

LANG LANG’s “KEYS OF INSPIRATION” at [●]¹

[●]² Amendment

This Amendment No. [●] to LANG LANG’s “KEYS OF INSPIRATION” at the [●] (“Amendment”), is effective as of the date of last signature below, and between the Lang Lang International Music Foundation (“Foundation”) and [●] (the “District”) on behalf of the school(s) listed in Section 2 herein. Foundation and the District are referred to as a “Party” and collectively as the “Parties.”

WHEREAS, on [●]³, the Parties executed that certain Agreement regarding the Keys of Inspiration® program[, as amended by the [●]⁴] (the “Agreement”); and

WHEREAS, the Parties now wish to amend Schedule I to add the school(s) listed in Section 2 herein as Schools in the Program (each such School, a “New School”).

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 New Schools:

School Name and Address	Number of Pianos
School Name: Address: Principal: Principal Contact:	A number of Pianos that the Foundation and the District agree to by writing (email being sufficient).
School Name: Address: Principal: Principal Contact:	A number of Pianos that the Foundation and the District agree to by writing (email being sufficient).

¹ Note to Draft: Insert name of District.

² Note to Draft: Insert amendment number.

³ Note to Draft: Insert date of original agreement.

⁴ Note to Draft: Describe any prior amendments, if applicable.

3. **Obligations.** The Parties agree that all terms and conditions contained in the Agreement will apply to the New Schools.
4. **No Other Amendments or Waivers.** Except as modified by this Amendment, the Agreement shall remain in full force and effect, enforceable in accordance with its terms. Except as expressly set forth herein, this 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. **Force Majeure.** No Party shall be liable for any failure or delay in performing an obligation under the Agreement due to unforeseen circumstances beyond such Party's reasonable control, including, without limitation: (a) acts of God, (b) industrial conflicts (including without limitation strikes, lockouts and work interruptions), (c) new government rules, regulations, suspensions or requisitions of any kind, (d) epidemics, pandemics (including the COVID-19 pandemic) or quarantines, (d) fires or explosions, (e) war or terrorism or (f) casualties or other accidents. Any Party affected by a force majeure event shall, promptly upon learning of such event, provide written notice to the other Party, stating the nature of such force majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect, including, in the case of the District and any such affected New School, all reasonable best efforts being used to continue offering musical instruction (including by means of a virtual music instruction and education program) as provided by the Agreement.
6. **Counterparts.** This 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 Amendment by facsimile shall be as effective as delivery of a manually executed counterpart of any such Amendment.

[Signature Page Follows]

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

[●]

By: _____

Print Name: _____

Title: _____

Date: _____

Lang Lang International Music Foundation, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

PRINCIPAL ACKNOWLEDGEMENT:

I _____ (print Principal's name) have read and understand the terms of the Foundation's grant. The Foundation acknowledges that the Principal is not liable for any breach of the Agreement.

By: _____

Print Name: _____

Title: _____

I _____ (print Principal's name) have read and understand the terms of the Foundation's grant. The Foundation acknowledges that the Principal is not liable for any breach of the Agreement.

By: _____

Print Name: _____

Title: _____