

HOUSEHOLD EMBASSY INTERNATIONAL SERVICES

Liberty Is The Law

July 28, 2021

RE: Settling Release from Contract

ATTN: Harold Forney, President of CVPM

Hello Harold,

Having received your *purported* Release from Contract, dated June 8, 2021, this correspondence is a courtesy reminder that Cumberland Valley Property Management on February 16, 2021 voluntarily placed itself under a contractual *obligation* to honor the terms of the Management Agreement, into which it entered as a matter of law.

The contents of this correspondence is informed by the legal counsel of Common Lawyer Brent Allan Winters, and Mr. Douglas Lovelace, Esq. of Carlisle, Pennsylvania.

Your attempted Release from Contract does not comport with the provisions of the Management Agreement, which places CVPM in breach of the Agreement. The following minimum breaches are noted:

1. Imposing an employer-employee relationship over the labor contract of contractor and sub-contractor.
2. Early termination of the Management Agreement without fulfilling the early termination fee provision.
3. The basis of release/termination not supported by any of the 24 provisions of the Management Agreement.
4. Permitting other parties to co-manage when I was delegated as the *exclusive* Agent of CVPM.

For now I will limit the breaches to early termination without fulfilling the early termination fee provision.

The Management Agreement expires on December 31, 2021 "...unless renewed sooner or otherwise terminated *pursuant* to the provisions hereunder." Your attempted Release from Contract is in effect termination of the Management Agreement. Therefore, your Release from Contract dated June 8, 2021 triggers paragraph 17, Termination Fee.

“If this Agreement is terminated, whether by sale or any other act on the part of the Management Co., during the first twelve (12) months after the execution of this Agreement, the agent shall be entitled to a termination fee of \$600, less \$50 for each month that this Agreement has been in effect for each premises to which this Agreement pertains.”

Therefore, to the degree that I am accurate about the number of premises under the Management Agreement, **CVPM has an obligation to compensate Barry H. Durmaz in the amount of \$2400 in cash.** A check is acceptable with a 5% surcharge.

Further, there are **consequential damages** to my detriment for uprooting my family from Florida to Pennsylvania to pursue this opportunity with Troy Beam via Cumberland Valley Property Management. To be clear, **consequential damages** derived from the lost economic opportunity that was presented to me numerous times from Troy Beam in order to present an out-of-state move attractive. His and CVPM representations prompted the movement of my family from out of state, at significant expense.

This alone is perhaps the most egregious of all actions taken by you and Troy Beam. You recruited us out of our stable environment in Branford, Florida, a family that lives 25% BELOW the Federal poverty guidelines, as we extended you and Troy the assumption of good-will towards my family by the attractive picture framed by Troy Beam, only to find that in time of pressure, all the promises are shallow and devoid of power to actually follow-through with one's own word. I relied on your representations in good faith, but to my detriment.

When I finish presenting my case here, a two-fold objective will be made ever-so-clear that every action I have taken is consistent with providing for my family while fulfilling my contractual obligations to CVPM. That is the reality of my actions—doing good with the limited resources delegated to me while never complaining about my lean financial status. Rather, being resourceful while serving the paying tenant to the utmost, as Agent of CVPM. It will be delight for me to make this case in a public venue on the sheer ethics of my two-fold objective, let alone the law, while defending against a clear attack to my family by yourself and Troy Beam.

In other words, I relied on numerous promises made by Troy Beam when moving my family out of Florida and the proven track record of serving another man's

customers and caring for another man's property as if it were my own for three and a half years! Not to mention 26 years serving my own customers with excellence. I have the preponderance of unsolicited praise of both customers and business owner alike that I am exactly the quality of character and competency needed to do what CVPM has *never* had after seven property managers over twenty years including Bob Eisenzopf (2017-2021), Bruce Lingle (2012-2016), Roger Chapman (2010-2012), Shirley (2009-2010), Mike Adler (2006-2009), Dan Shirk (2005-2006) and Troy Beam himself (1996-2005) to manage these properties with Professional Management Standards.

The facts are evident—I would not have a Management Agreement with CVPM if it were not for the recruiting efforts of Troy A. Beam. He alone, not Harold Forney, is responsible for making me the offer and much more as this letter will outline.

In July, October, and November of 2020 I traveled from Florida to the home of Troy Beam for the express purpose of performing due diligence about this opportunity to prosper in service to the Beam Family Estate. That's the point, Harold—to prosper. What is my motivation to uproot my established work, and my established lifestyle where I lived rent-free on 13 acres in a double-wide mobile home, and my established relationships? The motivation is to prosper with a man who has more resources (actually boasts about his resources) than myself and those around me in Florida. The move to Shippensburg was a promotion, Harold. That is the picture painted for me by Troy Beam.

Therefore, in consideration of **consequential damages both tangible and intangible to my detriment** by your *purported* Release from Contract, it is deemed just that **injury** to the Durmaz Family be compensated in the amount of \$12,000.

FROM PRESIDENT JOHN ADAMS

Statesmen, my dear Sir, may plan and speculate for liberty, but it is Religion and Morality alone, which can establish the Principles upon which Freedom can securely stand. The only foundation of a free Constitution is pure Virtue, and if this cannot be inspired into our People in a greater Measure than they have it now. They may change their Rulers and the forms of Government, but they will not obtain a lasting Liberty. They will only exchange Tyrant and Tyrannies.

Letter to Zabdiel Adams, June 21, 1776

Further, as a result of my due diligence in 2020 the following exchange of promises between Troy and myself constitute agreements, in which my expectations with moving my family were set. The violation of these promises constitute **additional consequential damages** as unfilled promises that our law does protect us from liars. (see I Timothy 1:8-11).

Promises by Troy Beam Remaining Outstanding

- 1. I was awarded the cleaning of the vinyl siding at Rocky Knob, per the proposal I procured from Full Blast Pressure Washing out of Carlisle.** I asked this specifically on the Sunday evening after Thanksgiving last November. In America a contract is a single promise that our law will enforce in court. In other words, I am expecting Troy Beam to fulfill his verbal contract that I will complete this project and be paid the sum of \$3185 for 7 buildings. When he objects by stating he never promised such a thing, my wife was there and so was his wife. Further, not only did he award me this contract, but he *expressly* wants Trent to do it with me and I did not hesitate to agree.
- 2. That I would be compensated 10% of the gross rents.** In his presence my wife and I calculated our monthly income at \$2400. There was no disclosure that a specific number of units were not occupied. Later on by email communications he correctly underscored 10%. However, a man of integrity understands the intent of our due diligence—establishing our base line budget with this first contract with CVPM.
- 3. Paid in cash:** During this same meeting, Troy Beam agreed that I would be paid cash. And he answered in effect to say, “That is the *only* way to be paid.” Since arriving here, he asked me to accept check for compensation. I did make a concession by being paid by check. In other words, this promise by Troy Beam is evidence that he has controlling interest in CVPM and is evidence of a promise made and looking for a way out of fulfilling that promise, which I accommodated until CVPM manipulated my compensation in the month of April. This too, is evidence that Troy Beam has control over the finances of CVPM.
- 4. Numerous times last year as I was exploring this opportunity, Troy told me he would not be a bother to me—that I would rarely see him.** He would simply turn operations over to me and let me run with it. This was often said out of exasperations with the previous manager, Bob Eisenzopf. My experience is

quite the contrary. Rather than CVPM honoring its obligations to me as “... exclusive agent...”, there are other intermediaries including “Upper Management” who don’t want to let go of their crisis management style. Genuine leadership should have been exercised over the previous manager. When genuine leadership shows up through my Professional Management Standards it is attacked by Harold Forney and Troy Beam.

5. A week or two after executing the Management Agreement, my family was with Troy’s family in his upper room wherein he embraced me for the diligent work I was doing with collecting rents and endeavoring to get delinquent rents made current and said, ***“You’re family now.”*** This kind of language strongly implies, at a minimum, that my family has been adopted into the fold and there will be no lack of gain.
6. In the Beam Upper Room, I asked about how I would not be collecting near as much rent for May because the University tenants have previously paid their Last month’ rent when they commenced their 2020-2021 lease. Troy affirmed with Anna that such monies were not paid to the previous manager and **that I would be paid these sums, which amounted to \$1440.** Troy believes I must return the \$1440. All I need is a meaningful opportunity to be heard in some kind of court to present my facts. And if the disinterested third party adjudicates that I am in error, that money will be returned.
7. **That I can earn \$100,000/yr.** This was explicit said to me by Troy during one of my visits to his home in 2020. When I invited him to a homemade gourmet brunch business meeting in the Common Room on April 30th, I asked him to show me the path of prosperity and which made this opportunity quite attractive. He scoffed by throwing my question back to my face something to the effect, *“You don’t want to learn anything!”*

Promises by Barry H. Durmaz

1. On the same Sunday evening after last Thanksgiving in the Upper Room with Troy and Debbie Beam present, Debbie asked me a confirming question: “Not if but when” about our move to Shippensburg and taking over the Management of properties for CVPM. I replied ‘Yes.’
FULFILLED

2. I further replied by stating that we would make the move end of May or June because we planned on giving our two eldest daughters a graduation ceremony. Troy then suggested, “How about coming up sooner? You can use the Upper Room for a ceremony.” I didn’t answer at that time. But upon returning home to Florida, considering the offer to come up sooner than later, we decided to do just that in honor to Troy. That promise was made in my letter Dated December 8, 2020 wherein I wrote, “I said two to three months until we move up. However, I am willing to make this transition just after the first of the year or thereabouts. There is no sense in me delaying making this deep dive. So as soon as I have confirmation of where and what we will move into, we are there, Troy.” In the interrogation-style meeting of Tuesday, May 4th 2021, Troy made a wholly inaccurate statement about the timeline of the Durmaz family moving and taking on this new role. Evidence of this is my letter dated December 8, 2020. **FULFILLED**

3. Both of us have written communications between us from December 2020 and January 2021 that demonstrate errors in judgement and **unsupported accusations** that fuel your suspicions about me. The bottom line is that the very characteristic Troy Beam wants from me, TRUST, he doesn’t recognize in a trustworthy man handling his property under CVPM. He, cannot see a trustworthy man when there is a preponderance of EVIDENCE and testimony by others that Barry H. Durmaz is a man of utter credibility—a man of proven virtue to govern himself in **every** situation. **FULFILLED**

If **JUSTICE & MERCY** are genuine core VALUES of yours, of Troy Beam’s, and not just a prison organization, there will be a meaningful opportunity for you, Troy and myself to be heard by a disinterested party.

4. Unless I am mistaken, the three and half months I served as property manager under my Management Agreement was being fulfilled. There is not an iota of failing to comply with your agreement. Numerous testimonies from the paying tenants support the fact that the tenants at Rocky Knob, the King Street Properties, and Mont Alto properties received nothing short of management excellence. **FULFILLED**

Promises by Harold Forney

I appealed to you numerous times that you and I come together about the nature of this work for CVPM. Though you were unwilling to accommodate my request

when I deemed it was needed, you are on record with me that a meeting would take place after June 1st; after the signing of the leases.

Further, you received a phone call from Jerome Kater, head of Township Security, to meet with me in his presence. Your reply was that you would pray about it.

One of my conclusions about such a reckless use of yes and no by CVPM, Harold Forney, and Troy Beam is that I am protected from liars by law. Therefore, in this appeal to AVOID going to battle by trial, I am affording CVPM and Troy Beam an opportunity for peacemaking instead of peace-faking. However, you and Troy may not be interested in genuine peace-making. I hope I am wrong about that.

Regardless, the KEY question by this correspondence is will you men make good on your own Management Agreement and promises?

“Going through the motions of devotional and religious activities means nothing to God, and will appear to skeptics as mere hypocrisy when a sincere effort to maintain a good conscience towards one’s fellow men is lacking. Many times the peacemaker avoids strife by yielding his so-called rights in favor of the rights of another, as Christ also taught: “Agree with thine adversary quickly, whiles thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison” (Matt. 5:25). Christ’s disciples must not live in the world as one who is in constant competition with his fellowmen to see if he can gain more wealth, power, popularity, pleasure, etc. than they. If by sacrificing his pursuit of these things he can dwell peaceably with his neighbors, he will be much happier and more loved by them, and more likely to have opportunity to lead them to Christ.”

—Robert Jones

This letter is intended to afford CVPM and Troy Beam the opportunity to correct the BAIT and SWITCH to the Durmaz family.

In light of all the circumstances I present here, if you deem that this Settlement is not worthy of your effort, then you will have opportunity to make your case before the Magistrate or Judge of the Court of Common Pleas.

If I do not receive the courtesy of a reply by AUGUST 28, 2021, then I will conclude that you have no interest in settling this matter without drawing attention to yourselves.

This correspondence is offered for settlement purposes only, and may not be used for any evidentiary purpose should this matter proceed to litigation.

Because HE IS, I am,

Barry H. Durmaz
American Christian

P.S. I am returning your book, One Nation Under God. Thank you allowing me to borrow it.