definition of Threshold Amount); or

(f) Insolvency Proceedings, Etc. Any Loan Party institutes or consents, in writing, to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents, in writing, to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party (i) a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than in accordance with the terms hereof or thereof, or satisfaction in full of all the Obligations, is revoked, terminated, canceled or rescinded, without the prior written approval of Administrative Agent; or any Loan Party commences any legal proceeding at law or in equity to contest, or make unenforceable, cancel, revoke or rescind any of the Loan Documents, or any court or any other governmental or regulatory agency of competent jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is illegal, invalid or unenforceable as to any material terms thereof; or

(k) Change of Control. There occurs any Change of Control without the consent of the Administrative Agent and the Required Lenders.

**8.02 Remedies Upon Event of Default.** If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require that the Borrower Cash Collateralize the L/C Obligations (in an amount equal to the Minimum Collateral Amount with respect thereto).

(d) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it, the Lenders and the L/C Issuer under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

**8.03 Application of Funds.** After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.17 and 2.18, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders (including fees and time charges for attorneys who may be employees of any Lender) and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Sections 2.04 and 2.17; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Sections 2.04(c) and 2.17, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

**ARTICLE IX.**  
**ADMINISTRATIVE AGENT**

**9.01 Appointment and Authority.**

Each of the Lenders and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

**9.02 Rights as a Lender.** The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

**9.03 Exculpatory Provisions.** The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any of the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower, a Lender or the L/C Issuer.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

#### **9.04 Reliance by Administrative Agent.**

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**9.05 Delegation of Duties.** The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

**9.06 Resignation or Removal of Administrative Agent.** (a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above, provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) The Administrative Agent may be removed as Administrative Agent by the Required Lenders and, provided no Event of Default exists, the Borrower, upon thirty (30) days' prior written notice if the Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof. Upon any such removal, the Required Lenders shall have the right to appoint a successor Administrative Agent which appointment shall, provided no Event of Default exists, be subject to the Borrower's approval, which approval shall not be unreasonably withheld or delayed to the extent the proposed successor Administrative Agent is a Syndication Agent hereunder and which approval may

otherwise be withheld in the discretion of the Borrower. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the removed Administrative Agent, and the removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents first arising from and after the date of such termination. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.01(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(d) Any resignation by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer and Swing Line Lender. If Bank of America resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.04(c). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.05(c). Upon the appointment by the Borrower of a successor L/C Issuer or Swing Line Lender hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as applicable, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

**9.07 Non-Reliance on Administrative Agent and Other Lenders.** Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own

credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

**9.08 No Other Duties, Etc.** Anything herein to the contrary notwithstanding, none of the Bookrunner(s), Arranger(s), Syndication Agent(s), Documentation Agent(s) or other titles as necessary listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

**9.09 Administrative Agent May File Proofs of Claim.** In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.04(h) and (i), 2.10 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.10 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

**9.10 Guaranty Matters.** The Lenders and L/C Issuer irrevocably authorize the Administrative Agent to release any Guarantor from its obligations hereunder and under each of the other Loan Documents (a) to the extent such release is requested by such Guarantor and the Borrower in accordance the provisions set forth in Section 6.12(b) hereof and upon the satisfaction of the conditions set forth in such Section 6.12(b) (as reasonably determined by the Administrative Agent) or (b) if such Guarantor ceases to meet the requirements of the definition of Subsidiary Guarantor as a result of a transaction permitted hereunder. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to grant releases and terminations pursuant to this Section 9.10. Further, the Administrative Agent is hereby authorized by the Lenders, upon the request of any Guarantor released pursuant to Section 6.12(b) hereof, to execute and deliver to such Guarantor a document (in form and substance acceptable to the Administrative Agent) evidencing such release.



**ARTICLE X.  
MISCELLANEOUS**

**10.01 Amendments, Etc.** Except as provided in this Agreement and in the other Loan Documents (including with respect to matters requiring action of the Administrative Agent only), no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

- (a) waive any condition set forth in Section 4.01(a) without the written consent of each Lender;
- (b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender;
- (c) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;
- (d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate;
- (e) change either of Sections 2.14 or 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;
- (f) amend Section 1.05 or the definition of "Alternative Currency" without the written consent of each Lender;
- (g) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or
- (h) release all or substantially all of the value of the Guaranty without the written consent of each Lender, except to the extent the release of any Guarantor is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; and (v) unless a Lender shall give written notice to the Administrative Agent that it specifically objects to the recommendation or determination of the Administrative Agent (together with a reasonable written explanation of the reasons behind such objection) within ten (10) Business Days (or such lesser or greater period as may be specifically required under the express terms of the Loan Documents) of receipt of such communication, such Lender shall be deemed to have conclusively approved of or consented to such recommendation or determination; provided, however, that (A) this provision shall not prevent Administrative Agent from requesting a response to any amendment, waiver or modification requests within a shorter

time frame and (B) such deemed approval shall not, in any case, apply to any requested increase or extension of a Lender's Commitment (for which the written approval of each applicable Lender shall be required). Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding any provision herein to the contrary, this Agreement may be amended with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional revolving credit or term loan facilities to this Agreement and to permit the extensions of credit and all related obligations and liabilities arising in connection therewith from time to time outstanding to share ratably (or on a basis subordinated to the existing facilities hereunder) in the benefits of this Agreement and the other Loan Documents with the obligations and liabilities from time to time outstanding in respect of the existing facilities hereunder; and (ii) in connection with the foregoing, to permit, as deemed appropriate by the Administrative Agent and approved by the Required Lenders, the Lenders providing such additional credit facilities to participate in any required vote or action required to be approved by the Required Lenders or by any other number, percentage or class of Lenders hereunder.

#### **10.02 Notices; Effectiveness; Electronic Communication.**

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail or facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or any other Loan Party, the Administrative Agent, the L/C Issuer or the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Swing Line Lender, the L/C Issuer or the Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic, Committed Loan Notices, and Swing Line Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the good faith reliance by such Person on each notice purportedly given by or on behalf of the Borrower, provided, however, that the Borrower shall have no liability hereunder for such indemnified party's gross negligence or willful misconduct in connection therewith. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

**10.03 No Waiver; Cumulative Remedies; Enforcement.** No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuer; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.14), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.14, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

**10.04 Expenses; Indemnity; Damage Waiver.**

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, as separately agreed to in writing, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer) and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the L/C Issuer, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit; provided, however, in no event shall Borrower pay or reimburse Administrative Agent, Lenders and L/C Issuer for more than one counsel (in the aggregate) at any time prior to an Event of Default hereunder.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee) and shall indemnify and hold harmless each Indemnitee from all reasonable fees and time charges and disbursements for attorneys who may be employees of any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party) other than such Indemnitee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated

hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnatee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; provided, that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the fraud, gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document, if the Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction; and provided further that, Borrower shall not, in any event, pay or reimburse (or be obligated to pay or reimburse) Indemnitees for more than one counsel (in the aggregate) at any time prior to an Event of Default hereunder.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer, the Swing Line Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer, the Swing Line Lender or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), provided further that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the L/C Issuer or the Swing Line Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the L/C Issuer or the Swing Line Lender in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.13(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnatee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnatee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the fraud, gross negligence or willful misconduct of such Indemnatee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section and the indemnity provisions of Section 10.02(e) shall survive the resignation of the Administrative Agent, the L/C Issuer and the Swing Line Lender, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

**10.05 Payments Set Aside.** To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

**10.06 Successors and Assigns.**

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or contemporaneous assignments to related Approved Funds (determined after giving effect to such Assignments) that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among the revolving credit facility provided hereunder and any separate revolving credit or term loan facilities provided pursuant to the last paragraph of Section 10.01 on a non-pro rata basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required in connection with any assignment hereunder; provided, however, that (i) where the assignee is an Eligible Assignee, such consent shall not be unreasonably withheld or delayed (unless upon the consummation of such assignment, such Eligible Assignee, together with its Affiliates, shall hold, directly or indirectly, fifty percent (50%) or more of the Aggregate Commitments, in which event Borrower may grant or withhold such consent in its sole discretion); (ii) notwithstanding the foregoing, the consent of the Borrower to any assignment shall not be required in the event that an Event of Default has occurred and is continuing at the time of such assignment; (iii) notwithstanding the foregoing, the consent of the Borrower to any assignment shall be not be required in the event that such assignment is to a Lender, an Affiliate of a Lender, or an Approved Fund with respect to such Lender (unless, in each case, the applicable Lender is a Defaulting Lender); and provided, further, that any consent of the Borrower required pursuant to this Section 10.06(b) shall be deemed to have been given if Borrower shall not object to such assignment by written notice to the Administrative Agent within five (5) Business Days after having received written notice of such proposed assignment;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure with respect to Swing Line Loans.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates **or** Subsidiaries, (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural Person (or to a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person).

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to

the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.04(c) without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section



10.01 that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section (it being understood that the documentation required under Section 3.01(c) shall be delivered to the Lender who sells the participation) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 3.06 and 10.13 as if it were an assignee under paragraph (b) of this Section and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.14 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America assigns all of its Commitment and Loans pursuant to subsection (b) above and resigns as Administrative Agent hereunder pursuant to Section 9.06, Bank of America may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders who agree to accept such appointment a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.04(c)). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.05(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

**10.07 Treatment of Certain Information; Confidentiality.** Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.16(c) or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the written consent of the Borrower or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary, provided that, in the case of information received from the Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

**10.08 Right of Setoff.** If an Event of Default shall have occurred and be continuing, and either (a) as a result thereof, the Obligations hereunder shall have been accelerated pursuant to Section 8.02(b) or (b) to the extent of any then existing amounts due hereunder from any Loan Party to Administrative Agent, L/C Issuer, Swing Line Lender or any Lender (whether principal, interest, fees or other amounts) that are past due hereunder or under any other Loan Document, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time after obtaining the written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer or their respective Affiliates, irrespective of whether or not such Lender, L/C Issuer or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or the L/C Issuer different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any

such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.18 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

**10.09 Interest Rate Limitation.** Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the “Maximum Rate”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

**10.10 Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the Advance Funding Documentation, the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent or the L/C Issuer, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

**10.11 Survival of Representations and Warranties.** All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

**10.12 Severability.** If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

**10.13 Replacement of Lenders.** If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

**10.14 Governing Law; Jurisdiction; Etc.**

(a) GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NORTH CAROLINA SITTING IN MECKLENBURG COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF NORTH CAROLINA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NORTH CAROLINA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS

AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

**10.15 Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**10.16 No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Arranger are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Arranger, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and the Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) neither the Administrative Agent nor the Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor the Arranger has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

**10.17 Electronic Execution of Assignments and Certain Other Documents.** The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Committed Loan Notices, Swing Line Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract

formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

**10.18 USA PATRIOT Act.** Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act. Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

**10.19 Time of the Essence.** Time is of the essence of the Loan Documents.

**10.20 Judgment Currency.** If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the “Agreement Currency”), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from the Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Borrower (or to any other Person who may be entitled thereto under applicable law).

**10.21 Replaced Credit Facility.** Each of the parties hereto hereby agrees that (a) this Agreement is an amendment and restatement of the Replaced Credit Facility in its entirety, (b) all documents, instruments or agreements creating security interests or liens in favor of the “Administrative Agent” or “Lenders” as defined in the Replaced Credit Facility and securing the obligations thereunder continue to secure the Obligations under this Agreement and (c) nothing contained herein is intended to represent a novation of any type with respect to the rights and “Obligations” as defined in the Replaced Credit Facility or with respect to any other Indebtedness evidenced by the Replaced Credit Facility or any documents, instruments or agreements executed in connection therewith. On the date of this Agreement, the rights and obligations of the parties hereto evidenced by the Replaced Credit Facility shall be evidenced by this Agreement and the other Loan Documents, the “Loans” as defined in the Replaced Credit Facility shall remain outstanding and be continued as, and converted to, Loans as defined herein and the Existing Letters of Credit issued by the L/C Issuer (as defined in the Replaced Credit Facility) for the account of the Borrower prior to the date of this Agreement shall remain issued and outstanding and shall be deemed to be Letters of Credit under this Agreement and shall bear interest and be subject to such other fees as set forth in this Agreement.

**10.22 ENTIRE AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: /s/ Frank C. Marchisello, Jr  
Name: Frank C. Marchisello Jr.  
Title: Vice President and Treasurer

**(Signatures continued on next page)**



**LENDERS/AGENT: BANK OF AMERICA, N.A.,**  
individually in its capacity as Administrative Agent

By: /s/ Jacqui Desmond  
Name: Jacqui Desmond  
Title: Senior Vice President

[signature pages continue]

**BANK OF AMERICA, N.A.,**  
individually in its capacity as a Lender

By: /s/ Jacqui Desmond  
Name: Jacqui Desmond  
Title: Senior Vice President

[signature pages continue]

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
individually in its capacity as a Lender

By: /s/ D. Bryan Gregory  
Name: D. Bryan Gregory  
Title: Director

[signature pages continue]

**U.S. BANK NATIONAL ASSOCIATION,**  
individually in its capacity as a Lender

By: /s/ J. Lee Hord  
Name: J. Lee Hord  
Title: Senior Vice President

[signature pages continue]

**SUNTRUST BANK,**  
individually in its capacity as a Lender

By: /s/ Danny Stover  
Name: Danny Stover  
Title: First Vice President

[signature pages continue]

**BRANCH BANKING AND TRUST COMPANY,**  
individually in its capacity as a Lender

By: /s/ Eric Searls  
Name: Eric Searls  
Title: Senior Vice President

[signature pages continue]

**PNC BANK, NATIONAL ASSOCIATION,**  
individually in its capacity as a Lender

By: /s/ Darin Mortimer  
Name: Darin Mortimer  
Title: Senior Vice President

[signature pages continue]

**REGIONS BANK,**  
individually in its capacity as a Lender

By: /s/ Ghi S. Gavin  
Name: Ghi S. Gavin  
Title: Senior Vice President

[signature pages continue]



**THE BANK OF NOVA SCOTIA,**  
individually in its capacity as a Lender

By: /s/ Chad Hale  
Name: Chad Hale  
Title: Director & Execution Head

[signature pages continue]

**EXISTING LETTERS OF CREDIT**

COMMITMENTS  
AND APPLICABLE PERCENTAGES

| Lender                                 | Commitment       | Applicable Percentage |
|--|------------------|-----------------------|
| Bank of America, N.A.                  | \$80,000,000.00  | 16.000000000 %        |
| Wells Fargo Bank, National Association | \$80,000,000.00  | 16.000000000 %        |
| U.S. Bank, National Association        | \$80,000,000.00  | 16.000000000 %        |
| Branch Banking and Trust Company       | \$60,000,000.00  | 12.000000000 %        |
| PNC Bank, National Association         | \$60,000,000.00  | 12.000000000 %        |
| SunTrust Bank                          | \$60,000,000.00  | 12.000000000 %        |
| Regions Bank                           | \$45,000,000.00  | 9.000000000 %         |
| The Bank of Nova Scotia                | \$35,000,000.00  | 7.000000000 %         |
| Total                                  | \$500,000,000.00 | 100.000000000 %       |

**SUPPLEMENT TO INTERIM FINANCIAL STATEMENTS**

On file with the Administrative Agent.

**LITIGATION**

None.

1

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**ENVIRONMENTAL DISCLOSURE ITEMS**

None.

1

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PENSION PLAN OBLIGATIONS

None.

SUBSIDIARIES,  
OTHER EQUITY INVESTMENTS  
AND EQUITY INTERESTS IN THE BORROWER

[Attached]

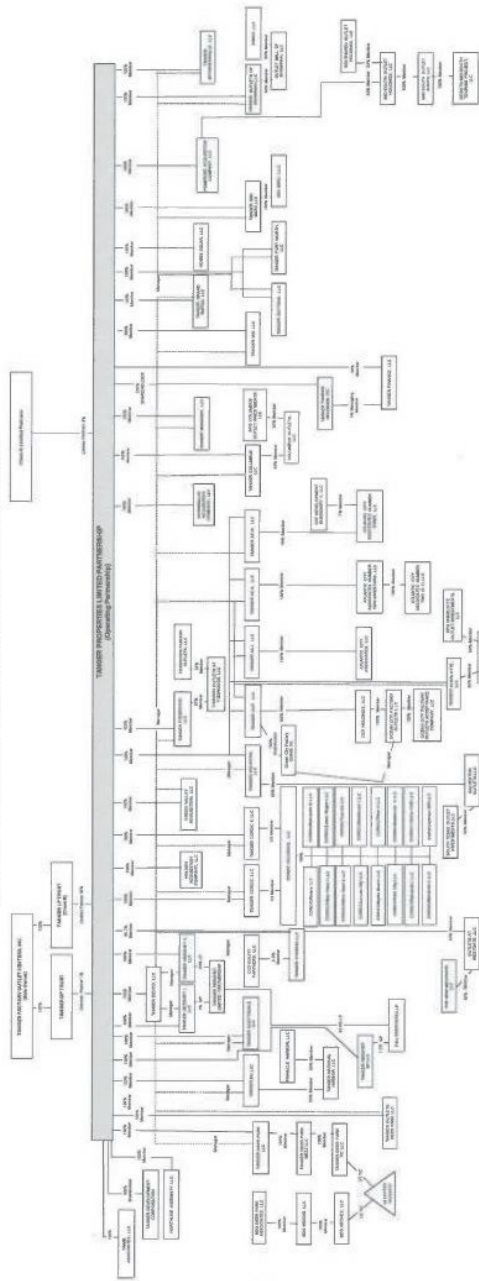


Tanger Entity Listing  
Schedule 5.13  
Updated as of 9/30/2015

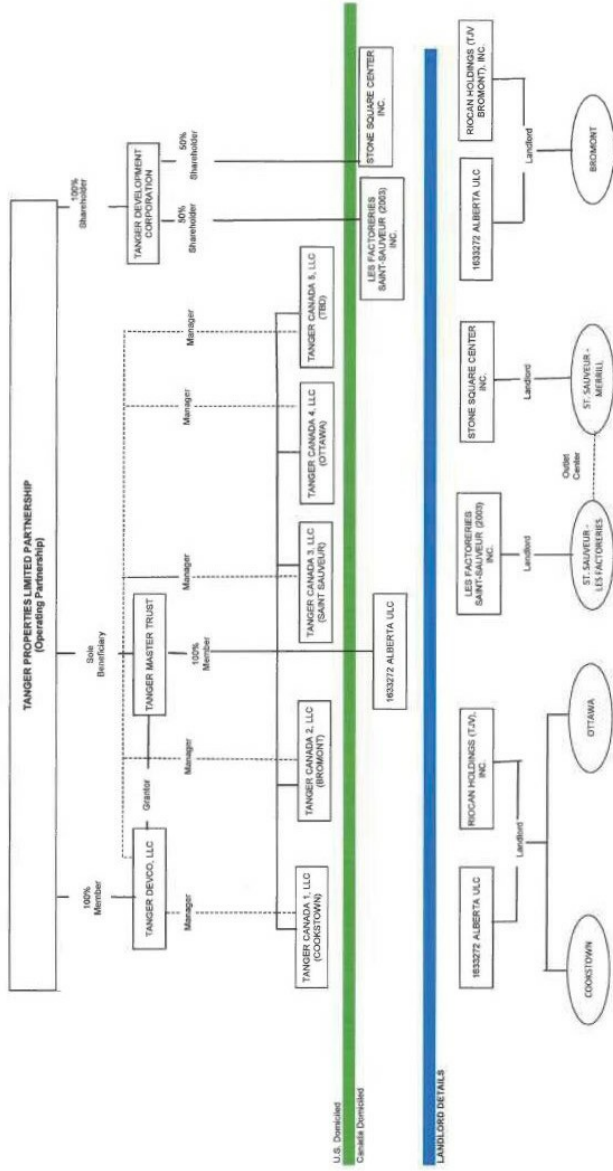
| Name  | State of Formation |
|---|--------------------|
| <b>Borrower</b>   |                    |
| Tanger Properties Limited Partnership   | NC                 |
| <b>Name of Subsidiary</b>   |                    |
| Tanger COROC, LLC   | NC                 |
| Tanger COROC II, LLC  | NC                 |
| COROC Holdings, LLC   | DE                 |
| COROC/Cinton CHR, LLC   | DE                 |
| COROC/Cinton WR, LLC  | DE                 |
| COROC/Hilton Head I, LLC  | DE                 |
| COROC/Hilton Head II, LLC   | DE                 |
| COROC/Lakes Region, LLC   | DE                 |
| COROC/Myrtle Beach, LLC   | DE                 |
| COROC/Park City, LLC  | DE                 |
| COROC/Rehoboth I, LLC   | DE                 |
| COROC/Rehoboth II, LLC  | DE                 |
| COROC/Rehoboth III, LLC   | DE                 |
| COROC/Riviera, LLC  | DE                 |
| COROC/Tilton II, LLC  | DE                 |
| COROC/Tuscola, LLC  | DE                 |
| COROC/Westbrook I, LLC  | DE                 |
| COROC/Westbrook II, LLC   | DE                 |
| Pembroke Acquisition Company, LLC   | NC                 |
| Cornwallis Acquisition Company, LLC   | NC                 |
| Holden Acquisition Company, LLC   | NC                 |
| Northline Indemnity, LLC  | SC                 |
| Tanger Development Corporation  | NC                 |
| Tanger Devco, LLC   | NC                 |
| Tanger Deer Park, LLC   | NC                 |
| Tanger San Marc, LLC  | NC                 |
| San Marc I, LLC   | TX                 |
| Tanger Hershey GP LLC   | DE                 |
| Tanger Hershey I, LLC   | NC                 |
| Tanger Hershey II, LLC  | NC                 |
| Tanger Hershey Limited Partnership  | NC                 |
| Tanger Houston, LLC   | NC                 |
| Tanger OCF, LLC   | NC                 |
| Ocean City Factory Outlets, Inc.  | MD                 |
| Tanger AC-I, LLC  | NC                 |
| Atlantic City Associates, LLC (wholly owned by Tanger AC-1 LLC)   | MD                 |
| Tanger AC-II, LLC   | NC                 |
| Atlantic City Associates Number Two Investors, LLC (wholly owned by Tanger AC-II LLC)                               | MD                 |
| Atlantic City Associates Number Two (S-1), LLC (wholly owned by Atlantic City Associates Number Two Investors, LLC) | MD                 |
| Tanger AC-III, LLC  | NC                 |
| TVMB Associates, LLC  | NC                 |
| Tanger Master Trust   | NC                 |
| Tanger DC, LLC  | NC                 |
| Tanger Outlets Deer Park, LLC   | DE                 |
| Tanger Manager, LLC   | DE                 |
| Tanger Deer Park Mezz, LLC  | DE                 |
| Tanger Deer Park TIC, LLC   | DE                 |
| Tanger Finance Holdings, Inc.   | NC                 |
| Tanger Finance, LLC   | DE                 |
| OCF Holdings, LLC   | MD                 |
| Ocean City Factory Outlets I, LC  | MD                 |
| Ocean City Factory Outlets Acceptance Company, LLC  | MD                 |
| Tanger Charlotte, LLC   | NC                 |
| Hobbs Solar, LLC  | NC                 |

|   |             |   |
|---|-------------|---|
| FSH Associates LP   | PA          |   |
| Tanger Foxwoods, LLC  | NC          |   |
| Tanger Outlets of Savannah, LLC                             | NC          |   |
| Tanger Grand Rapids, LLC                                    | NC          |   |
| Tanger Jeffersonville, LLC                                  | NC          |   |
| <b>Name of Joint Venture/Consolidated Affiliates</b>        |             |   |
| Fashion Outlets at Foxwoods LLC                             | DE          |   |
| Atlantic City Associates Number Three, LLC                  | MD          |   |
| Tanger Phoenix, LLC   | NC          |   |
| <b>Name of Joint Venture/Unconsolidated Affiliates</b>      |             |   |
| Galveston Outlets, LLC (Houston)                            | DE          |   |
| Outlets at Westgate, LLC                                    | DE          |   |
| Tanger National Harbor, LLC                                 | DE          |   |
| Charlotte Outlets, LLC                                      | DE          |   |
| Outlet Mall of Savannah, LLC                                | DE          |   |
| <b>Name of Canadian Unconsolidated Affiliates</b>           |             |   |
| 1633272 Alberta ULC   | Alberta, CA |   |
| Tanger Canada 1, LLC  | NC          |   |
| Tanger Canada 2, LLC  | NC          |   |
| Tanger Canada 3, LLC  | NC          |   |
| Tanger Canada 4, LLC  | NC          |   |
| Les Factoreries Saint-Sauveur (2003) Inc.                   | Quebec, CA  |   |
| Stone Square Center Inc.                                    | Quebec, CA  |   |
| <b>Formed Entities in Pre-development/Development Phase</b> |             |   |
| Tanger Scottsdale, LLC                                      | NC          | not active  |
| Tanger Columbus, LLC  | NC          | will move to Subsidiaries   |
| Columbus Outlets, LLC                                       | DE          | JV entity   |
| Tanger Canada 5, LLC  | NC          | TBD   |
| Green Valley Acquisition, LLC                               | NC          | will move to Subsidiaries   |
| Mid-South Outlet Holdings, LLC                              | DE          | JV  |
| Mid-South Outlet Shops, LLC                                 | DE          | JV  |
| Desoto Mid-South Tourism Project, LLC                       | MS          | JV  |
| Tanger Daytona, LLC   | NC          | will move to Subsidiaries   |
| Tanger Fort Worth, LLC                                      | NC          | will move to Subsidiaries   |
|   |             | Entity to be wound down and dissolved, property sold 12/22/2014   |
| COROC/Lincoln City, LLC                                     | DE          | Entity to be wound down and dissolved, JV interest sold 2/13/2015 |
|   |             |   |
| Tanger WD, LLC  | NC          |   |
| <b>Other Affiliated Entities</b>                            |             |   |
| Tanger GP Trust   | MD          | not a sub of TPLP   |
| Tanger LP Trust   | MD          | not a sub of TPLP   |
| Tanger Factory Outlet Centers, Inc.                         | NC          | not a sub of TPLP   |

# TANGER U.S. ORGANIZATIONAL STRUCTURE



# TANGER CANADIAN ORGANIZATIONAL STRUCTURE



INTELLECTUAL PROPERTY MATTERS

None

**ADMINISTRATIVE AGENT'S OFFICE;  
CERTAIN ADDRESSES FOR NOTICES**

Tanger Properties Limited Partnership  
3200 Northline Ave., Suite 360  
Greensboro, NC 27408  
Attn: Steven Tanger

With copies to the following: Frank C. Marchisello Jr.  
Virginia R. Summerell

Telephone: 336-292-3010

Telecopier: 336-297-0931

Electronic Mail: tanger@tangeroutlets.com

With copies to the following: frank.marchisello@tangeroutlet.com virginia.summerell@tangeroutlet.com jennifer.roberts@tangeroutlet.com

Website Address: tangeroutlet.com

Taxpayer ID No. of Borrower: 56-1822494

Taxpayer ID No. of Parent 56-1815473

[Administrative Agent; L/C Issuer and Swing Line Lender addresses on following page(s)]

**ADMINISTRATIVE AGENT:**Administrative Agent's Office

(for payments and Requests for Borrowings):

Bank of America, N.A.

Attn: Charlotte Conn

TX1-492-14-11

901 Main Street, 14<sup>th</sup> Floor

Dallas, TX 75202

Telephone: 214 209-1225

Fax: 214.290.9653

Email: charlotte.a.conn@baml.com

Account No.: 1292000883

Ref: Tanger Syndicated Credit Agreement Loan Repayment

ABA# 026009593

Other Notices as Administrative Agent:

Bank of America, N.A.

Attn: Maurice Washington

901 Main Street

Location Code: TX1-492-14-19

Dallas, TX 75202-3714

Telephone: 214-209-5606

Email: maurice.washington@baml.com

Jacqui Desmond

Senior Vice President

Commercial Real Estate Bank

Bank of America Merrill Lynch

Bank of America, N.A.

1901 Main Street, 4th floor, SC3-240-04-35

Columbia, SC 29201

803-255-7649

803-255-7599 (fax)

jacqui.l.desmond@baml.com

**L/C ISSUER:**

Bank of America, NA

PA6-580-33-02-30

1 Fleet Way

Scranton, PA 18507

Attention: Brian Gibbons

Telephone: 570-330-4801

Fax: 570-330-4187

Email: scranton\_standby\_lc@bankofamerica.com

**SWING LINE LENDER:**

Bank of America, N.A.

Attn: Charlotte Conn

TX1-492-14-11

901 Main Street, 14<sup>th</sup> Floor

Dallas, TX 75202

Telephone: 214 209-1225

Fax: 214.290.9653

Email: charlotte.a.conn@baml.com  
Account No.: 1292000883  
Ref: Tanger Syndicated Credit Agreement Swing Line Borrowing  
ABA# 026009593



**FORM OF COMMITTED LOAN NOTICE**

Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests (select one):

A Borrowing of Committed Loans    A conversion or continuation of Loans

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \_\_\_\_\_.
3. Comprised of \_\_\_\_\_.

[Type of Committed Loan requested]

4. In the following currency: \_\_\_\_\_.
5. For Eurodollar Rate Loans: with an Interest Period of \_\_\_\_\_ [week][month(s)].

The Committed Borrowing, if any, requested herein complies with the provisos to the first sentence of Section 2.01 of the Agreement.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_  
Name:  
Title:

## FORM OF BID REQUEST

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The Lenders are invited to make Bid Loans:

1. On \_\_\_ (a Business Day).
2. In an aggregate amount not exceeding \$\_\_\_ (with any sublimits set forth below).
3. Comprised of (select one):

Bid Loans based on an Absolute Rate

Bid Loans based on Eurodollar Rate

| Bid Loan No. | Interest Period requested | Maximum principal amount requested |
|--------------|---------------------------|------------------------------------|
| 1            | _____ days/mos            | \$__                               |
| 2            | _____ days/mos            | \$__                               |
| 3            | _____ days/mos            | \$__                               |

The Bid Borrowing requested herein complies with the requirements of the proviso to the first sentence of Section 2.03(a) of the Agreement.

The Borrower authorizes the Administrative Agent to deliver this Bid Request to the Lenders. Responses by the Lenders must be in substantially the form of Exhibit B-2 to the Agreement and must be received by the Administrative Agent by the time specified in Section 2.03 of the Agreement for submitting Competitive Bids.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_

Name:

Title:

Exhibit B-2-1  
Form of Competitive Bid

FORM OF COMPETITIVE BID

, \_\_\_\_\_

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

In response to the Bid Request dated \_\_, \_\_\_\_, the undersigned offers to make the following Bid Loan(s):

- 1. Borrowing date: \_\_ (a Business Day).
- 2. In an aggregate amount not exceeding \$ \_\_\_\_ (with any sublimits set forth below).
- 3. Comprised of:

| Bid Loan No. | Interest Period offered | Bid Maximum | Absolute Rate Bid or Eurodollar |
|--------------|-------------------------|-------------|---------------------------------|
|              |                         |             | Margin Bid*                     |
| 1            | ____ days/mos           | \$__        | (- +) ____%                     |
| 2            | ____ days/mos           | \$__        | (- +) ____%                     |
| 3            | ____ days/mos           | \$__        | (- +) ____%                     |

Contact Person: \_\_ Telephone: \_\_

**[LENDER]**

By: \_\_

Name: \_\_

Title: \_\_

\*\*\*\*\*

**THIS SECTION IS TO BE COMPLETED BY THE BORROWER IF IT WISHES TO ACCEPT ANY OFFERS CONTAINED IN THIS COMPETITIVE BID:**

The offers made above are hereby accepted in the amounts set forth below:

| Bid Loan No. | Principal Amount Accepted |
|--------------|---------------------------|
|              | \$                        |
|              | \$                        |
|              | \$                        |

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_

Name:

Title:

FORM OF SWING LINE LOAN NOTICE

Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A., as Swing Line Lender  
Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests a Swing Line Loan:

1. On \_\_\_\_ (a Business Day).
2. In the amount of \$\_\_\_\_.

The Swing Line Borrowing requested herein complies with the requirements of the provisos to the first sentence of Section 2.05(a) of the Agreement.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_  
Name:  
Title:

## FORM OF NOTE

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FOR VALUE RECEIVED, the undersigned (the "Borrower") hereby promises to pay to \_\_\_\_\_ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Loan from time to time made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.05(f) of the Agreement with respect to Swing Line Loans, all payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in the currency in which such Committed Loan is denominated and in Same Day Funds at the Administrative Agent's Office for such currency. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount, currency and maturity of its Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

C - 1

Form of Note

---

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_

Name:

Title:

C - 2

Form of Note

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LOANS AND PAYMENTS WITH RESPECT THERETO

| Date | Type of Loan Made | Currency and<br>Amount of Loan<br>Made | End of Interest<br>Period | Amount of Principal<br>or Interest Paid This<br>Date | Outstanding Principal<br>Balance This Date | Notation Made By |
|------|-------------------|--|---------------------------|--|--|------------------|
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |
| —    | —                 | —                                      | —                         | —  | —  | —                |



## FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_, \_\_\_\_\_

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower, and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Borrower has delivered the year-end audited financial statements required by Section 6.01(a) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Borrower has delivered the unaudited financial statements required by Section 6.01(b) of the Agreement for the fiscal quarter of the Borrower ended as of the above date. To the knowledge of the undersigned, such financial statements fairly present, in all material respects, the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by such financial statements.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed, in all material respects, all its Obligations under the Loan Documents, and

*[select one:]*

**[to the knowledge of the undersigned, during such fiscal period the Borrower performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default has occurred and is continuing.]**

**--or--**

**[to the knowledge of the undersigned, during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]**

D - 1

Form of Compliance Certificate

4. To the knowledge of the undersigned, the representations and warranties of the Borrower contained in Article V of the Credit Agreement, and any representations and warranties of any Guarantor that are contained in the Guaranty are, except to the extent waived in accordance with the terms hereof, true and correct in all material respects on and as of the date hereof, except (a) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (b) that the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 and (c) for purposes of the representations and warranties set forth in Section 5.13, to the extent of changes resulting from transactions and other events contemplated or not prohibited by this Agreement or the other Loan Documents and changes occurring in the ordinary course of Borrower's business.

5. The financial covenant analyses and information set forth on Schedule 1 attached hereto are, to the best knowledge of the undersigned, true and accurate on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

**BORROWER:**

**Tanger Properties Limited Partnership,**  
a North Carolina limited partnership

By: Tanger GP Trust, its sole general partner

By: \_\_\_\_\_  
Name:  
Title:

D - 2

Form of Compliance Certificate

---

For the Quarter/Year ended \_\_\_\_\_ (“Statement Date”)

**SCHEDULE 1**  
to the Compliance Certificate

[INSERT DETAILED FINANCIAL COVENANT CALCULATIONS]

D - 3

Form of Compliance Certificate

---

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between **[the][each]** Assignor identified in item 1 below (**[the][each, an]** "Assignor") and **[the][each]** Assignee identified in item 2 below (**[the][each, an]** "Assignee"). **[It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.]** Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, **[the][each]** Assignor hereby irrevocably sells and assigns to **[the Assignee][the respective Assignees]**, and **[the][each]** Assignee hereby irrevocably purchases and assumes from **[the Assignor][the respective Assignors]**, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of **[the Assignor's][the respective Assignors']** rights and obligations in **[its capacity as a Lender][their respective capacities as Lenders]** under the Credit Agreement and any other documents or instruments delivered pursuant thereto in the amount[s] and equal to the percentage interest[s] identified below of all the outstanding rights and obligations under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swing Line Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of **[the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)]** against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by **[the][any]** Assignor to **[the][any]** Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as **[the][an]** "Assigned Interest"). Each such sale and assignment is without recourse to **[the][any]** Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by **[the][any]** Assignor.

1. Assignor[s]: \_\_\_\_\_

[Assignor [is] [is not] a Defaulting Lender]

2. Assignee[s]: \_\_\_\_\_

[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]

3. Borrower(s): Tanger Properties Limited Partnership

4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement

5. Credit Agreement: Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender

6. Assigned Interest[s]: \_\_\_\_\_

| <u>Assignor[s]</u> | <u>Assignee[s]</u> | <u>Facility<br/>Assigned</u> | <u>Aggregate<br/>Amount of<br/>Commitment<br/>/Loans<br/>for all Lenders</u> | <u>Amount of<br/>Commitment/Loans<br/>Assigned</u> | <u>Percentage<br/>Assigned of<br/>Commitment/<br/>Loans</u> | <u>CUSIP<br/>Number</u> |
|--------------------|--------------------|------------------------------|--|--|---|-------------------------|
|                    |                    | _____                        | \$ _____   | \$ _____   | _____ %   |                         |
|                    |                    | _____                        | \$ _____   | \$ _____   | _____ %   |                         |
|                    |                    | _____                        | \$ _____   | \$ _____   | _____ %   |                         |

[7. **Trade Date:** \_\_\_\_\_]

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]

[NAME OF ASSIGNOR]

By: \_\_\_\_\_

Title:

[NAME OF ASSIGNOR]

By: \_\_\_\_\_

Title:

ASSIGNEE[S]

[NAME OF ASSIGNEE]

By: \_\_\_\_\_

Title:

[NAME OF ASSIGNEE]

By: \_\_\_\_\_

Title:

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Form of Assignment and Assumption

**[Consented to and]** Accepted:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Title:

**[Consented to:]**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Title:

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Form of Assignment and Assumption

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STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION1. Representations and Warranties.

1.1. Assignor. **[The][Each]** Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of **[the][the relevant]** Assigned Interest, (ii) **[the][such]** Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is **[not]** a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. **[The][Each]** Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.06(b)(iii) and (v) of the Credit Agreement (subject to such consents, if any, as may be required under Section 10.06(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of **[the][the relevant]** Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by **[the][such]** Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire **[the][such]** Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section \_\_\_ thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by **[the][such]** Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, **[the][any]** Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of **[the][each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignor for amounts which have accrued to but excluding the Effective Date and to **[the][the relevant]** Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to **[the][the relevant]** Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

**FORM OF ADMINISTRATIVE QUESTIONNAIRE**

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Form of Administrative Questionnaire

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## FORM OF GUARANTY

## AMENDED AND RESTATED CONTINUING GUARANTY

[Re: Tanger Properties Limited Partnership - 2015 Second Amended and Restated Credit Agreement]

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of credit and/or financial accommodation heretofore or hereafter from time to time made or granted to TANGER PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership (the "Borrower") by BANK OF AMERICA, N.A., in its capacity as the Administrative Agent under the Credit Agreement referenced herein (in such capacity and together with its successors and assigns as permitted under the Credit Agreement, the "Agent") and the Lenders, as such term is defined in that certain Second Amended and Restated Credit Agreement dated as of \_\_\_\_\_, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) among the Borrower, the Agent, such Lenders, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as Joint Bookrunners and Joint Lead Arrangers, Wells Fargo Bank, National Association, as Syndication Agent and US Bank National Association, as Syndication Agent, the undersigned Guarantor (whether one or more the "Guarantor", and if more than one jointly and severally) hereby furnishes to the Agent, for the benefit of the Agent and Lenders, its amended and restated guaranty of the Guaranteed Obligations (as hereinafter defined) as set forth herein; provided, that this Guaranty constitutes an amendment, restatement, and continuation of that certain Continuing Guaranty initially entered into by Guarantor and certain other parties in favor of the Agent in connection with the Replaced Credit Facility (as the same may have been from time to time amended, restated, supplemented, or otherwise modified, the "Replaced Guaranty") and does not constitute a novation, termination or release of or with respect to any of the obligations or indebtedness represented by the Replaced Guaranty.

Now, therefore, the Guarantor agrees as follows:

**1. Guaranty.** The Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all existing and future indebtedness and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, voluntary or involuntary and whether for principal, interest, premiums, fees indemnities, damages, costs, expenses or otherwise, of the Borrower to the Agent and/or Lenders (collectively, the Agent and Lenders shall be referred to herein as the "Secured Parties") arising under the Credit Agreement, the Loan Documents, Sections 2, 10 and 17 of this Guaranty, any other instruments, agreements or other documents of any kind or nature now or hereafter executed in connection with the Credit Agreement (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, reasonable attorneys' fees and expenses incurred by the Agent in connection with the collection or enforcement thereof) and whether recovery upon such indebtedness and liabilities may be or hereafter become unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against the Guarantor or the Borrower under the Bankruptcy Code (Title 11, United States Code), any successor statute or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally (collectively, "Debtor Relief Laws"), and including interest that accrues after the commencement by or against the Borrower of any proceeding under any Debtor Relief Laws (collectively, the "Guaranteed Obligations"). The Agent's and/or Lenders' books and records showing the amount of the Guaranteed Obligations shall be admissible in evidence in any action or proceeding, and absent manifest error shall be binding upon the Guarantor and conclusive for the purpose of establishing the amount of the Guaranteed Obligations. This Guaranty shall not be affected by the regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of the Guarantor under this Guaranty, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing except the defense of payment. Anything contained

herein to the contrary notwithstanding, the obligations of the Guarantor hereunder at any time shall be limited to an aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions of any similar federal or state law.

**2. No Setoff or Deductions; Taxes; Payments.** The Guarantor represents and warrants that it is organized and resident in the United States of America. The Guarantor shall make all payments hereunder without setoff or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, compulsory loans, restrictions or conditions of any nature now or hereafter imposed or levied by any jurisdiction or any political subdivision thereof or taxing or other authority therein unless the Guarantor is compelled by law to make such deduction or withholding (and provided that nothing contained herein, including without limitation, the foregoing, shall limit or affect the Guarantor's ability to bring any separate action or claim available to it at law or in equity). If any such obligation (other than one arising with respect to taxes based on or measured by the income or profits of the respective Secured Parties) is imposed upon the Guarantor with respect to any amount payable by it hereunder, the Guarantor will pay to the Agent (for the benefit of the Secured Parties), on the date on which such amount is due and payable hereunder, such additional amount in U.S. dollars as shall be necessary to enable the Agent (on behalf of the Secured Parties) to receive the same net amount which the Agent would have received on such due date had no such obligation been imposed upon the Guarantor. The Guarantor will deliver promptly to the Agent (for the benefit of the Secured Parties) certificates or other valid vouchers for all taxes or other charges deducted from or paid with respect to payments made by the Guarantor hereunder. The obligations of the Guarantor under this paragraph shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty.

**3. Rights of Secured Parties.** The Guarantor consents and agrees that the Agent (for the benefit of the Secured Parties) and/or Secured Parties (as applicable) may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Guaranteed Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Guaranteed Obligations; (c) apply such security and direct the order or manner of sale thereof as the Secured Parties, in their sole discretion (and subject to the terms of the Loan Documents) may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Guaranteed Obligations. Without limiting the generality of the foregoing, the Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of the Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of the Guarantor.

**4. Certain Waivers.** The Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other guarantor (other than full payment and performance), or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that the Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting the Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Indebtedness, or pursue any other remedy in the Agent's or any other Secured Party's power whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by the Agent or any other Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. The Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Guaranteed Obligations, including but not limited to the benefits of N.C. General Statutes §§ 26-7 through 26-9 inclusive, as amended, or any similar statute.

**5. Obligations Independent.** The obligations of the Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Guaranteed Obligations and the obligations of any other guarantor, and a separate action may be brought against the Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

**6. Subrogation.** The Guarantor shall not exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Guaranteed Obligations and any amounts payable under this Guaranty have been indefeasibly paid and performed in full and any commitments of the Lenders or facilities provided by the Lenders with respect to the Guaranteed Obligations are terminated. If any amounts are paid to the Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Agent (for the benefit of the Secured Parties) to reduce the amount of the Guaranteed Obligations, whether matured or unmatured.

**7. Termination; Reinstatement.** This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now or hereafter existing and shall remain in full force and effect until all Guaranteed Obligations and any other amounts payable under this Guaranty are indefeasibly paid in full in cash and any commitments of the Lenders or facilities provided by the Lenders with respect to the Guaranteed Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or the Guarantor is made, or any Secured Party exercises its right of setoff, in respect of the Guaranteed Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Agent (for the benefit of the Secured Parties) is in possession of or has released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of the Guarantor under this paragraph shall be revived and this Guaranty reinstated in the event that this Guaranty is terminated prior to the occurrence of the events giving rise to the Guarantor's obligations under this paragraph and the obligations of the Guarantor under this paragraph shall survive termination of this Guaranty. Notwithstanding the foregoing, or anything to the contrary contained in this Guaranty, any Guarantor's obligations hereunder may be terminated and released at any time, including without limitation, at any time prior to the indefeasible payment and performance of all Guaranteed Obligations, in accordance with the terms of Credit Agreement, including without limitation, Section 6.12 and Section 9.12 thereof.

**8. Subordination.** The Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to the Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to the Guarantor as subrogee of any Secured Party or resulting from the Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Guaranteed Obligations. If the Agent (for the benefit of the Secured Parties) so requests, any such obligation or indebtedness of the Borrower to the Guarantor shall be enforced and performance received by the Guarantor as trustee for the Agent (for the benefit of the Secured Parties) and the proceeds thereof shall be paid over to the Agent (for the benefit of the Secured Parties) on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of the Guarantor under this Guaranty.

**9. Stay of Acceleration.** In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed, in connection with any case commenced by or against the Guarantor or Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by the Guarantor immediately upon demand by the Agent.

**10. Expenses.** The Guarantor shall pay on demand all non-reimbursed out-of-pocket expenses of the Agent (including reasonable attorneys' fees and expenses and the allocated cost and disbursements of internal legal counsel) in any way relating to the enforcement or protection of the Agent's or the other Secured Parties' rights under this Guaranty or in respect of the Guaranteed Obligations, including any incurred during any "workout" or restructuring in respect of the Guaranteed Obligations and any incurred in the preservation, protection or enforcement of any rights of the Agent or other Secured Parties in any proceeding any Debtor Relief Laws. The obligations of the Guarantor under this paragraph shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty.

**11. Miscellaneous.** No provision of this Guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by the Agent (for the benefit of the Secured Parties) and the Guarantor. No failure by the Agent to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a

waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or in equity. The unenforceability or invalidity of any provision of this Guaranty shall not affect the enforceability or validity of any other provision herein. Unless otherwise agreed by the Agent (for the benefit of the Secured Parties) and the Guarantor in writing, this Guaranty is not intended to supersede or otherwise affect any other guaranty now or hereafter given by the Guarantor for the benefit of any Secured Party or any term or provision thereof.

**12. Condition of Borrower.** The Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other guarantor as the Guarantor requires, and that the Secured Parties have no duty, and the Guarantor is not relying on any Secured Party to, at any time, disclose to the Guarantor any information relating to the business, operations or financial condition of the Borrower or any other guarantor (the guarantor waiving any duty on the part of any Secured Party to disclose such information and any defense relating to the failure to provide the same).

**13. Setoff.** If and to the extent any payment is not made when due hereunder, but only if and in the event that the Obligations have been accelerated pursuant to Section 8.02(b) of the Credit Agreement following an Event of Default thereunder, then the Agent (for the benefit of the Secured Parties) may setoff and charge from time to time any amount so due against any or all of the Guarantor's accounts or deposits with the Agent.

**14. Representations and Warranties.** The Guarantor represents and warrants that (a) it is duly organized and in good standing under the laws of the jurisdiction of its organization and has full capacity and right to make and perform this Guaranty, and all necessary authority has been obtained; (b) this Guaranty constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and (ii) the application of general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; (c) the making and performance of this Guaranty does not and will not violate the provisions of any applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default or require any consent under, any material agreement, instrument, or document to which it is a party or by which it or any of its property may be bound or affected; except to the extent that any such violation, breach or default, or failure to obtain the same, as applicable, could not reasonably be expected to have a Material Adverse Effect; and (d) all consents, approvals, licenses and authorizations of, and filings and registrations with, any governmental authority required under applicable law and regulations for the making and performance of this Guaranty have been obtained or made and are in full force and effect, except to the extent that failure to obtain or file the same, as applicable, could not reasonably be expected to have a Material Adverse Effect.

**15. Additional Representations, Warranties and Covenants of Guarantor.** Guarantor hereby acknowledges, agrees and confirms that, by its execution hereof, Guarantor will be deemed to be a Loan Party under the Credit Agreement and a "Guarantor" for all purposes of the Credit Agreement. Guarantor further agrees to be bound by, all of the terms, provisions and conditions contained in herein and in the Credit Agreement applicable to a Guarantor.

**16. New Guarantors.** Additional Persons (each such Person being referred to herein as a "New Guarantor") may, from time to time, become parties hereto (and thereby become a "Guarantor") pursuant to the terms and conditions set forth in Section 6.12 of the Credit Agreement through the execution of a counterpart signature page hereto. Each such New Guarantor hereby acknowledges, agrees and confirms that, by its execution of such counterpart, the New Guarantor will be deemed to be a Loan Party under the Credit Agreement and a "Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of the Guarantor hereunder as if it had executed this Agreement as of the Closing Date. Further, each such New Guarantor hereby ratifies, as of the date of its execution of a counterpart signature page hereto, and agrees to be bound by, all of the terms, provisions and conditions contained in herein and in the Credit Agreement applicable to a Guarantor. The obligations of each such New Guarantor hereunder and under the Credit Agreement will be joint and several with each other Person qualifying as a Guarantor hereunder.

**17. Indemnification and Survival.** Without limitation on any other obligations of the Guarantor or remedies of the Agent (for the benefit of the Secured Parties) under this Guaranty, the Guarantor shall, to the fullest extent permitted by law, indemnify, defend and save and hold harmless the Secured Parties from and against, and shall pay on demand, any and all reasonable damages, losses, liabilities and expenses (including reasonable attorneys' fees and expenses and the allocated cost and disbursements of internal legal counsel) that may be suffered or incurred by the Secured Parties in connection with or as a result of any failure of any Guaranteed Obligations to be the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

**18. Governing Law; Assignment; Jurisdiction; Notices.** This Guaranty shall be governed by, and construed in accordance with, the internal laws of the State of New York. This Guaranty shall (a) bind the Guarantor and its successors and assigns, provided that the Guarantor may not assign its rights or obligations under this Guaranty without the prior written consent of the Agent (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of the Secured Parties and their successors and assigns and the Lenders may, without notice to the Guarantor and without affecting the Guarantor's obligations hereunder, assign, sell or grant participations in the Guaranteed Obligations and this Guaranty, in whole or in part, in accordance with the terms of Section 10.06 of the Credit Agreement. The Guarantor hereby irrevocably (i) submits to the non-exclusive jurisdiction of any United States Federal or State court sitting in Charlotte, North Carolina in any action or proceeding arising out of or relating to this Guaranty, and (ii) waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith. Service of process by the Agent in connection with such action or proceeding shall be binding on the Guarantor if sent to the Guarantor by registered or certified mail at its address specified below or such other address as from time to time notified by the Guarantor. The Guarantor agrees that the Agent may disclose to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations of all or part of the Guaranteed Obligations any and all information in the Agent's possession concerning the Guarantor, this Guaranty and any security for this Guaranty, provided, that the Agent shall require any such recipient to agree in writing to maintain the confidentiality of such information. All notices and other communications to the Guarantor under this Guaranty shall be in writing and shall be delivered by hand or overnight courier service to the Guarantor at the address of the Borrower set forth in Schedule 10.02 to the Credit Agreement or at such other address in the United States as may be specified by the Guarantor in a written notice delivered to the Agent at the address of the Agent set forth in Schedule 10.02 to the Credit Agreement or at such other address in the United States as the Agent may designate for such purpose from time to time in a written notice to the Guarantor.

**19. Release of Prior Guarantors.** Each of the parties listed on Exhibit A attached hereto (collectively, the "Released Guarantors") is, effective as of \_\_\_\_\_, 2015, fully discharged and released from their respective obligations under and with respect to the Replaced Guaranty and, by its acknowledgement hereof, Administrative Agent hereby acknowledges and agrees that such parties are not, as of the Effective Date, parties hereto; provided, however that such discharge and release shall not preclude any of the Released Guarantors from becoming Guarantors hereunder or otherwise with respect to the Obligations upon any execution of a counterpart or joinder hereto and shall not, in any manner, restrict or limit the provisions of the Credit Agreement relating to which parties are required to become Guarantors with respect thereto or any liability that any of the Replaced Guarantors may hereafter assume or incur with respect to the Obligations.

**20. WAIVER OF JURY TRIAL; FINAL AGREEMENT.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE GUARANTOR AND THE AGENT EACH IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[remainder of page left intentionally blank – signature page(s) to follow]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

TANGER FACTORY OUTLET CENTERS, INC., a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

G - 6

Form of Guaranty

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Consented, accepted, and agreed to as an amendment and restatement of the Replaced Guaranty and discharge and release of the Released Guarantors:

Bank of America, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

G - 7

Form of Guaranty

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**Exhibit A**

**Released Guarantors**

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Form of Guaranty

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**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(c) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BENE (or W-8BEN, as applicable). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20[ ]

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(c) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BENE (or W-8BEN, as applicable). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20[ ]

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BENE (or W-8BEN, as applicable) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BENE (or W-8BEN, as applicable) from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20[ ]

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of \_\_\_\_\_, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Tanger Properties Limited Partnership (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender.

Pursuant to the provisions of Section 3.01(e) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BENE (or W-8BEN, as applicable) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BENE (or W-8BEN, as applicable) from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_, 201

**TANGER FACTORY OUTLET CENTERS, INC. AND SUBSIDIARIES**  
**Ratio of Earnings to Fixed Charges**  
(in thousands, except ratios)

|   | Year ended December 31, |                  |                  |                  |                  |
|---|-------------------------|------------------|------------------|------------------|------------------|
|   | 2015                    | 2014             | 2013             | 2012             | 2011             |
| <b>Earnings:</b>  |                         |                  |                  |                  |                  |
| Income before equity in earnings of unconsolidated joint ventures and noncontrolling interests <sup>(1) (2) (3)</sup> | 210,684                 | \$ 69,099        | \$ 102,281       | \$ 59,771        | \$ 52,554        |
| <b>Add:</b>   |                         |                  |                  |                  |                  |
| Distributed income of unconsolidated joint ventures   | 12,137                  | 9,586            | 5,853            | 1,005            | 499              |
| Amortization of capitalized interest  | 635                     | 517              | 513              | 509              | 507              |
| Interest expense  | 54,188                  | 57,931           | 51,616           | 49,814           | 45,382           |
| Portion of rent expense - interest factor   | 2,261                   | 2,119            | 2,078            | 1,908            | 1,938            |
| <b>Total earnings</b>   | <b>279,905</b>          | <b>139,252</b>   | <b>162,341</b>   | <b>113,007</b>   | <b>100,880</b>   |
| <b>Fixed charges:</b>   |                         |                  |                  |                  |                  |
| Interest expense  | 54,188                  | 57,931           | 51,616           | 49,814           | 45,382           |
| Capitalized interest and capitalized amortization of debt issue costs   | 3,791                   | 5,318            | 1,628            | 1,233            | 413              |
| Portion of rent expense - interest factor   | 2,261                   | 2,119            | 2,078            | 1,908            | 1,938            |
| <b>Total fixed charges</b>  | <b>\$ 60,240</b>        | <b>\$ 65,368</b> | <b>\$ 55,322</b> | <b>\$ 52,955</b> | <b>\$ 47,733</b> |
| <b>Ratio of earnings to fixed charges</b>   | <b>4.6</b>              | <b>2.1</b>       | <b>2.9</b>       | <b>2.1</b>       | <b>2.1</b>       |
| <b>Earnings:</b>  |                         |                  |                  |                  |                  |
| Income before equity in earnings of unconsolidated joint ventures, noncontrolling interests <sup>(1) (2) (3)</sup>    | \$ 210,684              | \$ 69,099        | \$ 102,281       | \$ 59,771        | \$ 52,554        |
| <b>Add:</b>   |                         |                  |                  |                  |                  |
| Distributed income of unconsolidated joint ventures   | 12,137                  | 9,586            | 5,853            | 1,005            | 499              |
| Amortization of capitalized interest  | 635                     | 517              | 513              | 509              | 507              |
| Interest expense  | 54,188                  | 57,931           | 51,616           | 49,814           | 45,382           |
| Portion of rent expense - interest factor   | 2,261                   | 2,119            | 2,078            | 1,908            | 1,938            |
| <b>Total Earnings</b>   | <b>279,905</b>          | <b>139,252</b>   | <b>162,341</b>   | <b>113,007</b>   | <b>100,880</b>   |
| <b>Fixed charges and preferred share dividends:</b>   |                         |                  |                  |                  |                  |
| Interest expense  | 54,188                  | 57,931           | 51,616           | 49,814           | 45,382           |
| Capitalized interest and capitalized amortization of debt issue costs   | 3,791                   | 5,318            | 1,628            | 1,233            | 413              |
| Portion of rent expense - interest factor   | 2,261                   | 2,119            | 2,078            | 1,908            | 1,938            |
| <b>Total combined fixed charges and preferred share dividends</b>   | <b>\$ 60,240</b>        | <b>\$ 65,368</b> | <b>\$ 55,322</b> | <b>\$ 52,955</b> | <b>\$ 47,733</b> |
| <b>Ratio of earnings to combined fixed charges and preferred share dividends</b>                                      | <b>4.6</b>              | <b>2.1</b>       | <b>2.9</b>       | <b>2.1</b>       | <b>2.1</b>       |

- (1) For the year ended December 31, 2015, income from continuing operations and net income include a gain of approximately \$120.4 million on the sale of our equity interest in the Wisconsin Dells joint venture and on the sale of our Kittery I & II, Tuscola, West Branch and Barstow outlet centers.
- (2) Income before equity in earnings of unconsolidated joint ventures and noncontrolling interests for the period ended December 31, 2014 includes a \$7.5 million gain on the sale of our Lincoln City outlet center and a \$13.1 million loss on early extinguishment of debt related to the early redemption of senior notes due November 2015.
- (3) Income before equity in earnings (losses) of unconsolidated joint ventures and noncontrolling interests for the period ended December 31, 2013, includes a \$26.0 million gain on a previously held interest in an acquired joint venture.

## TANGER PROPERTIES LIMITED PARTNERSHIP AND SUBSIDIARIES

Ratio of Earnings to Fixed Charges  
(in thousands, except ratios)

|   | Year ended December 31, |           |            |           |           |
|---|-------------------------|-----------|------------|-----------|-----------|
|   | 2015                    | 2014      | 2013       | 2012      | 2011      |
| <b>Earnings:</b>  |                         |           |            |           |           |
| Income before equity in earnings of unconsolidated joint ventures and noncontrolling interests <sup>(1) (2) (3)</sup> | \$ 210,684              | \$ 69,099 | \$ 102,281 | \$ 59,771 | \$ 52,554 |
| <b>Add:</b>   |                         |           |            |           |           |
| Distributed income of unconsolidated joint ventures   | 12,137                  | 9,586     | 5,853      | 1,005     | 499       |
| Amortization of capitalized interest  | 635                     | 517       | 513        | 509       | 507       |
| Interest expense  | 54,188                  | 57,931    | 51,616     | 49,814    | 45,382    |
| Portion of rent expense - interest factor   | 2,261                   | 2,119     | 2,078      | 1,908     | 1,938     |
| Total earnings  | 279,905                 | 139,252   | 162,341    | 113,007   | 100,880   |
| <b>Fixed charges:</b>   |                         |           |            |           |           |
| Interest expense  | 54,188                  | 57,931    | 51,616     | 49,814    | 45,382    |
| Capitalized interest and capitalized amortization of debt issue costs   | 3,791                   | 5,318     | 1,628      | 1,233     | 413       |
| Portion of rent expense - interest factor   | 2,261                   | 2,119     | 2,078      | 1,908     | 1,938     |
| Total fixed charges   | \$ 60,240               | \$ 65,368 | \$ 55,322  | \$ 52,955 | \$ 47,733 |
| Ratio of earnings to fixed charges  | 4.6                     | 2.1       | 2.9        | 2.1       | 2.1       |
| <b>Earnings:</b>  |                         |           |            |           |           |
| Income before equity in earnings of unconsolidated joint ventures <sup>(1) (2) (3)</sup>                              | \$ 210,684              | \$ 69,099 | \$ 102,281 | \$ 59,771 | \$ 52,554 |
| <b>Add:</b>   |                         |           |            |           |           |
| Distributed income of unconsolidated joint ventures   | 12,137                  | 9,586     | 5,853      | 1,005     | 499       |
| Amortization of capitalized interest  | 635                     | 517       | 513        | 509       | 507       |
| Interest expense  | 54,188                  | 57,931    | 51,616     | 49,814    | 45,382    |
| Portion of rent expense - interest factor   | 2,261                   | 2,119     | 2,078      | 1,908     | 1,938     |
| Total earnings  | 279,905                 | 139,252   | 162,341    | 113,007   | 100,880   |
| <b>Fixed charges and preferred unit distributions:</b>  |                         |           |            |           |           |
| Interest expense  | 54,188                  | 57,931    | 51,616     | 49,814    | 45,382    |
| Capitalized interest and capitalized amortization of debt issue costs   | 3,791                   | 5,318     | 1,628      | 1,233     | 413       |
| Portion of rent expense - interest factor   | 2,261                   | 2,119     | 2,078      | 1,908     | 1,938     |
| Total combined fixed charges and preferred unit distributions   | \$ 60,240               | \$ 65,368 | \$ 55,322  | \$ 52,955 | \$ 47,733 |
| Ratio of earnings to combined fixed charges and preferred unit distributions  | 4.6                     | 2.1       | 2.9        | 2.1       | 2.1       |

- (1) For the year ended December 31, 2015, income from continuing operations and net income include a gain of approximately \$120.4 million on the sale of our equity interest in the Wisconsin Dells joint venture and on the sale of our Kittery I & II, Tuscola, West Branch and Barstow outlet centers.
- (2) Income before equity in earnings of unconsolidated joint ventures and noncontrolling interests for the period ended December 31, 2014 includes a \$7.5 million gain on the sale of our Lincoln City outlet center and a \$13.1 million loss on early extinguishment of debt related to the early redemption of senior notes due November 2015.
- (3) Income before equity in earnings (losses) of unconsolidated joint ventures and noncontrolling interests for the period ended December 31, 2013, includes a \$26.0 million gain on a previously held interest in an acquired joint venture.

**Tanger Factory Outlet Centers, Inc.**List of Subsidiaries

Tanger Properties Limited Partnership  
Tanger GP Trust  
Tanger LP Trust  
Tanger Development Corporation  
TWMB Associates, LLC  
Tanger Deer Park, LLC  
Tanger COROC, LLC  
Tanger COROC II, LLC  
COROC Holdings, LLC  
COROC/Riviera L.L.C.  
COROC/Hilton Head I L.L.C.  
COROC/Hilton Head II L.L.C.  
COROC/Lincoln City L.L.C.  
COROC/Myrtle Beach L.L.C.  
COROC/Park City L.L.C.  
COROC/Rehoboth I L.L.C.  
COROC/Rehoboth II L.L.C.  
COROC/Rehoboth III L.L.C.  
COROC/Lakes Region L.L.C.  
COROC/Tilton II L.L.C.  
COROC/Tuscola L.L.C.  
COROC/Westbrook I L.L.C.  
COROC/Westbrook II L.L.C.  
COROC/Clinton CHR, LLC  
COROC/Clinton WR, LLC  
Tanger Devco, LLC  
Tanger WD, LLC  
Northline Indemnity, LLC  
Tanger Phoenix, LLC  
Tanger Scottsdale, LLC  
Tanger Houston, LLC  
Pembroke Acquisition Company, LLC  
Tanger Hershey GP, LLC  
Tanger Hershey I, LLC  
Tanger Hershey II, LLC  
Tanger Hershey Limited Partnership  
FSH Associates LP  
San Marc I, LLC  
Tanger San Marc, LLC  
Tanger DC, LLC  
Tanger National Harbor, LLC  
Galveston Outlets, LLC  
Tanger Master Trust  
Tanger Canada 1, LLC  
1633272 Alberta ULC  
Tanger AC-I, LLC  
Tanger AC-II, LLC  
Tanger AC-III, LLC  
Atlantic City Associates, LLC  
Atlantic City Associates Number Two Investors, LLC  
Atlantic City Associates Number Two (S-1), LLC  
Atlantic City Associates Number Three, LLC  
Tanger OCF, LLC

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OCF Holdings, LLC  
Ocean City Factory Outlets, Inc.  
Ocean City Factory Outlets I, LC  
Ocean City Factory Outlets Acceptance Company, LLC  
Tanger Charlotte, LLC  
Tanger Columbus, LLC  
Tanger Canada 2, LLC  
Tanger Canada 3, LLC  
Tanger Foxwoods, LLC  
Outlets at Westgate, LLC  
Columbus Outlets, LLC  
Charlotte Outlets, LLC  
Fashion Outlets at Foxwoods, LLC  
Stone Square Center Inc.  
Les Factoreries Saint-Sauveur (2003), Inc.  
Holden Acquisition Company, LLC  
Cornwallis Acquisition Company, LLC  
Tanger Canada 4, LLC  
Tanger Outlets Deer Park, LLC  
Tanger Manager, LLC  
Tanger Deer Park Mezz, LLC  
Tanger Deer Park TIC, LLC  
Tanger Finance Holdings, Inc.  
Tanger Finance, LLC  
Tanger Grand Rapids, LLC  
Tanger Outlets of Savannah, LLC  
Green Valley Acquisition, LLC  
Outlet Mall of Savannah, LLC  
Tanger Canada 5, LLC  
Mid-South Outlet Holdings, LLC  
Mid-South Outlet Shops, LLC  
Desoto Mid-South Tourism Project, LLC  
Cheshire Outlets, LLC  
Hobbs Solar, LLC  
Tanger Daytona, LLC  
Tanger Jeffersonville, LLC  
Tanger Fort Worth, LLC  
Tanger Sunset, LLC



**Tanger Properties Limited Partnership**List of Subsidiaries

Tanger Development Corporation  
TWMB Associates, LLC  
Tanger Deer Park, LLC  
Tanger COROC, LLC  
Tanger COROC II, LLC  
COROC Holdings, LLC  
COROC/Riviera L.L.C.  
COROC/Hilton Head I L.L.C.  
COROC/Hilton Head II L.L.C.  
COROC/Lincoln City L.L.C.  
COROC/Myrtle Beach L.L.C.  
COROC/Park City L.L.C.  
COROC/Rehoboth I L.L.C.  
COROC/Rehoboth II L.L.C.  
COROC/Rehoboth III L.L.C.  
COROC/Lakes Region L.L.C.  
COROC/Tilton II L.L.C.  
COROC/Tuscola L.L.C.  
COROC/Westbrook I L.L.C.  
COROC/Westbrook II L.L.C.  
COROC/Clinton CHR, LLC  
COROC/Clinton WR, LLC  
Tanger Devco, LLC  
Tanger WD, LLC  
Northline Indemnity, LLC  
Tanger Phoenix, LLC  
Tanger Scottsdale, LLC  
Tanger Houston, LLC  
Pembroke Acquisition Company, LLC  
Tanger Hershey GP, LLC  
Tanger Hershey I, LLC  
Tanger Hershey II, LLC  
Tanger Hershey Limited Partnership  
FSH Associates LP  
San Marc I, LLC  
Tanger San Marc, LLC  
Tanger DC, LLC  
Tanger National Harbor, LLC  
Galveston Outlets, LLC  
Tanger Master Trust  
Tanger Canada 1, LLC  
1633272 Alberta ULC  
Tanger AC-I, LLC  
Tanger AC-II, LLC  
Tanger AC-III, LLC  
Atlantic City Associates, LLC  
Atlantic City Associates Number Two Investors, LLC  
Atlantic City Associates Number Two (S-1), LLC  
Atlantic City Associates Number Three, LLC  
Tanger OCF, LLC  
OCF Holdings, LLC  
Ocean City Factory Outlets, Inc.  
Ocean City Factory Outlets I, LC  
Ocean City Factory Outlets Acceptance Company, LLC

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Tanger Charlotte, LLC  
Tanger Columbus, LLC  
Tanger Canada 2, LLC  
Tanger Canada 3, LLC  
Tanger Foxwoods, LLC  
Outlets at Westgate, LLC  
Columbus Outlets, LLC  
Charlotte Outlets, LLC  
Fashion Outlets at Foxwoods, LLC  
Stone Square Center Inc.  
Les Factoreries Saint-Sauveur (2003), Inc.  
Holden Acquisition Company, LLC  
Cornwallis Acquisition Company, LLC  
Tanger Canada 4, LLC  
Tanger Outlets Deer Park, LLC  
Tanger Manager, LLC  
Tanger Deer Park Mezz, LLC  
Tanger Deer Park TIC, LLC  
Tanger Finance Holdings, Inc.  
Tanger Finance, LLC  
Tanger Grand Rapids, LLC  
Tanger Outlets of Savannah, LLC  
Green Valley Acquisition, LLC  
Outlet Mall of Savannah, LLC  
Tanger Canada 5, LLC  
Mid-South Outlet Holdings, LLC  
Mid-South Outlet Shops, LLC  
Desoto Mid-South Tourism Project, LLC  
Cheshire Outlets, LLC  
Hobbs Solar, LLC  
Tanger Daytona, LLC  
Tanger Jeffersonville, LLC  
Tanger Fort Worth, LLC  
Tanger Sunset, LLC

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-197713, 333-126924, and 333-91863) and Form S-3 (Nos. 333-204649, 333-192911 and 333-181984) of Tanger Factory Outlet Centers, Inc. of our report dated February 23, 2016, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Charlotte, North Carolina  
February 23, 2016

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statement on Form S-3 (Nos. 333-204649-01 and 333-181984-01) of Tanger Properties Limited Partnership of our report dated February 23, 2016, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Charlotte, North Carolina  
February 23, 2016

I, Steven B. Tanger, certify that:

1. I have reviewed this annual report on Form 10-K of Tanger Factory Outlet Centers, Inc. for the year ended December 31, 2015;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Steven B. Tanger

Steven B. Tanger  
President and Chief Executive Officer  
Tanger Factory Outlet Centers, Inc.

I, Frank C. Marchisello, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of Tanger Factory Outlet Centers, Inc. for the year ended December 31, 2015;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Frank C. Marchisello, Jr.

Frank C. Marchisello, Jr.

Executive Vice-President and Chief Financial Officer

Tanger Factory Outlet Centers, Inc.

I, Steven B. Tanger, certify that:

- 1 I have reviewed this annual report on Form 10-K of Tanger Properties Limited Partnership for the year ended December 31, 2015;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Steven B. Tanger

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Steven B. Tanger

President and Chief Executive Officer

Tanger GP Trust, sole general partner of the Operating Partnership

I, Frank C. Marchisello, Jr., certify that:

- 1 I have reviewed this annual report on Form 10-K of Tanger Properties Limited Partnership for the year ended December 31, 2015;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2016

/s/ Frank C. Marchisello, Jr.

Frank C. Marchisello, Jr.

Vice-President and Treasurer

Tanger GP Trust, sole general partner of the Operating Partnership  
(Principal Financial Officer)



**Certification of Chief Executive Officer**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Tanger Factory Outlet Centers, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2016

/s/ Steven B. Tanger

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Steven B. Tanger  
President and Chief Executive Officer  
Tanger Factory Outlet Centers, Inc.

**Certification of Chief Financial Officer**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Tanger Factory Outlet Centers, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the year ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2016

/s/ Frank C. Marchisello, Jr.

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Frank C. Marchisello, Jr.

Executive Vice President and Chief Financial Officer Tanger Factory Outlet Centers, Inc.

**Certification of Chief Executive Officer**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Tanger Properties Limited Partnership (the "Operating Partnership") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Operating Partnership for the year ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership.

Date: February 23, 2016

/s/ Steven B. Tanger

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Steven B. Tanger

President and Chief Executive Officer

Tanger GP Trust, sole general partner of the Operating Partnership

**Certification of Principal Financial Officer**

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Tanger Properties Limited Partnership (the "Operating Partnership") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Operating Partnership for the year ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Operating Partnership.

Date: February 23, 2016

/s/ Frank C. Marchisello, Jr.

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Frank C. Marchisello, Jr.

Vice President and Treasurer

Tanger GP Trust, sole general partner of the Operating Partnership  
(Principal Financial Officer)