

APARTMENT INVESTMENT & MANAGEMENT CO

Form S-4

July 28, 2011

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As filed with the Securities and Exchange Commission on July 28, 2011

Registration No. 333-

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

**Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

APARTMENT INVESTMENT AND MANAGEMENT COMPANY

(Exact name of registrant as specified in its charter)

Maryland

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

6798

*(Primary standard industrial
classification code number)*

84-1259577

*(IRS Employer
Identification Number)*

AIMCO PROPERTIES, L.P.

(Exact name of registrant as specified in its charter)

Delaware

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

6513

*(Primary standard industrial
classification code number)*

84-1275621

*(IRS Employer
Identification Number)*

**4582 South Ulster Street Parkway, Suite 1100
Denver, Colorado 80237
(303) 757-8101**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

John Bezzant

Executive Vice President

Apartment Investment and Management Company

**4582 South Ulster Street Parkway, Suite 1100
Denver, Colorado 80237
(303) 757-8101**

(Name, address, including zip code and telephone number, including area code of agent for service)

Copy to:

**Paul J. Nozick
Alston & Bird LLP**

**One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309
(404) 881-7000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement is declared effective and all other conditions to the merger as described in the enclosed consent solicitation/prospectus are satisfied or waived.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

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. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Share (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
			\$1,354,489.76	\$157.26

Partnership Common Units of
AIMCO Properties, L.P.

Common Stock of Apartment
Investment and Management
Company(2)

- (1) Omitted in reliance on Rule 457(o) under the Securities Act of 1933.
- (2) Represents shares of Common Stock issuable upon redemption of Partnership Common Units issued hereunder.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants will file a further amendment which specifically states that this Registration Statement will thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement will become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this consent solicitation/prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This consent solicitation/prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED July 28, 2011

CONSENT SOLICITATION/PROSPECTUS

**NATIONAL PROPERTY INVESTORS 6
PROPOSED MERGER YOUR VOTE IS VERY IMPORTANT**

Dear Limited Partner:

National Property Investors 6, or NPI, plans to enter into an agreement and plan of conversion and merger, or merger agreement, with AIMCO Properties, L.P., or Aimco OP, and a wholly owned subsidiary of Aimco OP. Under the proposed merger agreement:

First, NPI will be converted from a California limited partnership to a Delaware limited partnership, or New NPI. In the conversion, each unit of limited partnership interest in NPI, or NPI Unit, will be converted into an identical unit of limited partnership in New NPI, or New NPI Unit, and the general partnership interest in NPI now held by NPI's managing general partner will be converted into a general partnership interest in New NPI.

Second, Aimco OP's subsidiary, AIMCO NPI 6 Merger Sub LLC, a Delaware limited liability company, or the Aimco Subsidiary, will be merged with and into New NPI, with New NPI as the surviving entity. The Aimco Subsidiary was formed for the purpose of effecting this merger and does not have any assets or operations. In the merger, each New NPI Unit will be converted into the right to receive, at the election of the holder of such unit, either:

\$41.08 in cash, or

\$41.08 in partnership common units of Aimco OP, or OP Units.

The merger consideration of \$41.08 per NPI Unit was based on an independent third party appraisal of NPI's property by KTR Real Estate Advisors LLC, or KTR, an independent valuation firm.

The number of OP Units offered for each NPI Unit in the merger will be calculated by dividing \$41.08 by the average closing price of common stock of Apartment Investment and Management Company, or Aimco, as reported on the New York Stock Exchange, or the NYSE, over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger. For example, as of July 21, 2011, the average closing price of Aimco common stock over the preceding ten consecutive trading days was \$26.98, which would have resulted in 1.52 OP Units offered for each NPI Unit. However, if Aimco OP determines that the law of the state or other jurisdiction in which a limited partner resides would prohibit the issuance of OP Units in that state or other jurisdiction (or that registration or qualification in that state or jurisdiction would be prohibitively costly), then such limited partner will not be entitled to elect OP Units, and will receive cash.

The OP Units are not listed on any securities exchange nor do they trade in an active secondary market. However, after a one-year holding period, OP Units are redeemable for shares of Aimco common stock (on a one-for-one basis)

or cash equal to the value of such shares, as Aimco elects. As a result, the trading price of Aimco common stock is considered a reasonable estimate of the fair market value of an OP Unit. Aimco's common stock is listed and traded on the NYSE under the symbol AIV.

In the merger, Aimco OP's interest in the Aimco Subsidiary will be converted into New NPI Units. As a result, after the merger, Aimco OP will be the sole limited partner of New NPI and will own all of the outstanding New NPI Units.

Within ten days after the merger, Aimco OP will prepare and mail to you an election form pursuant to which you can elect to receive cash or OP Units. You may elect the form of consideration you wish to receive by completing and returning the election form in accordance with its instructions. If the information agent does not receive a properly completed election form from you before 5:00 p.m., New York time on the 30th day after the merger, you will be deemed to have elected to receive cash. You may also use the election form to elect to receive, in lieu of the merger consideration, the appraised value of your NPI Units, determined through an arbitration proceeding.

Prior to entering into the merger agreement, the agreement of limited partnership of NPI will be amended to eliminate the prohibition on transactions between NPI, on one hand, and its managing general partner and its affiliates, on the other.

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Under applicable law, the merger agreement, the conversion, the merger and the amendment must be approved by NPI's managing general partner and a majority of the limited partnership units. The managing general partner has determined that the merger agreement, the conversion, the merger and the amendment are advisable and in the best interests of NPI and its limited partners; has approved the merger agreement, the conversion, the merger and the amendment; and recommends that you vote **FOR** the approval of the merger agreement, the conversion, the merger and the amendment. As of July 21, 2011, there were issued and outstanding 109,594 NPI Units, and Aimco OP and its affiliates owned 76,622 of those units, or approximately 69.91% of the number of NPI Units outstanding. As more fully described herein, 46,289 of the NPI Units owned by Aimco OP and its affiliates are subject to a voting restriction, which requires such units to be voted in proportion to the votes cast with respect to NPI Units not subject to this voting restriction. Aimco OP and its affiliates have indicated that they will vote all 30,333 of their NPI Units that are not subject to this restriction, or approximately 47.92% of all NPI Units not subject to this restriction, **FOR** the proposal to approve the merger agreement, the conversion, the merger and the amendment. As a result, Aimco OP and its affiliates expect to vote a minimum of 52,512 NPI Units, or approximately 47.92% of the NPI Units outstanding, in favor of the proposal. Taking into account the remaining restricted NPI Units that Aimco OP and its affiliates will vote in proportion to the remaining unrestricted NPI Units, the affirmative vote of at least 1,321 NPI Units held by limited partners unaffiliated with Aimco OP is required to approve the merger agreement, the conversion, the merger and the amendment. Approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed.

Your vote is very important. We urge you to submit your consent as promptly as possible. Please refer to the instructions on the enclosed consent form. If you do not return or submit your consent prior to the expiration date, as described, or if you otherwise abstain from voting, the effect will be the same as a vote against the proposal to approve the merger agreement, the conversion, the merger and the amendment.

This consent solicitation/prospectus contains information about the conversion, the merger, the amendment and the securities offered hereby, and the reasons that NPI's managing general partner has decided that the conversion, the merger and the amendment are in the best interests of NPI and its limited partners. NPI's managing general partner has conflicts of interest with respect to the conversion, the merger and the amendment that are described in greater detail herein. **Please read this consent solicitation/prospectus carefully, including the section entitled Risk Factors beginning on page 18.** It provides you with detailed information about the conversion, the merger, the amendment and the securities offered hereby. The merger agreement is attached to this consent solicitation/prospectus as Annex A, and the amendment is attached to this consent solicitation/prospectus as Annex B.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued in connection with the transactions described herein or determined if this consent solicitation/prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This consent solicitation/prospectus is dated [], 2011, and is first being mailed to limited partners on or about [], 2011.

THIS SOLICITATION OF CONSENTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [], 2011 UNLESS EXTENDED BY THE MANAGING GENERAL PARTNER IN ITS DISCRETION AS DESCRIBED IN THIS CONSENT SOLICITATION/PROSPECTUS (THIS DATE, AS SO EXTENDED, IS REFERRED TO AS THE EXPIRATION DATE).

WE ARE CURRENTLY SEEKING QUALIFICATION TO ALLOW ALL HOLDERS OF LIMITED PARTNERSHIP UNITS OF NPI THE ABILITY TO ELECT TO RECEIVE OP UNITS IN CONNECTION WITH THE TRANSACTIONS DESCRIBED HEREIN. HOWEVER, AT THE PRESENT TIME, IF YOU

ARE A RESIDENT OF ONE OF THE FOLLOWING STATES, YOU ARE NOT PERMITTED TO ELECT TO RECEIVE OP UNITS IN CONNECTION WITH THE TRANSACTIONS DESCRIBED HEREIN:

**CALIFORNIA
MASSACHUSETTS
NEW YORK**

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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ADDITIONAL INFORMATION

This consent solicitation/prospectus incorporates important business and financial information about Aimco from documents that it has filed with the Securities and Exchange Commission, or the SEC, but that have not been included in or delivered with this consent solicitation/prospectus. For a listing of documents incorporated by reference into this consent solicitation/prospectus, please see **Where You Can Find Additional Information** beginning on page 91 of this consent solicitation/prospectus.

Aimco will provide you with copies of such documents relating to Aimco (excluding all exhibits unless Aimco has specifically incorporated by reference an exhibit in this consent solicitation/prospectus), without charge, upon written or oral request to:

ISTC Corporation
P.O. Box 2347
Greenville, South Carolina 29602
(864) 239-1029

If you wish to obtain any of these documents from Aimco, you should make your request no later than [], 2011 to ensure timely delivery.

In addition, if you have questions about the conversion, the merger or the amendment, or if you need to obtain copies of this consent solicitation/prospectus, consent forms, election forms or other documents incorporated by reference in this consent solicitation/prospectus, you may contact our consent solicitor and information agent, Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive, Cranford, New Jersey 07016; by fax at (908) 497-2349; or by telephone at (800) 217-9608. You will not be charged for any of the documents you request.

ABOUT THIS CONSENT SOLICITATION/PROSPECTUS

This consent solicitation/prospectus, which forms a part of a registration statement on Form S-4 filed with the Securities and Exchange Commission by Aimco and Aimco OP, constitutes a prospectus of Aimco OP under Section 5 of the Securities Act of 1933, as amended, or the Securities Act, with respect to the OP Units that may be issued to holders of NPI Units in connection with the transactions described herein, and a prospectus of Aimco under Section 5 of the Securities Act with respect to shares of Aimco common stock that may be issued in exchange for such OP Units tendered for redemption. This document also constitutes a consent solicitation under Section 14(a) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, with respect to the action proposed to be taken by consent of the limited partners to approve the merger agreement, the conversion, the merger and the amendment.

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NATIONAL PROPERTY INVESTORS 6

TO THE LIMITED PARTNERS OF NATIONAL PROPERTY INVESTORS 6:

NOTICE IS HEREBY GIVEN that National Property Investors 6, a California limited partnership, referred to as NPI, is seeking the consent of its limited partners to approve:

1. An Agreement and Plan of Conversion and Merger, or merger agreement, to be entered into by NPI with AIMCO Properties, L.P., or Aimco OP, and a wholly owned subsidiary of Aimco OP, under which:

First, NPI will be converted from a California limited partnership to a Delaware limited partnership, or New NPI. In the conversion, each unit of limited partnership interest in NPI, or NPI Unit, will be converted into an identical unit of limited partnership in New NPI, or New NPI Unit, and the general partnership interest in NPI now held by NPI's managing general partner will be converted into a general partnership interest in New NPI; and

Second, Aimco OP's subsidiary, AIMCO NPI 6 Merger Sub LLC, a Delaware limited liability company, or the Aimco Subsidiary, will be merged with and into New NPI, with New NPI as the surviving entity, and each New NPI Unit will be converted into the right to receive, at the election of the holder of such unit, either:

\$41.08 in cash, or

\$41.08 in partnership common units of Aimco OP, or OP Units.

2. An amendment to the limited partnership agreement of NPI to be effected prior to NPI's entry into the merger agreement eliminating the prohibition on transactions between NPI, on one hand, and its managing general partner and its affiliates, on the other. Each limited partner that consents to this proposal will appoint NPI Equity as its attorney-in-fact to execute the amendment.

Only Limited Partners of record on the close of business on [], 2011 are entitled to notice of, and to consent to, the actions described herein. This solicitation of consents will expire at 5:00 p.m., New York City time on [], 2011 unless extended by the managing general partner in its discretion as described in this consent solicitation/prospectus. This date, as so extended, is referred to as the expiration date.

Your vote is important. To vote, mark, sign and date the enclosed consent form on the reverse side and return it promptly in the accompanying postage-paid envelope. A consent may be revoked at any time prior to the expiration date. Please review this consent solicitation/prospectus for more complete information regarding the merger agreement, the conversion, the merger, the amendment and the consent action. If you do not return or submit your consent vote, or if you otherwise abstain from voting, the effect will be the same as a vote against the proposal to approve the merger agreement, the conversion, the merger and the amendment. Approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed.

Pursuant to the terms of the proposed merger agreement, Aimco OP will provide each limited partner with contractual dissenters' appraisal rights that are similar to the dissenters' appraisal rights available to a stockholder of a corporation in a merger under Delaware law, and which will enable a limited partner to obtain an appraisal of the value of the limited partner's NPI Units in connection with the transactions. Prosecution of these contractual appraisal rights will involve an arbitration proceeding, and the consideration paid to a limited partner after the prosecution of such contractual appraisal rights, which will take a period of time that cannot be predicted with accuracy, will be a cash

payment, resulting in a taxable event to such Limited Partner. A description of the appraisal rights being provided, and the procedures that a limited partner must follow to seek such rights, is attached to this consent solicitation/prospectus as Annex C and are summarized in this consent solicitation/prospectus in the section entitled "The Transactions Appraisal Rights" beginning on page 39.

NPI's managing general partner has determined that the merger agreement and the transactions contemplated thereby, including the conversion and the merger, are in the best interests of NPI and its Limited Partners, and has approved the merger agreement, the conversion, the merger and the amendment. The managing general partner recommends that the Limited Partners vote "FOR" approval of the merger agreement, the conversion, the merger and the amendment.

Please vote by completing, signing, dating and returning the enclosed consent form in the enclosed envelope. The enclosed envelope requires no postage if mailed in the United States.

NPI EQUITY INVESTMENTS, INC.

Managing General Partner

[], 2011

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SUMMARY TERM SHEET

You are being asked to consider and vote on a proposal to approve (i) the Agreement and Plan of Conversion and Merger to be entered into by NPI, Aimco OP, New NPI and the Aimco Subsidiary, which is referred to in this consent solicitation/prospectus as the merger agreement, (ii) the conversion and merger contemplated by the merger agreement, and (iii) an amendment to the limited partnership agreement of NPI eliminating the prohibition on transactions between NPI, on one hand, and its managing general partner and its affiliates, on the other, and authorizing the managing general partner to complete the merger without any further action by the limited partners. This summary term sheet highlights the material information with respect to the merger agreement, the conversion, the merger, the amendment and the other matters described herein. It may not contain all of the information that is important to you. You are urged to carefully read the entire consent solicitation/prospectus and the other documents referred to in this consent solicitation/prospectus, including the merger agreement and the amendment. Aimco, Aimco OP, NPI Equity Investments, Inc. and Aimco's subsidiaries that may be deemed to directly or indirectly beneficially own limited partnership units of NPI are referred to herein, collectively, as the Aimco Entities.

The Transactions:

Amendment of NPI's Partnership Agreement. Prior to entering into the proposed merger agreement, NPI's partnership agreement will be amended to (i) eliminate the prohibition on transactions between NPI, on the one hand, and its managing general partner and its affiliates, on the other, and (ii) authorize the managing general partner to complete the merger described below without any further action by the limited partners. A copy of the proposed amendment to the NPI partnership agreement is attached as Annex B to this consent solicitation/prospectus.

The Conversion and Merger. NPI plans to enter into an agreement and plan of conversion and merger, or merger agreement, with the Aimco Subsidiary and Aimco OP. Under the merger agreement:

First, NPI will be converted from a California limited partnership to a Delaware limited partnership, or New NPI. In the conversion, each NPI Unit will be converted into a New NPI Unit, and the general partnership interest in NPI now held by the managing general partner will be converted into a general partnership interest in New NPI.

Second, the Aimco Subsidiary will be merged with and into New NPI, with New NPI as the surviving entity. The Aimco Subsidiary was formed for the purpose of effecting this merger and does not have any assets or operations. In the merger, each New NPI Unit will be converted into the right to receive the merger consideration described below.

Merger Consideration: In the merger, each NPI Unit will be converted into the right to receive, at the election of the holder of such NPI Unit, either \$41.08 in cash or equivalent value in OP Units, except in those jurisdictions where the law prohibits the offer of OP Units (or registration or qualification would be prohibitively costly). The number of OP Units issuable with respect to each NPI Unit will be calculated by dividing the \$41.08 per unit cash merger consideration by the average closing price of Aimco common stock, as reported on the NYSE over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger. For a full description of the determination of the merger consideration, see The Transactions Determination of Merger Consideration beginning on page 37.

Opinion of Financial Advisor: In connection with the merger, Duff & Phelps, LLC, or Duff & Phelps, has delivered its written opinion to the boards of directors of Aimco and the general partners of Aimco OP and NPI

to the effect that, as of July 28, 2011, the cash consideration offered in the mergers is fair, from a financial point of view, to the unaffiliated limited partners of NPI.

The full text of Duff & Phelps's written opinion, which sets forth the assumptions made, procedures followed, factors considered and qualifications and limitations on the review undertaken by Duff & Phelps in connection with its opinion, is attached to this consent solicitation/prospectus as Annex D. You are encouraged to read Duff & Phelps's opinion, and the section entitled "Special Factors" "Opinion of Financial Advisor" beginning on page 13, carefully and in their entirety.

Duff & Phelps's opinion was directed to the boards of directors of Aimco and the general partners of Aimco OP and NPI, and addresses only the fairness to the unaffiliated limited partners of NPI, from a financial point

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of view, of the cash consideration offered to them as of the date of the opinion. Duff & Phelps's opinion did not address any other aspect of the merger and was not intended to and does not constitute a recommendation as to how any party should vote or act with respect to the mergers or any matter relating thereto.

Effects of the Transactions: After the amendment, the conversion and the merger, Aimco OP will be the sole limited partner in New NPI, and will own all of the outstanding New NPI Units. As a result, after the merger, you will cease to have any rights in New NPI as a limited partner. See Special Factors Effects of the Transactions, beginning on page 6.

Appraisal Rights: Pursuant to the terms of the proposed merger agreement, Aimco OP will provide each limited partner with contractual dissenters' appraisal rights that are similar to the dissenters' appraisal rights available to a stockholder of a corporation in a merger under Delaware law, and which will enable a limited partner to obtain an appraisal of the value of the limited partner's NPI Units in connection with the transactions. See The Transactions Appraisal Rights, beginning on page 39. A description of the appraisal rights being provided, and the procedures that a limited partner must follow to seek such rights, is attached to this consent solicitation/prospectus as Annex C.

Parties Involved:

National Property Investors 6, or NPI, is a California limited partnership formed on October 15, 1982. NPI owns and operates one investment property, Colony at Kenilworth Apartments, a 383 unit apartment project located in Towson, Maryland. See Information About NPI, beginning on page 31. NPI's principal address is 55 Beattie Place, P.O. Box 1089, Greenville, South Carolina 29602, and its telephone number is (864) 239-1000. NPI will be converted to a Delaware limited partnership, or New NPI, under the terms of the proposed conversion.

Apartment Investment and Management Company, or Aimco, is a Maryland corporation that is a self-administered and self-managed real estate investment trust, or REIT. Aimco's principal financial objective is to provide predictable and attractive returns to its stockholders. Aimco's common stock is listed and traded on the NYSE under the symbol AIV. See Information about the Aimco Entities, beginning on page 29. Aimco's principal address is 4582 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237, and its telephone number is (303) 757-8101.

AIMCO Properties, L.P., or Aimco OP, is a Delaware limited partnership which, through its operating divisions and subsidiaries, holds substantially all of Aimco's assets and manages the daily operations of Aimco's business and assets. See Information about the Aimco Entities, beginning on page 29. Aimco OP's principal address is 4582 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237, and its telephone number is (303) 757-8101.

AIMCO NPI 6 Merger Sub LLC, or the Aimco Subsidiary, is a Delaware limited liability company formed for the purpose of consummating the merger with NPI. The Aimco Subsidiary is a direct wholly owned subsidiary of Aimco OP. See Information about the Aimco Entities, beginning on page 29.

Reasons for the Transactions: Aimco and Aimco OP are in the business of acquiring, owning and managing apartment properties such as the one owned by NPI, and have decided to proceed with the transactions as a means of acquiring the property currently owned by NPI in a manner that they believe (i) provides fair value to limited partners, (ii) offers limited partners an opportunity to receive immediate liquidity, or defer recognition of taxable gain (except where the law of the state or other jurisdiction in which a limited partner resides would prohibit the issuance of OP Units in that state or other jurisdiction, or where registration or qualification would

be prohibitively costly), and (iii) relieves NPI of the expenses associated with a sale of the property, including marketing and other transaction costs. The Aimco Entities decided to proceed with the transactions at this time for the following reasons:

In the absence of a transaction, NPI limited partners have only limited options to liquidate their investment in NPI. The NPI Units are not traded on an exchange or other reporting system, and transactions in the securities are limited and sporadic.

The value of the single property owned by NPI is not sufficient to justify its continued operation as a public company. As a public company with a significant number of unaffiliated limited partners, NPI

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incurs costs associated with preparing audited annual financial statements, unaudited quarterly financial statements, tax returns and partner Schedule K-1s and periodic SEC reports and other costs associated with having multiple limited partners. The Aimco Entities estimate these costs to be approximately \$83,000 per year.

NPI has been operating at a loss for the past several years, and depends, in part, on loans from Aimco OP to fund its operations and capital improvements at its property. At March 31, 2011, the total amount of loans owed by NPI to Aimco OP was approximately \$6,834,000. NPI may receive additional advances of funds from Aimco OP, although Aimco OP is not obligated to provide such advances. If the Aimco Entities acquire 100% of the limited partnership interests of NPI, they will have greater flexibility in financing and operating its property.

See Special Factors Purposes, Alternatives and Reasons for the Transactions, beginning on page 5.

Fairness of the Transactions; Recommendation of the Managing General Partner: Although the Aimco Entities have interests that may conflict with those of NPI's unaffiliated limited partners, each of the Aimco Entities believe that the amendment, the merger agreement, the conversion and the merger are fair to the unaffiliated limited partners of NPI. NPI Equity, the managing general partner of NPI, has approved the merger agreement, the conversion, the merger and the amendment, and recommends that you vote FOR the proposal to approve the merger agreement, the conversion, the merger and the amendment. See Special Factors Fairness of the Transactions, beginning on page 7.

Conflicts of Interest: In considering NPI Equity's recommendation to vote for the proposal to approve the merger agreement, the conversion, the merger and the amendment, you should be aware that NPI Equity has a conflict of interest with respect to the transactions. NPI Equity is the managing general partner of NPI and is wholly owned by AIMCO/IPT, Inc., which in turn is wholly owned by Aimco. NPI Equity has fiduciary duties to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco, on the one hand, and to NPI and its limited partners, on the other hand. The duties of NPI Equity to NPI and its limited partners conflict with the duties of NPI Equity to AIMCO/IPT, Inc., which could result in NPI Equity approving and recommending a transaction that is more favorable to Aimco than might be the case absent such conflict of interest. See The Transactions Conflicts of Interest, beginning on page 38.

Risk Factors: In evaluating the merger agreement, the conversion, the merger and the amendment, NPI limited partners should carefully read this consent solicitation/prospectus and especially consider the factors discussed in the section entitled Risk Factors, beginning on page 18. Some of the risk factors associated with the transactions are summarized below:

Aimco owns NPI Equity, the managing general partner of NPI. As a result, NPI Equity has a conflict of interest in the merger. A transaction with a third party in the absence of this conflict could result in better terms or greater consideration to NPI limited partners.

NPI limited partners who receive cash may recognize taxable gain in the merger and that gain could exceed the merger consideration.

There are a number of significant differences between NPI Units and Aimco OP Units relating to, among other things, the nature of the investment, voting rights, distributions and liquidity and transferability/redemption. For more information regarding those differences, see Comparison of NPI Units and Aimco OP Units, beginning on page 60.

NPI limited partners may elect to receive OP Units as merger consideration, and there are risks related to an investment in OP Units, including the fact that there are restrictions on transferability of OP Units; there is no public market for OP Units; and there is no assurance as to the value that might be realized upon a future redemption of OP Units.

Voting Rights: Limited partners are being asked to consider and vote on, or consent to, a proposal to approve the merger agreement, the conversion, the merger and the amendment. NPI Equity has fixed [], 2011 as the record date for voting on the merger agreement, the conversion, the merger and the amendment. Only limited partners of record as of the close of business on the record date are entitled to notice of, and to vote on, or consent to, the matter. This solicitation of consents will expire at 5:00 p.m., New York City time

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on [], 2011 unless extended by the managing general partner in its discretion as described in this consent solicitation/prospectus. This date, as may be extended, is referred to as the expiration date.

Required Vote and Voting Rights: Approval of the merger agreement, the conversion, the merger and the amendment requires the affirmative vote of at least a majority of the NPI Units. Each NPI Unit is entitled to one vote. As of July 21, 2011, there were 109,594 NPI Units outstanding held by 1,909 limited partners of record. Aimco OP and its affiliates owned 76,622 of those NPI Units, or approximately 69.91% of the number of units outstanding at such date. However, 46,289 of the NPI Units owned by Aimco OP and its affiliates are subject to a voting restriction, which requires such units to be voted in proportion to the votes cast with respect to NPI Units not subject to this voting restriction. Aimco OP and its affiliates have indicated that they will vote all 30,333 of their NPI Units that are not subject to this restriction, or approximately 47.92% of all NPI Units not subject to this restriction, FOR the proposal to approve the merger agreement, the conversion, the merger and the amendment. As a result, Aimco OP and its affiliates expect to vote a minimum of 52,512 of the NPI Units outstanding, or approximately 47.92% of the NPI Units outstanding in favor of the proposals. Taking into account the remaining restricted NPI Units that Aimco OP and its affiliates will vote in proportion to the remaining unrestricted NPI Units, the affirmative vote of at least 1,321 NPI Units held by limited partners unaffiliated with Aimco OP is required to approve the merger agreement, the conversion, the merger and the amendment. Approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed. For more information regarding the required vote, see The Transactions Approvals Required and Voting Rights, beginning on page 39.

How NPI Units are Voted: You may vote by completing the enclosed consent form and then signing, dating and returning it in the self-addressed postage pre-paid envelope provided. Submitting a consent now will not limit your right to revoke such consent prior to the expiration date. See The Transactions How NPI Units are Voted, beginning on page 40.

Revocation of Consents: You may revoke your consent at any time before the expiration date by giving notice in writing to the information agent, or by submitting a duly executed consent bearing a later date. See The Transactions Revocation of Consent, beginning on page 40.

Material United States Federal Income Tax Consequences of the Transactions: New NPI, the Delaware partnership, will be considered a continuation of NPI, the California partnership for tax purposes. NPI will not recognize gain. New NPI will have the same federal identification number as that of NPI and will have the same tax basis, holding period, and depreciation method for each of its assets as that of NPI. The partners of NPI will not recognize any gain from the merger of NPI with and into New NPI. The bases of the partners in New NPI will be equal to their bases in NPI, and their holding periods in their units in New NPI will be the same as their holding periods in the NPI units. Aimco believes that completion of the conversion will not result in any tax consequences to the limited partners of NPI.

The merger between New NPI and the Aimco Subsidiary will generally be treated as a partnership merger for U.S. Federal income tax purposes. In general, any payment of cash for NPI Units will be treated as a sale of such NPI Units by such holder, and any exchange of NPI Units for OP Units under the terms of the merger agreement will be treated as a tax-free transaction, except to the extent described in Material United States Federal Income Tax Considerations United States Federal Income Tax Consequences Relating to the Transactions, beginning on page 66.

The foregoing is a general discussion of the material U.S. federal income tax consequences of the transactions. This summary does not discuss all aspects of U.S. federal income taxation that may be relevant to you in light of your specific circumstances or if you are subject to special treatment under the federal income tax laws. The particular tax consequences of the transactions to you will depend on a number of factors related to your tax

situation. You should review Material United States Federal Income Tax Considerations, herein and consult your tax advisors for a full understanding of the tax consequences to you of the transactions.

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SPECIAL FACTORS

Purposes, Alternatives and Reasons for the Transactions

Aimco and Aimco OP are in the business of acquiring, owning and managing apartment properties such as the one owned by NPI, and have decided to proceed with the transactions as a means of acquiring the property currently owned by NPI in a manner they and the other Aimco Entities believe (i) provides fair value to limited partners, (ii) offers limited partners an opportunity to receive immediate liquidity, or defer recognition of taxable gain (except where the law of the state or other jurisdiction in which a limited partner resides would prohibit the issuance of OP Units in that state or other jurisdiction, or where registration or qualification would be prohibitively costly), and (iii) relieves NPI of the expenses associated with a sale of the property, including marketing and other transaction costs.

The Aimco Entities determined to proceed with the transactions at this time for the following reasons:

In the absence of a transaction, NPI limited partners have only limited options to liquidate their investment in NPI. The NPI Units are not traded on an exchange or other reporting system, and transactions in the securities are limited and sporadic.

The value of the single property owned by NPI is not sufficient to justify its continued operation as a public company. As a public company with a significant number of unaffiliated limited partners, NPI incurs costs associated with preparing audited annual financial statements, unaudited quarterly financial statements, tax returns and partner Schedule K-1s and periodic SEC reports and other costs associated with having multiple limited partners. The Aimco Entities estimate these costs to be approximately \$83,000 per year.

NPI has been operating at a loss for the past several years, and depends, in part, on loans from Aimco OP to fund its operations and capital improvements at its property. At March 31, 2011, the total amount of loans owed by NPI to Aimco OP was approximately \$6,834,000. NPI may receive additional advances of funds from Aimco OP, although Aimco OP is not obligated to provide such advances. If the Aimco Entities acquire 100% of the limited partnership interests of NPI, they will have greater flexibility in financing and operating its property.

Before deciding to proceed with the proposed transactions, NPI Equity and the other Aimco Entities considered the alternatives described below:

Continuation of NPI as a Public Company Operating the Property. NPI Equity and the other Aimco Entities did not consider the continuation of NPI as a public company operating the property to be a viable alternative primarily because of the costs associated with preparing financial statements, tax returns, periodic SEC reports and other expenses, and the inability of NPI to generate sufficient funds to cover operating expenses without advances from Aimco OP, which may not be available in the future.

Liquidation of NPI. As discussed above, NPI Equity and the other Aimco Entities considered a liquidation of NPI in which NPI's property would be marketed and sold to third parties, with any net proceeds remaining after payment of all liabilities distributed to NPI's limited partners. The primary advantage of such a transaction would be that the sale prices would reflect arm's-length negotiations and might therefore be higher than the appraised value that has been used to determine the merger consideration. NPI Equity and the Aimco Entities rejected this alternative because of: (i) the risk that a third party purchaser might not be found that would offer a satisfactory price; (ii) the costs imposed

on NPI in connection with marketing and selling the property; (iii) the fact that limited partners would recognize taxable gain on the sale without the option of deferring that gain; and (iv) in NPI Equity's judgment, the costs imposed on NPI in connection with marketing and selling its property, as well as the fact that in such a sale limited partners would recognize taxable gain on the sale without the option of deferring that gain, would likely make the sale of the property and dissolution of NPI less advantageous to the limited partners than the transactions.

Contribution of the property to Aimco. The Aimco Entities considered a transaction in which NPI's property would be contributed to Aimco OP in exchange for OP Units. The primary advantage of such a transaction would be

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that NPI limited partners would not recognize taxable gain. The Aimco Entities rejected this alternative because it would not offer limited partners an opportunity for immediate liquidity.

Effects of the Transactions

The Aimco Entities believe that the transactions will have the following benefits and detriments to unaffiliated limited partners, NPI and the Aimco Entities:

Benefits to Unaffiliated Limited Partners. The transactions are expected to have the following principal benefits to unaffiliated limited partners:

Liquidity. Limited partners are given a choice of merger consideration, and may elect to receive either cash or OP Units in the merger, except in those jurisdictions where the law prohibits the offer of OP Units (or registration or qualification would be prohibitively costly). Limited partners who receive cash consideration will receive immediate liquidity with respect to their investment.

Option to Defer Taxable Gain. Limited partners who receive OP Units in the merger may defer recognition of taxable gain (except where the law of the state or other jurisdiction in which a limited partner resides would prohibit the issuance of OP Units in that state or other jurisdiction, or where registrations or qualification would be prohibitively costly).

Diversification. Limited partners who receive OP Units in the merger will have the opportunity to participate in Aimco OP, which has a more diversified property portfolio than NPI.

Benefits to NPI. The transactions are expected to have the following principal benefits to NPI:

Elimination of Costs Associated with SEC Reporting Requirements and Multiple Limited Partners. NPI will terminate registration after the merger is completed, and will cease filing periodic reports with the SEC. As a result, neither NPI nor New NPI will incur costs associated with preparing audited financial statements, unaudited quarterly financial statements, tax returns and partner Schedule K-1s, periodic SEC reports and other expenses. The Aimco Entities estimate these expenses to be approximately \$83,000 per year for NPI.

Benefits to the Aimco Entities. The transactions are expected to have the following principal benefits to the Aimco Entities:

Increased Interest in NPI. Upon completion of the merger, Aimco OP will be the sole limited partner of New NPI. As a result, the Aimco Entities will receive all of the benefit from any future appreciation in value of the property after the merger and any future income from such property.

Detriments to Unaffiliated Limited Partners. The transactions are expected to have the following principal detriments to unaffiliated limited partners:

Taxable Gain. Limited partners who receive cash consideration may recognize taxable gain in the merger and that gain could exceed the merger consideration. In addition, limited partners who receive OP Units in the merger could recognize taxable gain if Aimco subsequently sells the property.

Risks Related to OP Units. Limited partners who receive OP Units in the merger will be subject to the risks related to an investment in OP Units, as described in greater detail under the heading Risk Factors Risks Related to an Investment in OP Units.

Conflicts of Interest; No Separate Representation of Unaffiliated Limited Partners. NPI Equity is the managing general partner of NPI and is indirectly wholly owned by Aimco. Therefore, NPI Equity has a conflict of interest with respect to the transactions. NPI Equity has fiduciary duties to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco, on the one hand, and to NPI and its limited partners, on the other hand. The duties of NPI Equity to NPI and its limited partners conflict with the duties of NPI Equity to AIMCO/IPT, Inc., which could result in NPI Equity approving a transaction that is more favorable to Aimco than might be the case absent such conflict of interest. In negotiating the merger agreement and the amendment, no one separately represented the interests of the unaffiliated limited partners. If an independent advisor had been engaged, it is possible that such advisor could have negotiated better terms for NPI's unaffiliated limited partners.

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Decreased Interest in NPI. Upon completion of the merger, unaffiliated limited partners will no longer hold an interest in NPI, and Aimco OP will be the sole limited partner of NPI. As a result, unaffiliated limited partners will no longer benefit from any future appreciation in the value of the property after the merger, and any future income from such property.

Detriments to NPI. The transactions are not expected to have any detriments to NPI.

Detriments to the Aimco Entities. The transactions are expected to have the following principal detriments to the Aimco Entities:

Increased Interest in NPI. Upon completion of the merger, the Aimco Entities' limited partner interest in the net book value of NPI will increase from 71% to 100%, or from a deficit of \$14,546,000 to a deficit of \$20,483,000 as of December 31, 2010, and their limited partner interest in the net losses from continuing operations of NPI will increase from 70.2% to 100%, or from \$693,000 to \$987,000 for the period ended December 31, 2010. Upon completion of the merger, Aimco OP will be the sole limited partner of New NPI. As a result, Aimco OP will bear the burden of all future operating or other losses of NPI, as well as any decline in the value of the property.

Burden of Capital Expenditures. Upon completion of the transactions, the Aimco Entities will have sole responsibility for providing any funds necessary to pay for capital expenditures at the property.

Material United States Federal Income Tax Consequences of the Transactions

For a discussion of the material United States federal income tax consequences of the transactions, see **Material United States Federal Income Tax Considerations** **United States Federal Income Tax Consequences Relating to the Transactions**, beginning on page 66.

Fairness of the Transactions

Factors in Favor of Fairness Determination. The Aimco Entities (including NPI Equity as managing general partner of NPI) believe that the transactions are fair and in the best interests of NPI and its unaffiliated limited partners. In support of such determination, the Aimco Entities considered the following factors:

The merger consideration of \$41.08 per NPI Unit was based on an independent third party appraisal of the property by KTR, an independent valuation firm.

Duff & Phelps has delivered its written opinion to the board of directors of Aimco and the general partners of Aimco OP and NPI to the effect that, as of July 28, 2011, based upon and subject to the assumptions made, procedures followed, factors considered, and qualifications and limitations on the review undertaken by Duff & Phelps in connection with its opinion, the cash consideration offered in the merger is fair, from a financial point of view, to the unaffiliated limited partners of NPI.

The merger consideration is based upon the Aimco Entities' estimate of going concern value, calculated as the appraised value of NPI's property, plus the amount of its other assets, less the amount of NPI's liabilities, including the market value of mortgage debt (but without deducting any prepayment penalties thereon), and adjusted for the incentive fee payable to NPI Equity under the terms of NPI's partnership agreement upon a sale of the property.

The mark-to-market adjustment to the mortgage debt encumbering NPI's property is less than the prepayment penalties that would be payable upon an immediate sale of the property.

The merger consideration is greater than the Aimco Entities' estimate of liquidation value because other than the incentive fee payable to NPI Equity, there was no deduction for certain amounts that would be payable upon an immediate sale of the property, such as a prepayment penalty on the mortgage debt, currently estimated to be approximately \$7,149,800.

The merger consideration exceeds the net book value per unit (a deficit of \$182.81 per NPI Unit at March 31, 2011).

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Limited partners may defer recognition of taxable gain by electing to receive OP Units in the merger, except in those jurisdictions where the law prohibits the offer of OP Units (or registration or qualification would be prohibitively costly).

The number of OP Units issuable to limited partners in the merger will be determined based on the average closing price of Aimco common stock, as reported on the NYSE, over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger.

Limited partners who receive cash consideration will achieve immediate liquidity with respect to their investment.

Limited partners who receive OP Units in the merger will have the opportunity to participate in Aimco OP, which has a more diversified property portfolio than NPI.

Although limited partners are not entitled to dissenters' appraisal rights under applicable law, the merger agreement provides them with contractual dissenters' appraisal rights that are similar to the dissenters' appraisal rights that are available to stockholders in a corporate merger under Delaware law.

Although the merger agreement may be terminated by either side at any time, Aimco OP, New NPI and the Aimco Subsidiary are very likely to complete the merger on a timely basis.

Unlike a typical property sale agreement, the merger agreement contains no indemnification provisions, so there is no risk of subsequent reduction of the proceeds.

In contrast to a sale of the property to a third party, which would involve marketing and other transaction costs, Aimco OP has agreed to pay all third party expenses associated with the transactions.

The merger consideration is greater than the prices at which NPI Units have recently sold in the secondary market (\$4.00 to \$25.12 per NPI Unit) from January 1, 2010 through July 21, 2011.

The merger consideration is greater than the prices at which NPI Units have historically sold in the secondary market (\$25.00 to \$25.12 per NPI Unit) from January 1, 2009 through December 31, 2009.

The appraised value of the property on which the merger consideration is based, \$39 million, is greater than the highest of the offers that NPI received for the property when it tried to sell the property during March through June of 2009 (\$32.5 million).

Factors Not in Favor of Fairness Determination. In addition to the foregoing factors, the Aimco Entities also considered the following countervailing factors:

NPI Equity, the managing general partner of NPI, has substantial conflicts of interest with respect to the merger as a result of (i) the fiduciary duties it owes to unaffiliated limited partners, who have an interest in receiving the highest possible consideration, and (ii) the fiduciary duties it owes to its sole stockholder, a subsidiary of Aimco, which has an interest in obtaining the property for the lowest possible consideration.

The terms of the merger were not approved by any independent directors.

An unaffiliated representative was not retained to act solely on behalf of the unaffiliated limited partners for purposes of negotiating the merger agreement on an independent, arm's-length basis, which might have resulted in better terms for the unaffiliated limited partners.

The merger agreement does not require the approval of a majority in interest of the unaffiliated limited partners.

In calculating the merger consideration, the market value of the mortgage debt encumbering the property was deducted, which resulted in less merger consideration than would have been the case if the aggregate amount outstanding was deducted.

In calculating the merger consideration, the incentive compensation fee payable to NPI Equity under the terms of NPI's partnership agreement in a sale of the property was deducted.

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Limited partners who receive cash consideration in the merger may recognize taxable gain and that gain could exceed the merger consideration.

Limited partners who receive OP Units in the merger could recognize taxable gain if Aimco subsequently sells the property.

Limited partners who receive OP Units in the merger will be subject to the risks related to an investment in OP Units, as described in greater detail under the heading **Risk Factors** **Risks Related to an Investment in OP Units**.

KTR, the valuation firm that appraised the property, has performed work for Aimco OP and its affiliates in the past and this pre-existing relationship could negatively impact KTR's independence.

The Aimco Entities did not assign relative weights to the above factors in reaching their decision that the transactions are fair to NPI and its unaffiliated limited partners. However, in determining that the benefits of the proposed conversion, merger and amendment outweigh the costs and risks, they relied primarily on the following factors: (i) the merger consideration of \$41.08 per NPI Unit is based on an independent third party appraisal of the property; (ii) the Duff & Phelps opinion that, as of July 28, 2011, and based on and subject to the various assumptions, qualifications and limitations set forth therein, the cash consideration offered in the merger is fair, from a financial point of view, to the unaffiliated limited partners of NPI; (iii) limited partners may defer recognition of taxable gain by electing to receive OP Units in the merger, except in certain jurisdictions where the law prohibits the offer of OP Units (or registration or qualification would be prohibitively costly); and (iv) limited partners are entitled to contractual dissenters' appraisal rights. The Aimco Entities were aware of, but did not place much emphasis on, information regarding prices at which NPI units may have sold in the secondary market because they do not view that information as a reliable measure of value. The NPI Units are not traded on an exchange or other reporting system, and transactions in the secondary market are very limited and sporadic. In addition, some of the historical prices are not comparable to current value because of intervening events, including advances from Aimco OP. Similarly, the Aimco Entities also did not place significant emphasis on the prices at which third parties offered to acquire the property during the Aimco Entities' efforts to sell the property during March through June of 2009, because historical prices do not reflect intervening events, such as fluctuations in the multi-family real estate market.

Procedural Fairness. The Aimco Entities determined that the transactions are fair from a procedural standpoint despite the absence of any customary procedural safeguards, such as the engagement of an unaffiliated representative, the approval of independent directors or approval by a majority of unaffiliated limited partners. In making this determination, the Aimco Entities relied primarily on the dissenters' appraisal rights provided to unaffiliated limited partners under the merger agreement that are similar to the dissenters' appraisal rights available to stockholders in a corporate merger under Delaware law.

The Appraisal

Selection and Qualifications of Independent Appraiser. NPI Equity, in its capacity as the managing general partner of NPI, retained the services of KTR to appraise the market value of NPI's property. KTR is an experienced independent valuation consulting firm that has performed appraisal services for Aimco OP and its affiliates in the past. Aimco OP believes that its relationship with KTR had no negative impact on its independence in conducting the appraisal related to the merger.

Factors Considered. KTR performed a complete appraisal of the property. KTR has represented that its report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the

Appraisal Standards Board of the Appraisal Foundation, the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. NPI furnished KTR with all of the necessary information requested by KTR in connection with the appraisal. The appraisal was not prepared in conjunction with a request for a specific value or a value within a given range. In preparing its valuation of the property, KTR, among other things:

Inspected the property and its environs;

Reviewed demographic and other socioeconomic trends pertaining to the city and region where the property is located;

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Examined regional apartment market conditions, with special emphasis on the property's apartment submarket;

Investigated lease and sale transactions involving comparable properties in the influencing market;

Reviewed the existing rent roll and discussed the leasing status with the building manager and leasing agent. In addition, KTR reviewed the property's recent operating history and those of competing properties;

Utilized appropriate appraisal methodology to derive estimates of value; and

Reconciled the estimates of value into a single value conclusion.

Summary of Approaches and Methodologies Employed. The following summary describes the approaches and analyses employed by KTR in preparing the appraisal. KTR principally relied on two approaches to valuation: (i) the income capitalization approach and (ii) the sales comparison approach.

The income capitalization approach is based on the premise that value is derived by converting anticipated benefits into property value. Anticipated benefits include the present value of the net income and the present value of the net proceeds resulting from the re-sale of the property. KTR reported that the property has an adequate operations history to determine its income-producing capability over the near future. In addition, performance levels of competitive properties served as an adequate check as to the reasonableness of the property's actual performance. As such, the income capitalization approach was utilized in the appraisal of the property. As part of the income capitalization approach, KTR used the direct capitalization method to estimate a value for property.

According to KTR's report, the basic steps in the direct capitalization analysis are as follows: (i) calculate potential gross income from all sources that a competent owner could legally generate; (ii) estimate and deduct an appropriate vacancy and collection loss factor to arrive at effective gross income; (iii) estimate and deduct operating expenses that would be expected during a stabilized year to arrive at a probable net operating income; (iv) develop an appropriate overall capitalization rate to apply to the net operating income; and (v) estimate value by dividing the net operating income by the overall capitalization rate. In addition, any adjustments to account for differences between the current conditions and stabilized conditions are also considered.

The sales comparison approach is an estimate of value based upon a process of comparing recent sales of similar properties in the surrounding or competing areas to the subject property. This comparative process involves judgment as to the similarity of the subject property and the comparable sales with respect to many value factors such as location, contract rent levels, quality of construction, reputation and prestige, age and condition, and the interest transferred, among others. The value estimated through this approach represents the probable price at which the subject property would be sold by a willing seller to a willing and knowledgeable buyer as of the date of value. The reliability of this technique is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and extent of adjustment necessary for differences, and the absence of atypical conditions affecting the individual sales prices. KTR reported that, although the volume of sales activity is down as a result of market conditions, its research revealed adequate sales activity to form a reasonable estimation of the subject property's market value pursuant to the sales comparison approach. According to KTR's report, the basic steps in processing the sales comparison approach are outlined as follows: (i) research the market for recent sales transactions, listings, and offers to purchase or sell of properties similar to the subject property; (ii) select a relevant unit of comparison and develop a comparative analysis; (iii) compare comparable sale properties with the subject property using the elements of comparison and adjust the price of each comparable to the subject property; and (iv) reconcile the various value indications produced by the analysis of the comparables.

The final step in the appraisal process is the reconciliation of the value indicators into a single value estimate. KTR reviewed each approach in order to determine its appropriateness relative to the property. The accuracy of the data available and the quantity of evidence were weighted in each approach. For the appraisal of the property, KTR relied principally on the income capitalization approach to valuation and secondarily on the sales comparison approach, and reported that the value conclusion derived pursuant to the sales comparison approach is supportive of the conclusion derived pursuant to the income capitalization approach.

Summary of Independent Appraisal of the Property. KTR performed a complete appraisal of the property. The appraisal was dated June 3, 2011. The appraisal report provides an estimate of the property's market value as of

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June 1, 2011. The summary set forth below describes the material conclusions reached by KTR based on the values determined under the valuation approaches and subject to the assumptions and limitations described below. KTR estimated the market value of the property was \$39,000,000.

Valuation Under Income Capitalization Approach. Using the income capitalization approach, KTR performed a direct capitalization analysis to derive a value of \$38,600,000 for the property as of June 1, 2011. KTR's previous appraisal of the property, dated March 10, 2011, indicated a valuation conclusion using the direct capitalization method of \$39,000,000 as of March 4, 2011. The June appraisal was based on the following underlying determinations:

A potential gross income from apartment unit rentals of \$444,780 per month or \$5,337,360 for the appraised year;

A loss to lease allowance of 10.0% of gross potential rent;

A rent concession of 4.0% of the gross rent potential;

A stabilized vacancy and credit loss of 5.0% of the gross rent potential;

A deduction of \$27,360 from potential gross apartment unit rentals for the appraised year for two units serving as a management office;

Other income of \$1,335 per unit for the appraised year;

Total expenses of \$2,296,544, or \$5,990 per unit, for the appraised year; and

A capitalization rate of 6.5%.

Using a direct capitalization analysis, KTR calculated the value of the property by dividing the stabilized net operating income of \$2,510,662 for the appraised year by the concluded capitalization rate of 6.5%. The capitalization rate was selected based on capitalization rate ranges of 6.25 to 7.0% derived by KTR from comparable sales considering the property's age and condition, as well as the property's amenities and high occupancy rates, and average overall capitalization rates of 6.65% for the Mid Atlantic market and 6.51% for the national market based investor surveys. KTR calculated the value conclusion of the property under the income capitalization approach of approximately \$38,600,000 as of June 1, 2011.

Valuation Under Sales Comparison Approach. KTR estimated the value of the property under the sales comparison approach by analyzing sales from the influencing market that were most similar to the property in terms of age, size, tenant profile and location. KTR reported that the local market has been active in terms of investment sales of similar properties, and that adequate sales existed to formulate a defensible value for the property under the sales comparison approach.

The sales comparison approach resulted in a valuation conclusion for the property of approximately \$40,200,000 as of June 1, 2011. KTR's previous appraisal report of the property, dated March 10, 2011, indicated a valuation conclusion using the sales comparison approach of \$40,200,000 as of March 4, 2011.

In reaching a valuation conclusion for the property, KTR examined and analyzed comparable sales of three properties in the influencing market. The sales reflected per unit unadjusted sales prices ranging from \$113,998 to \$128,592. After adjustment for factors such as differences in location, building size, quality of construction, building materials,

age, condition, functional utility, appearance and average unit size, the comparable sales illustrated a range from \$102,874 to \$108,298 per unit. Based on this range, KTR concluded that a value of \$105,000 per unit for the property was reasonable. Multiplying this per unit value by the property's 383 units, KTR valued the property at approximately \$40,200,000 under the sales comparison approach.

Reconciliation of Values and Conclusion of Appraisal. KTR gave equal weight to the income capitalization approach to valuation and the sales comparison approach. The income capitalization approach resulted in a value of \$38,600,000 and the sales comparison approach resulted in a value of \$40,200,000, both as of June 1, 2011. KTR concluded that the market value of the property as of June 1, 2011 was \$39,000,000. KTR's previous appraisal report of the property, dated March 10, 2011, indicated a market value of \$39,000,000 as of March 4, 2011.

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Assumptions, Limitations and Qualifications of KTR's Valuation. KTR's appraisal report was subject to the following assumptions and limiting conditions: no responsibility was assumed for the legal description or for matters including legal or title considerations, and title to the property was assumed to be good and marketable unless otherwise stated; the property was appraised free and clear of any or all liens or encumbrances unless otherwise stated; responsible ownership and competent property management were assumed; the information furnished by others was believed to be reliable, and no warranty was given by KTR for the accuracy of such information; all engineering was assumed to be correct; there were no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable, and no responsibility was assumed for such conditions or for arranging for engineering studies that may be required to discover them; there was full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance was stated, defined, and considered in the appraisal report; all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity had been stated, defined, and considered in the appraisal report; all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the appraisal report was based; the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted in the appraisal report; the distribution, if any, of the total valuation in the appraisal report between land and improvements applies only under the stated program of utilization; unless otherwise stated in the appraisal report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection, and the appraiser had no knowledge of the existence of such materials on or in the property unless otherwise stated; the appraiser has not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act; and former personal property items such as kitchen and bathroom appliances were, at the time of the appraisal report, either permanently affixed to the real estate or were implicitly part of the real estate in that tenants expected the use of such items in exchange for rent and never gained any of the rights of ownership, and the intention of the owners was not to remove the articles which are required under the implied or express warranty of habitability.

Extraordinary Assumption. In connection with the preparation of its March 2011 appraisal report of the property, KTR inspected the property on March 4, 2011. KTR noted that the scope of work of the June 2011 appraisal report of the property did not include a physical inspection of the property, and that the values derived in the report are based on the extraordinary assumption that the physical condition of the property has not materially changed since March 4, 2011.

Compensation of Appraiser. KTR's fee for the appraisal was approximately \$11,000. Aimco OP paid for the costs of the appraisal. KTR's fee for the appraisal was not contingent on the approval or completion of the merger. Aimco OP has also agreed to indemnify KTR for certain liabilities that may arise out of the rendering of the appraisal. In addition to the appraisal performed in connection with the merger, during the prior two years, KTR has been paid approximately \$236,500 for appraisal services by Aimco OP and its affiliates. Except as set forth above, during the prior two years, no material relationship has existed between KTR and NPI or Aimco OP or any of their affiliates. Aimco OP believes that its relationship with KTR had no negative impact on its independence in conducting the appraisal.

Availability of Appraisal Report. You may obtain a full copy of KTR's appraisal upon request, without charge, by contacting Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive, Cranford, New Jersey 07016; by fax at (908) 497-2349; or by telephone at (800) 217-9608. In addition, the appraisal report has been filed with the SEC. For more information about how to obtain a copy of the appraisal report see [Where You Can Find Additional Information](#).

For additional information about the appraisal, see the table, [Summary of Appraisal](#), attached hereto [as Annex F](#).

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Opinion of Financial Advisor

Aimco OP retained Duff & Phelps to act as financial advisor to the boards of directors of Aimco, the general partner of Aimco OP, and the general partner of NPI in connection with their evaluation of the proposed terms of the merger.

On July 28, 2011, Duff & Phelps rendered its written opinion to the boards of directors of Aimco, the general partner of Aimco OP, and the general partner of NPI, to the effect that, as of July 28, 2011, based upon and subject to the assumptions made, procedures followed, factors considered, and qualifications and limitations on the review undertaken, the cash consideration offered in the merger is fair from a financial point of view to the unaffiliated limited partners of NPI.

The full text of the written opinion of Duff & Phelps, dated July 28, 2011, which sets forth the assumptions made, procedures followed, factors considered, and qualifications and limitations on the review undertaken by Duff & Phelps in connection with the opinion, is attached as Annex D to this consent solicitation/prospectus. You are encouraged to read the opinion carefully and in its entirety. The summary of Duff & Phelps' opinion in this consent solicitation/prospectus is qualified in its entirety by reference to the full text of the opinion

Duff & Phelps' opinion was directed to the boards of directors of Aimco, the general partner of Aimco OP, and the general partner of NPI, and addressed only the fairness from a financial point of view of the cash consideration offered in the merger, as of the date of the opinion. Duff & Phelps provided its opinion for the information and assistance of the boards of directors of Aimco, the general partner of Aimco OP, and the general partner of NPI in connection with their evaluation of the merger. Neither Duff & Phelps' opinion nor the summary of the opinion and the related analyses set forth in this consent solicitation/prospectus are intended to be, and do not constitute, advice or a recommendation as to how any person should act with respect to any matters relating to the merger, or whether to proceed with the merger or any related transaction.

In connection with its opinion, Duff & Phelps made such reviews, analyses and inquiries as it deemed necessary and appropriate under the circumstances. Duff & Phelps also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and business valuation, in general, and with respect to similar transactions, in particular. Duff & Phelps' procedures, investigations, and financial analysis with respect to the preparation of its opinion included, but were not limited to, the items summarized below:

1. Reviewed the following documents:

- a. Reviewed NPI's property level internal unaudited financial statements for the five months ended May 31, 2011 and NPI's property level unaudited annual financial statements for each of the three fiscal years ended December 31, 2010;
- b. Reviewed other internal documents relating to the history, current operations, and probable future outlook of NPI, including financial projections, provided to Duff & Phelps by the management of Aimco OP; and
- c. Reviewed documents related to the conversion and the merger, including certain portions of a draft of this consent solicitation/prospectus, including a draft of the merger agreement dated as of July 22, 2011, and certain other documents related to the conversion and the merger;

2. Reviewed the following information and/or documents related to the real estate holdings of NPI:

- a. Reviewed previously completed appraisal reports associated with the property owned by NPI prepared by KTR Real Estate Advisors LLC as of June 1, 2011 and provided to Duff & Phelps by management of Aimco OP (and as described under the heading Special Factors The Appraisals and Annex F Summary of Appraisals Table);
- b. Reviewed facts and circumstances related to each of the properties owned by NPI to understand factors relevant to the appraisal; and

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- c. Reviewed market data for the subject market and assessed current supply and demand trends;
- 3. Reviewed the following information and/or documents related to the property owned by NPI:
 - a. Reviewed operating statements and balance sheets for the twelve month periods ending December 31, 2008, 2009, and 2010;
 - b. Reviewed the year-to-date operating statement and balance sheet for the five month period ending May 31, 2011;
 - c. Reviewed budgeted financial statements for the twelve month period ending December 31, 2011;
 - d. Reviewed rent rolls prepared as of April 2011; and
 - e. Discussed the information referred to above and the background and other elements of the proposed transactions with the management of Aimco OP; and
- 4. Conducted such other analyses and considered such other factors as Duff & Phelps deemed appropriate.

In performing its analyses and rendering its opinion with respect to the proposed transactions, Duff & Phelps made certain assumptions, qualifications and limiting conditions, which included, but were not limited to, the items summarized below:

- 1. Relied upon the accuracy, completeness, reliability, and fair presentation of all information, data, advice, opinions and representations obtained from public sources or provided to it from private sources regarding or otherwise relating to the property owned by NPI, NPI, the conversion and the merger and/or otherwise received by it in connection with the opinion, including information obtained from Aimco OP management, and did not independently verify such information;
- 2. Assumed that any estimates, evaluations, forecasts or projections furnished to Duff & Phelps by management of Aimco OP were reasonably prepared and based upon the best currently available information and good faith judgment of the person furnishing the same;
- 3. Assumed that the final versions of all documents reviewed by Duff & Phelps in draft form conform in all material respects to the drafts reviewed;
- 4. Assumed that there has been no material change in the assets, financial condition, business, or prospects of NPI or its owned property since the respective dates of the appraisal reports, the most recent financial statements and the other information made available to Duff & Phelps;
- 5. Assumed that title to the property owned by NPI is good and marketable, that all material licenses and related regulatory approvals that are required or advisable to be obtained with respect to the property owned by NPI have been obtained and are current, and that, except as expressly disclosed in the appraisal reports, the property owned by NPI is in compliance with applicable material zoning, use, occupancy, environmental, and similar laws and regulations;
- 6. Assumed responsible ownership and competent property management of the property owned by NPI, that, except as expressly disclosed in the appraisal reports, there are no unapparent conditions with respect to the property owned by NPI that could affect the value of such property, and that, except as expressly disclosed in the appraisal reports, there

are no hazardous substances on or near the property owned by NPI that could affect the value of such property;

7. Assumed that all of the conditions required to implement the conversion and the merger will be satisfied and that the conversion and the merger will be completed in accordance with the merger agreement without any amendments thereto or any waivers of any terms or conditions thereof; and

8. Assumed that each of the unaffiliated limited partners elects to receive the cash consideration offered, and therefore, Duff & Phelps made no determination as to the fair value of, or fairness with respect to the OP Unit consideration.

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Duff & Phelps did not evaluate NPI's solvency or conduct an independent appraisal or physical inspection of any specific liabilities (contingent or otherwise). Duff & Phelps did not evaluate the tax consequences the conversion and merger may have on any person, including any unaffiliated limited partner, and did not take any such consequences into account in rendering the opinion. Duff & Phelps was not requested to, and did not, (i) initiate any discussions with, or solicit any indications of interest from, third parties with respect to the conversion, the merger, the assets, businesses or operations of NPI, or any alternatives to the conversion and merger, (ii) negotiate the terms of the conversion and merger, or (iii) advise Aimco OP or any other party with respect to alternatives to the conversion and merger.

Duff & Phelps did not express any opinion as to the market price or value of NPI's or Aimco OP's equity (or anything else) after the announcement or the consummation of the conversion and the merger. Without limiting the generality of the foregoing, Duff & Phelps did not express any opinion as to the liquidity of, rights and/or risks associated with owning, or any other feature or characteristic of, the OP Units. The opinion should not be construed as a valuation opinion, credit rating, solvency opinion, an analysis of NPI's or Aimco OP's credit worthiness, as tax advice, or as accounting advice. Duff & Phelps did not make, and assumed no responsibility to make, any representation, or render any opinion, as to any legal matter (including with respect to title to or any encumbrances relating to the property owned by NPI).

Duff & Phelps did not investigate any of the physical conditions of the property owned by NPI and has not made, and assumed no responsibility to make, any representation, or render any opinion, as to the physical condition of the property owned by NPI. No independent surveys of the property owned by NPI were conducted by Duff & Phelps. Duff & Phelps did not arrange for any engineering studies that may be required to discover any unapparent condition in the property owned by NPI. Duff & Phelps did not arrange for or conduct any soil analysis or geological studies or any investigation of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions or arrange for or conduct any other environmental analysis, including with respect to any hazardous materials, which may or may not be present on, in or near the property owned by NPI.

In rendering its opinion, Duff & Phelps did not express any opinion with respect to the amount or nature of any compensation to any of Aimco OP's and/or Aimco's respective officers, directors, or employees, or any class of such persons, relative to the consideration offered to the unaffiliated limited partners in the merger, or with respect to the fairness of any such compensation.

The opinion (i) does not address the merits of the underlying business decision to enter into the conversion and merger versus any alternative strategy or transaction, (ii) does not address any transaction related to the conversion and merger, (iii) is not a recommendation as to how any party should vote or act with respect to any matters relating to the conversion and merger or any related transaction, or whether to proceed with the conversion and merger or any related transaction, and (iv) does not indicate that the consideration offered is the best possibly attainable under any circumstances; instead, the opinion merely states whether the consideration offered in the conversion and merger is within a range suggested by certain financial analyses. The decision as to whether to proceed with the conversion and merger or any related transaction may depend on an assessment of factors unrelated to the financial analysis on which the opinion was based.

Duff & Phelps prepared its opinion effective as of July 28, 2011. The opinion was necessarily based upon market, economic, financial and other conditions as they existed and could be evaluated as of such date, and Duff & Phelps disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the opinion which may come or be brought to the attention of Duff & Phelps after such date.

The following is a summary of the material financial analyses performed by Duff & Phelps in connection with providing its opinion. The summary of Duff & Phelps' s valuation analyses is not a complete description of the analyses underlying Duff & Phelps' s opinion. The preparation of an opinion regarding fairness is a complex process involving various quantitative and qualitative judgments and determinations with respect to the financial, comparative and other analytic methods employed and the adaptation and application of these methods to the unique facts and circumstances presented. As a consequence, neither an opinion regarding fairness nor its underlying analyses is readily susceptible to partial analysis or summary description. Duff & Phelps arrived at its opinion based on the results of all analyses undertaken by it and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any individual analysis, analytic method or factor. Accordingly, Duff & Phelps believes that

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its analyses must be considered as a whole and that selecting portions of its analyses, analytic methods and factors, without considering all analyses and factors or the narrative description of the analyses could create a misleading or incomplete view of the processes underlying its analyses and opinion.

Valuation Analysis

Duff & Phelps estimated the value attributable to the interests of the unaffiliated limited partners as follows:

Duff & Phelps reviewed the valuation conclusions for the property owned by NPI reached in the third party appraisals that were provided by the management of Aimco OP and as described in greater detail under the heading Special Factors The Appraisals and Annex F Summary of Appraisals Table;

Duff & Phelps review of the third party appraisals included a review of the key assumptions used in and the conclusions reached by the appraisals and a comparison of such assumptions and conclusions to appropriate sources of real estate market data including, but not limited to: market surveys, selected comparable real estate transaction data, and discussions with opinions of professionals in the market place. Duff & Phelps also reviewed the valuation methodology employed by the third party appraiser and determined it to be appropriate;

Duff & Phelps estimated the range of value attributable to the interests of the unaffiliated limited partners by adding to the range of the appraised value of the property owned by NPI the amount of NPI's other non-real estate assets that were not included in the appraisal, and subtracting the amount of NPI's liabilities, including the market value of mortgage debt (but without deducting any prepayment penalties thereon) and the amount of liabilities estimated by management of Aimco OP for expenses attributable to the property that would be incurred prior to the transactions but payable after the transactions; and

Duff & Phelps reviewed Aimco OP management's estimate of the fair value of the mortgage debt associated with the property owned by NPI, as described in greater detail under the heading The Transactions -Determination of Merger Consideration, by reviewing the valuation methodology and the determination of the appropriate current market yield on mortgage debt of similar type, leverage and duration.

Estimated Value of Limited Partnership Units

The table below provides a summary of (i) the estimated range of value for the property owned by NPI by applying a capitalization rate range that was 25 basis points above and below the capitalization rate used by the third party appraiser to the appropriate measure of income from the property owned by NPI used by the third party appraiser, (ii) a summary of the estimated fair market value of mortgage debt associated with the property owned by NPI, and (iii) the proposed merger consideration and Duff & Phelps' range of value for the NPI Units.

	Low Value	Proposed Value	High Value	% of Total
<u>Property Value</u>				
Colony at Kenilworth Apartments	\$ 37,200,000	\$ 39,000,000	\$ 40,200,000	
<u>Debt Summary</u>				
Book Value of Debt	\$ 24,124,544	\$ 24,124,544	\$ 24,124,544	
Fair Value of Debt	27,133,514	27,133,514	27,133,514	
Fair Value as a % of Book	112%	112%	112%	
<u>LP Interest Summary</u>				

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Proceeds Distributable to LPs	\$ 2,774,015	\$ 4,502,555	\$ 5,654,915	
Affiliated LP Units	76,622	76,622	76,622	70%
Unaffiliated LP Units	32,972	32,972	32,972	30%
Total LP Units	109,594	109,594	109,594	
Value Per LP Unit	\$ 25.31	\$ 41.08	\$ 51.60	

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Based on an aggregate range of value for the property owned by NPI of \$37.2 million to \$40.2 million, Duff & Phelps estimated the range of value per NPI Unit to be approximately \$25.31 to \$51.60, compared to the cash merger consideration of \$41.08 per NPI Unit.

Other Matters

By letter agreement dated June 10, 2011 between Duff & Phelps and Aimco OP, Duff & Phelps was engaged to opine, as to the fairness, from a financial point of view, to the unaffiliated limited partners of each of certain limited partnerships (including NPI) of the cash consideration offered in the proposed conversion and merger relating to that limited partnership. Duff & Phelps was engaged based on its experience as a leading global independent provider of financial advisory and investment banking services. Duff & Phelps delivers advice principally in the areas of valuation, transactions, financial restructuring, dispute and taxation. Since 2005, Duff & Phelps has completed hundreds of valuations in the real estate investment trust and real estate operating company industry and rendered over 286 fairness opinions in transactions aggregating over \$98 billion. Duff & Phelps has also rendered over 204 solvency opinions in transactions aggregating over \$984 billion.

Duff & Phelps will receive a fee for its services pursuant to this engagement as well as reimbursement for its reasonable expenses. No portion of Duff & Phelps' fee is contingent upon either the conclusion expressed in this opinion or whether or not the conversion and merger are successfully consummated. Aimco OP also has agreed to indemnify Duff & Phelps for certain liabilities that may arise out of the rendering of this opinion and any related to Duff & Phelps' engagement. Other than this engagement, during the two years preceding the date of this opinion, Duff & Phelps had not had any material relationship with any party to the merger for which compensation has been received or is intended to be received, nor is any such material relationship or related compensation mutually understood to be contemplated.

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RISK FACTORS

Risks Related to the Transactions

Conflicts of Interest. NPI Equity is the managing general partner of NPI and is wholly owned by AIMCO/IPT, Inc., which in turn is wholly owned by Aimco. Therefore, NPI Equity has a conflict of interest with respect to the transactions. NPI Equity has fiduciary duties to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco, on the one hand, and to NPI and its limited partners, on the other hand. The duties of NPI Equity to NPI and its limited partners conflict with the duties of NPI Equity to AIMCO/IPT, Inc., which could result in NPI Equity approving a transaction that is more favorable to Aimco than might be the case absent such conflict of interest. As the managing general partner of NPI, NPI Equity seeks the best possible terms for NPI's limited partners. This conflicts with Aimco's interest in obtaining the best possible terms for Aimco OP.

No independent representative was engaged to represent the unaffiliated limited partners in negotiating the terms of the transactions. If an independent advisor had been engaged, it is possible that such advisor could have negotiated better terms for NPI's unaffiliated limited partners.

The terms of the transactions have not been determined in arm's-length negotiations. The terms of the transactions, including the merger consideration, were determined through discussions between officers and directors of NPI Equity, on one hand, and officers of Aimco, on the other. All of the officers and directors of NPI Equity are also officers of Aimco. There are no independent directors of NPI Equity. If the terms of the transactions had been determined through arm's-length negotiations, the terms might be more favorable to NPI and its limited partners.

The amendment of the partnership agreement and the merger agreement do not require approval by a majority of the unaffiliated limited partners. Under applicable law, the amendment, the conversion and the merger must be approved by a majority in interest of the NPI Units. As of July 21, 2011, Aimco OP and its affiliates expect to vote a minimum of 47.92% of the NPI Units in favor of the transactions. Taking into account the remaining restricted NPI Units that Aimco OP and its affiliates will vote in proportion to the remaining unrestricted NPI Units as discussed throughout this consent solicitation/prospectus, the affirmative vote of only 1,321 of the NPI Units held by limited partners unaffiliated with Aimco OP is required to approve the transactions.

In connection with previous partnership merger transactions, lawsuits have been filed alleging that Aimco and certain of its affiliates breached their fiduciary duties to the unaffiliated limited partners. In February 2011, Aimco and Aimco OP completed six partnership mergers. In each merger, the limited partners who were not affiliated with Aimco received cash or OP Units with a value calculated based on the estimated proceeds that would be available for distribution to limited partners if the partnership's properties were sold at prices equal to their appraised values. In March 2011, counsel representing a putative class consisting of former limited partners in each of those partnerships contacted Aimco alleging that the merger transactions were unfair to the unaffiliated limited partners because the appraisals used were not of a recent date and no fairness opinions were obtained, among other reasons. Aimco denied the purported class allegations, but agreed to mediate plaintiffs' claims in June 2011, and agreed to settle this dispute by paying the unaffiliated limited partners additional consideration of \$7.5 million. The merger contemplated hereby may also be subject to claims that the merger consideration is unfair and a result of self-dealing.

The merger consideration was determined based on the appraised value of the property as of the date of the appraisal, and there can be no assurance that the value of the property will not increase as of the date of the consummation of the mergers. KTR appraised the property as of June 1, 2011, and NPI Equity calculated the amount of the merger consideration based on the appraised value of the property as of such date. NPI Equity has made no

other attempt to assess, nor has NPI Equity accounted for, any changes in the value of the property since the date of KTR's appraisal in its determination of the merger consideration.

Alternative valuations of the property might exceed the appraised value relied on to determine the merger consideration. Aimco determined the merger consideration in reliance on the appraised value of the property. See,

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Special Factors The Appraisal, beginning on page 39, for more information about the appraisal. Although an independent appraiser was engaged to perform a complete appraisal of the property, valuation is not an exact science. There are a number of other methods available to value real estate, each of which may result in different valuations of a property. Also, others using the same valuation methodology could make different assumptions and judgments, and obtain different results.

The actual sale prices of NPI's property could exceed the appraised value that Aimco relied on to determine the merger consideration. No attempt has been made since June of 2009 to market the property to unaffiliated third parties. There can be no assurance that the property could not be sold for a value higher than the appraised value used to determine the merger consideration if it was marketed to third-party buyers interested in a property of this type.

The merger consideration may not represent the price limited partners could obtain for their NPI Units in an open market. There is no established or regular trading market for NPI Units, nor is there another reliable standard for determining the fair market value of the NPI Units. The merger consideration does not necessarily reflect the price that NPI limited partners would receive in an open market for their NPI Units. Such prices could be higher than the aggregate value of the merger consideration.

Limited partners may recognize taxable gain in the transactions and that gain could exceed the merger consideration. Limited partners who elect to receive cash in the merger will recognize gain or loss equal to the difference between their amount realized and their adjusted tax basis in the NPI Units sold. The resulting tax liability could exceed the value of the cash received in the merger.

Limited partners in certain jurisdictions will not be able to elect OP Units. In those states where the offering of the OP Units hereby is not permitted (or where registration or qualification of OP Units would be prohibitively costly), residents of those states will receive only the cash consideration in the merger.

Risks Related to an Investment in Aimco or Aimco OP

For a description of risks related to an investment in Aimco and Aimco OP, please see the information set forth under Part I Item 1A. Risk Factors in the Annual Reports on Form 10-K for the year ended December 31, 2010 of each of Aimco and Aimco OP. Aimco's Annual Report is incorporated herein by reference and is available electronically through the SEC's website, www.sec.gov, or by request to Aimco. Aimco OP's Annual Report on Form 10-K for the year ended December 31, 2010 (excluding the report of the independent registered public accounting firm, the financial statements and the notes thereto) is included as Annex I to this consent solicitation/prospectus.

Risks Related to an Investment in OP Units

There are restrictions on the ability to transfer OP Units, and there is no public market for Aimco OP Units. The Aimco OP partnership agreement restricts the transferability of OP Units. Until the expiration of a one-year holding period, subject to certain exceptions, investors may not transfer OP Units without the consent of Aimco OP's general partner. Thereafter, investors may transfer such OP Units subject to the satisfaction of certain conditions, including the general partner's right of first refusal. There is no public market for the OP Units. Aimco OP has no plans to list any OP Units on a securities exchange. It is unlikely that any person will make a market in the OP Units, or that an active market for the OP Units will develop. If a market for the OP Units develops and the OP Units are considered readily tradable on a secondary market (or the substantial equivalent thereof), Aimco OP would be classified as a publicly traded partnership for U.S. Federal income tax purposes, which could have a material adverse effect on Aimco OP.

Cash distributions by Aimco OP are not guaranteed and may fluctuate with partnership performance. Aimco OP makes quarterly distributions to holders of OP Units (on a per unit basis) that generally are equal to dividends paid on

the Aimco common stock (on a per share basis). However, such distributions will not necessarily continue to be equal to such dividends. Although Aimco OP makes quarterly distributions on its OP Units, there can be no assurance regarding the amounts of available cash that Aimco OP will generate or the portion that its general partner will choose to distribute. The actual amounts of available cash will depend upon numerous factors, including

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profitability of operations, required principal and interest payments on our debt, the cost of acquisitions (including related debt service payments), its issuance of debt and equity securities, fluctuations in working capital, capital expenditures, adjustments in reserves, prevailing economic conditions and financial, business and other factors, some of which may be beyond Aimco OP's control. Cash distributions depend primarily on cash flow, including from reserves, and not on profitability, which is affected by non-cash items. Therefore, cash distributions may be made during periods when Aimco OP records losses and may not be made during periods when it records profits. The Aimco OP partnership agreement gives the general partner discretion in establishing reserves for the proper conduct of the partnership's business that will affect the amount of available cash. Aimco is required to make reserves for the future payment of principal and interest under its credit facilities and other indebtedness. In addition, Aimco OP's credit facility limits its ability to distribute cash to holders of OP Units. As a result of these and other factors, there can be no assurance regarding actual levels of cash distributions on OP Units, and Aimco OP's ability to distribute cash may be limited during the existence of any events of default under any of its debt instruments.

Holders of OP Units are limited in their ability to effect a change of control. The limited partners of Aimco OP are unable to remove the general partner of Aimco OP or to vote in the election of Aimco's directors unless they own shares of Aimco. In order to comply with specific REIT tax requirements, Aimco's charter has restrictions on the ownership of its equity securities. As a result, Aimco OP limited partners and Aimco stockholders are limited in their ability to effect a change of control of Aimco OP and Aimco, respectively.

Holders of OP Units have limited voting rights. Aimco OP is managed and operated by its general partner. Unlike the holders of common stock in a corporation, holders of OP Units have only limited voting rights on matters affecting Aimco OP's business. Such matters relate to certain amendments of the partnership agreement and certain transactions such as the institution of bankruptcy proceedings, an assignment for the benefit of creditors and certain transfers by the general partner of its interest in Aimco OP or the admission of a successor general partner. Holders of OP Units have no right to elect the general partner on an annual or other continuing basis, or to remove the general partner. As a result, holders of OP Units have limited influence on matters affecting the operation of Aimco OP, and third parties may find it difficult to attempt to gain control over, or influence the activities of, Aimco OP.

Holders of OP Units are subject to dilution. Aimco OP may issue an unlimited number of additional OP Units or other securities for such consideration and on such terms as it may establish, without the approval of the holders of OP Units. Such securities could have priority over the OP Units as to cash flow, distributions and liquidation proceeds. The effect of any such issuance may be to dilute the interests of holders of OP Units.

Holders of OP Units may not have limited liability in specific circumstances. The limitations on the liability of limited partners for the obligations of a limited partnership have not been clearly established in some states. If it were determined that Aimco OP had been conducting business in any state without compliance with the applicable limited partnership statute, or that the right or the exercise of the right by the OP Unit holders as a group to make specific amendments to the agreement of limited partnership or to take other action under the agreement of limited partnership constituted participation in the control of Aimco OP's business, then a holder of OP Units could be held liable under specific circumstances for Aimco OP's obligations to the same extent as the general partner.

Aimco may have conflicts of interest with holders of OP Units. Conflicts of interest have arisen and could arise in the future as a result of the relationships between the general partner of Aimco OP and its affiliates (including Aimco), on the one hand, and Aimco OP or any partner thereof, on the other. The directors and officers of the general partner have fiduciary duties to manage the general partner in a manner beneficial to Aimco, as the sole stockholder of the general partner. At the same time, as the general partner of Aimco OP, it has fiduciary duties to manage Aimco OP in a manner beneficial to Aimco OP and its limited partners. The duties of the general partner of Aimco OP to Aimco OP and its partners may therefore come into conflict with the duties of the directors and officers of the general partner to its sole stockholder, Aimco. Such conflicts of interest might arise in the following situations, among others:

Decisions of the general partner with respect to the amount and timing of cash expenditures, borrowings, issuances of additional interests and reserves in any quarter will affect whether or the extent to which there is available cash to make distributions in a given quarter.

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Under the terms of the Aimco OP partnership agreement, Aimco OP will reimburse the general partner and its affiliates for costs incurred in managing and operating Aimco OP, including compensation of officers and employees.

Whenever possible, the general partner seeks to limit Aimco OP's liability under contractual arrangements to all or particular assets of Aimco OP, with the other party thereto having no recourse against the general partner or its assets.

Any agreements between Aimco OP and the general partner and its affiliates will not grant to the OP Unitholders, separate and apart from Aimco OP, the right to enforce the obligations of the general partner and such affiliates in favor of Aimco OP. Therefore, the general partner, in its capacity as the general partner of Aimco OP, will be primarily responsible for enforcing such obligations.

Under the terms of the Aimco OP partnership agreement, the general partner is not restricted from causing Aimco OP to pay the general partner or its affiliates for any services rendered on terms that are fair and reasonable to Aimco OP or entering into additional contractual arrangements with any of such entities on behalf of Aimco OP. Neither the Aimco OP partnership agreement nor any of the other agreements, contracts and arrangements between Aimco OP, on the one hand, and the general partner of Aimco OP and its affiliates, on the other, are or will be the result of arm's-length negotiations.

Provisions in the Aimco OP partnership agreement may limit the ability of a holder of OP Units to challenge actions taken by the general partner. Delaware law provides that, except as provided in a partnership agreement, a general partner owes the fiduciary duties of loyalty and care to the partnership and its limited partners. The Aimco OP partnership agreement expressly authorizes the general partner to enter into, on behalf of Aimco OP, a right of first opportunity arrangement and other conflict avoidance agreements with various affiliates of Aimco OP and the general partner, on such terms as the general partner, in its sole and absolute discretion, believes are advisable. The latitude given in the Aimco OP partnership agreement to the general partner in resolving conflicts of interest may significantly limit the ability of a holder of OP Units to challenge what might otherwise be a breach of fiduciary duty. The general partner believes, however, that such latitude is necessary and appropriate to enable it to serve as the general partner of Aimco OP without undue risk of liability.

The Aimco OP partnership agreement limits the liability of the general partner for actions taken in good faith. Aimco OP's partnership agreement expressly limits the liability of the general partner by providing that the general partner, and its officers and directors, will not be liable or accountable in damages to Aimco OP, the limited partners or assignees for errors in judgment or mistakes of fact or law or of any act or omission if the general partner or such director or officer acted in good faith. In addition, Aimco OP is required to indemnify the general partner, its affiliates and their respective officers, directors, employees and agents to the fullest extent permitted by applicable law, against any and all losses, claims, damages, liabilities, joint or several, expenses, judgments, fines and other actions incurred by the general partner or such other persons, provided that Aimco OP will not indemnify for (i) willful misconduct or a knowing violation of the law or (ii) for any transaction for which such person received an improper personal benefit in violation or breach of any provision of the partnership agreement. The provisions of Delaware law that allow the common law fiduciary duties of a general partner to be modified by a partnership agreement have not been resolved in a court of law, and the general partner has not obtained an opinion of counsel covering the provisions set forth in the Aimco OP partnership agreement that purport to waive or restrict the fiduciary duties of the general partner that would be in effect under common law were it not for the partnership agreement.

Certain United States Tax Risks Associated with an Investment in the OP Units

The following are among the U.S. Federal income tax considerations to be taken into account in connection with an investment in OP Units. For a general discussion of material U.S. Federal income tax consequences resulting from acquiring, holding, exchanging, and otherwise disposing of OP Units, see Material United States Federal Income Tax Considerations Taxation of Aimco OP and OP Unitholders.

Aimco OP may be treated as a publicly traded partnership taxable as a corporation. If Aimco OP were treated as a publicly traded partnership taxed as a corporation for U.S. Federal income tax purposes, material

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adverse consequences to the partners and their owners would result. In addition, Aimco would not qualify as a REIT for U.S. Federal income tax purposes, which would have a material adverse impact on Aimco and its shareholders. Aimco believes and intends to take the position that Aimco OP should not be treated as a publicly traded partnership or taxable as a corporation. No assurances can be given that the Internal Revenue Service, or the IRS, would not assert, or that a court would not sustain a contrary position. Accordingly, each prospective investor is urged to consult his tax advisor regarding the classification and treatment of Aimco OP as a partnership for U.S. Federal income tax purposes.

The limited partners may recognize gain on the transaction. If a NPI limited partner receives or is deemed to receive cash or consideration other than OP Units in connection with the merger, the receipt of such cash or other consideration may be taxable to the limited partner. Subject to certain exceptions, including exceptions applicable to periodic distributions of operating cash flow, any transfer or deemed transfer of cash by Aimco OP to the limited partner (or its owners) within two years before or after the merger, including cash paid at closing, will generally be treated as part of a disguised sale. The application of the disguised sale rules is complex and depends, in part, upon the facts and circumstances applicable to the limited partner (and its owners), which Aimco has not undertaken to review. Accordingly, limited partners and their owners are particularly urged to consult with their tax advisors concerning the extent to which the disguised sale rules would apply.

A contribution of appreciated or depreciated property may result in special allocations to the contributing partner. If property is contributed to Aimco OP and the adjusted tax basis of the property differs from its fair market value, then Aimco OP tax items must be specially allocated, for United States Federal income tax purposes, in a manner chosen by Aimco OP such that the contributing partner is charged with and recognizes the unrealized gain, or benefits from the unrealized loss, associated with the property at the time of the contribution. As a result of such special allocations, the amount of net taxable income allocated to a contributing partner may exceed the amount of cash distributions, if any, to which such contributing partner is entitled.

The Aimco OP general partner could take actions that would impose tax liability on a contributing partner. There are a variety of transactions that Aimco OP may in its sole discretion undertake following a property contribution that could cause the transferor (or its partners) to incur a tax liability without a corresponding receipt of cash. Such transactions include, but are not limited to, the sale or distribution of a particular property and a reduction in nonrecourse debt, or the making of certain tax elections by Aimco OP. In addition, future economic, market, legal, tax or other considerations may cause Aimco OP to dispose of the contributed property or to reduce its debt. As permitted by the Aimco OP partnership agreement, the general partner intends to make decisions in its capacity as general partner of Aimco OP so as to maximize the profitability of Aimco OP as a whole, independent of the tax effects on individual holders of OP Units.

An investor's tax liability from OP Units could exceed the cash distributions received on such OP Units. A holder of OP Units will be required to pay U.S. Federal income tax on such holder's allocable share of Aimco OP's income, even if such holder receives no cash distributions from Aimco OP. No assurance can be given that a holder of OP Units will receive cash distributions equal to such holder's allocable share of taxable income from Aimco OP or equal to the tax liability to such holder resulting from that income. Further, upon the sale, exchange or redemption of any OP Units, a reduction in nonrecourse debt, or upon the special allocation at the liquidation of Aimco OP, an investor may incur a tax liability in excess of the amount of cash received.

OP Unitholders may be subject to state, local or foreign taxation. OP Unitholders may be subject to state, local or foreign taxation in various jurisdictions, including those in which Aimco OP transacts business and owns property. It should be noted that Aimco OP owns properties located in a number of states and local jurisdictions, and an OP Unitholder may be required to file income tax returns in some or all of those jurisdictions. The state, local or foreign tax treatment of OP Unitholders may not conform to the U.S. federal income tax consequences of an

investment in OP Units, as described in Material United States Federal Income Tax Considerations beginning on page 66.

Table of Contents**SELECTED SUMMARY HISTORICAL FINANCIAL DATA OF
APARTMENT INVESTMENT AND MANAGEMENT COMPANY**

The following table sets forth Aimco's selected summary historical financial data as of the dates and for the periods indicated. Aimco's historical consolidated statements of operations data set forth below for each of the five fiscal years in the period ended December 31, 2010 and the historical consolidated balance sheet data for each of the five fiscal year-ends in the period ended December 31, 2010, are derived from information included in Aimco's Current Report on Form 8-K filed with the SEC on July 28, 2011. Aimco's unaudited historical consolidated statements of operations data set forth below for each of the three months ended March 31, 2011 and 2010, and the unaudited historical consolidated balance sheet data as of March 31, 2011, are derived from information included in Aimco's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed with the SEC on April 29, 2011.

You should read this information together with Management's Discussion and Analysis of Financial Condition and Results of Operations and with the consolidated financial statements and notes to the consolidated financial statements included in Aimco's Current Report on Form 8-K, filed with the SEC on July 28, 2011 and Aimco's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed with the SEC on April 29, 2011, which are incorporated by reference in this consent solicitation/prospectus. See Where You Can Find Additional Information in this consent solicitation/prospectus.

	For the Three Months Ended March 31,			For the Years Ended December 31,			
	2011	2010	2010(1)	2009(1)	2008(1)	2007(1)	2006(1)
	(unaudited)						
	(dollar amounts in thousands, except per share data)						
Consolidated Statements of Operations:							
Total revenues	\$ 286,553	\$ 276,825	\$ 1,132,478	\$ 1,120,818	\$ 1,168,253	\$ 1,101,950	\$ 1,015,335
Total operating expenses(2)	(245,079)	(253,072)	(1,002,939)	(1,025,934)	(1,127,318)	(931,172)	(853,802)
Operating income(2)	41,474	23,753	129,539	94,884	40,935	170,778	161,533
Loss from continuing operations(2)	(30,584)	(36,933)	(165,448)	(201,480)	(118,267)	(47,124)	(42,866)
Income from discontinued operations, net(3)	3,307	20,173	75,824	156,680	745,269	172,630	329,888
Net (loss) income	(27,277)	(16,760)	(89,624)	(44,800)	627,002	125,506	287,022
Net loss (income) attributable to noncontrolling interests	8,017	(10,758)	17,896	(19,474)	(214,995)	(95,595)	(110,234)
Net (loss) income attributable to Aimco's preferred stockholders	(12,456)	(12,922)	(53,590)	(50,566)	(53,708)	(66,016)	(81,132)

net (loss) income attributable to imco's common stockholders	(31,773)	(40,440)	(125,318)	(114,840)	351,314	(40,586)	93,710
earnings (loss) per common share - basic and diluted:							
loss from continuing operations attributable to imco's common stockholders	\$ (0.30)	\$ (0.43)	\$ (1.47)	\$ (1.78)	\$ (2.10)	\$ (1.39)	\$ (1.46)
net (loss) income attributable to imco's common stockholders	\$ (0.27)	\$ (0.35)	\$ (1.08)	\$ (1.00)	\$ 3.96	\$ (0.43)	\$ 0.98
Consolidated Balance Sheets:							
real estate, net of accumulated depreciation	\$ 6,417,197		\$ 6,489,747	\$ 6,671,114	\$ 6,829,484	\$ 6,598,248	\$ 6,138,593
total assets	7,261,832		7,378,566	7,906,468	9,441,870	10,617,681	10,292,587
total indebtedness	5,440,579		5,477,546	5,455,225	5,829,016	5,439,058	4,761,198
total equity	1,276,999		1,306,772	1,534,703	1,646,749	2,048,546	2,650,182
Other Information:							
dividends declared per common share(4)	\$ 0.12	\$	\$ 0.30	\$ 0.40	\$ 7.48	\$ 4.31	\$ 2.40
total consolidated properties (end of period)	387	438	399	426	514	657	703
total consolidated apartment units (end of period)	88,254	96,297	89,875	95,202	117,719	153,758	162,432
total unconsolidated properties (end of period)	48	60	48	77	85	94	102
total unconsolidated apartment units (end of period)	5,637	7,123	5,637	8,478	9,613	10,878	11,791

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- (1) Certain reclassifications have been made to conform to the March 31, 2011 financial statement presentation, including retroactive adjustments to reflect additional properties sold or classified as held for sale as of March 31, 2011 as discontinued operations (See Note 3 to the condensed consolidated financial statements in *Item 1 Financial Statements* in Aimco's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 and Note 13 to the consolidated financial statements in *Item 8 Financial Statements and Supplementary Data* in Aimco's Current Report on Form 8-K, filed with the SEC on July 28, 2011, which are incorporated by reference in this consent solicitation/prospectus).
- (2) Total operating expenses, operating income and loss from continuing operations for the year ended December 31, 2008, include a \$91.1 million pre-tax provision for impairment losses on real estate development assets, which is discussed further in *Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations* in Aimco's Annual Report on Form 10-K for the year ended December 31, 2010, filed with the SEC on February 25, 2011, which is incorporated by reference in this consent solicitation/prospectus.
- (3) Income from discontinued operations for the years ended December 31, 2010, 2009, 2008, 2007 and 2006 includes \$94.9 million, \$221.8 million, \$800.3 million, \$116.1 million and \$336.2 million in gains on disposition of real estate, respectively. Income from discontinued operations for 2010, 2009 and 2008 is discussed further in *Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations* in Aimco's Current Report on Form 8-K, filed with the SEC on July 28, 2011, which is incorporated by reference in this consent solicitation/prospectus.
- (4) Dividends declared per common share during the years ended December 31, 2008 and 2007, included \$5.08 and \$1.91, respectively, of per share dividends that were paid through the issuance of shares of Aimco Class A Common Stock (see Note 11 to the consolidated financial statements in *Item 8 Financial Statements and Supplementary Data* included in Aimco's Current Report on Form 8-K, filed with the SEC on July 28, 2011, which is incorporated by reference in this consent solicitation/prospectus).

Table of Contents**SELECTED SUMMARY HISTORICAL FINANCIAL DATA OF AIMCO PROPERTIES, L.P.**

The following table sets forth Aimco OP's selected summary historical financial data as of the dates and for the periods indicated. Aimco OP's historical consolidated statements of operations data set forth below for each of the five fiscal years in the period ended December 31, 2010 and the historical consolidated balance sheet data for each of the five fiscal year-ends in the period ended December 31, 2010, are derived from information included in Aimco OP's Current Report on Form 8-K, filed with the SEC on July 28, 2011, and included as Annex K to this consent solicitation/prospectus. Aimco OP's unaudited historical consolidated statements of operations data set forth below for each of the three months ended March 31, 2011 and 2010, and the unaudited historical consolidated balance sheet data as of March 31, 2011, are derived from information included in Aimco OP's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 which is included as Annex J to this consent solicitation statement/prospectus.

You should read this information together with Management's Discussion and Analysis of Financial Condition and Results of Operations and with the consolidated financial statements and notes to the consolidated financial statements included in Aimco OP's Current Report on Form 8-K filed with the SEC on July 28, 2011, and Aimco OP's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed with the SEC on April 29, 2011, which are included as Annex K and Annex J to this consent solicitation/prospectus.

	For the Three Months Ended March 31,			For the Years Ended December 31,				
	2011	2010	2010(1)	2009(1)	2008(1)	2007(1)	2006(1)	
	(unaudited)							
	(dollar amounts in thousands, except per unit data)							
Consolidated								
Statements of								
Operations:								
Total revenues	\$ 286,553	\$ 276,825	\$ 1,132,478	\$ 1,120,818	\$ 1,168,253	\$ 1,101,950	\$ 1,015,335	
Total operating expenses(2)	(245,079)	(253,072)	(1,002,939)	(1,025,934)	(1,127,318)	(931,172)	(853,802)	
Operating income(2)	41,474	23,753	129,539	94,884	40,935	170,778	161,533	
Loss from continuing operations(2)	(30,372)	(36,721)	(164,589)	(200,660)	(117,481)	(46,375)	(39,907)	
Income from discontinued operations, net(3)	3,307	20,173	75,824	156,680	745,269	172,630	329,888	
Net (loss) income	(27,065)	(16,548)	(88,765)	(43,980)	627,788	126,255	289,982	
Net loss (income) attributable to noncontrolling interests	7,305	(12,134)	13,301	(22,442)	(155,749)	(92,138)	(92,917)	
Net (loss) income attributable to Aimco								
OP's preferred unit holders	(14,127)	(14,615)	(58,554)	(56,854)	(61,354)	(73,144)	(90,527)	
	(33,944)	(43,297)	(134,018)	(123,276)	403,700	(43,508)	104,592	

et (loss) income														
tributable to Aimco														
P's common														
holders														
arnings (loss) per														
ommon unit - basic														
nd diluted														
loss from continuing														
operations														
attributable to														
imco OP's common														
holders	\$	(0.30)	\$	(0.43)	\$	(1.46)	\$	(1.77)	\$	(1.95)	\$	(1.38)	\$	(1.45)
et (loss) income														
tributable to Aimco														
P's common														
holders	\$	(0.27)	\$	(0.35)	\$	(1.07)	\$	(1.00)	\$	4.11	\$	(0.42)	\$	0.99
Consolidated														
Balance Sheets:														
real estate, net of														
accumulated														
preciation	\$	6,417,702			\$	6,490,252	\$	6,671,619	\$	6,829,989	\$	6,598,753	\$	6,139,098
total assets		7,278,574				7,395,096		7,922,139		9,456,721		10,631,746		10,305,903
total indebtedness		5,440,579				5,477,546		5,455,225		5,829,016		5,439,058		4,761,198
total partners' capital		1,293,741				1,323,302		1,550,374		1,661,600		2,152,326		2,753,617
Other Information:														
distributions														
declared per common														
unit(4)	\$	0.12	\$		\$	0.30	\$	0.40	\$	7.48	\$	4.31	\$	2.40
total consolidated														
properties (end of														
period)		387		438		399		426		514		657		703
total consolidated														
apartment units (end														
f period)		88,254		96,297		89,875		95,202		117,719		153,758		162,432
total unconsolidated														
properties (end of														
period)		48		60		48		77		85		94		102
total unconsolidated														
apartment units (end														
f period)		5,637		7,123		5,637		8,478		9,613		10,878		11,791

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- (1) Certain reclassifications have been made to conform to the March 31, 2011 financial statement presentation, including retroactive adjustments to reflect additional properties sold or classified as held for sale as of March 31, 2011 as discontinued operations (See Note 3 to the condensed consolidated financial statements in *Item 1 Financial Statements* in Aimco OP's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, included as Annex J to this consent solicitation/prospectus, and Note 13 to the consolidated financial statements in *Item 8 Financial Statements and Supplementary Data* in Aimco OP's Current Report on Form 8-K included as Annex K to this consent solicitation/prospectus).
- (2) Total operating expenses, operating income and loss from continuing operations for the year ended December 31, 2008, include a \$91.1 million pre-tax provision for impairment losses on real estate development assets, which is discussed further in *Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations* in Aimco OP's Annual Report on Form 10-K for the year ended December 31, 2010 included as Annex I to this consent solicitation/prospectus.
- (3) Income from discontinued operations for the years ended December 31, 2010, 2009, 2008, 2007 and 2006 includes \$94.9 million, \$221.8 million, \$800.3 million, \$116.1 million and \$336.2 million in gains on disposition of real estate, respectively. Income from discontinued operations for 2010, 2009 and 2008 is discussed further in *Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations* in Aimco OP's Current Report on Form 8-K, filed with the SEC on July 28, 2011 and included as Annex K to this consent solicitation/prospectus.
- (4) Distributions declared per common unit during the years ended December 31, 2008 and 2007, included \$5.08 and \$1.91, respectively, of per unit distributions that were paid to Aimco through the issuance of OP Units (see Note 11 to the consolidated financial statements in *Item 8 Financial Statements and Supplementary Data* in Aimco OP's Current Report on Form 8-K, filed with the SEC on July 28, 2011, and included as Annex K to this consent solicitation/prospectus).

Table of Contents**SELECTED SUMMARY HISTORICAL FINANCIAL DATA OF NPI**

The following table sets forth NPI's selected summary historical financial data as of the dates and for the periods indicated. NPI's historical statements of operations and cash flow data set forth below for each of the two fiscal years in the period ended December 31, 2010 and the historical balance sheet data as of December 31, 2010 and 2009, are derived from NPI's financial statements included in NPI's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, included as Annex G to this consent solicitation/prospectus. NPI's historical statements of operations and cash flow data set forth below for each of the three months ended March 31, 2011 and 2010, and the historical balance sheet data as of March 31, 2011, are derived from NPI's unaudited interim Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, included as Annex H to this consent solicitation/prospectus.

You should read this information together with Management's Discussion and Analysis of Financial Condition and Results of Operations and with the consolidated financial statements and notes to the consolidated financial statements for the fiscal year ended December 31, 2010 included in NPI's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 filed with the SEC on March 25, 2011, and Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed with the SEC on May 13, 2011, which are attached as Annex G and Annex H to this consent solicitation/prospectus. See Where You Can Find Additional Information in this consent solicitation/prospectus.

	For the Three Months Ended March 31, 20112010 (Unaudited)		For the Years Ended December 31, 20102009	
	(Dollar amounts in thousands, except per unit data)			
Statements of Operations:				
Total revenues	\$ 1,165	\$ 1,167	\$ 4,727	\$ 4,872
Loss from continuing operations	(307)	(229)	(987)	(803)
Net loss	(307)	(229)	(987)	(803)
Loss from continuing operations per limited partnership unit	(2.77)	(2.07)	(8.91)	(7.25)
Net loss per limited partnership unit	(2.77)	(2.07)	(8.91)	(7.25)
Distributions per limited partnership unit				
Deficit of earnings to fixed charges	(307)	(229)	(987)	(807)
Balance Sheets:				
Cash and Cash Equivalents	\$ 109	\$ 69	\$ 106	\$ 82
Real Estate, Net of Accumulated Depreciation	9,767	7,963	10,012	8,016
Total Assets	10,963	9,055	11,343	9,198
Mortgage Notes Payable	24,046	24,366	24,128	24,443
Due to Affiliates	7,065	3,611	7,055	3,538
General Partners' Deficit	(755)	(744)	(752)	(742)
Limited Partners' Deficit	(20,035)	(18,981)	(19,731)	(18,754)
Total Partners' Deficit	(20,790)	(19,725)	(20,483)	(19,496)
Total Distributions				
Book value per NPI Unit	(182.81)	(173.18)	(180.03)	(171.11)
Other Information:				
Net increase (decrease) in cash and cash equivalents	\$ 3	\$ (13)	\$ 24	\$ 69

Net cash provided by operating activities	263	316	528	642
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Aimco common stock trades on the NYSE under the symbol AIV. The OP Units are not listed on any securities exchange and do not trade in an active secondary market. However, as described below, the trading price of Aimco common stock is considered a reasonable estimate of the fair market value of an OP Unit.

After a one-year holding period, OP Units are redeemable for shares of Aimco common stock (on a one-for-one basis) or cash equal to the value of such shares, as Aimco elects. As a result, the trading price of Aimco common stock is considered a reasonable estimate of the fair market value of an OP Unit. The number of OP Units offered in the merger with respect to each NPI Unit was calculated by dividing the per unit cash merger consideration by the average closing price of Aimco common stock, as reported on the NYSE over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger. The closing price of Aimco common stock as reported on the NYSE on July 27, 2011 was \$26.80.

The NPI Units are not listed on any securities exchange nor do they trade in an active secondary market. The per unit cash merger consideration payable to each holder of NPI Units is greater than NPI Equity's estimate of the proceeds that would be available for distribution to limited partners of NPI if the property was sold at a price equal to its appraised value.

The following tables summarize the historical per share/unit information for Aimco, Aimco OP and NPI for the periods indicated:

	Three Months Ended March 31, 2011	Fiscal Year Ended December 31, 2010	2009	2008
Cash dividends declared per share/unit				
Aimco Common Stock	\$ 0.12	\$ 0.30	\$ 0.40	\$ 2.40
Aimco OP Units	0.12	0.30	0.40	2.40
NPI Units				2.25
Loss per common share/unit from continuing operations				
Aimco Common Stock	\$ (0.30)	\$ (1.47)	\$ (1.78)	\$ (2.10)
Aimco OP Units	(0.30)	(1.46)	(1.77)	(1.95)
NPI Units	(2.77)	(8.91)	(7.25)	(1.95)
 Book value per share/unit				
	March 31, 2011	December 31, 2010		
Aimco Common Stock(1)	\$ 8.52	\$	8.89	
Aimco OP Units(2)	7.78		8.18	
NPI Units(3)	(182.81)		(180.03)	

- (1) Based on 119.1 million and 117.6 million shares of Aimco common stock outstanding at March 31, 2011 and December 31, 2010, respectively.
- (2) Based on 127.6 million and 126.1 million Aimco OP Units and equivalents outstanding at March 31, 2011 and December 31, 2010, respectively.
- (3) Based on 109,594 NPI Units and equivalents outstanding at March 31, 2011 and December 31, 2010.

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INFORMATION ABOUT THE AIMCO ENTITIES

Aimco is a Maryland corporation incorporated on January 10, 1994. Aimco is a self-administered and self-managed real estate investment trust, or REIT. Aimco's principal financial objective is to provide predictable and attractive returns to its stockholders. Aimco's business plan to achieve this objective is to:

own and operate a broadly diversified portfolio of primarily class B/B+ assets (defined below) with properties concentrated in the 20 largest markets in the U.S. (as measured by total apartment value, which is the estimated total market value of apartment properties in a particular market);

improve its portfolio by selling assets with lower projected returns and reinvesting those proceeds through the purchase of new assets or additional investment in existing assets in its portfolio, including increased ownership or redevelopment; and

provide financial leverage primarily by the use of non-recourse, long-dated, fixed-rate property debt and perpetual preferred equity.

As of March 31, 2011, Aimco:

owned an equity interest in 218 conventional real estate properties with 68,645 units;

owned an equity interest in 217 affordable real estate properties with 25,246 units; and

provided services for or managed 15,460 units in 213 properties, primarily pursuant to long-term asset management agreements. In certain cases, Aimco may indirectly own generally less than one percent of the operations of such properties through a syndication or other fund.

Of these properties, Aimco consolidated 216 conventional properties with 67,341 units and 171 affordable properties with 20,913 units.

For conventional assets, Aimco focuses on the ownership of primarily B/B+ assets. Aimco measures conventional property asset quality based on average rents of its units compared to local market average rents as reported by a third-party provider of commercial real estate performance and analysis, with A-quality assets earning rents greater than 125% of local market average, B-quality assets earning rents 90% to 125% of local market average and C-quality assets earning rents less than 90% of local market average. Aimco classifies as B/B+ those assets earning rents ranging from 100% to 125% of local market average. Although some companies and analysts within the multifamily real estate industry use asset class ratings of A, B and C, some of which are tied to local market rent averages, the metrics used to classify asset quality as well as the timing for which local markets rents are calculated may vary from company to company. Accordingly, Aimco's rating system for measuring asset quality is neither broadly nor consistently used in the multifamily real estate industry.

Through its wholly owned subsidiaries, AIMCO-GP, Inc., the general partner of Aimco OP, and AIMCO-LP Trust, Aimco owns a majority of the ownership interests in Aimco OP. As of March 31, 2011, Aimco approximately 94% of the OP Units and equivalents of Aimco OP. Aimco conducts substantially all of its business and owns substantially all of its assets through Aimco OP. Interests in Aimco OP that are held by limited partners other than Aimco include partnership common Units, high performance partnership units, or HPU's, and partnership preferred units. The holders of OP Units receive distributions, prorated from the date of issuance, in an amount equivalent to the dividends paid to

holders of Aimco common stock. Holders of OP Units may redeem such units for cash or, at Aimco OP's option, Aimco common stock. Partnership preferred units entitle the holders thereof to a preference with respect to distributions or upon liquidation. At March 31, 2011, after elimination of shares held by consolidated subsidiaries, 119,135,455 shares of Aimco common stock were outstanding, and Aimco OP had 8,438,716 OP Units and equivalents outstanding for a combined total of 127,574,171 shares of Aimco common stock, Aimco OP Units and equivalents outstanding.

Through its wholly owned subsidiary, AIMCO/IPT, Inc., a Delaware corporation, Aimco owns all of the outstanding common stock of NPI Equity, the managing general partner of NPI.

AIMCO/IPT, Inc. holds a 70% interest in AIMCO IPLP, L.P. as its general partner. AIMCO/IPT, Inc. and AIMCO IPLP, L.P. share voting and dispositive power over 48,033 NPI Units, or approximately 43.83% of the

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outstanding NPI Units. Aimco OP holds a 30% interest in AIMCO IPLP, L.P. as its limited partner. Aimco OP also owns 28,589, or approximately 26.09%, of the outstanding NPI Units.

AIMCO NPI 6 Merger Sub LLC, or the Aimco Subsidiary, is a California limited liability company formed on July 26, 2011, for the purpose of consummating the merger with NPI. The Aimco Subsidiary is a direct wholly owned subsidiary of Aimco OP. The Aimco Subsidiary has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement.

The names, positions and business addresses of the directors and executive officers of Aimco, Aimco OP, AIMCO-GP, Inc., AIMCO/IPT, AIMCO IPLP, L.P., the Aimco Subsidiary and NPI Equity, as well as a biographical summary of the experience of such persons for the past five years or more, are set forth on Annex E attached hereto and are incorporated in this consent solicitation/prospectus by reference. During the last five years, none of Aimco, Aimco-GP, AIMCO/IPT, AIMCO IPLP, L.P., Aimco OP, the Aimco Subsidiary, NPI or NPI Equity nor, to the best of their knowledge, any of the persons listed in Annex E of this consent solicitation/prospectus (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining further violations of or prohibiting activities subject to federal or state securities laws or finding any violation with respect to such laws. Additional information about Aimco is included in documents incorporated by reference into this consent solicitation/prospectus. Additional information about Aimco OP is included in Annexes I, J and K to this consent solicitation/prospectus. See Where You Can Find Additional Information.

The following chart represents the organizational structure of the Aimco Entities:

Table of Contents**INFORMATION ABOUT NPI**

NPI is a California limited partnership formed on October 15, 1982. NPI sold 109,600 NPI Units in a public offering for \$54,800,000 of aggregate gross proceeds. Since its initial offering, NPI has not received, nor are limited partners required to make, additional capital contributions. The partnership agreement provides that NPI is to terminate on December 31, 2022, unless terminated prior to such date. The managing general partner of NPI, NPI Equity, is a wholly owned subsidiary of AIMCO/IPT, which in turn is a wholly owned subsidiary of Aimco.

NPI's primary business and only industry segment is real estate related operations. NPI currently owns and operates one 383 unit apartment complex in Towson, Maryland, called Colony at Kenilworth Apartments. NPI has no full time employees. NPI Equity, or agents retained by NPI Equity, provides property management and administrative services. An affiliate of NPI Equity provided such management services for the years ended December 31, 2010 and 2009.

Schedule of Rental Rates and Occupancy

Average annual rental rates and occupancy for calendar years 2006 through 2010 for the property were as follows:

Average Annual Rental Rates				
2010	2009	2008	2007	2006
\$11,631/unit	\$12,225/unit	\$12,484/unit	\$11,555/unit	\$10,786/unit

The average occupancy for each of the five years ended December 31, 2010 and for the three months ended March 31, 2011 and 2010 for the property is as follows:

Average Occupancy						
For the Three Months			For the Years Ended December 31,			
Ended March 31,			2009	2008	2007	2006
2011	2010	2010				
98%	95%	95%	95%	94%	97%	97%

The real estate industry is highly competitive. The property is subject to competition from other residential apartment complexes in the area. NPI Equity believes that the property is adequately insured. The property is an apartment complex which generally leases units for terms of one year or less. No tenant leases 10% or more of the available rental space. The property is in good physical condition, subject to normal depreciation and deterioration as is typical for an asset of this type and age.

During the year ended December 31, 2010, NPI completed approximately \$3,447,000 of capital improvements at Colony at Kenilworth Apartments, consisting primarily of roof replacement, building improvements, exterior painting, siding upgrades, floor covering replacement and construction related to the casualties discussed in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations included in Annex G to this consent solicitation/prospectus. These improvements were funded from operating cash flow, insurance proceeds and advances from Aimco OP. NPI regularly evaluates the capital improvement needs of the property. In 2011, NPI expects to make concrete repairs at the property that are being required by the property's lender, at an estimated cost of

approximately \$153,000. During the three months ended March 31, 2011, NPI completed approximately \$156,000 of capital improvements at Colony at Kenilworth Apartments, consisting primarily of fencing, lighting fixtures, floor covering replacement and building improvements. These improvements were funded from operating cash flow. NPI regularly evaluates the capital improvement needs of the property. While NPI has no material commitments for property improvements and replacements, certain routine capital expenditures are anticipated during the remainder of 2011. Such capital expenditures will depend on the physical condition of the property as well as anticipated cash flow generated by the property.

Capital expenditures will be incurred only if cash is available from operations, partnership reserves or advances from Aimco OP, although Aimco OP does not have an obligation to fund such advances. To the extent that capital improvements are completed, NPI's distributable cash flow, if any, may be adversely affected at least in the short term.

Table of Contents**Schedule of Property Indebtedness**

The following table sets forth certain information relating to mortgages encumbering the property.

Property	Principal Balance At March 31, 2011 (In thousands)	Fixed Interest Rate	Period Amortized	Maturity Date	Principal Balance Due At Maturity(1) (In thousands)
Colony at Kenilworth Apartments 1 st mortgage	\$ 11,561	7.58%	30 yrs	07/01/21	\$ 9,451
2 nd mortgage	12,485	5.93%	30 yrs	07/01/19	10,415
	\$ 24,046				\$ 19,866

(1) See Note B Mortgage Notes Payable to the financial statements included in Item 8. Financial Statements and Supplementary Data included in Annex G to this consent solicitation/prospectus for information with respect to NPI's ability to prepay the loans and other specific details about the loans.

Distributions to Limited Partners

Apart from the general partnership interest held by NPI Equity, NPI presently has only NPI Units issued and outstanding. As of July 21, 2011, there were 109,594 NPI Units outstanding, and Aimco OP and its affiliates owned 76,622 of those units, or approximately 69.91% of those units. NPI made no distributions during the three months ended March 31, 2011 and 2010 or during the years ended December 31, 2010 and 2009. Future cash distributions will depend on the levels of net cash generated from operations and the timing of the debt maturities, property sale and/or refinancings. NPI's cash available for distribution is reviewed on a monthly basis. In light of the significant amounts accrued and payable to affiliates of NPI Equity at March 31, 2011, there can be no assurance that NPI will generate sufficient funds from operations, after planned capital improvement expenditures, to permit any distributions to its partners in 2011 or subsequent periods.

Certain Relationships and Related Transactions

NPI has no employees and depends on NPI Equity and its affiliates for the management and administration of all partnership activities. The NPI partnership agreement provides that NPI Equity and its affiliates receive certain payments for services and reimbursement of certain expenses incurred on behalf of NPI.

Under the NPI partnership agreement, NPI Equity's affiliates receive 5% of gross receipts from the property as compensation for providing property management services. NPI was charged by such affiliates approximately \$61,000 and \$58,000 for the three months ended March 31, 2011 and 2010, respectively, and \$225,000 and \$239,000 for the years ended December 31, 2010 and 2009, respectively.

As compensation for services rendered in managing NPI, NPI Equity is entitled to receive partnership management fees in conjunction with distributions of cash from operations, subject to certain limitations. No such partnership

management fees were earned or paid during the three months ended March 31, 2011 and 2010 or during the years ended December 31, 2010 or 2009.

Affiliates of NPI Equity charged NPI for reimbursement of accountable administrative expenses amounting to approximately \$29,000 and \$42,000 for the three months ended March 31, 2011 and 2010, respectively and \$487,000 and \$307,000 for the years ended December 31, 2010 and 2009, respectively. A portion of these reimbursements are for construction management services provided by an affiliate of NPI Equity of approximately \$13,000 and \$26,000 for the three months ended March 31, 2011 and 2010, respectively, and \$420,000 and \$245,000 for the years ended December 31, 2010 and 2009, respectively. At March 31, 2011, approximately \$231,000 in unpaid reimbursements was due to an affiliate of NPI Equity.

For services relating to the administration of NPI and operation of the property, NPI Equity is entitled to receive payment for non-accountable expenses up to a maximum of \$150,000 per year based upon the number of

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NPI Units sold, subject to certain limitations. No such reimbursements were made during the three months ended March 31, 2011 and 2010 or during the years ended December 31, 2010 and 2009.

Under the terms of NPI's partnership agreement, upon a sale of the property, NPI Equity is entitled to an incentive compensation fee equal to a percentage of the difference between the sale price of the property and the appraised value of the property at February 1, 1992. Payment of the incentive compensation fee is subordinate to the receipt by the limited partners, of: (a) distributions from sales or refinancing transaction proceeds of an amount equal to the net tangible asset value of NPI at December 31, 1991, and (b) distributions from all sources (sales or refinancing transactions as well as cash flow) of an amount equal to six percent (6%) per annum cumulative, non-compounded, on the net tangible asset value of NPI at December 31, 1991 (as reduced from time to time for distributions from sales or refinancing transactions). Prior to 2009, these preferences were met. The amount of this fee was deducted in determining the amount of the merger consideration as described in "The Merger - Determination of Merger Consideration."

During the three months ended March 31, 2010, Aimco OP advanced NPI approximately \$12,000 to fund operations at NPI's property. No such advances were made during the three months ended March 31, 2011. During the years ended December 31, 2010 and 2009, Aimco OP advanced NPI approximately \$3,194,000 and \$1,791,000, respectively, to fund operations and capital improvements at NPI's investment property. The advances bear interest at the prime rate plus 2% (5.25% at March 31, 2011). Interest expense for the three months ended March 31, 2011 and 2010 was approximately \$88,000 and \$44,000, respectively, and for the years ended December 31, 2010 and 2009 was approximately \$255,000 and \$131,000, respectively. During the three months ended March 31, 2011, NPI paid approximately \$95,000 of accrued interest. There were no such payments during the three months ended March 31, 2010. During the year ended December 31, 2009, NPI paid approximately \$23,000 of accrued interest. There were no such payments during the year ended December 31, 2010. At March 31, 2011 and December 31, 2010, the total advances and accrued interest owed to Aimco OP were approximately \$6,834,000 and \$6,841,000, respectively. NPI may receive additional advances of funds from Aimco OP, although Aimco OP is not obligated to provide such advances. For more information on Aimco OP, see Annexes I, J, and K to this consent solicitation/prospectus.

NPI insures its property up to certain limits through coverage provided by Aimco, which is generally self-insured for a portion of losses and liabilities related to workers' compensation, property casualty, general liability and vehicle liability. NPI insures its property above the Aimco limits through insurance policies obtained by Aimco from insurers unaffiliated with NPI Equity. During the three months ended March 31, 2011, NPI was charged by Aimco and its affiliates approximately \$42,000 for hazard insurance coverage and fees associated with policy claims administration. Additional charges will be incurred by NPI during 2011 as other insurance policies renew later in the year. During the years ended December 31, 2010 and 2009, NPI was charged by Aimco and its affiliates approximately \$61,000 and \$60,000, respectively, for insurance coverage and fees associated with policy claims administration.

In addition to its indirect ownership of NPI Equity's interest in NPI, Aimco and its affiliates owned 76,622 NPI Units representing 69.91% of the outstanding NPI Units at July 21, 2011. A number of these NPI Units were acquired pursuant to tender offers made by Aimco or its affiliates. Pursuant to the partnership agreement, limited partners holding a majority of the NPI Units are entitled to take action with respect to a variety of matters that include, but are not limited to, voting on certain amendments to the partnership agreement and voting to remove the managing general partner. As a result of its ownership of 69.91% of the outstanding NPI Units, Aimco and its affiliates are in a position to influence all such voting decisions with respect to NPI. However, with respect to the 46,289 NPI Units acquired on January 19, 1996, AIMCO IPLP, L.P., an affiliate of NPI Equity and of Aimco, agreed to vote such NPI Units: (i) against any increase in compensation payable to NPI Equity or to its affiliates; and (ii) on all other matters submitted by it or its affiliates, in proportion to the votes cast with respect to all other NPI Units. Except for the foregoing, no other limitations are imposed on AIMCO IPLP, L.P.'s, Aimco's or any other affiliates' right to vote each NPI Unit held. Although NPI Equity owes fiduciary duties to the limited partners of NPI, NPI Equity also owes

fiduciary duties to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco. As a result, the duties of NPI Equity, as managing general partner, to NPI and its limited partners on the one hand may come into conflict with the duties of NPI Equity to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco and to Aimco, on the other hand.

Table of Contents**Directors, Executive Officers and Corporate Governance**

NPI has no directors or executive officers of its own. The names and ages of, as well as the positions and offices held by, the present directors and officers of NPI Equity, NPI's managing general partner, as of March 31, 2011 are set forth in Annex E to this consent solicitation/prospectus. One or more of those persons are also directors and/or officers of a general partner (or general partner of a general partner) of limited partnerships which either have a class of securities registered pursuant to Section 12(g) of the Exchange Act, or are subject to the reporting requirements of Section 15(d) of the Exchange Act. Further, one or more of those persons are also officers of Aimco and the general partner of Aimco OP, entities that have a class of securities registered pursuant to Section 12(g) of the Exchange Act, or are subject to the reporting requirements of Section 15(d) of the Exchange Act. There are no family relationships between or among any officers or directors. None of the directors or officers of NPI Equity received remuneration from NPI during the year ended December 31, 2010 or during the three months ended March 31, 2011.

The board of directors of NPI Equity does not have a separate audit committee. As such, the board of directors of NPI Equity fulfills the functions of an audit committee. The board of directors has determined that Steven D. Cordes meets the requirement of an audit committee financial expert.

The directors and officers of NPI Equity with authority over NPI are all employees of subsidiaries of Aimco. Aimco has adopted a code of ethics that applies to such directors and officers that is posted on Aimco's website (www.aimco.com). Aimco's website is not incorporated by reference to this filing.

Security Ownership of Certain Beneficial Owners and Management

NPI Equity is the managing general partner of NPI and owns all of the outstanding general partner interests in NPI, which constitute 1% of the total interests in the partnership. NPI has no directors or executive officers of its own. NPI Equity is a Delaware corporation, which is indirectly wholly owned by Aimco. None of the managing general partner or any of its directors or executive officers owns any of the limited partnership interests of the partnership. The following table sets forth certain information as of July 21, 2011 with respect to the ownership by any person (including any group, as that term is used in Section 13(d)(3) of the Exchange Act) known to us to be the beneficial owner of more than 5% of the units of limited partnership interest of the partnership.

Entity Name and Address	Approximate Number of NPI Units	Approximate Percent of NPI Units
Apartment Investment and Management Company(1) 4582 South Ulster Street Parkway, Suite 1100 Denver, CO 80237	76,622(2)	69.91%
AIMCO-GP, Inc.(1) 4582 South Ulster Street Parkway, Suite 1100 Denver, CO 80237	76,622(2)	69.91%
AIMCO Properties, L.P.(1) 4582 South Ulster Street Parkway, Suite 1100	76,622(2)	69.91%

Denver, CO 80237 AIMCO IPLP, L.P.(3) 4582 South Ulster Street Parkway, Suite 1100 Denver, CO 80237	48,033(4)	43.83%
AIMCO/IPT, Inc.(3) 4582 South Ulster Street Parkway, Suite 1100 Denver, CO 80237	48,033(4)	43.83%

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- (1) AIMCO-GP, Inc., a Delaware corporation, is the sole general partner of AIMCO Properties, L.P., and owns approximately a 1% general partner interest in AIMCO Properties, L.P. AIMCO-GP, Inc. is wholly owned by Apartment Investment and Management Company. As of July 21, 2011, AIMCO-LP Trust, a Delaware trust wholly owned by Apartment Investment and Management Company, owns approximately a 94% interest in the OP Units and equivalents of AIMCO Properties, L.P.
- (2) AIMCO Properties, L.P., AIMCO-GP, Inc. and Apartment Investment and Management Company share voting and dispositive power over 76,622 NPI Units, representing approximately 69.91% of such units. AIMCO-GP, Inc. holds its NPI Units, directly or indirectly, as nominee for AIMCO Properties, L.P. and so AIMCO Properties, L.P. may be deemed the beneficial owner of the NPI Units held by AIMCO-GP, Inc. Apartment Investment and Management Company may be deemed the beneficial owner of the NPI Units held by AIMCO Properties, L.P. and AIMCO-GP, Inc. by virtue of its indirect ownership or control of these entities.
- (3) AIMCO/IPT, Inc. is wholly owned by Aimco and holds a 70.0% interest in AIMCO IPLP, L.P. as its general partner. AIMCO Properties, L.P. holds a 30% interest in AIMCO IPLP, L.P. as the limited partner.
- (4) AIMCO IPLP, L.P. and AIMCO/IPT, Inc. share voting and dispositive power over 48,033 NPI Units, representing approximately 43.83% of the class.

Additional Information

For additional information about NPI and its property and operating data related to the property, see NPI's Annual Report on Form 10-K for the year ended December 31, 2010, attached hereto as Annex G and NPI's Quarterly Report on Form 10-Q for the three months ended March 31, 2011, attached hereto as Annex H.

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THE TRANSACTIONS

Background of the Transactions

As the managing general partner of NPI, NPI Equity regularly evaluates the property by considering various factors, such as NPI's financial position and real estate and capital markets conditions. NPI Equity monitors the property's specific locale and sub-market conditions (including stability of the surrounding neighborhood), evaluating current trends, competition, new construction and economic changes. It oversees the operating performance of the property and continuously evaluates the physical improvement requirements. In addition, the financing structure for the property (including any prepayment penalties), tax implications to limited partners, availability of attractive mortgage financing to a purchaser, and the investment climate are all considered. Any of these factors, and possibly others, can potentially contribute to any decision by NPI Equity to sell, refinance, upgrade with capital improvements or hold the property.

After taking into account the foregoing considerations, in early 2009, NPI Equity determined to sell the property. NPI Equity listed the property for sale during March through June 2009 and received nearly a dozen offers; however, the highest of these offers (\$32.5 million) well below the price at which NPI Equity was willing to sell the property at the time. Accordingly, NPI Equity abandoned its efforts to market and sell the property.

During January 2011, officers of NPI Equity, who are also officers of Aimco, met several times to consider and discuss strategic alternatives for NPI. During this meeting, they considered the costs of maintaining NPI's current ownership structure, including audit, tax and SEC reporting costs, given Aimco OP's ownership of 69.91% of the NPI Units and the outstanding debt owed to Aimco OP. The participants also noted that NPI owed approximately \$6,841,000 to Aimco OP, as of March 31, 2011, and that NPI had recognized a loss during each of the years ending December 31, 2010, 2009, and 2008. In light of the amounts already then owed to Aimco OP and NPI's ongoing losses, the officers concluded that additional loans from Aimco OP would be unlikely.

After considering all of these factors, the officers agreed to explore the possibility of Aimco OP acquiring the property through a transaction that would provide the unaffiliated limited partners with the opportunity to defer taxable gain through an exchange of NPI Units for Aimco OP units.

During January and February of 2011, NPI Equity management sought advice from outside counsel to determine whether a transaction would be feasible that would result in Aimco OP's ownership of the property while also providing potential tax deferral to limited partners that are unaffiliated with Aimco OP. At the same time, they spoke with appraisers regarding the possibility of appraising the property for purposes of evaluating a potential transaction with Aimco OP. NPI Equity engaged KTR on May 18, 2011 to appraise the property.

KTR delivered the appraisal on June 3, 2011, pursuant to which it valued the property at \$39 million. Over the following weeks, NPI Equity management reviewed the appraisal report and discussed both KTR's assumptions and its valuation of the property, and determined that the KTR's assumptions were reasonable and the valuation appropriate. As part of their review, they considered the fiduciary duties owed by NPI Equity to unaffiliated limited partners, as well as the property's appraised value, the amount of indebtedness secured by the property, which at March 31, 2011 was approximately \$24 million, and other indebtedness of NPI, which at March 31, 2011 was approximately \$7.7 million, including approximately \$7 million to affiliates of NPI Equity.

In April and May 2011, Aimco OP and NPI Equity continued discussions regarding a possible merger transaction between NPI and Aimco OP. In connection with these discussions, Aimco OP and NPI Equity agreed that, if they

were to pursue the merger, they should consider retaining an independent financial advisor to opine as to the fairness of the merger to the unaffiliated limited partners of NPI. Aimco OP and NPI Equity, together with outside counsel, conducted interviews with representatives of Duff & Phelps and two other financial advisory firms.

On June 10, 2011, Aimco OP engaged Duff & Phelps to provide a fairness opinion with respect to the proposed transactions and ten other possible transactions. In the following weeks, Duff & Phelps had due diligence calls with NPI Equity management and received due diligence materials in response to its diligence requests.

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On June 3, 2011, at the request of Aimco OP and NPI Equity, KTR delivered an updated appraisal for the property, pursuant to which it valued the property at \$39,000,000 as of June 1, 2011. Aimco OP and NPI Equity reviewed the updated appraisal report and calculated the equity value of NPI Units based on this updated appraisal.

On July 28, 2011, Duff & Phelps delivered its written opinion to the board of directors of Aimco and the general partners of Aimco OP and NPI to the effect that, as of July 28, 2011, and based on and subject to the various assumptions, qualifications and limitations set forth in its opinion, the cash consideration offered in the merger is fair, from a financial point of view, to the unaffiliated limited partners of NPI.

On July 28, NPI Equity and the general partner of Aimco OP approved the proposed amendment, conversion and merger agreement. Before doing so, NPI Equity management and the Aimco Entities considered a number of possible alternatives to the proposed transactions, as described in greater detail in this consent solicitation/prospectus. However, NPI Equity and the Aimco Entities ultimately determined that the proposed amendment, conversion and merger are in the best interests of NPI and its unaffiliated limited partners.

Determination of Merger Consideration

In the merger, each NPI Unit outstanding immediately prior to consummation of the merger will be converted into the right to receive, at the election of the holder of such NPI Unit, either \$41.08 in cash or equivalent value in Aimco OP Units, except in those jurisdictions where the law prohibits the offer of OP Units in this transaction (or registration or qualification would be prohibitively costly). Because Aimco indirectly owns NPI Equity, which is the managing general partner of NPI, the merger consideration has not been determined in an arm's-length negotiation. In order to arrive at a fair consideration, KTR, an independent real estate appraisal firm, was engaged to perform a complete appraisal of NPI's sole property, Colony at Kenilworth. For more detailed information about the independent appraiser's determination of the estimated value of the property, see Special Factors The Appraisal. The per unit cash merger consideration payable to each holder of NPI Units is based on NPI Equity's estimate of the proceeds that would be available for distribution to limited partners (following the repayment of debt and other liabilities of NPI) if the property was sold at a price equal to its appraised value. NPI Equity did not deduct certain amounts that would be payable upon an immediate sale of the property, such as a prepayment penalty on the mortgage debt of the property. The estimated prepayment penalty would have been approximately \$7,149,800. NPI Equity calculated the equity of the partnership by (i) adding to the appraised value the value of any other non-real estate assets of NPI that would not be included in the appraisal; and (ii) deducting all liabilities, including the market value of mortgage debt, debt owed to NPI Equity or its affiliates, accounts payable and accrued expenses and certain other costs. The amount of liabilities deducted includes an estimate of \$153,200 for expenses attributable to the property that would be incurred prior to the merger but payable after the merger. This calculation, which is summarized below, resulted in per unit cash merger consideration of \$41.08.

Appraised value of Colony at Kenilworth Apartments	\$ 39,000,000
Plus: Cash and cash equivalents	181,501
Plus: Other assets	582,724
Less: Mortgage debt, including accrued interest	(24,124,544)
Less: Mark-to-market adjustment(1)	(2,486,489)
Less: Loans from affiliates of the managing general partner	(6,894,001)
Less: Other amounts payable to the managing general partner and/or affiliates	(242,575)
Less: Accounts payable and accrued expenses owed to third parties	(205,242)
Less: Other liabilities(2)	(317,239)
Less: Incentive Compensation Fee(3)	(792,900)
Less: Estimated trailing payables	(153,200)

Net partnership equity	\$ 4,548,035
Percentage of net partnership equity allocable to limited partners	99%
Net partnership equity allocable to limited partners	\$ 4,502,555
Total number of Units	109,594
Cash consideration per unit	41.08

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- (1) The mark-to-market adjustment reflects the difference between the outstanding amount of the mortgage debt and its market value. The market value was calculated as the present value of the remaining required payments under the loan through maturity, discounted at 5.38% for the first mortgage and at 5.09% for the second mortgage, which we believe is an appropriate market rate based on our analysis of interest rates for selected loans of a similar type, leverage and duration.
- (2) Consists primarily of security deposits paid by tenants of the property.
- (3) See discussion in Information about NPI Certain Relationships and Related Transactions.

The number of OP Units offered per NPI Unit was calculated by dividing the per unit cash merger consideration by the average closing price of Aimco common stock, as reported on the NYSE, over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger. Although there is no public market for OP Units, after a one-year holding period, each OP Unit is generally redeemable for cash in an amount equal to the value of one share of Aimco common stock at the time, subject to Aimco's right to acquire each OP Unit in exchange for one share of Aimco common stock (subject to antidilution adjustments). Therefore, NPI Equity considers the trading price of Aimco common stock to be a reasonable estimate of the fair market value of an OP Unit. As of July 21, 2011, the average closing price of Aimco common stock over the preceding ten consecutive trading days was \$26.98, which would have resulted in OP Unit consideration of 1.52 OP Units per NPI Unit.

Conflicts of Interest

NPI Equity is the managing general partner of NPI and is indirectly wholly owned by Aimco. Therefore, NPI Equity has a conflict of interest with respect to the transactions. NPI Equity has fiduciary duties to AIMCO/IPT, Inc., NPI Equity's sole stockholder and an affiliate of Aimco, on the one hand, and to NPI and its limited partners, on the other hand. The duties of NPI Equity to NPI and its limited partners conflict with the duties of NPI Equity to AIMCO/IPT, Inc., which could result in NPI Equity approving a transaction that is more favorable to Aimco than might be the case absent such conflict of interest. As the managing general partner of NPI, NPI Equity seeks the best possible terms for NPI's limited partners. This conflicts with Aimco's interest in obtaining the best possible terms for Aimco OP.

Future Plans for the Property

After the transactions, Aimco OP will be the sole limited partner in New NPI, and will own all of the outstanding New NPI Units. NPI Equity will be the managing general partner of New NPI after the transactions, and NPI's partnership agreement in effect immediately prior to the conversion, but after giving effect to the amendment, will remain unchanged, with the following exceptions: (i) references in the partnership agreement to the California Limited Partnership Act will be amended to refer to the Delaware Limited Partnership Act, (ii) a description of the conversion will be added, and (iii) the name of the partnership will be National Property Investors 6, LP. Aimco OP intends to retain the New NPI Units after the merger. After the merger, Aimco will evaluate the capital improvement needs of the property, and anticipates making a capital expenditure for lender mandated concrete repairs at an estimated cost of approximately \$153,000 and certain routine capital expenditures during the remainder of 2011.

Material United States Federal Income Tax Consequences of the Transactions

For a discussion of the material U.S. federal income tax consequences of the transactions, see Material United States Federal Income Tax Considerations United States Federal Income Tax Consequences Relating to the Transactions.

Regulatory Matters

No material federal or state regulatory requirements must be satisfied or approvals obtained in connection with the conversion and merger, except (1) filing a registration statement that includes this consent solicitation/prospectus with the SEC and obtaining the SEC's declaration that the registration statement is effective under

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the Securities Act, (2) registration or qualification of the issuance of OP Units under state securities laws, and (3) filing certificates of conversion and merger with the Secretaries of State of the States of California and Delaware.

Accounting Treatment of the Transactions

Aimco and Aimco OP will treat the transactions as a purchase of noncontrolling interests for financial accounting purposes. This means that Aimco and Aimco OP will recognize any difference between the purchase price for these noncontrolling interests and the carrying amount of such noncontrolling interests in Aimco and Aimco OP's consolidated financial statements as an adjustment to the amounts of consolidated equity and partners' capital attributed to Aimco and Aimco OP, respectively.

Appraisal Rights

Limited partners are not entitled to dissenters' appraisal rights under applicable law or NPI's partnership agreement in connection with the transactions. However, pursuant to the terms of the merger agreement, Aimco OP will provide each limited partner with contractual dissenters' appraisal rights that are similar to the dissenters' appraisal rights available to a stockholder of a constituent corporation in a merger under Delaware law. These contractual appraisal rights will enable a limited partner to obtain an appraisal of the value of the limited partner's New NPI Units in connection with the transactions. Prosecution of these contractual appraisal rights will involve an arbitration proceeding, and the consideration paid to a limited partner after the prosecution of such contractual appraisal rights, which will take a period of time that cannot be predicted with accuracy, will be a cash payment, resulting in a taxable event to such Limited Partner. A description of the appraisal rights being provided, and the procedures that a limited partner must follow to seek such rights, is attached to this consent solicitation/prospectus as Annex C.

Expenses and Fees and Source of Funds

The costs of planning and implementing the transactions, including the cash merger consideration and the preparation of this consent solicitation/prospectus, will be borne by Aimco OP without regard to whether the transactions are effectuated. The estimated amount of these costs is approximately \$1,813,500 (assuming all limited partners elect to receive the cash merger consideration). Aimco OP is paying for the costs of the transactions with funds on hand or from drawings under its revolving credit facility. The revolving credit facility is pursuant to Aimco OP's Amended and Restated Senior Secured Credit Agreement, as amended, with a syndicate of financial institutions, with Bank of America, N.A. as administrative agent, swing line lender and L/C issuer. Borrowings under the revolving credit facility bear interest based on a pricing grid determined by leverage (either at LIBOR plus 4.25% with a LIBOR floor of 1.50% or, at Aimco OP's option, a base rate equal to the Prime rate plus a spread of 3.00%). The revolving credit facility matures May 1, 2013, and may be extended for one year, subject to certain conditions. Aimco OP's obligations under the Amended and Restated Senior Secured Credit Agreement are secured by its equity interests in its subsidiaries.

Approvals Required and Voting Rights

Under applicable law, the merger agreement, the conversion, the merger and the amendment must be approved by NPI's managing general partner and a majority of the limited partnership units. The managing general partner has determined that the merger agreement, the conversion, the merger and the amendment are advisable and in the best interests of NPI and its limited partners; has approved the merger agreement, the conversion, the merger and the amendment; and recommends that you vote **FOR** the approval of the merger agreement, the conversion, the merger and the amendment.

Each NPI Unit is entitled to one vote. As of July 21, 2011, there were issued and outstanding 109,594 NPI Units, and Aimco OP and its affiliates owned 76,622 of those units, or approximately 69.91% of the number of NPI Units outstanding. As more fully described herein, 46,289 of the NPI Units owned by Aimco OP and its affiliates are subject to a voting restriction, which requires such units to be voted in proportion to the votes cast with respect to NPI Units not subject to this voting restriction. Aimco OP and its affiliates have indicated that they will vote all

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30,333 of their NPI Units that are not subject to this restriction, or approximately 47.92% of all NPI Units not subject to this restriction, FOR the proposal to approve the merger agreement, the conversion, the merger and the amendment. As a result, Aimco OP and its affiliates expect to vote a minimum of 52,512 NPI Units, or approximately 47.92% of the NPI Units outstanding, in favor of the proposal. Taking into account the remaining restricted NPI Units that Aimco OP and its affiliates will vote in proportion to the remaining unrestricted NPI Units, the affirmative vote of at least 1,321 NPI Units held by limited partners unaffiliated with Aimco OP is required to approve the merger agreement, the conversion, the merger and the amendment. Approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed.

Approval of the proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed. **If you do not return or submit your consent prior to the expiration date, or if you otherwise abstain from voting, the effect will be the same as a vote against the proposal to approve the merger agreement, the conversion, the merger and the amendment.**

Who Can Vote on the Transactions

NPI Equity has fixed [], 2011 as the record date for voting or approval of the amendment, the merger agreement, the conversion and the merger. Only limited partners of record as of the close of business on the record date are entitled to notice of, and to vote on or consent to, the transactions. This solicitation of consents will expire at 5:00 p.m., New York City time on [], 2011 unless extended by the managing general partner in its discretion as described in this consent solicitation/prospectus. As of the close of business on the record date, a total of 109,594 NPI Units were outstanding. Each NPI Unit is entitled to one vote.

How NPI Units are Voted

You may vote by completing the enclosed consent form and then signing, dating and returning it in the self-addressed postage pre-paid envelope provided. Submitting a consent now will not limit your right to change your vote prior to the expiration date. NPI is sending you this joint consent solicitation/prospectus for the purpose of requesting that you provide your consent prior to the expiration date. If you sign, date and return a consent without giving voting instructions, your NPI Units will be voted as recommended by NPI Equity, in favor of the proposal to approve the transactions. In addition, each limited partner that consents to the proposal will appoint NPI Equity as its attorney-in-fact to execute the amendment.

Revocation of Consent

You may revoke your consent at any time prior to the expiration date by submitting a duly executed consent form bearing a later date.

Consent Solicitation Costs

NPI will pay the expenses of soliciting consents from its limited partners and the cost of preparing and mailing this consent solicitation/prospectus to its limited partners. Following the original mailing of this consent solicitation/prospectus and other soliciting materials, NPI, NPI Equity and their agents also may solicit consents by mail, telephone, facsimile, or in person. In addition, consents may be solicited from limited partners by NPI Equity's directors, officers and employees in person or by telephone, facsimile or other means of communication. These officers, directors and employees will not be additionally compensated but may be reimbursed for reasonable out-of-pocket expenses in connection with the solicitation. NPI has retained Eagle Rock Proxy Advisors, LLC, a proxy solicitation firm, for assistance in connection with the solicitation of consents. Any customary fees of Eagle Rock Proxy Advisors, LLC plus reimbursement of out-of-pocket expenses will be paid by NPI. NPI estimates that its

proxy solicitor fees will be approximately \$7,500 plus out-of-pocket expenses.

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THE MERGER AGREEMENT

The following is a summary of the material terms of the proposed merger agreement and is qualified in its entirety by reference to the merger agreement, which is attached to this consent solicitation/prospectus as Annex A. You should read the merger agreement carefully in its entirety as it is the legal document that governs the conversion and merger.

The Transactions

Following the proposed amendment of its partnership agreement, NPI plans to enter into the merger agreement with Aimco OP, and its wholly owned subsidiary, the Aimco Subsidiary. Pursuant to the merger agreement, there will be a conversion of NPI from a California limited partnership to a Delaware limited partnership, followed by a merger.

Conversion of NPI into New NPI. First, NPI will be converted from a California limited partnership to a Delaware limited partnership. In the conversion, each NPI Unit will be converted into an identical unit of limited partnership in New NPI and the general partnership interest in NPI now held by NPI Equity will be converted into a general partnership interest in New NPI. NPI's partnership agreement in effect immediately prior to the conversion will remain unchanged, except as follows: (i) references in the partnership agreement to the California Limited Partnership Act will be amended to refer to the Delaware Limited Partnership Act, (ii) a description of the conversion will be added, (iii) the name of the partnership will be National Property Investors 6, LP.

Merger of the Aimco Subsidiary with and into New NPI. Second, the Aimco Subsidiary will be merged with and into New NPI, with New NPI as the surviving entity. In the merger, each New NPI Unit outstanding immediately prior to consummation of the merger will be converted into the right to receive, at the election of the holder, either \$41.08 in cash or equivalent value in OP Units (calculated by dividing \$41.08 by the average closing price of Aimco common stock, as reported on the NYSE, over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger); *provided, however*, that if Aimco OP determines that the law of the state or other jurisdiction in which a limited partner resides would prohibit the issuance of Aimco OP Units in that state or other jurisdiction (or that registration or qualification in that state or jurisdiction would be prohibitively costly), then such limited partner will only be entitled to receive \$41.08 in cash for each New NPI Unit.

In the merger, Aimco OP's interest in the Aimco Subsidiary will be converted into New NPI Units. After the merger, Aimco OP will be the sole limited partner of New NPI, and will own all of the outstanding New NPI Units. NPI Equity will continue to serve as the general partner of the surviving entity. The agreement of limited partnership of New NPI as in effect immediately prior to the consummation of the merger will be the agreement of limited partnership of the surviving entity after the merger, until thereafter amended in accordance with the provisions thereof and applicable law.

Treatment of Interests in the Merger

NPI. Under the merger agreement, each New NPI Unit outstanding immediately prior to consummation of the merger will be converted into the right to receive, at the election of the holder of such New NPI Unit, either \$41.08 in cash or equivalent value in Aimco OP Units (calculated by dividing \$41.08 by the average closing price of Aimco common stock, as reported on the NYSE, over the ten consecutive trading days ending on the second trading day immediately prior to the consummation of the merger), except in those jurisdictions where the law prohibits the issuance of Aimco OP Units (or registration or qualification would be prohibitively costly). The general partners of New NPI will continue to serve as the general partners of New NPI after the merger, and the current general partner interests will remain unchanged after the merger.

Aimco Subsidiary. All membership interests in the Aimco Subsidiary immediately prior to the effective time of the mergers will be converted into NPI Units after the mergers.

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Conditions to Obligations to Complete the Conversion and Merger

None of the parties to the merger agreement will be required to consummate the conversion or the merger without the consent of the holders of a majority of the NPI Units to approve the merger agreement, the conversion and the merger or if any third party consent, authorization or approval that any of the parties deems necessary or desirable in connection with the merger agreement, and the consummation of the transactions contemplated thereby, has not been obtained or received.

Termination of the Merger Agreement

The merger agreement may be terminated and the conversion and merger may be abandoned at any time prior to consummation of the conversion or the merger, without liability to any party to the merger agreement, by NPI, Aimco OP or the Aimco Subsidiary, in each case, acting in its sole discretion and for any reason or for no reason, notwithstanding the approval of the merger agreement by any of the partners of NPI or the member of the Aimco Subsidiary.

Amendment

Subject to applicable law, the merger agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the consummation of the conversion or merger with respect to any of the terms contained therein.

Governing Law

The merger agreement is governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflict of law provisions thereof.

Appraisal Rights

Limited partners are not entitled to dissenters' appraisal rights under applicable law or NPI's partnership agreement in connection with the merger. However, pursuant to the terms of the merger agreement, Aimco OP will provide each limited partner with contractual dissenters' appraisal rights that are similar to the dissenters' appraisal rights available to a stockholder of a constituent corporation in a merger under Delaware law. These contractual appraisal rights will enable a limited partner to obtain an appraisal of the value of the limited partner's New NPI Units in connection with the merger. Prosecution of these contractual appraisal rights will involve an arbitration proceeding, and the consideration paid to a limited partner after the prosecution of such contractual appraisal rights, which will take a period of time that cannot be predicted with accuracy, will be a cash payment, resulting in a taxable event to such limited partner. A description of the appraisal rights being provided, and the procedures that a limited partner must follow to seek such rights, is attached to this consent solicitation/prospectus as Annex C.

Election Forms

Within 10 days after the effective time of the merger, Aimco OP will prepare and mail to the former holders of NPI Units an election form pursuant to which they can elect to receive cash or OP Units. Former holders of NPI Units may elect their form of consideration by completing and returning the election form in accordance with its instructions. If the information agent does not receive a properly completed election form from a holder before 5:00 p.m., New York time on the 30th day after the merger, the holder will be deemed to have elected to receive the cash consideration.

Former holders of NPI Units may also use the election form to elect to receive, in lieu of the merger consideration, the appraised value of their NPI Units, determined through an arbitration proceeding.

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DESCRIPTION OF AIMCO OP UNITS; SUMMARY OF AIMCO OP PARTNERSHIP AGREEMENT

The following description sets forth some general terms and provisions of the Aimco OP partnership agreement. The following description of the Aimco OP partnership agreement is qualified in its entirety by the terms of the agreement.

General

Aimco OP is a limited partnership organized under the provisions of the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, or any successor to such statute, or the Delaware Act, and upon the terms and subject to the conditions set forth in its agreement of limited partnership. AIMCO-GP, Inc., a Delaware corporation and wholly owned subsidiary of Aimco, is the sole general partner of Aimco OP. Another wholly owned subsidiary of Aimco, AIMCO-LP Trust, a Delaware trust, or the special limited partner, is a limited partner in Aimco OP. The term of Aimco OP commenced on May 16, 1994, and will continue in perpetuity, unless Aimco OP is dissolved sooner under the provisions of the partnership agreement or as otherwise provided by law.

Purpose and Business

The purpose and nature of Aimco OP is to conduct any business, enterprise or activity permitted by or under the Delaware Act, including, but not limited to, (i) conducting the business of ownership, construction, development and operation of multifamily rental apartment communities, (ii) entering into any partnership, joint venture, business trust arrangement, limited liability company or other similar arrangement to engage in any business permitted by or under the Delaware Act, or to own interests in any entity engaged in any business permitted by or under the Delaware Act, (iii) conducting the business of providing property and asset management and brokerage services, whether directly or through one or more partnerships, joint ventures, subsidiaries, business trusts, limited liability companies or other similar arrangements, and (iv) doing anything necessary or incidental to the foregoing; provided, however, such business and arrangements and interests may be limited to and conducted in such a manner as to permit Aimco, in the sole and absolute discretion of the general partner, at all times to be classified as a REIT.

Management by the General Partner

Except as otherwise expressly provided in the Aimco OP partnership agreement, all management powers over the business and affairs of Aimco OP are exclusively vested in the general partner. No limited partner of Aimco OP or any other person to whom one or more OP Units have been transferred (each, an assignee) may take part in the operations, management or control (within the meaning of the Delaware Act) of Aimco OP's business, transact any business in Aimco OP's name or have the power to sign documents for or otherwise bind Aimco OP. The general partner may not be removed by the limited partners with or without cause, except with the consent of the general partner. In addition to the powers granted to a general partner of a limited partnership under applicable law or that are granted to the general partner under any other provision of the Aimco OP partnership agreement, the general partner, subject to the other provisions of the Aimco OP partnership agreement, has full power and authority to do all things deemed necessary or desirable by it to conduct the business of Aimco OP, to exercise all powers of Aimco OP and to effectuate the purposes of Aimco OP. Aimco OP may incur debt or enter into other similar credit, guarantee, financing or refinancing arrangements for any purpose (including, without limitation, in connection with any acquisition of properties) upon such terms as the general partner determines to be appropriate. The general partner is authorized to execute, deliver and perform specific agreements and transactions on behalf of Aimco OP without any further act, approval or vote of the limited partners.

Restrictions on General Partner's Authority. The general partner may not take any action in contravention of the Aimco OP partnership agreement. The general partner may not, without the prior consent of the limited partners, undertake, on behalf of Aimco OP, any of the following actions or enter into any transaction that would have the effect of such transactions: (i) except as provided in the partnership agreement, amend, modify or terminate the partnership agreement other than to reflect the admission, substitution, termination or withdrawal of partners; (ii) make a general assignment for the benefit of creditors or appoint or acquiesce in the appointment of a custodian, receiver or trustee for all or any part of the assets of Aimco OP; (iii) institute any proceeding for bankruptcy on

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behalf of Aimco OP; or (iv) subject to specific exceptions, approve or acquiesce to the transfer of the Aimco OP general partner interest, or admit into Aimco OP any additional or successor general partners.

Additional Limited Partners. The general partner is authorized to admit additional limited partners to Aimco OP from time to time, on terms and conditions and for such capital contributions as may be established by the general partner in its reasonable discretion. The net capital contribution need not be equal for all partners. No action or consent by the limited partners is required in connection with the admission of any additional limited partner. The general partner is expressly authorized to cause Aimco OP to issue additional interests (i) upon the conversion, redemption or exchange of any debt, OP Units or other securities issued by Aimco OP, (ii) for less than fair market value, so long as the general partner concludes in good faith that such issuance is in the best interests of the general partner and Aimco OP, and (iii) in connection with any merger of any other entity into Aimco OP if the applicable merger agreement provides that persons are to receive interests in Aimco OP in exchange for their interests in the entity merging into Aimco OP. Subject to Delaware law, any additional partnership interests may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties as shall be determined by the general partner, in its sole and absolute discretion without the approval of any limited partner, and set forth in a written document thereafter attached to and made an exhibit to the partnership agreement. Without limiting the generality of the foregoing, the general partner has authority to specify (a) the allocations of items of partnership income, gain, loss, deduction and credit to each such class or series of partnership interests; (b) the right of each such class or series of partnership interests to share in distributions; (c) the rights of each such class or series of partnership interests upon dissolution and liquidation of Aimco OP; (d) the voting rights, if any, of each such class or series of partnership interests; and (e) the conversion, redemption or exchange rights applicable to each such class or series of partnership interests. No person may be admitted as an additional limited partner without the consent of the general partner, which consent may be given or withheld in the general partner's sole and absolute discretion.

Indemnification. As a part of conducting the transactions described herein, the general partner has agreed not to seek indemnification from, or to be held harmless by, Aimco OP, or its affiliates, for any liability or loss suffered by the general partner related to the transactions, unless (i) the general partner has determined, in good faith, that the course of conduct which caused the loss or liability was in the best interests of Aimco OP, (ii) the general partner was acting on behalf of or performing services for Aimco OP, (iii) such liability or loss was not the result of negligence or misconduct by the general partner and (iv) such indemnification or agreement to hold harmless is recoverable only out of the assets of Aimco OP and not from the limited partners of Aimco OP. In addition, the general partner, and any of its affiliates that are performing services on behalf of Aimco OP, have agreed that they will not seek indemnification for any losses, liabilities or expenses arising from or out of an alleged violation of federal or state securities laws unless (i) there has been a successful adjudication on the merits of each count involving alleged securities law violations as to the particular indemnitee, (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee, or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and finds that indemnification of the settlement and related costs should be made, and, as relates to (iii), the court of law considering the request for indemnification has been advised of the position of the SEC and the position of any state securities regulatory authority in which securities of Aimco OP were offered or sold as to indemnification for violations of securities laws. Aimco OP shall not incur the cost of that portion of liability insurance, if any, which insures the general partner for any liability as to which the general partner is prohibited from being indemnified as described in this paragraph. Finally, the general partner has agreed that the provision of advancement from Aimco OP funds to the general partner or any of its affiliates for legal expenses and other costs incurred as a result of any legal action is permissible if (i) the legal action relates to acts or omissions with respect to the performance of duties or services on behalf of Aimco OP; (ii) the legal action is initiated by a third party who is not a limited partner of Aimco OP, or the legal action is initiated by a limited partner and a court of competent jurisdiction specifically approves such advancement; and (iii) the general partner or its affiliates undertake to repay the advanced funds to Aimco OP in cases in which such person is not entitled to indemnification.

under this paragraph.

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As of March 31, 2011, Aimco OP had issued and outstanding the following partnership interests:

Class	Units Outstanding	Quarterly Distribution per Unit	Liquidation	
			Preference per Unit	
Partnership Common Units (OP Units)	125,234,221	\$		N/A
Class T Partnership Preferred Units	6,000,000	\$	0.50	\$ 25.00
Class U Partnership Preferred Units	12,000,000	\$	0.485	\$ 25.00
Class V Partnership Preferred Units	3,450,000	\$	0.50	\$ 25.00
Class Y Partnership Preferred Units	3,450,000	\$	0.4925	\$ 25.00
Series A Community Reinvestment Act Perpetual Partnership Preferred Units(1)	114	\$	1,937.50	\$ 500,000.00
Class One Partnership Preferred Units(2)	90,000	\$	2.00	\$ 91.43
Class Two Partnership Preferred Units(2)	19,339	\$	0.12	\$ 25.00
Class Three Partnership Preferred Units(2)	1,365,971	\$	0.4925	\$ 25.00
Class Four Partnership Preferred Units(2)	755,999	\$	0.50	\$ 25.00
Class Six Partnership Preferred Units(2)	796,668	\$	0.5325	\$ 25.00
Class Seven Partnership Preferred Units(2)	27,960	\$	0.595	\$ 25.00
Class Eight Partnership Preferred Units(3)	6,250	\$		N/A
Class I High Performance Partnership Units (HPU)(3)	2,339,950	\$		N/A

- (1) The Series A Community Reinvestment Act Perpetual Partnership Preferred Units, or the CRA Preferred Units, have substantially the same terms as Aimco's Series A Community Reinvestment Act Perpetual Preferred Stock, or the CRA Preferred Stock. Holders of the CRA Preferred Units are entitled to cumulative cash dividends payable quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, when and as declared, beginning on September 30, 2006. For the period from the date of original issuance through March 31, 2015, the distribution rate is a variable rate per annum equal to the Three-Month LIBOR Rate (as defined in the articles supplementary designating the CRA Preferred Stock) plus 1.25%, calculated as of the beginning of each quarterly dividend period. The rate at March 31, 2011 was 1.55%. Upon liquidation, holders of the CRA Preferred Stock are entitled to a preference of \$500,000 per share, plus an amount equal to accumulated, accrued and unpaid dividends, whether or not earned or declared. The CRA Preferred Units rank prior to Common OP Units and on the same level as Aimco OP's other Preferred OP Units, with respect to the payment of distributions and the distribution of amounts upon liquidation, dissolution or winding up. The CRA Preferred Units are not redeemable prior to June 30, 2011, except in limited circumstances related to Aimco's REIT qualification. On and after June 30, 2011, the CRA Preferred Units are redeemable for cash, in whole or from time to time in part, upon the redemption, at Aimco's option, of its CRA Preferred Stock at a price per share equal to the liquidation preference, plus accumulated, accrued and unpaid distributions, if any, to the redemption date.
- (2) The Class One, Class Two, Class Three, Class Four, Class Six and Class Seven preferred OP Units are redeemable, at the holders' option. Aimco OP, at its sole discretion, may settle such redemption requests in cash

or shares of Aimco Common Stock in a value equal to the redemption preference. In the event Aimco OP requires Aimco to issue shares to settle a redemption request, it would issue to Aimco a corresponding number of OP Units. Aimco OP has a redemption policy that requires cash settlement of redemption requests for the redeemable preferred OP Units, subject to limited exceptions.

- (3) The holders of Class Eight preferred OP Units and HPUs receive the same amount of distributions that are paid to holders of an equivalent number of Aimco OP s outstanding OP Units.

Distributions

Subject to the rights of holders of any outstanding partnership preferred units, the Aimco OP partnership agreement requires the general partner to cause Aimco OP to distribute quarterly all, or such portion as the general

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partner may in its sole and absolute discretion determine, of Available Cash (as defined in the partnership agreement) generated by Aimco OP during such quarter to the general partner, the special limited partner, the other holders of OP Units and holders of HPUs on the record date established by the general partner with respect to such quarter, in accordance with their respective interests in Aimco OP on such record date. Holders of any partnership preferred units issued in the future may have priority over the general partner, the special limited partner, holders of OP Units and holders of HPUs with respect to distributions of Available Cash, distributions upon liquidation or other distributions.

Distributions payable with respect to any interest in Aimco OP that was not outstanding during the entire quarterly period in respect of which any distribution is made will be prorated based on the portion of the period that such interest was outstanding. The general partner in its sole and absolute discretion may distribute to the limited partners Available Cash on a more frequent basis and provide for an appropriate record date. The partnership agreement requires the general partner to take such reasonable efforts, as determined by it in its sole and absolute discretion and consistent with the requirements for qualification as a REIT, to cause Aimco OP to distribute sufficient amounts to enable the general partner to transfer funds to Aimco and enable Aimco to pay stockholder dividends that will (i) satisfy the requirements, or the REIT Requirements, for qualifying as a REIT under the Internal Revenue Code of 1986, as amended, or the Code and the applicable regulations promulgated by the U.S. Treasury Department, or the Treasury Regulations and (ii) avoid any United States Federal income or excise tax liability of Aimco.

While some of the debt instruments to which Aimco OP is a party, including its credit facilities, contain restrictions on the payment of distributions to OP Unitholders, the debt instruments allow Aimco OP to distribute sufficient amounts to enable the general partner and special limited partner to transfer funds to Aimco which are then used to pay stockholder dividends thereby allowing Aimco to meet the requirements for qualifications as a REIT under the Code.

Distributions in Kind. No OP Unitholder has any right to demand or receive property other than cash as provided in the partnership agreement. The general partner may determine, in its sole and absolute discretion, to make a distribution in kind of partnership assets to the OP Unitholders, and such assets will be distributed in such a fashion as to ensure that the fair market value is distributed and allocated in accordance with the Aimco OP partnership agreement.

Distributions Upon Liquidation. Subject to the rights of holders of any outstanding partnership preferred units, net proceeds from the sale or other disposition of all or substantially all of its assets in a transaction that will lead to a liquidation of Aimco OP or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the assets of Aimco OP, or a Terminating Capital Transaction, and any other cash received or reductions in reserves made after commencement of the liquidation of Aimco OP, will be distributed to the OP Unitholders in accordance with the Aimco OP partnership agreement.

Restricted Distributions. The Aimco OP partnership agreement prohibits Aimco OP and the general partner, on behalf of Aimco OP, from making a distribution to any OP Unitholder on account of its interest in OP Units if such distribution would violate Section 17-607 of the Delaware Act or other applicable law.

Allocations of Net Income and Net Loss

OP Units and HPUs. Net Income (as defined in the Aimco OP partnership agreement) and Net Loss (as defined in the Aimco OP partnership agreement) of Aimco OP will be determined and allocated with respect to each fiscal year of Aimco OP as of the end of each such year. Except as otherwise provided in the Aimco OP partnership agreement, an allocation to an OP Unitholder of a share of Net Income or Net Loss will be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Income or Net Loss. Except as otherwise provided in the Aimco OP partnership agreement and subject to the terms of any outstanding partnership preferred units, Net Income and Net Loss will be allocated to the holders of OP Units and holders of HPUs

in accordance with their respective interests at the end of each fiscal year. The Aimco OP partnership agreement contains provisions for special allocations intended to comply with certain regulatory requirements, including the requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Except as otherwise provided in the Aimco OP partnership agreement and subject to the terms of any outstanding partnership preferred units, for U.S. Federal income tax purposes under the Code and the Treasury Regulations, each partnership item of income,

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gain, loss and deduction will be allocated among the OP Unitholders in the same manner as its correlative item of book income, gain, loss or deduction is allocated under the Aimco OP partnership agreement.

Partnership Preferred Units. Net income will be allocated to the holders of partnership preferred units for any fiscal year (and, if necessary, subsequent fiscal years) to the extent that the holders of partnership preferred units receive a distribution on any partnership preferred units (other than an amount included in any redemption of partnership preferred units). If any partnership preferred units are redeemed, for the fiscal year that includes such redemption (and, if necessary, for subsequent fiscal years) (i) gross income and gain (in such relative proportions as the general partner in its discretion will determine) will be allocated to the holders of partnership preferred units to the extent that the redemption amounts paid or payable with respect to the partnership preferred units so redeemed exceeds the aggregate capital contributions (net of liabilities assumed or taken subject to by Aimco OP) per partnership preferred units allocable to the partnership preferred units so redeemed and (ii) deductions and losses (in such relative proportions as the general partner in its discretion will determine) will be allocated to the holders of partnership preferred units to the extent that the aggregate capital contributions (net of liabilities assumed or taken subject to by Aimco OP) per partnership preferred units allocable to the partnership preferred units so redeemed exceeds the redemption amount paid or payable with respect to the partnership preferred units so redeemed.

Withholding

Aimco OP is authorized to withhold from or pay on behalf of or with respect to each limited partner any amount of Federal, state, local or foreign taxes that the general partner determines that Aimco OP is required to withhold or pay with respect to any amount distributable or allocable to such limited partner under the Aimco OP partnership agreement. The Aimco OP partnership agreement also provides that any withholding tax amount paid on behalf of or with respect to a limited partner constitutes a loan by Aimco OP to such limited partner. This loan is required to be repaid within 15 days after notice to the limited partner from the general partner, and each limited partner grants a security interest in its partnership interest to secure its obligation to pay any partnership withholding tax amounts paid on its behalf or with respect to such limited partner. In addition, under the Aimco OP partnership agreement, the partnership may redeem the partnership interest of any limited partner who fails to pay partnership withholding tax amounts paid on behalf of or with respect to such limited partner. Also, the general partner has authority to withhold, from any amounts otherwise distributable, allocable or payable to a limited partner, the general partner's estimate of further taxes required to be paid by such limited partner.

Return of Capital

No partner is entitled to interest on its capital contribution or on such partner's capital account. Except (i) under the rights of redemption set forth in the Aimco OP partnership agreement, (ii) as provided by law, or (iii) under the terms of any outstanding partnership preferred units, no partner has any right to demand or receive the withdrawal or return of its capital contribution from Aimco OP, except to the extent of distributions made under the Aimco OP partnership agreement or upon termination of Aimco OP. Except to the extent otherwise expressly provided in the Aimco OP partnership agreement and subject to the terms of any outstanding partnership preferred units, no limited partner or assignee will have priority over any other limited partner or assignee either as to the return of capital contributions or as to profits, losses or distributions.

Redemption Rights of Qualifying Parties

After the first anniversary of becoming a holder of OP Units, each OP Unitholder and some assignees have the right, subject to the terms and conditions set forth in the Aimco OP partnership agreement, to require Aimco OP to redeem all or a portion of the OP Units held by such party in exchange for shares of Aimco common stock or a cash amount equal to the value of such shares, as Aimco OP may determine. On or before the close of business on the fifth business

day after a holder of OP Units gives the general partner a notice of redemption, Aimco OP may, in its sole and absolute discretion but subject to the restrictions on the ownership of Aimco stock imposed under Aimco's charter and the transfer restrictions and other limitations thereof, elect to cause Aimco to acquire some or all of the tendered OP Units from the tendering party in exchange for Aimco common stock, based on an exchange ratio of one share of Aimco common stock for each OP Unit, subject to adjustment as provided in the Aimco OP partnership agreement. The Aimco OP partnership agreement does not obligate Aimco or the general partner to register, qualify

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or list any Aimco common stock issued in exchange for OP Units with the SEC, with any state securities commissioner, department or agency, or with any stock exchange. Aimco common stock issued in exchange for OP Units under the Aimco OP partnership agreement will contain legends regarding restrictions under the Securities Act and applicable state securities laws as Aimco in good faith determines to be necessary or advisable in order to ensure compliance with securities laws. In the event of a change of control of Aimco, holders of HPUs will have redemption rights similar to those of holders of OP Units.

Partnership Right to Call Limited Partner Interests

Notwithstanding any other provision of the Aimco OP partnership agreement, on and after the date on which the aggregate percentage interests of the limited partners, other than the special limited partner, are less than one percent (1%), Aimco OP will have the right, but not the obligation, from time to time and at any time to redeem any and all outstanding limited partner interests (other than the special limited partner's interest) by treating any limited partner as if such limited partner had tendered for redemption under the Aimco OP partnership agreement the amount of OP Units specified by the general partner, in its sole and absolute discretion, by notice to the limited partner.

Transfers and Withdrawals

Restrictions On Transfer. The Aimco OP partnership agreement restricts the transferability of OP Units. Any transfer or purported transfer of an OP Unit not made in accordance with the Aimco OP partnership agreement will be null and void ab initio. Until the expiration of one year from the date on which an OP Unitholder acquired OP Units, subject to some exceptions, such OP Unitholder may not transfer all or any portion of its OP Units to any transferee without the consent of the general partner, which consent may be withheld in its sole and absolute discretion. After the expiration of one year from the date on which an OP Unitholder acquired OP Units, such OP Unitholder has the right to transfer all or any portion of its OP Units to any person, subject to the satisfaction of specific conditions specified in the Aimco OP partnership agreement, including the general partner's right of first refusal.

It is a condition to any transfer (whether or not such transfer is effected before or after the one year holding period) that the transferee assumes by operation of law or express agreement all of the obligations of the transferor limited partner under the Aimco OP partnership agreement with respect to such OP Units, and no such transfer (other than under a statutory merger or consolidation wherein all obligations and liabilities of the transferor partner are assumed by a successor corporation by operation of law) will relieve the transferor partner of its obligations under the Aimco OP partnership agreement without the approval of the general partner, in its sole and absolute discretion.

In connection with any transfer of OP Units, the general partner will have the right to receive an opinion of counsel reasonably satisfactory to it to the effect that the proposed transfer may be effected without registration under the Securities Act, and will not otherwise violate any federal or state securities laws or regulations applicable to Aimco OP or the OP Units transferred.

No transfer by a limited partner of its OP Units (including any redemption or any acquisition of OP Units by the general partner or by Aimco OP) may be made to any person if (i) in the opinion of legal counsel for Aimco OP, it would result in Aimco OP being treated as an association taxable as a corporation, or (ii) such transfer is effectuated through an established securities market or a secondary market (or the substantial equivalent thereof) within the meaning of Section 7704 of the Code.

HPUs. HPUs are subject to different restrictions on transfer. Individuals may not transfer HPUs except to a family member (or a family-owned entity) or in the event of their death.

Substituted Limited Partners. No limited partner will have the right to substitute a transferee as a limited partner in its place. A transferee of the interest of a limited partner may be admitted as a substituted limited partner only with the consent of the general partner, which consent may be given or withheld by the general partner in its sole and absolute discretion. If the general partner, in its sole and absolute discretion, does not consent to the admission of any permitted transferee as a substituted limited partner, such transferee will be considered an assignee for purposes of the Aimco OP partnership agreement. An assignee will be entitled to all the rights of an assignee of a limited partnership interest under the Delaware Act, including the right to receive distributions from Aimco OP and the share of Net Income, Net Losses and other items of income, gain, loss, deduction and credit of Aimco OP

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attributable to the OP Units assigned to such transferee and the rights to transfer the OP Units provided in the Aimco OP partnership agreement, but will not be deemed to be a holder of OP Units for any other purpose under the Aimco OP partnership agreement, and will not be entitled to effect a consent or vote with respect to such OP Units on any matter presented to the limited partners for approval (such right to consent or vote, to the extent provided in the Aimco OP partnership agreement or under the Delaware Act, fully remaining with the transferor limited partner).

Withdrawals. No limited partner may withdraw from Aimco OP other than as a result of a permitted transfer of all of such limited partner's OP Units in accordance with the Aimco OP partnership agreement, with respect to which the transferee becomes a substituted limited partner, or under a redemption (or acquisition by Aimco) of all of such limited partner's OP Units.

Restrictions on the general partner. The general partner may not transfer any of its general partner interest or withdraw from Aimco OP unless (i) the limited partners consent or (ii) immediately after a merger of the general partner into another entity, substantially all of the assets of the surviving entity, other than the general partnership interest in Aimco OP held by the general partner, are contributed to Aimco OP as a capital contribution in exchange for OP Units.

Amendment of the Partnership Agreement

By the General Partner Without the Consent of the Limited Partners. The general partner has the power, without the consent of the limited partners, to amend the Aimco OP partnership agreement as may be required to facilitate or implement any of the following purposes: (1) to add to the obligations of the general partner or surrender any right or power granted to the general partner or any affiliate of the general partner for the benefit of the limited partners; (2) to reflect the admission, substitution or withdrawal of partners or the termination of Aimco OP in accordance with the partnership agreement; (3) to reflect a change that is of an inconsequential nature and does not adversely affect the limited partners in any material respect, or to cure any ambiguity, correct or supplement any provision in the partnership agreement not inconsistent with law or with other provisions, or make other changes with respect to matters arising under the partnership agreement that will not be inconsistent with law or with the provisions of the partnership agreement; (4) to satisfy any requirements, conditions or guidelines contained in any order, directive, opinion, ruling or regulation of a federal or state agency or contained in federal or state law; (5) to reflect such changes as are reasonably necessary for Aimco to maintain its status as a REIT; and (6) to modify the manner in which capital accounts are computed (but only to the extent set forth in the definition of Capital Account in the Aimco OP partnership agreement or contemplated by the Code or the Regulations).

With the Consent of the Limited Partners. Amendments to the Aimco OP partnership agreement may be proposed by the general partner or by holders of a majority of the outstanding OP Units and other classes of units that have the same voting rights as holders of OP Units, excluding the special limited partner. Following such proposal, the general partner will submit any proposed amendment to the limited partners. The general partner will seek the written consent of a majority in interest of the limited partners on the proposed amendment or will call a meeting to vote thereon and to transact any other business that the general partner may deem appropriate.

Procedures for Actions and Consents of Partners

Meetings of the partners may be called by the general partner and will be called upon the receipt by the general partner of a written request by a majority in interest of the limited partners. Notice of any such meeting will be given to all partners not less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting. Each meeting of partners will be conducted by the general partner or such other person as the general partner may appoint under such rules for the conduct of the meeting as the general partner or such other person deems appropriate in its sole and absolute discretion. Whenever the vote or consent of

partners is permitted or required under the partnership agreement, such vote or consent may be given at a meeting of partners or may be given by written consent. Any action required or permitted to be taken at a meeting of the partners may be taken without a meeting if a written consent setting forth the action so taken is signed by partners holding a majority of outstanding OP Units (or such other percentage as is expressly required by the Aimco OP partnership agreement for the action in question).

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Records and Accounting; Fiscal Year

The Aimco OP partnership agreement requires the general partner to keep or cause to be kept at the principal office of Aimco OP those records and documents required to be maintained by the Delaware Act and other books and records deemed by the general partner to be appropriate with respect to Aimco OP's business. The books of Aimco OP will be maintained, for financial and tax reporting purposes, on an accrual basis in accordance with generally accepted accounting principles, or on such other basis as the general partner determines to be necessary or appropriate. To the extent permitted by sound accounting practices and principles, Aimco OP, the general partner and Aimco may operate with integrated or consolidated accounting records, operations and principles. The fiscal year of Aimco OP is the calendar year.

Reports

As soon as practicable, but in no event later than one hundred and five (105) days after the close of each calendar quarter and each fiscal year, the general partner will make available to limited partners (which may be done by filing a report with the SEC) a report containing financial statements of Aimco OP, or of Aimco if such statements are prepared solely on a consolidated basis with Aimco, for such calendar quarter or fiscal year, as the case may be, presented in accordance with generally accepted accounting principles, and such other information as may be required by applicable law or regulation or as the general partner determines to be appropriate. Statements included in quarterly reports are not audited. Statements included in annual reports are audited by a nationally recognized firm of independent public accountants selected by the general partner.

Tax Matters Partner

The general partner is the tax matters partner of Aimco OP for U.S. Federal income tax purposes. The tax matters partner is authorized, but not required, to take certain actions on behalf of Aimco OP with respect to tax matters. In addition, the general partner will arrange for the preparation and timely filing of all returns with respect to partnership income, gains, deductions, losses and other items required of Aimco OP for U.S. Federal and state income tax purposes and will use all reasonable effort to furnish, within ninety (90) days of the close of each taxable year, the tax information reasonably required by limited partners for U.S. Federal and state income tax reporting purposes. The limited partners will promptly provide the general partner with such information as may be reasonably requested by the general partner from time to time.

Dissolution and Winding Up

Dissolution. Aimco OP will dissolve, and its affairs will be wound up, upon the first to occur of any of the following (each a liquidating event): (i) an event of withdrawal, as defined in the Delaware Act (including, without limitation, bankruptcy), of the sole general partner unless, within ninety (90) days after the withdrawal, a majority in interest (as such phrase is used in Section 17-801(3) of the Delaware Act) of the remaining partners agree in writing, in their sole and absolute discretion, to continue the business of Aimco OP and to the appointment, effective as of the date of withdrawal, of a successor general partner; (ii) an election to dissolve Aimco OP made by the general partner in its sole and absolute discretion, with or without the consent of the limited partners; (iii) entry of a decree of judicial dissolution of Aimco OP under the provisions of the Delaware Act; (iv) the occurrence of a Terminating Capital Transaction; or (v) the redemption (or acquisition by Aimco, the general partner and/or the special limited partner) of all OP Units other than OP Units held by the general partner or the special limited partner.

Winding Up. Upon the occurrence of a liquidating event, Aimco OP will continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and partners. The general partner (or, in the event that there is no remaining general partner or the general partner has dissolved, become bankrupt within the meaning of the Delaware Act or ceased to operate, any person elected by a majority in interest of the limited partners) will be responsible for overseeing the winding up and dissolution of Aimco OP and will take full account of Aimco OP's liabilities and property, and Aimco OP property will be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom (which may, to the extent determined by the general partner, include Aimco stock) will be applied and distributed in the following order: (i) first, to the satisfaction of all of Aimco OP's debts and liabilities to creditors other than the

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partners and their assignees (whether by payment or the making of reasonable provision for payment thereof); (ii) second, to the satisfaction of all Aimco OP's debts and liabilities to the general partner (whether by payment or the making of reasonable provision for payment thereof), including, but not limited to, amounts due as reimbursements under the partnership agreement; (ii) third, to the satisfaction of all of Aimco OP's debts and liabilities to the other partners and any assignees (whether by payment or the making of reasonable provision for payment thereof); (iv) fourth, to the satisfaction of all liquidation preferences of outstanding Partnership Preferred Units, if any; and (v) the balance, if any, to the general partner, the limited partners and any assignees in accordance with and in proportion to their positive capital account balances, after giving effect to all contributions, distributions and allocations for all periods. In the event of a liquidation, holders of HPU's will be specially allocated items of income and gain in an amount sufficient to cause the capital account of such holder to be equal to that of a holder of an equal number of OP Units.

Table of Contents**DESCRIPTION OF AIMCO COMMON STOCK****General**

Aimco's charter authorizes the issuance of up to 485,687,260 shares of common stock. As of July 21, 2011, 120,802,584 shares were issued and outstanding. Aimco common stock is traded on the NYSE under the symbol AIV. Computershare Limited serves as transfer agent and registrar of Aimco common stock. On July 21, 2011, the closing price of the Aimco common stock on the NYSE was \$27.97. The following table shows the high and low reported sales prices and dividends paid per share of Aimco's common stock in the periods indicated.

Quarter Ended	High	Low	Dividends
September 30, 2011 (through July 21, 2011)	\$ 28.12	\$ 25.41	\$ 0.00
June 30, 2011	27.67	24.50	0.12
March 31, 2011	26.33	23.38	0.12
December 31, 2010	\$ 26.24	\$ 21.22	\$ 0.10
September 30, 2010	22.82	18.12	0.10
June 30, 2010	24.21	18.14	0.10
March 31, 2010	19.17	15.01	0.00
December 31, 2009	\$ 17.09	\$ 11.80	\$ 0.20
September 30, 2009	15.91	7.36	0.10
June 30, 2009	11.10	5.18	0.10
March 31, 2009	12.89	4.57	0.00

Aimco has a Stock Award and Incentive Plan to attract and retain officers, key employees and independent directors. Aimco's plan reserves for issuance a maximum of 4.1 million shares, which may be in the form of incentive stock options, non-qualified stock options and restricted stock, or other types of awards as authorized under Aimco's plan.

Holders of Aimco common stock are entitled to receive dividends, when and as declared by Aimco's Board of Directors, out of funds legally available therefor. The holders of shares of common stock, upon any liquidation, dissolution or winding up of Aimco, are entitled to receive ratably any assets remaining after payment in full of all liabilities of Aimco and the liquidation preferences of preferred stock. The shares of common stock possess ordinary voting rights for the election of directors and in respect of other corporate matters, each share entitling the holder thereof to one vote. Holders of shares of common stock do not have cumulative voting rights in the election of directors, which means that holders of more than 50% of the shares of common stock voting for the election of directors can elect all of the directors if they choose to do so and the holders of the remaining shares cannot elect any directors. Holders of shares of common stock do not have preemptive rights, which means they have no right to acquire any additional shares of common stock that may be issued by Aimco at a subsequent date.

Outstanding Classes Of Preferred Stock

Aimco's charter authorizes the issuance of up to 24,900,240 shares of preferred stock with a par value of \$0.01 per share. Aimco is authorized to issue shares of preferred stock in one or more classes or subclasses, with such designations, preferences, conversion and other rights, voting powers, restriction, limitations as to dividends, qualifications and terms and conditions of redemption, in each case, if any as are permitted by Maryland law and as

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the Aimco Board of Directors may determine by resolution. As of March 31, 2011, Aimco had issued and outstanding the following classes of preferred stock:

Class	Shares Authorized	Shares Outstanding	Quarterly Dividend per Share	Liquidation Preference per Share	Conversion Price
Class T Cumulative Preferred Stock	6,000,000	6,000,000	\$ 0.50	\$ 25.00	N/A
Class U Cumulative Preferred Stock	12,000,000	12,000,000	\$ 0.485	\$ 25.00	N/A
Class V Cumulative Preferred Stock	3,450,000	3,450,000	\$ 0.50	\$ 25.00	N/A
Class Y Cumulative Preferred Stock	3,450,000	3,450,000	\$ 0.4925	\$ 25.00	N/A
Series A Community Reinvestment Act Perpetual Preferred Stock(1)	240	114	\$ 1,937.50	\$ 500,000.00	N/A

- (1) For the period from the date of original issuance through March 31, 2015, the dividend rate is a variable rate per annum equal to the Three-Month LIBOR Rate (as defined in the articles supplementary designating the CRA Preferred Stock) plus 1.25%, calculated as of the beginning of each quarterly dividend period. The rate at March 31, 2011 was 1.55%. Upon liquidation, holders of the CRA Preferred Stock are entitled to a preference of \$500,000 per share, plus an amount equal to accumulated, accrued and unpaid dividends, whether or not earned or declared. The CRA Preferred Stock ranks prior to the Aimco common stock and on the same level as Aimco's outstanding shares of preferred stock with respect to the payment of dividends and the distribution of amounts upon liquidation, dissolution or winding up. The CRA Preferred Stock is not redeemable prior to June 30, 2011, except in limited circumstances related to REIT qualification. On and after June 30, 2011, the CRA Preferred Stock is redeemable for cash, in whole or from time to time in part, at Aimco's option, at a price per share equal to the liquidation preference, plus accumulated, accrued and unpaid dividends, if any, to the redemption date.

Ranking. Each authorized class of preferred stock ranks, with respect to dividend rights and rights upon liquidation, dissolution or winding up of Aimco, (a) prior or senior to the common stock and any other class or series of capital stock of Aimco if the holders of that class of preferred stock are entitled to the receipt of dividends or amounts distributable upon liquidation, dissolution or winding-up in preference or priority to the holders of shares of such class or series (Junior Stock); (b) on a parity with the other authorized classes of preferred stock and any other class or series of capital stock of Aimco if the holders of such class or series of stock and that class of preferred stock are entitled to receive dividends and amounts distributable upon liquidation, dissolution or winding-up in proportion to their respective amounts of accrued and unpaid dividends per share or liquidation preferences, without preference or priority of one over the other (Parity Stock); and (c) junior to any class or series of capital stock of Aimco if the holders of such class or series are entitled to receive dividends and amounts distributable upon liquidation, dissolution or winding-up in preference or priority to the holders of that class of preferred stock (Senior Stock).

Dividends. Holders of each authorized class of preferred stock are entitled to receive, when and as declared by Aimco's board of directors, out of funds legally available for payment, quarterly cash dividends in the amount per share set forth in the table above under the heading, Quarterly Dividend Per Share. The dividends are cumulative from the date of original issue, whether or not in any dividend period or periods Aimco declares any dividends or have

funds legally available for the payment of such dividend. Holders of preferred stock are not entitled to receive any dividends in excess of cumulative dividends on the preferred stock. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the preferred stock that may be in arrears.

When dividends are not paid in full upon any class of preferred stock, or a sum sufficient for such payment is not set apart, all dividends declared upon that class of preferred stock and any shares of Parity Stock will be declared ratably in proportion to the respective amounts of dividends accumulated, accrued and unpaid on that class of preferred stock and accumulated, accrued and unpaid on such Parity Stock. Except as set forth in the preceding sentence, unless dividends on each class of preferred stock equal to the full amount of accumulated, accrued and unpaid dividends have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been or contemporaneously is set apart for such payment, for all past dividend periods, no

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dividends may be declared or paid or set apart for payment by Aimco and no other distribution of cash or other property may be declared or made, directly or indirectly, by Aimco with respect to any shares of Parity Stock. Unless dividends equal to the full amount of all accumulated, accrued and unpaid dividends on each class of preferred stock have been declared and paid, or declared and a sum sufficient for the payment thereof has been set apart for such payment, for all past dividend periods, no dividends (other than dividends or distributions paid in shares of Junior Stock or options, warrants or rights to subscribe for or purchase shares of Junior Stock) may be declared or paid or set apart for payment by Aimco and no other distribution of cash or other property may be declared or made, directly or indirectly, by Aimco with respect to any shares of Junior Stock, nor may any shares of Junior Stock be redeemed, purchased or otherwise acquired (other than a redemption, purchase or other acquisition of common stock made for purposes of an employee incentive or benefit plan of Aimco or any subsidiary) for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any shares of any such stock), directly or indirectly, by Aimco (except by conversion into or exchange for shares of Junior Stock, or options, warrants or rights to subscribe for or purchase shares of Junior Stock), nor shall any other cash or other property be paid or distributed to or for the benefit of holders of shares of Junior Stock. Notwithstanding the foregoing provisions of this paragraph, Aimco is not prohibited from (1) declaring or paying or setting apart for payment any dividend or distribution on any shares of Parity Stock or (2) redeeming, purchasing or otherwise acquiring any Parity Stock, in each case, if such declaration, payment, redemption, purchase or other acquisition is necessary to maintain Aimco's qualification as a REIT.

Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of Aimco, before it makes or sets apart any payment or distribution for the holders of any shares of Junior Stock, the holders of each class of preferred stock are entitled to receive a liquidation preference per share in the amount set forth above under the heading, Liquidation Preference Per Share, plus an amount equal to all accumulated, accrued and unpaid dividends (whether or not formed or declared) to the date of final distribution to such holders. Holders of each class of preferred stock are not entitled to any further payment. Until the holders of each class of preferred stock have been paid their respective liquidation preferences in full, plus an amount equal to all accumulated, accrued and unpaid dividends (whether or not earned or declared) to the date of final distribution to such holders, no payment may be made to any holder of Junior Stock upon the liquidation, dissolution or winding up of Aimco. If, upon any liquidation, dissolution or winding up of Aimco, its assets, or proceeds thereof, distributable among the holders of preferred stock are insufficient to pay in full the preference described above for any class of preferred stock and any liquidating payments on any other shares of any class or series of Parity Stock, then such proceeds shall be distributed among the holders of such class of preferred stock and holders of all other shares of any class or series of Parity Stock ratably in the same proportion as the respective amounts that would be payable on such class of preferred stock and any such Parity Stock if all amounts payable thereon were paid in full. A voluntary or involuntary liquidation, dissolution or winding up of Aimco does not include its consolidation or merger with one or more corporations, a sale or transfer of all or substantially all of its assets, or a statutory share exchange. Upon any liquidation, dissolution or winding up of Aimco, after payment shall have been made in full to the holders of preferred stock, any other series or class or classes of Junior Stock shall be entitled to receive any and all assets remaining to be paid or distributed, and the holders of each class of preferred stock and any Parity Stock shall not be entitled to share therein.

Redemption. Except as described below and in certain limited circumstances, including circumstances relating to maintaining Aimco's ability to qualify as a REIT, Aimco may not redeem the shares of preferred stock. On or after the dates set forth in the table below, Aimco may, at its option, redeem shares of the classes of preferred stock set forth below, in whole or from time to time in part, at a cash redemption price equal to the percentage of the liquidation preference for that class of preferred stock indicated under the heading, Price, plus all accumulated, accrued and unpaid dividends, if any, to the date fixed for redemption. The redemption price for each class of non-convertible preferred stock (other than any portion thereof consisting of accumulated, accrued and unpaid dividends) is payable solely with the proceeds from the sale of equity securities by Aimco or Aimco OP (whether or not such sale occurs concurrently with such redemption). For purposes of the preceding sentence, capital shares means any common stock,

preferred stock, depositary shares, partnership or other interests, participations or other ownership interests (however designated) and any rights (other than debt securities convertible into or exchangeable

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at the option of the holder for equity securities (unless and to the extent such debt securities are subsequently converted into capital stock)) or options to purchase any of the foregoing securities issued by Aimco or Aimco OP.

Class	Date	Price
Class T Cumulative Preferred Stock	July 31, 2008	100%
Class U Cumulative Preferred Stock	March 24, 2009	100%
Class V Cumulative Preferred Stock	September 29, 2009	100%
Class Y Cumulative Preferred Stock	December 21, 2009	100%
Series A Community Reinvestment Act Perpetual Preferred Stock	June 30, 2011	100%

Except as otherwise described in this consent solicitation/prospectus, none of the authorized classes of preferred stock have any stated maturity or are subject to any sinking fund or mandatory redemption provisions.

Conversion. The shares of convertible preferred stock are convertible at any time, at the option of the holder, into a number of shares of common stock obtained by dividing its liquidation preference (excluding any accumulated, accrued and unpaid dividends) by the conversion price set forth in the table above. In the case of shares called for redemption, conversion rights will terminate at the close of business on the date fixed for such redemption, unless Aimco defaults in making such redemption payment. Each conversion will be deemed to have been effected immediately prior to the close of business on the date on which the holder surrenders certificates representing shares of preferred stock and Aimco receives notice and any applicable instruments of transfer and any required taxes. The conversion will be at the conversion price in effect at such time and on such date unless the stock transfer books of Aimco are closed on that date, in which event such person or persons will be deemed to have become such holder or holders of record at the close of business on the next succeeding day on which such stock transfer books are open, but such conversion will be at the conversion price in effect on the date on which such shares were surrendered and such notice received by Aimco. No fractional shares of common stock or scrip representing fractions of a share of common stock will be issued upon conversion of shares of preferred stock. Instead of any fractional interest in a share of common stock that would otherwise be deliverable upon the conversion of any share of preferred stock, Aimco will pay to the holder of such shares an amount in cash based upon the closing price of the common stock on the trading day immediately preceding the date of conversion. If more than one share of preferred stock is surrendered for conversion at one time by the same holder, the number of full shares of common stock issuable upon conversion thereof will be computed on the basis of the aggregate number of shares of preferred stock so converted. Except as otherwise required, Aimco will make no payment or allowance for unpaid dividends, whether or not in arrears, on converted shares or for dividends (other than dividends on the common stock the record date for which is after the conversion date and which Aimco shall pay in the ordinary course to the record holder as of the record date) on the common stock issued upon such conversion. Holders of preferred stock at the close of business on a record date for the payment of dividends on the preferred stock will be entitled to receive an amount equal to the dividend payable on such shares on the corresponding dividend payment date notwithstanding the conversion of such shares following such record date.

Each conversion price is subject to adjustment upon the occurrence of certain events, including: (i) if Aimco (A) pays a dividend or makes a distribution on its capital stock in shares of common stock, (B) subdivides its outstanding common stock into a greater number of shares, (C) combines its outstanding common stock into a smaller number of shares or (D) issues any shares of capital stock by reclassification of its outstanding common stock; (ii) if Aimco issues rights, options or warrants to holders of common stock entitling them to subscribe for or purchase common stock at a price per share less than the fair market value thereof; and (iii) if Aimco makes a distribution on its common stock other than in cash or shares of common stock.

Conversion of preferred stock will be permitted only to the extent that such conversion would not result in a violation of the ownership restrictions set forth in Aimco's charter.

Voting Rights. Holders of shares of the authorized classes of preferred stock do not have any voting rights, except as set forth below and except as otherwise required by applicable law.

If and whenever dividends on any shares of any class of preferred stock or any series or class of Parity Stock are in arrears for six or more quarterly periods, whether or not consecutive, the number of directors then constituting

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Aimco's board of directors will be increased by two, if not already increased by reason of similar types of provisions with respect to shares of Parity Stock of any other class or series which is entitled to similar voting rights (the "Voting Preferred Stock"), and the holders of shares of that class of preferred stock, together with the holders of shares of all other Voting Preferred Stock then entitled to exercise similar voting rights, voting as a single class regardless of series, will be entitled to vote for the election of the two additional directors of Aimco at any annual meeting of stockholders or at a special meeting of the holders of that class of preferred stock and of the Voting Preferred Stock called for that purpose. Whenever dividends in arrears on outstanding shares of Voting Preferred Stock shall have been paid and dividends thereon for the current quarterly dividend period have been paid or declared and set apart for payment, then the right of the holders of the Voting Preferred Stock to elect the additional two directors shall cease and the terms of office of the directors shall terminate and the number of directors constituting Aimco's board of directors shall be reduced accordingly. Holders of Class W Cumulative Convertible Preferred Stock, voting as a single class, are also entitled to elect one director of Aimco if and whenever (i) for two consecutive quarterly dividend periods, Aimco fails to pay at least \$0.45 per share in dividends on the Aimco common stock or (ii) Aimco fails to pay a quarterly dividend on that class of preferred stock, whether or not earned or declared.

The affirmative vote or consent of at least 66 $\frac{2}{3}$ % of the votes entitled to be cast by the holders of the outstanding shares of each class of preferred stock and the holders of all other classes or series of Parity Stock entitled to vote on such matters, voting as a single class, will be required to (1) authorize, create, increase the authorized amount of, or issue any shares of any class of Senior Stock or any security convertible into shares of any class of Senior Stock, or (2) amend, alter or repeal any provision of, or add any provision to, Aimco's charter or by-laws, if such action would materially adversely affect the voting powers, rights or preferences of the holders of that class of preferred stock or, with respect to the Class W Cumulative Convertible Preferred Stock, would convert such preferred stock into cash or any other security other than Preferred Stock with terms and provisions equivalent to those set forth in the articles supplementary for such class of preferred stock (including any amendment, alteration or repeal effected pursuant to a merger, consolidation, or similar transaction); provided, however, that no such vote of the holders of that class of preferred stock shall be required if, at or prior to the time such amendment, alteration or repeal is to take effect or the issuance of any such Senior Stock or convertible security is to be made, as the case may be, provisions are made for the redemption of all outstanding shares of that class of preferred stock. The amendment of or supplement to Aimco's charter to authorize, create, increase or decrease the authorized amount of or to issue Junior Stock, or any shares of any class of Parity Stock shall not be deemed to materially adversely affect the voting powers, rights or preferences of any class of preferred stock.

Transfer. For Aimco to qualify as a REIT under the Code, not more than 50% in value of its outstanding capital stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year and the shares of common stock must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year. Because the Aimco board of directors believes that it is essential for Aimco to meet the REIT Requirements, the board of directors has adopted, and the stockholders have approved, provisions of Aimco's charter restricting the acquisition of shares of common stock.

Subject to specific exceptions specified in Aimco's charter, no holder may own, or be deemed to own by virtue of various attribution and constructive ownership provisions of the Code and Rule 13d-3 under the Exchange Act, more than 8.7% (or 15% in the case of specific pension trusts described in the Code, investment companies registered under the Investment Company Act of 1940, as amended, and Mr. Considine) of the outstanding shares of common stock (the "Ownership Limit"). The board of directors may waive the Ownership Limit if evidence satisfactory to the board of directors and Aimco's tax counsel is presented that such ownership will not then or in the future jeopardize Aimco's status as a REIT. However, in no event may such holder's direct or indirect ownership of common stock exceed 12% of the total outstanding shares of common stock. As a condition of such waiver, the board of directors may require opinions of counsel satisfactory to it and/or an undertaking from the applicant with respect to preserving the REIT

status of Aimco. The foregoing restrictions on transferability and ownership will not apply if the board of directors determines that it is no longer in the best interests of Aimco to attempt to qualify, or to continue to qualify as a REIT and a resolution terminating Aimco's status as a REIT and amending Aimco's charter to remove the foregoing restrictions is duly adopted by the board of directors and a majority of Aimco's

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stockholders. If shares of common stock in excess of the Ownership Limit, or shares of common stock which would cause the REIT to be beneficially owned by fewer than 100 persons, or which would result in Aimco being closely held, within the meaning of Section 856(h) of the Code, or which would otherwise result in Aimco failing to qualify as a REIT, are issued or transferred to any person, such issuance or transfer shall be null and void to the intended transferee, and the intended transferee would acquire no rights to the stock. Shares of common stock transferred in excess of the Ownership Limit or other applicable limitations will automatically be transferred to a trust for the exclusive benefit of one or more qualifying charitable organizations to be designated by Aimco. Shares transferred to such trust will remain outstanding, and the trustee of the trust will have all voting and dividend rights pertaining to such shares. The trustee of such trust may transfer such shares to a person whose ownership of such shares does not violate the Ownership Limit or other applicable limitation. Upon a sale of such shares by the trustee, the interest of the charitable beneficiary will terminate, and the sales proceeds would be paid, first, to the original intended transferee, to the extent of the lesser of (a) such transferee's original purchase price (or the original market value of such shares if purportedly acquired by gift or devise) and (b) the price received by the trustee, and, second, any remainder to the charitable beneficiary. In addition, shares of stock held in such trust are purchasable by Aimco for a 90 day period at a price equal to the lesser of the price paid for the stock by the original intended transferee (or the original market value of such shares if purportedly acquired by gift or devise) and the market price for the stock on the date that Aimco determines to purchase the stock. The 90 day period commences on the date of the violative transfer or the date that the board of directors determines in good faith that a violative transfer has occurred, whichever is later. All certificates representing shares of common stock bear a legend referring to the restrictions described above.

All persons who own, directly or by virtue of the attribution provisions of the Code and Rule 13d-3 under the Exchange Act, more than a specified percentage of the outstanding shares of common stock must file an affidavit with Aimco containing the information specified in Aimco's charter within 30 days after January 1 of each year. In addition, each stockholder shall upon demand be required to disclose to Aimco in writing such information with respect to the direct, indirect and constructive ownership of shares as the board of directors deems necessary to comply with the provisions of the Code applicable to a REIT or to comply with the requirements of any taxing authority or governmental agency.

The ownership limitations may have the effect of precluding acquisition of control of Aimco by specific parties unless the board of directors determines that maintenance of REIT status is no longer in the best interests of Aimco.

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COMPARISON OF AIMCO OP UNITS AND AIMCO COMMON STOCK

Set forth below is a comparison of the OP Units to the Aimco common stock.

OP Units

Common Stock

Nature of Investment

The OP Units constitute equity interests entitling each holder to his or her pro rata share of cash distributions made from Available Cash (as such term is defined in the Aimco OP partnership agreement) to the partners of Aimco OP, a Delaware limited partnership.

The common stock constitutes equity interests in Aimco, a Maryland corporation.

Voting Rights

Under the Aimco OP partnership agreement, limited partners have voting rights only with respect to certain limited matters such as certain amendments of the partnership agreement and certain transactions such as the institution of bankruptcy proceedings, an assignment for the benefit of creditors and certain transfers by the general partner of its interest in Aimco OP or the admission of a successor general partner.

Each outstanding share of common stock entitles the holder thereof to one vote on all matters submitted to stockholders for a vote, including the election of directors. Holders of common stock have the right to vote on, among other things, a merger of Aimco, amendments to the Aimco charter and the dissolution of Aimco. Certain amendments to the Aimco charter require the affirmative vote of not less than two-thirds of votes entitled to be cast on the matter. The Aimco charter permits the Aimco Board of Directors to classify and issue capital stock in one or more series having voting power which may differ from that of the common stock. Under Maryland law, a consolidation, merger, share exchange or transfer of all or substantially all of the assets of Aimco requires the affirmative vote of not less than two-thirds of all of the votes entitled to be cast on the matter. With respect to each of these transactions, only the holders of common stock are entitled to vote on the matters. No approval of the stockholders is required for the sale of less than all or substantially all of Aimco's assets. Maryland law provides that the Aimco Board of Directors must obtain the affirmative vote of at least two-thirds of the votes entitled to be cast on the matter in order to dissolve Aimco. Only the holders of common stock are entitled to vote on Aimco's dissolution.

Distributions/Dividends

Subject to the rights of holders of any outstanding partnership preferred units, the Aimco OP partnership agreement requires the general partner to cause Aimco OP to distribute quarterly all, or such portion as the general partner may in its sole and absolute discretion determine,

Holders of the common stock are entitled to receive dividends when and as declared by the Aimco Board of Directors, out of funds legally available therefor. Under the REIT rules, Aimco is required to distribute dividends (other than capital gain dividends) to its stockholders in

of Available Cash (as such term is defined in the partnership agreement) generated by Aimco OP during such quarter to the general partner, the Special Limited Partner and the holders of OP Units and HPUs on the record date established by the general partner with respect to such quarter, in accordance with their respective interests in Aimco OP on such record date. Holders of any Partnership Preferred Units currently issued and which may be issued in the future may have priority over the general partner, the special limited partner and holders of OP Units and HPUs with respect to distributions of Available Cash, distributions upon liquidation or other distributions.

an amount at least equal to (A) the sum of (i) 90% of Aimco's REIT taxable income (computed without regard to the dividends paid deduction and Aimco's net capital gain) and (ii) 90% of the net income (after tax), if any, from foreclosure property, minus (B) the sum of certain items of noncash income. See Material United States Federal Income Tax Considerations.

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OP Units

See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Distributions. The general partner in its sole and absolute discretion may distribute to the holders of OP Units and HPUs Available Cash on a more frequent basis and provide for an appropriate record date. The partnership agreement requires the general partner to take such reasonable efforts, as determined by it in its sole and absolute discretion and consistent with the REIT Requirements, to cause Aimco OP to distribute sufficient amounts to enable the general partner to transfer funds to Aimco and enable Aimco to pay stockholder dividends that will (i) satisfy the requirements for qualifying as a REIT under the Code, and the Treasury Regulations and (ii) avoid any United States Federal income or excise tax liability of Aimco. See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Distributions.

Common Stock

Liquidity and Transferability/Redemption

There is no public market for the OP Units and the OP Units are not listed on any securities exchange.

The common stock is transferable subject to the Ownership Limit set forth in the Aimco charter. The common stock is listed on the NYSE.

Under the Aimco OP partnership agreement, until the expiration of one year from the date on which a holder acquired OP Units, subject to certain exceptions, such OP Unitholder may not transfer all or any portion of its OP Units to any transferee without the consent of the general partner, which consent may be withheld in its sole and absolute discretion. After the expiration of one year, such OP Unitholder has the right to transfer all or any portion of its OP Units to any person, subject to the satisfaction of certain conditions specified in the partnership agreement, including the general partner's right of first refusal. See

Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Transfers and Withdrawals. After the first anniversary of becoming a holder of OP Units, a holder has the right, subject to the terms and conditions of the partnership agreement, to require Aimco OP to redeem all or a portion of such holder's OP Units in exchange for shares of common stock or a cash amount equal to the value of such shares, as Aimco OP may elect. See

Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Redemption Rights of Qualifying Parties. Upon receipt of a notice of redemption, Aimco OP may, in its sole and absolute discretion but subject to the restrictions on the ownership of common stock imposed

under the Aimco charter and the transfer restrictions and other limitations thereof, elect to cause Aimco to acquire some or all of the tendered OP Units in exchange for common stock, based on an exchange ratio of one share of common stock for each OP Unit, subject to adjustment as provided in the partnership agreement.

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COMPARISON OF NPI UNITS AND AIMCO OP UNITS

The rights of NPI limited partners are currently governed by the California Act and the NPI partnership agreement. The rights of the limited partners of Aimco OP are currently governed by the Delaware Act and the Aimco OP partnership agreement.

The information below highlights a number of the significant differences between NPI Units and Aimco OP Units. These comparisons are intended to assist NPI limited partners in understanding how their investment will be changed after completion of the merger, if they elect to receive OP Units in lieu of cash with respect to the merger.

NPI Units

OP Units

Nature of Investment

The NPI Units constitute equity interests entitling each partner to its pro rata share of distributions to be made to the partners of NPI.

The OP Units constitute equity interests entitling each holder to his or her pro rata share of cash distributions made from Available Cash (as such term is defined in the partnership agreement) to the partners of Aimco OP.

Voting Rights

With limited exceptions, under the NPI partnership agreement, upon the vote of a majority in units of all limited partners (other than the original limited partner), the limited partners may (i) remove the general partner, (ii) elect a successor general partner, (iii) dissolve and terminate the partnership, (iv) make certain amendments to NPI's partnership agreement, (v) extend the term of NPI, (vi) sell all or substantially all of the assets of NPI, and (vii) pledge or encumber all or substantially all of the assets of NPI. An affiliate of the general partner of NPI currently owns a majority of NPI's limited partnership units.

Under the Aimco OP partnership agreement, limited partners have voting rights only with respect to certain limited matters such as certain amendments of the partnership agreement and certain transactions such as the institution of bankruptcy proceedings, an assignment for the benefit of creditors and certain transfers by the general partner of its interest in Aimco OP or the admission of a successor general partner. Under the Aimco OP partnership agreement, the general partner has the power to effect the acquisition, sale, transfer, exchange or other disposition of any assets of Aimco OP (including, but not limited to, the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by Aimco OP) or the merger, consolidation, reorganization or other combination of Aimco OP with or into another entity, all without the consent of the OP Unitholders.

The general partner may cause the dissolution of Aimco OP by an event of withdrawal, as defined in the Delaware Act (including, without limitation, bankruptcy), unless, within 90 days after the withdrawal, holders of a majority in interest, as defined in the Delaware Act, agree in writing, in their sole and absolute discretion, to continue the business of Aimco OP and to the appointment of a successor general

partner. The general partner may elect to dissolve Aimco OP in its sole and absolute discretion, with or without the consent of the OP Unitholders. OP Unitholders cannot remove the general partner of Aimco OP with or without cause.

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NPI Units

OP Units

Distributions

Distributions from operations, from sales or refinancing, and from the property reserve account will be made quarterly to the partners (in the case of distributions from sales or refinancing and from the property reserve account, in the order of priority set forth in the NPI partnership agreement) unless (i) NPI is restricted from making distributions under the terms of notes, mortgages or other types of debt obligations that it may issue or assume in conjunction with borrowed funds, or (ii) the general partner determines, in its absolute discretion, that a restriction or suspension of distributions is in the best interests of NPI. The distributions payable to the partners are not fixed in amount and depend upon the operating results and net sales or refinancing proceeds available from the disposition of NPI's assets.

Subject to the rights of holders of any outstanding partnership preferred units, the Aimco OP partnership agreement requires the general partner to cause Aimco OP to distribute quarterly all, or such portion as the general partner may in its sole and absolute discretion determine, of Available Cash (as such term is defined in the partnership agreement) generated by Aimco OP during such quarter to the general partner, the special limited partner and the holders of OP Units and HPUs on the record date established by the general partner with respect to such quarter, in accordance with their respective interests in Aimco OP on such record date. Holders of any partnership preferred units currently issued and which may be issued in the future may have priority over the general partner, the special limited partner and holders of OP Units and HPUs with respect to distributions of Available Cash, distributions upon liquidation or other distributions. See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Distributions. The general partner in its sole and absolute discretion may distribute to the holders of OP Units and HPUs Available Cash on a more frequent basis and provide for an appropriate record date. The partnership agreement requires the general partner to take such reasonable efforts, as determined by it in its sole and absolute discretion and consistent with the REIT requirements, to cause Aimco OP to distribute sufficient amounts to enable the general partner to transfer funds to Aimco and enable Aimco to pay stockholder dividends that will (i) satisfy the requirements for qualifying as a REIT under the Code, and the Treasury Regulations and (ii) avoid any United States Federal income or excise tax liability of Aimco. See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Distributions.

Liquidity and Transferability/ Redemption

There is a limited market for the NPI Units and the NPI Units are not listed on any securities exchange.

There is no public market for the OP Units and the OP Units are not listed on any securities exchange.

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NPI Units

Under the NPI partnership agreement, holders of NPI Units may transfer five or more whole NPI Units by a written instrument that is not contrary to any terms of the partnership agreement and that has been duly executed by the assignor of the NPI Unit. Notwithstanding the above, no partner may assign its NPI Units if counsel for the partnership is of the opinion that such assignment would result in a termination of the partnership for tax purposes. In addition, no assignee of a limited partner's interest may become a substituted limited partner unless (a) the assignor designates such intention in the instrument of assignment, (b) the written consent of the general partner is obtained, which consent may be withheld in the general partner's sole discretion, (c) a transfer fee (not to exceed \$50) shall have been paid to NPI to cover all reasonable expenses connected with the substitution, and (d) the assignor and assignee execute and acknowledge such other instruments as the general partner may deem necessary or desirable to effect the substitution. Unauthorized assignments and transfers are *void ab initio*. The NPI partnership agreement contains no redemption rights.

OP Units

Under the Aimco OP partnership agreement, until the expiration of one year from the date on which a holder acquired OP Units, subject to certain exceptions, such OP Unitholder may not transfer all or any portion of its OP Units to any transferee without the consent of the general partner, which consent may be withheld in its sole and absolute discretion. After the expiration of one year, such OP Unitholder has the right to transfer all or any portion of its OP Units to any person, subject to the satisfaction of certain conditions specified in the partnership agreement, including the general partner's right of first refusal. See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Transfers and Withdrawals. After the first anniversary of becoming a holder of OP Units, a holder has the right, subject to the terms and conditions of the partnership agreement, to require Aimco OP to redeem all or a portion of such holder's OP Units in exchange for shares of common stock or a cash amount equal to the value of such shares, as Aimco OP may elect. See Description of Aimco OP Units; Summary of Aimco OP Partnership Agreement Redemption Rights of Qualifying Parties. Upon receipt of a notice of redemption, Aimco OP may, in its sole and absolute discretion but subject to the restrictions on the ownership of common stock imposed under the Aimco charter and the transfer restrictions and other limitations thereof, elect to cause Aimco to acquire some or all of the tendered OP Units in exchange for common stock, based on an exchange ratio of one share of common stock for each OP Unit, subject to adjustment as provided in the partnership agreement.

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NPI Units

OP Units

Fiduciary Duty

California law provides that a general partner's duty of loyalty to the limited partnership and the other partners is limited to (i) accounting to the limited partnership and holding as trustee for it any property, profit, or benefit derived by the general partner in the conduct and winding up of the limited partnership's activities or derived from a use by the general partner of limited partnership property, including the appropriation of a limited partnership opportunity; (ii) refraining from dealing with the limited partnership in the conduct or winding up of the limited partnership's activities as or on behalf of a party having an interest adverse to the limited partnership; and (iii) refraining from competing with the limited partnership in the conduct or winding up of the limited partnership's activities. Under California law, a general partner's duty of care to the limited partnership and the other partners in the conduct and winding up of the limited partnership's activities is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. Additionally, California law requires that a general partner discharge its duties to the partnership and the other partners consistently with the obligation of good faith and fair dealing. The NPI limited partnership agreement does not limit or enhance the fiduciary duties provided by California law. The NPI partnership agreement provides that the general partners shall not employ or permit another to employ the partnership funds or assets in any manner except for the exclusive benefit of the partnership.

Delaware law provides that, except as provided in a partnership agreement, a general partner owes the fiduciary duties of loyalty and care to the partnership and its limited partners. The Aimco OP partnership agreement expressly authorizes the general partner to enter into, on behalf of Aimco OP, a right of first opportunity arrangement and other conflict avoidance agreements with various affiliates of Aimco OP and the general partner, on such terms as the general partner, in its sole and absolute discretion, believes are advisable. The Aimco OP partnership agreement expressly limits the liability of the general partner by providing that the general partner, and its officers and directors, will not be liable or accountable in damages to Aimco OP, the limited partners or assignees for errors in judgment or mistakes of fact or law or of any act or omission if the general partner or such director or officer acted in good faith.

Investment Policy

NPI is engaged in the business of operating and holding real estate properties for investment. In general, NPI Equity, as the general partner, regularly evaluates NPI's properties by considering various factors, such as the partnership's financial position and real estate and capital markets conditions. NPI Equity monitors a property's specific locale and sub-market conditions (including stability of the surrounding neighborhood), evaluating current trends, competition, new construction and economic changes. It oversees the operating performance of the property and evaluates the physical improvement requirements. In addition, the financing structure for the property (including any prepayment penalties), tax implications, availability of attractive mortgage financing

Aimco OP was formed to engage in the acquisition, ownership, management and redevelopment of apartment properties. Although it holds all of its properties for investment, Aimco OP may sell properties when they do not meet its investment criteria or are located in areas that it believes do not justify a continued investment when compared to alternative uses for capital. Its portfolio management strategy includes property acquisitions and dispositions to concentrate its portfolio in its target markets. It may market for sale certain properties that are inconsistent with this long-term investment strategy. Additionally, from time to time, Aimco OP may market certain properties that are consistent with this strategy but offer attractive

to a purchaser, and the investment climate are all considered. Any of these factors, and possibly others, could potentially contribute to any decision by NPI Equity to sell, refinance, upgrade with capital improvements or hold a partnership property.

returns. Aimco OP may use its share of the net proceeds from such dispositions to, among other things, reduce debt, fund capital expenditures on existing assets, fund acquisitions, and for other operating needs and corporate purposes.

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Compensation and Distributions

NPI. NPI has no employees and depends on NPI Equity, NPI's managing general partner, and its affiliates for the management and administration of all partnership activities. The NPI partnership agreement provides that an NPI Equity affiliate shall receive (i) for management of a residential property, up to 5% of annual gross revenue from such property; (ii) for management of industrial and commercial property which is net leased on a long term basis, up to 1% of gross revenues; and (iii) for management for all other industrial and commercial property, up to 6% if the such affiliate performs leasing, re-leasing and leasing related services as well and up to 3% if such affiliate does not. Notwithstanding the above, such management fees may not exceed the competitive rate charged by others rendering similar services in the same geographical area. The NPI partnership agreement also provides that NPI Equity and its affiliates receive certain payments for other services and reimbursement of certain expenses incurred on behalf of NPI. The NPI partnership agreement also provides that NPI Equity shall receive compensation for services rendered in managing the affairs of NPI in an amount equal to an aggregate of 4% of Adjusted Cash From Operations (as defined in the NPI partnership agreement), subject to certain limitations.

In addition, under the NPI partnership agreement, (i) Distributable Adjusted Cash From Operations (as defined in the NPI partnership agreement), is distributed quarterly as follows: ninety-nine percent to the limited partners (which amount shall be reduced by the amount paid by NPI to purchase limited partnership units from limited partners) and one percent to the general partner, (ii) Distributable Cash From Sales or Refinancings and Cash from Property Reserve Account (each as defined in the NPI partnership agreement) is distributed in the following order of priority: (x) first, ninety-nine percent to the holders of NPI Units in proportion to their Initial Capital Accounts (as defined in the NPI partnership agreement) and one percent to the general partner until the holders of the NPI Units have received an amount equal to the Net Tangible Asset Value (as defined in the NPI partnership agreement); (y) second, to the general partner in an amount equal to all or any part of any Incentive Compensation Fee (as defined in the NPI partnership agreement) due and owing as provided in the NPI partnership agreement; and (z) third, with respect to the remainder, ninety-nine percent to the holders of NPI Units and one percent to the general partner.

A description of the compensation paid to NPI Equity, as NPI's managing general partner, and its affiliates during the years ended December 31, 2010 and 2009 and during the three months ended March 31, 2011 and 2010, can be found under the heading "Information about NPI - Certain Relationships and Related Transactions" in this consent solicitation/prospectus. In addition, for more information, see "Note D - Transactions with Affiliated Persons" in the notes to the consolidated financial statements appearing in NPI's Annual Report on Form 10-K for the year ended December 31, 2010, which is included as Annex G to this consent solicitation/prospectus, and "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" in NPI's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, which is included as Annex H to this consent solicitation/prospectus.

Aimco OP. The Aimco OP partnership agreement provides that Aimco OP's general partner shall not be compensated for its services as a general partner, other than the compensation it receives with respect to distributions and allocations in accordance with the partnership agreement. Subject to certain provisions of the partnership agreement, Aimco OP will reimburse the general partner for all sums expended in connection with the partnership's business.

In addition, subject to the rights of holders of any outstanding preferred OP Units, the Aimco OP partnership agreement requires the general partner to cause Aimco OP to distribute quarterly all, or such portion of, as the general partner may in its sole and absolute discretion determine, Available Cash (as such term is defined in the partnership agreement) generated by Aimco OP during such quarter to the general partner, the special limited partner and the holders of common OP Units and HPU's on the record date established by the general partner with respect to such quarter, in accordance with their respective interests in Aimco OP on such record date. The partnership agreement

requires the general partner to take such reasonable efforts, as determined by it in its sole and absolute discretion and consistent with the REIT Requirements, to cause Aimco OP to distribute sufficient amounts to enable the general partner to transfer funds to Aimco and enable Aimco to pay stockholder dividends that will (i) satisfy the requirements for qualifying as a REIT under the Code and the Treasury Regulations and (ii) avoid any United States Federal income or excise tax liability of Aimco.

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**THE PROPOSAL APPROVAL OF THE MERGER AGREEMENT, THE CONVERSION, THE MERGER
AND THE AMENDMENT**

As discussed in this consent solicitation/prospectus, NPI Equity is asking limited partners to approve the merger agreement, the conversion, the merger and the amendment. Limited partners should read carefully this consent solicitation/prospectus in its entirety for more detailed information concerning the merger agreement, which is attached as Annex A to this consent solicitation/prospectus and the amendment, which is attached as Annex B to this consent solicitation/prospectus. Please see the section entitled "The Merger Agreement" beginning on page 41 for additional information and a summary of the material terms of the merger agreement. You are urged to read the entire merger agreement included as Annex A and the entire amendment included as Annex B carefully before voting on this proposal.

Approval of this proposal is a condition to the completion of the merger. If the proposal is not approved, the merger will not be completed.

NPI Equity recommends that limited partners consent to and vote FOR the proposal to approve the merger agreement, the conversion, the merger and the amendment.

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MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. Federal income tax consequences of the merger, and the material U.S. Federal income tax considerations related to an investment in Aimco OP Units and Aimco stock. This discussion is based upon the Internal Revenue Code, Treasury Regulations, rulings issued by the IRS, and judicial decisions, all in effect as of the date of this consent solicitation/prospectus and all of which are subject to change or differing interpretations, possibly with retroactive effect. This summary is also based on the assumption that the operation of Aimco, Aimco OP and the limited liability companies and limited partnerships in which they own controlling interests (collectively, the *Subsidiary Partnerships*) and any affiliated entities will be in accordance with their respective organizational documents and partnership agreements. This summary is for general information only and does not purport to discuss all aspects of U.S. Federal income taxation which may be important to a particular investor, or to certain types of investors subject to special tax rules (including financial institutions, broker-dealers, regulated investment companies, holders that receive Aimco stock through the exercise of stock options or otherwise as compensation, insurance companies, persons holding Aimco stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment, and, except to the extent discussed below, tax-exempt organizations and foreign investors, as determined for U.S. federal income tax purposes). This summary assumes that investors will hold their OP Units and Aimco stock as capital assets (generally, property held for investment). No opinion of counsel or advance ruling from the IRS has been or will be sought regarding the tax status of Aimco or Aimco OP, or the tax consequences relating to Aimco or Aimco OP or an investment in OP Units or Aimco stock. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of the tax aspects set forth below.

THE U.S. FEDERAL INCOME TAX TREATMENT OF A PARTICULAR HOLDER DEPENDS UPON DETERMINATIONS OF FACT AND INTERPRETATIONS OF COMPLEX PROVISIONS OF UNITED STATES FEDERAL INCOME TAX LAW FOR WHICH NO CLEAR PRECEDENT OR AUTHORITY MAY BE AVAILABLE. ACCORDINGLY, EACH HOLDER IS URGED TO CONSULT ITS TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF THE MERGER, OF ACQUIRING, HOLDING, EXCHANGING, OR OTHERWISE DISPOSING OF OP UNITS AND AIMCO STOCK, AND OF AIMCO'S ELECTION TO BE SUBJECT TO TAX, FOR U.S. FEDERAL INCOME TAX PURPOSES, AS A REAL ESTATE INVESTMENT TRUST.

United States Federal Income Tax Consequences Relating to the Transactions

Tax Consequences of the Conversion of NPI to New NPI

New NPI, the Delaware partnership, will be considered a continuation of NPI, the California partnership for tax purposes. NPI will not recognize gain. New NPI will have the same federal identification number as that of NPI and will have the same tax basis, holding period, and depreciation method for each of its assets as that of NPI. The partners of NPI will not recognize any gain from the merger of NPI with and into New NPI. The bases of the partners in New NPI will be equal to their bases in NPI, and their holding periods in their units in New NPI will be the same as their holding periods in the NPI units. Aimco believes that completion of the redomestication will not result in any tax consequences to the limited partners of NPI.

Tax Consequences of the Transaction to NPI, Aimco OP, and Aimco

When the assets or operations of two partnerships such as New NPI and Aimco OP are combined in a transaction pursuant to which one of the partnerships (New NPI) ceases to exist as a partnership (the *terminated partnership*) for

U.S. federal income tax purposes, and the members of the terminated partnership become members of the surviving partnership (i.e., the resulting partnership), that combined transaction is generally treated as a partnership merger.

In general, New NPI would be treated as contributing all of its assets, and assigning all of its liabilities, to Aimco OP in exchange for interests in Aimco OP and any other consideration issued by Aimco OP in connection with the transaction, including cash or an assumption of liability, which may result in gain recognition under the rules described below. Immediately thereafter, New NPI is treated as distributing all of its assets to its partners in complete liquidation.

Aimco is not expected to recognize any gain or loss on the transaction.

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Tax Consequences of the Merger between New NPI and the Aimco Subsidiary

Tax Consequences of Exchanging NPI Units Solely for Cash

For U.S. federal income tax purposes, any payment of cash for NPI Units will be treated as a sale of such NPI Units by such holder. Each such holder of NPI Units who accepts cash must explicitly agree and consent to treat the payment of cash for NPI Units as a sale of such units to Aimco OP, in accordance with the terms of the merger agreement.

If a holder of NPI Units sells such units for cash, such holder will recognize gain or loss on the sale of his units equal to the difference between (i) such holder's amount realized on the sale and (ii) such holder's adjusted tax basis in the NPI Units sold. The amount realized with respect to a NPI Unit will be equal to the sum of the amount of cash such holder receives for his units plus the amount of liabilities of NPI allocable to such NPI Units as determined under section 752 of the Internal Revenue Code.

Tax Consequences of Exchanging NPI Units Solely for OP Units

For U.S. federal income tax purposes, a holder of NPI Units receiving OP Units in the merger will be treated as receiving the OP Units pursuant to a distribution in complete liquidation of such holder's interest in NPI. Except to the extent described below, a holder receiving OP Units in the merger will not recognize gain or loss on the transaction. If a holder of NPI Units receives solely OP Units in the merger, such holder may recognize gain if, immediately prior to the merger, the amount of liabilities of NPI allocable to such holder's NPI Units exceeds the amount of the Aimco OP partnership liabilities allocable to such holder immediately after the merger. In that case the excess would be treated as a deemed distribution of cash to such holder. This deemed cash distribution would be treated as a nontaxable return of capital to the extent of such holder's adjusted tax basis in his NPI Units and thereafter as taxable gain.

Information Reporting Requirements And Backup Withholding

United States Holders

In general, backup withholding and information reporting will apply to all payments made to a U.S. holder pursuant to the merger. A U.S. holder will generally be subject to backup withholding at the rate of 28% with respect to payments made pursuant to the merger unless such holder, among other conditions, provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with the applicable requirements of the backup withholding rules, or otherwise establishes a basis for exemption from backup withholding. Exempt U.S. holders (including, among others, all corporations) are not subject to these backup withholding and information reporting requirements. A holder who does not provide Aimco OP with his correct taxpayer identification number also may be subject to penalties imposed by the IRS. Any amount paid as backup withholding will be creditable against the holder's income tax liability.

Non-United States Holders

Information reporting may apply to payments made to a Non-U.S. holder pursuant to the merger. Copies of information returns reporting such amounts and any withholding also may be made available by the IRS to the tax authorities in the country in which a Non-U.S. holder is resident under the provision of an applicable income tax treaty or other agreement. Non-U.S. holders that receive OP Units as merger consideration should see Taxation of Aimco OP and OP Unitholders Taxation of Foreign OP Unitholders, below.

In general, backup withholding will not apply to payments made to a Non-U.S. holder pursuant to the merger, if, among other conditions, such Non-U.S. holder certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, provided that neither Aimco OP nor our withholding agent has actual knowledge, or reason to know, that the Non-U.S. holder is a United States person or that the conditions of any other exemption are not in fact satisfied. In order to claim an exemption from or reduction of withholding tax, the Non-U.S. holder must deliver a properly executed copy of the applicable IRS Form W-8, claiming such exemption or reduction. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or credit against such Non-U.S. holder's U.S. federal income tax liability if the Non-U.S. holder follows the required procedures.

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Taxation of Aimco OP and OP Unitholders

Partnership Status

Aimco believes that Aimco OP is classified as a partnership, and not as an association taxable as a corporation or as a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. If Aimco OP were treated as an association or a publicly traded partnership taxed as a corporation for U.S. federal income tax purposes, material adverse consequences to the partners would result. In addition, classification of Aimco OP as an association or publicly traded partnership taxable as a corporation would also result in the termination of Aimco's status as a REIT for U.S. federal income tax purposes, which would have a material adverse impact on Aimco and its shareholders. See

Taxation of Aimco and Aimco Stockholders Tax Aspects of Aimco's Investments in Partnerships. The following discussion assumes that Aimco OP is, and will continue to be, classified and taxed as a partnership (and not as a publicly traded partnership) for U.S. federal income tax purposes.

Taxation of OP Unitholders

In general, a partnership is treated as a pass-through entity for U.S. federal income tax purposes and is not itself subject to U.S. federal income taxation. Each partner of a partnership, however, is subject to tax on his allocable share of partnership tax items, including partnership income, gains, losses, deductions, and expenses (Partnership Tax Items) for each taxable year of the partnership ending within or with such taxable year of the partner, regardless of whether he receives any actual distributions from the partnership during the taxable year. Generally, the characterization of any particular Partnership Tax Item is determined at the partnership, rather than at the partner level, and the amount of a partner's allocable share of such item is governed by the terms of the partnership agreement. An OP unitholder's allocable share of Aimco OP's taxable income may exceed the cash distributions to the OP unitholder for any year if Aimco OP retains its profits rather than distributing them.

Allocations of Aimco OP Profits And Losses

For U.S. federal income tax purposes, an OP unitholder's allocable share of Aimco OP's Partnership Tax Items will be determined by Aimco OP's partnership agreement, provided such allocations either have substantial economic effect or are determined to be in accordance with the OP unitholder's interests in Aimco OP. If the allocations provided by Aimco OP's agreement of limited partnership were successfully challenged by the IRS, the redetermination of the allocations to a particular OP unitholder for U.S. federal income tax purposes may be less favorable than the allocation set forth in Aimco OP's agreement of limited partnership.

Tax Basis of A Partnership Interest

A partner's adjusted tax basis in his partnership interest is relevant, among other things, for determining (i) gain or loss upon a taxable disposition of his partnership interest, (ii) gain upon the receipt of partnership distributions, and (iii) the limitations imposed on the use of partnership deductions and losses allocable to such partner. Generally, the adjusted tax basis of an OP unitholder's interest in Aimco OP is equal to (A) the sum of the adjusted tax basis of the property contributed by the OP unitholder to Aimco OP in exchange for an interest in Aimco OP and the amount of cash, if any, contributed by the OP unitholder to Aimco OP, (B) reduced, but not below zero, by the OP unitholder's allocable share of Aimco OP partnership distributions, deductions, and losses, (C) increased by the OP unitholder's allocable share of Aimco OP partnership income and gains, and (D) increased by the OP unitholder's allocable share of Aimco OP partnership liabilities and decreased by the OP unitholder's liabilities assumed by Aimco OP.

Cash Distributions

Cash distributions received from a partnership do not necessarily correlate with income earned by the partnership as determined for U.S. federal income tax purposes. Thus, an OP unitholder's U.S. federal income tax liability in respect of his allocable share of Aimco OP taxable income for a particular taxable year may exceed the amount of cash, if any, received by the OP unitholder from Aimco OP during such year.

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If cash distributions, including a deemed cash distribution as discussed below, received by an OP unitholder in any taxable year exceed his allocable share of Aimco OP taxable income for the year, the excess will generally constitute, for U.S. federal income tax purposes, a return of capital to the extent of such OP unitholder's adjusted tax basis in his Aimco OP interest. Such return of capital will not be includible in the taxable income of the OP unitholder, for U.S. federal income tax purposes, but it will reduce, but not below zero, the adjusted tax basis of Aimco OP interests held by the OP unitholder. If an OP unitholder's tax basis in his Aimco OP interest is reduced to zero, a subsequent cash distribution received by the OP unitholder will be subject to tax as capital gain and/or ordinary income, but only if, and to the extent that, such distribution exceeds the subsequent positive adjustments, if any, to the tax basis of the OP unitholder's Aimco OP interest as determined at the end of the taxable year during which such distribution is received. A decrease in an OP unitholder's allocable share of Aimco OP liabilities resulting from the payment or other settlement, or reallocation of such liabilities is generally treated, for U.S. federal income tax purposes, as a deemed cash distribution. A decrease in an OP unitholder's percentage interest in Aimco OP because of the issuance by Aimco OP of additional OP Units or otherwise, may decrease an OP unitholder's share of nonrecourse liabilities of Aimco OP and thus, may result in a corresponding deemed distribution of cash. A deemed distribution of cash resulting from the payment, settlement, or other reduction or reallocation of Aimco OP liabilities formerly allocated to an OP unitholder will result in taxable gain to such OP unitholder to the extent such deemed distribution of cash exceeds the OP unitholder's basis in his OP Units.

A non-pro rata distribution (or deemed distribution) of money or property may result in ordinary income to an OP unitholder, regardless of such OP unitholder's tax basis in his OP Units, if the distribution reduces such OP unitholder's share of Aimco OP's Section 751 Assets. Section 751 Assets are defined by the Internal Revenue Code to include unrealized receivables or inventory items. Among other things, unrealized receivables include amounts attributable to previously claimed depreciation deductions on certain types of property. To the extent that such a reduction in an OP unitholder's share of Section 751 Assets occurs, Aimco OP will be deemed to have distributed a proportionate share of the Section 751 Assets to the OP unitholder followed by a deemed exchange of such assets with Aimco OP in return for the non-pro rata portion of the actual distribution made to such OP unitholder. This deemed exchange will generally result in the realization of ordinary income by the OP unitholder. Such income will equal the excess of (1) the non-pro rata portion of such distribution over (2) the OP unitholder's tax basis in such OP unitholder's share of such Section 751 Assets deemed relinquished in the exchange.

Tax Consequences Relating to Contributed Assets

If an investor contributes property to Aimco OP in exchange for OP Units, and the adjusted tax basis of such property differs from its fair market value, Partnership Tax Items must be allocated in a manner such that the contributing partner, over the life of Aimco OP, is charged with, or benefits from, the unrealized gain or unrealized loss associated with such property at the time of the contribution. This may result in a tax liability without a corresponding receipt of cash. Where a partner contributes cash to a partnership that holds appreciated property, Treasury Regulations provide for a similar allocation of such items to the other partners. For example, these rules may apply to a contribution by Aimco to Aimco OP of cash proceeds received by Aimco from the offering of its stock. Such allocations are solely for U.S. federal income tax purposes and do not affect the book capital accounts or other economic or legal arrangements among the OP unitholders. The general purpose underlying this provision is to specially allocate certain Partnership Tax Items in order to place both the noncontributing and contributing partners in the same tax position that they would have been in had the contributing partner contributed property with an adjusted tax basis equal to its fair market value. Treasury Regulations provide Aimco OP with several alternative methods and allow Aimco OP to adopt any other reasonable method to make allocations to reduce or eliminate these book-tax differences. The general partner, in its sole and absolute discretion and in a manner consistent with Treasury Regulations, will select and adopt a method of allocating Partnership Tax Items for purposes of eliminating such disparities. The method selected by Aimco OP in its sole discretion could cause those NPI limited partners that receive OP Units in connection with the merger to incur a tax liability without a corresponding receipt of cash. Each prospective investor is urged to consult his tax advisor

regarding the tax consequences of any special allocations of Partnership Tax Items resulting from the contribution of property to Aimco OP.

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Disguised Sales Rules

Generally, section 721 of the Internal Revenue Code provides that neither the contributing partner nor Aimco OP will recognize a gain or loss, for U.S. federal income tax purposes, upon a contribution of property to Aimco OP solely in exchange for OP Units. If, however, in connection with such a contribution of property, the investor receives, or is deemed to receive, cash or other consideration in addition to OP Units, the receipt or deemed receipt of such cash or other consideration may be treated as part of a disguised sale. In that case, the investor would be treated as having sold, in a taxable transaction, a portion of the contributed property to Aimco OP in exchange for such cash or other consideration; the balance of the contributed property would, however, remain subject to the tax-free contribution treatment described above.

The disguised sale rules further provide that, unless certain exceptions apply (including exceptions that apply to distributions of operating cash flow), transfers of money or other property between a partnership and a partner that are made within two years of each other must be reported to the IRS and are presumed to be a disguised sale unless the facts and circumstances clearly establish that the transfers do not constitute a sale. The disguised sale rules may also apply, and give rise to taxable income without a corresponding receipt of cash where, for example, a partner contributes property to Aimco OP subject to one or more liabilities or where liabilities are assumed or paid by Aimco OP. If the disguised sale rules apply, all or a portion of the liabilities associated with the contributed property may be treated as consideration received by the contributing partner in a sale of the property to Aimco OP. The disguised sale rules also may apply if, for example, the issuance of OP Units to NPI limited partners in connection with the merger is integrated with any other acquisition between Aimco and any OP unitholder or any related party. For example, the IRS may assert that any redemption or exchange for several years between Aimco OP and any OP unitholder who receives OP Units in the merger constitutes an integrated disguised sale that may result in taxation (without receipt of cash) for such OP unitholders. No assurances can be given that the IRS would not be successful in such an assertion. Each prospective investor is urged to consult his tax advisor regarding the application of the disguised sale rules.

Limitations on Deductibility of Losses

Basis Limitation. To the extent that an OP unitholder's allocable share of Aimco OP partnership deductions and losses exceeds his adjusted tax basis in his Aimco OP interest at the end of the taxable year in which the losses and deductions flow through, the excess losses and deductions cannot be utilized, for U.S. federal income tax purposes, by the OP unitholder in such year. The excess losses and deductions may, however, be utilized in the first succeeding taxable year in which, and to the extent that, there is an increase in the tax basis of the Aimco OP interest held by such OP unitholder, but only to the extent permitted under the at risk and passive activity loss rules discussed below.

At Risk Limitation. Under the at risk rules of section 465 of the Internal Revenue Code, a noncorporate taxpayer and a closely held corporate taxpayer are generally not permitted to claim a deduction, for U.S. federal income tax purposes, in respect of a loss from an activity, whether conducted directly by the taxpayer or through an investment in a partnership, to the extent that the loss exceeds the aggregate dollar amount which the taxpayer has at risk in such activity at the close of the taxable year. To the extent that losses are not permitted to be used in any taxable year, such losses may be carried over to subsequent taxable years and may be claimed as a deduction by the taxpayer if, and to the extent that, the amount which the taxpayer has at risk is increased. Provided certain requirements are met, a taxpayer is considered at risk for the taxpayer's share of any nonrecourse financing secured by real property where the real property is used in the taxpayer's activity of holding real property; the holding of an OP Unit generally would constitute such an activity.

Passive Activity Loss Limitation. The passive activity loss rules of section 469 of the Internal Revenue Code limit the use of losses derived from passive activities, which generally includes an investment in limited partnership interests such as the OP Units. If an investment in an OP Unit is treated as a passive activity, an OP unitholder who is an

individual investor, as well as certain other types of investors, would not be able to use losses from Aimco OP to offset nonpassive activity income, including salary, business income, and portfolio income (e.g., dividends, interest, royalties, and gain on the disposition of portfolio investments) received during the taxable year. Passive activity losses that are disallowed for a particular taxable year may, however, be carried forward to offset

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passive activity income earned by the OP unitholder in future taxable years. In addition, such disallowed losses may be claimed as a deduction, subject to the basis and at risk limitations discussed above, upon a taxable disposition of an OP unitholder's entire interest in Aimco OP, regardless of whether such OP unitholder has received any passive activity income during the year of disposition.

If Aimco OP were characterized as a publicly traded partnership, each OP unitholder would be required to treat any loss derived from Aimco OP separately from any income or loss derived from any other publicly traded partnership, as well as from income or loss derived from other passive activities. In such case, any net losses or credits attributable to Aimco OP which are carried forward may only be offset against future income of Aimco OP. Moreover, unlike other passive activity losses, suspended losses attributable to Aimco OP would only be allowed upon the complete disposition of the OP unitholder's entire interest in Aimco OP.

Section 754 Election

Aimco OP has made the election permitted by section 754 of the Internal Revenue Code. Such election is irrevocable without the consent of the IRS. The election will generally permit a purchaser of OP Units, such as Aimco when it acquires OP Units from OP unitholders, to adjust its share of the basis in Aimco OP's properties pursuant to section 743(b) of the Internal Revenue Code to fair market value (as reflected by the value of consideration paid for the OP Units), as if such purchaser had acquired a direct interest in Aimco OP's assets. The section 743(b) adjustment is attributed solely to a purchaser of OP Units and is not added to the bases of Aimco OP's assets associated with all of the OP unitholders in Aimco OP.

Depreciation

Section 168(i)(7) of the Internal Revenue Code provides that in the case of property transferred to a partnership in a section 721 transaction, the transferee shall be treated as the transferor for purposes of computing the depreciation deduction with respect to so much of the basis in the hands of the transferee as does not exceed the adjusted basis in the hands of the transferor. The effect of this rule would be to continue the historic basis, placed in service dates and methods with respect to the depreciation of any properties contributed to Aimco OP in exchange for OP Units.

However, an acquirer of OP Units that obtains a section 743(b) adjustment by reason of such acquisition (see Section 754 Election, above) generally will be allowed depreciation with respect to such adjustment beginning as of the date of the exchange as if it were new property placed in service as of that date.

Sale, Redemption, Exchange or Abandonment of OP Units

An OP unitholder will recognize a gain or loss upon a sale of an OP Unit, a redemption of an OP Unit for cash, an exchange of an OP Unit for shares of common stock or other taxable disposition of an OP Unit. Gain or loss recognized upon a sale or exchange of an OP Unit will be equal to the difference between (i) the amount realized in the transaction (i.e., the sum of the cash and the fair market value of any property received for the OP Unit plus the amount of Aimco OP liabilities allocable to the OP Unit at such time) and (ii) the OP unitholder's tax basis in the OP Unit disposed of, which tax basis will be adjusted for the OP unitholder's allocable share of Aimco OP's income or loss for the taxable year of the disposition. The tax liability resulting from the gain recognized on a disposition of an OP Unit could exceed the amount of cash and the fair market value of property received. If Aimco OP redeems less than all of an OP unitholder's OP Units, the OP unitholder would recognize taxable gain only to the extent that the cash, plus the amount of Aimco OP liabilities allocable to the redeemed OP Units, exceeded the OP unitholder's adjusted tax basis in all of such OP unitholder's OP Units immediately before the redemption.

Capital gains recognized by individuals and certain other noncorporate taxpayers upon the sale or disposition of an OP Unit will be subject to taxation at long-term capital gains rates if the OP Unit is held for more than 12 months and

will be taxed at ordinary income tax rates if the OP Unit is held for 12 months or less. Generally, gain or loss recognized by an OP unitholder on the sale or other taxable disposition of an OP Unit will be taxable as capital gain or loss. However, to the extent that the amount realized upon the sale or other taxable disposition of an OP Unit attributable to an OP unitholder's share of unrealized receivables of Aimco OP exceeds the basis attributable to those assets, such excess will be treated as ordinary income. Among other things, unrealized receivables include amounts attributable to previously claimed depreciation deductions on certain types of

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property. In addition, the maximum U.S. federal income tax rate for net capital gains attributable to the sale of depreciable real property (which may be determined to include an interest in a partnership such as Aimco OP) held for more than 12 months is currently 25% (rather than 15%) to the extent of previously claimed depreciation deductions that would not be treated as unrealized receivables. See also *Disguised Sales Rules* above for sales integrated with the contribution of property for OP Units.

The law is currently uncertain regarding the treatment of an abandoned interest in a partnership, and whether an abandonment gives rise to a deductible loss is a question of fact. Prospective investors are urged to consult their tax advisors regarding the application, effect and method of abandoning an interest in an OP Unit.

Alternative Minimum Tax

The Internal Revenue Code contains different sets of minimum tax rules applicable to corporate and noncorporate investors. The discussion below relates only to the alternative minimum tax applicable to noncorporate taxpayers. Accordingly, corporate investors should consult with their tax advisors with respect to the effect of the corporate minimum tax provisions that may be applicable to them. Noncorporate taxpayers are subject to an alternative minimum tax to the extent the tentative minimum tax (TMT) exceeds the regular income tax otherwise payable. In general, alternative minimum taxable income (AMTI) consists of the taxpayer's taxable income, determined with certain adjustments, plus his items of tax preference. For example, AMTI is calculated using an alternative cost recovery (depreciation) system that is not as favorable as the methods provided for under section 168 of the Internal Revenue Code which Aimco OP will use in computing its income for regular U.S. federal income tax purposes. Accordingly, an OP unitholder's AMTI derived from Aimco OP may be higher than such OP unitholder's share of Aimco OP's net taxable income. Prospective investors should consult their tax advisors as to the impact of an investment in OP Units on their liability for the alternative minimum tax.

Information Returns and Audit Procedures

Aimco OP will use all reasonable efforts to furnish to each OP unitholder as soon as possible after the close of each taxable year of Aimco OP, certain tax information, including a Schedule K-1, which sets forth each OP unitholder's allocable share of Aimco OP's Partnership Tax Items. In preparing this information the general partner will use various accounting and reporting conventions to determine the respective OP unitholder's allocable share of Partnership Tax Items. The general partner cannot assure a current or prospective OP unitholder that the IRS will not successfully contend in court that such accounting and reporting conventions are impermissible.

No assurance can be given that Aimco OP will not be audited by the IRS or that tax adjustments will not be made. Further, any adjustments in Aimco OP's tax returns will lead to adjustments in OP unitholders' tax returns and may lead to audits of their returns and adjustments of items unrelated to Aimco OP. Each OP unitholder would bear the cost of any expenses incurred in connection with an examination of such OP unitholder's personal tax return.

The tax treatment of Partnership Tax Items generally is determined at the partnership level in a unified partnership proceeding rather than in separate proceedings with the partners. The Internal Revenue Code provides for one partner to be designated as the Tax Matters Partner for these purposes.

The Tax Matters Partner is authorized, but not required, to take certain actions on behalf of Aimco OP and the OP unitholders and can extend the statute of limitations for assessment of tax deficiencies against OP unitholders with respect to Aimco OP Partnership Tax Items. The Tax Matters Partner may bind an OP unitholder with less than a 1% profits interest in Aimco OP to a settlement with the IRS, unless such OP unitholder elects, by filing a statement with the IRS, not to give such authority to the Tax Matters Partner. The Tax Matters Partner may seek judicial review (to which all the OP unitholders are bound) of a final partnership administrative adjustment; if the Tax Matters Partner

fails to seek judicial review, such review may be sought by any OP unitholder having at least a 1% interest in the profits of Aimco OP or by OP unitholders having in the aggregate at least a 5% profits interest. However, only one action for judicial review will go forward, and each OP unitholder with an interest in the outcome may participate.

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Taxation of Foreign OP Unitholders

A Non-U.S. OP unitholder (see the definition of Non-U.S. stockholder below under **Taxation of Aimco and Aimco Stockholders** **Taxation of Stockholders** **Taxation of Foreign Stockholders**) will generally be considered to be engaged in a United States trade or business on account of its ownership of an OP Unit. As a result, a Non-U.S. OP unitholder will be required to file U.S. federal income tax returns with respect to its allocable share of Aimco OP's income. A Non-U.S. OP unitholder that is a corporation may also be subject to United States branch profit tax at a rate of 30%, in addition to regular U.S. federal income tax, on its allocable share of such income. Such a tax may be reduced or eliminated by an income tax treaty between the United States and the country with respect to which the Non-U.S. OP unitholder is resident for tax purposes. Non-U.S. OP unitholders are advised to consult their tax advisors regarding the effects an investment in Aimco OP may have on information return requirements and other United States and non-United States tax matters, including the tax consequences of an investment in Aimco OP for the country or other jurisdiction of which such Non-U.S. OP Unitholder is a citizen or in which such Non-U.S. OP Unitholder resides or is otherwise located.

Taxation of Aimco and Aimco Stockholders

Taxation of Aimco

The REIT provisions of the Internal Revenue Code are highly technical and complex. The following summary sets forth certain aspects of the provisions of the Internal Revenue Code that govern the U.S. federal income tax treatment of a REIT and its stockholders. This summary is qualified in its entirety by the applicable Internal Revenue Code provisions, Treasury Regulations, and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect.

Aimco has elected to be taxed as a REIT under the Internal Revenue Code commencing with its taxable year ended December 31, 1994, and Aimco intends to continue such election. Although Aimco believes that, commencing with Aimco's initial taxable year ended December 31, 1994, Aimco was organized in conformity with the requirements for qualification as a REIT, and its actual method of operation has enabled, and its proposed method of operation will enable, it to meet the requirements for qualification and taxation as a REIT under the Internal Revenue Code, no assurance can be given that Aimco has been or will remain so qualified. Such qualification and taxation as a REIT depends upon Aimco's ability to meet, on a continuing basis, through actual annual operating results, asset ownership, distribution levels, and diversity of stock ownership, the various qualification tests imposed under the Internal Revenue Code as discussed below. No assurance can be given that the actual results of Aimco's operation for any one taxable year will satisfy such requirements. See **Taxation of REITS in General** **Failure to Qualify**. No assurance can be given that the IRS will not challenge Aimco's eligibility for taxation as a REIT.

Taxation of REITs in General

Provided Aimco qualifies as a REIT, it will generally be entitled to a deduction for dividends that it pays and therefore will not be subject to U.S. federal corporate income tax on its net income that is currently distributed to its stockholders. This deduction for dividends paid substantially eliminates the double taxation of corporate income (i.e., taxation at both the corporate and stockholder levels) that generally results from investment in a corporation. Rather, income generated by a REIT is generally taxed only at the stockholder level upon a distribution of dividends by the REIT.

For tax years through 2012, most domestic stockholders that are individuals, trusts or estates are taxed on corporate dividends at a maximum rate of 15% (the same as long-term capital gains). With limited exceptions, however, dividends received by stockholders from Aimco or from other entities that are taxed as REITs are generally not

eligible for this rate, and will continue to be taxed at rates applicable to ordinary income. See Taxation of
Stockholders Taxable Domestic Stockholders Distributions.

Net operating losses, foreign tax credits and other tax attributes of a REIT generally do not pass through to the
stockholders of the REIT, subject to special rules for certain items such as capital gains recognized by REITs. See
Taxation of Stockholders.

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If Aimco qualifies as a REIT, it will nonetheless be subject to U.S. federal income tax in the following circumstances:

Aimco will be taxed at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains.

A 100% excise tax may be imposed on some items of income and expense that are directly or constructively paid between Aimco and its taxable REIT subsidiaries (as described below) if and to the extent that the IRS successfully asserts that the economic arrangements between Aimco and its taxable REIT subsidiaries are not comparable to similar arrangements between unrelated parties.

If Aimco has net income from prohibited transactions, which are, in general, sales or other dispositions of property held primarily for sale to customers in the ordinary course of business, other than foreclosure property, such income will be subject to a 100% tax.

If we elect to treat property that we acquire in connection with a foreclosure of a mortgage loan or certain leasehold terminations as foreclosure property, we may thereby avoid the 100% prohibited transactions tax on gain from a resale of that property (if the sale would otherwise constitute a prohibited transaction), but the income from the sale or operation of the property may be subject to corporate income tax at the highest applicable rate. We do not anticipate receiving any income from foreclosure property.

If Aimco should fail to satisfy the 75% gross income test or the 95% gross income test (as discussed below), but nonetheless maintains its qualification as a REIT because certain other requirements have been met, it will be subject to a 100% tax on an amount based on the magnitude of the failure adjusted to reflect the profit margin associated with Aimco's gross income.

Similarly, if Aimco should fail to satisfy the asset test or other requirements applicable to REITs, as described below, yet nonetheless maintain its qualification as a REIT because there is reasonable cause for the failure and other applicable requirements are met, it may be subject to an excise tax. In that case, the amount of the tax will be at least \$50,000 per failure, and, in the case of certain asset test failures, will be determined as the amount of net income generated by the assets in question multiplied by the highest corporate tax rate if that amount exceeds \$50,000 per failure.

If Aimco should fail to distribute during each calendar year at least the sum of (i) 85% of its REIT ordinary income for such year, (ii) 95% of its REIT capital gain net income for such year, and (iii) any undistributed taxable income from prior periods, Aimco will be required to pay a 4% excise tax on the excess of the required distribution over the sum of (a) the amounts actually distributed, plus (b) retained amounts on which income tax is paid at the corporate level.

Aimco may be required to pay monetary penalties to the IRS in certain circumstances, including if it fails to meet the record keeping requirements intended to monitor its compliance with rules relating to the composition of a REIT's stockholders, as described below in Requirements for Qualification.

If Aimco acquires appreciated assets from a corporation that is not a REIT (i.e., a subchapter C corporation) in a transaction in which the adjusted tax basis of the assets in the hands of Aimco is determined by reference to the adjusted tax basis of the assets in the hands of the subchapter C corporation, Aimco may be subject to tax on such appreciation at the highest corporate income tax rate then applicable if Aimco subsequently recognizes gain on the disposition of any such asset during the ten-year period following its acquisition from the subchapter C corporation.

Certain of Aimco's subsidiaries are subchapter C corporations, the earnings of which could be subject to U.S. Federal corporate income tax.

Aimco may be subject to the alternative minimum tax on its items of tax preference, including any deductions of net operating losses.

Aimco and its subsidiaries may be subject to a variety of taxes, including state, local and foreign income taxes, property taxes and other taxes on their assets and operations. Aimco could also be subject to tax in situations and on transactions not presently contemplated.

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Requirements for Qualification

The Internal Revenue Code defines a REIT as a corporation, trust or association:

1. that is managed by one or more trustees or directors;
2. the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest;
3. that would be taxable as a domestic corporation, but for the special Internal Revenue Code provisions applicable to REITs;
4. that is neither a financial institution nor an insurance company subject to certain provisions of the Internal Revenue Code;
5. the beneficial ownership of which is held by 100 or more persons;
6. in which, during the last half of each taxable year, not more than 50% in value of the outstanding stock is owned, directly or indirectly, by five or fewer individuals (as defined in the Internal Revenue Code to include certain entities and as determined by applying certain attribution rules); and
7. that meets other tests described below (including with respect to the nature of its income and assets).

The Internal Revenue Code provides that conditions (1) through (4) must be met during the entire taxable year, and that the condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a shorter taxable year.

Aimco believes that it has been organized, has operated and has issued sufficient shares of stock to satisfy conditions (1) through (7) inclusive. Aimco's articles of incorporation provide certain restrictions regarding transfers of its shares, which are intended to assist Aimco in satisfying the share ownership requirements described in conditions (5) and (6) above. These restrictions, however, may not ensure that Aimco will, in all cases, be able to satisfy the share ownership requirements described in (5) and (6) above.

To monitor Aimco's compliance with the share ownership requirements, Aimco is generally required to maintain records regarding the actual ownership of its shares. To do so, Aimco must demand written statements each year from the record holders of certain percentages of its stock in which the record holders are to disclose the actual owners of the shares (i.e., the persons required to include in gross income the dividends paid by Aimco). A list of those persons failing or refusing to comply with this demand must be maintained as part of Aimco's records. Failure by Aimco to comply with these record keeping requirements could subject it to monetary penalties. A stockholder who fails or refuses to comply with the demand is required by the Treasury Regulations to submit a statement with its tax return disclosing the actual ownership of the shares and certain other information.

In addition, a corporation generally may not elect to become a REIT unless its taxable year is the calendar year. Aimco satisfies this requirement.

Effect of Subsidiary Entities

Ownership of Partnership Interests. In the case of a REIT that is a partner in a partnership, the Treasury Regulations provide that the REIT is deemed to own its proportionate share of the partnership's assets and to earn its proportionate share of the partnership's income for purposes of the asset and gross income tests applicable to REITs as described below. Similarly, the assets and gross income of the partnership are deemed to retain the same character in the hands of the REIT. Thus, Aimco's proportionate share of the assets, liabilities and items of income of Aimco OP and the Subsidiary Partnerships will be treated as assets, liabilities and items of income of Aimco for purposes of applying the REIT requirements described below. A summary of certain rules governing the U.S. federal income taxation of partnerships and their partners is provided below in Tax Aspects of Aimco's Investments in Partnerships.

Disregarded Subsidiaries. Aimco's indirect interests in Aimco OP and other Subsidiary Partnerships are held through wholly owned corporate subsidiaries of Aimco organized and operated as qualified REIT subsidiaries within the meaning of the Internal Revenue Code. A qualified REIT subsidiary is any corporation, other than a

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taxable REIT subsidiary as described below, that is wholly owned by a REIT, or by other disregarded subsidiaries, or by a combination of the two. If a REIT owns a qualified REIT subsidiary, that subsidiary is disregarded for U.S. federal income tax purposes, and all assets, liabilities and items of income, deduction and credit of the subsidiary are treated as assets, liabilities and items of income, deduction and credit of the REIT itself, including for purposes of the gross income and asset tests applicable to REITs as summarized below. Each qualified REIT subsidiary, therefore, is not subject to U.S. Federal corporate income taxation, although it may be subject to state or local taxation. Other entities that are wholly owned by a REIT, including single member limited liability companies, are also generally disregarded as separate entities for U.S. federal income tax purposes, including for purposes of the REIT income and asset tests. Disregarded subsidiaries, along with partnerships in which Aimco holds an equity interest, are sometimes referred to herein as pass-through subsidiaries.

In the event that a disregarded subsidiary of Aimco ceases to be wholly owned—for example, if any equity interest in the subsidiary is acquired by a person other than Aimco or another disregarded subsidiary of Aimco—the subsidiary's separate existence would no longer be disregarded for U.S. federal income tax purposes. Instead, it would have multiple owners and would be treated as either a partnership or a taxable corporation. Such an event could, depending on the circumstances, adversely affect Aimco's ability to satisfy the various asset and gross income requirements applicable to REITs, including the requirement that REITs generally may not own, directly or indirectly, more than 10% of the securities of another corporation. See [Asset Tests](#) and [Income Tests](#).

Taxable Subsidiaries. A REIT, in general, may jointly elect with a subsidiary corporation, whether or not wholly owned, to treat the subsidiary corporation as a taxable REIT subsidiary (TRS). A TRS also includes any corporation, other than a REIT, with respect to which a TRS in which a REIT owns an interest owns securities possessing 35% of the total voting power or total value of the outstanding securities of such corporation. The separate existence of a TRS or other taxable corporation, unlike a disregarded subsidiary as discussed above, is not ignored for U.S. federal income tax purposes. As a result, a parent REIT is not treated as holding the assets of a TRS or as receiving any income that the TRS earns. Rather, the stock issued by the TRS is an asset in the hands of the parent REIT, and the REIT recognizes as income the dividends, if any, that it receives from the subsidiary. This treatment can affect the income and asset test calculations that apply to the REIT, as described below. Because a parent REIT does not include the assets and income of such subsidiary corporations in determining the parent's compliance with the REIT requirements, such entities may be used by the parent REIT to indirectly undertake activities that the REIT rules might otherwise preclude it from doing directly or through pass-through subsidiaries (for example, activities that give rise to certain categories of income such as management fees or foreign currency gains). As a taxable corporation, a TRS is required to pay regular U.S. federal income tax, and state and local income tax where applicable.

Certain of Aimco's operations (including certain of its property management, asset management, risk management, etc.) are conducted through its TRSs. Because Aimco is not required to include the assets and income of such TRSs in determining Aimco's compliance with the REIT requirements, Aimco uses its TRSs to facilitate its ability to offer services and activities to its residents that are not generally considered as qualifying REIT services and activities. If Aimco fails to properly structure and provide such nonqualifying services and activities through its TRSs, its ability to satisfy the REIT gross income requirement, and also its REIT status, may be jeopardized.

A TRS may generally engage in any business except the operation or management of a lodging or health care facility. The operation or management of a health care or lodging facility precludes a corporation from qualifying as a TRS. If any of Aimco's TRSs were deemed to operate or manage a health care or lodging facility, such TRSs would fail to qualify as taxable REIT subsidiaries, and Aimco would fail to qualify as a REIT. Aimco believes that none of its TRSs operate or manage any health care or lodging facilities. However, the statute provides little guidance as to the definition of a health care or lodging facility. Accordingly, there can be no assurance that the IRS will not contend that an Aimco TRS operates or manages a health care or lodging facility, disqualifying it from treatment as a TRS, and thereby resulting in the disqualification of Aimco as a REIT.

Several provisions of the Internal Revenue Code regarding arrangements between a REIT and a TRS seek to ensure that a TRS will be subject to an appropriate level of U.S. federal income taxation. For example, a TRS is limited in its ability to deduct interest payments made to its REIT owner. In addition, Aimco would be obligated to

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pay a 100% penalty tax on certain payments that it receives from, or on certain expenses deducted by, a TRS if the IRS were to successfully assert that the economic arrangements between Aimco and the TRS were not comparable to similar arrangements among unrelated parties.

A portion of the amounts to be used to fund distributions to stockholders may come from distributions made from Aimco's TRSs to Aimco OP, and interest paid by the TRSs on certain notes held by Aimco OP. In general, TRSs pay Federal, state and local income taxes on their taxable income at normal corporate rates. Any Federal, state or local income taxes that Aimco's TRSs are required to pay will reduce Aimco's cash flow from operating activities and its ability to make payments to holders of its securities.

Income Tests

In order to maintain qualification as a REIT, Aimco annually must satisfy two gross income requirements:

First, at least 75% of Aimco's gross income for each taxable year, excluding gross income from sales of inventory or dealer property in prohibited transactions, must be derived from investments relating to real property or mortgages on real property, including rents from real property, dividends received from other REITs, interest income derived from mortgage loans secured by real property, and gains from the sale of real estate assets, as well as certain types of temporary investments.

Second, at least 95% of Aimco's gross income for each taxable year, excluding gross income from prohibited transactions, must be derived from some combination of such income from investments in real property (i.e., income that qualifies under the 75% income test described above), as well as other dividends, interest and gains from the sale or disposition of stock or securities, which need not have any relation to real property.

Rents received by Aimco directly or through Aimco OP or the Subsidiary Partnerships will qualify as rents from real property in satisfying the gross income requirements described above, only if several conditions are met. If rent is partly attributable to personal property leased in connection with a lease of real property, the portion of the total rent attributable to the personal property will not qualify as rents from real property unless it constitutes 15% or less of the total rent received under the lease. Moreover, the REIT generally must not operate or manage the property (subject to certain exceptions) or furnish or render services to the tenants of such property, other than through an independent contractor from which the REIT derives no revenue. Aimco and its affiliates are permitted, however, to directly perform services that are usually or customarily rendered in connection with the rental of space for occupancy only and are not otherwise considered rendered to the occupant of the property. In addition, Aimco and its affiliates may directly or indirectly provide non-customary services to tenants of its properties without disqualifying all of the rent from the property if the payment for such services does not exceed 1% of the total gross income from the property. For purposes of this test, the income received from such non-customary services is deemed to be at least 150% of the direct cost of providing the services. Moreover, Aimco is generally permitted to provide services to tenants or others through a TRS without disqualifying the rental income received from tenants for purposes of the REIT income requirements.

Aimco manages apartment properties for third parties and affiliates through its TRSs. These TRSs receive management fees and other income. A portion of such fees and other income accrue to Aimco through distributions from the TRSs that are classified as dividend income to the extent of the earnings and profits of the TRSs. Such distributions will generally qualify for purposes of the 95% gross income test but not for purposes of the 75% gross income test. Any dividend Aimco receives from a REIT, however, will be qualifying income in Aimco's hands for purposes of both the 95% and 75% income tests.

Any income or gain derived by Aimco directly or through Aimco OP or the Subsidiary Partnerships from instruments that hedge certain risks, such as the risk of changes in interest rates, will not constitute gross income for purposes of the 75% or 95% gross income tests, provided that specified requirements are met. Such requirements include that the instrument hedge risks associated with indebtedness issued by Aimco, Aimco OP or the Subsidiary Partnerships that is incurred to acquire or carry real estate assets (as described below under Asset Tests), and the instrument is properly identified as a hedge, along with the risk that it hedges, within prescribed time periods.

If Aimco fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, it may nevertheless qualify as a REIT for the year if it is entitled to relief under certain provisions of the Internal Revenue

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Code. These relief provisions will be generally available if Aimco's failure to meet these tests was due to reasonable cause and not due to willful neglect, and Aimco attaches a schedule of the sources of its income to its tax return. It is not possible to state whether Aimco would be entitled to the benefit of these relief provisions in all circumstances. If these relief provisions are inapplicable to a particular set of circumstances involving Aimco, Aimco will not qualify as a REIT. Even where these relief provisions apply, the Internal Revenue Code imposes a tax based upon the amount by which Aimco fails to satisfy the particular gross income test.

Asset Tests

Aimco, at the close of each calendar quarter of its taxable year, must also satisfy four tests relating to the nature of its assets:

First, at least 75% of the value of the total assets of Aimco must be represented by some combination of real estate assets, cash, cash items, U.S. government securities, and under some circumstances, stock or debt instruments purchased with new capital. For this purpose, real estate assets include interests in real property, such as land, buildings, leasehold interests in real property, stock of other corporations that qualify as REITs, and some kinds of mortgage backed securities and mortgage loans. Assets that do not qualify for purposes of the 75% test are subject to the additional asset tests described below.

Second, not more than 25% of Aimco's total assets may be represented by securities other than those in the 75% asset class.

Third, of the investments included in the 25% asset class, the value of any one issuer's securities owned by Aimco may not exceed 5% of the value of Aimco's total assets, Aimco may not own more than 10% of any one issuer's outstanding voting securities, and, subject to certain exceptions, Aimco may not own more than 10% of the total value of the outstanding securities of any one issuer. The 5% and 10% asset tests do not apply to securities of TRSs.

Fourth, the aggregate value of all securities of TRSs held by Aimco may not exceed 25% of the value of Aimco's total assets.

Aimco believes that the value of the securities held by Aimco in its TRSs will not exceed, in the aggregate, 25% of the value of Aimco's total assets and that Aimco's ownership interests in its TRSs qualify under the asset tests set forth above.

Notwithstanding the general rule that a REIT is treated as owning its share of the underlying assets of a subsidiary partnership for purposes of the REIT income and asset tests, if a REIT holds indebtedness issued by a partnership, the indebtedness will be subject to, and may cause a violation of, the asset tests, resulting in loss of REIT status, unless it is a qualifying mortgage asset satisfying the rules for straight debt, or is sufficiently small so as not to otherwise cause an asset test violation. Similarly, although stock of another REIT is a qualifying asset for purposes of the REIT asset tests, non-mortgage debt held by Aimco that is issued by another REIT may not so qualify.

Certain securities will not cause a violation of the 10% value test described above. Such securities include instruments that constitute straight debt, which includes, among other things, securities having certain contingency features. A security does not qualify as straight debt where a REIT (or a controlled TRS of the REIT) owns other securities of the same issuer which do not qualify as straight debt, unless the value of those other securities constitute, in the aggregate, 1% or less of the total value of that issuer's outstanding securities. In addition to straight debt, the Internal Revenue Code provides that certain other securities will not violate the 10% value test. Such securities include (a) any loan made to an individual or an estate, (b) certain rental agreements in which one or more payments are to be made in

subsequent years (other than agreements between a REIT and certain persons related to the REIT), (c) any obligation to pay rents from real property, (d) securities issued by governmental entities that are not dependent in whole or in part on the profits of (or payments made by) a non-governmental entity, (e) any security issued by another REIT, and (f) any debt instrument issued by a partnership if the partnership's income is of a nature that it would satisfy the 75% gross income test described above under Income Tests. In applying the 10% value test, a debt security issued by a partnership is not taken into account to the extent, if any, of the REIT's proportionate equity interest in that partnership.

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Aimco believes that its holdings of securities and other assets comply, and will continue to comply, with the foregoing REIT asset requirements, and it intends to monitor compliance on an ongoing basis. No independent appraisals have been obtained, however, to support Aimco's conclusions as to the value of its assets, including Aimco OP's total assets and the value of Aimco OP's interest in its TRSs. Moreover, values of some assets may not be susceptible to a precise determination, and values are subject to change in the future. Furthermore, the proper classification of an instrument as debt or equity for U.S. federal income tax purposes may be uncertain in some circumstances, which could affect the application of the REIT asset requirements. Accordingly, there can be no assurance that the IRS will not contend that Aimco's interests in its subsidiaries or in the securities of other issuers will cause a violation of the REIT asset requirements and loss of REIT status.

Certain relief provisions are available to allow REITs to satisfy the asset requirements or to maintain REIT qualification notwithstanding certain violations of the asset and other requirements. One such provision allows a REIT which fails one or more of the asset tests to nevertheless maintain its REIT qualification if (a) it provides the IRS with a description of each asset causing the failure, (b) the failure is due to reasonable cause and not willful neglect, (c) the REIT pays a tax equal to the greater of (i) \$50,000 per failure, and (ii) the product of the net income generated by the assets that caused the failure multiplied by the highest applicable corporate tax rate, and (d) the REIT either disposes of the assets causing the failure within 6 months after the last day of the quarter in which it identifies the failure, or otherwise satisfies the relevant asset tests within that time frame.

A second relief provision contained in the Internal Revenue Code applies to de minimis violations of the 10% and 5% asset tests. A REIT may maintain its qualification despite a violation of such requirements if (a) the value of the assets causing the violation do not exceed the lesser of 1% of the REIT's total assets, and \$10,000,000, and (b) the REIT either disposes of the assets causing the failure within 6 months after the last day of the quarter in which it identifies the failure, or the relevant tests are otherwise satisfied within that time frame.

If we should fail to satisfy the asset tests at the end of a calendar quarter, such a failure would not cause us to lose our REIT status if we (1) satisfied the asset tests at the close of the preceding calendar quarter and (2) the discrepancy between the value of our assets and the asset test requirements was not wholly or partly caused by an acquisition of non-qualifying assets, but instead arose from changes in the market value of our assets. If the condition described in (2) were not satisfied, we still could avoid disqualification by eliminating any discrepancy within 30 days after the close of the calendar quarter in which it arose.

Annual Distribution Requirements

In order for Aimco to qualify as a REIT, Aimco is required to distribute dividends, other than capital gain dividends, to its stockholders in an amount at least equal to:

the sum of

(a) 90% of Aimco's REIT taxable income, computed without regard to the deduction for dividends paid and net capital gain of Aimco, and

(b) 90% of the net income, if any, from foreclosure property (as described below), minus

the sum of certain items of noncash income.

These distributions must be paid in the taxable year to which they relate, or in the following taxable year if they are declared in October, November, or December of the taxable year, are payable to stockholders of record on a specified date in any such month, and are actually paid before the end of January of the following year. In order for distributions

to be counted for this purpose, and to give rise to a tax deduction by Aimco, they must not be preferential dividends. A dividend is not a preferential dividend if it is pro rata among all outstanding shares of stock within a particular class, and is in accordance with the preferences among different classes of stock as set forth in Aimco's organizational documents.

To the extent that Aimco distributes at least 90%, but less than 100%, of its REIT taxable income, as adjusted, it will be subject to tax thereon at ordinary corporate tax rates. In any year, Aimco may elect to retain, rather than distribute, its net capital gain and pay tax on such gain. In such a case, Aimco's stockholders would include their proportionate share of such undistributed long-term capital gain in income and receive a corresponding credit for

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their share of the tax paid by Aimco. Aimco's stockholders would then increase the adjusted basis of their Aimco shares by the difference between the designated amounts included in their long-term capital gains and the tax deemed paid with respect to their shares.

To the extent that a REIT has available net operating losses carried forward from prior tax years, such losses may reduce the amount of distributions that it must make in order to comply with the REIT distribution requirements. Such losses, however, will generally not affect the character, in the hands of stockholders, of any distributions that are actually made by the REIT, which are generally taxable to stockholders to the extent that the REIT has current or accumulated earnings and profits. See Taxation of Stockholders Taxable Domestic Stockholders Distributions.

If Aimco should fail to distribute during each calendar year at least the sum of:

85% of its REIT ordinary income for such year,

95% of its REIT capital gain net income for such year (excluding retained net capital gain), and

any undistributed taxable income from prior periods,

Aimco would be subject to a 4% excise tax on the excess of such required distribution over the sum of (x) the amounts actually distributed, and (y) the amounts of income retained on which it has paid corporate income tax.

It is possible that Aimco, from time to time, may not have sufficient cash to meet the 90% distribution requirement due to timing differences between (i) the actual receipt of cash (including receipt of distributions from Aimco OP) and (ii) the inclusion of certain items in income by Aimco for U.S. federal income tax purposes. In the event that such timing differences occur, in order to meet the distribution requirements Aimco may find it necessary to arrange for short-term, or possibly long-term, borrowings, or to pay dividends in the form of taxable in-kind distributions of property.

Under certain circumstances, Aimco may be able to rectify a failure to meet the distribution requirement for a year by paying deficiency dividends to stockholders in a later year, which may be included in Aimco's deduction for dividends paid for the earlier year. In this case, Aimco may be able to avoid losing its REIT status or being taxed on amounts distributed as deficiency dividends; however, Aimco will be required to pay interest and a penalty based on the amount of any deduction taken for deficiency dividends.

Prohibited Transactions

Net income derived by a REIT from a prohibited transaction is subject to a 100% excise tax. The term prohibited transaction generally includes a sale or other disposition of property (other than foreclosure property) that is held primarily for sale to customers in the ordinary course of a trade or business. Aimco intends to conduct its operations so that no asset owned by Aimco or its pass-through subsidiaries will be held for sale to customers, and that a sale of any such asset will not be in the ordinary course of Aimco's business. Whether property is held primarily for sale to customers in the ordinary course of a trade or business depends, however, on the particular facts and circumstances. No assurance can be given that no property sold by Aimco will be treated as property held for sale to customers, or that Aimco can comply with certain safe-harbor provisions of the Internal Revenue Code that would prevent the imposition of the 100% excise tax. The 100% tax does not apply to gains from the sale of property that is held through a TRS or other taxable corporation, although such income will be subject to tax in the hands of the corporation at regular corporate rates.

Penalty Tax

Aimco will be subject to a 100% penalty tax on the amount of certain non-arm's length payments received from, or certain expenses deducted by, a TRS if the IRS were to successfully assert that the economic arrangements between Aimco and such TRS are not comparable to similar transaction between unrelated parties. Such amounts may include rents from real property that are overstated as a result of services furnished by a TRS to tenants of Aimco and amounts that are deducted by a TRS for payments made to Aimco that are in excess of the amounts that would have been charged by an unrelated party.

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Aimco believes that the fees paid to its TRSs for tenant services are comparable to the fees that would be paid to an unrelated third party negotiating at arm's-length. This determination, however, is inherently factual, and the IRS may assert that the fees paid by Aimco do not represent arm's-length amounts. If the IRS successfully made such an assertion, Aimco would be required to pay a 100% penalty tax on the excess of an arm's-length fee for tenant services over the amount actually paid.

Failure to Qualify

If Aimco fails to qualify for taxation as a REIT in any taxable year, and the relief provisions do not apply, Aimco will be subject to tax, including any applicable alternative minimum tax, on its taxable income at regular corporate rates. Distributions to stockholders in any year in which Aimco fails to qualify will not be deductible by Aimco nor will they be required to be made. In such event, to the extent of current and accumulated earnings and profits, all distributions to stockholders that are individuals will generally be taxable at the preferential income tax rates (i.e., the 15% maximum federal rate through 2012) for qualified dividends. In addition, subject to the limitations of the Internal Revenue Code, corporate distributees may be eligible for the dividends received deduction. Unless Aimco is entitled to relief under specific statutory provisions, Aimco would also be disqualified from re-electing to be taxed as a REIT for the four taxable years following the year during which qualification was lost. It is not possible to state whether, in all circumstances, Aimco would be entitled to this statutory relief.

Tax Aspects of Aimco's Investments in Partnerships

General. Substantially all of Aimco's investments are held indirectly through Aimco OP. In general, partnerships are pass-through entities that are not subject to U.S. federal income tax. Rather, partners are allocated their proportionate shares of the items of income, gain, loss, deduction and credit of a partnership, and are potentially subject to tax on these items, without regard to whether the partners receive a distribution from the partnership. Aimco will include in its income its proportionate share of the foregoing partnership items for purposes of the various REIT income tests and in the computation of its REIT taxable income. Moreover, for purposes of the REIT asset tests, Aimco will include its proportionate share of assets held by Aimco OP and the Subsidiary Partnerships. See *Taxation of REITs in General* *Effect of Subsidiary Entities* *Ownership of Partnership Interests*.

Entity Classification. Aimco's direct and indirect investment in partnerships involves special tax considerations, including the possibility of a challenge by the IRS of the tax status of Aimco OP or any of the Subsidiary Partnerships as a partnership for U.S. federal income tax purposes. If any of these entities were treated as an association for U.S. federal income tax purposes, it would be taxable as a corporation and therefore could be subject to an entity-level tax on its income. In such a situation, the character of Aimco's assets and items of gross income would change and could preclude Aimco from satisfying the REIT asset tests and gross income tests (see *Taxation of REITs in General* *Asset Tests* and *Taxation of REITs in General* *Income Tests*), and in turn could prevent Aimco from qualifying as a REIT unless Aimco is eligible for relief from the violation pursuant to relief provisions described above. See

Taxation of REITs in General *Failure to Qualify* above for a summary of the effect of Aimco's failure to satisfy the REIT tests for a taxable year, and of the relief provisions. In addition, any change in the status of any of the Subsidiary Partnerships for tax purposes might be treated as a taxable event, in which case Aimco might incur a tax liability without any related cash distributions.

Tax Allocations With Respect To The Properties. Under the Internal Revenue Code and the Treasury Regulations, income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership in exchange for an interest in the partnership must be allocated for tax purposes in a manner such that the contributing partner is charged with, or benefits from the unrealized gain or unrealized loss associated with the property at the time of the contribution. The amount of the unrealized gain or unrealized loss is generally equal to the difference between the fair market value of the contributed property at the time of contribution, and the adjusted tax basis of such property

at the time of contribution (a Book Tax Difference). Such allocations are solely for U.S. federal income tax purposes and do not affect the book capital accounts or other economic or legal arrangements among the partners. Aimco OP was formed by way of contributions of appreciated property. Consequently, allocations must be made in a manner consistent with these requirements. Where a partner contributes cash to a partnership at a time that the partnership holds appreciated (or depreciated) property, the

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Treasury Regulations provide for a similar allocation of these items to the other (i.e., non-contributing) partners. These rules apply to the contribution by Aimco to Aimco OP of the cash proceeds received in any offerings of its stock.

In general, certain unitholders will be allocated lower amounts of depreciation deductions for tax purposes and increased taxable income and gain on the sale by Aimco OP or other Subsidiary Partnerships of the contributed properties. This will tend to eliminate the Book-Tax Difference over the life of these partnerships. However, the special allocations do not always entirely rectify the Book-Tax Difference on an annual basis or with respect to a specific taxable transaction such as a sale. Thus, the carryover basis of the contributed properties in the hands of Aimco OP or other Subsidiary Partnerships may cause Aimco to be allocated lower depreciation and other deductions, and possibly greater amounts of taxable income in the event of a sale of such contributed assets in excess of the economic or book income allocated to it as a result of such sale. This may cause Aimco to recognize, over time, taxable income in excess of cash proceeds, which might adversely affect Aimco's ability to comply with the REIT distribution requirements. See *Taxation of REITs in General* Annual Distribution Requirements.

With respect to any property purchased or to be purchased by any of the Subsidiary Partnerships (other than through the issuance of units) subsequent to the formation of Aimco, such property will initially have a tax basis equal to its fair market value and the special allocation provisions described above will not apply.

Sale Of The Properties. Aimco's share of any gain realized by Aimco OP or any other Subsidiary Partnership on the sale of any property held as inventory or primarily for sale to customers in the ordinary course of business will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. See *Taxation of REITs in General* Prohibited Transactions. Under existing law, whether property is held as inventory or primarily for sale to customers in the ordinary course of a partnership's trade or business is a question of fact that depends on all the facts and circumstances with respect to the particular transaction. Aimco OP and the other Subsidiary Partnerships intend to hold their properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing, owning and operating the properties and to make such occasional sales of the properties, including peripheral land, as are consistent with Aimco's investment objectives.

Taxation of Stockholders

Taxable Domestic Stockholders

Distributions. Provided that Aimco qualifies as a REIT, distributions made to Aimco's taxable domestic stockholders out of current or accumulated earnings and profits (and not designated as capital gain dividends) will generally be taken into account by them as ordinary income and will not be eligible for the dividends received deduction for corporations. With limited exceptions, dividends received from REITs are not eligible for taxation at the preferential income tax rates for qualified dividends received by individuals from taxable C corporations. Stockholders that are individuals, however, are taxed at the preferential rates on dividends designated by and received from REITs to the extent that the dividends are attributable to (i) income retained by the REIT in the prior taxable year on which the REIT was subject to corporate level income tax (less the amount of tax), (ii) dividends received by the REIT from TRSs or other taxable C corporations, or (iii) income in the prior taxable year from the sales of built-in gain property acquired by the REIT from C corporations in carryover basis transactions (less the amount of corporate tax on such income).

Distributions (and retained net capital gains) that are designated as capital gain dividends will generally be taxed to stockholders as long-term capital gains, to the extent that they do not exceed Aimco's actual net capital gain for the taxable year, without regard to the period for which the stockholder has held its stock. However, corporate stockholders may be required to treat up to 20% of certain capital gain dividends as ordinary income. Long-term

capital gains are generally taxable at maximum Federal rates of 15% through 2012 in the case of stockholders who are individuals, and 35% in the case of stockholders that are corporations. Capital gains attributable to the sale of depreciable real property held for more than 12 months are subject to a 25% maximum U.S. federal income tax rate for taxpayers who are individuals, to the extent of previously claimed depreciation deductions.

Aimco may elect to retain and pay taxes on some or all of its net long-term capital gain, in which case U.S. stockholders will be treated as having received, solely for U.S. federal income tax purposes, Aimco's

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undistributed capital gain as well as a corresponding credit or refund, as the case may be, for taxes that Aimco paid on such undistributed capital gain. See Taxation of REITs in General Annual Distribution Requirements.

In determining the extent to which a distribution constitutes a dividend for tax purposes, Aimco's earnings and profits generally will be allocated first to distributions with respect to preferred stock prior to allocating any remaining earnings and profits to distributions on Aimco's common stock. If Aimco has net capital gains and designates some or all of its distributions as capital gain dividends to that extent, the capital gain dividends will be allocated among different classes of stock in proportion to the allocation of earnings and profits as described above.

Distributions in excess of current and accumulated earnings and profits will not be taxable to a stockholder to the extent that they do not exceed the adjusted basis of the stockholder's shares in respect of which the distributions were made, but rather will reduce the adjusted basis of such shares. To the extent that such distributions exceed the adjusted basis of a stockholder's shares, they will be included in income as long-term capital gain, or short-term capital gain if the shares have been held for one year or less. In addition, any dividend declared by Aimco in October, November or December of any year and payable to a stockholder of record on a specified date in any such month will be treated as both paid by Aimco and received by the stockholder on December 31 of such year, *provided* that the dividend is actually paid by Aimco before the end of January of the following calendar year.

To the extent that a REIT has available net operating losses and capital losses carried forward from prior tax years, such losses may reduce the amount of distributions that must be made in order to comply with the REIT distribution requirements. See Taxation of REITs in General Annual Distribution Requirements. Such losses, however, are not passed through to stockholders and do not offset income of stockholders from other sources, nor would they affect the character of any distributions that are actually made by a REIT, which are generally subject to tax in the hands of stockholders to the extent that the REIT has current or accumulated earnings and profits.

Dispositions of Aimco Stock. A stockholder will realize gain or loss upon the sale, redemption or other taxable disposition of stock in an amount equal to the difference between the sum of the fair market value of any property and cash received in such disposition, and the stockholder's adjusted tax basis in the stock at the time of the disposition. In general, a stockholder's tax basis will equal the stockholder's acquisition cost, increased by the excess of net capital gains deemed distributed to the stockholder (as discussed above), less tax deemed paid on such net capital gains, and reduced by returns of capital. In general, capital gains recognized by individuals upon the sale or disposition of shares of Aimco stock will be subject to a taxation at long-term capital gains rates if the Aimco stock is held for more than 12 months, and will be taxed at ordinary income rates if the Aimco stock is held for 12 months or less. Gains recognized by stockholders that are corporations are currently subject to U.S. federal income tax at a maximum rate of 35%, whether or not classified as long-term capital gains. Capital losses recognized by a stockholder upon the disposition of Aimco stock held for more than one year at the time of disposition will be considered long-term capital losses, and are generally available only to offset capital gain income of the stockholder but not ordinary income (except in the case of individuals, who may offset up to \$3,000 of ordinary income each year). In addition, any loss upon a sale or exchange of shares of Aimco stock by a stockholder who has held the shares for six months or less, after applying holding period rules, will be treated as a long-term capital loss to the extent of distributions received from Aimco that are required to be treated by the stockholder as long-term capital gain.

A redemption of Aimco stock (including preferred stock or equity stock) will be treated under Section 302 of the Internal Revenue Code as a dividend subject to tax at ordinary income tax rates (to the extent of Aimco's current or accumulated earnings and profits), unless the redemption satisfies certain tests set forth in Section 302(b) of the Internal Revenue Code enabling the redemption to be treated as a sale or exchange of the stock. The redemption will satisfy such test if it (i) is substantially disproportionate with respect to the holder (which will not be the case if only the stock is redeemed, since it generally does not have voting rights), (ii) results in a complete termination of the holder's stock interest in Aimco, or (iii) is not essentially equivalent to a dividend with respect to the holder, all within

the meaning of Section 302(b) of the Internal Revenue Code. In determining whether any of these tests have been met, shares considered to be owned by the holder by reason of certain constructive ownership rules set forth in the Internal Revenue Code, as well as shares actually owned, must generally be taken into account. Because the determination as to whether any of the alternative tests of Section 302(b) of the Internal Revenue Code is

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satisfied with respect to any particular holder of the stock will depend upon the facts and circumstances as of the time the determination is made, prospective investors are advised to consult their own tax advisors to determine such tax treatment. If a redemption of the stock is treated as a distribution that is taxable as a dividend, the amount of the distribution would be measured by the amount of cash and the fair market value of any property received by the stockholders. The stockholder's adjusted tax basis in such redeemed stock would be transferred to the holder's remaining stockholdings in Aimco. If, however, the stockholder has no remaining stockholdings in Aimco, such basis may, under certain circumstances, be transferred to a related person or it may be lost entirely.

If an investor recognizes a loss upon a subsequent disposition of stock or other securities of Aimco in an amount that exceeds a prescribed threshold, it is possible that the provisions of the Treasury Regulations involving reportable transactions could apply, with a resulting requirement to separately disclose the loss generating transaction to the IRS. While these Treasury Regulations are directed towards tax shelters, they are written quite broadly, and apply to transactions that would not typically be considered tax shelters. In addition, the Internal Revenue Code imposes penalties for failure to comply with these requirements. Prospective investors should consult their tax advisors concerning any possible disclosure obligation with respect to the receipt or disposition of stock or securities of Aimco, or transactions that might be undertaken directly or indirectly by Aimco. Moreover, prospective investors should be aware that Aimco and other participants in the transactions involving Aimco (including their advisors) might be subject to disclosure or other requirements pursuant to these Treasury Regulations

Taxation Of Foreign Stockholders

The following is a summary of certain anticipated U.S. federal income and estate tax consequences of the ownership and disposition of Aimco stock applicable to Non-U.S. stockholders. A Non-U.S. stockholder is generally any person other than (i) a citizen or resident of the U.S., (ii) a corporation or partnership created or organized in the U.S. or under the laws of the U.S. or of any state thereof or the District of Columbia, (iii) an estate whose income is includable in gross income for U.S. federal income tax purposes regardless of its source or (iv) a trust if a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of such trust. The discussion is based on current law and is for general information only. The discussion addresses only certain and not all aspects of U.S. federal income and estate taxation.

Ordinary Dividends. The portion of dividends received by Non-U.S. stockholders payable out of Aimco's earnings and profits which are not attributable to capital gains of Aimco and which are not effectively connected with a U.S. trade or business of the Non-U.S. stockholder will be subject to U.S. withholding tax at the rate of 30% (unless reduced by treaty and the Non-U.S. stockholder provides appropriate documentation regarding its eligibility for treaty benefits). In general, Non-U.S. stockholders will not be considered engaged in a U.S. trade or business solely as a result of their ownership of Aimco stock. In cases where the dividend income from a Non-U.S. stockholder's investment in Aimco stock is, or is treated as, effectively connected with the Non-U.S. stockholder's conduct of a U.S. trade or business, the Non-U.S. stockholder generally will be subject to U.S. tax at graduated rates, in the same manner as domestic stockholders are taxed with respect to such dividends, such income must generally be reported on a U.S. income tax return filed by or on behalf of the Non-U.S. stockholder, and the income may also be subject to the 30% branch profits tax in the case of a Non-U.S. stockholder that is a corporation.

Non-Dividend Distributions. Unless Aimco stock constitutes a U.S. real property interest (a USRPI) within the meaning of the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), distributions by Aimco which are not dividends out of the earnings and profits of Aimco will not be subject to U.S. income tax. If it cannot be determined at the time at which a distribution is made whether or not the distribution will exceed current and accumulated earnings and profits, the distribution will be subject to withholding at the rate applicable to dividends. However, the Non-U.S. stockholder may seek a refund from the IRS of any amounts withheld if it is subsequently determined that the distribution was, in fact, in excess of current and accumulated earnings and profits of Aimco. If Aimco stock

constitutes a USRPI, distributions by Aimco in excess of the sum of its earnings and profits plus the stockholder's basis in its Aimco stock will be taxed under FIRPTA at the rate of tax, including any applicable capital gains rates, that would apply to a domestic stockholder of the same type (e.g., an individual or a

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corporation, as the case may be), and the collection of the tax will be enforced by a refundable withholding at a rate of 10% of the amount by which the distribution exceeds the stockholder's share of Aimco's earnings and profits.

Capital Gain Dividends. Under FIRPTA, a distribution made by Aimco to a Non-U.S. stockholder, to the extent attributable to gains from dispositions of USRPIs held by Aimco directly or through pass-through subsidiaries (USRPI Capital Gains), will, except as described below, be considered effectively connected with a U.S. trade or business of the Non-U.S. stockholder and will be subject to U.S. income tax at the rates applicable to U.S. individuals or corporations, without regard to whether the distribution is designated as a capital gain dividend. In addition, Aimco will be required to withhold tax equal to 35% of the amount of the distribution to the extent such distribution constitutes USRPI Capital Gains. Distributions subject to FIRPTA may also be subject to a 30% branch profits tax in the hands of a Non-U.S. stockholder that is a corporation. A distribution is not a USRPI Capital Gain if Aimco held the underlying asset solely as a creditor. Capital gain dividends received by a Non-U.S. stockholder from a REIT that are attributable to dispositions by that REIT of assets other than USRPIs are generally not subject to U.S. income or withholding tax.

A capital gain dividend by Aimco that would otherwise have been treated as a USRPI Capital Gain will not be so treated or be subject to FIRPTA, will generally not be treated as income that is effectively connected with a U.S. trade or business, and will instead be treated the same as an ordinary dividend from Aimco (see Taxation of Foreign Stockholders Ordinary Dividends), provided that (1) the capital gain dividend is received with respect to a class of stock that is regularly traded on an established securities market located in the U.S., and (2) the recipient Non-U.S. stockholder does not own more than 5% of that class of stock at any time during the one year period ending on the date on which the capital gain dividend is received.

Dispositions of Aimco Stock. Unless Aimco stock constitutes a USRPI, a sale of Aimco stock by a Non-U.S. stockholder generally will not be subject to U.S. taxation. The stock will be treated as a USRPI if 50% or more of Aimco's assets throughout a prescribed testing period consist of interests in real property located within the U.S., excluding, for this purpose, interests in real property solely in a capacity as a creditor. Even if the foregoing test is met, Aimco stock nonetheless will not constitute a USRPI if Aimco is a domestically controlled qualified investment entity. A domestically controlled qualified investment entity is a REIT in which, at all times during a specified testing period, less than 50% in value of its shares is held directly or indirectly by Non-U.S. stockholders. Aimco believes that it is, and it expects to continue to be, a domestically controlled qualified investment entity. If Aimco is, and continues to be, a domestically controlled qualified investment entity, the sale of Aimco stock should not be subject to U.S. taxation. Because most classes of stock of Aimco are publicly traded, however, no assurance can be given that Aimco is or will continue to be a domestically controlled qualified investment entity.

Even if Aimco does not constitute a domestically controlled qualified investment entity, a Non-U.S. stockholder's sale of stock nonetheless generally will not be subject to tax under FIRPTA as a sale of a USRPI provided that:

the stock is of a class that is regularly traded (as defined by applicable Treasury Regulations) on an established securities market (e.g., the NYSE, on which Aimco stock is listed), and

the selling Non-U.S. stockholder held 5% or less of such class of Aimco's outstanding stock at all times during a specified testing period.

If gain on the sale of stock of Aimco were subject to taxation under FIRPTA, the Non-U.S. stockholder would be subject to the same treatment as a U.S. stockholder with respect to such gain (subject to applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals) and the purchaser of the stock could be required to withhold 10% of the purchase price and remit such amount to the IRS.

Gain from the sale of Aimco stock that would not otherwise be subject to taxation under FIRPTA will nonetheless be taxable in the U.S. to a non-U.S. stockholder in two cases. First, if the Non-U.S. stockholder's investment in the Aimco stock is effectively connected with a U.S. trade or business conducted by such Non-U.S. stockholder, the Non-U.S. stockholder will be subject to the same treatment as a U.S. stockholder with respect to such gain. Second, if the Non-U.S. stockholder is a nonresident alien individual who was present in the U.S. for 183 days or more during the taxable year and has a tax home in the U.S., the nonresident alien individual will be subject to a 30% tax on the individual's capital gain.

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Estate Tax. Aimco stock owned or treated as owned by an individual who is not a citizen or resident (as specially defined for U.S. Federal estate tax purposes) of the U.S. at the time of death will be includible in the individual's gross estate for U.S. Federal estate tax purposes, unless an applicable estate tax treaty provides otherwise. Such individual's estate may be subject to U.S. Federal estate tax on the property includible in the estate for U.S. Federal estate tax purposes.

Taxation of Tax-Exempt Stockholders

Tax-exempt entities, including qualified employee pension and profit sharing trusts and individual retirement accounts, generally are exempt from U.S. federal income taxation. However, they are subject to taxation on their unrelated business taxable income (UBTI). While many investments in real estate may generate UBTI, the IRS has ruled that dividend distributions from a REIT to a tax-exempt entity do not constitute UBTI. Based on that ruling, and provided that (1) a tax-exempt stockholder has not held its Aimco stock as debt financed property within the meaning of the Internal Revenue Code (i.e., where the acquisition or holding of the property is financed through a borrowing by the tax-exempt stockholder), and (2) the Aimco stock is not otherwise used in an unrelated trade or business, Aimco believes that distributions from Aimco and income from the sale of the Aimco stock should not give rise to UBTI to a tax-exempt stockholder.

Tax-exempt stockholders that are social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts, and qualified group legal services plans that are exempt from taxation under paragraphs (7), (9), (17) and (20), respectively, of Section 501(c) of the Internal Revenue Code are subject to different UBTI rules, which generally will require them to characterize distributions from Aimco as UBTI.

In certain circumstances, a pension trust that owns more than 10% of our stock could be required to treat a percentage of the dividends as UBTI if we are a pension-held REIT. We will not be a pension-held REIT unless (1) we are required to look through one or more of our pension trust stockholders in order to satisfy the REIT closely-held test, and (2) either (i) one pension trust owns more than 25% of the value of our stock, or (ii) one or more pension trusts, each individually holding more than 10% of the value of our stock, collectively owns more than 50% of the value of our stock. Certain restrictions on ownership and transfer of Aimco's stock generally should prevent a tax-exempt entity from owning more than 10% of the value of our stock and generally should prevent us from becoming a pension-held REIT.

Other Tax Consequences

Legislative or Other Actions Affecting REITs

The present federal income tax treatment of REITs may be modified, possibly with retroactive effect, by legislative, judicial or administrative action at any time. The REIT rules are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department which may result in statutory changes as well as revisions to regulations and interpretations. Changes to the federal tax laws and interpretations thereof could adversely affect an investment in our common stock.

Under recently enacted legislation, for taxable years beginning after December 31, 2012, certain U.S. holders who are individuals, estates or trusts and whose income exceeds certain thresholds will be required to pay a 3.8% Medicare tax on dividend and other income, including capital gains from the sale or other disposition of Aimco common stock.

Recently enacted legislation will require, after December 31, 2012, withholding at a rate of 30% on dividends in respect of, and gross proceeds from the sale of, Aimco common stock held by or through certain foreign financial institutions (including investment funds), unless such institution enters into an agreement with the Secretary of the

Treasury to report, on an annual basis, information with respect to shares in the institution held by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons. Accordingly, the entity through which Aimco common stock is held will affect the determination of whether such withholding is required. Similarly, dividends in respect of, and gross proceeds from the sale of, Aimco common stock held by an investor that is a non-financial non-U.S. entity will be subject to withholding at a rate of 30%, unless such entity either (i) certifies to Aimco that such entity does not have any substantial United States owners or (ii) provides

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certain information regarding the entity's substantial United States owners, which Aimco will in turn provide to the Secretary of the Treasury. Non-U.S. stockholders are encouraged to consult with their tax advisors regarding the possible implications of the legislation on their investment in Aimco common stock.

State, Local And Foreign Taxes

Aimco, Aimco OP, Aimco stockholders and OP Unitholders may be subject to state, local or foreign taxation in various jurisdictions, including those in which it or they transact business, own property or reside. It should be noted that Aimco OP owns properties located in a number of states and local jurisdictions, and OP Unitholders may be required to file income tax returns in some or all of those jurisdictions. The state, local or foreign tax treatment of Aimco OP, Aimco, Aimco stockholders and OP Unitholders may not conform to the U.S. federal income tax consequences discussed above. Consequently, prospective investors are urged to consult their tax advisors regarding the application and effect of state, local and foreign tax laws on an investment in Aimco.

Table of Contents**FEES AND EXPENSES**

The costs of planning and implementing the proposed transactions, including the preparation of this consent solicitation/prospectus, will be borne by Aimco OP without regard to whether the transactions are effectuated. Except as set forth in this consent solicitation/prospectus, Aimco OP will not pay any fees or commissions to any broker, dealer or other person in connection with the transactions. NPI Equity has retained Eagle Rock Proxy Advisors, LLC, or the Information Agent, to act as the consent solicitor and information agent in connection with the transactions. The Information Agent may contact holders of NPI Units by mail, e-mail, telephone, telex, telegraph and in person and may request brokers, dealers and other nominee limited partners to forward materials relating to the conversion and merger to beneficial owners of the NPI Units. Aimco OP will pay the Information Agent reasonable and customary compensation for its services in connection with the transactions, plus reimbursement for out-of-pocket expenses, and will indemnify it against certain liabilities and expenses in connection therewith, including liabilities under the United States Federal securities laws. Aimco OP will also pay all costs and expenses of filing, printing and mailing the consent solicitation/prospectus as well as any related legal fees and expenses.

Below is an itemized list of the estimated expenses incurred and to be incurred in connection with preparing and delivering this consent solicitation/prospectus:

Information Agent Fees	\$ 7,500
Printing Fees	139,700
Postage Fees	14,400
Tax and Accounting Fees	50,000
Appraisal Fees	11,000
Fairness Opinion Fees	36,400
Legal Fees	200,000
Total	\$ 459,000

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LEGAL MATTERS

The validity of the Aimco Class A Common Stock issuable upon redemption of the OP Units will be passed upon by DLA Piper LLP (US). The validity of the OP Units offered by this consent solicitation/prospectus will be passed upon by Alston & Bird LLP.

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EXPERTS

The consolidated financial statements of Aimco for the year ended December 31, 2010 appearing in Aimco's Current Report on Form 8-K dated July 28, 2011 (including the schedule appearing therein), and the effectiveness of Aimco's internal control over financial reporting appearing in Aimco's Annual Report on Form 10-K for the year ended December 31, 2010 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements and Aimco management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010 are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Aimco OP for the year ended December 31, 2010 appearing in Aimco OP's Current Report on Form 8-K dated July 28, 2011 (including the schedule appearing therein), and the effectiveness of Aimco OP's internal control over financial reporting appearing in Aimco OP's Annual Report on Form 10-K for the year ended December 31, 2010 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and included in Annex K and Annex I to this consent solicitation/prospectus. Such consolidated financial statements and Aimco OP management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010 are included herein in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The financial statements of NPI appearing in NPI's Annual Report on Form 10-K for the year ended December 31, 2010 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and included in Annex G of this consent solicitation/prospectus. Such financial statements are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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WHERE YOU CAN FIND ADDITIONAL INFORMATION

Information Incorporated by Reference

Aimco, Aimco OP and NPI are subject to the informational requirements of the Exchange Act, and, in accordance therewith, file reports, consent solicitations and other information with the SEC. You may read and copy any document so filed at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Aimco, Aimco OP and NPI's filings are also available to the public at the SEC's web site at <http://www.sec.gov>.

The information that Aimco files with the SEC is incorporated by reference, which means that important information is being disclosed to you by referring you to those documents. The information incorporated by reference is considered to be part of this consent solicitation/prospectus. The documents listed below are incorporated by reference along with all documents filed by us with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (i) after the date of the initial registration statement and prior to effectiveness of the registration statement and (ii) after the date of this prospectus and before the completion of the offering of the securities described in this prospectus.

Proxy Statement for the 2011 Annual Meeting of Stockholders of Aimco (filed March 14, 2011);

Aimco's Annual Report on Form 10-K for the year ended December 31, 2010 (filed February 25, 2011);

Aimco's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 (filed April 29, 2011); and

Aimco's Current Reports on Form 8-K, dated January 10, 2011 (filed January 11, 2011), April 14, 2011 (filed April 14, 2011), July 26, 2011 (filed July 27, 2011), and July 28, 2011 (filed July 28, 2011).

You may request a copy of these filings, at no cost, by writing or calling Aimco at the following address and telephone number:

ISTC Corporation
P.O. Box 2347
Greenville, South Carolina 29602
(864) 239-1029

If you would like to request documents, please do so by [], 2011 to receive them prior to the expiration date. If you request any incorporated documents from Aimco, Aimco will mail them to you by first class mail, or another equally prompt means, within one business day after Aimco receives your request.

You should rely only on the information included or incorporated by reference in this consent solicitation/prospectus. No person is authorized to provide you with different information. You should not assume that the information in this consent solicitation/prospectus is accurate as of any date other than the date on the front of the document.

Information Included in the Annexes to this Consent solicitation/Prospectus

Important information is also included in the Annexes attached hereto, including the following:

Annex A Agreement and Plan of Conversion and Merger;

Annex B Amendment to Limited Partnership Agreement;

Annex C Appraisal Rights of Limited Partners;

Annex D Opinion of Duff & Phelps, LLC;

Annex E Officers and Directors;

Annex F Summary of Appraisal Table;

Annex G NPI s Annual Report on Form 10-K for the year ended December 31, 2010;

Annex H NPI s Quarterly Report on Form 10-Q for the three months ended March 31, 2011;

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Annex I Aimco OP's Annual Report on Form 10-K for the year ended December 31, 2010 (excluding the report of the independent registered accounting firm, the financial statements and the notes thereto);

Annex J Aimco OP's Quarterly Report on Form 10-Q for the three months ended March 31, 2011;

Annex K Aimco OP's Current Report on Form 8-K, filed with the SEC on July 28, 2011, which includes Aimco OP's Selected Financial Data, Management's Discussion and Analysis of Financial Condition and Results of Operations and Financial Statements and Supplementary Data from its Annual Report on Form 10-K for the year ended December 31, 2010, revised to reflect additional discontinued operations through March 31, 2011.

References to the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995 are included in NPI's Annual Report on Form 10-K for the year ended December 31, 2010, which is included as Annex G to this consent solicitation/prospectus; in NPI's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, which is included as Annex H to this consent solicitation/prospectus; in Aimco OP's Annual Report on Form 10-K for the year ended December 31, 2010 and Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, which are included on Annexes I and J to this consent solicitation/prospectus; and in Aimco's Annual Report on Form 10-K for the year ended December 31, 2010, which is incorporated by reference in this consent solicitation/prospectus. However, because the amendment, conversion and merger constitute a going private transaction, those safe-harbor provisions do not apply to any forward-looking statements NPI, Aimco OP or Aimco made in connection with the amendment, conversion and merger.

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ANNEX A

Agreement and Plan of Conversion and Merger

THIS AGREEMENT AND PLAN OF CONVERSION AND MERGER (this **Agreement**), dated as of . 2011, is by and among NATIONAL PROPERTY INVESTORS 6, a California limited partnership (**NPI**), and as converted pursuant to the terms of this agreement, NATIONAL PROPERTY INVESTORS 6, LP (**New NPI**), AIMCO NPI 6 MERGER SUB LLC, a Delaware limited liability company (the **Aimco Subsidiary**), and AIMCO PROPERTIES, L.P., a Delaware limited partnership (**Aimco OP**).

WHEREAS, NPI Equity Investments, Inc. (**NPI Equity**), the general partner of NPI, has determined that the conversion of NPI from a California limited partnership into a Delaware limited partnership, or New NPI, and the merger of the Aimco Subsidiary with and into New NPI, with New NPI as the surviving entity, in each case, on the terms set forth herein, are advisable and in the best interests of NPI and its partners;

WHEREAS, Aimco OP is the sole member of the Aimco Subsidiary;

WHEREAS the Board of Directors of AIMCO-GP, Inc., the general partner of Aimco OP (**AIMCO-GP**), has determined that the conversion of NPI from a California limited partnership into a Delaware limited partnership, and the merger of the Aimco Subsidiary with and into New NPI, with New NPI as the surviving entity, in each case, on the terms as set forth herein, are advisable and in the best interests of Aimco OP and its partners, and the Aimco Subsidiary; and

WHEREAS, the parties desire to enter into this Agreement to evidence the terms, provisions, representations, warranties, covenants and conditions upon which the Transactions (as defined below) will be consummated.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. *The Conversion.* Subject to the terms and conditions set forth herein, NPI shall be converted from a California limited partnership into a Delaware limited partnership (the **Conversion**), or as converted, New NPI. As soon as practicable after all of the conditions to the Conversion set forth herein have been satisfied, NPI shall (i) execute a certificate of conversion and cause such certificate to be filed with the Secretary of State of the State of California and (ii) execute a certificate of conversion and a new certificate of limited partnership and cause such certificates to be filed with the Secretary of State of the State of Delaware. The Conversion shall become effective upon the filing of such certificates (the **First Effective Time**). At the First Effective Time, the Conversion shall have the effect provided by applicable law and this Agreement, including, but not limited to, the following consequences:

(a) *Certificate of Limited Partnership.* The certificate of limited partnership of New NPI shall be the certificate of limited partnership filed with the Secretary of State of the State of Delaware in connection with the Conversion.

(b) *Partnership Agreement.* The limited partnership agreement of NPI in effect immediately prior to the First Effective Time shall be amended as set forth on Exhibit A hereto, and as so amended shall be the partnership agreement of New NPI unless and until subsequently amended. The general partner and each limited partner of New NPI shall have the rights under, be bound by and be subject to the terms and conditions of such limited partnership agreement.

(c) General Partners. NPI Equity shall be the general partner of New NPI.

(d) Conversion of Equity Interests. Each general partnership interest of NPI outstanding immediately prior to the First Effective Time and held by a general partner shall be converted into an equivalent general partnership interest in New NPI (each new general partnership interest, a **New NPI GP Interest**). Each unit of limited partnership interest of NPI outstanding immediately prior to the First Effective Time shall be converted into an equivalent unit of limited partnership interest in New NPI (each new limited partnership interest, a **New NPI Unit**).

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Section 2. *The Merger.* Subject to the terms and conditions set forth herein, immediately following the First Effective Time, the Aimco Subsidiary shall be merged with and into New NPI (the **Merger** and, together with the Conversion, the **Transactions**), with New NPI as the surviving entity (the **Surviving Entity**). As soon as practicable after all of the conditions to the Merger set forth herein have been satisfied, New NPI shall cause to be filed a certificate of merger with respect to the Merger with the Secretary of State of the State of Delaware. The Merger shall become effective upon the filing of such certificate (the **Second Effective Time**). At the Second Effective Time, the Merger shall have the effect provided by applicable law and this Agreement, including, but not limited to, the following consequences:

(a) *Certificate of Limited Partnership.* The certificate of limited partnership of New NPI in effect immediately prior to the Second Effective Time shall be the certificate of limited partnership of the Surviving Entity unless and until subsequently amended.

(b) *Partnership Agreement.* The limited partnership agreement of New NPI in effect immediately prior to the Second Effective Time shall be the partnership agreement of the Surviving Entity (the **Partnership Agreement**) unless and until subsequently amended. The general partners and each limited partner of the Surviving Entity shall have the rights under, be bound by and be subject to the terms and conditions of, the Partnership Agreement.

(c) *General Partner.* NPI Equity shall be the general partner of the Surviving Entity.

(d) *Treatment of Limited Partners Interests in New NPI.*

(i) In connection with the Merger and in accordance with the procedures set forth in Section 2(d)(iii) hereto, each New NPI Unit outstanding immediately prior to the Second Effective Time, except New NPI Units held by limited partners who have perfected their appraisal rights pursuant to Exhibit B hereto, shall be converted into the right to receive, at the election of the holder thereof, either (x) \$41.08 in cash (the **Cash Consideration**) or (y) a number of partnership common units (**OP Units**) of Aimco OP calculated by dividing \$41.08 by the average closing price of Apartment Investment and Management Company common stock, as reported on the NYSE, over the ten (10) consecutive trading days ending on the second trading day immediately prior to the date of the Second Effective Time (the **OP Unit Consideration**, and, together with the Cash Consideration, the **Merger Consideration**).

(ii) Notwithstanding Section 2(d)(i), if Aimco OP determines that the law of the state or other jurisdiction in which a holder of New NPI Units resides would prohibit the issuance of OP Units in that state or jurisdiction, or that the registration or qualification in that state or other jurisdiction would be prohibitively costly (each such state or jurisdiction, a **Specified Jurisdiction**), then such holder will only be entitled to receive the Cash Consideration for each New NPI Unit.

(iii) Aimco OP shall prepare a form of election (the **Election Form**) describing the Merger, pursuant to which each holder of New NPI Units will have the right to elect to receive either the Cash Consideration or the OP Unit Consideration (subject to Section 2(d)(ii)). Aimco OP shall mail or cause to be mailed an Election Form to each holder of New NPI Units, together with any other materials that Aimco OP determines to be necessary or prudent, no later than ten (10) days after the Second Effective Time. An election to receive the Cash Consideration or the OP Unit Consideration shall be effective only if a properly executed Election Form is received by Aimco OP or its designees prior to 5:00 p.m., Eastern Time on the day that is thirty (30) days after the mailing of such Election Form by Aimco OP. If a holder of New NPI Units fails to return a duly completed Election Form within the time period specified in the Election Form, such holder shall be deemed to have elected to receive the Cash Consideration. In addition, each holder of New NPI Units that resides in a Specified Jurisdiction will be deemed to have elected the Cash Consideration. New NPI, the Aimco Subsidiary and Aimco OP agree that holders of New NPI Units shall have the right to revoke any election made in connection with the Merger at any time prior to the expiration of the time period

stated in the Election Form. Aimco OP and NPI Equity, by mutual agreement, shall have the right to make rules, not inconsistent with the terms of this Agreement, governing the validity of Election Forms and the issuance and delivery of the Merger Consideration, as applicable.

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(e) Treatment of General Partner's Interests. Each New NPI GP Interest outstanding immediately prior to the Second Effective Time shall remain outstanding and unchanged, with all of the rights set forth in the Partnership Agreement.

(f) Treatment of Interests in the Aimco Subsidiary. The entire membership interest in the Aimco Subsidiary immediately prior to the Second Effective Time shall be converted into one hundred (100) New NPI Units of the Surviving Entity.

Section 3. *Appraisal Rights.* In connection with the Conversion, none of the partners in NPI will have any dissenters appraisal rights. In connection with the Merger, the holders of New NPI Units immediately prior to the Second Effective Time shall have the appraisal rights set forth in Exhibit B hereto.

Section 4. *Covenants.* Aimco OP agrees to pay for or reimburse New NPI for all expenses incurred (including expenses incurred prior to the Conversion) by it in connection with the Transactions and the other transactions contemplated hereby. Aimco OP agrees to pay cash or issue and deliver OP Units to the former holders of New NPI Units, in accordance with Section 2(d) of this Agreement.

Section 5. *Conditions to the Transactions.*

(a) Third-Party Consent. Notwithstanding any provisions of this Agreement to the contrary, none of the parties hereto shall be required to consummate the transactions contemplated hereby if any third-party consent, authorization or approval that any of the parties hereto deem necessary or desirable in connection with this Agreement, or the consummation of the transactions contemplated hereby, has not been obtained or received.

(b) Limited Partner Consent. Notwithstanding any provisions of this Agreement to the contrary, none of the parties hereto shall be required to consummate the transactions contemplated hereby if the consent of a majority in interest of the limited partners of NPI has not been obtained. For the avoidance of doubt, the consent of a majority in interest of the limited partners of NPI shall not be revoked or otherwise affected by the Conversion and shall constitute the consent of a majority in interest of the limited partners of New NPI.

Section 6. *Tax Treatment.*

(a) Conversion. The parties hereto acknowledge and agree that for Federal income tax purposes New NPI will be considered a continuation of NPI.

(b) Second Merger. The parties hereto intend and agree that, for Federal income tax purposes, (i) any payment of cash for New NPI Units shall be treated as a sale of such New NPI Units by such holder and a purchase of such New NPI Units by Aimco OP for the cash so paid under the terms of this Agreement in accordance with the guidelines set forth in Treas. Reg. Sections 1.708-1(c)(3) and 1.708-1(c)(4), and (ii) each such holder of New NPI Units who accepts cash explicitly agrees and consents to such treatment. Furthermore, the parties hereto intend and agree that, for Federal income tax purposes, (i) any exchange of New NPI Units for OP Units under the terms of this Agreement shall be treated in accordance with Sections 721 and 731 of the Internal Revenue Code of 1986, as amended, and (ii) each such holder of New NPI Units who accepts OP Units explicitly agrees and consents to such treatment. Any cash and/or OP Units to which a holder of New NPI Units is entitled pursuant to this Agreement shall be paid only after the receipt of a consent from such holder that, for Federal income tax purposes, the receipt of cash and/or OP Units shall be treated as described in this Section 6(b).

Section 7. *Further Assurances.* From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of the Aimco Subsidiary such deeds and other instruments, and there shall be taken or caused to be taken by the Aimco Subsidiary all such further actions, as shall

be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Aimco Subsidiary, and otherwise to carry out the purposes of this Agreement, and the officers and directors of NPI Equity are fully authorized in the name and on behalf of Aimco Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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Section 8. *Amendment.* Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the consummation of the Transactions with respect to any of the terms contained herein.

Section 9. *Abandonment.* At any time prior to consummation of the Transactions, this Agreement may be terminated and the Transactions may be abandoned without liability to any party hereto by any of the Aimco Subsidiary, Aimco OP, NPI or New NPI, in each case, acting in its sole discretion and for any reason or for no reason, notwithstanding approval of this Agreement by any of the members of the Aimco Subsidiary, the partners of NPI or the general partner of Aimco OP.

Section 10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflict of law provisions thereof.

Section 11. *No Third-Party Beneficiaries.* No provision of this Agreement is intended to confer upon any person, entity, or organization other than the parties hereto any rights or remedies hereunder, other than the appraisal rights given to holders of New NPI Units pursuant to Section 3.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

NATIONAL PROPERTY INVESTORS 6, and as converted, NATIONAL PROPERTY INVESTORS 6, LP

By: NPI Equity Investments, Inc.
Its General Partner

By:

Name:
Title

AIMCO NPI 6 MERGER SUB LLC

By: Aimco Properties, L.P.
Its Sole Member

By: AIMCO-GP, Inc.
Its General Partner

By:

Name:
Title

AIMCO PROPERTIES, L.P.

By: AIMCO-GP, Inc.
Its General Partner

By:

Name:
Title

[Signature Page Merger Agreement]

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EXHIBIT A

**AMENDMENT
TO
PARTNERSHIP AGREEMENT
OF
NATIONAL PROPERTY INVESTORS 6**

This AMENDMENT TO THE PARTNERSHIP AGREEMENT OF NATIONAL PROPERTY INVESTORS 6 (this Amendment) is entered into as of [], 2011 by and among NPI Equity Investments, Inc., a Florida corporation, in its capacity as managing general partner (the Managing General Partner), and those limited partners of the Partnership that have duly appointed the Managing General Partner as their attorney-in-fact to execute this Amendment the (Limited Partners). All capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings given to them in the Partnership Agreement (as defined below).

Recitals

WHEREAS, National Property Investors 6, a California limited partnership (the Partnership), is governed pursuant to the terms of that certain Partnership Agreement, dated as of October 15, 1982, as amended and restated December 15, 1982 and as further amended to date (the Partnership Agreement);

WHEREAS, the Partnership, and as converted, National Property Investors 6, LP, a Delaware limited partnership (the Delaware Partnership), is party to an Agreement and Plan of Conversion and Merger, dated as of [], 2011 (the Merger Agreement);

WHEREAS, pursuant to the Merger Agreement, the Partnership will be converted from a California limited partnership into a Delaware limited partnership;

WHEREAS, pursuant to the Merger Agreement, at the effective time of the conversion, the Partnership Agreement, as further amended by this Amendment, will become the partnership agreement of the Delaware Partnership; and

WHEREAS, the conversion will be effected upon the approval or consent of (i) the managing general partner of the Partnership, and (ii) a majority in interest of the limited partners of the Partnership.

NOW, THEREFORE, in consideration of the premises, the agreement of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Amendments to the Partnership Agreement. At the effective time of the conversion, the Partnership Agreement shall be amended as follows:

(a) In the first paragraph of the Partnership Agreement, the following words are deleted: pursuant to the Uniform Limited Partnership Act of the State of California.

(b) All other references in the Partnership Agreement to the Uniform Limited Partnership Act of the State of California or to the Uniform Limited Partnership Act of California shall be deemed to refer to the Delaware Revised Uniform Limited Partnership Act.

(c) Section 1 of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

1.1 The name of the Partnership is National Property Investors 6, LP, and its principal place of business is 55 Beattie Place, P.O. Box 1089, Greenville, South Carolina 29602 and thereafter such other place or places as the Managing General Partner may from time to time determine.

1.2 National Property Investors 6 was originally formed as a limited partnership (the California Partnership) pursuant to the provisions of the California Uniform Limited Partnership Act,

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upon the terms and conditions set forth in an agreement made as of October 15, 1982. Pursuant to an Agreement and Plan of Conversion and Merger, dated as of [], 2011, by and between the California Partnership and as converted, National Property Investors 6, LP, a Delaware limited partnership (the Delaware Partnership), the California Partnership was converted (the Conversion) into a Delaware Partnership (the Converted Entity). At the effective time of the Conversion (the Effective Time), the Conversion had the effect provided by applicable law, and the following consequences: (a) the limited partnership agreement of the California Partnership in effect immediately prior to the Effective Time, as amended as set forth on Exhibit A to the Merger Agreement, became the partnership agreement of the Converted Entity (as so amended, the Partnership Agreement); (b) NPI Equity Investments, Inc., a Florida corporation, remained as the Managing General Partner of the Converted Entity, and its interest in the California Partnership immediately prior to the Effective Time was converted into an equivalent interest in the Converted Entity; and (c) each limited partner in the California Partnership became a limited partner in the Converted Entity, with an interest in the Converted Entity equivalent to the interest such limited partner had in the California Partnership immediately prior to the Effective Time. References herein to the Partnership are to the California Partnership prior to the Conversion and to the Delaware Partnership, as the Converted Entity in the Conversion, from and after the Effective Time.

(d) Section 15.1.21(iv) of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

(iv) to prepare, file and publish any and all instruments or documents necessary to enable the Partnership to transact business or otherwise to exist, operate and be recognized as a limited partnership in jurisdictions outside Delaware;

(e) Section 15.1.21(v) of the Partnership Agreement is hereby deleted in its entirety.

(f) The Partnership Agreement is amended to add a new Section 15.1.22, which shall read in its entirety as follows:

15.1.22 Notwithstanding anything herein to the contrary, to cause the Partnership to merge with or into another entity without the consent or vote of any of the Limited Partners.

(g) Section 15.3.26 of the Partnership Agreement is hereby deleted in its entirety.

(h) Sections 20.1, 23.9 and 23.11 of the Partnership Agreement are hereby amended by replacing in each instance the word, California with Delaware.

(i) Section 21.2 of the Partnership Agreement is hereby amended by deleting everything after the word foregoing.

(j) Section 23.7 of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

The names and address of the General Partners is:

NPI Equity Investments, Inc.
4582 S. Ulster St., Suite 1100
Denver, CO 80237

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2. Miscellaneous.

(a) Effect of Amendment. In the event of any inconsistency between the terms of the Partnership Agreement and the terms of this Amendment, the terms of this Amendment shall prevail. In the event of any conflict of apparent conflict between any of the provisions of the Partnership Agreement as amended by this Amendment, such conflicting provisions shall be reconciled and construed to give effect to the terms and intent of this Amendment.

(b) Ratification. Except as otherwise expressly modified hereby, the Partnership Agreement shall remain in full force and effect, and all of the terms and provisions of the Partnership Agreement, as herein modified, are hereby ratified and reaffirmed.

(c) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

The Managing General Partner:

NPI EQUITY INVESTMENTS, INC.
a Florida corporation

By:

Name:
Title:

Limited Partners:

By: NPI Equity Investments, Inc.
attorney-in-fact

By:

Name:
Title:

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EXHIBIT B

Appraisal Rights of Limited Partners

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement and Plan of Conversion and Merger, dated as of [], 2011 (the **Merger Agreement**), by and among NATIONAL PROPERTY INVESTORS 6, a California limited partnership (**NPI**), NATIONAL PROPERTY INVESTORS 6, LP, a Delaware limited partnership (**NEW NPI**), AIMCO NPI 6 Merger Sub LLC, a Delaware limited liability company (the **Aimco Subsidiary**), and AIMCO Properties, L.P., a Delaware limited partnership (**Aimco OP**). In connection with the Merger, limited partners of New NPI shall have the following appraisal rights:

(a) Any limited partner who holds New NPI Units on the effective date of the Merger who has not consented to the merger (the **Nonconsenting Limited Partners**) and who has otherwise complied with paragraph (b) hereof shall be entitled to an appraisal by arbitration of the fair value of the Nonconsenting Limited Partner's New NPI Units. This arbitration shall be conducted in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (**AAA**), excluding the Procedures for Large, Complex Commercial Disputes, by a single arbitrator selected by Aimco OP from a panel of AAA arbitrators who are qualified to value investment interests in commercial real estate. Any action for judicial review or enforcement of the arbitration award shall be brought in a court of competent jurisdiction located in Denver, Colorado.

(b) Within 10 days after the effective date of the Merger, Aimco OP shall notify each of the Nonconsenting Limited Partners of the consummation of the Merger, the effective date of the Merger and that appraisal rights are available for any or all New NPI Units held by Nonconsenting Limited Partners, and shall include in such notice a copy of this Exhibit A. Such notice shall include an Election Form pursuant to which Nonconsenting Limited Partners may elect an appraisal by arbitration of the fair value of their New NPI Units pursuant to paragraph (a) hereof. Any limited partner who holds New NPI Units on the effective date of the Merger and who has not consented to the Merger shall be entitled to receive such notice and may, within 30 days after the date of mailing of such notice (such 30th day being the **Election Deadline**), demand from Aimco OP the appraisal of his or her New NPI Units by making the appropriate election in the Election Form in accordance with the instructions thereto. Each completed Election Form must be delivered to the address, and within the time period, specified in the instructions to the Election Form. If a Nonconsenting Limited Partner fails to properly complete an Election Form or return it to the correct address within the specified time period, such Nonconsenting Limited Partner shall be deemed to have elected not to seek an appraisal of his or her New NPI Units, and will be deemed to have elected the Cash Consideration.

(c) At any time prior to the Election Deadline, any Nonconsenting Limited Partner who has made a demand for appraisal of his or her New NPI Units shall have the right to withdraw his or her demand for appraisal and to accept the Cash Consideration payable pursuant to the Merger Agreement. Nonconsenting Limited Partners who wish to withdraw their demands must do so in writing delivered to Aimco Properties, L.P., c/o Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive, Cranford, New Jersey, 07016, or by fax at (908) 497-2349. At any time within 20 days after the Election Deadline, any Nonconsenting Limited Partner who has complied with the requirements of subsections (a) and (b) hereof, upon written request, shall be entitled to receive from Aimco OP a statement setting forth the aggregate number of New NPI Units with respect to which Nonconsenting Limited Partners have made demands for appraisal and the aggregate number of holders of such New NPI Units. Such written statement shall be mailed to the Nonconsenting Limited Partner within 10 days after such Nonconsenting Limited Partner's written request for such a statement is received by Aimco OP or within 20 days after the Election Deadline, whichever is later.

(d) Upon the submission of any such demand by a Nonconsenting Limited Partner, Aimco OP shall, within 40 days after the Election Deadline, submit to the arbitrator a duly verified list containing the names and addresses of all

Nonconsenting Limited Partners who have demanded payment for their New NPI Units and with whom agreements as to the value of their New NPI Units have not been reached with Aimco OP. The arbitrator shall give notice of the time and place fixed for the hearing of such demand by registered or certified

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mail to Aimco OP and to the Nonconsenting Limited Partners shown on the list at the addresses therein stated. The forms of the notices shall be approved by the arbitrator, and the costs of the preparation and mailing thereof shall be borne by Aimco OP.

(e) At the hearing on such demand, the arbitrator shall determine as to each of the Nonconsenting Limited Partners whether the Nonconsenting Limited Partner is entitled to appraisal rights hereunder.

(f) After determining the Nonconsenting Limited Partners entitled to an appraisal, the arbitrator shall appraise the New NPI Units, determining their fair value, as of the date of the Merger, exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the arbitrator shall take into account all factors relevant to the issue of fair value of the New NPI Units, using the legal standard of fair value that would apply if the Nonconsenting Limited Partner were a stockholder in a corporation entitled to appraisal rights as a result of a corporate merger under the corporation laws of the state of Delaware. Unless the arbitrator in his or her discretion determines otherwise for good cause shown, interest from the effective date of the Merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge), as established from time to time during the period between the effective date of the Merger and the date of payment of the judgment. Upon application by Aimco OP or by any Nonconsenting Limited Partner entitled to participate in the appraisal proceeding, the arbitrator may, in his or her discretion, proceed with the appraisal prior to the final determination of the Nonconsenting Limited Partners' entitlement to appraisal rights hereunder. Any Nonconsenting Limited Partner whose name appears on the list submitted by Aimco OP pursuant to paragraph (d) hereof may participate fully in all proceedings until it is finally determined that such Nonconsenting Limited Partner is not entitled to appraisal rights hereunder.

(g) The arbitrator shall direct the payment of the fair value of the New NPI Units (which will be paid only in cash), together with interest, if any, by Aimco OP to the Nonconsenting Limited Partners entitled thereto. Payment shall be so made to each such Nonconsenting Limited Partner upon the receipt by Aimco OP of the written consent from such Nonconsenting Limited Partner that, for federal income tax purposes, the issuance of cash for the New NPI Units shall be treated as a sale of the New NPI Units by the owner and a purchase of such New NPI Units by Aimco OP for the cash consideration so paid under the terms of the Merger Agreement in accordance with the guidelines set forth in Treas. Reg. Sections 1.708-1(c)(3) and 1.708-1(c)(4) and the release described in (i) hereof.

(h) The costs of the proceeding may be determined by the arbitrator and taxed upon the parties as the arbitrator deems equitable in the circumstances. Upon application of a Nonconsenting Limited Partner, the arbitrator may order all or a portion of the expenses incurred by any Nonconsenting Limited Partner in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the interests entitled to an appraisal.

(i) Any Nonconsenting Limited Partner who has made a demand for appraisal of his or her New NPI Units and who has not withdrawn the demand before the Election Deadline shall be deemed to have entered into a binding contract with Aimco OP to accept the fair value awarded by the arbitrator in exchange for his or her New NPI Units, plus any interest as provided herein. The award of fair value, plus any interest, to the Nonconsenting Limited Partners shall be exclusive of and in lieu of any other right, claim or remedy under state or federal law that the Nonconsenting Limited Partner may have with respect to his or her New NPI Units whether under the Merger Agreement or otherwise and whether against New NPI, NPI Equity, Aimco-GP, Apartment Investment and Management Company, Aimco OP, or any other person or entity, and the Nonconsenting Limited Partner shall execute and deliver a release of all other such rights, claims and remedies in exchange for payment of the award.

(j) From and after the effective date of the Merger, no Nonconsenting Limited Partner who has demanded appraisal rights as provided in paragraph (b) hereof shall be entitled to vote such New NPI Units for any purpose or to receive payment of distributions on such interests (except distributions payable as of a record date prior to the effective date of the Merger); provided, however, that if such Nonconsenting Limited Partner shall deliver to Aimco Properties, L.P., c/o Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive,

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Cranford, New Jersey, 07016, or by fax at (908) 497-2349, a written withdrawal of such Nonconsenting Limited Partner's demand for an appraisal and an acceptance of the Cash Consideration payable pursuant to the Merger Agreement, either as provided in paragraph (c) hereof or thereafter with the written approval of Aimco OP, then the right of such Nonconsenting Limited Partner to an appraisal shall cease. The appraisal proceeding may also be dismissed as to any Nonconsenting Limited Partner with the agreement or consent of Aimco OP upon such terms as the two parties may agree. Except as provided in the two foregoing sentences, no appraisal proceeding before the arbitrator shall be dismissed as to any Nonconsenting Limited Partner without the approval of the arbitrator, and such approval may be conditioned upon such terms as the arbitrator deems just.

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ANNEX B

**AMENDMENT
TO
PARTNERSHIP AGREEMENT
OF
NATIONAL PROPERTY INVESTORS 6**

This AMENDMENT TO THE PARTNERSHIP AGREEMENT OF NATIONAL PROPERTY INVESTORS 6 (this Amendment) is entered into as of [], 2011 by and among NPI Equity Investments, Inc., a Florida corporation, in its capacity as managing general partner of the Partnership (the Managing General Partner), and those limited partners of the Partnership that have duly appointed the Managing General Partner as their attorney-in-fact to execute this Amendment (the Limited Partners). All capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings given to them in the Partnership Agreement (as defined below).

Background

The Partnership was formed under the laws of the State of California pursuant to a Certificate of Limited Partnership dated October 15, 1982 and duly filed of record in the office of the Secretary of State of California on July 1, 1984 and in the office of the County Recorder of Orange County, California on October 20, 1982;

The Partnership Agreement may be amended upon the vote of the limited partners of the Partnership holding more than 50% of the outstanding limited partnership units of the Partnership (the Limited Partnership Units); and

The Limited Partners, which hold in the aggregate more than 50% of the outstanding Limited Partnership Units, desire to amend the Partnership Agreement.

Amendment

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Partnership Agreement as follows:

1. Amendments.

(a) The Partnership Agreement is hereby amended to delete Section 15.3.26 thereof.

2. No Other Amendments. Except as specifically modified by Section 1 above, the Partnership Agreement shall remain in full force and effect in accordance with its terms.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

The Managing General Partner:

NPI EQUITY INVESTMENTS, INC.
a Florida corporation

By:

Name:
Title:

Limited Partners:

By: NPI Equity Investments, Inc.
attorney-in-fact

By:

Name:
Title:

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ANNEX C

Appraisal Rights of Limited Partners

Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement and Plan of Conversion and Merger, dated as of [], 2011 (the **Merger Agreement**), by and among NATIONAL PROPERTY INVESTORS 6, a California limited partnership (**NPI**), NATIONAL PROPERTY INVESTORS 6, LP, a Delaware limited partnership (**NEW NPI**), AIMCO NPI 6 Merger Sub LLC, a Delaware limited liability company (the **Aimco Subsidiary**), and AIMCO Properties, L.P., a Delaware limited partnership (**Aimco OP**). In connection with the Merger, limited partners of New NPI shall have the following appraisal rights:

(a) Any limited partner who holds New NPI Units on the effective date of the Merger who has not consented to the merger (the **Nonconsenting Limited Partners**) and who has otherwise complied with paragraph (b) hereof shall be entitled to an appraisal by arbitration of the fair value of the Nonconsenting Limited Partner's New NPI Units. This arbitration shall be conducted in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (**AAA**), excluding the Procedures for Large, Complex Commercial Disputes, by a single arbitrator selected by Aimco OP from a panel of AAA arbitrators who are qualified to value investment interests in commercial real estate. Any action for judicial review or enforcement of the arbitration award shall be brought in a court of competent jurisdiction located in Denver, Colorado.

(b) Within 10 days after the effective date of the Merger, Aimco OP shall notify each of the Nonconsenting Limited Partners of the consummation of the Merger, the effective date of the Merger and that appraisal rights are available for any or all New NPI Units held by Nonconsenting Limited Partners, and shall include in such notice a copy of this Exhibit A. Such notice shall include an Election Form pursuant to which Nonconsenting Limited Partners may elect an appraisal by arbitration of the fair value of their New NPI Units pursuant to paragraph (a) hereof. Any limited partner who holds New NPI Units on the effective date of the Merger and who has not consented to the Merger shall be entitled to receive such notice and may, within 30 days after the date of mailing of such notice (such 30th day being the **Election Deadline**), demand from Aimco OP the appraisal of his or her New NPI Units by making the appropriate election in the Election Form in accordance with the instructions thereto. Each completed Election Form must be delivered to the address, and within the time period, specified in the instructions to the Election Form. If a Nonconsenting Limited Partner fails to properly complete an Election Form or return it to the correct address within the specified time period, such Nonconsenting Limited Partner shall be deemed to have elected not to seek an appraisal of his or her New NPI Units, and will be deemed to have elected the Cash Consideration.

(c) At any time prior to the Election Deadline, any Nonconsenting Limited Partner who has made a demand for appraisal of his or her New NPI Units shall have the right to withdraw his or her demand for appraisal and to accept the Cash Consideration payable pursuant to the Merger Agreement. Nonconsenting Limited Partners who wish to withdraw their demands must do so in writing delivered to Aimco Properties, L.P., c/o Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive, Cranford, New Jersey, 07016, or by fax at (908) 497-2349. At any time within 20 days after the Election Deadline, any Nonconsenting Limited Partner who has complied with the requirements of subsections (a) and (b) hereof, upon written request, shall be entitled to receive from Aimco OP a statement setting forth the aggregate number of New NPI Units with respect to which Nonconsenting Limited Partners have made demands for appraisal and the aggregate number of holders of such New NPI Units. Such written statement shall be mailed to the Nonconsenting Limited Partner within 10 days after such Nonconsenting Limited Partner's written request for such a statement is received by Aimco OP or within 20 days after the Election Deadline, whichever is later.

(d) Upon the submission of any such demand by a Nonconsenting Limited Partner, Aimco OP shall, within 40 days after the Election Deadline, submit to the arbitrator a duly verified list containing the names and addresses of all Nonconsenting Limited Partners who have demanded payment for their New NPI Units and with whom agreements as to the value of their New NPI Units have not been reached with Aimco OP. The arbitrator shall give notice of the time and place fixed for the hearing of such demand by registered or certified

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mail to Aimco OP and to the Nonconsenting Limited Partners shown on the list at the addresses therein stated. The forms of the notices shall be approved by the arbitrator, and the costs of the preparation and mailing thereof shall be borne by Aimco OP.

(e) At the hearing on such demand, the arbitrator shall determine as to each of the Nonconsenting Limited Partners whether the Nonconsenting Limited Partner is entitled to appraisal rights hereunder.

(f) After determining the Nonconsenting Limited Partners entitled to an appraisal, the arbitrator shall appraise the New NPI Units, determining their fair value, as of the date of the Merger, exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the arbitrator shall take into account all factors relevant to the issue of fair value of the New NPI Units, using the legal standard of fair value that would apply if the Nonconsenting Limited Partner were a stockholder in a corporation entitled to appraisal rights as a result of a corporate merger under the corporation laws of the state of Delaware. Unless the arbitrator in his or her discretion determines otherwise for good cause shown, interest from the effective date of the Merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge), as established from time to time during the period between the effective date of the Merger and the date of payment of the judgment. Upon application by Aimco OP or by any Nonconsenting Limited Partner entitled to participate in the appraisal proceeding, the arbitrator may, in his or her discretion, proceed with the appraisal prior to the final determination of the Nonconsenting Limited Partners' entitlement to appraisal rights hereunder. Any Nonconsenting Limited Partner whose name appears on the list submitted by Aimco OP pursuant to paragraph (d) hereof may participate fully in all proceedings until it is finally determined that such Nonconsenting Limited Partner is not entitled to appraisal rights hereunder.

(g) The arbitrator shall direct the payment of the fair value of the New NPI Units (which will be paid only in cash), together with interest, if any, by Aimco OP to the Nonconsenting Limited Partners entitled thereto. Payment shall be so made to each such Nonconsenting Limited Partner upon the receipt by Aimco OP of the written consent from such Nonconsenting Limited Partner that, for federal income tax purposes, the issuance of cash for the New NPI Units shall be treated as a sale of the New NPI Units by the owner and a purchase of such New NPI Units by Aimco OP for the cash consideration so paid under the terms of the Merger Agreement in accordance with the guidelines set forth in Treas. Reg. Sections 1.708-1(c)(3) and 1.708-1(c)(4) and the release described in (i) hereof.

(h) The costs of the proceeding may be determined by the arbitrator and taxed upon the parties as the arbitrator deems equitable in the circumstances. Upon application of a Nonconsenting Limited Partner, the arbitrator may order all or a portion of the expenses incurred by any Nonconsenting Limited Partner in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the interests entitled to an appraisal.

(i) Any Nonconsenting Limited Partner who has made a demand for appraisal of his or her New NPI Units and who has not withdrawn the demand before the Election Deadline shall be deemed to have entered into a binding contract with Aimco OP to accept the fair value awarded by the arbitrator in exchange for his or her New NPI Units, plus any interest as provided herein. The award of fair value, plus any interest, to the Nonconsenting Limited Partners shall be exclusive of and in lieu of any other right, claim or remedy under state or federal law that the Nonconsenting Limited Partner may have with respect to his or her New NPI Units whether under the Merger Agreement or otherwise and whether against New NPI, NPI Equity, Aimco-GP, Apartment Investment and Management Company, Aimco OP, or any other person or entity, and the Nonconsenting Limited Partner shall execute and deliver a release of all other such rights, claims and remedies in exchange for payment of the award.

(j) From and after the effective date of the Merger, no Nonconsenting Limited Partner who has demanded appraisal rights as provided in paragraph (b) hereof shall be entitled to vote such New NPI Units for any purpose or to receive payment of distributions on such interests (except distributions payable as of a record date prior to the effective date of the Merger); provided, however, that if such Nonconsenting Limited Partner shall deliver to Aimco Properties, L.P., c/o Eagle Rock Proxy Advisors, LLC, by mail at 12 Commerce Drive,

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Cranford, New Jersey, 07016, or by fax at (908) 497-2349, a written withdrawal of such Nonconsenting Limited Partner's demand for an appraisal and an acceptance of the Cash Consideration payable pursuant to the Merger Agreement, either as provided in paragraph (c) hereof or thereafter with the written approval of Aimco OP, then the right of such Nonconsenting Limited Partner to an appraisal shall cease. The appraisal proceeding may also be dismissed as to any Nonconsenting Limited Partner with the agreement or consent of Aimco OP upon such terms as the two parties may agree. Except as provided in the two foregoing sentences, no appraisal proceeding before the arbitrator shall be dismissed as to any Nonconsenting Limited Partner without the approval of the arbitrator, and such approval may be conditioned upon such terms as the arbitrator deems just.

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ANNEX D

Confidential

July 28, 2011

Board of Directors
Aimco-GP, Inc.

Board of Directors
Apartment Investment and Management Company

Board of Directors
NPI Equity Investments, Inc.

c/o Aimco Properties, L.P.
4582 South Ulster Street Parkway, Suite 1100
Denver, CO 80237

Ladies and Gentlemen:

Aimco Properties, L.P. (Aimco OP) has engaged Duff & Phelps, LLC (Duff & Phelps) to serve as an independent financial advisor to Aimco-GP, Inc., the general partner (the General Partner) of Aimco OP (solely in its capacity as such), the board of directors of the General Partner (the GP Board), the board of directors of Apartment Investment and Management Company (Aimco), the parent of the General Partner, (the Aimco Board), and the board of directors of the general partner of National Property Investors 6 (the Partnership and the general partner of the Partnership being referred to herein as the LP GP and the board of directors of the LP GP being referred to herein as the LP GP Board), to provide an opinion (this Opinion) as of the date hereof as to the fairness, from a financial point of view, to the limited partners of the Partnership not affiliated with Aimco OP (the Unaffiliated Limited Partners) of the consideration to be offered to them in the Proposed Transaction (defined below) (without giving effect to any impact of the Proposed Transaction on any particular Unaffiliated Limited Partner other than in its capacity as an Unaffiliated Limited Partner).

Description of the Proposed Transaction

The proposed transaction (the Proposed Transaction) generally involves the following two steps: (1) the conversion of the Partnership into a Delaware limited partnership of equivalent value (the New Partnership) in which each Unaffiliated Limited Partner will have the same number of units of limited partnership interest as it had in the Partnership; and (2) a merger of a wholly owned subsidiary of Aimco OP into the New Partnership in which each unit of limited partnership interest in the New Partnership held by each Unaffiliated Limited Partner will be converted into the right to receive, at the election of such Unaffiliated Limited Partner, either (a) cash in the amount of \$41.08 (the Cash Consideration) or (b) a number of partnership common units of Aimco OP (OP Units) equal to \$41.08, divided by the average closing price of common stock of Aimco over the ten consecutive days ending on the second trading day immediately prior to the consummation of the merger, except in those jurisdictions where the law prohibits the offer of OP Units (or registration or qualification would be prohibitively costly) (such cash and OP Units being the Transaction Consideration).

Duff & Phelps, LLC T +1 312 697 4600 www.duffandphelps.com
311 South Wacker F +1 312 697 0112
Drive
Suite 4200
Chicago, IL 60606

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Scope of Analysis

In connection with this Opinion, Duff & Phelps has made such reviews, analyses and inquiries as it has deemed necessary and appropriate under the circumstances. Duff & Phelps also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and business valuation, in general, and with respect to similar transactions, in particular. Duff & Phelps' procedures, investigations, and financial analysis with respect to the preparation of this Opinion included, but were not limited to, the items summarized below:

1. Reviewed the following documents:

- a. Reviewed the Partnership's property level internal unaudited financial statements for the five months ended May 31, 2011 and the Partnership's property level unaudited annual financial statements for each of the three fiscal years ended December 31, 2010;
- b. Reviewed other internal documents relating to the history, current operations, and probable future outlook of the Partnership, including financial projections, provided to Duff & Phelps by management of Aimco OP; and
- c. Reviewed documents related to the Proposed Transaction, including certain portions of a draft of the Information Statement/Prospectus relating to the Proposed Transaction and certain portions of the exhibits and annexes thereto (collectively, the Prospectus), and a draft of the Agreement and Plan of Conversion and Merger relating to the Proposed Transaction (such draft, the Agreement), and certain other documents related to the Proposed Transaction.

2. Reviewed the following information and/or documents related to the real estate holdings of the Partnership:

- a. Reviewed previously completed appraisal reports associated with the property owned by the Partnership (such property referred to herein as the Property) prepared by KTR Real Estate Advisors LLC as of June 1, 2011 (the Appraisal) and provided to Duff & Phelps by management of Aimco OP;
- b. Reviewed facts and circumstances related the Property to understand factors relevant to the Appraisal; and
- c. Reviewed market data for each of the subject markets and assessed current supply and demand trends.

3. Reviewed the following information and/or documents related to the Property:

- a. Reviewed operating statements and balance sheets for the twelve month periods ending December 31, 2008, 2009, and 2010;
- b. Reviewed the year-to-date operating statement and balance sheet for the five month period ending May 31, 2011;
- c. Reviewed budgeted financial statements for the twelve month period ending December 31, 2011;
- d. Reviewed rent rolls prepared as of April 2011; and
- e. Discussed the information referred to above and the background and other elements of the Proposed Transaction with the management of Aimco OP.

4. Conducted such other analyses and considered such other factors as Duff & Phelps deemed appropriate.

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Assumptions, Qualifications and Limiting Conditions

In performing its analyses and rendering this Opinion with respect to the Proposed Transaction, Duff & Phelps, with your consent:

1. Relied upon, and did not independently verify, the accuracy, completeness, reliability and fair presentation of all information, data, advice, opinions and representations obtained from public sources or provided to it from private sources regarding or otherwise relating to the Property, the Partnership, the Proposed Transaction and/or otherwise received by it in connection with this Opinion (collectively, the Background Information), including that Background Information obtained from management of Aimco OP, and does not make any representation and warranty with respect to or otherwise relating to such Background Information;
2. Relied upon the fact that Aimco OP, the General Partner, the GP Board, the Aimco Board, the Partnership, the LP GP and the LP GP Board have been advised by counsel as to all legal matters with respect to or otherwise relating to the Proposed Transaction, including whether all procedures required by law to be taken in connection with the Proposed Transaction have been duly, validly and timely taken;
3. Assumed that any estimates, evaluations, forecasts and projections furnished to Duff & Phelps were reasonably prepared and based upon the best currently available information and good faith judgment of the person furnishing the same;
4. Assumed that the representations and warranties made in the Agreement are substantially accurate;
5. Assumed that the final versions of all documents reviewed by Duff & Phelps in draft form conform in all material respects to the drafts reviewed;
6. Assumed that there has been no material change in the assets, financial condition, business, or prospects of any Property or the Partnership since the respective dates of the Appraisal, the most recent financial statements and the other information made available to Duff & Phelps;
7. Assumed that title to the Property is good and marketable, that the Property is free and clear of any material liens, with the exception of any liens related to mortgage debt as disclosed in the Prospectus, easements, encroachments or other encumbrances and that all improvements lie within property boundaries, except as disclosed in the Appraisal;
8. Assumed that all material licenses, certificates of occupancy, consents, and other legislative or administrative authority that are required or advisable to be obtained from any local, state, or national government or private entity or organization have been obtained and are current;
9. Assumed full compliance with all material federal, state and local zoning, use, occupancy, environmental, and similar laws and regulations, except as expressly disclosed in the Appraisal;
10. Assumed responsible ownership and competent property management of the Property;
11. Assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures or otherwise with respect to any Property that could affect the value of such Property (Unapparent Property Conditions), except as

expressly disclosed in the Appraisal;

12. Without limiting the generality of the foregoing, assumed that there are no potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, industrial wastes, etc. (Hazardous Materials) on, in or near the Property that could affect the value of such Property, except as expressly disclosed in the Appraisal;

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13. Assumed that all of the conditions required to implement the Proposed Transaction will be satisfied and that the Proposed Transaction will be completed in accordance with the Agreement without any amendments thereto or any waivers of any terms or conditions thereof;

14. Assumed that all governmental, regulatory and other consents and approvals necessary or advisable for the consummation of the Proposed Transaction will be obtained without any adverse effect on the Partnership, the New Partnership or any Property; and

15. Assumed that for the purposes of its analysis, that all of the Unaffiliated Limited Partners elect to receive the Cash Consideration. Duff & Phelps is making no determination as to the fair value of, or fairness with respect to any OP Unit consideration.

To the extent that any of the foregoing assumptions or any of the facts on which this Opinion is based prove to be untrue in any material respect, this Opinion cannot and should not be relied upon. Furthermore, in Duff & Phelps analysis and in connection with the preparation of this Opinion, Duff & Phelps has made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction.

Duff & Phelps has prepared this Opinion effective as of the date hereof. This Opinion is necessarily based upon market, economic, financial and other conditions as they exist and can be evaluated as of the date hereof, and Duff & Phelps disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting this Opinion which may come or be brought to the attention of Duff & Phelps after the date hereof.

Duff & Phelps did not evaluate the Partnership's solvency or conduct an independent appraisal or physical inspection of any specific liabilities (contingent or otherwise). Duff & Phelps did not evaluate the tax consequences the Proposed Transaction may have on any person, including any Unaffiliated Limited Partner, and did not take any such consequences into account in rendering this Opinion. Duff & Phelps has not been requested to, and did not, (i) initiate any discussions with, or solicit any indications of interest from, third parties with respect to the Proposed Transaction, the assets, businesses or operations of the Partnership, or any alternatives to the Proposed Transaction, (ii) negotiate the terms of the Proposed Transaction, or (iii) advise Aimco OP or any other party with respect to alternatives to the Proposed Transaction.

Duff & Phelps is not expressing any opinion as to the market price or value of the Partnership's, the New Partnership's or Aimco OP's equity (or anything else) after the announcement or the consummation of the Proposed Transaction. Without limiting the generality of the foregoing, Duff & Phelps is not expressing any opinion as to the liquidity of, rights and/or risks associated with owning, or any other feature or characteristic of, the OP Units. This Opinion should not be construed as a valuation opinion, credit rating, solvency opinion, an analysis of the Partnership's, the New Partnership's or Aimco OP's credit worthiness, as tax advice, or as accounting advice. Duff & Phelps has not made, and assumes no responsibility to make, any representation, or render any opinion, as to any legal matter (including with respect to title to or any encumbrances relating to any Property).

Duff & Phelps did not investigate any of the physical conditions of any Property and has not made, and assumes no responsibility to make, any representation, or render any opinion, as to the physical condition of any Property. No independent surveys of the Property was conducted. Duff & Phelps did not arrange for any engineering studies that may be required to discover any Unapparent Property Condition. Duff & Phelps did not arrange for or conduct any

soil analysis or geological studies or any investigation of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions or arrange for or conduct any other environmental analysis, including with respect to any Hazardous Materials, which may or may not be present on, in or near the Property.

In rendering this Opinion, Duff & Phelps is not expressing any opinion with respect to the amount or nature of any compensation to any of Aimco OP's and/or Aimco's respective officers, directors, or employees, or any class of such persons, relative to the consideration to be received by the Unaffiliated Limited Partners in the Proposed Transaction, or with respect to the fairness of any such compensation.

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This Opinion is furnished solely for the use and benefit of each of the General Partner, the GP Board, the Aimco Board, and the LP GP Board in connection with and for purposes of its evaluation of the Proposed Transaction and is not intended to, and does not, confer any rights or remedies upon any other person, and is not intended to be used, and may not be used, by any other person or for any other purpose, without Duff & Phelps' express consent. This Opinion (i) does not address the merits of the underlying business decision to enter into the Proposed Transaction versus any alternative strategy or transaction; (ii) does not address any transaction related to the Proposed Transaction; (iii) is not a recommendation as to how any party should vote or act with respect to any matters relating to the Proposed Transaction or any related transaction, or whether to proceed with the Proposed Transaction or any related transaction, and (iv) does not indicate that the consideration paid is the best possibly attainable under any circumstances; instead, it merely states whether the consideration in the Proposed Transaction is within a range suggested by certain financial analyses. The decision as to whether to proceed with the Proposed Transaction or any related transaction may depend on an assessment of factors unrelated to the financial analysis on which this Opinion is based. This Opinion should not be construed as creating any fiduciary duty on the part of Duff & Phelps to any party.

This Opinion is solely that of Duff & Phelps, and Duff & Phelps' liability in connection with this letter shall be limited in accordance with the terms set forth in the engagement letter between Duff & Phelps and Aimco OP dated June 10, 2011 (the Engagement Letter). This letter is confidential, and its use and disclosure is strictly limited in accordance with the terms set forth in the Engagement Letter.

Disclosure of Prior Relationships

Duff & Phelps has acted as financial advisor to the General Partner, the GP Board, the Aimco Board, and the LP GP Board and will receive a fee for its services. No portion of Duff & Phelps' fee is contingent upon either the conclusion expressed in this Opinion or whether or not the Proposed Transaction is successfully consummated. Pursuant to the terms of the Engagement Letter, a portion of Duff & Phelps' fee is payable upon Duff & Phelps' stating to Aimco OP that it is prepared to deliver its Opinion. Other than this engagement, which includes additional fairness opinions rendered in respect of similar transactions involving other affiliates of Aimco OP, during the two years preceding the date of this Opinion, Duff & Phelps has not had any material relationship with any party to the Proposed Transaction for which compensation has been received or is intended to be received, nor is any such material relationship or related compensation mutually understood to be contemplated.

Conclusion

Based upon and subject to the foregoing, Duff & Phelps is of the opinion that, as of the date hereof, the consideration offered to the Unaffiliated Limited Partners in the Proposed Transaction is fair from a financial point of view to the Unaffiliated Limited Partners (without giving effect to any impact of the Proposed Transaction on any particular Unaffiliated Limited Partner other than in its capacity as an Unaffiliated Limited Partner).

This Opinion has been approved by the Opinion Review Committee of Duff & Phelps.

Respectfully submitted,

/s/ Duff & Phelps, LLC
Duff & Phelps, LLC

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None of NPI, Aimco OP or the Aimco Subsidiary has directors, officers or significant employees of its own. The names and positions of the executive officers and directors of Aimco, AIMCO-GP, AIMCO/IPT and NPI Equity are set forth below. The business address of each executive officer and director is 4582 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237. Each executive officer and director is a citizen of the United States of America.

Name (age)	Position
Terry Considine(63)	Chairman of the Board of Directors and Chief Executive Officer of Aimco; Director, Chief Executive Officer and President of AIMCO-GP and AIMCO/IPT.
Lisa R. Cohn(42)	Executive Vice President, General Counsel and Secretary of Aimco, AIMCO-GP, AIMCO/IPT and NPI Equity.
Miles Cortez(67)	Executive Vice President and Chief Administrative Officer of Aimco, AIMCO-GP and AIMCO/IPT.
Ernest M. Freedman(40)	Executive Vice President and Chief Financial Officer of Aimco, AIMCO-GP, AIMCO/IPT and NPI Equity.
John Bezzant(48)	Executive Vice President of Aimco, AIMCO-GP, AIMCO/IPT and FCMC; Director and Executive Vice President of NPI Equity.
Keith M. Kimmel(39)	Executive Vice President of Aimco, AIMCO-GP and AIMCO/IPT.
Daniel S. Matula(45)	Executive Vice President of Aimco, AIMCO-GP and AIMCO/IPT.
Steven D. Cordes(39)	Senior Vice President of Aimco, AIMCO-GP, AIMCO/IPT and FCMC; Director and Senior Vice President of NPI Equity.
Paul Beldin(37)	Senior Vice President and Chief Accounting Officer of Aimco, AIMCO-GP, AIMCO/IPT and NPI Equity.
Stephen B. Waters(49)	Senior Director of Partnership Accounting of Aimco, AIMCO-GP, AIMCO/IPT and NPI Equity.
James N. Bailey(64)	Director of Aimco
Richard S. Ellwood(79)	Director of Aimco
Thomas L. Keltner(64)	Director of Aimco
J. Landis Martin(65)	Director of Aimco
Robert A. Miller(64)	Director of Aimco
Michael A. Stein(61)	Director of Aimco
Kathleen M. Nelson(65)	Director of Aimco

Name	Biographical Summary of Current Directors and Officers
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Terry Considine	Mr. Considine has been Chairman of the Board of Directors and Chief Executive Officer of Aimco and AIMCO-GP, Inc. since July 1994, and has been a director, Chief Executive Officer and President of AIMCO/IPT since February 1999. Mr. Considine also serves on the board of directors of Intrepid Potash, Inc. a publicly held producer of potash, and, until its
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acquisition in early 2009, Mr. Considine served as Chairman of the Board and Chief Executive Officer of American Land Lease, Inc. Mr. Considine has over 40 years of experience in the real estate and other industries. Among other real estate ventures, in 1975, Mr. Considine founded and managed the predecessor companies that became Aimco at its initial public offering in 1994.

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Name	Biographical Summary of Current Directors and Officers
Lisa R. Cohn	Ms. Cohn was appointed Executive Vice President, General Counsel and Secretary of Aimco, AIMCO-GP, AIMCO/IPT and FCMC in December 2007. In addition to serving as general counsel, Ms. Cohn has executive responsibility for insurance and risk management as well as human resources. From January 2004 to December 2007, Ms. Cohn served as Senior Vice President and Assistant General Counsel. She joined Aimco in July 2002 as Vice President and Assistant General Counsel. Prior to joining Aimco, Ms. Cohn was in private practice with the law firm of Hogan & Hartson LLP with a focus on public and private mergers and acquisitions, venture capital financing, securities and corporate governance.
Miles Cortez	Mr. Cortez was appointed Executive Vice President and Chief Administrative Officer in December 2007. He is responsible for administration, government relations, communications and special projects. Mr. Cortez joined Aimco in August 2001 as Executive Vice President, General Counsel and Secretary. Prior to joining Aimco, Mr. Cortez was the senior partner of Cortez Macaulay Bernhardt & Schuetze LLC, a Denver, Colorado law firm, from December 1997 through September 2001. He served as president of the Colorado Bar Association from 1996 to 1997 and the Denver Bar Association from 1982 to 1983.
Ernest M. Freedman	Mr. Freedman was appointed Executive Vice President and Chief Financial Officer of Aimco, AIMCO-GP, AIMCO/IPT and FCMC effective November 1, 2009. Mr. Freedman joined Aimco in 2007 as Senior Vice President of Financial Planning and Analysis and has served as Senior Vice President of Finance since February 2009, responsible for financial planning, tax, accounting and related areas. From 2004 to 2007, Mr. Freedman served as Chief Financial Officer of HEI Hotels and Resorts. From 2000 to 2004, Mr. Freedman was at GE Real Estate in a number of capacities, including operations controller and finance manager for investments and acquisitions. From 1993 to 2000, Mr. Freedman was with Ernst & Young, LLP, including one year as a senior manager in the real estate practice. Mr. Freedman is a certified public accountant.
Steven D. Cordes	Mr. Cordes was appointed as a Director of FCMC effective March 2, 2009. Mr. Cordes has been a Senior Vice President of Aimco, AIMCO-GP, AIMCO/IPT and FCMC since May 2007. Mr. Cordes was appointed Senior Vice President - Structured Equity in May 2007. Mr. Cordes joined Aimco in 2001 as a Vice President of Capital Markets with responsibility for Aimco's joint ventures and equity capital markets activity. Prior to joining Aimco, Mr. Cordes was a manager in the financial consulting practice of PricewaterhouseCoopers. Effective March 2009, Mr. Cordes was appointed to serve as the equivalent of the chief executive officer of the Partnership.
John Bezzant	Mr. Bezzant was appointed as a Director of FCMC effective December 16, 2009. Mr. Bezzant currently serves as an Executive Vice President of Aimco, AIMCO-GP, AIMCO/IPT and FCMC. Mr. Bezzant joined Aimco in June 2006 as Senior Vice President - Development and was appointed as Executive Vice President, Transactions in January 2011. Prior to joining Aimco, from 2005 to June 2006, Mr. Bezzant was a First Vice President at

Prologis and from 1986 to 2005, Mr. Bezzant served as Vice President,
Asset Management at Catellus Development Corporation.

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Name	Biographical Summary of Current Directors and Officers
Keith M. Kimmel	Mr. Kimmel was appointed Executive Vice President of Property Operations of Aimco in January 2011. He also serves as Executive Vice President of AIMCO-GP, AIMCO/IPT and FCMC. From September 2008 to January 2011, Mr. Kimmel served as the Area Vice President of property operations for the western region. Prior to that, from March 2006 to September 2008, he served as the Regional Vice President of property operations for California. He joined Aimco in March of 2002 as a Regional Property Manager. Prior to joining Aimco, Mr. Kimmel was with Casden Properties from 1998 through 2002, and was responsible for the operation of the new construction and high-end product line. Mr. Kimmel began his career in the multi-family real estate business in 1992 as a leasing consultant and on-site manager.
Daniel S. Matula	Mr. Matula was appointed Executive Vice President of Redevelopment and Construction for Aimco in January 2011. He also serves as Executive Vice President of AIMCO-GP, AIMCO/IPT and FCMC. He joined Aimco as Senior Vice President of Redevelopment in January 2006. Mr. Matula oversees redevelopment, construction services, capital management, energy, service and quality and procurement. Prior to joining Aimco, from 2005 to 2006, Mr. Matula served as Senior Vice President of Development for Triad Partners, a private medical office development company headquartered in Irvine, CA. From 2000 to 2005, Mr. Matula served as Senior Vice President of Construction Services for Catellus Development Corporation.
Paul Beldin	Mr. Beldin was appointed Senior Vice President and Chief Accounting Officer of Aimco and FCMC in May 2008. Mr. Beldin joined Aimco in May 2008. Prior to that, Mr. Beldin served as controller and then as chief financial officer of America First Apartment Investors, Inc., a publicly traded multifamily real estate investment trust, from May 2005 to September 2007 when the company was acquired by Sentinel Real Estate Corporation. Prior to joining America First Apartment Investors, Inc., Mr. Beldin was a senior manager at Deloitte and Touche LLP, where he was employed from August 1996 to May 2005, including two years as an audit manager in SEC services at Deloitte's national office.
Stephen B. Waters	Mr. Waters was appointed Senior Director of Partnership Accounting of Aimco and FCMC in June 2009. Mr. Waters has responsibility for partnership accounting with Aimco and serves as the principal financial officer of FCMC. Mr. Waters joined Aimco as a Director of Real Estate Accounting in September 1999 and was appointed Vice President of FCMC and Aimco in April 2004. Prior to joining Aimco, Mr. Waters was a senior manager at Ernst & Young LLP.
James N. Bailey	Mr. Bailey was first elected as a director of Aimco in June 2000 and is currently Chairman of the Nominating and Corporate Governance Committee and a member of the Audit and Compensation and Human Resources Committees. Mr. Bailey co-founded Cambridge Associates, LLC, an investment consulting firm, in 1973 and currently serves as its Senior Managing Director and Treasurer. He is also a co-founder, director and treasurer of The Plymouth Rock Company, and a director of SRB Corporation, Inc. and Homeowners Direct Company, all three of which are

insurance companies and insurance company affiliates. He also serves as an Overseer for the New England Aquarium, and is on its audit and investment committees. Mr. Bailey is a member of the Massachusetts Bar and the American Bar Associations. Mr. Bailey, a long-time entrepreneur, brings particular expertise to the board in the areas of investment and financial planning, capital markets, evaluation of institutional real estate markets and managers of all property types.

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Name	Biographical Summary of Current Directors and Officers
Richard S. Ellwood	<p>Mr. Ellwood was first elected as a director of Aimco in July 1994. Mr. Ellwood is currently a member of the Audit, Compensation and Human Resources, and Nominating and Corporate Governance Committees. Mr. Ellwood was the founder and President of R.S. Ellwood & Co., Incorporated, which he operated as a real estate investment banking firm through 2004. Prior to forming his firm, Mr. Ellwood had 31 years experience on Wall Street as an investment banker, serving as: Managing Director and senior banker at Merrill Lynch Capital Markets from 1984 to 1987; Managing Director at Warburg Paribas Becker from 1978 to 1984; general partner and then Senior Vice President and a director at White, Weld & Co. from 1968 to 1978; and in various capacities at J.P. Morgan & Co. from 1955 to 1968. Mr. Ellwood served as a director of Felcor Lodging Trust, Incorporated, a publicly held company, from 1994 to 2009. He is as a trustee of the Diocesan Investment Trust of the Episcopal Diocese of New Jersey and is chairman of the diocesan audit committee. As one of the first real estate investment bankers, Mr. Ellwood brings particular expertise in real estate finance through corporate securities in both public and private markets as well as in direct property financings through mortgage placements, limited partnerships and joint ventures.</p>
Thomas L. Keltner	<p>Mr. Keltner was first elected as a director of Aimco in April 2007 and is currently a member of the Audit, Compensation and Human Resources, and Nominating and Corporate Governance Committees. Mr. Keltner served as Executive Vice President and Chief Executive Officer Americas and Global Brands for Hilton Hotels Corporation from March 2007 through March 2008, which concluded the transition period following Hilton's acquisition by The Blackstone Group. Mr. Keltner joined Hilton Hotels Corporation in 1999 and served in various roles. Mr. Keltner has more than 20 years of experience in the areas of hotel development, acquisition, disposition, franchising and management. Prior to joining Hilton Hotels Corporation, from 1993 to 1999, Mr. Keltner served in several positions with Promus Hotel Corporation, including President, Brand Performance and Development. Before joining Promus Hotel Corporation, he served in various capacities with Holiday Inn Worldwide, Holiday Inns International and Holiday Inns, Inc. In addition, Mr. Keltner was President of Saudi Marriott Company, a division of Marriott Corporation, and was a management consultant with Cresap, McCormick and Paget, Inc. Mr. Keltner brings particular expertise to the board in the areas of property operations, marketing, branding, development and customer service.</p>

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Name	Biographical Summary of Current Directors and Officers
J. Landis Martin	<p>Mr. Martin was first elected as a director of Aimco in July 1994 and is currently Chairman of the Compensation and Human Resources Committee. Mr. Martin is also a member of the Audit and Nominating and Corporate Governance Committees and serves as the Lead Independent Director of Aimco's Board. Mr. Martin is the Founder and Managing Director of Platte River Ventures LLC, a private equity firm. In November 2005, Mr. Martin retired as Chairman and CEO of Titanium Metals Corporation, a publicly held integrated producer of titanium metals, where he served since January 1994. Mr. Martin served as President and CEO of NL Industries, Inc., a publicly held manufacturer of titanium dioxide chemicals, from 1987 to 2003. Mr. Martin is also a director of Crown Castle International Corporation, a publicly held wireless communications company, Halliburton Company, a publicly held provider of products and services to the energy industry, and Intrepid Potash, Inc., a publicly held producer of potash. As a former chief executive of four NYSE-listed companies, Mr. Martin brings particular expertise to the board in the areas of operations, finance and governance.</p>
Robert A. Miller	<p>Mr. Miller was first elected as a director of Aimco in April 2007 and is currently a member of the Audit, Compensation and Human Resources, and Nominating and Corporate Governance Committees. Mr. Miller has served as the President of Marriott Leisure since 1997. Prior to joining Marriott Leisure, from 1984 to 1988, Mr. Miller served as Executive Vice President & General Manager of Marriott Vacation Club International and then as its President from 1988 to 1997. In 1984, Mr. Miller and a partner sold their company, American Resorts, Inc., to Marriott. Mr. Miller co-founded American Resorts, Inc. in 1978, and it was the first business model to encompass all aspects of timeshare resort development, sales, management and operations. Prior to founding American Resorts, Inc., from 1972 to 1978, Mr. Miller was Chief Financial Officer of Fleetwing Corporation, a regional retail and wholesale petroleum company. Prior to joining Fleetwing, Mr. Miller served for five years as a staff accountant for Arthur Young & Company. Mr. Miller is past Chairman and currently a director of the American Resort Development Association (ARDA) and currently serves as Chairman and director of the ARDA International Foundation. As a successful real estate entrepreneur, Mr. Miller brings particular expertise to the board in the areas of operations, management, marketing, sales, and development, as well as finance and accounting.</p>

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Name

Biographical Summary of Current Directors and Officers

Michael A. Stein

Mr. Stein was first elected as a director of Aimco in October 2004 and is currently the Chairman of the Audit Committee. Mr. Stein is also a member of the Compensation and Human Resources and Nominating and Corporate Governance Committees. From January 2001 until its acquisition by Eli Lilly in January 2007, Mr. Stein served as Senior Vice President and Chief Financial Officer of ICOS Corporation, a biotechnology company based in Bothell, Washington. From October 1998 to September 2000, Mr. Stein was Executive Vice President and Chief Financial Officer of Nordstrom, Inc. From 1989 to September 1998, Mr. Stein served in various capacities with Marriott International, Inc., including Executive Vice President and Chief Financial Officer from 1993 to 1998. Mr. Stein serves on the Board of Directors of Nautilus, Inc., which is a publicly held fitness company, and the Board of Directors of Providence Health & Services, a not-for-profit health system operating hospitals and other health care facilities across Alaska, Washington, Montana, Oregon and California. As the former chief financial officer of two NYSE-listed companies and a former partner at Arthur Andersen, Mr. Stein brings particular expertise to the board in the areas of corporate and real estate finance, and accounting and auditing for large and complex business operations.

Kathleen M. Nelson

Ms. Nelson was first elected as a director of Aimco in April 2010, and currently serves on the Audit, Compensation and Human Resources, and Nominating and Corporate Governance Committees. Ms. Nelson has an extensive background in commercial real estate and financial services with over 40 years of experience including 36 years at TIAA-CREF. She held the position of Managing Director/Group Leader and Chief Administrative Officer for TIAA-CREF's mortgage and real estate division. Ms. Nelson developed and staffed TIAA's real estate research department. She retired from this position in December 2004 and founded and serves as president of KMN Associates LLC, a commercial real estate investment advisory and consulting firm. In 2009, Ms. Nelson co-founded and serves as Managing Principal of Bay Hollow Associates, LLC, a commercial real estate consulting firm, which provides counsel to institutional investors. Ms. Nelson served as the International Council of Shopping Centers chairman for the 2003-04 term and has been an ICSC Trustee since 1991. She also is the chairman of the ICSC Audit Committee and is a member of various other committees. Ms. Nelson serves on the Board of Directors of CBL & Associates Properties, Inc., which is a publicly held REIT that develops and manages retail shopping properties. She is a member of Castagna Realty Company Advisory Board and has served as an advisor to the Rand Institute Center for Terrorism Risk Management Policy and on the board of the Greater Jamaica Development Corporation. Ms. Nelson serves on the Advisory Board of the Beverly Willis Architectural Foundation and is a member of the Anglo American Real Property Institute. Ms. Nelson brings to the board particular expertise in the areas of real estate finance and investment.

Table of Contents**ANNEX F****SUMMARY OF APPRAISAL**

Colony at Kenilworth		
Valuation Methodology	Appraised Value (as of June 1, 2011)	Material Assumptions and Analyses
Income Capitalization Approach Direct Capitalization Analysis	\$38,600,000	<p>Potential gross income from apartment unit rentals of \$444,780 per month or \$5,337,360 for the appraised year;</p> <p>Loss to lease allowance of 10.0% of gross potential rent;</p> <p>Rent concession of 4.0% of the gross rent potential;</p> <p>Stabilized vacancy and credit loss of 5.0% of the gross rent potential;</p> <p>Deduction of \$27,360 from potential gross apartment unit rentals for the appraised year for two units serving as a management office;</p> <p>Other income of \$1,335 per unit for the appraised year;</p> <p>Total expenses of \$2,296,544, or \$5,990 per unit, for the appraised year; and</p> <p>Capitalization rate of 6.5%.</p>
Sales Comparison Approach	\$40,200,000	<p>KTR examined and analyzed comparable sales of three properties in the influencing market.</p> <p>The sales reflected per unit unadjusted sales prices ranging from \$113,998 to \$128,592.</p> <p>After adjustment for factors such as differences in location, building size, quality of construction, building materials, age, condition, functional utility, appearance and average unit size, the comparable sales illustrated a range from \$102,874 to \$108,298 per unit.</p> <p>Based on this range, KTR concluded that a value of \$105,000 per unit for the property was reasonable.</p>

The per unit value of \$105,000 was multiplied by the property's 383 units.

Extraordinary Assumption

In connection with the preparation of its March 2011 appraisal report of the property, KTR inspected the property on March 4, 2011. KTR noted that the scope of work of the June 2011 appraisal report of the property did not include a physical inspection of the property, and that the values derived in the report are based on the extraordinary assumption that the physical condition of the property has not materially changed since March 4, 2011.

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ANNEX G

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 10-K

(Mark One)

- ☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2010
- 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 0-11864

NATIONAL PROPERTY INVESTORS 6
(Exact name of registrant as specified in its charter)

California
*(State or other jurisdiction of
incorporation or organization)*

13-3140364
*(I.R.S. Employer
Identification No.)*

55 Beattie Place, PO Box 1089
Greenville, South Carolina 29602
(Address of principal executive offices)

Registrant's telephone number, including area code (864) 239-1000

Securities registered under Section 12(b) of the Act:

None

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

Units of Limited Partnership Interest

(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

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). 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 the 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. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☒
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

State the aggregate market value of the voting and non-voting partnership interests held by non-affiliates computed by reference to the price at which the partnership interests were last sold, or the average bid and asked price of such partnership interests as of the last business day of the registrant's most recently completed second fiscal quarter. No market exists for the limited partnership interests of the Registrant, and, therefore, no aggregate market value can be determined.