

DRAFTING COMMITTEE
PROPOSAL
(submitted by the Delegation of France)

Article 5

For the purposes of this Convention, the obligor is located in a State if it is incorporated or registered or has its registered office or its principal place of business in that State.

Article 8

An interest is constituted as an international interest under this Convention where the agreement creating or providing for the interest:

- (a) is in writing;
- (b) relates to an object in respect of which the chargor, conditional seller or lessor has power to enter into the agreement;
- (c) enables the object to be identified in conformity with the Protocol; and
- (d) in the case of a security agreement, enables the secured obligations to be identified~~], but without the need to state a sum or maximum sum secured].~~

Article 9

1. – In the event of default in the performance of a secured obligation, the chargee may exercise any one or more of the following remedies:

- (a) take possession or control of any object charged to it;
- (b) sell or grant a lease of any such object;
- (c) collect or receive any income or profits arising from the management or use of any such object;
- (d) apply for a court order authorising or directing any of the above acts.

2. – Any remedy given by sub-paragraph (a), (b) or (c) of the preceding paragraph shall be exercised in good faith.

*Article X**

1. – In the interpretation of this Convention, regard is to be had to its purposes as set forth in the preamble, to its international character and to the need to promote uniformity and predictability in its application.

2. – Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the applicable law by virtue of the rules of private international law.**

* This Article will be inserted somewhere at the beginning of the Convention.

** Cf. Article 7.2 of the 1980 United Nations Convention on Contracts for the International Sale of Goods and Article 6.2 of the 1988 Unidroit Convention on the International Financial Leasing.