# Rikio's Message on Sapporo Palace N.12

Respecting national and all humankind interests

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



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Harmony, 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

## My Dearest Precious ELFO FAMILY

I am very pleased and convinced that our members' economic cooperation with ELFO FAMILY will have very good influence not only upon their own prospect and ELFO's future in general, but also conducive toward world peace and amity. So that I want to promote further my ideas and their projects on the basis of mutual understanding and for interest of all humanity.

My idea of a project of establishing a Palace of Earth-Loving Peace and Amity (PELPA) in Sapporo is very dynamic, world-wide, comprehensive and significant.

I wish our cooperation be a good example for stimulating other ELFO members' activities. Therefore, as a rule, I would like to open our correspondence so that they might know also our and their steps, and how for them and us to go ahead well.

One of the characteristics of our project in Sapporo will be cooperation with many peoples of members of ELFO FAMILY as well as non-members. Secondly, I wish that our project in Sapporo



be conducive toward peace amity., multi-cultural understanding for one large blessed inclusive World Family.

# Rikio's Draft MOU on Project in Sapporo

In September 1, 2024, I presented the 1<sup>st</sup> draft MOU on Project of the PELPA in Sapporo, and continued the drafting work. I ask the GA of both the ELFO and OELO to deliberate and recognize my 4<sup>th</sup> Draft MOU on PELPA in Sapporo. I ask ELFO GA to adopt also recent additional rules.

Rosy phrases are added to recently, and *Italic is my comment*.

## Memorandum Of Understanding on Project in Sapporo

We Partners Concerning Project of XXXXX (Palace of Earth-Loving Peace and Amity in Sapporo (hereinafter referred to as PELPA). *The naming is provisional*],

recognizing that the realization of the present project is very significant for contributing to promotion of peace, friendship, welfare and trust among nations,

convinced that international cooperation for completion of this peaceful project will produce fruitful results, uniting peoples around the World,

Have Resolved To Combine Our Efforts To Realize Present Project of the PELPA.

ELFO members may suppose that the name of, for example, Earth-Loving Hotel or Earth Loving Oases etc. are better than the PELPA, but in this project there will be so many parties to the MOU that the project will be named by its original members of the MOU, I suppose.

Done at Sapporo city the ??th day of ?? month, two thousand twenty five.

I wish it will be the 1st day of January, two thousand twenty five.

## PART I. INTRODUCTION

## Article 1. Original Parties to the MOU Obligatory to invest

- 1. Original Parties to the Memorandum Of Understanding (hereinafter referred to as MOU) shall make up and update the present MOU, considering of promotion of peace, friendship, welfare and trust among nations, uniting peoples around the World.
- 2. Original Parties to the MOU, determined firmly to realize the present project, and for whom it is obligatory to invest are, in principle, the following persons.

Here the rule does not indicate concrete amount of money, so that one can send more or less capital in the present project PELPA.

a. Loanee-Enterpriser if it is created before effectuation of the present MOU.

But it will not be easy to find soon such company, an enterpriser, a self-governing body, or their mixed entity. If so, LOANEE-ENTERPRISER may not be an original party. In case of our ELFO member-enterprisers Messrs. Nehemie, Ivo, Alain etc. it was clear at the beginning stage that these enterprisers were the very Loanees.

- b. UN Diplomat Mr. Kisembo Abraham, Pres. of the OELO (Organization of Earth-Loving Oases);
  - c. Pres. Edmario Peixinho of the ELFO (Earth-Loving Friendly Organization);
  - d. A bank ZZZZZ to be in charge of accounting affairs of project PELPA;
  - e. A building contractor responsible to complete building of the PELPA;
- f. The member of ELFO FAMILY who will succeed in letting bankers or investors etc. to invest capital concerning present MOU;

g. Any Cooperators (bankers, investors etc.) who are ready to invest in the present project in Sapporo; and

## Article 2. Original Parties not obligatory to invest

The bellow-mentioned persons may be a party to the present MOU without any obligation to invest in the project of the PELPA, provided that they may invest if they wish.

- a. ELFO Hon. President and Hon. Prof. of Sapporo Univ. Rikio Kaneko;
- b. Political parties in Japan;
- c. Jurists and/or jurist organizations in Japan;
- d. Educators in Japan;
- e. Sportsman and/or organizations in Japan and around the world;
- f. Friendly organizations around the world;
- g. Religionists and/or religious organizations around the world;
- h. Financier and/or financial organizations around the world;
- i. Enterpriser and/or industries organizations around the world;
- j. Cultural persons and/or cultural organizations around the world; and
- k. other persons, organizations in Japan and around the world who are interested in the project of constructing the PELPA in Sapporo.

## Article 3. Character of this partners' group

1. This partners' group will be soft, and there will not be its President, Representative or Head of this group. The above-said bank ZZZZZ may be a Chair, in principle, with equal right of vote with others, but will not be superior over other partners. (Par in parem non habet jurisdictionen.

- 2. If the bank ZZZZZ is unwilling to be Chairperson of this soft group named provisionally Earth-Loving Amicable Fellows (ELAF, 地球愛友好仲間), the ELAF shall select its Chairperson.
- 3. Each party to the present MOU has equal right of vote in respect of procedural matters.
- 4. Regarding decision of amount of money and its flow for the present project, all the parties agree to vote system, within the framework of ELAF, namely a mitigated votes proportional to investment which is indicated in ANNEX I.

The system of votes proportional to investment of compression by one tenth, according to which, an investor of 1 unit money has 1 vote, an investor of 10 units 2 votes, an investor of 100 units 3 votes, for example.

## Article 4. Purposes of the MOU

Purposes of the present MOU are the followings:

a. to realize a project of establishment of an Palace of Earth-Loving Peace and Amity in Sapporo (Provisional naming: PELPA) designed in ANNEX II.

The ELFO FAMILY wishes that this kind of a PELPA be built in many other countries around the World. I appeal to ELFO FAMILY in general that If Russo-Ukranian war ends sooner or later, immediately let's challenge to create there this kind of PELPA.

- b. to make up one of the best choices of PELPA to be adopted world-wide;
- c. to promote multicultural exchange and interational cooperation;
- d. to be conducive to invigoration of economy in Sapporo and Hokkaido; and
- e. to promote interational tourism, welcoming tourists in PELPA.

## Article 5. Joining the MOU

The MOU is open not only to any Cooperator (banks, investors etc.) at the time of signature of the MOU, but also to any person ready to cooperate with partners of the present MOU.

## PART II. PPRESIDENT

## Article 6. Public Offering of an Loanee-Enterpriser's seat

1. The ELAF shall invite publicly an Loanee-Enterpriser of the present project PELPA from around the world though the PELPA will be located in Sapporo.

Of course, it is very desirable that a big strong Loanee-Enterpriser appear in Sapporo. Another choice, however, may be not to limit personal sphere to an enterpriser here in Sapporo for promoting international cooperation and multicultural understanding.

2. The Loanee-Enterpriser shall be such a person, organization or mixed form of enterprisers which is determined to carry out present project of the PELPA not only for Sapporo and one's commercial interest, but also for contributing to promotion of peace and friendship, uniting peoples around the World.

#### Article 7. Continuation of the ELAF

1. When the candidate for the Loanee-Enterpriser is recognized by the ELAF (Earth-Loving-Amicable Comrades) as such, and is willing to be now President of the ELAF it will welcome so by its majority decision, replacing Chairpersonship by Presidency.

2. When the new Loanee-Enterpriser is not willing to be ELAF President, then the ELAF shall elect its President from among the said fellow.

#### Article 8. President's first work

- 1. ELLAC President's first work is to swear an OATH and open one's POLICY as soon as possible. President shall mention in one's OATH partners' ideal to contribute to promotion of peace, friendship, welfare and trust among nations, uniting peoples' heart around the World.
  - 2. ELLAC President shall mention in one's POLYCY the following points.
    - a. to respect agreements concluded among parties to the present MOU;
    - b. to make the present project to be a good example for other countries;
- c. to elaborate the present project PELPA more in detail, especially on security;
  - d. to clarify if there is or not a possibility to increase loan;
- e. to explain future schedule especially on continuation of the present MOU, completion of establishment of the PELPA, commencement of selling flats, rooms and other spaces therein.

## PART III. LOANEE-ENTERPRISE'S RIGHTS AND DUTIES

## Article 9. Loan for projects of the PELPA

1. The Loanee-Enterpriser may receive total sum of 1,000,000,000 US \$ while Cooperators (bankers, investors etc.) are ready to remit up to that extent.

It is probable that by the end of this year of 2024 and brokers cannot collect

1,000, 000, 000 million \$, so that I suppose some Cooperators will remit their money separately in accordance with agreement among interested persons.

2. Even if the Loanee-Enterpriser does not receive total sum 1,000,000, 000, 000 US & by December 1st 2026, the said Loanee may begin its projects at any time on its own responsibility by its decision of majority of its members of the MOU.

See Article 8 on "Encouraging steps by LOANEE-ENTERPRISER".

When the LOANEE-ENTERPRISER receives the capital through these steps, it may begin its beginning work if the parties to the MOU decide it by majority vote.

3. Regarding capital sent to the LOANEE-ENTERPRISER by a Cooperator after September 1, 2025, it shall be refunded by 2035 in accordance with agreement between them.

## Article 10. Security and guarantors for the PELPA

- 1. The present matter will be clarified when ELAF President will be elected, he or she will state about the given situation and policy.
- 2. Until recognition of Loanee-Enterpriser by the ELAF, regarding this item, ELAF President shall consult a candidate for Loanee-Enterpriser if any, specialists, and interested persons.

I expect some influential person besides ELFO member will appear sooner.

3. When the Loanee-Enterpriser is recognized by the ELAF, the Enterpriser shall announce Joint Declaration, with the ELAF President, on security and guarantors for project of establishing Sapporo Palace.

#### Article 11. Refund and Interest to be paid to Cooperators

- 1. The total sum of loan with its interests shall be refunded within 15 years unless otherwise provided in individual agreement between Loanee-Enterpriser and Cooperators (bankers and investors etc.).
  - 3. The interest rate for 15 years will be 5 % to be applied every year unless otherwise provided in individual agreement between LOANEE-ENTERPRISER and the Cooperators.
  - 3. Supposing the present MOU will be effective in December 1<sup>st,</sup> 2026, LOANEE-ENTERPRISER may refund the said 1,000,000,000 US \$ to the Cooperators, by agreement with them, choosing one of following models:
    - a. Model A of Loanee-Enterpriser's light burden seen in an ANNEX III. A.
    - b. Model B of Loanee-Enterpriser's moderate burden seen in ANNEX II, B.
    - c. Model C of Loanee-Enterpriser's heavy burden seen ANNEX II, C.
    - d. Model D of mixed burden to which Loanee-Enterpriser and Cooperators agree.

#### Article 12. Failure to refund

- 1. When a Loanee-Enterpriser fails to refund in a given year above-mentioned, 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 unless otherwise provided in individual agreement between LOANEE-ENTERPRISER and the Cooperator concerned.
  - 2. Any partner shall not regard arrears of LOANEE-ENTERPRISER as unfriendly.

## PART IV. ENCOURAGING STEPS

At the beginning stage some money will be necessary for the Parties to the MOU. Main purpose of these encouraging steps is to facilitate start with preparatory capital.

#### Article 13. Encouraging 3 steps by the ELAF

- 1. The ELAF may encourage Cooperators' early determination of their investment by refunding, on the basis of an agreement, irrespective of the time of conclusion of the present MOU, to 1<sup>st</sup> runner of the investment with additional 3% of the sum, to 2<sup>nd</sup> runner additional 2%, to 3<sup>rd</sup> runner additional 1%, each of which is to be added to 5% provided for in Article 11, Paragraph 2.
- 2. In accordance with domestic law, any person around the world may be the 1<sup>st</sup> Runner, the 2<sup>nd</sup> Runner, or the 3<sup>rd</sup> Runner as one wishes.
- 3. Concrete conditions regarding remittance, refund etc. shall be agreed to between the Loanee-Enterpriser and the Cooperator.

You see here the necessity to make a bankbook of the ELAF, to which first runners will remit their money.

4. Any runners may attach conditions to one's readiness to invest as for the its amount, refund, interest, and circumstance of investment.

#### Article 14. The 1st Runners with 8% interest

1. ELFO Hon. Pres. Rikio, OELO 1st Pres. ELFO 2nd Pres. Kisembo, ELFO

Pres. Edmario, and ELFO 3<sup>rd</sup> Pres. Afua Amenyah shall be the obligatory 1st runner to demonstrate their firm determination to realize the present objects.

- a. Mr. Rikio shall invest at least 3,000 US \$;
- b. Mr. Kisembo shall invest at least 2,000 US \$;

Members know that in September 2024 he suffered severely from flood in his region. What shall we do? Let's think about special consideration for him.

- c. Mr. Edmario shall invest at least 1,000 US \$.
- d. Ms. Afua shall invest at least 7,000 US \$.
- 2. The bank in Sapporo mentioned in Article 1 shall be also an obligatory 1<sup>st</sup> runner to invest at least 3,000 US \$.
- 3. OELO 2<sup>nd</sup> and 3<sup>rd</sup> Presidents, Vice-Presidents shall be also the 1<sup>st</sup> runner to remit at least 500 US \$, provided that they may claim refund for one year with simple interest of 8%.
- 4. Any member of ELFO FAMILY may lend one's money to a specialist in investment to get maximum gain which is permitted by domestic law, enjoying the right to receive refund with 7% interest. The other 1% of the remittance will be remuneration for the said specialist.

## Article 15. The 2st Runners with 7% interest

- 1. The following members of OELO shall be the 2<sup>nd</sup> runner who may receive interest of annual 7% of one's remittance:
  - a. Head of the Board of directors;
  - b. Head of following Departments: a lodging business operator department, a lodging manager department, a lodging intermediaries department,

investment department and other necessary departments.

- c. Representative of Cooperators;
- d. Representative of Loanee-Enterprisers;
- e. Secretary-General.
- 2. The 2<sup>nd</sup> Runners shall invest at least 500 US &.
- 3. Any member of ELFO FAMILY may lend one's money to a specialist in investment to get maximum gain which is permitted by domestic law, enjoying the right to receive refund with 6% interest. The other 1% of the remittance will be remuneration for the said specialist.

#### Article 16. The 3rd Runners with 6% interest

- 1. The following members of the ELFO and the ICO shall be the 3rd runner who may receive interest of annual 6% of one's remittance:
  - a. Each Head of principal organs of the ELFO;
  - b. Members of Interstate-Council which is composed more than 350 diplomats of ministry of foreign affairs as of July 26, 2024.
  - c. Secretary-General.
  - 2. The 3rd Runners shall invest at least 300 US &.
- 3. Any member of ELFO FAMILY may lend one's money to a specialist in investment to get maximum gain which is permitted by domestic law, enjoying the right to receive refund with 5% interest. The other 1% of the remittance will be remuneration for the said specialist.

#### Article 17. Remittance

- 1. International remittance of money among the present partners shall be conducted through Paypal unless otherwise agreed.
  - 2. The WW shall have its own bankbook exclusively for its projects.

Then a member may send money directly to the bankbook. But in this case remittance route may be through some banks, and its fee maybe surprisingly expensive while the fee is almost gratis through the Paypal.

#### Article 18. Zoom Amicable Meeting (ZAM)

- 1. The ELAF and WW Loanee-Enterpriser together shall conduct ZAM (Zoom Amicable Meeting) where partners may talk about any topics concerning the present project, enjoying the meeting.
- 2. They shall welcome not only Japanese, but also such foreigners as are interested in establishing their Palace of Earth-Loving Peace and Amity (PELPA) in their countries. So that they shall conduct the said ZAM in English at least once a week.
- 3. When PELPAs are established in other countries, the PELPA in Sapporo shall cooperate with them, making the most use of Zoom Amicable Meeting.

## PART V. BROKER

#### Article 19. Definition of a broker

1. In accordance with one's domestic law any person, not only a Japanese or

Japanese entity, but also any entity around the world may be a broker of the present MOU. (As for broker, see http://mopw.org/elo%20n3.pdf)

- 2. By the present MOU a 'broker' means any member who invited a person to join the ELAF (Earth-Loving Amicable Fellows), wants this fellow to invest in project of PELPA and/or who succeeded in matching the Cooperator with a Loanee-Enterpriser.
  - 3. Brokers' names are added to the present MOU.

## Article 20. Invitation in writing

- 1. In our MOU a simple oral invitation is not enough, it shall be sent to an invitee individually in writing, and shall be answered also in writing.
- 2. The person who succeeded in inviting an Loanee-Enterpriser and/or a Cooperator (bankers or investors etc.) will be their Representative.

## Article 21. Brokerage

When the above said Cooperator sends capital to the Loanee-Enterpriser by a contract, unless otherwise stipulated, the broker will get 1% of the remittance from a Cooperator.

## Article 22 Supplementary investment

1. When a broker cannot intermediate satisfactorily between a Cooperator and an Loanee-Enterpriser for 6 months since the Cooperator's accession to the present MOU, any party to it may be a partner to supply money to be sent to the Loanee-

## Enterpriser.

2. In this case this party may get 1% brokerage of the remittance.

## PART VI. REPRESENTATIVE

## Article 23. Definition of Representative

- 1. In the present MOU 'Representative' means a member who succeeded in inviting a person to enter the ELAF.
- 2. In case of existence of Representative system in a given organization interested in the present MOU, the system may be applied to in the framework of the MOU.

#### Article 24 Representative and Assistant

- 1. By the present MOU neither Representative nor an assistant to an Loanee-Enterpriser or a Cooperator, in principle, is a broker, provided that any assistants may get gains by their contract with a party to the present MOU.
- 2. Representative may receive reflecting interest of 1% of remittance sent to Loanee-Enterpriser from a Cooperator.

In case of the ELFO FAMILY, 10% of the one's gain shall be donated to the ELFO FAMILY.

## Article 25. 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, their Representative may receive from them a certain amount of gain as reflecting interest at least 1% of the remittance respectively.

## PART VII. ASSISTANT

## Article 26. Wide gates for gain by any person around the world

- 1. By a contract any person around the world as an assistant to Cooperators, Brokers, or Loanee-Enterprisers may gain 1 % of the remittance sent by one's effort to the Loanee-Enterpriser.
- 2. Their gain shall be not of brokerage character, rather that springs out as a result of useful and significant service for Cooperators, Brokers, or Loanee-Enterprisers.

In case of an ELFO member, when 100 million US \$, for example, is remitted by a Cooperator (a bank, an investor etc.) whom you invited to join ELAF, (1) you can get its 1 % gain, that is, 1 million US \$.

(2) From among above 1% of the remittance its 5 % shall be donated to the OELO, and 5 % to its mother organization ELFO. In case of the above-mentioned example, 5 % of 1 million, that is, 50,000 US \$ will be donated to the OELO and also 50,000 US \$ will be donated to the ELFO.

## Article 27. Assistant's immunity from obligation

An assistant may be immune from any obligation so long as one acts in accordance with the present MOU, respecting one's superior 's lawful instruction.

#### Article 28. Prescribed contract

The prescribed contract provided for in Article 26 is annexed to the present

MOU as ANNEX IV, which will be opened in the website of the ELAF.

## PART VIII. FINANCE

## Article 29. Preparatory costs

1. Preparatory costs for making up the MOU and creating the ELAF (Earth-Loving Amicable Fellows) will be furnished by donation and debts, provided the latter may be repaid without interest.

2.Its fisrt Accountant Bureau will be situated in the HOUSE for Peace, Welfare and Friendship which is Nishioka, Toyohiraku, Sapporo, Japan.

## Article 30. Accountant Bureau of 2<sup>nd</sup> stage

- 1. At the beginning stage of the activities of the ELAF an accountant bureau for the present projects will be created in an original member-bank ZZZZZ ready to be a party to the present MOU. (See Article 1)
- 2. From the 2<sup>nd</sup> stage when Presidency was recognized by the ELAF (Article 7), the bank ZZZZZZ shall make an entry of burdensome items of financial affairs among partners, so it will continue to receive 1% commission from remittance sent from a Cooperator.

## Article 31. A Fundamental Agreement on PELPA

Regarding fundamental structure and bank bookkeeping of the new PELPA, President of the ELAF shall talk with the Loanee-Enterpriser and the bank provided for in Article 1, and conclude a Fundamental Agreement on PELPA to be followed as a standard by future PELPAs around the world.

## PART IX. SETTLEMENT OF CONFLICTS

## Article 32. Sending 1st and 2nd Document

- 1. Parties to the present MOU, when they cannot settle their conflict by themselves and wish the ELAF to help them resolve the difference, shall present their 1st documents, to the ELAF Secretary-General, on their conflict, stating relevant points or opinion on facts, not mentioning lawfulness or unlawfulness of their acts.
- 2. The conflicting parties shall present their 2<sup>nd</sup> documents, to the Secretary-General, stating one's reply to the points which the other party posed in the 1<sup>st</sup> document.
- 3. Secretary-General may pose questions on ambiguous facts, and shall clarify them more in detail, and send all the documents of the given case to the ELAF President.

#### Article 33. Conciliation Commission

- 1. ELAF President shall organize a Conciliation Commission (CC).
- 2. Neither a CC member nor a conflicting party shall correspond directly in writing, they may do it via an ELAF secretary.
  - 3. If any party does not agree to an award by the CC, the conflict shall be

settled, unless otherwise provided, in Sapporo by other legal means including conciliation.

Regarding ELFO members conflicts among them, they shall try to settle inter-members' difference within the frame of the ELFO's system at the first stage. When any ELFO member-party to the MOU is dissatisfied with its conclusion, another means may be used. Within the ELFO a conflicting party shall try to use 3 Persons' Investment Conciliation or 3 Judge' investment arbitration.

## PART X. FINAL PROVISIONS

#### Article 34. Establishment of the PELPA

The ELAF shall agree, in the FAPELPA provided for in Article 31, not only to accounts of the PELPA, but also the below-mentioned fundamental matters as follow:

- a. future relations between the ELAF and the PELPA;
- b. legal form of the PELPA on whether to create it as a stock company, or foundation etc.;
- c. perfect independent character of the PELPA; and
- d. cooperation among the PELPA in Sapporo and other PELPAs in other countries.

## Article 35. Remaining force of the present MOU

- The present MOU shall be respected even though the PELPA will begin its activities, provided that the staffs of the ELAF (Earth-Loving Amicable Comrades) may be increased or decreased in accordance with situation.

#### Article 36. Continuation of activities of the ELAF

- 1. ELAF members shall try to maintain continuation of the ELAF itself for the following purposes:
  - a. to cooperate with the PELPA in Sapporo for its more hopeful growth; and
  - b. to promote international cooperation for creation of more PELPAs around the world.
- 2. In order to abolish the ELAF it shall be decided by a majority of two-thirds or more of its members, provided that some staffs may create a liaison office for former fellows and further international cooperation for creating the PELPAs in other countries.

## **Article 37 Custody**

- 1. The MOU is will be in the custody of the PELPA in Sapporo and ELFO Secretariat.
- 2. The MOU shall be open in the PELPA website, provided that it may be shown provisionally in ELFO FAMILY's web-site http://mopw.org

#### Article 38 Effectuation of the MOU

- 1. So far as Articles 14~16 are concerned, they may be effective when the ELAF and the first runner conclude an agreement on concrete conditions.
- 2. After more than 50 ELAF original members are enrolled in the ELAF, the present draft MOU may come into effect, even if parties' legal seal lack, at the date when the draft MOU is opened in the ELAF website or in ELFO website (<a href="http://mopw.org">http://mopw.org</a>) and since then for a week there does not appear any objection to it.

#### Article 39. Withdrawal

- 1. When a party to the present MOU wishes to withdraw from the MOU and projects, he or she shall inform beforehand at 2 months notice.
- 2. If less than 2 months passed since the party's accession to the present MOU, he or she can receive 90% of refund, but if more than 2 months passed, the partner cannot receive refund, and shall try to maintain one's contract.

## Article 40. Succeeding Parties having invested

- 1. 'Succeeding Parties having invested' means those a partner who acceded the present MOU after its effectuation and invested in project of the PELPA.
- 2. These succeeding parties will have the same conditions of loan as the original partners.

#### Article 41. Succeeding Parties not obligatory to invest

'Succeeding Parties not obligatory to invest' means those parties who acceded to the present MOU after its effectuation and has not any obligation to invest, but determined to be conducive for growth of the PELPA in Sapporo and establishment of many PELPAs around the world. Their honorable names are as follow:

## Article 42. MOU Parties and Donators shall be praised forever

- 1. Parties' and Donors' fair names shall be carved permanently in the ANNEX V of the present MOU as well as in archives of the PELPA with their detailed information.
- 2. The ANNEX IV shall be an indivisible part of the present MOU. MOU Parties and Donators shall be thereafter praised forever as pioneers of promotion of peace and amity around the world for all humanity.

#### ANNEX I. Votes in the ELAF (Earth-Loving Amicable Comrades)

The present MOU, Article 3, Paragraph 4 stipulates that "Regarding decision of amount of money and its flow for the present project, all the parties agree to vote system, within the framework of ELAF, namely a mitigated votes proportional to investment which is indicated in ANNEX I."

In accordance with this rule parties to the MOU agree to the following table:

an investor of 1 unit money (1 dollar) has 1 vote; an investor of 10 units money (10 dollars) 2 votes; an investor of 100 units money (100 dollars) 3 votes; an investor of 1,000 units money (1,000 dollars) has 4 votes; an investor of 10,000 units money (10,000 dollars) 5 votes; an investor of 100,000 units money (100,000 dollars) 6 votes; an investor of 1,000,000 unit money (1,000,000 dollars) 7 votes; an investor of 10,000,000 units money (10,000,000 dollars) 8 votes; an investor of 100,000,000 units money (100,000,000 dollars) 9 votes; and investor of 1,000,000,000 units money (1,000,000,000 dollars) 10 votes.

#### N.B. 1.

"Decision of amount of money and its flow for the present project" is important item in the present MOU, so that the rule may be revised by a majority of two-thirds or more.

#### N.B. 2.

The above-mentioned vote system shall be applied restrictively within the ELAF, so that it shall not influence at all upon the vote system of Loanee-Enterpriser and the PELPA (Palace of Earth-Loving Peace and Amity).

#### ANNEX II. The PELPA of High Building

We can suppose several kinds building of the PELPA in Sapporo, the following is one of them. A better choice, however, must be studied by the ELAF and/or the PELPA.

#### 5th floor and above: a hotel, guest house, and individual rooms

- A. Almost all floors will be used as accommodation facilities, with consideration given to making it easy for domestic and foreign athletes, general foreigners, international students, and international trading company.
  - B. Foreign-style rooms, spaces for indigenous peoples and ethnic minorities.
- C. To allow foreigners to experience homestays in Sapporo, several Japanese-style 2LDK and 3DK rooms will be provided. Several rooms will also be reserved for nearby university students.



## 4th floor: Spaces or offices for each region and country.

- A. Spaces for regions such as North America, South America, Pacific Australia, Northeast Asia, Southwest Asia, Africa, Middle East, and Europe, or rooms for each country will be provided.
- B. The wishes of the users will be respected as to which fields (economy, culture, or other) they wish to use the facilities for.

## 3rd floor: Stage for various presentations, movies, FM radio broadcasts.

A. On the stage, various types of singing and dancing, plays (with Japanese subtitles for foreign language lines), lectures, etc.

- B. There is a screen at the front, audio equipment and overhead projectors can be used, dressing rooms, and equipment for simultaneous interpretation.
- C. The FM radio station in this hall will be called "Earth-Loving FM Sapporo" (tentative name).

## 2nd floor: Multipurpose hall for culture, language, sports, etc.

- A. Kabuki (Japanese music, Western music, children's songs, jazz, rock, ballet, hula dancing, karaoke)
  - B. Teaching Japanese and major world languages (language classes)
- C. Sports: Kendo, Judo, table tennis, Tai Chi, Taekwondo, yoga, rooms for the Paralympics, etc.
- D. Go, chess, etc. Children's games from around the world (for children of adults visiting Sapporo Dome)
- E. Showers, small public baths, saunas, foreign-style saunas, etc.



#### 1st floor: Tea room, Japanese food, coffee shop, rotating ethnic cuisine

- A. Tea room in front of the entrance (visitors are entertained here)
- B. Focus on Japanese cuisine. Considering that Japanese cuisine has been registered by UNESCO.
- C. Rotating ethnic cuisine is also a major feature on the first floor, with 4 rotations of samples of typical dishes from various ethnic



groups, mainly sushi. If you like what you sample, you can immediately go to that ethnic restaurant.

1st basement: a parking garage
2nd basement: a parking garage
3rd basement: a parking garage

## ANNEX III. Models of Refund

In accordance with Article 11, an Loanee-Enterpriser may refund the loan to the Cooperators, by agreement with them, choosing one of following models:

#### a. Model A of Loanee-Enterpriser's light burden

An Loanee-Enterpriser may not refund any principal (capital 元本) and its interest for 2 years.

#### b. Model B of Loanee-Enterpriser's moderate burden

An Loanee-Enterpriser may not refund any principal (capital  $\overline{\pi}$  $\Rightarrow$ ) but its interest for 2 years.

## c. Model C of Loanee-Enterpriser's heavy burden

An Loanee-Enterpriser may not refund any principal (capital 元本) and its interest for 1 year.

#### d. Model D of LOANEE-ENTERPRISER's heavier burden

An Loanee-Enterpriser may not refund any principal (capital 元本) but its interest for 1 year.

#### e. Model E of LOANEE-ENTERPRISER's heaviest burden

An Loanee-Enterpriser shall refund principal (capital 元本) and its interest from the 1<sup>st</sup> year.

# f. Model F of mixed burden to which LOANEE-ENTERPRISER and Cooperators agree.

An Loanee-Enterpriser may refund principal (capital 元本) and its interest in accordance with agreement between them.

## ANNEX IV. Prescribed Contract for an Assistant

Any person may be an assistant to Cooperators (bankers, investors etc.), brokers, or/and Loanees by a contract who may, in their names, invite a new Cooperator or a Loanee. (OELO Charter, Article 48. <a href="http://mopw.org/elo%20n15%20char-e-240810.pdf">http://mopw.org/elo%20n15%20char-e-240810.pdf</a>.

I expect especially many persons interested the PELPA to pay utmost attention to this kind of popular contract to which, in principle, any person may be a contracting party and may be wealthy and conducive to the world peace and amity.

Below you can see, for example, a draft Contract between a broker E. P. (let's name him or her so) and, in principle, any person (let's name A. P.)

## A Contract between E. M. and A.P. on Amity and Cooperation

E.M. and A. P. have honor to have concluded the present Contract between E.M. and A. P. on Amity and Cooperation.

## Article 1. One of great sources of happiness

Both contracting parties shall make efforts so that present Contract be one of great sources of happiness for us and ELAF members by demonstrating a good example of promoting peace, amity and cooperation between us as well as among peoples.

#### Article 2. 1 % of remittance

- 1. A.P. shall help E.M. invite Cooperators or Enterprisers to the ELAF, receiving 1 % of remittance which was sent by A.P.'s effort to the Enterprisers.
  - 2. By an agreement A.P. may also be Loanee-Enterpriser WW (as named in

Article 1)'s good Assistant to invite, in WW's name, potential Cooperators (bankers, investors etc.) for him, receiving 1 % of remittance which was sent by A.P.'s effort.

In the case of ELFO from among above 1% of the remittance its 5 % shall be donated to the Organization of Earth-Loving Oases (OELO), and 5 % to its mother organization ELFO (Earth-Loving Friendly Organization) which, when it received the said 5 %, shall donate immediately its 20 % to national Red Crosses of belligerent States for children suffering from war.

#### Article 3. A due form of invitation

A.P. shall send invitatory message which reads, in principle, that A.P. is a member of the ELAF, and a personal assistant to a broker E.P.; that E.P. and I are making utmost efforts to realize establishment of the PELPA in Sapporo; and that the Loanee-Enterpriser will be very pleased if (Cooperator's name) is interested in them, seeing its MOU (Memorandum of understanding) attached to the present message.

## Article 5. Immunity from obligation

A.P. may be immune from any obligation so long as A.P. acts in accordance with OELO Charter, respecting E.M.'s lawful instruction.

#### Article 6. Settlement of conflicts

- 1. When E.M. and A.P cannot settle their conflict by themselves and wish the ELAF to help them resolve the difference, shall present their 1<sup>st</sup> documents, and 2<sup>nd</sup> document as provided for in the present MOU, Article 31.
- 2. Conciliation Commission shall be organized as stipulated in the present MOU, Article 32.
- 3. If any party does not agree to an award by the CC, the conflict shall be settled, unless otherwise provided, in Sapporo by other legal means.

## Assistant's Helper

I, Kaneko Rikio, am extremely busy as I have to assist various Cooperators (bankers, investors, etc.), brokers, and Loanee-Enterprisers as an Assistant. Therefore, if possible, I would be very happy if you could become a private Helper for me.

Even in the case of a personal Helper, the above-mentioned "Prescribed Contract for Assistants" will generally apply. Unless otherwise specified, the Assistant's personal Helper will receive 80% of the amount of "1% of remittance" stipulated in this prescribed contract.

In my case, as Hon. President and an Assistant under this MOU, I would like to accelerate investment with my Helper's 80% share and my 20% share.

#### ANNEX V. List of Contributors to the Sapporo Palace

There are 2 kinds of promoters: A. Investing promoters, and B. Promoters without investment. (See MOU, Articles 1~2, 13~16)

## A. Investing promoters

- 1. Rikio Kaneko, ELFO Hon. President (500,000 yen. Conditions: PPP agreement with Sapporo City; 3-year repayment period; 1st runner)
- 2. Abraham Kisembo, Pres. of OELO (Organization of Earth-Loving Oases) (2,000 US\$. Conditions: PPP agreement with Sapporo City; 3-year repayment)
- 3. Edmario Peixinho, ELFO President (2,000 US\$. Conditions: PPP agreement with Sapporo City; 3-year repayment; 1st runner)
- 4. Afua Amenyah, ELFO 3<sup>rd</sup> President (700 US &, Conditions: Standard reservations to be adopted by the ELFO GA. See at p.30)
- 5. Satoshi Miura (500 US\$, Conditions: PPP agreement with Sapporo City; 3-year repayment; 1st runner)
- **6. Amba Malace, OELO Vice-Pres**. (500 US\$, Conditions: PPP agreement with Sapporo City; 3-year repayment period; 1st runner)
- 5. Minako Sasaki, Hon. Pres. Rikio K's sister (50,000 yen. Condition: Conclusion of PPP agreement with Sapporo City; 3-year repayment; 1st runner)
- 6. Hiroyuki Sasaki, Hon. Pres. Rikio K's nephew (10,000 yen. Conclusion of PPP agreement with Sapporo City; 2-year repayment period, 1st runner)
- 7. Ken Kaneko, Hon. Pres. Rikio's nephew (10,000 yen. Conclusion of PPP agreement with Sapporo City; 2-year repayment period; 1st runner)
  - 10. Yuba Nath, ELFO Chief Councilor of Interstate Council

The following Diplomats are of Mininistry of Foreign Affairs
Obligatory to invest at least 300 US \$ by MOU, Article 16, Paragraph 2

By the end of this month (OCT 31, 2024), by ELFO GA's decision, the following 4 points will be regarded as standard reservations for the 3<sup>rd</sup> Runners including ELFO Diplomats of MFA, unless otherwise another reservation is posed by them.

1st reservation that you will invest if the project will be realized by PPP with Sapporo city;
2nd reservation that original preparatory capital will be accumulated enough for refund;
3rd reservation that one's refund shall be remitted during 3 years with 6% interest.
4th reservation that if Loanee-Enterpriser fails to refund, interest will be 7% after 4th year, 8% after 5th year.

Albania: Viola Kaloshi, Besnik Konci, Eglantina Gjermeni, Ardit Kurti

Afganistan: Noor Ahmadzai, Darrehee Islam, Najibullah Safi

Algeria: Imen Misraoui, Sabri Boukadou

Angola: Nicole Enriquez,

Antigua and Barbuda: Clarence E Pilgrim

Argentina: Embajador Frydman, Bahrain Mona Radhi LL.M., Marta Gabrieloni

Bangladesh: Alauddin Vuian, Mohammad Jasim Uddin, Alamgeer Hossain

Belgium: Jo Sullivan, Frank Van Dd Cren, Cristina Funes-Noppen,

Belorus: Alesja Gorkusha; Romanos Raad

Benin: Vincent Sayi, Sanata Elisabeth Lahami

Bhutan: <u>Lhatu Wangchuk</u>

Bosnia-Herzegovina: Boro Bronza, Haris Lukovac,

Botswana: Maria Morapedi Ciwen, <u>Prof.dr Murat Ramadanovic</u>

Brazil: Christiane Aquino Bonomo; Francisco Luz, Celia del Bubba, Lilian Schiavo

Bulgaria: Radion Popov, Latchezar Petkov, Antoaneta Dimitrova, Elena Poptodorova

Burkina Faso: Kayouro Wenceslas Coulibaly

Cameroon: AongBebey Blaise,

Canada: <u>Damien Pereira</u>, <u>Margaret M Cullen</u>

Central Africa; Check Hamodi

China: Chongwu Fu Rosheel Singh;

Congo: Cyril Musila;

Comoros; HE Sir Gladwin Tan

Costa Rica: Mariela Cruz, Victor Rojas, Dr. Walter Fonseca Ramirez

Croatia: Hrvoje Cikovic, Josip Buljević,

Cypros: Carl Kemal Akih, Mavromatis,

Czhech Republic: Kayouro Wenceslas Coulibaly

Denmark: Mufeed Shami,

Dominica: Federico Alberto, Cuello Camilo

Egypt: <u>Amr Mahisin</u>, <u>Karim El Sharkawy</u>, <u>Sherif Eissa</u>, <u>Mohammad Moheq</u>, <u>Hatem Elatawy</u>; <u>Hany Rabea</u>, <u>Hadi Eltonsi</u>, <u>Achraf Ibrahim</u>, <u>Moayad Eldalie</u>, <u>Mahmoud Ezzat</u>, <u>Reda Bebars</u>,

## Ahmed Shehabeldin, Ahmed El-Shaarawy

England: Abdirazak Ashkir, Karim El Sharkawy, Harriet Cross, Kirk Hollingsworth; Mahmoud Gsais; Ahmed Shehabeldin; Ahmed Shehabeldin;

El Salvador: Sergio Gallardo,

Ethiopia: <u>Ewnetu B.Debela</u>, <u>Merhawit Hadush</u>, <u>Ewnetu B.Debela</u>, <u>Merhawit Hadush</u>, <u>Terefe</u>

<u>Burka OKOLI</u>, <u>Henok Seifu Merid</u>, <u>Genet Teshome Jirru;</u> <u>Gatluak Reath Bayak</u>, <u>Dr Aziza</u>

<u>Geleta</u>; <u>Kebede Abera;</u> <u>Helina Dinku;</u>

Fiji: Saula Sovanivalu, Isha Verma, Jaljeet Kumar, HE Kamlesh Prakash

Finland: Mika Finska

France: Jacques Maire

Ghana: Williams Amoah, Jaljeet Kumar,

Greece: Kire Ilionski Ph.D, Alexandros P. Mallias

Guinea Bissau: Marcelino Gomes

Haiti: Marc-Edouin Juste, Sabrina Pierre

Honduras: <u>Iván Romero-Martínez</u>

Hungary: Attila Erdős, Barbara Horváth, Barbara Horváth

India: Dr Leo Rebello, Srikumar Menon, Yogesh Gupta, Deepak Vohra, Gauri Shankar Gupta,

## <u>Kokula Krishna Hari K</u>

Indonesia: Kire Ilionski Ph.D

Iran: Milad Rabbani, Habib Karamvand, Yusef Ghane, Majid Ghahremani

Iraq: Muhammed Said Sahib, Atheer Alsaedy, Safaa Yaseen, Mohammad Hossein Emadi, Safaa Yaseen, Methag Rashad, Methag Rashad;

Israel: Noah Gal Gendler, Raphael Schutz, Violet Di'chencko, Kobbi Shoshanizun, Cheikh Niang

Italy: Amedeo Trambajolo, Chiara Massarotto

Ivory Cost: Bernard LECLERC, Arnaud Dibi

Jordan: Mohammad Alibour; Taleb Rifai;

Kazachstan: Aydos Bespayev

Kenya: Lameck Ombaba

Kyrgyz: Chingiz Eshimbekov; Muktar Djumaliev

Kuwait: Sundus Alfaresi, Salman Shaharyar

Lebanon: Nehme Khawly; Dr Douraij Al Achkar; Jean Bou Maachar;

Lethoto: Richard Ramoeletsi, Khalil Mohamad

Latvia: Indulis Berzins

Liberia: Elias Shoniyin

Lithuania: Eduardas Borisovas,

Macedonia: Zoran Jolevski, KIRE ILIOSKI Ph.D, H.E. Dr. Toni Atanasovski MSc

Malawi: Jane Frances Nankwenya, Nir Gess, Grenenger Banda

Malta: <u>Ahmad Aziz</u>, <u>Marcello Patti</u>, <u>Mark Causon</u>, <u>Thales Castro</u>, <u>Gordon Pace Bonello</u>; <u>Alex Sceberras Trigona</u>;

Mexico: Mario Beltrán Mainero, Lily Alva, Sergio, Inclan Ph.D., Carlos Vilchis, Eleazar Benjamin,

Moldova: Valeriu Chiveri;

Mongolia: Ariunbold Yadmaa, Davaadorj Khishigdelger, Ayurzana Kharaavch, Avirmid Battur

Morocco: Moncif Cherkaoui Jaouad, Abdelmalek Kettani, .Siham Mourabit; M'barek Afekouh;

Myanmar: Phway Ei Thaw Lwin; Khaled Abdelrahman; Thein Min Htun;

Namibia: Riaan Eksteen PhD,

Nepal: Mr. Bhuwan Paudel, Shankar Sharma, Yuba Nath Lamsal

Netherland: Hans G. Smaling, Rita Dulci Rahman,

Niger: Bruno Hoter,

Nigeria: Ebiye Tombiri, Ostitadinma Anaedu, Mary ozonwanji; Francis Leye;

Oman: Elie Sleiman

Pakistan: Faisal Abro

Palau: Antonis Haralambous

Palestina: Mohamed Khanfar, Linda Sobeh Ali; Mohammed Tarshahani

Philippine: Jesus S. Domingo, <u>John S. Kramer</u>

Poland: Marcin Krol, Tomasz Tywańczuk, Robert Nowakowski; Beata Pęksa

Portugal: Ahmed Amine BOUGUERRA, José Costa Pereira

Russia: Andrey N. Chernyshov, Acef Said; Dmitry Sharapov;

Saint Lucia: Caterina Cicerone

Seychelles: James Alix Michel

Senegal: Dramane Samoura, Cheikh Niang

Serbia: Vesna Arsic,

Sierra Leone: Johnny Sahr, Amb. Hon. Victor Bockarie Foh

Singapore: Mathieu Hervillard Le Peillet (cf. Vanuatu)

Slovenia: <u>Anita Stankovic Pavlic</u>, <u>Matjaz Sinkovec</u>

Somalia: Ahmed Khaire,

Sri Lanka: Rasheed A.M, Dr Palitha Kohona), M.H.M.N. Bandara

South Africa: <u>Carmen Smidt</u>, <u>Nokuphumla Mabena</u>, <u>Vika M. Khumalo</u>, <u>Fatima Ibrahim</u>, <u>Afua Amenyah</u>

South Sudan: <u>Duol Ruach Guok</u>, <u>Nehme KhawlyNehme Khawly, PhD</u>, <u>Jackson Athian</u>

<u>Manot</u>

Spain: Juan Manuel López Nadal

Sudan: Sarah Hisham, Musab N. Ibrahim, Osman Mohammed, Arwa Salih

Sweden: Ola Johansson

Switzerland: Othmar Hardegger, Aa Reza Firdaus; Steivan 斯文 Defilla 德; Hansjoerg Meier;

Tanzania: Edward Lowassa

Tajikistan: Khusrav Noziri:

Thailand: Embajador Frydman, Prae Ontira Amatavivat

Togo: <u>Théodore TEBOU</u>,

Tunisia: Lamia Kedadi Siala,

UAE: Vanda Lopes,

Uganda: Eric Araali

Ukraine: Natalia Holub Kotlarchuk, Natalia Radyvynchuk;

Uruguai: Alberto Guani

USA: Patricia Moller, Krishna Urs, James Knight; James Knight; Bill Franciscus;

Vanuatu: Bernard Leclerc, Odo Tevi, Mathieu Hervillard Le Peillet (cf.Singapore)

Venezuela: Claudia Salerno Caldera,

Yemen: Waleed Mozahem

Zambia: Oscar Shitima, Benjamin Katongo,

Mohieddine BEN JEMAA
Shawqy AlWaily

## B. Promoter without investment obligation

Sajiro Aoki, Amb. of Sapporo City for Tourism.

Kunihiro Matsumoto. ELFO Secretary of the Secretariat