

LANG LANG’s “KEYS OF INSPIRATION” at Newark Board of Education

Second Amendment

This Amendment No. 1 to LANG LANG’s “KEYS OF INSPIRATION” at Newark Public Schools Agreement (“Second Amendment”), is effective as of September 2021, by and between the Lang Lang International Music Foundation (“Foundation”) and Newark Public Schools (the “District”) on behalf of the school(s) listed in Section 2 herein. Foundation and District are referred to as a “Party” and collectively as the “Parties.”

WHEREAS, on June 1, 2018, the Parties executed that certain Agreement regarding the Keys of Inspiration® program as amended in August 2019 (the “Agreement”); and

WHEREAS, on August 2019, the Parties executed the First Amendment to the 2018 Agreement to add the school(s) listed in Section 2; Rafael Hernandez School, 13th Ave/Dr. MLK Jr. Renew School and Lincoln School.

WHEREAS, the Parties now wish to amend Schedule I to the Agreement to add the school(s) listed in Section 2 herein as Schools in the Program as well as amend certain other sections in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

1. **Definitions:** All terms not defined herein shall have the meanings as set forth in the Agreement.
2. **Amendments to the Program Agreement:** Schedule I of the Agreement is amended to add the following Schools:

School Name and Address	Number of Pianos
Principal Name: Karisa DeSantis School Name: Elliott Street School School Address: 721 Summer Ave Contact email address: kdesantis@nps.k12.nj.us	A number of Pianos that the Foundation and the District agree to by writing (email being sufficient) 29
Principal Name: Samuel Garrison School Name: Camden Street School School Address: 281 Camden Street, Newark NJ 07103 Contact email address: sgarrison@nps.k12.nj.us	A number of Pianos that the Foundation and the District agree to by writing (email being sufficient) 25

3. **Obligations:** The Parties agree that all terms and conditions contained in the Agreement will apply to the Schools added to Schedule I pursuant to the terms herein.

4. **No Other Amendments or Waivers.** Except as modified by this Second Amendment, the Agreement shall each remain in full force and effect, enforceable in accordance with its terms. Except as expressly set forth herein, this Second Amendment is not a consent to any waiver or modification of any other terms or conditions of the Agreement or any of the instruments or documents referred to in the Agreement and shall not prejudice any right or rights which the parties hereto may now or hereafter have under or in connection with the Agreement or any of the instruments or documents referred to therein.

5. **COVID-19:** In the event that circumstances due to COVID-19 prevent or are likely to prevent any of the New Schools from being able to comply with its obligations under the Agreement for the 2021-2022 academic year, such New School shall inform the Foundation (in accordance with the notice provisions of the Agreement) of such anticipated failure to comply as soon as practicably possible, but no later than one (1) month prior to the start of the 2021-2022 academic year (the “COVID Notice”). The COVID Notice must contain a statement that describes a virtual music instruction and education program curriculum that the New School will be able to implement during the 2021-2022 academic year (the “Virtual Music Curriculum”). Upon receipt of the Notice, the Foundation, at its sole discretion, shall consider whether to provide a waiver of such obligations for the 2021-2022 academic year (the “Waiver”); provided, that the Foundation is not obligated to provide the Waiver and expressly reserves the right to exercise any and all rights granted to it under the Agreement. In the event that the Foundation does provide the Waiver, such New School will use its reasonable best efforts to implement the Virtual Music Curriculum for its students.

6. **Counterparts:** This Second Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile shall be as effective as delivery of a manually executed counterpart of any such Second Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed the Second Amendment through their duly authorized representatives as of the effective date set forth herein.

Newark Board of Education

By: _____

DAWN HAYNES

BOARD PRESIDENT

Lang Lang International Music Foundation, Inc.

By: _____

Print Name: _____

Title: _____

I acknowledge, without agreeing to any such obligations in my individual capacity, that I have read and understand the obligations between the Foundation and the District with respect to the Agreement and the Second Amendment.

[Signature Page to Third Amendment]

