# Rikio's Message on Earth-Loving Oases N.12

Respecting national and all humankind interests Harmony, Respect, Love, Good, Beauty

May world people understand, love and further fraternize with each other Editor: ELFO Hon. President Rikio Kaneko



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armony, Respect, Love, Good, Beauty 和[wa] 敬[kei] 愛[ai] 善[zen] 美[bi] Life, Conscience, Truth, Cleanliness, Delight Happiness, Health, Success, Security, Calm Faith, Courage, Self-Control, Non-enmity, Mercy Kindness, Thanks, Consideration, Reflection, Forgiveness Rule of Law, Peaceful Settlement, Disarmament, Restriction of Sovereignty, World Federation

## Let's create many Earth-Loving Oases

# Earth-Loving Oases (ELO) must be established so that all the members might participate in them, and

My first draft Rules for investment and the 2 forms for applicants were adopted in JAN, 1, 2024. In February 14, 2024 I proposed the 2<sup>nd</sup> draft which was adopted by ELFO GA. In March 19, 2024 I proposed additional rule on renumeration (brokerage), considering economic activities concerning brokerage is becoming more popular, a more experienced 3<sup>rd</sup> person may promote effectively a contract of loan. (See Article 34, Para.2) And the whole text of the Charter is as follows:

### Charter of Organization of Earth-Loving Oases

We the supporters of the Organization of Earth-Loving Friendly (hereinafter referred to as OELO) recognizing that economic cooperation among its members is very important for heightening their standard of living and that of members of ELFO FAMILY,

wishing to realize idea of Earth-Loving Oasis (hereinafter referred to as ELO) which is provided for in the ELFO Charter, Article 3,

determined to unite our efforts to promote members' investment and loan activities,

ELFO General Assembly decided to create the independent OELO as a member of the ELFO FAMILY and adopted its Charter of the Earth-Loving Oases Organization which reads as follows.

Done in Sapporo in January 1, 2024 (revised FEB 16, 2024)

### Chapter 1. Purposes

Article 1 (Principal Purposes) The purposes of Organization of Earth-Loving Oases (hereinafter referred to as the OELO or Organization are as follow.

1. to contribute to promoting member's Earth-Loving Oasis project by helping them make up its plan and invite investment or match up supply to demand.

As for ELOO Charter see: (http://mopw.org/elo%20n9%20char%20n%20form.pdf)

- 2. to contribute to proper operation of business and ensuring cooperative relationships with private lodging business operators, private lodging manager, private lodging intermediaries.
- 3. to research international management of residential lodging, guesthouses, monthly inns, inns, and hotels, resort and seek ways to realize them.
- 4. to contribute to revitalizing members' regions by inviting investment and by promoting effective use of rooms, houses, building and land there.

Here, we are talking about effective use not only in the accommodation field, but also in other colorful fields.

5. to contributing to establishment of systematic and collaborative cultural housing and accommodation facilities, taking into account the global system.

It would be great if we could get cooperation from local governments, and if possible from the Japanese government, in making this global oasis, but it is impossible to get all at once, so we will first deepen cooperation with many companies.

### Chapter 2. Organs

Article 2 (Principal Organs) The main organs of the Organization shall be President, 3 VIPs, a Board of directors, Departments, Representative of Cooperators, Representative of Loanees and a Secretariat.

- **Article 3 (President)** 1. The President shall supervise the Organization, submit proposals to major organs, and appoint Organization officers.
- 2. President may act externally regarding a given situation by writing evaluations, proposals, statements, requests, etc.

- Article 4 (3 VIPs) The three VIPs, consisting of the President, Vice-President, and Chairman of directors, shall decide on various matters while the Board of Directors is out of session.
- Article 5 (Board of Directors) The Board of Directors may elect the President and Chairperson and make decisions on important matters of this Organization.
- **Article 6 (Departments)** The Organization shall establish a lodging business operator department, a lodging manager department, a lodging intermediaries department, investment department and other necessary departments.
- **Article 7 (Representative of Cooperators)** Representative of Cooperators shall represent interest of Cooperators, invite more investors, and promote to match them with Loanees harmoniously.
- Article 8 (Representative of Loanees) Representative of Loanees shall represent interest of Loanees, try to also investors, and promote to match them with Loanees harmoniously.
- **Article 9 (Secretariat)** 1. The Secretariat will perform administrative tasks such as document preparation, communications, rosters, and accounting.
- 2. The Secretary General and Vice-Secretary may be paid a small amount of remuneration.

### Chapter 3. Invitation of members

**Article 10 (Invitation)** 1. Any ELFO and OELO member may invite investors, bankers, and money lending people (hereinafter referred to as Cooperators or moneylenders) to join the ELFO and the OELO.

- 2. Loanee's guarantor, a broker and an advocate shall be an OELO member.
- 3. All the OELO members shall be a member of a mother ELFO.
- 3. When people agreed to be an OELO member, their names shall be registered immediately in a General List (GL) where Cooperators, Loanees and interested persons may be listed.

Article 11 (Opening in a web-site) 1. An invitational text and an invitee' answers may be opened in a web-site for the ELFO and the OELO.

2. Any member may invite no-member people to be a Cooperator exclusively for oneself. In

this case their names may not be opened in the web-site.

Article 12 (Admission and appointment) 1. If OELO President does not express opinion against registration of them for 3 days since opening their names in the List, they shall be regarded as having entered our OELO and appointed by President as a member.

2. When OELO President, ELFO Hon. President or ELFO President regards an OELO member as unsuitable for it, that appointment and membership may be withdrawn.

### Chapter 4. Cooperation between the ELFO and the OELO

Article 13 (The ELFO's multilateral help) 1. The ELFO as a mother organization of the ELFO FAMILY will help the OELO grow as much as it can in many fields.

2. The ELFO or the OELO may receive reflecting income from their members economic activities, and shall encourage such steps.

Article 14 (The OELO's duty) The OELO's duty to the ELFO is, among others, to pay ELFO members' annual dues for as many members as possible, using savings system of a bank or investment scheme of OELO members.

### Chapter 5. General Assembly

Article 15 (Composition) 1. General Assembly (hereinafter referred to as GA) shall consist of such Cooperators, loanees and other members ready to promote the idea of the ELO. The members whose main purpose is to pursue profits may remain as a member without portfolio.

- 2. Chairperson of the OELO General Assembly has, in principle, such competence as ELFO Chairperson has. (See <a href="http://mopw.org/rules%20on%20pres.n3.pdf">http://mopw.org/rules%20on%20pres.n3.pdf</a>)
  - 3. One member may be a Chairperson of the OELO and the ELFO at the same time.

Article 16 (Decision-making) 1. Will of the OELO may be decided, in principle, by OELO General Assembly.

Article 17 (Right to vote) Each OELO member has right to vote in accordance with a mother ELFO Charter, provided that if a member does not vote "Yes" or "No", it is regarded as the same with

that of the Representative who invited him or her to enter the OELO.

Article 18 (Meeting through the Internet) Meeting of the OELO may be conducted, in principle, through the Internet.

### Chapter 6. PRESIDENT of 3 HEADs

Article 19 (Lack of powerful candidate) Considering pressure of many works on OELO President, it may adopt system of PRESIDENT of 3 HEADs while a powerful candidate for OELO President does not appear.

Article 20 (Division of works among 3 Presidents) The 3 Presidents have the following functions.

- 1. 1st President shall be responsible for general affairs of the OELO.
- 2. 2<sup>nd</sup> President shall be responsible for foreign affairs of the OELO.
- 3. 3rd President shall be responsible for internal affairs of the OELO.

Article 21 (Division of functions between 2<sup>nd</sup> and 3<sup>rd</sup> Presidents) One of the standard dividing 2<sup>nd</sup> President's and 3<sup>rd</sup> President's functions is necessity of external correspondence and unnecessariness of external correspondence. The former matters belong to functions of 2<sup>nd</sup> President, while the latter matters belong to the 3<sup>rd</sup> President.

### Chapter 7. Rights and Duties of the OELO and the ELOC

Article 22 (Rights) 1. The General Assembly and its subsidiary Earth-Loving Oasese Consultation (ELOC) composed 11 members have the right to make rules concerning the OELO.

2. ELFO Hon. President and its President may present its idea or proposal to the OELO which may be adopted by the OELO General Assembly.

**Article 23 (Obligation)** Neither the OELO nor ELFO itself, in principle, will be a financial subject of moneylenders, and both of them will not be responsible for any member's obligation.

### Chapter 8. General List of Cooperators and Loanees

Article 24 (General List) Every Cooperator and Loanee shall present their application to the OELO Secretariat in accordance with the present Charter and application form.

Article 25 (Applicants' preparatory duty) 1. At the 1st stage an applicant may present a message or incomplete application which may be opened in the web-site.

2. From the 2<sup>nd</sup> stage each applicant shall pay attention to points in the application form which are incomplete and seen with red phrases, shall make one's application perfect.

Article 26 (Unnecessary items for application) While application is not in accordance with the present Rules, it may not be opened in the ELFO web-site. When an applicant sends materials unnecessary for application, the Secretariat may not keep it in custody.

### Chapter 9. Relations among Cooperators and Loanees

Article 27 (Notification) When an applicant wants to begin talk on transaction with another applicant, the former shall notify Secretariat of the other partner's name.

Article 28 (Multilateral choice) A Cooperator may lend money to plural Loanees. Likewise a Loanees may borrow money from plural Cooperators.

Article 29 (Autonomy of parties of a contract) Irrespective of conditions mentioned in an application each party to transaction may amend them within frame of the present Charter.

### Chapter 10. Loanee and Memorandum Of Understanding

Article 30 (Draft MOU) A Loanee is responsible for presenting the 1<sup>st</sup> draft MOU (Memorandum Of Understanding). If it is burdensome for the Loanee, he or she may entrust any ELFO member as an assistant with making it up by a contract.

Article 31 (ELFO Model of MOU) Parties to a project shall examine a draft MOU made up in accordance with ELFO model attached to present Charter. Unless otherwise agreed, ELFO Model

MOU is supposed to be the 1<sup>st</sup> draft MOU.

**Article 32 (Opening the MOU)** When any concerned partner presents a draft MOU, it shall be opened in the ELFO website or in a message to concerned parties. It may be opened to all ELFO members.

Article 33 (Assistant's immunity) When a Cooperator and a Loanee conclude a MOU and other contract, any party to it is responsible for one's duty and act finally, and shall not impute one's responsibility to one's assistant, the OELO, or the ELFO.

### Chapter 16. Loanee's Domestic Duties

**Article 34 (ZAP8 1**. If a Loanee wants investment of more than 1, 000, he or she will have duty to create one's domestic ZAP (Zoom Amicable Party) aiming at creation of FM and Radio.

- 2. The Loanee has a duty to join the ELFO central ZAP for 30 minutes at least once a week, and if it is impossible, let some member join it.
  - 3. When the ZAP grows into a FM, a Radio or a TV company, he or she may be its staff.

**Article 35(One's National ELFA)** 1. If a Loanee wants investment of more than 10, 000, he or she will have duty to establish one's national ELFA (Earth-Loving Friendly Association).

2. The said Loanee may ask one's patriot to be President of the national ELFA.

**Article 36(One's National ELC)** 1. If a Loanee wants investment of more than 100, 000, he or she will have duty to establish one's national ELC (Earth-Loving Company) or local ELC in accordance with rules in the ELFO FAMILY.

2. The said Loanee may ask one's patriot to be President of the national or local ELC.

**Article 37 (Employment)** A Loanee of the above genre will make an effort to employ one's national ELFO compatriot so that majority of workers be ELFO members.

### Chapter 11. Broker

**Article 38 (Definition)** 1. By the present OELO Charter a 'broker' means an ELFO member who invited a person to join ELFO FAMILY and wants the invitee to invest in other member's project or succeeded in matching the Cooperator with a Loanee.

2. When the above said Cooperator send capital to the Loanee by a contract, the broker will get 1% of the remittance, provided that 10% of the assistant's income shall be donated to the ELFO FAMILY.

Article 39 (Representative and Assistant) 1. By the present Charter neither Representative nor an assistant to a Loanee is a broker, provided that they shall also donate 10% of their gain to the ELFO FAMILY.

### Chapter 12. Representative

Article 40. (Definition of Representative) In the present Charter *Representative* means a member who succeeded in inviting a person to enter the OELO or the ELFO.

Article 41 (Representative's right) 1. Representative has the right to vote for the invitee when the latter does not use the vote.

- 2. When a Cooperator and a Loanee have concluded a contract of loan, Representative may receive from them a certain amount of gain as reflecting interest at least 1% of total sum of loan.
  - 3. 10% of the said gain shall be donated to ELFO FAMILY.
  - 4. Representative shall not, in principle, a party to MOU (Memorandum Of Understanding).

### Chapter 13. Assistant

Article 42 (Loanee's and Cooperator's assistant) Any ELFO member may be Cooperators' or/and Loanees' assistant by a contract who may, in their names, invite a new Cooperator or a Loanee.

Article 43 (Remuneration) 1. Remuneration for an assistant shall be paid from Loan by at least 1% of the money which the Cooperator sends to the Loanee so long as it is in conformity with domestic law concerned. (For example, if an assistant in Loanee' name succeeded in inviting an

Cooperator to send 100 & to a Loanee, he or she will receive 1 \$ from the capital 100 \$. Actually the Loanee will receive 99 \$.)

2. 10% of the said remuneration shall be donated to ELFO FAMILY.

### Chapter 14. Amount of Loan and Refund

Article 44 (Limitless loan) 1. There is no limit of amount of money to be provided to a loanee so long as the 1<sup>st</sup> and the 2<sup>nd</sup> guarantors together with security are proved by documents, which loanee may present after the date of application.

- 2. Guarantors for an applicant shall ensure their security by depositing a certain amount of money in a Cooperator (an investor, a banker etc.) with due interest to be paid to them. In case the applicant cannot refund loan, the deposit money with interest may be regarded as a part of guarantors' security.
- 3. Total sum of loan shall be shown with such a clean number as 1,000 \$ or 5,000 \$, 10,000 or 15.000 \$, 20,000 \$, 25,000 \$, 30,000 \$, 35,000 \$ etc. without an odd sum which makes more difficult to count. Table of the above refund will be shown in an attachment to present Charter.

Article 45 (Limit of loan) An OELO member, who wants fund without any guaranter and security, may apply less than 100,000 US \$ provided that exact and elaborated plan shall be presented within 6 months from the date of application.

Article 46 (ELFA) An applicant of more than 10,000 US, a national ELFA and ELC (Earth-Loving Company) shall present exact and elaborated plan.

Article 47 (Period of Refund) 1. In order to invite capital as much as possible for Loanees, period of refund, in principle, shall be 5 years which would make Cooperators (bankers or investors etc.) feel safer.

- 2. When a Loanee fails to refund in a given year above-mentioned, unless otherwise agreed, the interest of that year will be 6%, and from the 6<sup>th</sup> year the 7% of interest will be applied to the refund. Any partner shall not regard Loanee's arrears as unfriendly.
- 3. International remittance of money among the present partners shall be conducted through Paypal if not specially provided.

### Chapter 15. Security and Guarantors

Article 48 (Object of security) 1. Object of security (or mortgage) may be property, money and/or negotiable instruments.

2. Object of security shall be free and clear, shall not be double mortgage.

Article 49 (Attestation by notary public) 1. Object of the security shall be attested by a notary public by Loanee's burden.

- 2. Authentication by the notary public shall be attested by reliable info or documents attached to the authentication.
  - 3. When a Loanee makes one's immovable property lie in mortgage, names, addresses, email addresses etc. of some realtors nearest to the property shall be written in one's application.

### Chapter 17. OELO membership fee

Article 50(From the ELFO) When an OELO member paid membership fee, he or she may be a ELFO member and OELO's daughter organization without paying their membership fee. OELO may collect equal membership fee without variation.

### Chapter 18. Saving and Investment

Article 51(Members' investment for membership fee) An OELO Cooperator may invite ELFO members to save their money in one's bank, or invest in investors plan, as a result, gaining profits and subrogating their membership fee.

Article 52 (3 steps) A member can use following rules on membership fee.

- 1. A member (named *A*) will send a certain amount of money (US\$ which sum is *B*) to a member-bank or an investor (named *C*).
- 2. The *C* will gain profits by using US \$ *B*, every year shall pay *A*'s dues to the ELFO Secretariat for *A*, interest to *A*, and shall repay all remainder to *A* at the end of contract period.
- 3. The said certain amount of money depends upon an agreement between A and C. It is desirable, however, that the amount would be enough for the members to pay continuously every

year one's due, receiving interest.

### Chapter 19. Inspection Committee

**Article 53 (unfair use of loan)** When a Cooperator complains of alleged unfair or unlawful use of loan to a Loanee or person responsible for account, the latter persons shall hear the other parties' opinion.

**Article 54.** It is desirable that the decision by majority of parties of the MOU be respected. If the Loanee is not satisfied with the said decision, it shall be submitted to procedure provided for in Chapter 16 of the present Charter.

### Chapter 20. Settlement of conflicts

Article 55 (Use of OPAC or TPAC) Regarding a conflict between the Cooperators and a Loanee, it is very desirable, firstly, that they use ELFO system of OPAC (One Person Amicable Conciliation) or TPAC (Three Persons Amicable Conciliation).

Article 56 (Use of OJAC or TJAC) If one of the contesting parties cannot be satisfactory with award of the said conciliation, it is very desirable that they use OJAC (One Judge Arbitration Court), TJAC (Three Judges Arbitration Court).

### Chapter 21. Finale Articles

**Article 57 (Actual effect)** Present Rules will be actually effective after the date of clarification of its lawfulness, completion of procedures, and compliance with domestic and international law. The date will be indicated clearly indicated later in the present Charter.

Article 58 (Non-responsibility of the ELFO) The OELO will not be responsible for transaction concluded before the above said date. Such negotiation and the transaction shall be regarded simply as a contract exclusively between them outside the limit of OELO.

[Original Rules were drafted by ELFO Hon. President Rikio Kaneko, and were adopted by the ELFO General Assembly in JUN 1, 2024, And then in April 27, 2024 he added additional rules with red color, and from APR 29, 2024 afterwards with rosy phrases]

### Application for a Cooperator

- Date of application:			
- Name: One's proper name:	Full name:		
- Nationality:			
- Profession :			
- Social status:			
- Sex:			
- Date of birth:			
- Address:			
- email address:			
- Telephone number: mobile:	company:		
- Fax number:			
- Line ID:			
- WhatApp ID:			
- Maximum amount of money to be lent: US\$			
- CONDITIONS of loan:			
• The purpose for which money is spent :			
• Period of repayment:			
Interest: (simple or compound interest)			
$1^{\mathrm{st}}$ repayment is US &			
2 <sup>nd</sup> repayment is US\$			
When a contract is concluded, a table interest shall be made up.			
When user of loan cannot refund it in refund period, the interest for remaining sum will be XX			
ullet 1st and 2nd Guarantors are necessary			
• Loan on security			
· Repayment through Paypal			

- brokerage; XX% of the sum of property from its owner and XX% brom the buyer

### Application for Loan

- Date of application:
- Full name:
- Picture of face;
- Nationality:
- Profession:
- Social status:
- Sex:
- Date of birth:
- Address:
- URL of Linkedin:
- email address:
- Telephone number:
- Fax number:
- Line ID:
- WhatApp ID:
- h. Amount of money wanted by applicant:
- CONDITIONS of loan:
• The purpose for which money is spent:
1.
2.
- Detailed explanation of project:
· Period of repayment:
· Interest:
ullet 1st and 2nd Guarantors:
1st Guarantor (who must be attested by a notary public)
2 <sup>nd</sup> Guarantor (who must be attested by a notary public)
· Loan on security:
1st security. (value estimated: US\$) (the value must be attested by the said notary public)
2 <sup>nd</sup> security. (value estimated: US\$ (who value must be attested by the said notary public)
• some pictures of security
· Repayment through Paypal or bank transfer
- brokerage;
$\hbox{-}MyAdvocate\hbox{:}  (who shall take oath that one is an Advocate by the Attorneys-at-Law, and join the OELO of the Company of the Compa$
Name:
Address:
email address;
Telephone. line; Fax etc.)
- Representative by ELFO rule:

### Attachment 1. Table of Refund

After 1 year After 2 years After 3 years Ater 4 years After 5 years Total Refund

```
1,000 $
5,000 $,
10,000 $
15,000 $
20,000 $
25,000 $
30,000$
35,000 $
40,000$
45,000 $
50,000$
60,000 $
70,000
80,000
90,000
100,000
110,000
120,000
130,000
140,000
150,000
170,000
200,000
250,000
300,000
350,000
400,000
450,000
500,000
```

- 1. The total sum of loan with its interests shall be refunded within 5 years.
- 2. The interest rate for 5 years will be 5 % to be applied every year.
- 3. Supposing the present MOU will be effective in December 31<sup>st,</sup> 2024, Mr. Ivo may refund the said 500,000 \$ to the Cooperators as follows
- 1st refund is only interest the sum of which is 25,000\$ to be paid at the end of 2025 year.

Then remaining debts 475,000 \$ (500,000 \$ - 25,000 \$)

- 2<sup>nd</sup> refund is also only interest. Its sum 23,750 \$  $(475,000 \times 0.05)$  to be paid at the end of 2026 Then remaining debts 451,250 \$ (475,000 \$ 23,750)
- $3^{rd}$  refund is capital 100,000\$ and interest 22,562\$ (451,250×0.05), in all 122,562 \$ for 2027, Then remaining debts 328,688 \$ (451,250 122,562)
- 4<sup>th</sup> refund is capital sum 150,000\$ and interest 16,434\$ (328,688 $\times$ 0.05), in all 166,434 \$ for 2028, Then remaining debts 222,372 \$ (328,688 \$ 106,316 \$)
- 5th refund is capital sum 222,372 \$ and interest 11,118\$ (222,372×0.05), in all 233,490\$ for 2029.

### 地球愛オアシスをたくさん設立しよう

### すべての会員が参加できるように

会員が多額の資金を持っている場合は、比較的容易に事業を運営したり、憲章第3条に規定された地球愛オアシスを短期間で設立することもできるでしょうが、資本が十分でない場合、会員の投資家と融資希望の会員が互いに協力する余地があります。それに関し、地球愛友好機構名誉会長は、地球愛オアシス機構憲章(案)を総会に提示し、2024年1月1日に同案が採択されました。

同憲章にかなりの条項(第1条から第9条まで)を追加地したのが、本日(2月16日)の第2次金子案です。

親愛なる地球愛友好機構会員各位、どうぞ皆様のご意見をお聞かせください。 ELFO 総会議長カルペキナ イリーナ、反対がなければ、下記第2次金子案の採択を決定して下さい。

### 地球愛オアシス機構憲章

私たち地球愛オアシス機構の(以下、OELO という)の賛同者は、

加盟国間の経済協力が、加盟国および ELFO ファミリーの構成員の生活水準の向上のために非常に重要であることを認識し、

ELFO 憲章第3条に規定されている 地球愛オアシス(以下、ELO という)の理念を実現したいと願い、加盟国の投資活動を促進するために、一致団結して取り組むことを決意し、

ELFO 総会は、ELFO ファミリーの一員として独立した OELO を創設することを決定し、以下の通り、

#### 地球愛オアシス機構憲章を採択した。

2024年1月1日 札幌にて採択 (同年1月14日、追加条項)

### 第1章目的

第1条(主要目的) 地球愛オアシス機構(以下、OELO または機構という)の目的は以下のとおりである。

1. 会員の地球愛オアシス プロジェクトの作成、投資誘致、需要と供給の調整を支援することで、会員の地球愛オアシス プロジェクトの推進に貢献する。

ELOO 憲章については、次を参照してください: (<a href="http://mopw.org/elo%20n9%20char%20n%20form.pdf">http://mopw.org/elo%20n9%20char%20n%20form.pdf</a>)

- 2. 住宅宿泊事業者、住宅宿泊管理者、住宅宿泊仲介業者等との協力関係の確保および業務の適正な運営に資する。
- 3. 住宅宿泊施設、ゲストハウス、マンスリー旅館、旅館、ホテルの国際経営を研究し、それを実現する方法を探求する。
- 4. 居室、住宅、建物および土地の有効活用および投資誘致を通じ、会員地域の活性化に貢献する。 ここでは宿泊分野だけでなく、多彩な分野での有効活用についてお話しています。
- 5. グローバルなシステムを考慮し、計画的かつ連携した文化住宅・宿泊施設の整備に貢献する。

この地球規模のオアシスづくりにあたり、地方自治体の協力、できれば政府の協力も得られればいいのですが、一度に全部は無理なので、まずは多くの企業と協力を深めていきましょう。

### 第2章 機関

**第2条(主要機関)** 本会の主な機関は、理事長、3役、理事会、各部局、協力者代表、融資借受人 代表および事務局とする。

- 第3条(会長) 1 会長は、本会を統括し、主要機関への議案の提出および本会の役員を任命する。
- 2. 会長は、評価、提案、声明、要望等を文書化して、特定の状況に関し対外的に行動することができる。
- 第4条(3役) 会長、副会長、理事長からなる3役は、理事会の閉会中に、諸事項を決定する。
- 第5条(理事会) 理事会は、理事長および理事長を選任し、本組織の重要事項を決定できる。
- 第6条(部局) 当機構に宿泊事業者部、宿泊管理者部、宿泊仲介部、投資部その他必要な部を置く。
- 第7条(協力者代表者) 協力者代表者は、協力者の利益を代表し、より多くの出資者を募集して、 融資先との調和のとれたマッチングを促進するものとする。
- **第8条(融資借受代表者)** 融資借受人代表者は、借人の利益を代表し、投資家とも連携し、借人との調和のとれたマッチングを促進するものとする。
- 第9条(事務局) 1. 事務局は、書類作成、連絡、名簿作成、会計等の事務をつかさどる。
- 2. 事務局長および事務次官には少額の報酬が支払われる場合がある。

### 第3章 会員の勧誘

**第10条 (勧誘)** 1. ELFO および OELO の会員は、投資家、銀行家、貸金業者(以下、協力者または貸金業者) を ELFO および OELO に招待することができる。

- 3. 借受人の保証人、ブローカー、弁護士は、OELO 会員になるものとする。
- 4. OELO 会員は全員、母系 ELFO の会員となるものとする。
- 4. 0ELO 会員になることに同意した者は、協力者が行う一般名簿(GL)に直ちに氏名を登録するものとする。融資借受人と利害関係者がリストされる場合があります。
- **第11条 (Web サイトで開示)** 1. 勧誘メールとその回答は、 ELFO と OELO の Web サイトで開示で きるものとする。
- 2. 会員は、会員以外の者をもっぱら自分のための協力者として勧誘できる。この場合、その名前は Web サイトで公開されない場合もある。
- 第12条(入会と任命) 1. 名簿に名前を載せてから 3 日間、0EL0 会長が登録に反対する意見を表明 しない場合、その人は 0EL0 に登録され、会長によってメンバーとして任命されたものとみなす。
- 2. 0ELO 会長、ELFO 会長、ELFO 会長が 0ELO 会員にふさわしくないと判断した場合、その任命 および会員資格 を取り消すことができる。

#### 第4章 ELFOとOELOの協力

- **第13条 (ELFO の多辺的支援)** ELFO ファミリーの母体組織である ELFO は、OELO も多くの分野で可能な限り成長することを助長する。
- 第14条 (ELFO に対する OELO の義務) ELFO にたいする OELO の一義務は、銀行の貯蓄システムまた

は OELO 会員の投資を利用して、ELFO 会員のため、できるだけ多くの同会員の年会費を支払うことである。

### 第5章 総会

第15条 (構成) 1. 総会(以下、GAという)は、協力者、融資借受人、ELO構想を促進する用意のあるその他の者で構成される。利益の追求を主たる目的とする会員は、無任所会員として留まることができます。

2. 0EL0 総会の議長は、原則として ELFO 議長と同等の権限を有する。

(参照 <a href="http://mopw.org/rules%20on%20pres.n3.pdf">http://mopw.org/rules%20on%20pres.n3.pdf</a>)

3. 1人の委員が同時に OELO と ELFO の議長を兼ねることができる。

第16条(意思決定) 1.0ELO の意思は、原則として 0ELO 総会で決定することができる。

第17条(投票権) 各 0EL0 会員は、その母体である ELFO の憲章に従って投票する権利を有する。 0ELO 会員が「賛成」または「反対」に投票しなかった場合は、入会を勧誘した代表者と同じものと みなされる。

**第18条 (インターネットを介した会議)** OELO の会合は、原則としてインターネットを通じて行う ことができる。

### 第6章 3頭会長制

第19条(有力候補者の不在) OELO 会長への多くの仕事のプレッシャーを考慮して、OELO 会長の有力候補者が

出現しない間は、3頭会長制を採用することができる。

第20条 (3 頭会長による業務の分担):3 頭会長は、以下の役割を有する。

- 1. 第1会長は、本会の総務について責任を負う。
- 2. 第2会長は、OELOの外交を担当する。
- 3. 第3会長は、0EL0の内務を担当する。

第21条 (第2会長と第3会長の職務分担) 第2会長と第3会長の職務分担の一基準は、対外的な 対応の必要性と、対外的対応の不要であり、前者は第2会長、後者は第3会長の職務に属する。

### 第7章 OELO および ETOC の権利と義務

- 第22条(権利)1. 総会およびその下部組織である11名の理事国からなる地球愛オアシス協議会(ETOC)は、OELOに関する規則を制定する権利を有する。
- 2. ELFO 名誉会長および ELFO 会長は、そのアイデア又は提案を 0ELO に提示することができ、 0ELO はこれを採択することができる。
- **第23条(債務) 1.** 0ELO も ELFO も、それ自体貸金業者の金銭的対象とはならず、両者とも会員の 債務につき責任を負わないものとする。

### 第8章 協力者と融資借受人の一般名簿

**第24条 (一般名簿)** すべての協力者および融資借受人は、この憲章および申請書に従って、 0ELO事務局に申請書を提出するものとする。 **第25条 (申請者の準備義務) 1.** 第1段階では、申請者はメッセージまたは不完全な申請書を提示することができ、それは Web サイトで開示されることもができる。

2. 第2段階で、各申請者は、申請書の不備に注意を払い、申請書を完璧にする。

**第26条 (申請に不必要なもの)** 申請が本規則に従っていない間は、ELFO のウェブサイトで開示されないことができる。申請者が申請に不要な資料を送付したとき、その保義務を事務局は有しない。

### 第9章 協力者と融資借受人との関係

第27条(通知)申込者が他の申込者と取引に関する協議を開始することを希望するときは、当該申込者は、当事務局に対し、相手方の氏名を通知するものとする。

**第28条(多辺的選択)** 協力者は、複数の融資借受人に融資することができ、同様に融資借受人は 複数の協力者から融資を受けることができる。

**第29条(契約当事者の自主性)**申請書に記載されている条件に関係なく、取引の各当事者は、この憲章の枠内でそれらを修正することがでる。

**第30条(契約の締結)** 契約当事者は、契約を締結したとき、その旨を事務局に通知するとともに、 その写しを事務局に送付しなければならない。

### 第10章 ELFO会費、貯蓄、投資

第31条(会費のための投資) 0EL0 の協力者は、ELF0 会員が自分の銀行に貯蓄するよう、または、 自己の投資計画に投資するよう勧誘し、その結果、利益を得て、ELF0 会員の会費を肩代わりする。

- 第32条 会費のルールは、以下の通りである。
  - 1. ELFO 会員(甲)は、会員銀行または投資家(丙)に一定額のお金(US \$乙)を送金する。
- 2. 丙は、US \$乙 を使用して利益を得、毎年、甲の会費を ELFO 事務局に支払い、甲に利息を支払い、契約期間の終わりに残りをすべて甲に返済するものとします。
- 3. 第1項の「一定の金額」は、甲と丙の合意による。 ただし、その金額は、メンバーが毎年継続的に支払い、利息を受け取るのに十分な金額であることが望ましい。

### 第11章 代表

第33条(代表者の定義) 本規則において「代表者」とは、OELOへの入会に人を勧誘することに成功した会員をいう。

- **第34条(代表権)** 1. 代表者は、被勧誘者の会員が投票権を使用しない場合、被勧誘者に代わって 投票する権利を有する。
- 2. 協力者と融資借受人が契約を締結したときは、その代表者は、協力者と借受人から一定の仲介料を受けることができる。第3者がその契約の締結を助けするときは、その間の合意にもとづいて、報酬を受け取ることができる。

### 第12章 貸付金額

第35条 (無制限の融資) 第1 および第2 の保証人と担保が書類によって証明され、融資借受人が申請日後に提示できる限り、借受人に提供される金額に制限はない。

第 36条(貸付限度額) 保証人や担保なしで資金を希望している ELOC 会員は、申請日から6か月 以内に正確で精巧な計画を提示することを条件に、100,000米ドル未満を申請することができる。 第 37条 (ELFA) 10,000 米国ドル以上の申請者、国別地球愛友好協会および地球愛社の申請者は、 正確で詳細な計画を提示しなければならない。

### 第 13章 OELO 会費

第38条 (ELFO) 0EL0 会員が、その会費を 0EL0 に支払った場合、その会員は、ELFO および 0EL0 系の子協会に会費を支払うことなく、その会員になることができる。 0EL0 は、全会員一律の会費を徴収することができる。

### 第 14章 紛争解決

第 39条 (1 名友好調停または 3 名友好調停の利用) 協力者と融資借受人との間の紛争については、まず、1 名判事仲裁裁判所または 3 名判事仲裁裁判所の ELFO 方式を利用することが望ましい。

第40条(1名判事仲裁裁判所または3名判事仲裁裁判所の利用 JAC またはTJAC の使用) 争う当事者の一方が当該調停の裁定に満足できない場合、1名判事仲裁裁判所または3名判事仲裁裁判所を利用することが非常に望ましい。

### 第15章 最終条項

第41条 (実効性) 本規則は、国内法および国際法上の合法性、各種手続きの完了、その遵守が明確になった日以降に効力を生ずる。その日付は、その後この憲章にて明示される。

**第42条(ELFOの非責任)** ELFOは、上記の日付より前に締結された取引について責任を負わず、このような交渉および取引は、地球愛オアシス機構外の単なる両者間の契約とみなされる。

### 協力者募集

-	申込日:			
-	氏名:			
-	国籍:			
-	職業:			
-	社会的地位:			
-	性別:			
-	生年月日:			
-	住所:			
-	メールアドレス:			
-	電話番号:携帯電話: 会社:			
-	FAX 番号:			
-	Line ID:			
-	WhatApp ID:			
-	融資可能な最高金額: US\$			
-	貸付条件:			
	・お金を使う目的:			
	• 返済期間:			
	利息: (単利または複利)			
	1回目の返済はUS &			
	2回目の返済はUS\$です			
契約が締結されると、テーブル利息が構成されるものとする。				
	ローンの利用者が返済期間内に返金できない場合、残額のインターストは XX%となる。			
	・第1、第2保証人が必要			
	• 担保貸付			
	・PayPal による返済			
_	仲買;所有者からの財産の合計の XX%と買い手の XX%ブロム			
_	- ELFOルールによる代表者:			

### 融資申込み

		1 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日	
-	出願日:		
-	氏名:		
-	顔写真		
-	国籍:		
-	職業:		
-	社会的地位:		
-	性:		
-	生年月日:		
-	住所:		
-	Linkedin ∅ URL:		
-	メイルアドレス:		
-	電話番号:		
-	FAX 番号:		
-	回線 ID:		
-	WhatApp ID:		
-	h です。申請者が希望する金額:		
-	貸付条件:		
•	お金を使う目的:		
	1.		
	2.		
	3.		
-	プロジェクトの詳細な説明:		
	返済期間:		
	興味:		
•	第1・第2保証人:		
	第1保証人(公証人の認証を受ける)		
	第2保証人(公証人の認証を受ける)		
•	担保貸付金:		
	第1セキュリティ。(推定値:US <b>\$)(上</b>		
	第2のセキュリティ。(推定値:US\$)(_	上記公証人の認証を受ける)	
	警備の写真		
•	PayPal または銀行振込による返済		
-	仲買;		
_	私の弁護士: (護士法に基づく弁護士で	ある旨を宣誓し、OELO 会員になること	(1)
	名前:		
	住所:		
	メイル アドレス;	• •	DAY
	電話:	Line;	FAX:

- ELFO ルールによる代表者: