
**ABSENCE MANAGEMENT SERVICES AGREEMENT
ADMINISTRATIVE SERVICES ONLY**

Clubcorp USA Inc. DBA Invited Clubs
5221 North O'Connor Blvd Suite 300
Irving, TX 75039

Services Performed By:

The Lincoln National Life Insurance Company

ABSENCE MANAGEMENT SERVICES AGREEMENT

This Absence Management Services Administration Agreement (“Agreement”) is entered into between Clubcorp USA Inc. DBA Invited Clubs (“Sponsor”), and The Lincoln National Life Insurance Company together with its affiliates and subsidiaries (“Lincoln”) individually and collectively referred to as “Party” and “Parties,” respectively, and is effective on January 1, 2025 (“Effective Date”).

WHEREAS, the Sponsor has established an employee leave policy (“Leave Policy”);

WHEREAS, the Leave Policy includes features to comply with the Family and Medical Leave Act and regulations issued thereunder (“FMLA”), state leave laws of a similar nature standardly administered by Lincoln, and other agreed upon Sponsor leave policies;

WHEREAS, the Sponsor has requested Lincoln to perform certain administrative services described in Annex B attached to this Agreement (“Services”), with respect to the Leave Policy;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Sponsor and Lincoln agree as follows:

Part One. THE SPONSOR’S OBLIGATIONS

- A. The Sponsor will maintain, or outsource administration of, the short-term disability (“STD”) and long-term disability (“LTD”) benefit plans for its employees through Lincoln, which are not subject to this Agreement. The Sponsor may not be required to offer STD benefits through Lincoln for employees located in states with statutory disability requirements.
- B. The Sponsor will:
 1. Provide on a timely basis any information required in Annex B or any other information that Lincoln may require to perform the Services;
 2. Establish and maintain such accounts and records, assume such responsibilities and perform on a timely basis such functions as required in Annex B; and
 3. Provide timely notification to Lincoln of any termination or modification of the Leave Policy.
- C. Lincoln will not be considered to have failed to perform its obligations under this Agreement if any delay or non-performance on its part is due, in whole or in part, to the Sponsor's failure to discharge its own obligations promptly, including without limitation, the failure to provide to Lincoln, in a timely manner, any information required in the agreed upon format.
- D. Lincoln will be entitled to rely upon information provided by the Sponsor in the Leave Policy and/or information provided to Lincoln by the Sponsor’s authorized representatives in connection with Lincoln’s performance of the Services under this Agreement. The Sponsor will provide Lincoln with the names of individuals authorized to act for the Sponsor in connection with this Agreement, together with a statement regarding the extent of their authority. Lincoln will be entitled to rely upon the instructions and directions from such individuals unless the Sponsor notifies Lincoln in writing of any changes to the authorized individuals. Lincoln will not be responsible for any error in the administration of any part of the Leave Policy which results directly or indirectly from its reliance on the information provided by the Sponsor or the Sponsor’s authorized representatives or from following the Sponsor’s instructions or the instructions of the Sponsor’s authorized representatives.

ABSENCE MANAGEMENT SERVICES AGREEMENT

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- E. In the event Lincoln has agreed to assume administration of leave claims that were initiated prior to the effective date of Lincoln's Services under this Agreement, Lincoln will be entitled to rely on the information Lincoln receives from the Sponsor or the Sponsor's previous service provider for such claims and Lincoln will not be responsible for any error resulting from the inaccurate administration of such claims prior to the effective date of this Agreement.
- F. In the event the Sponsor is unable to provide to Lincoln historical leave information, the Sponsor understands and agrees that leave information and entitlement used prior to the effective date of this Agreement will not be considered in making employee leave determinations.
- G. When applicable, the Sponsor will reimburse Lincoln for any premium taxes or similar gross receipts taxes attributable to this Agreement, any related interest, fines or penalty charges, and any expenses incurred in reasonable legal efforts to avoid tax liability, whether successful or not. Lincoln will make reasonable legal efforts to avoid liability for any such taxes, interest, or penalties. But Lincoln need not make any such efforts, after consulting with the Sponsor, which in Lincoln's best reasonable judgment are unwarranted in view of any of the following conditions:
 - 1. the prospects for success,
 - 2. the amounts at stake,
 - 3. the number of taxable years affected,
 - 4. the value of the case as a precedent,
 - 5. the time and expense involved, or
 - 6. the potential effects on Lincoln's other business.

Reimbursement will be paid by the Sponsor within thirty (30) days of Lincoln's notification.

Part Two. LINCOLN'S OBLIGATIONS

- A. Lincoln will perform the Services as specified in Annex B on behalf of the Sponsor, in connection with the Leave Policy.
- B. Lincoln will maintain records used in the performance of the Services pursuant to law and regulation, and in accordance with Lincoln's records retention policy, for seven (7) years following the calendar year in which the Service was performed. The Sponsor will have the right to inspect the leave claim record maintained by Lincoln pursuant to this Agreement in connection with the Sponsor's employees upon reasonable notice from the Sponsor not less than thirty (30) days in advance during the term or the provision of the Services.
- C. Upon termination of this Agreement Lincoln will make available to the Sponsor, in Lincoln's standard format, a report of leave claims managed during the term of this Agreement.

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Part Three. CONFIDENTIALITY AND RECORD RETENTION

- A. "Confidential Information" means, collectively and without limitation, any and all: (i) "non-public personal information," "personally identifiable information," "personal information," or "protected health information" within the meaning of applicable privacy laws and regulations ("PII"); (ii) matters related to the administration of the Leave Policy, including but not limited to the information contained in the leave claim files, and (iii) other information of a similar nature not generally disclosed to the public. Notwithstanding the foregoing and except to the extent that it constitutes PII, Confidential Information will not include any information that: (a) is or becomes generally available to the public, other than as a result of a breach of the Agreement; (b) is lawfully obtained from a third party with the right to disclose such information; or (c) is independently developed by a Party without use of the other Party's Confidential Information.
- B. The Parties will not disclose or use any Confidential Information except for purposes of carrying out or improving the Services under this Agreement, pursuant to an authorization, as permitted by Lincoln's Privacy Notice, or as required or permitted by applicable state or federal law or regulation governing the use or disclosure of medical records and non-public personally identifiable information.
- C. The Parties acknowledge that in providing Services under this Agreement, Lincoln currently is not a Covered Entity or a Business Associate, as those terms are defined in the Health Insurance Portability and Accountability Act of 1996, including without limitation any associated promulgated rules or implementing regulations or subsequent amendments ("HIPAA").
- D. The Sponsor understands and agrees that certain information (as an example and not in limitation data entered into a claim record, treatment record, statistical or actuarial record) some of which may be Confidential Information provided to or acquired by Lincoln in the course of providing insurance and insurance related services hereunder becomes part of the business records of Lincoln ("Insurance Company Records") and Insurance Company Records are required to be maintained by Lincoln pursuant to law and regulation and the ordinary conduct of its business. The Sponsor understands and agrees further that data and statistics derivative of Insurance Company Records are created and used by Lincoln in conduct of its business of insurance for the following purposes: underwriting, rate making, claim administration, insurance research, process improvements, fraud detection, fraud prevention, authorized disclosures to an insurance information bureau, performance under this Agreement or as required by law. The Sponsor understands and agrees that nothing in this Agreement will require Lincoln to destroy, fail to maintain or deny use of Insurance Company Records or the creation and use of derivative data in the ordinary conduct of Lincoln's insurance business.

Part Four. CHARGES FOR THE SERVICES

- A. Charges for the Services will be according to the Schedule of Charges described in Annex C attached to this Agreement. Within sixty (60) days of the first of every month following the effective date of this Agreement:
 - 1. Sponsor will report to Lincoln the total number of employees covered under the Leave Policy; and
 - 2. Sponsor will pay the charges due to Lincoln.

Lincoln will bill the Sponsor directly each month for any other charges that are outside of the monthly per employee rate provided in Annex C.

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- B. Lincoln may change the rates set forth in Annex C upon giving at least thirty-one (31) days' prior written notice of such change, subject to the agreement not to increase such rates for certain periods as specified in Annex C. However, Lincoln may change the rates set forth in Annex C and any agreement not to increase these rates for a certain period, if any of the following events occur:
1. The number of covered lives changes by 15%;
 2. The Sponsor modifies its Leave Policy;
 3. The Sponsor requests that Lincoln perform additional Services; or
 4. Legislation is enacted, or regulations are adopted, which require Lincoln to perform additional services.

Such change will become effective on the date Lincoln designates.

Part Five. FINAL AUTHORITY AND COMPLIANCE WITH LAW

- A. Final authority, discretion and responsibility for the Leave Policy and its operation are vested solely in the Sponsor, including without limitation, the determination of eligibility and the approval of leaves and Lincoln is empowered to act on behalf of the Sponsor for the Leave Policy only as expressly stated in this Agreement or as mutually agreed in writing by Lincoln and the Sponsor.
- B. It is understood that the legal status of the Leave Policy under applicable law are matters for the Sponsor's determination, and that Lincoln bears no such responsibility. It is further understood that Lincoln is neither the administrator nor a fiduciary of the Leave Policy for purposes of any Federal, State or local law or regulation. It is further understood that Lincoln is not responsible for the Leave Policy's compliance with the Federal Family and Medical Leave Act or any other state or local law of a similar nature and that the Sponsor is solely responsible for compliance with such laws and, in no event, shall Lincoln be responsible to reimburse or indemnify the Sponsor for any losses, damages, awards or penalties the Sponsor incurs as a result of failure to comply with such laws.

Part Six. TERM AND TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by the mutual agreement of the Parties or by one Party upon thirty (30) days' advance written notice to the other Party. Alternatively, this Agreement will terminate on the earliest of:
1. The date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because of the Sponsor's failure to remit to Lincoln charges for Services within sixty (60) days from the date they were due;
 2. The date specified in a written notice Lincoln provides to the Sponsor of Lincoln's intent to terminate this Agreement because any state or other jurisdiction in which the Leave Policy is applicable enacts a law or interprets existing law in a manner which Lincoln has determined, upon the advice of its counsel, will prohibit the continuance of this Agreement;
 3. The termination of the Short Term Disability and Long Term Disability Administrative Services Only Agreement and/or any short term disability and long term disability insurance policy between Lincoln and the Sponsor;

ABSENCE MANAGEMENT SERVICES AGREEMENT

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4. The Sponsor's termination or modification of the Leave Policy. Notwithstanding the foregoing, however, the modification will not have the effect of terminating this Agreement if this Agreement is changed to replace the Leave Policy under this Agreement or while this Agreement is being continued, by mutual agreement between the company and the Sponsor, in anticipation of such a change.
- B. Upon termination of this Agreement, Lincoln will cease to perform all Services on the termination date and will have no further obligations of any kind for any closed, pending, ongoing or new leave claims, whether received by Lincoln either before or after the termination date. As soon as practicable after the termination date, Lincoln will transfer all pending and ongoing requests and leave claims to the Sponsor for administration. Notwithstanding the foregoing, upon mutual agreement between the Parties and the continued payment of the agreed-upon Service Charge, Lincoln shall continue to provide Services with respect to an existing leave as of the date of termination until the earlier of, exhaustion of the leave benefit for that leave or 90 days following termination. The Sponsor will be responsible for complying with all of the Sponsor requirements, including but not limited to any applicable claim payment reimbursement under the Agreement.
 - C. The rights and duties contained in any indemnification and/or hold harmless provisions of this Agreement will survive its termination.

Part Seven. INDEMNIFICATION

- A. The Sponsor will indemnify, defend, and hold harmless Lincoln, its affiliates, its subcontractors, and their respective directors, officers, employees or agents, from and against third party claims, damages, expenses, costs (including reasonable attorneys' fees and litigation expenses), and other liabilities of any nature that such parties may incur to the extent that such liabilities result directly or indirectly from: (i) inaccurate or insufficient data provided by the Sponsor, or a third party at the Sponsor's written direction, as it relates to historical or open leave information under the Leave Policy, or eligibility information; (ii) inaccuracies or errors resulting from the Sponsor providing information in a nonstandard file format; (iii) the Sponsor's direction for Lincoln to take over the Sponsor's family and medical leave claim administration without open or closed leave claims data; (iv) Lincoln's actions taken or not taken at the Sponsor's direction; (v) the Sponsor's use of, or disclosure of employee-related materials maintained, created, or provided by Lincoln; or (vi) any claim, action, or litigation brought by an employee of the Sponsor (except to the extent it is determined that such liabilities are caused solely by Lincoln's gross negligence, willful misconduct, criminal conduct, or fraud).
- B. Lincoln will indemnify, defend and hold harmless the Sponsor, its affiliates and respective directors, officers, employees and agents, from and against third party claims, damages, expenses, costs (including reasonable attorneys' fees and litigation expenses), and other liabilities of any nature that such parties may incur to the extent that such liabilities are determined to have been caused solely by Lincoln's gross negligence, willful misconduct, criminal conduct, or fraud.

ABSENCE MANAGEMENT SERVICES AGREEMENT

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C. Notwithstanding any other provision of this Agreement, and as a matter of law, the Sponsor will be solely liable for any benefit payments to employees that are payable under the terms of the Leave Policy, and the cost of all legal fees associated with any claim, appeal or litigation relating to claims for payments due under the Leave Policy, regardless of whether any act or omission by either Lincoln or the Sponsor is or is not determined to have caused or contributed to, such liability and in no event will Lincoln have any liability for, or obligation to indemnify the Sponsor for, the payment of any such amount.

D. Indemnification Claims

1. Promptly, upon becoming aware of any matter which is subject to a claim for indemnification under this Agreement ("Claim"), the Party seeking indemnification ("Indemnified Party") must give prompt written notice of the Claim to the other Party ("Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.
2. The Indemnifying Party will have the right, at its option, to settle or defend the Claim, at its own expense and with its own counsel. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability, confession of judgment, admission of wrongdoing, or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other access to all relevant information, including periodic reports about the status of any legal proceedings under this provision upon request.
3. If the Indemnifying Party: (a) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within thirty (30) days after receipt of a notice of a Claim, or (b) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for damages incurred by the Indemnified Party in defending or settling the Claim.
4. Neither Party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim) if the Indemnified Party fails to notify the Indemnifying Party of the Claim promptly and provide reasonable cooperation and information to defend or settle the handling and defense of the Claim, to the extent that such failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

Part Eight. MISCELLANEOUS PROVISIONS

A. Legal or Regulatory Proceedings

The Parties will promptly advise each other in writing of any potential or actual legal or regulatory proceedings concerning the Policy or the activities of either Party with respect to the Leave Policy. Furthermore, the Parties agree to cooperate with each other about potential or actual legal or regulatory proceedings.

ABSENCE MANAGEMENT SERVICES AGREEMENT

(Continued)

B. Assignment

The Sponsor may not assign its rights under this Agreement without first obtaining the written consent of Lincoln; provided, however, that the Sponsor may assign this Agreement in connection with the sale or other transfer of all or part of its business, following notice to Lincoln. This Agreement will be binding on any authorized successors or assigns.

C. Amendments

This Agreement includes all attached Annexes and may be changed by an amendment signed by the duly authorized representatives of the Sponsor and Lincoln. No term or provision of this Agreement will be waived, and no breach will be excused, unless the waiver or consent is signed by the Party claimed to have waived or given consent, nor will failure to enforce any right under this Agreement constitute a continuing waiver of the same or a waiver of any other right hereunder.

D. Service Providers

Any of the functions to be performed by Lincoln under this Agreement may be performed by Lincoln or any of its subsidiaries, affiliates, or parent companies, or any independent entity with whom Lincoln contracts, as long as Lincoln remains fully responsible to the Sponsor for the performance of such functions.

E. Notices

Any notices required or provided for under this Agreement will be in writing and sent by regular U.S. mail with tracking or overnight delivery, electronic mail that provides verification of receipt, or by personal service to the Sponsor at address listed on page 1 of this Agreement and to Lincoln at:

The Lincoln National Life Insurance Company
Attn: Vice President, Group Underwriting
8801 Indian Hills Drive
Omaha, NE 68114

Copy to:
The Lincoln National Life Insurance Company
Chief Counsel, Group Protection
8801 Indian Hills Drive
Omaha, NE 68114

Notice will be deemed received: (1) on the business day notice is personally delivered or served to the recipient, (2) on the fifth business day after notice is deposited in the U.S. mail; or (3) on the business day following deposit with a recognized overnight commercial carrier.

F. Choice of Law

This Agreement is governed by and will be construed in accordance with the laws of the State of Indiana, without regard to conflict of laws principles.

ABSENCE MANAGEMENT SERVICES AGREEMENT

(Continued)

G. Waiver of Jury Trial

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNEES.

H. Names and Marks

Neither Party will use the other Party's name, brand, trademarks, or publicity rights without prior written approval from the other Party.

I. Relationship of Parties

The Parties intend to create a relationship of independent contractors, and nothing contained in this Agreement is to be construed to make either Party a partner, joint venture, principal, agent or employee of the other. Neither Party has any right, power or authority, express or implied, to bind the other.

J. Entire Agreement

This Agreement includes all annexes, appendices, exhibits, attachments, schedules and amendments, and sets forth the entire agreement and understanding of the Parties for the Services provided under this Agreement, and supersedes all prior agreements, arrangements, course of performance, trade usage, course of dealing and understandings relating to its subject matter. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement may not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

K. Severability

If any provision of this Agreement or the application thereof to any Party or circumstances will, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and every other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

L. Force Majeure

Neither Party will be liable for any failure or delay in performance (other than for delay in the payment of money due and payable), as a result of conditions beyond its reasonable control, including but not limited to war, strikes, fires, floods, acts of God, pandemics, epidemics, attempted acts of terrorism, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, and any such failure or delay will not be deemed a breach of this Agreement.

M. Self-Billing Review

While this Agreement is in effect and within one (1) year after its termination, Lincoln, after giving the Sponsor thirty (30) business days' written notice, may review the Sponsor's, and any affiliated employer's books and records which are relevant to the self-billing process for Services provided under this Agreement.

ABSENCE MANAGEMENT SERVICES AGREEMENT
(Continued)

N. **Post Termination Provisions**

The terms of this Agreement that by their nature should survive termination of this Agreement will survive termination of this Agreement including, without limitation, the provisions concerning protection of Confidential Information and indemnification.

The number of this Agreement is: PD3-890-LF1568-01

IN WITNESS WHEREOF, Lincoln and the Sponsor have caused this Agreement to be executed in duplicate by their representatives duly authorized to do so.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Vice President, Group Underwriting

ANNEX A
of
ABSENCE MANAGEMENT SERVICES AGREEMENT

THE SPONSOR'S LEAVE POLICY / LEAVE POLICY SPECIFICATIONS

ANNEX B
of
ABSENCE MANAGEMENT SERVICES AGREEMENT

This Annex B describes the Services to be performed by Lincoln and certain obligations of the Sponsor in connection with the Leave Policy attached in Annex A of the Agreement.

Part One. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will provide to Lincoln all the information that Lincoln may require to perform the Services, including, but not limited to:
 - 1. The rules and parameters of its Leave Policy, including who is eligible for which type of leaves;
 - 2. The criteria and data which are necessary to determine whether a leave event is authorized; and
 - 3. The rules for determining duration of leaves to be granted to eligible employees.
- B. The Sponsor, or a third party at the Sponsor's written direction, will provide to Lincoln an electronic eligibility file, in a form or format agreed upon by Lincoln, containing timely and accurate information for all employees as outlined in the eligibility file layout. Lincoln will rely on such eligibility file, as provided by the Sponsor, to perform the Services. The Sponsor understands and agrees that its failure to provide timely and accurate eligibility files may lead to inaccurate leave determinations.
- C. The Sponsor will provide to Lincoln notice of an employee's leave request if the employee has not provided the required notice of leave to Lincoln, including the identity of the Sponsor, information regarding the time of leave, circumstances of the leave request, the name and address of the employee and such other information as may be reasonably requested by Lincoln in order to perform the Services.
- D. In the event that the Sponsor determines that Lincoln has misinterpreted the requirements of the Leave Policy and so informs Lincoln in writing, all leave determinations reported after delivery of such writing will be made according to the Sponsor's interpretation as set forth in such writing. If Lincoln disagrees with the Sponsor's interpretation, such interpretation will not be binding regarding any administration practices or system configurations Lincoln or its parents or affiliates have established, and the parties will make good faith efforts to work cooperatively to accommodate Sponsor's interpretation. If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.
- E. All leave requests determined by Lincoln to require additional review by the Sponsor will be referred to the Sponsor for determination.
- F. Lincoln will rely on the information provided to it by the Sponsor or the Sponsor's third party upon the Sponsor's direction, and the Sponsor will hold Lincoln harmless for any inaccuracy in such information.
- G. The Sponsor, or a third-party at Sponsor's written direction, shall provide a Workers' Compensation report with claim status information to Lincoln as directed by the Sponsor to set up new leaves or update existing leaves based on the Workers' Compensation claims that are running concurrently with leaves Lincoln has agreed to administer pursuant to this Agreement.

ANNEX B
of
ABSENCE MANAGEMENT SERVICES AGREEMENT
(Continued)

Part Two. LINCOLN'S OBLIGATIONS

- A. During the term of the Agreement Lincoln will review all leave requests within the timeframe required under the applicable law or regulation, in accordance with the Leave Policy, and any additional specifications provided by the Sponsor or the Sponsor's authorized representatives to establish whether the employee is eligible for leave under the terms of the Leave Policy. Lincoln will perform the following Services in connection with the Leave Policy:
1. Utilize the information provided by the Sponsor and the Sponsor's employees to determine leave eligibility and approve or deny leave requests;
 2. Send required notices, including but not limited to, leave eligibility and determination, to employees who apply for leaves, with a copy to the designated Sponsor contacts;
 3. When possible, utilize coordinated certification process for leave request approval and entitlement decisions when an employee requests leave due to the employee's own serious health condition;
 4. When necessary, distribute required notices and requests for supporting documentation to employees following the receipt of a leave request;
 5. Load and maintain a database of FMLA and other leave claims data relating to the Sponsor's employees to include FMLA hours taken, FMLA hours available, and tracking of FMLA leaves;
 6. Make Lincoln's standard status reports available to the Sponsor;
 7. Respond to employee inquiries regarding the status of a leave and/or leave request;
 8. Materially comply with all laws, regulations, rules and orders of any governmental authority to the extent applicable to Lincoln's obligations under this Agreement.
- B. When Lincoln receives a completed medical certification form, Lincoln will:
1. Evaluate the medical information and inform the Sponsor and employee whether the information provided supports the employee's leave request;
 2. Authenticate or clarify any unclear, illegible, or incomplete information contained on the medical certification form; and
 3. Initiate medical recertification when permitted by applicable law and at the frequency defined within the Leave Policy.
- C. If the Sponsor requests a second or third opinion at the Sponsor's expense, Lincoln will inform the employee of the second or third opinion appointment. Lincoln will follow up with the employee to obtain a complete medical certification form and to ensure Lincoln's receipt of the form within the timeframe prescribed in the Leave Policy. Lincoln will evaluate subsequent medical certification forms against the original medical certification form. If Lincoln does not receive the form within the designated time frame, Lincoln will notify the Sponsor.

ANNEX C
of
ABSENCE MANAGEMENT SERVICES AGREEMENT
SCHEDULE of CHARGES

Effective January 1, 2025 between The Lincoln National Life Insurance Company, together with its affiliates and subsidiaries (*hereinafter referred to as Lincoln*) and Clubcorp USA Inc. DBA Invited Clubs (*hereinafter referred to as the Sponsor*).

Administrative Service Charges

The monthly expense charge for the Services provided under the Agreement for each of the 12 months beginning on January 1, 2025 and ending on December 31, 2025, and for succeeding 12 month periods will be determined as follows:

For Administrative Services Charges:

Number of Employees covered under the Plan multiplied by monthly Per Employee Rate

Monthly per Employee Rate (non-paid leave): \$ 1.93

The actual monthly Employee exposure is the actual total number of Employees in active employment covered under the Plan and included on the electronic eligibility file as of the first submission of the month.

Pricing includes FMLA and state mandated leaves only.

Additional customized installation work will be subject to additional charges, based on programming and management time.

After the first 36 months of the Agreement, Lincoln may change the rates set forth above upon giving at least 31 days prior written notice of such change. The rates shown above are subject to the terms stated in Part Four B of the Agreement.