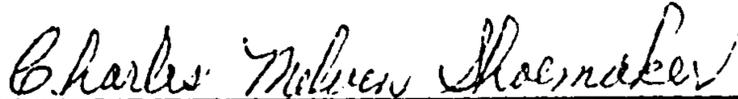


THIRD: That Charles Melvin Shoemaker, Counter Plaintiff, and Nancy Winpigler Shoemaker, Counter Defendant, are also the owners as tenants in common of Lot 18, Section 2, Deer Spring Farms, which plat is recorded in Plat Book 7, folio 61, one of the Plat Records of Frederick County, by deed dated April 18, 1973 and recorded in Liber 930, folio 889. At the time of the purchase of Lot 18, Section 2, Deer Spring Farms, the parties also purchased Lots 1 and 3 of said Section of Deer Spring Farms. The parties intended to construct residential dwellings on said lots for sale to the public. The parties intended to and, in fact, did operate as a partnership in the said venture of construction and sale of homes to the public.

FOURTH: That Charles Melvin Shoemaker, Counter Plaintiff, has advanced considerable sums of money to the partnership, for which he is entitled to be reimbursed, in the form of cash or set-off from the proceeds of the sale of the residential dwelling of the parties, as well as the sale of the partnership lot of the parties.

WHEREFORE, your Counter Plaintiff prays:

- A. That this Honorable Court declare Lot 2 above to have been the residential dwelling of the parties.
- B. That this Honorable Court declare that Lot 18 above to be a partnership asset of the parties.
- C. That this Honorable Court declare that, except for Lot 2 above, the parties conducted themselves and, in fact, did operate a partnership for the construction and sale of residential dwellings to the public.
- D. That this Honorable Court declare the financial responsibilities of the parties to each other.
- E. And for such other and further relief as the nature of the case may deem necessary.


 Charles Melvin Shoemaker