



July 31, 2026

Submitted Via SEC Electronic Form Filing System (EFES)

U.S. Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

RE: Tradition SEF, LLC - SEC Submission 2026-03 Notification of Amendments to Tradition SEF, LLC SBSEF Fee Schedule and Rulebook Appendix F Related To Single Name Security-Based Credit Default Swap Transactions

To Whom It May Concern:

Pursuant to Section 3D of the Securities Exchange Act (the "Act") Rules 242.804 and 242.807(a) of the regulations of the Securities and Exchange Commission ("SEC" or "Commission"), Tradition SEF, LLC, ("TSEF") is certifying to the Commission (i) the amendment of its SBSEF Fee Schedule related to Security-Based Swap ("SB-Swap") transactions on Tradition SEF, as detailed in the table below (collectively the "**Fee Schedule Amendment**"), and (ii) an amendment to Appendix F of the TSEF Rulebook (the "Appendix F Amendment," and together with the Fee Schedule Amendment, the "Amendments").

The Amendments are effective on August 24, 2026.

Exhibit A identifies specific Rule modifications and related compliance with the SBSEF core principles ("**Core Principles**") as set forth in section 3D of the Securities Exchange Act of 1934 ("**SEA**") and the regulations promulgated thereunder in Regulation SE – "Registration and Regulation of Security-Based Swap Execution Facilities" of the Commission's regulations. TSEF hereby certifies that the Amendments comply with Section 3D of the SEA, including the core principles relating to security-based swap execution facilities and the SEC rules thereunder as contained in SEC Regulation SE. Exhibit A is subject to a request for confidential treatment pursuant to Section 24(b) of the Securities Exchange Act of 1934 and Rule 24b-2 thereunder, 17 CFR § 240.24b-2. The SBSEF Fee Schedule contains proprietary commercial information, the disclosure of which would place Tradition SEF at a competitive disadvantage.

There were no substantive opposing views expressed to the Amendments.

Exhibit B provides the amendments to Rulebook Appendix F regarding Single Name Security-Based Credit Default Swap in redline format.

Exhibit C provides the amended SBSEF Fee Schedule in redline format. Exhibit C is subject to a request for confidential treatment pursuant to Section 24(b) of the Securities Exchange Act of 1934 and Rule 24b-2 thereunder, 17 CFR § 240.24b-2. The SBSEF Fee Schedule contains proprietary commercial information, the disclosure of which would place Tradition SEF at a competitive disadvantage.

TSEF certifies that this submission has been concurrently posted on the Tradition SEF website at <https://www.traditionsef.com/regulatory/filter/submission/all/all/all>

Should you require additional information related to this submission, please contact the undersigned at (212) 377-2337 or bennett.kirschner@tradition.com. Please reference Tradition SEF SEC Submission 2026-03 in any related correspondence.

Sincerely,



Bennett Kirschner
General Counsel and Secretary

Att.

Exhibit A (Amendments to SBSEF Fee Schedule Related to Security-Based Swap Transactions and Rulebook Appendix F – Related to Single Name Security-Based Credit Default Swap Transactions) - Confidential Treatment Requested

Exhibit B (Redlined Amendments to Rulebook Appendix F – Related to Single Name Security-Based Credit Default Swap Transactions)

Exhibit C (Redlined SBSEF Fee Schedule Related to Security-Based Swap Transactions - Confidential Treatment Requested)

EXHIBIT A

**Amendments to SBSEF Fee Schedule Related to Security-Based Swap Transactions and Rulebook Appendix F –
Related to Single Name Security-Based Credit Default Swap Transactions - Confidential Treatment Requested**

Rule	Change	Explanation and Analysis of the operation, purpose, and effect of the proposed rule or rule amendment and its compliance with applicable provisions of the Securities Exchange Act, including core principles, and the Commission's regulations thereunder.
SBSEF Fee Schedule	The SBSEF Fee Schedule related to security-based swap transactions has been amended to reflect revisions to the following fees: REDACTED	Tradition SEF's changes to the standardized fee schedule related to security-based swap transactions demonstrates Tradition SEF's adherence to open access principles. Accordingly, Tradition SEF is promoting a fair, transparent platform. Single name Security-Based Credit Default Swap products were added to the SB-SEF product listing in Appendix F. Fees associated with these products were added to the SBSEF Fee Schedule accordingly. As such Tradition SEF has proposed the following changes: REDACTED The attached amended SBSEF Fee Schedule (Exhibit C) reflects the amendments described above in redline form. No other fees have been modified. Tradition SEF has applied the above fee schedule changes to all Participants. As such, any participant qualifying as a Broker Firm Participant will have the same trade processing fees applied, meeting the fair and non-discriminatory access requirements.

		The proposed changes to the SBSEF Fee Schedule comply with Core Principle 2 (Compliance with Rules) and specifically with Rule 819(c)(1)(iii) of Regulation SE, which requires “comparable fee structures for eligible contract participants and independent software vendors receiving comparable access to, or services from, the security-based swap execution facility.” While Tradition SEF’s rule change introduces new fee amounts for a Single Name CDS Product, the fee structures themselves remain comparable and non-discriminatory. All Broker Firm Participants, regardless of size and/or affiliation with competing SEFs, are subject to monthly access fee and a per transaction fee. Further, the Core Principles make no stipulations regarding the size of the fees, only the structure. Given that Tradition SEF’s current fee structure, which already contains specific fees for each category of broker firm participants complies with the Core Principles, an amendment to fee amounts is in line with the Core Principles. Core Principle 2 and Section 3D(d)(2) of the SEA also requires an SBSEF to establish and enforce compliance with any rule that is established by the SBSEF. Rule 819(c) of Regulation SE also requires a SEF to require that an eligible contract participant (“ECP”) consent to its jurisdiction before the ECP can access the SEF. The proposed amendment makes no change regarding compliance enforcement or consent, and thus is consistent with Core Principle 2. By complying with Core Principle 2, Tradition SEF demonstrates its compliance with Core Principle 1 (Compliance with Core Principles)
--	--	--

		and 15 U.S.C. § 78c-4, which requires that a security-based swap execution facility comply with any requirement that the SEC may impose by rule or regulation.
Appendix F (Security Based Swaps Product Listing)	Has been amended to add Single Name Security-Based Credit Default Swap as a new product available for trading on the SBSEF.	Core Principle 2 (Compliance with rules): TSEF believes that the Rulebook Amendments establish rules governing the operation of the facility, and provide additional clarity for Participants operating on the venue. Amended due to delisting of Credit Swap Products. No substantive changes to SEC related Rules or with applicable Core Principles.

EXHIBIT B

Redlined Amendments to Rulebook Appendix F – Related to Single Name Security-Based Credit Default Swap Transactions

Formatted: Normal, Indent: Left: 0", Right: 0"

Appendix F to Tradition SEF Rulebook
Security-Based Swaps Product Listing

Tradition SEF, LLC

Version 2

August 24, 2026

Deleted: SBSEF Equity

Deleted: 1

Deleted: February 6, 2025¶
¶

SBSEF Equity Product Listing

I. Products offered for trading:

(1) Single-stock Total Return Swaps (TRS) and Price Return Swaps (PRS):

A Single-stock Total Return Swap (SS TRS) is a product which allows the ability to gain exposure to the returns of an equity ("equity leg") in exchange for payment or receipt of regular fixed or floating payments ("floating leg"), based on an agreed interest rate plus a differential. The calculation of the value of the equity leg is the number of shares x the price of the stock plus or minus the appreciation/depreciation of the underlying equity leg plus any dividends due from equity leg, minus the interest payment based on the notional amount of the swap.

Single-stock Price Return Swap (SS PRS) – is a product which allows the ability to gain exposure to the returns of an equity ("equity leg") in exchange for payment or receipt of regular fixed or floating payments ("floating leg"), based on an agreed interest rate plus a differential. The calculation of the value of the equity leg is the number of shares x the price of the stock plus or minus the appreciation/depreciation of the underlying equity leg minus the interest payment based on the notional amount of the swap. Dividends are excluded from a SS PRS return calculation.

Product Specifications:

Swap Type - Single-stock Total Return and Price Return Swaps:

Underlying Stock - Single issuer shares listed on recognized stock exchanges in the U.S., such as NYSE and NASDAQ, including listed individual equities, ETFs, and ADRs **Notional** - number of shares x the closing price on the primary exchange

Settlement Dates - Monthly or quarterly or as otherwise agreed by the counterparties

Final Settlement Date - as agreed by the counterparties

Equity Valuation Dates - as agreed by the counterparties

Interest Rate Leg: Interest rate benchmark such as Daily USD US Federal Funds Effective Rate or SOFR or as agreed by the counterparties. Interest Accrues from Payment Date to Payment Date

Resets: Monthly / Quarterly or as agreed by the counterparties **Termination Rights:**

Monthly Breaks or as agreed by the counterparties. **Tenors** – As agreed by the counterparties

Payments Exchange – Total Return Swaps:

Swap Seller - (receiver of interest rate benchmark / payer of stock return) agrees to pay appreciation and dividends / receive depreciation of the underlying stock, if any and receive an interest payment on the notional amount of the swap at the agreed interest rate benchmark. (100% of the dividend should be paid by Swap Seller to Swap Buyer).

Swap Buyer - (payer of interest rate benchmark / receiver of stock return) agrees to receive appreciation and dividends / pay depreciation of the underlying stock, if any, and pay an interest payment on the notional amount of the swap at the agreed interest rate benchmark.

Payment Exchange – Price Return Swaps:

Swap Seller - (receiver of interest rate benchmark / payer of stock return) agrees to pay appreciation / receive depreciation of the underlying stock, if any and receive an interest payment on the notional amount of the swap at the agreed interest rate benchmark.

Swap Buyer - (payer of interest rate benchmark / receiver of stock return) agrees to receive appreciation / pay depreciation of the underlying stock, if any and pay an interest payment on the notional amount of the swap at the agreed interest rate benchmark. Note: Interest Leg - Interest will accrue at the agreed Interest Rate benchmark + spread.

Calculation Method - Averaging Interest Look Back Period: 2 Days

Clearing house: None - Bilateral Settlement / Uncleared

Trade Start Types:

Immediate – The calculation period of the swap begins on trade date

Forward – The calculation period of the swap begins on an agreed-upon date in the future

Quote Conventions: Interest rate benchmark plus or minus a differential

Trading Hours: Tradition SEF Equity Asset Class trading hours

Settlement Payments: Payment Date: T+1 or as agreed by counterparties (adjustments according to Following Business Days Conventions)

Minimum Price or Incremental Price: There is no minimum price or minimum incremental price

Minimum size: 1 share

Business Day Convention: The “Target Following” business day convention will apply (if any date is a non-business day, the date is moved forward to the next business day). Modified Following (moved to previous business day if following day moves into new month) or, previous business day conventions

Market Disruption Events: As defined in ISDA or similar execution agreements that have been negotiated, agreed and exchanged by the counterparties.

Transaction Documentation: ISDA or similar execution agreements that have been negotiated, agreed and exchanged by the counterparties. Terms will be defined as per prevailing ISDA Equity definitions unless otherwise agreed between the counterparties

(2.) Custom Basket Swaps

A Custom Basket Swap is a product which allows the ability to gain exposure to the returns of a non-standard, custom portfolio, or “basket” of equities (“equity leg”) in exchange for payment or receipt of regular fixed or floating payments (“floating leg”), based on an agreed interest rate plus a differential. The calculation of the value of the equity leg is the number of shares x the prices of the stocks in the basket plus or minus the appreciation/depreciation of the components of the basket plus any dividends due from components of

the basket, minus the interest payment based on the notional amount of the swap.

Product Specifications:

Underlying Stocks: Single issuer shares listed on recognized stock exchanges in the U.S., such as NYSE and NASDAQ, including listed individual equities, ETFs, and ADRs

Swap Type: TOTAL RETURN SWAP - Basket

Total Shares: Equals the sum of the number of shares of each underlying security in the basket

Total Notional: Equals the sum of the notional value of each stock in the basket: Total number of Underlying Stocks x Shares Price = Total Notional

Stock Reference Price: The reference price will be the closing price of the primary exchange on the observation date for all underlyings unless otherwise agreed

Quote Conventions: Interest rate benchmark plus or minus a differential

Trading Hours: Tradition SEF Equity Asset Class trading hours

Trade Date: Date transaction is entered into

Settlement Dates: Trade, Reset and Final Settlement Dates as applicable +1

Resets: Monthly / Quarterly or as agreed by the counterparties

Equity Valuation Dates: Monthly / Quarterly or as agreed by the counterparties

Final Settlement Date: As agreed by the counterparties

Tenors: As agreed by the counterparties

Interest Rate Leg: Interest rate benchmark such as Daily USD US Federal Funds Effective Rate or SOFR or as agreed by the counterparties. Interest Accrues from Payment Date to Payment Date

Termination Rights: Monthly Breaks or as agreed by the counterparties

Payments Exchange: Interest Rate Receiver (Swap Seller) agrees to pay appreciation and dividends / receive depreciation of if any and receive Daily Interest Rate plus agreed differential. (100% of dividend should be paid by Swap Seller to Swap Buyer).

Payments Exchange: Interest Rate Payer (Swap Buyer) agrees to receive appreciation and dividends / pay depreciation if any and pay Daily Interest Rate plus agreed differential.

Interest Leg: Interest will accrue at Interest Rate + agreed spread

Calculation Method: Averaging Interest Look Back Period: 2 Days

Trading Hours: Tradition SEF Equity Asset Class trading hours

Minimum size: 1 share per basket component

Business Day Convention: The "Target Following" business day convention will apply (if any date is a non-business day, the date is moved forward to the next business day). Modified Following (moved to previous business day if following day moves into new month) or, previous business day conventions

Rights of Substitution: Yes. As Agreed by the counterparties. Applicable on Equity Valuation Date Interest Leg: Interest will accrue at the daily agreed Interest Rate + spread. Calculation Method: Averaging Interest Look Back Period: 2 Days

Clearing house: None - Bilateral Settlement / Uncleared

Transaction Documentation: ISDA or similar execution agreements that have been negotiated, agreed and exchanged by the counterparties. Terms will be defined as per prevailing ISDA Equity Swap definitions unless otherwise agreed between the counterparties

Deleted:

Security-Based Credit Swaps Products – Product Details and Contract Specifications

Single Name Security-Based Credit Default Swap – Sovereign

<u>Contract Type</u>	Credit Default Swap
<u>Contract Overview</u>	An agreement to buy or sell protection on investment grade or high yield government debt. The seller of the single name security-based credit default swap will compensate the buyer in the event of a debt default (by the debtor) or other credit event based upon an agreed upon notional amount.
<u>Ticker</u>	[Issuer short name] CDS [Notional currency] [Debt Seniority] [Tenor] D14
<u>Underlying Reference Obligation Type</u>	Debt security
<u>Underlying Reference Obligation Issuer</u>	Debt securities of the issuers that are constituents of the following broad-based securities indices or sovereign government : • Markit CDX Emerging Markets • Markit CDX Emerging Markets High Yield • Markit CDX Emerging Markets Investment Grade • Markit iTraxx Asia Ex-Japan IG • Markit iTraxx Asia Ex-Japan IG (Restricted) • Sovereign Government
<u>Underlying Reference Issuer Type</u>	Sovereign
<u>Obligation Seniority</u>	SNDB
<u>UPI Contract Specification</u>	• Standard Asia Sovereign • Standard Asia Financial Corporate • Standard Emerging European & Middle Eastern Sovereign • Standard Western European Sovereign • Standard Latin American Sovereign
<u>Notional Currency</u>	USD
<u>Quoting Convention</u>	Spread and/or upfront payment
<u>Fixed Rate/Coupon</u>	100 basis points for investment grade debt securities. 500 basis points for high yield debt securities.

<u>Notional Amount</u>	As agreed by counterparties
<u>Minimum Increment</u>	
<u>Notional Amount</u>	As agreed by counterparties
<u>Minimum Size</u>	
<u>Trading Conventions</u>	Buy = Buy Protection Sell = Sell Protection
<u>Payment/Settlement Conventions</u>	Upfront Fee Payment: The upfront fee is a portion of the payments which is present valued and paid immediately to the seller. Premium Payment (Fixed Quarterly Cash Payment): Reflected in basis points and paid by the protection buyer to the protection seller. • <u>Payment Frequency: Quarterly</u> • <u>Business Calendar: New York</u> • <u>Business Day Conventions: Following</u> • <u>Day Count Convention: ACT/360</u> Contingent Payment: Payments related to credit event settlement will be determined pursuant to 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (i.e., the Big Bang Protocol) ("ISDA Protocols").
<u>Swap Tenor</u>	Any
<u>Effective Date</u>	Unadjusted date at which obligations under the SB Swap come into effect.
<u>Maturity/Expiration Date</u>	Unadjusted date at which obligations under the SB Swap stop being effective.
<u>Settlement Method</u>	Financially settled
<u>Final Settlement Date</u>	Same as <u>Expiration Date</u> , unless there is a <u>Credit Event</u> (which such <u>Credit Event</u> is determined by ISDA Protocols). If there is a <u>Credit Event</u> , the final <u>Contractual Settlement Date</u> is determined by <u>Credit Event</u> rules.
<u>Settlement Currency</u>	USD
<u>Mandatory Clearing Determination</u>	N/A
<u>Trade Execution Requirement</u>	N/A
<u>Trading Hours</u>	00:01-24:00 Sunday-Friday; Eastern Time
<u>Settlement Procedure</u>	As determined by the Clearing House or Bilateral
<u>Clearing House</u>	ICE Clear Credit LLC, LCH SA

<u>Block Size</u>	<u>N/A</u>
-------------------	------------

Single Name Security-Based Credit Default Swap – EMEA (IG)

<u>Contract Type</u>	Credit Default Swap
<u>Contract Overview</u>	An agreement to buy or sell protection on investment grade corporate debt. The seller of the single name single name security-based credit default swap will compensate the buyer in the event of a debt default (by the debtor) or other credit event based upon an agreed upon notional amount.
<u>Ticker</u>	[Issuer short name] CDS [Notional currency] [Debt Seniority] [Tenor] D14
<u>Underlying Reference</u>	Debt security
<u>Obligation Type</u>	
<u>Underlying Reference</u> <u>Obligation Issuer</u>	Debt securities of the issuers that are constituents of the following broad-based securities indices: • Markit iTraxx Europe • Markit iTraxx Europe Non-Financial • Markit iTraxx Europe Senior Financial • Markit iTraxx Europe Subordinated Financials Index • Markit iTraxx MSCI ESG Screened Europe
<u>Underlying Reference</u> <u>Issuer Type</u>	Corporate
<u>Obligation Seniority</u>	SNDB, SBOD or JUND
<u>UPI Contract</u> <u>Specification</u>	• Standard European CoCo Financial Corporate • Standard European Corporate • Standard European Financial Corporate • Standard European Senior Non Preferred Financial Corporate • Standard North American Corporate Contract • Standard Singapore Corporate Contract • Standard Subordinated European Insurance Corporate
<u>Notional Currency</u>	EUR
<u>Quoting Convention</u>	Spread and/or upfront payment
<u>Fixed Rate/Coupon</u>	100 basis points
<u>Notional Amount</u>	As agreed by counterparties.
<u>Minimum Increment</u>	
<u>Notional Amount</u> <u>Minimum Size</u>	As agreed by counterparties.

<u>Trading Conventions</u>	<u>Buy = Buy Protection</u>
	<u>Sell = Sell Protection</u>

<u>Payment/Settlement Conventions</u>	<u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments which is present valued and paid immediately to the seller. <u>Premium Payment (Fixed Quarterly Cash Payment):</u> Reflected in basis points and paid by the protection buyer to the protection seller. • <u>Payment Frequency: Quarterly</u> • <u>Business Calendar: Target</u> • <u>Business Day Conventions: Following</u> • <u>Count Convention: ACT/360</u> <u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i>, the Big Bang Protocol) (“<u>ISDA Protocols</u>”).
<u>Swap Tenor</u>	<u>Any</u>
<u>Effective Date</u>	<u>Unadjusted date at which obligations under the SB Swap come into effect.</u>
<u>Maturity/Expiration Date</u>	<u>Unadjusted date at which obligations under the SB Swap stop being effective.</u>
<u>Settlement Method</u>	<u>Financially settled</u>
<u>Final Settlement Date</u>	<u>Same as Expiration Date, unless there is a Credit Event (which such Credit Event is determined by ISDA Protocols). If there is a Credit Event, the final Contractual Settlement Date is determined by Credit Event rules.</u>
<u>Settlement Currency</u>	<u>EUR</u>
<u>Mandatory Clearing Determination</u>	<u>N/A</u>
<u>Trade Execution Requirement</u>	<u>N/A</u>
<u>Trading Hours</u>	<u>00:01-24:00 Sunday-Friday; Eastern Time</u>
<u>Settlement Procedure</u>	<u>As determined by the Clearing House or Bilateral</u>
<u>Clearing House</u>	<u>ICE Clear Credit LLC, LCH SA</u>
<u>Block Size</u>	<u>N/A</u>

Single Name Security-Based Credit Default Swap – North America (Investment Grade)

<u>Contract Type</u>	Credit Default Swap
<u>Contract Overview</u>	An agreement to buy or sell protection on investment grade corporate debt. The seller of the single name security-based credit default swap will compensate the buyer in the event of a debt default (by the debtor) or other credit event based upon an agreed upon notional amount.
<u>Ticker</u>	[Issuer short name] CDS [Notional currency] [Debt Seniority] [Tenor] D14
<u>Underlying Reference Obligation Type</u>	Debt security
<u>Underlying Reference Obligation Issuer</u>	<u>Debt securities of the issuers that are constituents of the following broad-based securities indices:</u> • <u>Markit CDX North America Investment Grade</u> • <u>Markit CDX North America Investment Grade (BBB- rated)</u>
<u>Underlying Reference Issuer Type</u>	Corporate
<u>Obligation Seniority</u>	SNDB
<u>UPI Contract Specification</u>	Standard North American Corporate
<u>Notional Currency</u>	USD
<u>Quoting Convention</u>	Spread and/or upfront payment
<u>Fixed Rate/Coupon</u>	100 basis points
<u>Notional Amount Minimum Increment</u>	As agreed by counterparties
<u>Notional Amount Minimum Size</u>	As agreed by counterparties
<u>Trading Conventions</u>	<u>Buy = Buy Protection</u> <u>Sell = Sell Protection</u>

<u>Payment/Settlement Conventions</u>	<u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments which is present valued and paid immediately to the seller. <u>Premium Payment (Fixed Quarterly Cash Payment):</u> Reflected in basis points and paid by the protection buyer to the protection seller. • <u>Payment Frequency: Quarterly</u> • <u>Business Calendar: New York</u> • <u>Business Day Conventions: Following</u> • <u>Day Count Convention: ACT/360</u> <u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (<i>i.e.</i>, the Big Bang Protocol) (“<u>ISDA Protocols</u>”).
<u>Swap Tenor</u>	<u>Any</u>
<u>Effective Date</u>	<u>Unadjusted date at which obligations under the SB Swap come into effect.</u>
<u>Maturity/Expiration Date</u>	<u>Unadjusted date at which obligations under the SB Swap stop being effective.</u>
<u>Settlement Method</u>	<u>Financially settled</u>
<u>Final Settlement Date</u>	<u>Same as Expiration Date, unless there is a Credit Event (which such Credit Event is determined by ISDA Protocols). If there is a Credit Event, the final Contractual Settlement Date is determined by Credit Event rules.</u>
<u>Settlement Currency</u>	<u>USD</u>
<u>Mandatory Clearing Determination</u>	<u>N/A</u>
<u>Trade Execution Requirement</u>	<u>N/A</u>
<u>Trading Hours</u>	<u>00:01-24:00 Sunday-Friday; Eastern Time</u>
<u>Settlement Procedure</u>	<u>As determined by the Clearing House or Bilateral</u>
<u>Clearing House</u>	<u>ICE Clear Credit LLC, LCH SA</u>
<u>Block Size</u>	<u>N/A</u>

Single Name Security-Based Credit Default Swap – North America (High Yield)

<u>Contract Type</u>	Credit Default Swap
<u>Contract Overview</u>	An agreement to buy or sell protection on high yield corporate debt. The seller of the single name security-based credit default swap will compensate the buyer in the event of a debt default (by the debtor) or other credit event based upon an agreed upon notional amount.
<u>Ticker</u>	[Issuer short name] CDS [Notional currency] [Debt Seniority] [Tenor] D14
<u>Underlying Reference Obligation Type</u>	Debt security
<u>Underlying Reference Obligation Issuer</u>	Debt securities of the issuers that are constituents of the following broad-based securities indices: • Markit CDX North America High Yield • Markit CDX North America High Yield (BB) • Markit CDX North America High Yield (Ex-BB)
<u>Underlying Reference Issuer Type</u>	Corporate
<u>Obligation Seniority</u>	SNDB
<u>UPI Contract Specification</u>	Standard North American Corporate
<u>Notional Currency</u>	USD
<u>Quoting Convention</u>	Spread and/or upfront payment
<u>Fixed Rate/Coupon</u>	500 basis points
<u>Notional Amount Minimum Increment</u>	As agreed by counterparties.
<u>Notional Amount Minimum Size</u>	As agreed by counterparties.
<u>Trading Conventions</u>	Buy = Buy Protection Sell = Sell Protection

<u>Payment/Settlement Conventions</u>	<u>Upfront Fee Payment:</u> The upfront fee is a portion of the payments which is present valued and paid immediately to the seller. <u>Premium Payment (Fixed Quarterly Cash Payment):</u> Reflected in basis points and paid by the protection buyer to the protection seller. • <u>Payment Frequency: Quarterly</u> • <u>Business Calendar: New York</u> • <u>Business Day Conventions: Following</u> • <u>Day Count Convention: ACT/360</u> <u>Contingent Payment:</u> Payments related to credit event settlement will be determined pursuant to 2009 ISDA Credit Derivatives Determination Committees and Auction Settlement Supplement, (i.e., the Big Bang Protocol) (“<u>ISDA Protocols</u>”).
<u>Swap Tenor</u>	<u>Any</u>
<u>Effective Date</u>	<u>Unadjusted date at which obligations under the SB Swap come into effect.</u>
<u>Maturity/Expiration Date</u>	<u>Unadjusted date at which obligations under the SB Swap stop being effective.</u>
<u>Settlement Method</u>	<u>Financially settled</u>
<u>Final Settlement Date</u>	<u>Same as Expiration Date, unless there is a Credit Event (which such Credit Event is determined by ISDA Protocols). If there is a Credit Event, the final Contractual Settlement Date is determined by Credit Event rules.</u>
<u>Settlement Currency</u>	<u>USD</u>
<u>Mandatory Clearing Determination</u>	<u>N/A</u>
<u>Trade Execution Requirement</u>	<u>N/A</u>
<u>Trading Hours</u>	<u>00:01-24:00 Sunday-Friday; Eastern Time</u>
<u>Settlement Procedure</u>	<u>As determined by the Clearing House or Bilateral</u>
<u>Clearing House</u>	<u>ICE Clear Credit LLC, LCH SA</u>
<u>Block Size</u>	<u>N/A</u>

EXHIBIT C

**Redlined SBSEF Fee Schedule Related to Security-Based Swap Transactions - Confidential
Treatment Requested**