

including those in which one or more Participants or the Plan Processor (or any Representatives of one or more Participants or the Plan Processor) are named as parties, regardless of whether CATLLC is also named as a party.

Governing Law Clause in the CAT Reporter Agreement

7.11. *Governing Law.* THIS AGREEMENT, AND ALL MATTERS BETWEEN CATLLC AND CAT REPORTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY LAWS, RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK.

Jury Waiver Provision in the CAT Reporter Agreement

7.13. *Waiver of Jury Trial.* EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM IN CONNECTION WITH, RELATING TO, OR ASSOCIATED IN ANY WAY WITH THIS AGREEMENT, CAT REPORTING, OR THE CAT SYSTEM. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, CAT REPORTING, OR THE CAT SYSTEM, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

Disclaimer of Warranties Clause in the CAT Reporter Agreement

5.5. *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CATLLC, THE PLAN PROCESSOR, AND THE PARTICIPANTS DISCLAIM ANY, AND MAKE NO, REPRESENTATIONS OR WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE CAT SYSTEM OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT. THIS DISCLAIMER INCLUDES, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF OR RELATING TO: MERCHANTABILITY; QUALITY; FITNESS FOR A PARTICULAR PURPOSE; COMPLIANCE WITH APPLICABLE LAWS; NON-INFRINGEMENT; TITLE; AND SEQUENCING, TIMELINESS, ACCURACY OR COMPLETENESS OF INFORMATION.

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APPENDIX F

[proposed additions]

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Forum Selection Provision in the CAT Reporting Agent Agreement

7.9. *Forum Selection.* EXCEPT AS OTHERWISE PROHIBITED BY FEDERAL LAW OR OTHERWISE PROVIDED BY SECTION 11.5 OF THE CAT NMS PLAN, FOR ANY DISPUTE, CONTROVERSY, OR CLAIM IN CONNECTION WITH, RELATING TO, OR ASSOCIATED IN ANY WAY WITH THIS AGREEMENT, CAT REPORTING, OR THE CAT SYSTEM, THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE NEW YORK STATE SUPREME COURT FOR NEW YORK COUNTY IN THE BOROUGH OF MANHATTAN, INCLUDING THE COMMERCIAL DIVISION. Each Party hereby agrees to commence any such action, suit, or other proceeding in (i) the United States District Court for the Southern District of New York, or (ii) if such action, suit, or other proceeding cannot be brought in such court for jurisdictional reasons, to commence such suit, action, or other proceeding in the New York State Supreme Court for New York County, borough of Manhattan, and seek assignment to the New York County Commercial Division whenever the jurisdictional requirements for Commercial Division assignment are met. Service of any process, summons, notice, or document by U.S. registered mail to such Party's respective address shall be effective service of process for any action, suit, or other proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Agreement. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or other proceeding connected to, related to, or associated in any way with this Agreement, CAT Reporting, or the CAT System in the courts identified in items (i)-(ii) above, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or other proceeding brought in any such court has been brought in an inconvenient forum. The provisions of this paragraph shall apply to any action, suit, or other proceeding commenced by any Party against any other Party to this Agreement, including those in which one or more Participants or the Plan Processor (or any Representatives of one or more Participants or the Plan Processor) are named as parties, regardless of whether CATLLC is also named as a party.

Governing Law Clause in the CAT Reporting Agent Agreement

7.11. *Governing Law.* THIS AGREEMENT, AND ALL MATTERS BETWEEN CATLLC AND CAT REPORTING AGENT ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE FEDERAL LAWS OF THE UNITED STATES

AND THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY LAWS, RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK.

Jury Waiver Provision in the CAT Reporting Agent Agreement

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[FR Doc. 2022-12398 Filed 6-8-22; 8:45 am]

BILLING CODE 8011-01-P

SECURITIES AND EXCHANGE COMMISSION

[Investment Company Act Release No. 34609; File No. 812-15314]

Voya Senior Income Fund, et al.

June 3, 2022.

AGENCY: Securities and Exchange Commission ("Commission" or "SEC").

ACTION: Notice.

Notice of application for an order under sections 6(c) and 23(c)(3) of the Investment Company Act of 1940 (the “Act”) for an exemption from rule 23c-3 under the Act.

SUMMARY OF APPLICATION: Applicants request an order under sections 6(c) and 23(c)(3) of the Act for an exemption from certain provisions of rule 23c-3 to permit certain registered closed-end investment companies to make repurchase offers on a monthly basis.

APPLICANTS: Voya Senior Income Fund (the “Fund”), Voya Investments, LLC (“Voya Investments”), Voya Investment Management Co. LLC (“Voya IM” and together with Voya Investments, the “Adviser”), and Voya Investments Distributor, LLC (the “Distributor”).

FILING DATES: The application was filed on March 31, 2022, and amended on May 25, 2022.

HEARING OR NOTIFICATION OF HEARING: An order granting the requested relief will be issued unless the Commission orders a hearing. Interested persons may request a hearing on any application by emailing the SEC’s Secretary at *Secretaries-Office@sec.gov* and serving the relevant applicant with a copy of the request by email, if an email address is listed for the relevant applicant below, or personally or by mail, if a physical address is listed for the relevant applicant below. Hearing requests should be received by the Commission by 5:30 p.m. on June 28, 2022, and should be accompanied by proof of service on applicants, in the form of an affidavit or, for lawyers, a certificate of service. Pursuant to rule 0-5 under the Act, hearing requests should state the nature of the writer’s interest, any facts bearing upon the desirability of a hearing on the matter, the reason for the request, and the issues contested. Persons who wish to be notified of a hearing may request notification by emailing the Commission’s Secretary.

ADDRESSES: The Commission: *Secretaries-Office@sec.gov*. Applicants: Huey P. Falgout, Jr., Voya Investments, LLC, 7337 E Doubletree Ranch Road, Suite 100, Scottsdale, AZ 85258, Elizabeth J. Reza Esq., Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199.

FOR FURTHER INFORMATION CONTACT: Asaf Barouk, Attorney-Adviser, or Lisa Reid Ragen, Branch Chief, at (202) 551-6825 (Division of Investment Management, Chief Counsel’s Office).

SUPPLEMENTARY INFORMATION: For Applicants’ representations, legal analysis, and conditions, please refer to Applicants’ first amended and restated application, dated May 25, 2022, which

may be obtained via the Commission’s website by searching for the file number at the top of this document, or for an Applicant using the Company name search field on the SEC’s EDGAR system. The SEC’s EDGAR system may be searched at <https://www.sec.gov/edgar/searchedgar/legacy/companysearch.html>. You may also call the SEC’s Public Reference Room at (202) 551-8090.

For the Commission, by the Division of Investment Management, under delegated authority.

J. Matthew DeLesDernier,

Assistant Secretary.

[FR Doc. 2022-12397 Filed 6-8-22; 8:45 am]

BILLING CODE 8011-01-P

DEPARTMENT OF STATE

[Public Notice: 11758]

Review of the Designation as Foreign Terrorist Organizations of al-Qa’ida in the Arabian Peninsula (and Other Aliases)

Based upon a review of the Administrative Record assembled pursuant to Section 219(a)(4)(C) of the Immigration and Nationality Act, as amended (8 U.S.C. 1189(a)(4)(C)) (“INA”), and in consultation with the Attorney General and the Secretary of the Treasury, I conclude that the circumstances that were the bases for the designation of the aforementioned organization as a Foreign Terrorist Organization have not changed in such a manner as to warrant revocation of the designation and that the national security of the United States does not warrant a revocation of the designation.

Therefore, I hereby determine that the designation of the aforementioned organization as a Foreign Terrorist Organization, pursuant to Section 219 of the INA (8 U.S.C. 1189), shall be maintained.

This determination shall be published in the **Federal Register**.

Dated: May 17, 2022.

Antony J. Blinken,

Secretary of State.

[FR Doc. 2022-12356 Filed 6-8-22; 8:45 am]

BILLING CODE 4710-AD-P

DEPARTMENT OF STATE

[Public Notice: 11759]

Advisory Committee on International Law

ACTION: Notice of open meeting.

Notice of Meeting of Advisory Committee on International Law

A meeting of the Department of State’s Advisory Committee on International Law will take place virtually on Friday, June 24, 2022. Acting Legal Adviser Richard Visek will chair the meeting, which will be open to the public. The meeting will include discussions on international law topics related to Russia’s war against Ukraine.

Members of the public who wish to attend should contact the Office of the Legal Adviser by June 20 at *welcherar@state.gov* or 202-647-1646 and provide their name, professional affiliation, address, and phone number. A link to the virtual meeting platform will be provided at that time. Attendees who require reasonable accommodation should make their requests by June 20. Requests received after that date will be considered but might not be possible to accommodate.

Alison Welcher,

Executive Director, Advisory Committee on International Law, Department of State.

[FR Doc. 2022-12407 Filed 6-8-22; 8:45 am]

BILLING CODE 4710-08-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Intent To Rule on Request To Change 1.2 Acres of Airport Land in the Existing Business Park From Aeronautical to Non-Aeronautical Use at Martha’s Vineyard Airport, West Tisbury, MA

AGENCY: Federal Aviation Administration (FAA), Transportation (DOT).

ACTION: Request for public comments.

SUMMARY: Notice is being given that the FAA is considering a request from the County of Dukes to change 1.2 acres of land from Aeronautical Use to Non-Aeronautical Use in the existing Airport Business Park at Martha’s Vineyard Airport, West Tisbury, MA. The two parcels are being used for non-aeronautical development in the Airport Business Park. The Airport Business Park was established over twenty years ago and supports the revenue stream for the airport. The land lease proceeds will be deposited in the airport’s operation and maintenance account.

DATES: Comments must be received on or before July 6, 2022.

ADDRESSES: You may send comments using any of the following methods:

- *Federal eRulemaking Portal:* Go to <https://www.regulations.gov>, and follow