September 15, 2020

Mr. Christopher Kirkpatrick
Secretary
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: Cboe Futures Exchange, LLC Rule Certification
Submission Number CFE-2020-025

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended ("Act"), and § 40.6(a) of the regulations promulgated by the Commodity Futures Trading Commission under the Act, Cboe Futures Exchange, LLC ("CFE") hereby submits an updated CFE Fee Schedule for fees filed with the Commission ("Amendment"). The updated CFE Fee Schedule reflects fee changes required to be filed with the Commission that will become effective on October 1, 2020.

The Amendment includes the following Fee Schedule revisions.

- The Amendment deletes the current cap of $500 per day on block trade fees applicable to each CFE Trading Privilege Holder ("TPH") for trade at settlement (TAS) transactions in Cboe Volatility Index ("VX") futures executed as block trades.

- The Amendment reflects that CFE is retaining the current block trade fee in VX futures of $1.00 per contract side for TPH non-TAS block trades, customer TAS block trades, and customer non-TAS block trades. For clarity and for reference, CFE is also lowering the current block trade fee of $1.00 per contract side for TPH TAS block trades in VX futures in conjunction with the removal of the block trade fee cap for those types of block trades noted above. This reduced block trade fee is not reflected in the Amendment since fees below $1.00 not associated with market making or trading incentive programs are not required to be filed with the Commission pursuant to Commission Regulation 40.6(d)(3)(ii)(E)(1).

CFE believes that the Amendment is consistent with Designated Contract Market ("DCM") Core Principles 2 (Compliance with Rules) and 7 (Availability of General Information) under Section 5 of the Act because the amended fees are equitable and do not unfairly discriminate and the Amendment sets forth in a clear and transparent way the manner in which CFE applies its fees.

CFE believes that the impact of the Amendment will be beneficial to the public and market participants. CFE is not aware of any substantive opposing views to the Amendment. CFE hereby certifies that the Amendment complies with the Act and the regulations thereunder. CFE further

certifies that it has posted a notice of pending certification with the Commission and a copy of this submission on CFE's Web site (http://markets.cboe.com/us/futures/regulation/rule_filings/cfe/) concurrent with the filing of this submission with the Commission.

The Amendment is attached and is marked to show additions in double-underlined text and deletions in ~~stricken~~ text. Some footnotes in the Fee Schedule for fees filed with the Commission will be renumbered accordingly based on footnote numbering changes resulting from the revisions to the Fee Schedule reflected in the Amendment.

Questions regarding this submission may be directed to Arthur Reinstein at (312) 786-7570 or Michael Margolis at (312) 786-7153. Please reference our submission number CFE-2020-025 in any related correspondence.

Cboe Futures Exchange, LLC

/s/ Matthew McFarland

By: Matthew McFarland
Managing Director

CFE Fee Schedule[1, 2]
For Fees Filed with the Commodity Futures Trading Commission
Effective ~~September 1~~ October 1, 2020

1.a. Transaction Fees in Cboe Volatility Index (Standard) (VX) Futures and Weekly (Non-Standard) Cboe Volatility Index (VX) Futures[3]:

	Per Contract Side
A. CFE TPH Permit Holder[4] (This rate may be reduced by rebates based upon a TPH's Percentage of VX TPH Volume and Average Daily VX TPH Volume as specified below)[5]:	$1.10

Tier	Percentage of VX TPH Volume for Applicable Month	Rebate Per Contract Side
1	≥ 0.25%	$0.08 Rebate
2	≥ 0.50%	$0.13 Rebate
3	≥ 1.00%	$0.22 Rebate
4	≥ 2.00%	$0.29 Rebate
5	≥ 5.00%	$0.33 Rebate
6	≥ 10.00%	$0.37 Rebate
7	≥ 20.00%	$0.42 Rebate

Tier	Average Daily VX TPH Volume for Applicable Month	Rebate Per Contract Side
1	≥ 500	$0.03 Rebate
2	≥ 1,000	$0.06 Rebate
3	≥ 2,000	$0.09 Rebate
4	≥ 5,000	$0.12 Rebate
5	≥ 10,000	$0.14 Rebate
6	≥ 25,000	$0.16 Rebate
7	≥ 50,000	$0.18 Rebate
8	≥ 100,000	$0.20 Rebate

	Per Contract Side
B. Customer[6]	$1.47
C. Block ~~Trade~~ Trades[7]	~~$1.00~~
1. CFE TPH Permit Holder[4]	
a. Non-TAS Block Trade	$1.00
2. Customer[6]	
a. TAS Block Trade	$1.00
b. Non-TAS Block Trade	$1.00

(~~Fee is~~ Fees are in addition to other applicable transaction fees)

1.b. Transaction Fees in S&P 500 Variance (VA) Futures:

• Standard Transactions	By contract side per 1,000 Vega Notional
A. CFE TPH Permit Holder[4]	$4.00
B. Customer[6]	$8.00
C. Block Trade (Fee is in addition to other applicable transaction	$1.00

fees. Block Trades are not permitted in stub positions in S&P 500 Variance Futures)

1.c. Transaction Fees in Cboe® iBoxx® iShares® Bond (CB) Index Futures*:

	Per Contract Side
B. Customer[6]	$1.00
C. Block Trade (Fee is in addition to other applicable transaction fees)	$1.00

*iBoxx® is a service mark IHS Markit Limited. iShares® is a registered trademark of BlackRock Fund Advisors and its affiliates.

1.d. Transaction Fees in AMERIBOR® Futures*:

	Per Contract Side
A. CFE TPH Permit Holder[4]	$1.40
B. Customer[6]	$1.40
C. Block Trade	$1.35

(Fee is in addition to other applicable transaction fees)
*AMERIBOR® is a registered trademark of Environmental Financial Products, LLC.

CFE assesses the Transaction Fees set forth above to the Clearing Member associated with the EFID for the execution that is identified on the trade record for the applicable transaction, regardless of whether the trade is given up to another Clearing Member for clearing and regardless of whether a different Clearing Member has been identified as the designated Clearing Member under the Integrated Billing System by the CFE TPH that executed the trade.

2. Trading Permit Fees:[8]

	Amount[9]
A. Clearing Firm	$100/month
B. Proprietary Trading/Pool Manager/ Pooled Investment Vehicle	$1,000/month
C. Broker	$700/month

3. Applications Fees:

	Amount
A. Individual[10]	$500
B. Organization[10]	$1,000
C. Investigation Fee[11]	$135/Investigation

4. Integrated Billing System:

Every Trading Privilege Holder must designate a Clearing Member for the payment by means of the integrated billing system ("IBS") of the Trading Privilege Holder's Exchange fees designated by the Exchange (other than for Transaction Fees) and vendor fees for Exchange-related services designated by the Exchange. The designated Clearing Member shall pay to the Exchange on a timely basis any amount that is not disputed pursuant to IBS procedures by the Trading Privilege Holder that is directly involved. Such payments shall be collected by the Exchange against the designated Clearing Member's account at the Clearing Corporation. Exchange Transaction Fees are also assessed pursuant to the IBS to the Clearing Member for the execution that is identified on the trade record for the applicable transaction. The Clearing Corporation shall have no liability in connection with forwarding to the Exchange payments drafted pursuant to the IBS.

[1] CFE fees are invoiced at the beginning of each month for the previous month of service.

[2] Any potential billing errors relating to fees assessed by CFE must be brought to the attention of CFE's Accounting Department within 90 days from the invoice date. All fees assessed shall be deemed final and non-refundable after 90 days from the invoice date if notice of a potential billing error is not provided within that time frame. Notwithstanding the foregoing, the Exchange will not provide any refund with respect to transaction fees that are billed at a higher rate because an incorrect Customer Type Indicator ("CTI") code was included in an order or transaction report submission. The Exchange is not precluded from assessing fees more than 90 days after they were incurred if those fees were required to be paid pursuant to the CFE Fee Schedule in effect at the time the fees were incurred. If transaction fees are billed at a lower rate because of an incorrect CTI code that was included in an order or transaction report submission and the Exchange later assesses additional fees for those transactions based on the correct CTI code, the additional fee assessment shall be determined in the following manner. The additional fee assessment for those transactions will be equal to the number of executed contracts that were assessed at an incorrect rate multiplied by the difference between the highest potential customer rate and the highest potential TPH rate for the relevant product under the CFE Fee Schedule during the time period in which the executions occurred. This calculation will not be adjusted for any potential or previous rebate payments and no adjustments will be made to any rebate payments to the applicable party or to other parties because of the use of an incorrect CTI code. This calculation will also not be adjusted for any maker, taker, or market turner designations for executions.

[3] The fees and rebate schedules in Section 1.a. are applicable to VX futures contracts with a VX or VXT ticker symbol ("Standard VX Futures") and to Weekly (Non-Standard) VX futures contracts with a VX or VXT ticker symbol followed by a number denoting the specific week of the calendar year in which the contract expires ("Weekly VX Futures").

[4] CFE TPH Permit Holder transaction fee rates are applied to the execution of orders, Block Trades, and Exchange of Contract for Related position transactions for which the applicable CTI code is CTI Code 1, CTI Code 2, or CTI Code 3.

[5] Transaction fees for Trading Privilege Holder ("TPH") transactions in VX futures that qualify as VX TPH Volume are subject to two rebate schedules. For this purpose, VX TPH Volume includes all TPH transaction volume in VX futures for which the applicable CTI code is 1, 2, or 3, including Trade at Settlement ("TAS") transactions in VX futures with one of those CTI codes and Block Trades and Exchange of Contract for Related Position transactions in VX futures with one of those CTI codes. VX TPH Volume includes TPH transaction volume both in Standard VX Futures and in Weekly VX Futures. There are two potential types of rebates for VX TPH Volume. A TPH may receive both rebates, one of the two rebates, or neither of the two rebates for a particular calendar month depending on whether the TPH qualifies for neither, one, or both of the rebates for that calendar month. A TPH may qualify for the first rebate based upon VX TPH Volume of the TPH during the applicable calendar month as a percentage of the total VX TPH Volume of all TPHs during the applicable calendar month. A TPH may qualify for the second rebate based upon the average daily VX TPH Volume of the TPH during the applicable calendar month. The amount of each rebate is based upon the tier level of the VX TPH Volume and the tier level of the average daily VX TPH Volume of the TPH for the applicable calendar month. Only the highest tier level within each rebate schedule for which a TPH qualifies for the applicable calendar month is applied for that calendar month. If a TPH qualifies for one or both types of rebates for a calendar month, the amount of the TPH's VX TPH Volume during the calendar month is multiplied by the sum of any applicable rebate(s) from the two rebate schedules to arrive at a total TPH VX transaction fee rebate amount for the calendar month for that TPH. For purposes of qualification for the two rebate schedules, a TPH's VX TPH Volume solely includes trading volume resulting from transactions executed by that TPH using an EFID assigned to that TPH.

Affiliated TPHs that have at least 75% of their direct or indirect ownership in common are eligible to have their VX TPH Volume aggregated for purposes of satisfaction by each of the TPHs of the tier levels under the two rebate schedules applicable to VX TPH Volume. TPHs must request this aggregation in a form and manner prescribed by the Exchange. The aggregation shall be applied starting with the calendar month following the month in which the Exchange determines that the TPHs qualify for the aggregation. The aggregation shall apply solely with respect to VX TPH Volume resulting from transactions executed by the affiliated TPHs using their own EFIDs.

[6] Customer transaction fee rates are applied to the execution of orders, Block Trades, and Exchange of Contract for Related position transactions for which the applicable CTI code is CTI Code 4.

[7] ~~Block Trade fees for Trade at Settlement ("TAS") transactions in VX futures executed as Block Trades are capped at $500.00 per trading day for each TPH.~~

[8] A TPH shall be entitled to obtain a single Trading Permit. A Pool Manager may obtain a single Trading Permit for the Pool Manager and all of the Pools approved under Rule 305A for which it acts as Pool Manager. If there is more than one Pool Manager for a Pool or Pools, the Pool Managers for the Pool(s) may obtain a single Trading Permit for the Pool Managers and all of the Pools approved under Rule 305A for which they act as Pool Manager. The monthly fee for a Trading Permit is based on the capacity or capacities of the TPH on CFE. There are three categories of capacities specified in the CFE Fee Schedule. If a TPH has capacities in multiple categories, the TPH is assessed the monthly Trading Permit fee for each category. If a TPH has capacities in the same category, the monthly Trading Permit fee for that category covers all capacities in that category and the TPH is not assessed an additional monthly Trading Permit fee for that category. The following capacities have the following meanings solely for the purpose of assessment of Trading Permit fees:

Clearing Firm: A Trading Privilege Holder has a Clearing Firm capacity if the Trading Privilege Holder (i) is a member of the Clearing Corporation that is authorized under the rules of the Clearing Corporation to clear trades in Contracts traded on the Exchange and (ii) guarantees and/or clears transactions on the Exchange executed by the Trading Privilege Holder itself and/or one or more other Trading Privilege Holder(s). If a Clearing Member executes transactions on the Exchange as agent for one or more other Person(s), the Clearing Member shall also be deemed to have a Broker capacity. If a Clearing Member executes transactions on the Exchange for its own account, the Clearing Member shall also be deemed to have a Proprietary Trading capacity.

Broker: A Trading Privilege Holder has a Broker capacity if the Trading Privilege Holder executes transactions on the Exchange as agent for one or more other Person(s). If a Trading Privilege Holder with a Broker capacity executes transactions on the Exchange for the Trading Privilege Holder's own account, the Trading Privilege Holder shall also be deemed to have a Proprietary Trading capacity. If a Trading Privilege Holder has a Proprietary Trading capacity and the only other Person(s) for which the Trading Privilege Holder executes transactions on the Exchange as agent are affiliates of the Trading Privilege Holder, the Trading Privilege Holder shall not be deemed to have a Broker capacity for this purpose.

Proprietary Trading: A Trading Privilege Holder has a Proprietary Trading capacity if the Trading Privilege Holder executes transactions on the Exchange for the Trading Privilege Holder's own account.

Pool Manager/Pooled Investment Vehicle ("Pool"): These capacities have the meanings set forth in Rule 305A.

The applicable Trading Permit fee(s) shall be assessed for a calendar month unless a TPH provides notice of the termination of a TPH capacity for the purpose of assessment of Trading Permit fees, or of the termination of a Trading Permit, in a form and manner prescribed by the Exchange by no later than 4:00 p.m. Chicago time on the second-to-last business day of the prior calendar month.

[9] A monthly or quarterly fee under the CFE Fee Schedule will be prorated for the initial month or quarter in which it is applicable, with the exception of Device/Authorized User fees which are not prorated for any month in which they are applicable. A monthly or quarterly fee under the CFE Fee Schedule is not prorated for the final month or quarter in which it is applicable (unless that final month or quarter is the same as the initial month or quarter in which the fee is applicable).

[10] A Trading Permit Holder application fee is not applicable if a former Trading Privilege Holder applies for reinstatement as a Trading Privilege Holder within 30 days of termination as a Trading Privilege Holder.

[11] This fee is assessed for each investigation that is conducted of any Trading Privilege Holder applicant; any executive officer, authorized signatory, or administrator of an applicant; and any executive officer, authorized signatory, or administrator added by an existing Trading Privilege Holder.

The iBoxx® iShares® $ High Yield Corporate Bond Index and the iBoxx® iShares® $ Investment Grade Corporate Bond Index (the "Indexes") referenced herein are the property of Markit Indices Limited ("Index Sponsor") and have been licensed for use in connection with Cboe® iBoxx® iShares® $ High Yield Corporate Bond Index Futures and Cboe® iBoxx®

iShares® $ Investment Grade Corporate Bond Index Futures. Each party to a Cboe® iBoxx® iShares® $ High Yield Corporate Bond Index Futures or Cboe® iBoxx® iShares® $ Investment Grade Corporate Bond Index Futures transaction acknowledges and agrees that the transaction is not sponsored, endorsed or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Indexes or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Indexes or any data included therein, the results obtained from the use of the Indexes and/or the composition of the Indexes at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Indexes at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Indexes, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein.

The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of purchasing or selling Cboe® iBoxx® iShares® $ High Yield Corporate Bond Index Futures or Cboe® iBoxx® iShares® $ Investment Grade Corporate Bond Index Futures, the ability of the Indexes to track relevant markets' performances, or otherwise relating to the Indexes or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Indexes. No party purchasing or selling Cboe® iBoxx® iShares® $ High Yield Corporate Bond Index Futures or Cboe® iBoxx® iShares® $ Investment Grade Corporate Bond Index Futures, nor the Index Sponsor, shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Indexes.

iBoxx® is a service mark of IHS Markit Limited.

The iBoxx® iShares® $ High Yield Corporate Bond Index and the iBoxx® iShares® $ Investment Grade Corporate Bond Index (the "Indexes") and futures contracts on the Indexes ("Contracts") are not sponsored by, or sold by BlackRock, Inc. or any of its affiliates (collectively, "BlackRock"). BlackRock makes no representation or warranty, express or implied to any person regarding the advisability of investing in securities, generally, or in the Contracts in particular. Nor does BlackRock make any representation or warranty as to the ability of the Indexes to track the performance of the fixed income securities market, generally, or the performance of HYG, LQD or any subset of fixed income securities.

BlackRock has not calculated, composed or determined the constituents or weightings of the fixed income securities that comprise the Indexes ("Underlying Data"). BlackRock is not responsible for and has not participated in the determination of the prices and amounts of the Contracts, or the timing of the issuance or sale of such Contracts or in the determination or calculation of the equation by which the Contracts are to be converted into cash (if applicable). BlackRock has no obligation or liability in connection with the administration or trading of the Contracts. BlackRock does not guarantee the accuracy or the completeness of the Underlying Data and any data included therein and BlackRock shall have no liability for any errors, omissions or interruptions related thereto.

BlackRock makes no warranty, express or implied, as to results to be obtained by Markit or its affiliates, the parties to the Contracts or any other person with respect to the use of the Underlying Data or any data included therein. BlackRock makes no express or implied warranties and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use with respect to the Underlying Data or any data included therein. Without limiting any of the foregoing, in no event shall BlackRock have any liability for any special, punitive, direct, indirect or consequential damages (including lost profits) resulting from the use of the Underlying Data or any data included therein, even if notified of the possibility of such damages.

iShares® is a registered trade mark of BlackRock Fund Advisors and its affiliates.