

Section 1: 8-K (8-K)

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported) February 20, 2019

**APARTMENT INVESTMENT AND MANAGEMENT COMPANY
AIMCO PROPERTIES, L.P.**

(Exact name of registrant as specified in its charter)

MARYLAND (Apartment Investment and Management Company)

1-13232

84-1259577

DELAWARE (AIMCO Properties, L.P.)

0-24497

84-1275621

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

**(Commission
File Number)**

**(I.R.S. Employer
Identification No.)**

**4582 SOUTH ULSTER STREET
SUITE 1100, DENVER, CO 80237**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (303) 757-8101

NOT APPLICABLE

(Former name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the exchange act.

ITEM 1.01. Entry Into a Material Definitive Agreement.

On February 20, 2019, Apartment Investment and Management Company (“Aimco”) effected the previously-announced 1-for-1.03119 reverse split of its outstanding shares of common stock (the “Reverse Stock Split”). In connection with the Reverse Stock Split, on February 20, 2019, Aimco’s wholly owned subsidiary, AIMCO-GP, Inc. (the “General Partner”), which is the general partner of Aimco’s operating partnership, AIMCO Properties, L.P. (the “Aimco Operating Partnership”), entered into the Eleventh Amendment (the “Eleventh Amendment”) to the Fourth Amended and Restated Agreement of Limited Partnership of AIMCO Properties, L.P., dated as of July 29, 1994 and amended and restated as of February 28, 2007 (the “Operating Partnership Agreement”). The Eleventh Amendment modifies the definition of “Adjustment Factor” in the Operating Partnership Agreement so that no change occurs if Aimco splits or subdivides its outstanding shares of common stock, or combines its outstanding shares of common stock into a smaller number of shares, if the Aimco Operating Partnership concurrently effects a similar split, subdivision or combination of its outstanding Partnership Common Units (“OP Units”). On February 20, 2019, the General Partner effected a 1-for-1.03119 reverse split of its outstanding OP Units. As a result of this reverse unit split, and the Eleventh Amendment, after the Reverse Stock Split, OP Units will continue to be redeemable in exchange for shares of Aimco common stock on a one-for-one basis (or cash equal to the value of such shares, as determined by the Aimco Operating Partnership in its discretion).

The description of the Eleventh Amendment set forth herein is qualified in its entirety by reference to the full text of the Eleventh Amendment, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

ITEM 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Aimco has filed Articles of Amendment (the “Articles of Amendment”) to amend its charter to effect the Reverse Stock Split, effective at 5:00 pm, Eastern Time, on February 20, 2019. Pursuant to the Articles of Amendment, every 1.03119 shares of Aimco’s issued and outstanding shares of common stock were combined into one issued and outstanding share of common stock. No fractional shares were issued in the Reverse Stock Split, and cash will be paid in lieu of any fraction of a share to which a stockholder would otherwise be entitled.

The description of the Articles of Amendment set forth herein is qualified in its entirety by reference to the full text of the Articles of Amendment, which is filed as Exhibit 3.1 to this report and is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
3.1	Articles of Amendment of Apartment Investment and Management Company
10.1	Eleventh Amendment to the Fourth Amended and Restated Agreement of Limited partnership of AIMCO Properties, L.P., dated as of February 20, 2019

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: February 20, 2019

APARTMENT INVESTMENT AND MANAGEMENT COMPANY

By: /s/ Paul Beldin

Name: Paul Beldin

Title: Executive Vice President and Chief Financial Officer

AIMCO PROPERTIES, L.P.

By: AIMCO-GP, Inc., its General Partner

By: /s/ Paul Beldin

Name: Paul Beldin

Title: Executive Vice President and Chief Financial Officer

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Section 2: EX-3.1 (EXHIBIT 3.1)

Exhibit 3.1

APARTMENT INVESTMENT AND MANAGEMENT COMPANY

ARTICLES OF AMENDMENT

APARTMENT INVESTMENT AND MANAGEMENT COMPANY, a Maryland corporation, having its principal office in Baltimore City, Maryland (which is hereinafter called the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The charter of the Corporation (the "Charter") is hereby amended to provide that every 1.03119 shares of the Corporation's common stock, \$0.01 par value per share (the "Common Stock"), issued and outstanding immediately before the Reverse Stock Split Effective Time (as defined below) shall be combined into one issued and outstanding share of Common Stock, \$0.0103119 par value per share, with any resulting fractional shares of Common Stock being cancelled and the holders of any such fractional shares of Common Stock being entitled to receive a cash payment in lieu of such fractional shares calculated using the fair value per share of the Common Stock at the Reverse Stock Split Effective Time.

SECOND: The Charter is hereby amended, effective immediately after the Reverse Stock Split Effective Time, to change the par value per share of each share of Common Stock issued and outstanding immediately after the Reverse Stock Split Effective Time from \$0.0103119 per share to \$0.01 per share.

THIRD: The foregoing amendment to the Charter has been duly approved by a majority of the entire Board of Directors of the Corporation as required by law. The amendment is limited to changes expressly authorized by Section 2-309(e)(2) and Section 2-605(a)(2) of the Maryland General Corporation Law to be made without action by the stockholders of the Corporation.

FOURTH: These Articles of Amendment shall become effective at 5:00 p.m. EDT on February 20, 2019 (the "Reverse Stock Split Effective Time").

FIFTH: There has been no increase in the authorized stock of the Corporation effected by the amendments to the Charter as set forth above.

IN WITNESS WHEREOF, Apartment Investment and Management Company has caused these presents to be signed in its name and on its behalf by its Executive Vice President and Chief Financial Officer and witnessed by its Secretary on February 19, 2019.

WITNESS:

APARTMENT INVESTMENT AND MANAGEMENT
COMPANY

/s/ Lisa R. Cohn

Lisa R. Cohn, Secretary

By: /s/ Paul Beldin

Paul Beldin, Executive Vice President
and
Chief Financial Officer

THE UNDERSIGNED, the Executive Vice President and Chief Financial Officer of Apartment Investment and Management Company, who executed on behalf of the Corporation the foregoing Articles of Amendment of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Amendment to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

/s/ Paul Beldin

Paul Beldin, Executive Vice President
and
Chief Financial Officer

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Section 3: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

ELEVENTH AMENDMENT TO THE FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF AIMCO PROPERTIES, L.P.

This ELEVENTH AMENDMENT TO THE FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF AIMCO PROPERTIES, L.P., dated as of February 20, 2019 (this “Amendment”), is being executed by AIMCO-GP, Inc., a Delaware corporation (the “General Partner”), as the general partner of AIMCO Properties, L.P., a Delaware limited partnership (the “Partnership”), pursuant to the authority conferred on the General Partner by Section 7.3.C of the Fourth Amended and Restated Agreement of Limited Partnership of AIMCO Properties, L.P., dated as of July 29, 1994 and restated as of February 28, 2007, as amended and/or supplemented from time to time (including all the exhibits thereto, the “Agreement”). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed thereto in the Agreement.

WHEREAS, the General Partner has determined that this Amendment is desirable in connection with a reverse stock split proposed to be effected by the Previous General Partner.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The penultimate sentence of the definition of “Adjustment Factor” in ARTICLE I of the Agreement is hereby amended and restated as follows:

“Any adjustments to the Adjustment Factor shall become effective immediately after the effective date of such event, retroactive to the record date, if any, for such event, provided, however, that any Limited Partner may waive, by written notice to the General Partner, the effect of any adjustment to the Adjustment Factor applicable to the Partnership Common Units held by such Limited Partner, and, thereafter, such adjustment will not be effective as to such Partnership Common Units; provided, further, that notwithstanding the foregoing, (A) if the Previous General Partner declares or pays a dividend on its outstanding REIT Shares in REIT Shares or makes a distribution to all holders of its outstanding REIT Shares in REIT Shares, no adjustments to the Adjustment Factor shall be made if the Partnership concurrently pays a distribution with respect to each Partnership Common Unit consisting of (i) a number of Partnership Common Units (or fraction thereof) equal to the number of REIT Shares (or fraction thereof) paid as a dividend with respect to each REIT Share, or (ii) cash in an amount equal to the value, as determined in good faith by the General Partner, of the number of REIT Shares (or fraction thereof) paid as a dividend with respect to each

REIT Share and (B) if the Previous General Partner splits or subdivides its outstanding REIT Shares or effects a reverse stock split or otherwise combines its outstanding REIT Shares into a smaller number of REIT Shares, no adjustments to the Adjustment Factor shall be made if the Partnership concurrently splits or subdivides its outstanding Partnership Common Units or combines its outstanding Partnership Common Units into a smaller number of Partnership Common Units, as applicable, such that the ratio of outstanding REIT Shares to outstanding Partnership Common Units prior to such split, subdivision, reverse split or combination is equal to the ratio of outstanding REIT Shares to outstanding Partnership Common Units following such split, subdivision, reverse split or combination.”

2. Miscellaneous. Except as specifically amended hereby, the terms, covenants, provisions and conditions of the Agreement shall remain unmodified and continue in full force and effect and, except as amended hereby, all of the terms, covenants, provisions and conditions of the Agreement are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

GENERAL PARTNER:

AIMCO-GP, INC.

By: /s/ Paul Beldin

Name: Paul Beldin

Title: Executive Vice President and Chief Financial
Officer