

Comunidad Creativa

Eine Gemeinschaft ist die Summe von Initiative und Verantwortung

Description of the Situation

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1 Introduction and Objectives of this document

The company Reljuv S.A. operates a settlement project near the two towns of Maciel and

Caazapá under the postal address: RELJUV SA (El Paraíso Verde) Colonia Riachuelo 060101 Maciel, Caazapá PARAGUAY

With the marketing name "El Paraiso Verde".

The entire project, the company Reljuv S.A. and with it all the investors concerned, are in an existential crisis, legally and also in terms of coexistence. Whether a successful and long-term sustainable way out of this crisis can be found depends on the following factors

- 1. whether it is possible, despite the confusing information situation and the attempts at cover-up by some actors to make as precise, comprehensive and unsparing an analysis of the situation as possible that takes no account whatsoever of the sensitivities of those responsible?
- 2. is it possible to correct or transform the previous practices, beliefs, procedures, structures, etc. that have led to the current crisis can be corrected or transformed and geared towards a successful future so that an attractive living environment can be created for the people who already live here, but also for newcomers?
- 3. will it be possible to gather the skills, willpower and financial resources required to implement the necessary restructuring?

The following sections deal with the following complexes:

- 1. a description of the situation on an economic, legal and spiritual level
- 2. a presentation of the principles for a way out of the crisis derived from the description of the situation
- 3. a proposal for written agreements that can be signed by all those affected as a sign of active and productive participation in overcoming the crisis and, more importantly, subsequently also be put into action.

2 Legal description of the situation

The basis of the business relationship between Reljuv S.A. and the investors who have invested in this settlement area are various contracts or signed documents, which the investors in particular considered to be legally binding contracts when they signed them:

- Purchase contracts (Contratos Privados) for land or apartments
- Usage contracts
- Contracts for the issue of preference shares with a guaranteed dividend of 8% of the capital invested per year
- Contracts for the sale of investment packages in the form of so-called investment properties.
 These investment properties may not be contractually used or changed in any way by the investors. Firma Reljuv S.A. undertakes to return the amount paid in after 2 years plus a return of 13% interest to the investors.
- Contracts for the sale of investment packages in the form of so-called CashCow participations, which include a one-off dividend of 12% per year but no fixed repurchase agreement.
- Non-contractual deposits to a customer account made purely on the basis of trust in the honesty of the Reljuv S.A. company.
- Condominium agreement, which was signed only by the investors and thus represents a
 voluntary commitment to abide by certain rules of cohabitation and payment obligations to
 Reliuv S.A..

2.1 Purchase contracts (Contratos Privados, Contratos Publicos)

The purchase agreements signed by investors to the present moment, so-called Contratos Privados, are only promises to buy / sell.

On the one hand, the buyer (investor) undertakes to do the payment of the agreed sum, the seller (Reljuv S.A.) for the final transfer of ownership, if the requirements for this (entry in the Catastro and Registro) are met.

This process is currently underway. Some investors have already completed this transfer of ownership and now hold a Contrato Publico, which corresponds to an otherwise usual title. This process has come to a standstill because the signing of the relevant transfer document, the investors enter into obligations, that are unacceptable to a large number of them. In their view, the main point of criticism is the unjustified privileges of Reljuv S.A. and the Annau family, which are fixed by these agreements and blanket, not clearly justified financial obligations on the part of the investors. A solution to this problem is made even more difficult by the obvious desire on the part of Reljuv S.A.

the company Reliuv S.A. not to publicize these ancillary agreements (Reglemento des Barrio Cerrados) at all, even on request, reluctantly and illegibly, etc.

This means that there are currently the following types of landowners or possessors

- Natural persons who have a Contrato Publico and thus a title to their land and are therefore landowners within the meaning of Paraguayan law
- Natural persons who only have a Contrato Privado and are therefore, according to Paraguayan law who are only possessors of the acquired land
- Companies (Reliuv S.A., Constuctora S.A.) that are both owners and possessors of land

2.2 Preference Shares

Some investors have concluded contracts with Reljuv S.A. for the acquisition of preference shares and transferred the money required for this. However, none of these investors has received notarized certificates required in Paraguay for such a preference share.

Therefore, the legal status of this relationship between Reliuv S.A. and the investors concerned is not clear. Until the beginning of 2024, Reliuv S.A. also paid the agreed dividend of 8% annually in installments of 2% per quarter, thereby de facto recognizing the existence of these preference shares. With the occurrence of the payment difficulties of Reliuv S.A., these dividend payments were suspended. Such a suspension of dividend payments is permitted in the event of economic difficulties that threaten the existence of the company, in accordance with the agreements on the sale of the preference shares. However, this only results in a postponement of dividend payments. The company Reliuv S.A. is currently trying to persuade the shareholders to convert their shares into residential properties in order to satisfy their claims by the the sale of these residential properties.

The extent to which the preference shareholders have made use of this offer is not public.

2.3 Investment Properties

In the case of investment properties, a distinction must be made between those acquired for the purpose of financing house construction and those that are purely investment properties.

Most investors have already paid the full amount for the construction of their house by Reljuv S.A., sometimes months before the start of construction. The full construction sum or more has already been transferred through the vehicle of the investment property.

In other words, a plot of land was formally purchased by means of a notarized Contrato Privados including the repurchase agreement (see below). However, the money for this was, at least from the investors' view, earmarked for the construction of their house.

The other form of investment property is a purely financial product from Reliuv S.A.. They constitute the largest part of the financial claims on the part of the investors and thus the obligations on the part of Reliuv S.A.. This is a bond with a fixed term of two years. which will be repaid in full at the end of the two years at 13% interest.

Even though notarized Contrato Privados were signed by both parties in this transaction. In the repurchase agreements concluded in addition to the Contratos Privados

the repurchase agreements, Reliuv S.A. undertakes to make the aforementioned repurchase together with the 13% interest, while the investor undertakes not to make any changes to the property, i.e. this means that these properties cannot be used by the investors.

Reliuv S.A. is currently attempting to convert these unusable plots into plots that are actually available in the residential area. Some of the investors have made use of this offer. The extent of this part and thus the remaining obligations on the part of Reliuv S.A. are, is not public.

The legal situation is not clear here either. There are public statements from

Paraguayan lawyers that this type of business is prohibited in Paraguay. The lawyers of the Reljuv S.A. take a different view here.

In the business transactions of Reliuv S.A., the funds for the investment properties currently still have the functional value of trust money. Since the beginning of 2023, it has no longer been possible for Reliuv to meet its repurchase obligations to repay the investors the capital paid in plus the contractually fixed fixed 13%, but the investors living here can use the services provided by Reliuv (electricity, water, rent, etc.) by debiting these investment accounts. Therefore there are no invoices for these services, only cash transfer certificates.

Reljuv S.A. shall provide proof of the credit balances by means of a printed extract from an Excel table printed extract from an Excel spreadsheet. The legal value of such proof is unclear. Reljuv is currently attempting to reduce the value of these claims by deducting 20% of the benefits paid via this pension account.

2.4 Cashcow

In spring 2023, when Reljuv's precarious financial situation had already been known for several months (at the turn of 2022/2023, a million-euro loan was taken out with BASA Bank due to payment difficulties), a new investment product called Cashcow promising a return of 12% after one year, based on an investment in cattle breeding. These products were offered internally by Reljuv as the Plan B, that had always been plan B, which, in addition to the 12% for the investors, was also supposed to generate profit that could be used to finish the houses. A simple internet search or inquiry with a cattle farmer could have shown very quickly that the quantity and quality of the land earmarked for this cattle farm was not nearly sufficient to actually supply the planned number of cattle. From the Reljuv and its employees acting as consultants nevertheless sold these cash cow packages in large numbers without having dealt with the content of this product and its feasibility. This constitutes negligence on the part of the consultants towards the investors.

After some time, it became clear that this financial product could not fulfill the hopes placed in it either and the income was largely used for ongoing operations and not for investing in cattle. They therefore form another part of Reliuv's total debt to creditors.

2.5 Customer Account

There are also cash payments or transfers of residual amounts from almost exhausted pension accounts to customer accounts, which can also be regarded as claims on the part of the investors, as these these can also be used for the payment of Reljuv's services. However Reljuv refuses to hand over this, legally speaking, credit balance of the investors to the investors.

It must be taken into account that the investors only made this money available to Reljuv for the advance payment of services for practical reasons, but that these services are now not being provided and that there is therefore an understandable desire to get this money back again.

There is no fixed term does not exist.

This customer account has no contractually regulated legal basis in itself and does not exist only as a result of the investors' trust in the honesty of Reljuv S.A.

2.6 Condominium agreement

The condominium contract holds a special position among all agreements and contracts, as it was only signed one-sidedly by the investors and has no legal status in this form in Paraguay. It was implemented at the end of 2020, beginning of 2021. The residents of the settlement area at that time were faced with the alternative of signing this condominium agreement or to leave the settlement area in return for compensation for their investment. To the surprise of the Reljuv S.A., about half of the residents left the settlement area immediately and a further 40% over the next few months, meaning that almost all of the settlers living in the EPV at the end of 2020 had left the EPV. The settlers at that time were not prepared to accept the disciplinary measures set out in this agreement in connection with the principles of life, nor the financial obligations, which they saw as non-transparent.

The basis of this condominium agreement is the following ownership structure:

- The settlers only own the purchased land
- Reljuv S.A. owns all unsold land and the public areas (roads, lakes, waterways, etc.).

This agreement defines so-called

- Maintenance contributions to be paid on a regular basis
- "infrastructure charges", which are to be paid in connection with any economic activity of investors
 - Special payments for

o the connection to the infrastructure (water, electricity)

o as well as for the expenses incurred by Reljuv S.A. in the process of dividing the the entire area intended as a condominium and the submission of this as a Barrio Cerado with the central Catastro and Registro

The one-off special payments alone, regardless of the size of the property, add up to 40.000.000 Guarani, not including the costs for entry in the land register (notary fees, taxes).

This condominium agreement forms a preliminary stage for the legally prescribed regulations of the planned Barrio Cerrado and regulated the rights and obligations of the investors based in Barrio Cerrado and the company Reljuv S.A. in a similar way.

The very detailed and precisely quantified description of the investors' payment obligations in this document is contrasted by a rather vague description of services by Reljuv S.A. that does not commit to anything concrete. The relevance of this discrepancy was and is made clear by the fact that Reljuv has in the past and is currently more concerned with collecting the money than with the services that justify the payments in the first place.

A further content of this condominium agreement are regulations concerning living together. These regulations include both living principles to be adhered to and sanctions in the event of non-compliance with the living principles.

In the past, there have been numerous cases of unlawful banishment of investors from the settlement area, some of which were accompanied by armed guards. The fact that this approach by the Reljuv company contradicts Paraguayan law was communicated to Reljuv by the justice of the peace in Caazapa in a precedent-setting case. Since then, the Reljuv attempts at discipline have only taken place through bans on entry properties declared as private.

2.7 Regulations of the planned Barrio Cerrado

With the creation of a Barrio Cerrados through registration in the Catastro, the situation has changed as follows:

- The property owners (investors and Reljuv S.A. itself) are divided into three Categories:
 - The title (deed of transfer of ownership) has already been handed over
 - The title has been applied for
 - The property is fully paid for, but a title has not yet been applied for
- Reljuv S.A. is no longer the sole owner of the public areas settlement area, but rather the entire settlement area of approximately 500 hectares divided into
 - o Privately owned land (special property)
 - o Public areas in which each property owner has a share of the size that corresponds to 50% of the area of his private property (common property)

According to Paraguayan law, when submitting a Barrio Cerrado, a regulation must already exist and be available in the Catastro which describes the rights and obligations of the owners in a Barrio Cerrado also regulates their co-ownership of the community facilities. The version currently existing in Catastro was submitted in the summer of 2023 and updated in January 24.

Reljuv S.A. is currently working on updating these regulations, excluding the majority of investors The people involved had to sign a confidentiality agreement sign.

2.8 Transfer of ownership from the portfolio of the Reljuv S.A.

Long before the payment difficulties were disclosed to investors (and therefore creditors), a new company, Constructora S.A., was founded under the old administration. However, it is owned exclusively by the Annau family.

The new administration of Reljuv has transferred ownership of properties both to the private ownership of the Annau family and to Constructora S.A.. Whether the withdrawal of capital from a company that is de facto insolvent vis-à-vis its investors complies with Paraguayan law must be decided by a court.

Reljuv does not disclose in what form this transfer took place and under what conditions, e.g. whether the land transferred to private ownership was declared as private income and taxed or at what price the Constructora's land was taken from Reljuv S.A.'s portfolio.

When asked what the background was to the establishment of Constructora S.A. and the transfer of ownership of a considerable number of plots (approx. 150 of the more valuable plots) to Constructora S.A., the questioners received different answers:

- Dr. Annau told one group of questioners that he wanted to save the EPV with it
- To another group, he described it as his retirement provision
- Everyone was told that it didn't matter whether the land belonged to Reljuv S.A. or Constructora S.A. anyway, as both companies are owned by the Annau family.

With regard to the last statement, the question arises as to why this effort (lawyers, notaries, board salaries, fees, etc.) is being made at all if it does not matter who owns the properties. Some of Reljuv S.A.'s creditors are of the legal opinion that the transfer of capital from the insolvent Reljuv S.A. to Constructora S.A. has illegally and to the detriment of the creditors taken significant portions of Reljuv S.A.'s capital available for the settlement of creditors' claims. The only beneficiaries of this action are the Annau family, which makes the above answer "This is my retirement provision" seem the most realistic.

However, as the damage was mainly caused to the creditors of Reljuv S.A. and not to all members of the community of owners, this problem is only mentioned here, but no solution is discussed. A clarification of the non-transparent processes surrounding Constructora S.A. must be brought about in the internal relationship between the creditors and the debtor S.A., represented by the new administration.

2.9 Old administration, new administration

The board members of the old administration were

- Sylvia Annau
- Dr. Erwin Annau
- (Dr.) Juan Buker (CEO)

Under the new administration the board members are

- Sylvia Annau
- Dr. Erwin Annau (Chairman of the Board)

In October 2023, Juan Buker, who had previously served as CEO, resigned from the company.

When the new administration was asked how the payment difficulties could arise so suddenly, investors were told that there was a division of responsibilities within the board. The Annau family was only responsible for external representation of the project, marketing and sales. The entire operational business, i.e. the use of the investor funds raised through the sale, would have been the responsibility of the old CEO, Juan Buker. Who took full responsibility for the misallocation of investor funds at an investor event. In fact, there appears to have been little coordination within the board. No coordination between Juan Buker, who was responsible for operational business, and Dr. Erwin Annau handling the products that were produced (infrastructure, houses, services, etc.). There have been often big differences between what was produced and what was sold, a fact, which was already very damaging to the project's reputation before the financial crisis.

Nevertheless, it is difficult to understand or incomprehensible that the new administration did not know that neither the dividend nor the promised repayment of the investments could be generated at a time when investment properties and preferred shares were being sold, which are all bonds that are repayable with interest.

It is especially incomprehensible that after the payment difficulties became known, which made it necessary to take a loan from BASA Bank, the cash cow packages were still being sold, which in turn were bonds at 12% that had to be repaid within one year.

2.10 Legal proceedings against the Reliuv S.A.

There are numerous legal proceedings against the company Reljuv S.A. and their former and current Board members. The lawyers involved publicly criticize the inaction of the Public Prosecutor's Office. All defendants believe, the allegations made are unfounded. The Reljuv company has its own legal proceedings against Mr. Buker with charges of embezzlement and other former employees of the company Reljuv S.A. or their family members. Mr Buker rejects the allegations as unfounded. According to the new administration, these legal matters, although not yet charges, are associated with considerable costs. About the amount and type of costs no information is provided.

3 Description of the economical situation

3.1 Economical situation of Reliuv S.A.

The main business of the Reljuv company is the development of the settlement area and sales of improved properties. Other economic activities such as building houses, operating hotels,

services, agriculture, etc. were either deficient and discontinued by the new administration or did not contribute significantly to the company's income. Only the sale of land can be safely considered a profitable activity.

Given these facts, it is highly doubtful, that Reljuv ever actually generated a dividend. Rather, it must be assumed that the money received as an investment not only wasn't used for investments that generate a return, but also for the payment of dividends from previous investments or the repayment of investment properties.

The new administration is confronted with numerous legacy issues for which the old administration was responsible.

- Unpaid bills and wages
- Unpaid social security contributions
- Unprocessed Cedula procedures
- Improperly constructed infrastructure (dam, wells and water pipes, power grid,
- streets etc.)
- intransparent accounting
- No cost center structure whatsoever that enables successful business management in the first place
- etc.

The new administration has tried again and again, by partly paid, but often also unpaid cooperation with investors, to put the business on a more solid economic footing. The majority of the investors were never informed of the success of the measures taken. Only the investors involved have insight into the success of their cooperation, but only accordingly their degree of involvement.

These investors are very committed and, from their point of view, in the interests of the community and the project, do valuable work and thus help Reljuv and the company in general to maintain itself. In any case, there are many investors who in many ways (through the supervision of the participants of the information week, by participating in inventory and bookkeeping etc.) show selfless commitment. At the turn of the year 2022/2023 the company took out a loan from BASA Bank in order to address acute payment difficulties, particularly with regard to the then large workforce. The resulting monthly installments represent a significant burden on the company.

Sales of new properties are not developing as desired or even expected. How the revenue generated be used, is still be decided by Reljuv only. The amount of income generated is not known. A so-called financial advisory board does not have complete insight into financial matters.

The publicly promised transparency is obviously not wanted and is more or less blatantly rejected by the Board in private conversations. The statement, made many times to creditors, that Reljuv would have properties worth several times its liabilities, is economically questionable.

Presenting an arbitrary increase in property prices (e.g. from 30 euros per square meter to 50 euros per square meter) as a "technical revaluation" and deriving an increase in the overall value of the property from this ignores reality.

The value of a property corresponds exactly to the amount that an investor is willing to pay at the time the value of a property is to be determined. So if no investors are buying land at the moment, the price Reljuv is asking for it, simply does not correspond to the value that investors place on that land. Looking for the culprit in existing investors/customers who publicly draw attention to this imbalance does not solve the problem. In any case, maintaining an illusion of value through questionable marketing, does not seem to be a sustainable strategy in the long term, as is now clearly evident.

3.2 Economical Situation of the investors

The reorganization of the interaction between the community of owners of the Barrio Cerrado comes at a time when the entire settlement project is in an existential crisis. Under the old adminstration, Reljuv S.A. as the previous operator of the settlement project, has accumulated liabilities to investors of around 20-30 million euros.

A precise picture of the financial situation has so far been withheld from creditors. A loan from a bank that covers numerous construction machines from Reljuv S.A. is insured and is currently still served on a monthly basis.

The debts of Reljuv S.A. towards the property owners/investors and therfore members of the owners' association have not been served for over 18 months. Due to the unpaid dividends and the unpaid investement property interest, the liabilities are likely to continue to rise.

So far, Reljuv S.A. has not been adequately transparent to their creditors, about exactly what financial situation the company is in. Only the refusal

- to do repayments of investment property funds,
- to pay dividends on preferred shares,
- or at least to complete the construction of the houses for which the full amount of money has already been made available by the investors

suggests that the financial situation is not good for Reljuv S.A. and is insolvent with respect to these payment obligations to investors. Depending on the personal situation, this leads to different degrees of financial ability for the members of the community of owners:

- Investors who did invest their entire capital in Reliuv S.A., are almost incapacitated
- Investors who only invested more or less large parts of their capital in Reljuv S.A. are financially capable of acting, but further investments depend on the conditions, the debtor Reljuv S.A. offers to meet its liabilities
- Investors who have only purchased land with or without a house and have not invested any further financial resources into Reliuv S.A. are basically capable of acting

Note on the exchange of financial claims for real estate:

Even the offered exchange of unpaid investment balances for residential properties, (whereby the debtor Reljuv S.A. wants to get out of debt) has not improved the situation for investors significantly, as investors cannot influence which properties are sold and at what price.

Reljuv S.A. gained a one-sided advantage through this process, as it reduces its debts to investors to a certain extent, but the resale of the exchanged properties only represents a verbal promise without any legal force.

In addition, Reljuv S.A. formally got rid of many properties that would otherwise be unsaleable at the asking prices. In addition, Reljuv S.A. determines to act as the sole broker for these sales (obligation to pay commission to Reljuv for every sale of land and houses in the settlement area).

Land and houses may not be privately offered to Reljuv S.A. customers. This means that all information about properties to be purchased is only offered by Reljuv's own sales consultants to potential buyers/new investors who visit the project on Reljuv's own informational customers week. The real property owners have no chance of selling their properties at a more realistic price in order to recover at least part of the capital they invested.

4 Description of the situation mental/spiritual

4.1 Internal relationship

The confidence of most investors, regardless of whether they live here or have already left EPV, in Reljuv's ability to handle the situation, can be classified as very low. Only a small number of investors express their full trust and support the Reljuv company in implementing the measures it has decided to improve the situation, in particular increasing income through new property sales, but also in optimizing operational processes.

The relationship between these investors who trust Reljuv and the company itself as a group and the other investors, who are, to varying degrees skeptical or critical, is deeply divided. There are still normal conversations taking place between representatives of both positions on a private level, including controversial topics, in which it is essentially clear, that both sides are pursuing the goal of finding their way out of the crisis, but just have different views, on how to achieve this.

A key point of criticism from the group of critics is, for example, that the transparency that has been publicly announced many times, is not yet achieved at all.

An example should be given here: With the final transfer of ownership rights of properties which is currently in the process (properties that have been often aquired many years ago from the Reljuv), the buyers agreed to accept the *Regulation* (vgl. 2.7), without even being given this paper, neither by Reljuv S.A. nor by the executing notary.

Only after persistent inquiries did some investors receive this document from the notary, which was only available in Spanish, in a form that was difficult to read and only photographed. Questions about the content of this document were rejected by the notary on the grounds, that the workload was too high.

This document, valid at the time of signature, was initially not made available to buyers. After this initial refusal on the part of Reljuv S.A. to make this document available to buyers in a readable form, appropriate to its importance, it was given to a persistent buyer in PDF format, but only under the strictest confidentiality.

In a situation in which the Reljuv company is accused by investors and parts of the public of taking one-sided advantage, which is expressed in accordance with the design of the contracts, it would have been a sign of the promised transparency not to display any misleading behavior here.

The investors' main accusation against Reliuv concerns the following key aspects:

- One-sided, especially in taking economic advantage, through intransparent contractual
 arrangements and a large discrepancy between promised and delivered services. This
 assumption, made by many investors, is all the more serious because the central advertising
 argument for settling here was the idea of community. If, under the guise of the community
 spirit, the willingness to pay extremely high property prices, is abused in order to gain onesided, material advantages, this may be legally dubious. On a spiritual level, the damage
 caused, is likely to be far greater.
- The investors were promised a high quality of the installed infrastructure, well beyond the Paraguayan standard. In return, they were prepared to pay extremely high prices for the developed land and the even higher connection fees of 12,000,000 and 16,000,000 Guarani to the supply networks. What eventually turned out to be infrastructure in dire need of renovation, that does not meet these expectations at all.
- Subjective arbitrariness in evaluating actions with regard to the life principles defined in the
 condominium contract. If the reasons for exclusion in the condominium contract were applied
 to the Reljuv company (e.g. grossly negligent financial damage to settlers), Reljuv would have
 to be excluded according to the exclusion criteria of the condominium contract. The partly
 illegal removal of settlers from the settlement area and, above all, the practice of
- baseless allegations applied in this context, has contributed significantly to the bad reputation of the project, especially among the German-speaking public.
- The best marketing strategy, to ensure the satisfaction of existing customers, has been greatly
 neglected. This is particularly damaging to business! Because satisfied existing customers are
 the most effective way to attract new customers through word of mouth. This has meant a
 great deal of expenditure, including financial expenditure, on ever new advertising campaigns,

which have prepared the way for further disappointments with dubious statements, that do not correspond to the real situation.

Since the obligations as a member of the owners' association also result in financial expenses, the investors' financial relationships with Reliuv - and in particular their development after the payment difficulties became known - are of great relevance for the relationship of trust, is the reason why they will be discussed in more detail here. The high demand for renovation and repair of the infrastructure installed by Reliuv S.A. (dam, roads, electricity network, water network) will require considerable expenditure on the part of the community of owners. The ability and willingness of creditors to spend additional financial resources, to bring an infrastructure, that has been paid for at excessive prices, and is in need of renovation after just a few years, into a condition that meets requirements, varies greatly within the community of owners. The investors as creditors of Reliuv S.A. do not have the legal means of a bank, to enforce their interests against Reliuv S.A. It is therefore somewhat tragic that a bank loan (BASA), created out of nothing is serviced on time by Reliuv S.A., while the money actually available to the investors and thus missing out on, is being withheld from these investors. In this context, it should be recalled, that as recently as spring 2023, when the company's payment difficulties had already been evident for months due to the BASA Bank loan, the company's website was still promising a guaranteed dividend of 8% for preferred shares, which is at least a misrepresentation. The money raised by investors with the promise of being able to protect it from access by the banks, is not only withheld from its rightful owners, but is even used to support this very banking system. This is not a reproach to a company that has speculated badly. It simply makes the real balance of power clear and obvious, and it cannot be overridden by empty marketing rhetoric. In addition to a few investors who are trying to assert their interests through legal means, the majority of investors, and especially those who live in the settlement area, are trying to help solve the problems. At least for these creditors, the debtor, Reljuv S.A., is urgently required to provide full transparency regarding the financial situation, all income and expenditure. Normally, in such a situation, the creditors would have long since instituted compulsory administration to ensure that no further money is used inappropriately. However, the implementation of such compulsory administration is organizationally difficult due to the

heterogeneous creditor structure. Accepting responsibility for the wrong decisions made by Reljuv S.A. in the past means voluntarily entering into such an administration controlled by the creditors. This would be a real offer of trust to the creditors in order to gain their support for the urgently needed cooperation within the community of owners in preserving the settlement area. The inappropriate use of investors' money has continued under the new administration. The use of company funds for the private lifestyle of the board of directors without declaring this as private income, is just as natural for them as the use of funds paid in for house construction for other purposes, so that an investor who only transferred his construction money at the beginning of 2024 under the responsibility of the new administration is now forced to finally be able to build his house with new money, since Reliuv does not do so with the money he paid in for this purpose. Even in cases that could be described as trivial, where new private money was made available for the renovation of a road, the work stopped halfway through. The money was simply kept. This of course leads to the fact that some investors are no longer willing to pay the arbitrarily set conservation and infrastructure contributions if these funds are not used for these purposes at all. The majority of the money raised is likely to be spent on the completely oversized security service, some of which is used for the private security of the Annau family even within the settlement area. This security service was unable to prevent the numerous small thefts of tools and materials in the past, nor the largest theft in the company's history. Quite the opposite. Investor funds amounting to several million

euros were removed from the company by the CEO under the protection of this very security service and handed over to the various recipients. For this reason alone, it is time for the investors to take

4.2 External Impact

control of the security service they pay for.

One of the main points of conflicts between the Reljuv company and the investors who fully support it on the one hand and the other investors, who are far in the majority, on the other hand, is the assessment and improvement of the reputation of this project, the Reljuv company and its board members in the public. So far, the public presentation of the project has been the sole responsibility of Reljuv. The new administration and its supporters consider the publications of investors who feel deceived and deprived of their assets and who are making this known - in varying degrees of quality on social media - to be damaging to their reputation. They also express their incomprehension in

calling the critics "kamikaze investors" who knowingly cause damage to the project. The argument often mixes public criticism of the company or the board members with alleged criticism of the project or even of the people who live here.

This allegation, which from the critics' point of view is not true at all because in many cases they clearly support the original intention behind the project and especially in the interests of the people living here, leads to further anger on the part of the critics.

In most cases, the criticism is directed at the company and its management, not at the project and the people who live here. The project idea itself is generally welcomed and seen as promising. The people who live here are even seen as the decisive criterion for wanting to settle here or stay here.

Only the implementation of the project by the company Reljuv, the intransparent financial flows, and what critics see as the degrading communication of the debtor towards the creditors, form the main content of the postings or video messages.

The comparison of promises made towards potential investors and the realities found is also an essential part of these postings. Overall, the situation is very emotionally charged, which is understandable on the one hand in view of the existentially critical situation in which many of those involved in this project have found themselves due to the events of the past few years, but on the other hand it also hinders the process of overcoming the crisis.

As in all conflicts, the discussions are fueled by the fact that the people involved find it difficult to distinguish between facts and opinions and to remain on the factual level. Many also fall into the temptation to speak in the we-form when they are only expressing a personal opinion. Reljuv in particular often speaks of "we, the settlers" in its videos and newsletters without the majority of settlers supporting the statements made there, let alone being asked for their approval.

This use of the company to make statements in their name has caused great anger among a large number of investors. Reljuv also complains that only few investors are willing to work with Reljuv to promote the project, in order to attract new investors. The critical investors justify their reluctance, among other things, by the fact that the presentation of the project, which they believe is still completely unrealistic, continues the dissatisfaction among investors, that was caused by this very lack of connection to reality in the past, and that they are not available for such deception. Another reason is that one simply does not want to appear in public and especially wants to protect one's children from it.

This means that a few investors are active in social media with descriptions from their personal point of view, most investors do not appear in public at all and a few investors actively support Reljuv in promoting the project.

4.3 Emotional and mental level

The effects on the mental and emotional level are an essential key to being able to adequately assess the current situation and understand it on a deeper level. In recent years, there has been massive abuse of human energies in various forms. This abuse refers to

- dreams, visions, expectations and hopes,
- commitment (life time, strength, emotions)
- energy in the form of life's work (money saved and earned over a long period of time, resources)
- participation in community issues
- willingness to help
- and above all: human trust.

After the traumas in the countries of origin during the Corona period, which led to the first large "wave" of settlers emigrating primarily due to fears of control, existence or the future, and the associated shocks, uprooting and insecurities, new traumas have now been added, resulting from the next, completely unexpected shock, dispossession and existential fear. Many settlers hoped for security and stability (health, emotional, social, family, financial) based on promises and advertising and were confronted with the opposite without even having processed the Corona period. These new traumas were callously ignored and overlooked by those primarily responsible for the EPV crisis.

The new administration cast itself in the role of victim, skillfully repressing and trivializing its own role in the emergence of the crisis in front of the traumatized. The rightly demanded appropriation of the pain

the emergence of the crisis in front of the traumatized. The rightly demanded appreciation of the pain and loss has not yet been made and has been replaced by "blaming" and stigmatizing the traumatized: a perfidious distortion of the roles of victim and perpetrator. "We are all in the same boat." This manipulative formulation is intended to make settlers feel responsible and to submit themselves to the "crisis management measures" prescribed by the new administration. Because the new

administration, in its autocratic manner, only allows what it itself considers to be right to be effective in dealing with the crisis, and any other opinion will continue to be rejected by itself or some of its supporters.

- with absurd allegations of a foreign-financed, hostile takeover of the project
- as allegedly punishable defamation of reputation
- as a self-destructive (keyword: kamikaze investor) defamation of the founders
- or by means of other attributions that are completely inappropriate for a debtor towards creditors and in no way do justice to their own responsibility for the misery, as definitely hostile.

Instead of opening up space for healing, clarification and strengthening in order to then find a way to solve the problem, essential steps in emotional crisis management were coldly skipped. Energy that is no longer available is to be mobilized and used. If this does not happen, one is labeled as "antisocial", "stupid", "egoistic", "irresponsible" or "weak".

A constant cycle of retraumatization is further fueled by the fact that the "new condominium" now requires everyone's constant commitment to self-management. Every day, people are confronted with speeches, lectures and insurmountable demands to make this huge project in an unknown country "profitable" again.

It is noteworthy that playing with fear, war and clinging to an enemy image has been part of the communication culture of the project management from the very beginning and is needed to justify control measures and other processes or rules.

These manipulative games can generally be described as "gaslighting", in which the victim is robbed of his or her sound judgment, unsettled and internally dismantled through obfuscation tactics.

If the goal is for as many people as possible to be involved in a healthy way of dealing with the crisis (because there is no other way), these traumas must be spoken about, recognized and integrated into one's own life as justified (because they are justified). So before these people can even be able to cope with the challenges they face, a certain "healing" of these traumas must have taken place beforehand or at least be promised.

The new administration's refusal to face up to this situation and instead resort to communicative and psychological violence is not helpful in overcoming the crisis and thus the project. It is necessary to see settlers not only as annoying and useless investors, but as people who have lost the wealth they have saved up over decades (and want to get at least some of it back) and who are in some places in a deep crisis.

Anyone who has brought about such a situation, either consciously or negligently, must either be able to realistically assess the situation on this level and act accordingly, or is simply not suited to dealing with the crisis because it will not work without such a cure. It does not help if people are accused of having a "victim mentality" or a "hostile attitude".

If this accusation then comes from those responsible or their apologists with the threat of consequences (for example, exclusion from the community), this communicative violence immediately creates new traumas, because not everyone is so hardened that they can simply let it roll off them and not identify with it. Not everyone has completed the numbing training of a Scientology OT8 either. Despite all external difficulties, people and their psychological situation must be valued, if they were to escape their paralysis and make a fresh start. If these traumas are not valued, they will attract the attention they need elsewhere, in a rather destructive way. Anyone who is really interested in overcoming the crisis and not just saving their ego on a material and spiritual level, has no choice but to face this problem head on. The self-administration of the community of owners, which will take place in the near future, regardless of whether it is ordered by the Reljuv or is tackled by the settlers themselves, places high demands on the people involved. When deciding to invest in this project, few people would have imagined, that they would find themselves in a situation, that suddenly requires skills for self-management, but which not everyone has. Such excessive demands may lead to the next trauma, especially if the previous one has not vet been adequately dealt with. On the one hand, people are not taken seriously with their traumas, but they are expected to participate in selfmanagement as selflessly as possible. Of course, personal responsibility for the decisions made in life cannot be taken away from people. However, self-management by the community of owners that is installed too quickly, will not achieve the desired goal, if the psychological circumstances limiting people's ability to act, have not been adequately taken into account. Just as one cannot simply ignore

the repayment demands of a bank that has granted a loan, one cannot simply ignore the psychological barriers to action, that one has actively helped to create. The stereotypical messages of optimism from some settlers cause no less damage to those affected, than the new administration's ignorance of their problems. They probably compensate in part for the unacknowledged fears of the future (cognitive distortion and denial of reality, Stockholm Syndrome) of the senders of this questionable interpretation of facts.

In Greek, crisis means both opportunity and danger, and a large proportion of the settlers are fundamentally prepared to actively participate in overcoming the crisis on the basis of this view. However, this requires a prior purification of claims to sole control and unconditional transparency and sufficient appreciation of realities on all ontological levels, be they technical and financial, i.e. material issues, or emotional, spiritual and mental aspects.

5 Fazit:

In summary, the previous management structure, used to try to develop the project has led to the following problems:

- High need for infrastructure renovation
- Misallocation of investor funds in an unknown but significant amount (approx. 20-30 million euros)
- High migration rate, approx. 90% of investors have left the project
- High need for financing to expand the infrastructure because the project was geographically too large from the start, instead of allowing it to expand gradually, as is usual with such projects.
- Trust within the prospective community of owners has been shattered
- The public reputation of the project has been severely damaged.
- The board members are clearly exhausted due to procrastination, the inability to delegate and the unrealistic claim to have a say in everything
- According to the family, the alleged fraud at various levels was a result of them being overwhelmed, as they were de facto no longer able to carry out adequate control.
- Risky, inadequately secured investments and interference in the 2022/2023 presidential
 election campaign are likely to have caused considerable financial damage that cannot be
 attributed to the old administration. According to Dr. Erwin Annau's own statements at several
 investor meetings, the interference in the election campaign was a demand or request made
 by the founders to the then CEO, Dr. Juan Buker, who first had to be persuaded to do so.

This management structure can therefore be considered unsuitable for the tasks at hand.

How the firm Reluv S.A. will solve its financial problems is not the subject of these considerations. These must be resolved between the creditors and Reljuv S.A. individually or by creating interest groups among the creditors. This means that the agreement to be drawn up on the rights and obligations of the members of an owners' association cannot make any provisions regarding these business relationships between Reljuv S.A. and the individual investors.

However, there is a mutual dependency not only in their business relationships (debtor-creditor relationship), but also through the joint membership of debtors and creditors in an owners' association. The fact that the money earmarked by the creditors for their financial commitment to this project is now held by Reljuv S.A. and that Reljuv cannot or does not want to pay it back in accordance with the contract is the sole responsibility of the old administration of Reljuv S.A., which was also publicly admitted by the company. The new administration, as successor and co-responsible, must meet its responsibility by recognizing the creditors' claims as real, usable means of payment. The company

Reliuv S.A. is continuously causing financial damage to the creditors because

- Outstanding repayments, sometimes amounting to millions (Euros), are not made
- Creditors have to pay a significant amount of rent for longer because houses have not been built
- Other investments that actually generate returns have to be liquidated in order to either finish the house or earn a living Situation description Page 16 / 22

Changes in the planned lifestyle require additional costs.

This must be made very clear, despite the need for cooperation. According to current assessments, the ability of several members of the community of owners to contribute financially to the maintenance of the common areas and the infrastructure installed there depends on the ability of Reljuv S.A. to meet its financial obligations to its creditors, at least on a deferred basis.

Reljuv S.A. has therefore to commit to all financial obligations of each creditor arising from membership in the community of owners until the creditor is no longer a creditor, i.e. all payments to which he is entitled have been paid out or used up or the creditor has found another mutually acceptable solution with the debtor.

The costs charged for the maintenance of the common property must be made completely transparent, and in line with market conditions, so that unrealistic maintenance costs are not arbitrarily set

On sober inspection, both sides, Reljuv S.A. and the investors, completely underestimated the difficulties and risks associated with such a project.

Even for experienced developers, a project of this size involves enormous risks. When laypeople in this field start a project of this size, bad decisions are almost inevitable. The grossly negligent promise of a guaranteed dividend by the company Reljuv S.A. and the gullible expectation of such a dividend by the investors contributed to the financial difficulties.

The investors only exposed their own money, which they had saved up over decades, to this risk without conducting due diligence appropriate to the investment amount. However, the company Reljuv S.A. raised other people's money knowing about these risks and then did not use it in the way promised.

This is a fundamental difference and, given the operator's knowledge advantage on site, unforgivable.

The current administration of the company Reljuv S.A. has filed charges against the previous CEO and some former employees. This means that from the perspective of the current administration, there were actions under the old administration at the company Reljuv S.A. that were potentially punishable. It remains to be seen what conclusion the Paraguayan judiciary will reach here and is also not the subject of these considerations.

All investors must recognize that the problem cannot be solved unilaterally by Reljuv S.A. and must therefore correct their own misjudgment of the object in which they have invested. It can only be done together with a view to preserving the project. An unclouded view of one's own role in the emergence of the situation may be bitter and difficult to bear, but it is a necessary prerequisite for being able to actively participate in overcoming the crisis.

In this context, any martial enemy image rhetoric is not only completely destructive, unfounded and factually incorrect, but also profoundly unchristian. Christ would never have called someone an enemy just because they supposedly endangered his own investments. Unproven accusations were not exactly his most outstanding characteristic either.

This idea can only come from a mindset that is deeply and purely materialistically afraid of losing comfort and that has completely lost faith in the forces that control our destinies. The same applies to insulting ad hominem attacks (fraudster, kamikaze investor), which only trigger defensive reflexes without clearly diagnosing any of the many problems at hand in all their complexity, let alone suggesting a solution.

The Reljuv company gives the impression that all that is needed is to sell enough land and that the proceeds from this will be used to resolve the creditors' existing claims and thus all the problems. However, reducing the complex situation to such a simple problem structure and, above all, reducing the investors' interests to purely material concerns does not do justice to the complexity of the situation.

The following descriptions attempt to take a more comprehensive look at the situation and to develop solutions based on what has been presented so far.

This view will also put Reljuv in a difficult position to explain itself to the new investors. These new investors are paying exorbitant land prices, which were justified to the old investors by the excellent infrastructure.

- 1. The new investors have a right to know that their money is actually used to create this excellent infrastructure.
- 2. If, as Reljuv suggests, it is possible to resolve the old obligations that arose through alleged fraud, negligence or general misallocation in a few months through new land sales, this in itself proves that these high land prices were not necessary to create the existing infrastructure.

3. The question therefore arises as to whether the new investors, if their money does not go directly to the creditor, are informed what proportion of it will go towards paying off the debt and what proportion can be used for the project in which they are investing.

6 Principals for a way out of the crisis

It should be noted that the proposed solution refers exclusively to the community of owners of the Barrio Cerrado, which in the context of the project is called Sector B. All other properties (Sector A) and the facilities installed on them are not the subject of these considerations. Reljuv S.A. and its creditors are jointly faced with the task of solving the problems at hand. For this reason, it is essential to make an assessment of what kind of people the investors currently are, regardless of whether they are also creditors or not, and what signals should be sent out on all ontological levels in order to find a way out of the crisis and to expand, strengthen, and make the settler community more diverse and thus more attractive through new people.

The following very common reasons for emigration and settlement can be found here

- 1. People perceive the increasing arbitrariness of the ruling authorities in their countries as presumptuous and patronizing in almost all areas of life. They want to work together with other people to create a community while preserving individual sovereignty *It is only healing when the whole community is reflected in the mirror of the human soul and the strength of the individual soul lives in the community.*
- 2. People reject any interference with their self-determination over their body, mind and soul, i.e. in particular
 - any form of prescribed statement about the individual physical constitution to bodies that claim to be authorities
 - any form of prescribed diagnosis or test as a precondition for the granting of basic rights
 - especially any form of prescribed therapy
 - There is only one temple in the world, and that is the human body. Nothing is more holy than this tall figure.
- 3. People comprehend and experience financial exploitation through a non-transparent and mostly anti-taxpayer use of taxes and fees levied under the pretext of public benefit.
- 4. They reject the principle that profits made through personal success are privatized and losses caused by personal failure are socialized. There are many people living in the settlement area who do extremely valuable work completely selflessly, for little or no pay and without cameras running. They are a real treasure and should be viewed with respect and not put into situations that jeopardize this valuable commitment through legal maneuvers.
- 5. Rejection of a power structure that is becoming increasingly opaque, in which decisions are made behind closed doors by those who have either illegally obtained or simply stolen the financial resources required to pursue their own selfish interests. People want to actively participate in decision-making processes and not be presented with a fait accompli.
- 6. The increasing violence and threat of war as an expression of an exaggerated egoism that can no longer be hidden by any facade, combined with the need to be able to trust one's neighbour without fear of dealing with an informant for the authorities.

In summary, people who come here value individual freedom for themselves and others and reject subjective arbitrariness.

An agreement that defines the rights and obligations of an owners' association and thus the rules of cooperation between Reljuv S.A. and the individual investors must be based on the following principles, taking into account what has been described so far:

- The preservation and further development of the residential area and in particular the public facilities as an essential part of it are only possible if it is possible to fully utilize all currently existing and, if necessary, newly acquired skills within the community of owners.
- However, the necessary commitment to these skills can only be awakened and maintained over the long term if the people concerned have confidence that their efforts will actually benefit the common good and will not be abused or co-opted by particular interests.
- The cooperation of all members of the community of owners is based on mutual trust that each member not only exercises his rights, but also fulfils his duties and fulfills them in accordance with his share of the common property.
- Decisions that affect the entire community of owners are made in such a way that they receive
 the greatest possible support within the community of owners.
- This requires that the decision-making process is characterized by the greatest possible transparency, and all those affected by the decision are given enough time to participate in the decision-making process and to inform themselves about the matter on which a decision is to be made.
- the discussion preceding a decision takes place in an atmosphere of mutual respect and recognition of other opinions
- decisions on specialist topics are made by people who are competent in this field and who
 have been given the trust of as many members of the community of owners as possible to
 make these decisions, in order to avoid endless debates.
- All information that is necessary or useful for exercising rights and performing duties must be
 made available or obtained for the entire community of owners or at least for those entrusted
 with a specific task. This applies in particular to detailed specifications for construction or
 services carried out to maintain the community facilities and financed by the public before the
 contract is awarded, as well as the associated proof of use of the funds provided after
 completion of the work.
- The regulations that affect all members of the community of owners, in particular the duties to be fulfilled, must be limited to what is absolutely necessary, purely for the maintenance of the property in order to meet the main need of most investors for individual freedom and selfdetermination as the main reason of their coming to EPV.
- This is all the more true since many people, including numerous families, have created a new
 home here with a great deal of effort and love in the confidence that the conditions for settling
 here as they were at the time of their decision to invest in EPV will only change within a range
 that will not make it impossible to remain in this new home.
- Any regulation that restricts the individual's sovereignty over body, mind and soul must be avoided

6.1 The problem of decision making

As the Barrio Cerrado is a community of owners and the entire project also advertises the idea of community, the problem of decision-making in such a community is highly relevant and will be considered in more detail here. Joint decision-making is a difficult matter in all communities of owners and in order to make this possible at all, there are at least four procedures for majority decisions to distribute voting rights:

- 1. the voting share of the individual member corresponds to the share of the invested capital in the total capital.
- 2. the voting share of the individual member is based on their own share of the total costs.
- 3. the voting share of an individual member is based on the proportion of the total area of the settlement area accounted for by its own properties
- 4. the voting share of an individual member corresponds to the number of own properties in the total number of properties
- per capita, i.e. each member of a community of owners has one vote, regardless of the investment made

A direct link between decision-making authority and the responsibility resulting from a decision is an ideal that should be aimed for. In the case of technical decisions, a weighting of voting rights depending on the technical expertise of those entitled to vote would also be ideal, but this is difficult to assess in practice and is therefore difficult to implement. The following must be avoided

- Having responsibility (i.e. bearing the financial or content-related burden, for example) without decision-making authority
- Decision-making authority without having to bear the corresponding responsibility, i.e. without having to bear the consequences themselves

The most primitive and destructive form of influence on community processes is the right of veto. The veto right does not need to participate in the creative work of finding a solution, does not need to make alternative proposals, does not need to justify its veto and if it does, then only pro forma. Incidentally, the requirement for an unanimous vote implicitly grants everyone a right of veto, which is why this form of voting right is also unsuitable for successful community development. Therefore, any right of veto, in whatever form, must be excluded for every member of the community of owners.

What is an appropriate distribution of voting rights for a community? A distinction must be made here between decisions that have financial consequences for each member of the community of owners, i.e. that serve to maintain the infrastructure, and decisions that merely affect organizational processes or community life in general. The following explanations mainly deal with decisions that have financial consequences for each member of the community of owners.

In order to reconcile the responsibility assumed for decisions and the right to have a say in making these decisions, it must be ensured that the voting rights of a member of the community of owners correspond to their financial share that must be raised for the maintenance measures. This means that if, for example, the costs are divided according to the proportion of the total area, the voting rights must also correspond to this proportion. Decisions that are binding for everyone require a 75% majority. Decisions with a 50% majority can also be implemented. However, only those who voted in favor of these measures bear the costs.

However, the crucial factors for successful management and further development of the common property are not only co-determination rights, but also initiative, knowledge and responsibility.

- It is not sufficient to have knowledge in a specialist area if you lack the necessary initiative and willpower to implement the necessary things that arise from this knowledge.
- It is not sufficient to show a lot of initiative, to have a great will to assert oneself, if the most elementary knowledge in the area for which decisions are to be implemented is lacking.
- And it is not sufficient to hand over all responsibility to the authorities by relying on them.
 There must be enough people who are prepared to take responsibility for community issues themselves.

In the discussions that are being held within the investor community and also together with Reljuv S.A. about the current payment problems, the unconditional trust in the management of Reljuv S.A. is always at the center of attention, without which there could be no solution to the problems from the perspective of the Management Board.

Even if it is only a vanishingly small and, above all, dwindling group that can be assigned to this position in principle (with graduations), this should be addressed at this point.

These investors express their confidence in the Management Board and are surprised that this opinion is not shared by everyone. But this also makes life very easy for these investors. The Board of Directors, which by its own admission has already been overburdened for years, may appreciate or even demand this trust, but it burdens it with even more responsibility and those who express their trust are giving up their own responsibility, as they do not want to or cannot make their own decisions and therefore do not take responsibility for decisions. In this way, the burden of responsibility is time and again placed on the Management Board of Reljuv S.A. by these investors.

Trust is also something you earn and then it is given to you. It is a questionable attitude to demand such trust and make it a precondition for keeping promises. The opposite is the case: when promises are finally kept, initially on a small scale, trust may be rebuilt. But at the moment, many investors continue to experience exactly the opposite.

Since no one can have sufficient knowledge in all areas, it is recommended that decisions and responsibility for various tasks or projects be delegated to individuals or small groups and that confidence be placed in them in a vote with suitable voting rights. These people, who have been given full decision-making powers at certain points, will then consider all aspects, suggestions and ideas that are made available to them by the community or which they actively solicit. These people must provide

the necessary level of knowledge, initiative and sense of responsibility for the community and cannot even expect to be paid well for this.

However, the individual will to shape things is much more effective in this way than in a diffuse majority responsibility where everyone relies on each other. In order to limit the abuse of these decision-making powers, these people must also be prepared to justify their decisions in complete transparency and report on their implementation. Only in this way will the necessary trust of the majority of the community of owners be expressed and maintained in the long term. By transferring decision-making authority and responsibility for a task or area of responsibility to another person, you are expressing your trust in that person to make the necessary decisions to the best of their knowledge and belief in the interests of the community and are thus practising constructive resignation. This means that people no longer want to be involved in every detailed decision, regardless of their own knowledge or their own willingness to personally assume the responsibility associated with a decision.

Whether enough people with these qualities can be found and whether the Board of Reljuv S.A. is really willing to develop the humility appropriate to its debtor status will determine whether the project can emerge from the current crisis. The previous, sometimes massive misjudgements and wrong decisions that have led to this situation must not be allowed to continue.

The following communication rules are proposed in order to address the sometimes irreconcilable differences between the people involved in this project and to open up opportunities for fruitful, productive communication geared towards a common goal in the decision-making process:

- Everyone who is interested in creating a real community is called upon to contribute their own individuality, commitment, knowledge and ability to solve problems by assuming individual responsibility and, in other areas, to grant the necessary freedom to the people working there through constructive resignation.
- · We communicate with each other peacefully.
- We communicate our contributions in the "I" form wherever possible.
- We respect the particular view of the world that each individual brings to the shared space, their perception, which generally does not correspond to my opinion or world of experience
- We practise acknowledging the perception of others, their truth and their feelings without judgment. If we experience trigger points ourselves, we will engage in self-reflection or seek support to resolve them.
- We respect the individual development process that each and every one of us takes as part of the community.

7 Conclusion

For this reason, the preparation of the following documents is proposed as a basis for further discussions and the establishment and development of a prosperous cooperation of the community of owners:

- 1. A comprehensive **Technical Documentation** of the common property, for the maintenance of which the community of owners bears joint responsibility both in terms of content (i.e. technical) and financially. This document corresponds to the declaration of division known in Germany for the creation of communities of owners of, for example, apartment buildings. The preparation of this document is the responsibility of Reljuv and must be submitted to the members of the community of owners prior to the first general meeting that establishes this community of owners. Reljuv is provided with a list of questions by the investors, which is intended to provide structural support in the description of the object in joint responsibility.
- 2. the actual **Reglemento** to be deposited with the Catastro, which exclusively defines the economic and, in connection with this, legal aspects of the community of owners on the basis of Paraguayan law, in order to organize the preservation of the settlement area and its further development in the best possible way. The actual Reglemento to be deposited with the Catastro, which exclusively defines the economic and, in connection with this, the legal aspects of the community of owners on the basis of Paraguayan law.

- 3. Condominium agreement that regulates the spiritual and social life and the associated legal aspects, which are not part of the reglamento, but in addition to their function of organizing the internal life in the condominium can also serve as an attractive figurehead for potential interested parties who no longer feel at home with their ideas of social coexistence in their home countries.
- 4. House rules that contain in a few words, also for handing out to guests, the essential regulations that should keep the area safe, tidy and clean
- 5. Voluntary commitment by Reljuv S.A. to take legally binding responsibility for the damage caused to the investors and, as a consequence of this and as a sign of real acceptance of responsibility, to assume all financial obligations of the creditors arising from the co-ownership if their money cannot be repaid. The community of owners as a whole will not be held liable for any damage caused by a member of the community of owners (Reljuv S.A.) to other members of the community of owners.

If this assumption of responsibility is demonstrably not possible (through full disclosure of the financial circumstances), other agreements must be reached between the creditors and Reljuv. A unilateral dictation of the settlement provisions on the part of Reljuv must be avoided.

The willingness of the members of the community of owners to actively participate in the application of the project depends essentially on the design of these documents. The broader the support for the stipulations made here within the community of owners, the greater the prospect of a prosperous cooperation between Reljuv and the investors, even beyond their cooperation within the community of owners, in order not only to maintain the project but also to expand it both qualitatively and quantitatively.



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