

# **EXHIBIT B**

January 31, 2011

VIA OVERNIGHT MAIL

Mr. Matthew Ammon  
U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 7th Street, S.W.  
Room P-3206  
Washington, D.C. 20410

Mr. Brian T. Dyer  
U.S. Environmental Protection Agency  
Toxics and Pesticides Enforcement Division (2245A)  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Re: 2010 Annual Report Pursuant to Consent Agreement, Section K, Paragraph 77  
Reference: TSCA HQ-2002-0003

Dear Mr. Ammon and Mr. Dyer:

AIMCO is pleased to submit its annual report for the period commencing December 18, 2009, pursuant to Section K, Paragraph 77, of the above-referenced consent agreement.

**Section K, Paragraph 77(i).** During this reporting period, no units were inspected in accordance with Paragraphs 51, 63 and/or 64 of the consent agreement.

**Section K, Paragraph 77(ii).** During this reporting period, no risk assessments were performed in units in accordance with Paragraphs 57 and/or 67 of the consent agreement.

**Section K, Paragraph 77(iii).** During this reporting period, no Lead-Based Paint Hazards were abated in units in accordance with Paragraphs 59 and/or 69 of the consent agreement.

**Section K, Paragraph 77(iv).** During this reporting period, no Lead-Based Paint Hazards were reduced in units in accordance with Paragraphs 60 and/or 70 of the consent agreement.

**Section K, Paragraph 77(v).** Following is a description of the activities to be accomplished in accordance with Paragraphs 51, 57, 59, 60, 63, 67, 69, and 70 that are scheduled for the reporting period that commenced December 18, 2010:

Mr. Matthew Ammon  
January 31, 2011  
Page 2

- Ongoing in-place management of lead-based paint and interim controls.

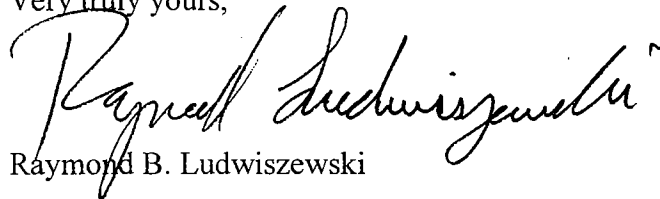
**Section K, Paragraph 77(vi).** No dust clearance reports are required for this reporting period.

**Section K, Paragraph 77(vii).** During the entire period of the consent agreement, December 18, 2001 to present, AIMCO's cash outlay has been approximately \$6,970,975.

These figures do not include certain costs associated with compliance with the consent agreement, such as attorney fees, personnel costs associated with program management and implementation; contracting with, managing, and supervising contractors; "on-site" labor costs; and supply and materials costs.

AIMCO welcomes the opportunity to discuss this annual report, and hopes you will call with any questions or concerns. I may be reached on my direct line at (202) 955-8665.

Very truly yours,

A handwritten signature in black ink, appearing to read "Raymond B. Ludwiszewski". The signature is fluid and cursive, with the first name "Raymond" being more prominent and the last name "Ludwiszewski" written in a continuous script.

Raymond B. Ludwiszewski

January 30, 2012

**VIA CERTIFIED MAIL**

Client: T 03576-00013

Mr. Matthew Ammon  
U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 7th Street, S.W.  
Room P-3206  
Washington, D.C. 20410

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Mr. Matthew Ammon

January 30, 2012

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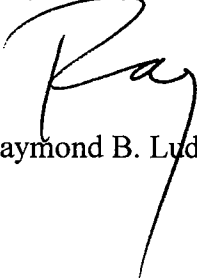
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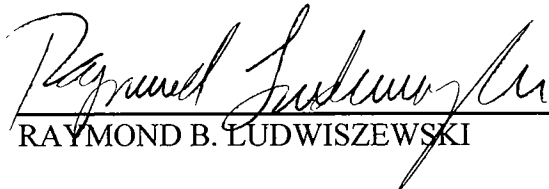
Raymond B. Ludwiszewski

## CERTIFICATE OF SERVICE

I hereby certify that exact copies of the foregoing *Motion to Terminate Consent Agreement*, including exhibits, in the matter of *Apartment Investment and Management Company*, Docket No. TSCA HQ-2002-0003, were served by U.S. Postal Service Express Mail on the following persons, this 19<sup>th</sup> day of October, 2012:

Mr. Matthew Ammon  
U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 7th Street, S.W.  
Room P-3206  
Washington, D.C. 20410

Mr. Brian T. Dyer  
U.S. Environmental Protection Agency  
Toxics and Pesticides Enforcement Division (2245A)  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

  
RAYMOND B. LUDWISZEWSKI