

EXHIBIT 3

**WINGSTREET ADDENDUM TO PIZZA HUT
FRANCHISE AGREEMENT AND EXHIBITS
(WITH STATE REQUIRED ADDENDA)**

1

WINGSTREET ADDENDUM TO PIZZA HUT, INC. FRANCHISE AGREEMENT

Effective this ___ day of _____, 20___, Pizza Hut, Inc. ("PHI") and _____ ("Operator") enter into this Addendum to Pizza Hut Franchise Agreement (this "Addendum").

WHEREAS, PHI and Operator are parties to one or more Pizza Hut, Inc. Franchise Agreements (each a "Franchise Agreement") which, as applicable, is denominated a "Territory Franchise Agreement" and grants to Operator the right to develop, open and operate Pizza Hut System Restaurants within a specifically denominated "Territory" (a "Territory Franchise Agreement"); or, in the alternative, is denominated a "Location Franchise Agreement" and grants to Operator the right to operate one or more Pizza Hut System Restaurants at one or more specified Locations (a "Location Franchise Agreement"); or, in the further alternative; is another form of Franchise Agreement ("Other Form of Franchise Agreement") than the foregoing bearing no such denomination but affording franchise rights with respect to Pizza Hut restaurants;

WHEREAS, WingStreet, LLC ("WS"), is a distinct and independent entity which, as in the case of PHI, is owned by YUM! Brands, Inc. ("YUM!");

WHEREAS, WS has developed and continues to develop and own a system for merchandising fried chicken wing products and related food items, which system includes distinctive signs, food recipes, uniforms, and various trade secrets and other confidential information, and in some cases also includes architectural designs, equipment specifications, layout plans, inventory, record keeping techniques and marketing techniques (hereinafter "the WingStreet System");

WHEREAS, WS has developed the WingStreet System through the expenditure of time, money, and effort and has maintained high standards of quality and service for operations in the WingStreet System, as a result of which the WingStreet System has acquired valuable goodwill and a favorable reputation;

WHEREAS, WS identifies the WingStreet System by certain trademarks, trade names, service marks, symbols, slogans, emblems, logos, designs, and other indicia of origin (the "WingStreet Marks"), including the trademark, trade name, and service mark "WingStreet" and such other marks as may be designated by WS in writing as being authorized for use in the WingStreet System, all of the WingStreet Marks being owned by WS and used by WS and its licensees and franchisees to identify for the public the source of the services rendered in accordance with the WingStreet System and the high standards of quality attendant thereto;

WHEREAS, WS has engaged PHI to manage, operate and administer the affairs of the WingStreet System in the continental United States (excluding Hawaii) and has licensed PHI to offer and sell WingStreet franchises in the continental United States (excluding Hawaii) as a subfranchisor of WS, all under authority of a certain license and management agreement (the "License Agreement") entered into between PHI and WS;

WHEREAS, PHI has decided to offer and sell WingStreet franchises to PHI franchisees on terms and conditions agreed to by and between PHI and the International Pizza Hut Franchise Holders Association ("I.P.H.F.H.A.");

WHEREAS, PHI has decided to grant Operator the right to develop and operate WingStreet outlets as cobranded units to be situated within some or all of Operator's Pizza Hut System Restaurants which are now developed and operational and/or, if the Franchise Agreement amended hereby is a Territory Franchise Agreement, within some or all such Pizza Hut System Restaurants that Operator may develop in the future (each a "WS Co-Brand Outlet"); and,

WHEREAS, Operator desires to develop and operate one or more WS Co-Brand Outlets within some or all of Operator's Pizza Hut System Restaurants now open and operational and/or, if the Franchise Agreement being amended hereby is a Territory Franchise Agreement, within some or all such Pizza Hut System Restaurants that Operator may develop in the future.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The recitals to this Addendum are hereby incorporated by reference.
2. Interpretation. All words, phrases or terms in this Addendum which are defined or ascribed meaning in the Franchise Agreement amended hereby shall have the same definitions or meanings ascribed to them in such Franchise Agreement.
3. A. Grant of Right. *(If The Franchise Agreement Being Amended Hereby Is A Location Franchise Agreement.)* Subject to the conditions set forth below (including the Growth Ready Standards described in Section 6), PHI hereby grants Operator the right to develop and operate WingStreet outlets as co-branded units to be situated within some or all of Operator's Pizza Hut System Restaurant Locations, whether now existing or which hereafter are subject to a Location Franchise Agreement. The WingStreet outlets to be operated by Operator hereunder are referred to herein as "WS Co-Brand Outlets" and individually as a "WS Co-Brand Outlet".
B. Grant of Right. *(If The Pizza Hut Franchise Agreement Being Amended Hereby Is A Territory Franchise Agreement.)* Subject to the conditions set forth below (including the Growth Ready Standards described in Section 6), PHI hereby grants to Operator the right to develop and operate WingStreet outlets as co-branded units within some or all of Operator's Pizza Hut System Restaurants within the Territory, whether now existing or hereafter developed by Operator under the Territory Franchise Agreement. The WingStreet outlets to be operated by Operator hereunder are also referred to herein as "WS Co-Brand Outlets" and individually as a "WS Co-Brand Outlet."

C. Operator's Notice of WS Co-Brand Outlet Development. Operator shall notify PHI in writing in accordance with PHI's site registration policies each time Operator elects to develop and operate one or more WS Co-Brand Outlets pursuant to the rights granted hereby.

4. Exclusivity. Pursuant to the License Agreement between WS and PHI, PHI and its franchisees will have the exclusive right to develop, open and operate WingStreet units in the continental United States (excluding Hawaii) through September 30, 2011 (the "Exclusivity Period"). If PHI franchisees open 1,000 or more WingStreet outlets prior to the expiration of the Exclusivity Period (excluding WS Co-Brand Outlets that have been refranchised by PHI or its affiliates), then such exclusivity shall remain with PHI and its franchisees in perpetuity and "Exclusivity" will have been attained. If PHI franchisees open fewer than 1,000 WingStreet outlets prior to the expiration of the Exclusivity Period, then YUM! Brands, Inc. may thereafter offer WingStreet opportunities to persons other than Pizza Hut franchisees (including, without limitation, through other YUM!'s Brands, Inc. brands, networks and/or subsidiaries). This Exclusivity Period shall be extended if, and to the extent that, PHI franchisees collectively are materially delayed in their ability to develop WingStreet units due to circumstances reasonably beyond their control, including (without limitation) failure by PHI to perform its obligations to franchisees under this Addendum; nonavailability of required signs, equipment or other fixtures; national emergencies or moratoria; or, material general restrictions of commercial property development, *provided, however*, that financial factors, such as the inability of PHI franchisees to obtain financing for WingStreet unit development or the economic performance of existing WingStreet units, shall not give rise to any extension of the Exclusivity Period.

(If the Pizza Hut Franchise Agreement Being Amended Hereby is a Territory Franchise Agreement.) In the event that PHI franchisees achieve Exclusivity by the conclusion of the Exclusivity Period as above provided, then Operator agrees that PHI and I.P.H.F.H.A. will develop standards addressing what constitutes adequate WingStreet trade area coverage ("Adequate WingStreet Trade Area Coverage") and the rights and obligations of, and the procedures to be followed by, the parties if it is determined that a franchisee is not providing Adequate WingStreet Trade Area Coverage. Such agreement between PHI and I.P.H.F.H.A. will be binding upon Operator and PHI, *provided, however*, that under any such future standards, PHI's only remedy if a franchisee fails to provide "Adequate WingStreet Trade Area Coverage" will be for PHI to develop, open and operate freestanding WingStreet outlets within Operator's Territory if, but only if, PHI first demonstrates, based upon one year's operation of the number of units set forth below in the applicable County group, that such units can sustain themselves financially as free-standing WingStreet units:

"A" Counties - - six units.

"B" Counties - - six units.

"C" Counties - - four units.

"D" Counties - - four units.

County groups shall be defined as set forth in that certain Settlement Agreement, dated September 30, 2005 by and between PHI and I.P.H.F.H.A., which definition may be changed from time to time by mutual agreement between PHI and I.P.H.F.H.A.

Satisfaction of the WingStreet financial sustainability criteria referred to herein shall be determined on a county category basis, as set forth above. By way of example only, if PHI can demonstrate the sustainability of freestanding WingStreet outlets in "A" Counties, but not in "B", "C" or "D" Counties, in such event PHI shall be entitled to develop freestanding WingStreet outlets in "A" Counties but in no others. Operator may be requested to assist PHI in developing certain such freestanding WingStreet units in "C" and "D" Counties at PHI's expense. Should Operator agree to do so and thereafter operate such a "test" unit in a "C" or "D" County, then PHI will, upon request of Operator, rebrand such unit to Operator, in consideration for which Operator will reimburse PHI for its construction and other non-recouped costs of developing and operating such unit; will pay on and after such date as the unit is transferred to Operator the Service Fees and advertising expenditures required by this Addendum; but, shall be relieved from paying any initial franchise (or similar) fee otherwise due hereunder.

Moreover, it is expressly understood that if PHI franchisees achieve WingStreet Exclusivity, then in addition to its foregoing right to develop freestanding WingStreet units in certain circumstances, PHI shall also have the right to develop co-branded Pizza Hut delivery/WingStreet outlets: (i) if the Franchise Agreement being amended hereby is a Territory Franchise Agreement, within Operator's Territory if Operator does not provide Adequate Delivery Service within its Territory, and, (ii) if the Franchise Agreement being amended hereby is a Location Franchise Agreement and Operator does not provide Adequate Delivery Service, within Operator's defined "Delivery Area", but in each instance under (i) and (ii) only if such Outlet can be financially viable as Pizza Hut Delivery Restaurant, without WingStreet as a co-brand.

5. Operator's Right Of First Refusal. In the event that PHI franchisees in the aggregate do not develop and open 1,000 or more WingStreet outlets within the Exclusivity Period as provided above, but Operator has within such Exclusivity Period opened WS Co-Brand Outlets representing an equivalent of twenty-five percent (25%) of Operator's total Pizza Hut System Restaurants, then Operator shall have the right of first refusal to develop additional WingStreet units within, as applicable, Operator's Territory (if the Franchise Agreement amended hereby is a Territory Franchise Agreement) or Operator's Single Site Regions, if any (if the Franchise Agreement(s) amended hereby are Location Franchise Agreements). Operator's right of first refusal shall be exercised as follows: PHI will give Operator written notice that, based upon its review of the applicable trade area,

PHI has determined to open a WS Co-Brand Outlet within the Territory or Single Site Regions (as applicable) or, alternatively, that PHI has received a written indication of interest from a third party in which the third party commits to open a WS Co-Brand Outlet within the Territory or Single Site Region (as applicable). Operator will have three months from the date written notice from PHI is deemed effective under the Franchise Agreement (the "Response Deadline") to commit in writing to develop the WS Co-Brand Outlet in question, and six months thereafter to open the WS Co-Brand Outlet. If Operator does not comply with these timing requirements, then PHI or WS may develop, open and operate such outlet or may offer the right to open and operate a WS Co-Brand Outlet within the Territory or Single Site Region (as applicable) to any person, including (without limitation) persons other than Pizza Hut franchisees, provided, however, that: (i) if such WS Co-Brand Outlet is not developed and opened by PHI, WS or such third party within six months following Operator's Response Deadline, then PHI, WS or the third party's right to develop and operate the WS Co-Brand Outlet shall be deemed to have lapsed, Operator's right of first refusal hereunder shall be automatically restored and, should PHI subsequently determine to open or license a WS Co-Brand Outlet within Operator's Territory or Single Site Region (as applicable), PHI will again be required to follow the written notice procedure set forth herein in order to permit Operator to exercise its restored right of first refusal, and (ii) even if such WS Co-Brand Outlet is opened, Operator's right of first refusal hereunder shall nevertheless pertain to any succeeding opportunities to develop WS Co-Brand Outlets within, as applicable, Operator's Territory or Single Site Region (if any).

6. Growth Ready Standards. PHI may utilize only the Growth Ready Standards attached hereto as Exhibit A in determining whether Operator is qualified to begin developing co-branded WingStreet outlets. If Operator desires to begin development of WingStreet outlets but does not satisfy said Growth Ready Standards, then PHI will so notify Operator in a prompt fashion and will work with Operator to cure any deficiencies and otherwise assist Operator in satisfying such Growth Ready Standards. Such Growth Ready Standards, as set forth in Exhibit A hereto, shall remain in effect until January 1, 2011, and thereafter shall only be amended following consultation with I.P.H.F.H.A. PHI shall hold itself to the same standards with regard to its qualification to begin development of WingStreet outlets.
7. WingStreet Development Rights Reserved to PHI and YUM! - - General. Notwithstanding anything to the contrary set forth herein, PHI, YUM! and/or the affiliates or designees of either such entity shall at all times have the right to themselves develop, and/or license or franchise to others the right to develop, WingStreet outlets on an "express" basis at any or all of the following locations, and regardless of whether any such location is situated within Operator's Territory (if Operator operates under a Territory Franchise Agreement) or immediately adjacent or proximate to Operator's Location(s) (if Operator operates under a Location Franchise Agreement): airports; zoos; stadiums; transportation terminals;

college and university food courts; military bases; toll roads; and, amusement parks. PHI, Yum! or their affiliates or designees also shall have the right at any time to establish and operate any WingStreet outlet, WingStreet Express or WS Co-Brand Outlet in any trade area, market or other geographic area occupied solely by PHI company-owned System Restaurants or any other area not otherwise a franchisee Territory or Single Site Region (collectively the "PHI Trade Areas"). The foregoing reservation of WingStreet development rights reserved to PHI, Yum! Brands, Inc. or its affiliates or designees shall be in addition to and not in place of PHI's, Yum! Brand, Inc.'s, or their affiliate's or designee's rights reserved in the Franchise Agreement.

8. WingStreet Development Rights Reserved to PHI and YUM! - - Target Department Stores. Notwithstanding anything to the contrary set forth herein or in the Franchise Agreement, PHI, YUM! and/or the affiliates or designees of either such entity may develop WingStreet units upon the premises of Target department stores ("Target/WingStreet Units") situated within any PHI Trade Area. Except as provided in the preceding sentence, PHI shall not develop Target/WingStreet units until after December 31, 2008 and then only in accordance with the terms of that certain Letter Agreement dated September 30, 2005 by and between YUM!, PHI and I.P.H.F.H.A. relating to the development of such WingStreet/Target units (the "Target/WingStreet Agreement"), a copy of which has been provided to Operator together with this Addendum, and receipt of which is hereby acknowledged by Operator.

Notwithstanding anything herein to the contrary, PHI and YUM! shall have the right to develop as many WingStreet/Target Units as it/they desire should PHI franchisees fail to achieve WingStreet "Exclusivity" as defined in Section 4 of this Addendum.

9. Franchise Agreement Governs. Except as expressly otherwise provided herein, each WS Co-Brand Outlet developed and operated by Operator hereunder shall in all respects operate under and be governed by the terms, provisions, requirements and restrictions of Operator's Franchise Agreement. Solely for the sake of convenience to achieve this goal, the WingStreet System shall be treated as if it were a System Restaurant Concept under the Franchise Agreement and each such WS Co-Brand Outlet franchised hereunder shall be treated as if it were a "System Restaurant" under Operator's Franchise Agreement, with all of the rights, privileges, restrictions and prohibitions associated therewith in the Franchise Agreement *provided, however*, that Operator expressly stipulates that, as set forth at the outset of this Addendum, the WingStreet System and concept is owned by WS (itself owned by YUM!) and may not in any fashion be deemed to fall within the embrace of Operator's Franchise Agreement (whether as a "New Concept", line extension or otherwise). Notwithstanding the foregoing, it is expressly understood that no default by Operator hereunder with regard to its development and operation of WS Co-Brand Outlets shall in any fashion be deemed to effect or relate to Operator's Pizza Hut franchise rights under the Franchise Agreement;

instead, as pertains to this Addendum, all rights and remedies afforded to PHI under the Franchise Agreement shall be confined to Operator's WingStreet operations in the event of a breach or default by Operator of its WingStreet development and operation duties and obligations. Operator accepts the license(s) granted under this Addendum and further agrees to construct, maintain and operate the WS Co-Brand Outlet(s) in accordance with such WingStreet plans and specifications; any confidential manual which may be furnished to Operator; other manuals and procedures as may be included in the WingStreet System, as revised from time to time; and, in accordance with the WingStreet System and the terms of this Addendum. Operator shall not be permitted to open any WS Co-Brand Outlet unless at the time of such opening Operator is current on all monetary obligations due to PHI or any of its affiliates; Operator and its affiliates have no outstanding, uncured notice of default under either the Franchise Agreement or any other franchise agreement between Operator or any of its affiliates and PHI or any of its affiliates; and, Operator has certified to PHI that the WS Co-Brand Outlet was constructed in accordance with the plans and specifications theretofore furnished to Operator; that the equipment installed at the WS Co-Brand Outlet complies with the latest equipment specifications theretofore furnished to Operator; and, that the WS Co-Brand Outlet complies in all material respects with all federal, municipal, county and other applicable laws, rules and regulations.

10. PHI Assistance. PHI will make available to Operator its customary resources to assist Operator and other PHI franchisees in the expeditious development of the WingStreet brand.
11. Initial Franchise Fee. Notwithstanding anything to the contrary in Article IX of the Territory Franchise Agreement or Section 9.1 of the Location Franchise Agreement (as applicable), through December 31, 2008, Operator shall have no obligation to pay any initial franchise fee whatsoever to PHI in connection with Operator's development and opening of WS Co-Brand Outlets. For each WS Co-Brand Outlet which Operator opens on or after January 1, 2009, Operator hereby agrees to pay an initial franchise fee to PHI in the amount of Ten Thousand Dollars (\$10,000.00), such initial franchise fee to be payable immediately upon the opening of each such WingStreet co-branded unit and deemed fully earned and nonrefundable when paid.
12. Service Fees. In consideration of the issuance of the franchise granted hereby, Operator shall pay to PHI a monthly or periodic (based on the 13 equal periods per year) service fee (the "Service Fee") in an amount equal to the following percentages applied to Operator's prior period's WingStreet Gross Sales (as hereinafter defined) for each of Operator's WS Co-Brand Outlets opened prior to January 1, 2009: 5.00% with respect to Operator's WingStreet Gross Sales accruing during the first two years following the opening of such WS Co-Brand Outlet; 5.50% during the third and fourth years following the opening of such WS Co-Brand Outlet; and, 5.75% through the balance of the term of this Addendum. For such of Operator's WS Co-Brand Outlets opened on or after January 1, 2009,

the Service Fee shall be 5.75% of Operator's WingStreet Gross Sales through the balance of the term of this Addendum. Such Service Fees will be due and payable within twenty (20) days after the end of each month or period, as applicable.

"WingStreet Gross Sales" is hereby defined to mean revenues received or receivable in connection with Operator's sale of any product which is: (i) prepared in a WS Co-Brand Outlet; (ii) features a fried food item (by way of example only, a WingStreet salad which features a WingStreet food item prepared in a fryer as a top dressing); and, (iii) is not pizza, pasta or any other Italian food item.

Operator's sale of soft beverages and alcohol shall not be subject to any service fee hereunder but, instead, shall be subject to the Service Fee payment requirements imposed upon Operator by the Franchise Agreement.

13. Advertising. Notwithstanding Article VI of the Territory Franchise Agreement or Section 7 of the Location Franchise Agreement (as applicable), and subject to the remainder of this section, during the period that the Advertising Committee Agreement between PHI and IPHFHA, Inc. is in force, Operator shall contribute all national advertising contributions to the IPHFHA, Inc. ("IPHFHA") for contribution to the national advertising fund administered by the Advertising Committee. Thereafter, Operator shall contribute all national advertising contributions to PHI. "Contract Year" means the period commencing on the date Operator opens the WS Co-Branded Outlet embraced by this Addendum and ending on the date that is the last day of the calendar month in which the first anniversary of such WS Co-Branded Outlet opening falls, and each consecutive period of twelve months thereafter. With regard to any previously developed and currently existing WS Co-Brand Outlet operated by Operator which becomes subject to this Addendum, "Contract Year" means the period commencing on the effective date of the Addendum and ending on the date that is the last day of the calendar month in which the first anniversary of such effective date falls, and each consecutive period of twelve months thereafter. "WingStreet Gross Sales" bears the definition accorded that term in Section 12 of this Addendum.

For each WS Co-Brand Outlet opened by Operator on or after September 30, 2005 but before the earlier of (i) December 31, 2008 or (ii) the date on which PHI franchisees collectively shall have developed and opened an aggregate of 1,000 WS Co-Brand Outlets within the United States of America (excluding Hawaii), Operator will: (a) make a one-time advertising contribution of \$1,000 to national advertising for each WS Co-Brand Outlet opened by Operator, payable to the Advertising Committee no later than ten days after the date the Outlet opens, to be expended on Pizza Hut base brand advertising, and (b) contribute or expend (as applicable), in that fashion indicated below, the following percentages of Operator's prior period's WingStreet Gross Sales:

Contract Year	Total Percentage	Breakdown of Contributions and Expenditures
1 and 2	4.25% (plus one-time per-Outlet contribution)	<p>0.25% contribution to national advertising for Pizza Hut base brand advertising</p> <p>0.25% contribution to local advertising cooperative for Pizza Hut base brand advertising</p> <p>0.50% contribution to PHI for WingStreet advertising production</p> <p>3.25% required expenditure by Operator for local advertising devoted to WingStreet</p>
3 and 4	4.50%	<p>0.50% contribution to national advertising for Pizza Hut base brand advertising; half of this contribution to go to PHI and half to go to IPHFHA</p> <p>0.25% contribution to local advertising cooperative for Pizza Hut base brand advertising</p> <p>0.50% contribution to PHI for WingStreet advertising production</p> <p>3.25% required expenditure by Operator for local advertising devoted to WingStreet</p>

Contract Year	Total Percentage	Breakdown of Contributions and Expenditures
5 and thereafter	4.25%	0.25% contribution to national advertising for Pizza Hut base brand advertising; 0.25% contribution to local advertising cooperative for Pizza Hut base brand advertising 0.50% contribution to PHI for WingStreet advertising production 3.25% required expenditure by Operator for local advertising devoted to WingStreet

For each WS Co-Brand Outlet opened by Operator on or after January 1, 2009, but before such date on which PHI franchisees collectively shall have developed and opened an aggregate of 1,000 WS Co-Brand Outlets within the United States of America (excluding Hawaii), Operator will contribute and expend, in the manner indicated, the percentage of Operator's prior period's WingStreet Gross sales as are specified for "Contract Year 5 and thereafter" in the immediately preceding table.

Effective the first day of the month following the date on which PHI franchisees collectively shall have developed and opened an aggregate of 1,000 WS Co-Brand Outlets within the United States of America (excluding Hawaii), the foregoing advertising contribution and expenditure schedules shall be of no further force and effect. In lieu thereof, Operator will contribute, in the manner indicated, the following percentages of Operator's prior period's WingStreet Gross Sales:

Total Percentage	Breakdown of Contributions
4.25%	2.5% contribution for national advertising, to be divided as follows: 0.25% for Pizza Hut base brand advertising 0.50% for media production devoted to WingStreet (PHI to administer for the first two years, with reasonable

Total Percentage	Breakdown of Contributions
	<p data-bbox="1068 242 1419 348">prior consultation with and input from the Advertising Committee).</p> <p data-bbox="1068 391 1451 646">1.75% for national media buys devoted to WingStreet (PHI to administer for the first two years, with reasonable prior consultation with and input from the Advertising Committee).</p> <p data-bbox="977 689 1360 795">1.75% contribution to local advertising cooperative, to be divided as follows:</p> <p data-bbox="1068 838 1403 902">0.25% for Pizza Hut base brand advertising</p> <p data-bbox="1068 944 1435 1008">1.50% for local media buys devoted to WingStreet</p> <p data-bbox="977 1051 1409 1200">No obligation for Operator to expend any sum directly on local media advertising devoted to WingStreet</p>

PHI and its affiliates shall, at a minimum, make advertising contributions, payments and expenditures on the same basis as that set forth above for all WS Co-Brand Outlets owned and operated by them, including the one time contribution of \$1,000.00 to national advertising, payable to the Advertising Committee, for each WS Co-Brand Outlet opened on or after September 30, 2005 but before the earlier of (i) December 31, 2008, or (ii) the date on which PHI franchisees collectively shall have developed and opened an aggregate of 1,000 WS Co-Brand Outlets within the United States of America (excluding Hawaii), such contributions to be expended on Pizza Hut base brand advertising.

All local and national advertising contributions and expenditures required hereunder shall be made within twenty (20) days after the end of each month or period, as applicable.

All local and national advertising contributions related to PHI's, its affiliates' and franchisees' WingStreet sales contributed to IPHFHA and/or any local advertising cooperative, as provided herein, will be segregated from other funds administered

by the Advertising Committee and/or such local advertising cooperative and shall be utilized in the development, creation and/or purchase of broadcast advertising, either for broadcast nationally or locally.

14. Marks. The "Marks" licensed to Operator under this Addendum are the WingStreet Marks and, with respect to Operator's WS Co-Brand Outlets, the provisions of Articles VII and XXIII of the Territory Franchise Agreement and Sections 3 and 19.1 of the Location Franchise Agreement (as applicable) will be deemed to refer to the WingStreet Marks.
15. Term. The term of the franchise granted by this Addendum shall commence on the Effective Date recited above and expire on the scheduled date of expiration of the Franchise Agreement, except that if such Franchise Agreement is terminated in accordance with its terms or Operator otherwise loses its right to operate a Pizza Hut restaurant at the location of any WS Co-Brand Outlet, Operator's right to operate the WS Co-Brand Outlet at such location shall terminate simultaneously.
16. Expansion of Covenant Against Competition. The prohibited activities described in Article XI.A, Paragraphs 1,2 and 3 of the Territory Franchise Agreement and Sections 12.2 and 12.3 of the Location Franchise Agreement shall also include participation in any restaurant or delivery concept which features primarily the sale of fried chicken wings or primarily other products containing fried chicken wings.
17. Confirmation. Except as modified herein, the parties affirm and incorporate by reference hereby all terms of the Franchise Agreement.
18. Mutual Release. The parties hereby release each other from all claims arising out of: (i) PHI's development, operation, licensing and franchising of WingStreet as a separate brand and not a line extension or New Concept under the Franchise Agreement; (ii) PHI's previous offering of WingStreet to PHI franchisees; (iii) any prior communication or act by and among IPHFHA and its members pertaining to WingStreet; and, (iv) any allegation that either party has breached the April 8, 2004 Wagon/Hearl/Campbell letter agreement.
19. Prior WingStreet Agreement Terminated and Superseded. By executing this Addendum, the parties hereto terminate and supersede in all respects any prior understanding, agreement or contract they may have entered into in the past which directly or indirectly governs or pertains to the WS Co-Brand Outlet(s) embraced by this Addendum.
20. Rights Pursuant to Other Franchise Agreements. References herein to particular sections of the Location Franchise Agreement or the Territory Franchise Agreement are intended to apply as well to analogous provisions of any Other Form Franchise Agreement to which Operator may be a party. In the absence of such analogous provisions, the substance of such references shall nevertheless be deemed to apply to and amend such Other Form of Franchise Agreement, it being

the parties' intention that all rights, privileges, restrictions and prohibitions contained in this Addendum extend to all PHI franchisees executing same, regardless of the form of their Franchise Agreement.

WITNESS our hands and seals the day and year first above written.

PIZZA HUT, INC.

By: _____

(Print Name/Title)

OPERATOR

By: _____

(Print Name/Title)



Exhibit A to WingStreet Addendum
PIZZA HUT "WINGSTREET GROWTH READY STANDARDS"

**Asset Standards : -Available for "Remodels" "Reimage Plus" and/or "New/Replacement" RBD Assets; and
 -Available for "Re-image"/"Remodel" and/or "New/Replacement" Delco Assets-**

PEOPLE CABABILITY			
Standard:	Measure:	Applied to:	Yes/No
Team Member Readiness Inventory (or Similar PHI Endorsed Tool)	Used for all hires	FZ DMA/PHI Region	
Pizza Hut "Expert" or "Developing Customer Maniacs"	Certified	FZ DMA/PHI Region	
Appropriate HR/Training Support (PHI Endorsed and As Required by Franchise Contract)	In Place	FZ DMA/PHI Region	
Certified WingStreet Project Leader (PHI Endorsed)	Though 2 nd Unit	FZ DMA/PHI Region	
PHI Endorsed Management Training (As required by Franchise Contract)	100% of Mgrs	FZ DMA/PHI Region	
Bench Planning (PHI Tool or Similar PHI Endorsed Tool)	Quarterly	FZ DMA/PHI Region	
OPERATING CAPABILITY			
Standard:	Measure:	Applied to:	Yes/No
CHAMPS Checks (≥12/Period/Store)	≥50% 100's ("Trailing" 4 Period Average)	FZ DMA/PHI Region	
CHAMPS Excellence Reviews	85+% ("Most Recent" Average)	FZ DMA/PHI Region	
Using a Balanced Scorecard (PHI BSC or a Version Endorsed by PHI)	BSC in Place	FZ DMA/PHI Region	
Conduct 3 Times a Year Customer Mania Certifications (or as per PHI's Internal Standard)	Last 3 Completed	FZ DMA/PHI Region	
"GOOD STANDING"			
Standard:	Measure:	Applied to:	Yes/No
Franchisee in Good Standing with PHI/IPHFHA	Receivables Current for Past 6 Months. No Pending Litigation	FZ Entity/PHI	O
Current with "Rebuilding the Brand" Contract Terms (Existing Operations)	On Track with PHI Agreed Plan Financial Capability to Execute Plan	FZ Entity/PHI	
Plan in Place for PH Décor, Equipment, Signage (Proposed Restaurant or Restaurants)	Financial Capability to Execute Plan	Restaurant	

* Asset Standards refer to those contained in the current Franchise Agreements; "Re-image Plus" denotes a Full Re-Image, together with "squared-up windows" where trapezoid windows are currently are in place, and the addition of "roof cupola" as set forth in the Major Remodel standards.

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Exhibit B

[I.P.H.F.H.A. Letterhead]

As of September 30, 2005

Mr. Chris Campbell
Senior Vice President and
General Counsel
YUM Brands, Inc.
1441 Gardiner Lane
Louisville, Kentucky 40213

and

Mr. Peter Hearl
Chief Executive Officer
Pizza Hut, Inc.
14841 Dallas Parkway
Dallas, Texas 75240

Re: Target/WingStreet Test Agreement

Gentlemen:

This letter will serve as the "Target/WingStreet Test Agreement" referred to in the WingStreet Resolution Document Summary of Terms dated of even date herewith, executed by Yum! Brands, Inc. ("YUM!"), Pizza Hut, Inc. ("PHI") and the undersigned International Pizza Hut Franchise Holders Association ("IPHFHA") (the "Term Sheet"). It is contemplated that a formal Settlement Agreement will promptly be executed by Yum!, PHI and IPHFHA (the "Settlement Agreement"), incorporating the provisions of the Term Sheet and certain other provisions necessary to implement its terms.

YUM! and PHI agree that if, any time after December 31, 2008, they subsequently conclude that they desire to open and operate, or license others to open or operate, WingStreet units situated on the premises of Target department stores located within Territories or Single Site Regions (as applicable and as such terms are respectively defined in PHI Territory and Location Franchise Agreements) in which PHI franchisees are operating one or more WS Co-Brand Outlets, they will notify IPHFHA in writing and will proceed according to the terms set forth in Exhibit A hereto, with such modifications as the parties may mutually agree in writing are appropriate, in the event that either party believes that changed circumstances warrant such modifications.

Mr. Chris Campbell
Mr. Peter Hearl
As of October 12, 2005
Page 2

Unless otherwise expressly provided to the contrary in the Settlement Agreement, the provisions of this Letter Agreement shall survive the execution of the Settlement Agreement or any "Addendum" executed by Pizza Hut franchisees pursuant thereto; provided, however, that this Letter Agreement shall not become effective until and unless the parties execute the Settlement Agreement.

Please signify that you are in agreement with this approach by signing in the designated place below.

Very truly yours,

INTERNATIONAL PIZZA HUT FRANCHISE
HOLDERS ASSOCIATION

By: _____

(Print Name/Title)

We agree to the foregoing, as of the 30th day of September, 2005.

YUM! BRANDS, INC.

By: _____

(Print Name/Title)

PIZZA HUT, INC.

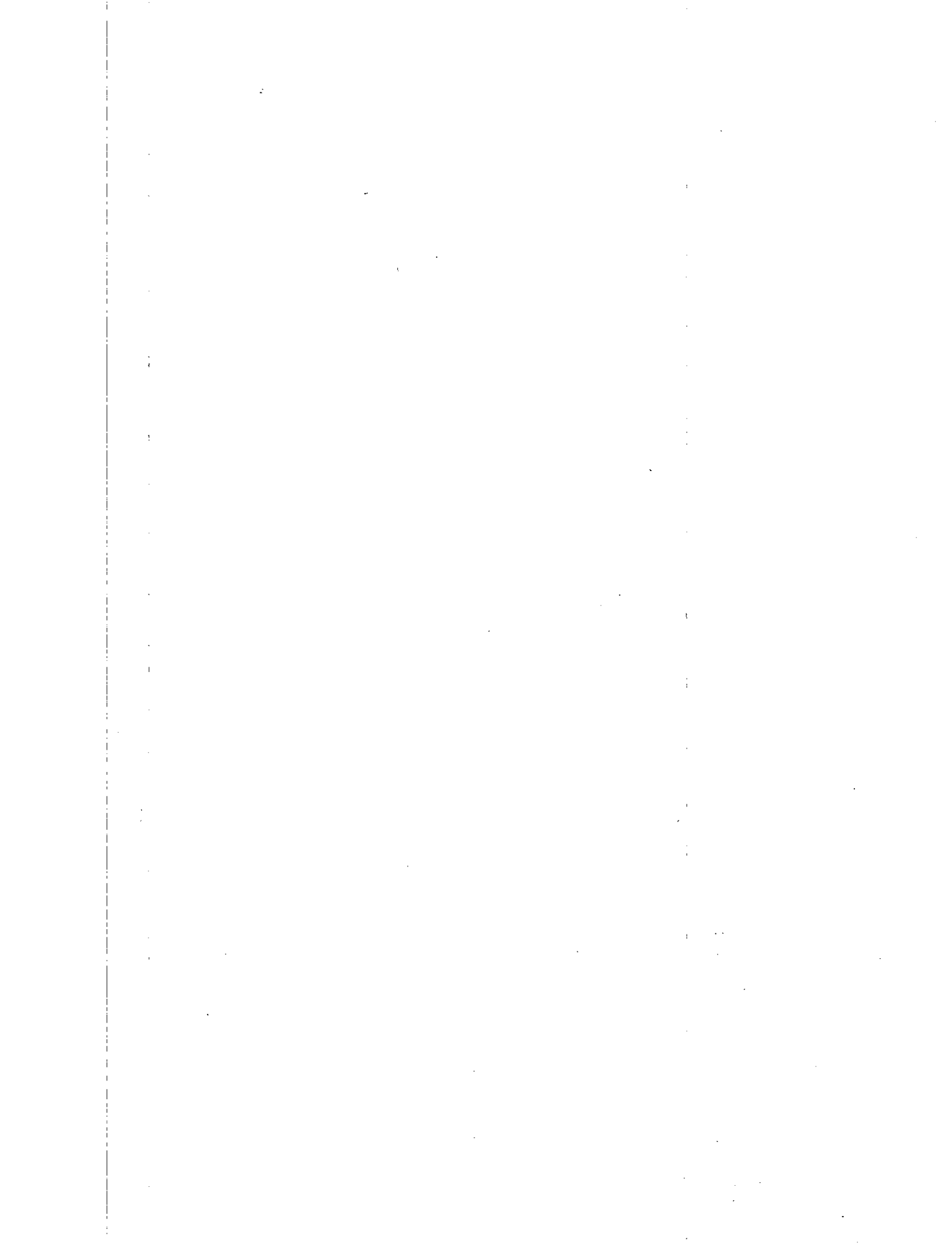
By: _____

(Print Name/Title)

Mr. Chris Campbell
Mr. Peter Hearl
As of October 12, 2005
Page 3



**STATE-REQUIRED ADDENDA TO WINGSTREET ADDENDUM
TO PIZZA HUT FRANCHISE AGREEMENT**



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(ILLINOIS)**

This Addendum to the WingStreet Addendum to the Pizza Hut Franchise Agreement is agreed to by and between PIZZA HUT, INC. and the Franchisee identified below, to amend and revise said WingStreet Addendum to the Pizza Hut Franchise Agreement as follows:

No provision of the WingStreet Addendum will constitute a waiver of any right concerning governing law, jurisdiction, venue and choice of law conferred upon Franchisee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the WingStreet Addendum with respect to Illinois franchisees.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act is void."

The WingStreet Addendum to the Pizza Hut Franchise Agreement is subject to Sections 19 and 20 of the Illinois Franchise Disclosure Act as to the conditions of termination or nonrenewal of the WingStreet Addendum to the Pizza Hut Franchise Agreement.

To the extent this Addendum shall be deemed to be inconsistent with any term or conditions of said WingStreet Addendum to the Pizza Hut Franchise Agreement or Exhibits or attachments thereto, the terms of the Illinois Franchise Disclosure Act as stated in this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

PIZZA HUT, INC.
A California Corporation

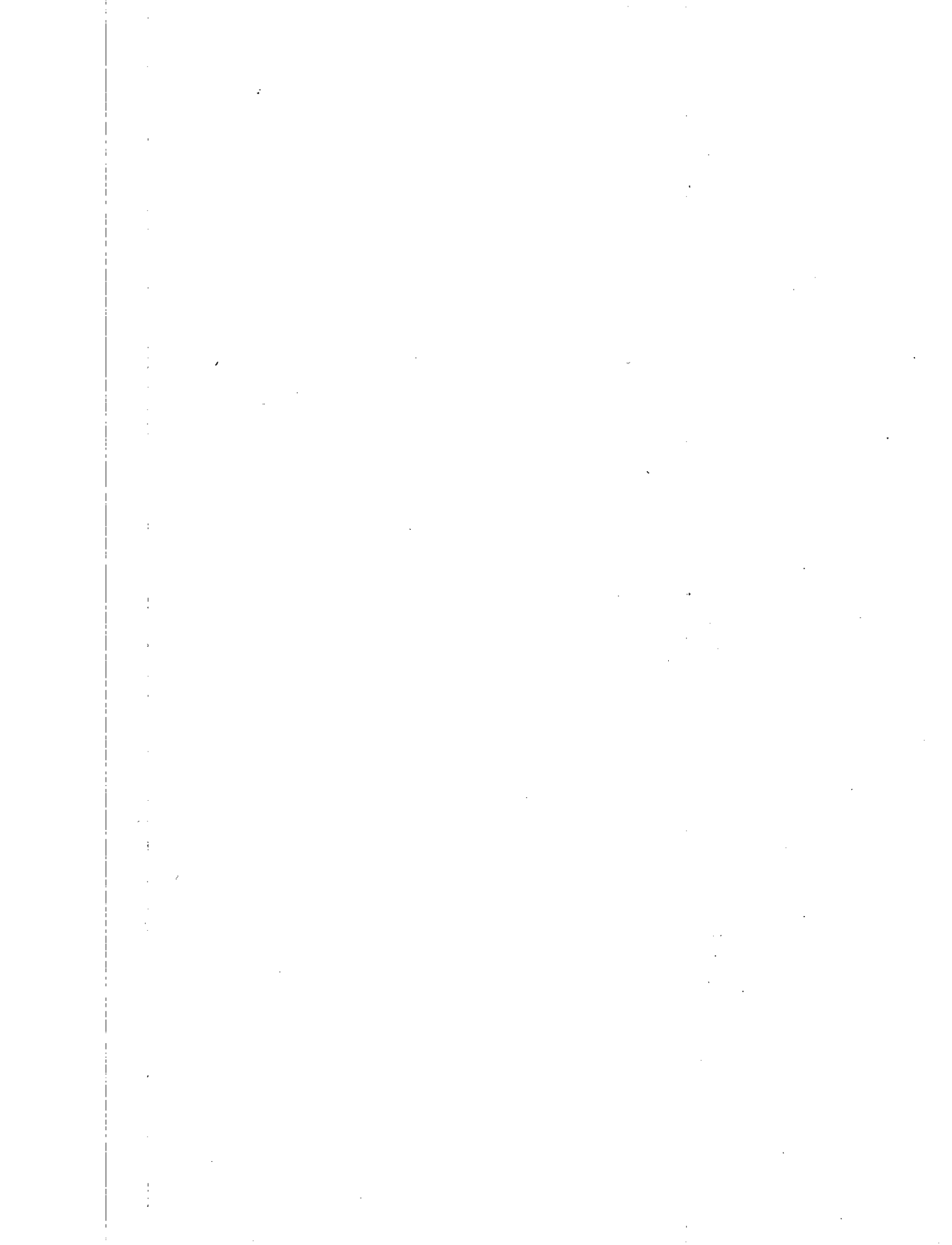
By: _____

Title: _____

FRANCHISEE

(Signature)

(Print Name)



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(MARYLAND)**

This Addendum to the WingStreet Addendum to the Pizza Hut Franchise Agreement by and between PIZZA HUT, INC. and Franchisee is dated _____, 20__.

The following language shall be added to Section 18:

The Mutual Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law (COMAR 02.02.08. 16L).

No provision of the WingStreet Addendum will constitute a waiver of any right concerning governing law, jurisdiction, venue and choice of law conferred upon Franchisee by the Maryland Franchise Registration and Disclosure Law.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the WingStreet Addendum to the Pizza Hut Franchise Agreement. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum concurrently with the execution of the WingStreet Addendum to the Pizza Hut Franchise Agreement on the day and year first above written.

**PIZZA HUT, INC.
A California Corporation**

By: _____

Title: _____

FRANCHISEE

(Signature)

(Print Name)

.....

**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(MINNESOTA)**

This Addendum to the WingStreet Addendum to the Pizza Hut Franchise Agreement by and between PIZZA HUT, INC. and Franchisee is dated _____, 20 ____.

1. Section 14 shall be amended by adding the following:

“The franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.”

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.,14 Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit the Company from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of Franchisee's rights as provided for by the laws of the jurisdiction.

4. Section 18 of the WingStreet Addendum will be deleted from all WingStreet Addenda in the State of Minnesota.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the WingStreet Addendum to the Pizza Hut Franchise Agreement. Except as expressly modified hereby, the WingStreet Addendum to the Pizza Hut Franchise Agreement shall remain in full force and effect in accordance with its terms.



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(NEW YORK)**

This Addendum to WingStreet Addendum to the Pizza Hut Franchise Agreement by and between PIZZA HUT, INC. and Franchisee is dated _____, 20____.

Notwithstanding anything to the contrary in the WingStreet Addendum to the Pizza Hut Franchise Agreement, the following language shall be added to Section 18:

Provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL, section 687.4 and 687.5 be satisfied.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the WingStreet Addendum to the Pizza Hut Franchise Agreement. Except as expressly modified hereby, the WingStreet Addendum to the Pizza Hut Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum concurrently with the execution of the WingStreet Addendum to the Pizza Hut Franchise Agreement on the day and year first above written.

PIZZA HUT, INC.
A California Corporation

By: _____

Title: _____

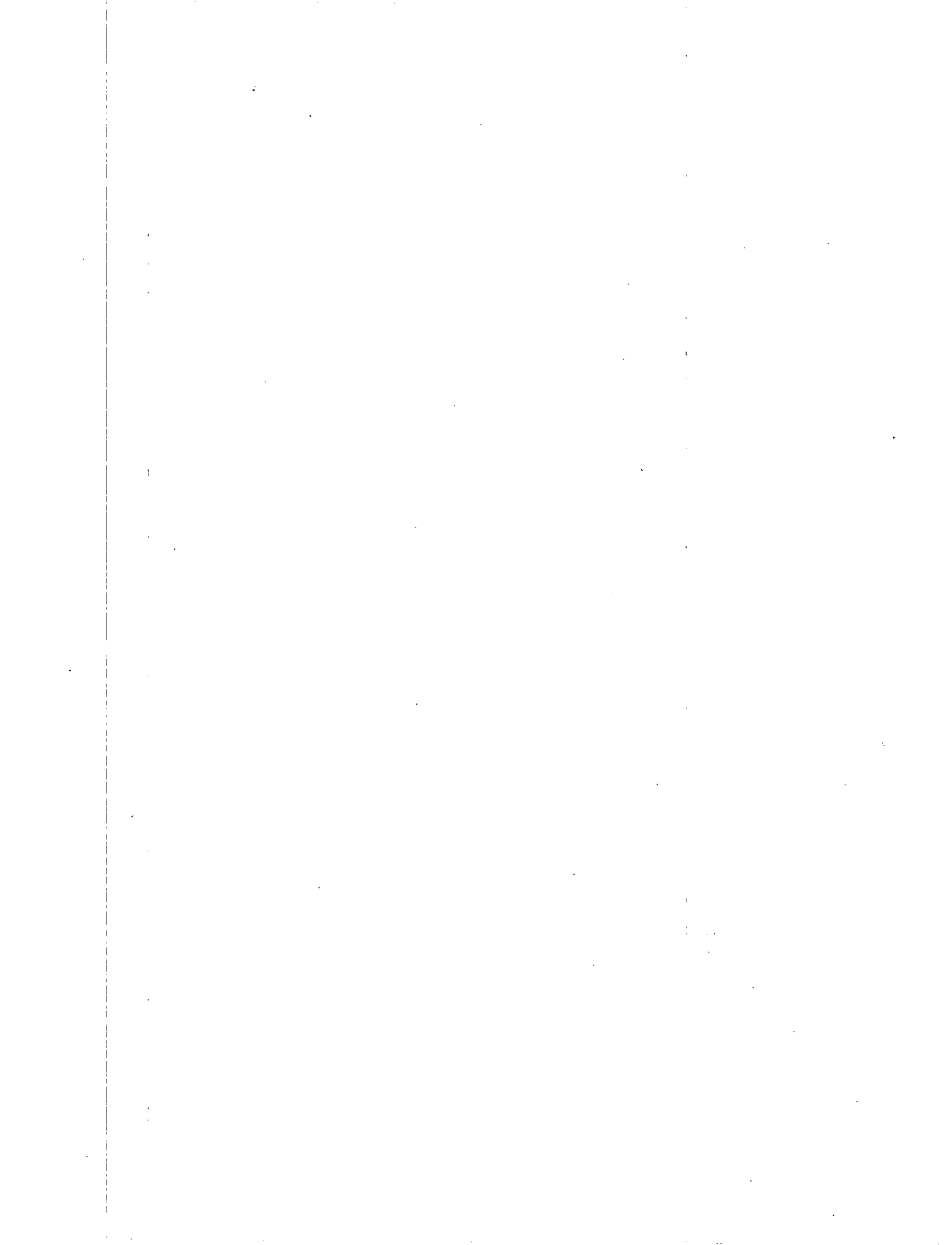
FRANCHISEE

(Signature)

(Print Name)

(Signature)

(Print Name)



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(NORTH DAKOTA)**

This Addendum to WingStreet Addendum to the Pizza Hut Franchise Agreement, dated for reference purposes as of _____, is entered into between WingStreet, LLC (“Company”) and _____ (“Franchisee”). The parties hereby agree and amend the WingStreet Addendum to the Pizza Hut Franchise Agreement to which this Addendum is attached as follows:

1. Section 18 is hereby amended by adding the following language thereto:

“Provided, however, that such release shall not operate to release the Company or any other person or entity from any claims or liability arising under the North Dakota Franchise Investment Law.”

2. No provision of the WingStreet Addendum will constitute a waiver of any right concerning governing law, jurisdiction, venue and choice of law conferred upon Franchisee by the North Dakota Franchise Investment Law

PIZZA HUT, INC.

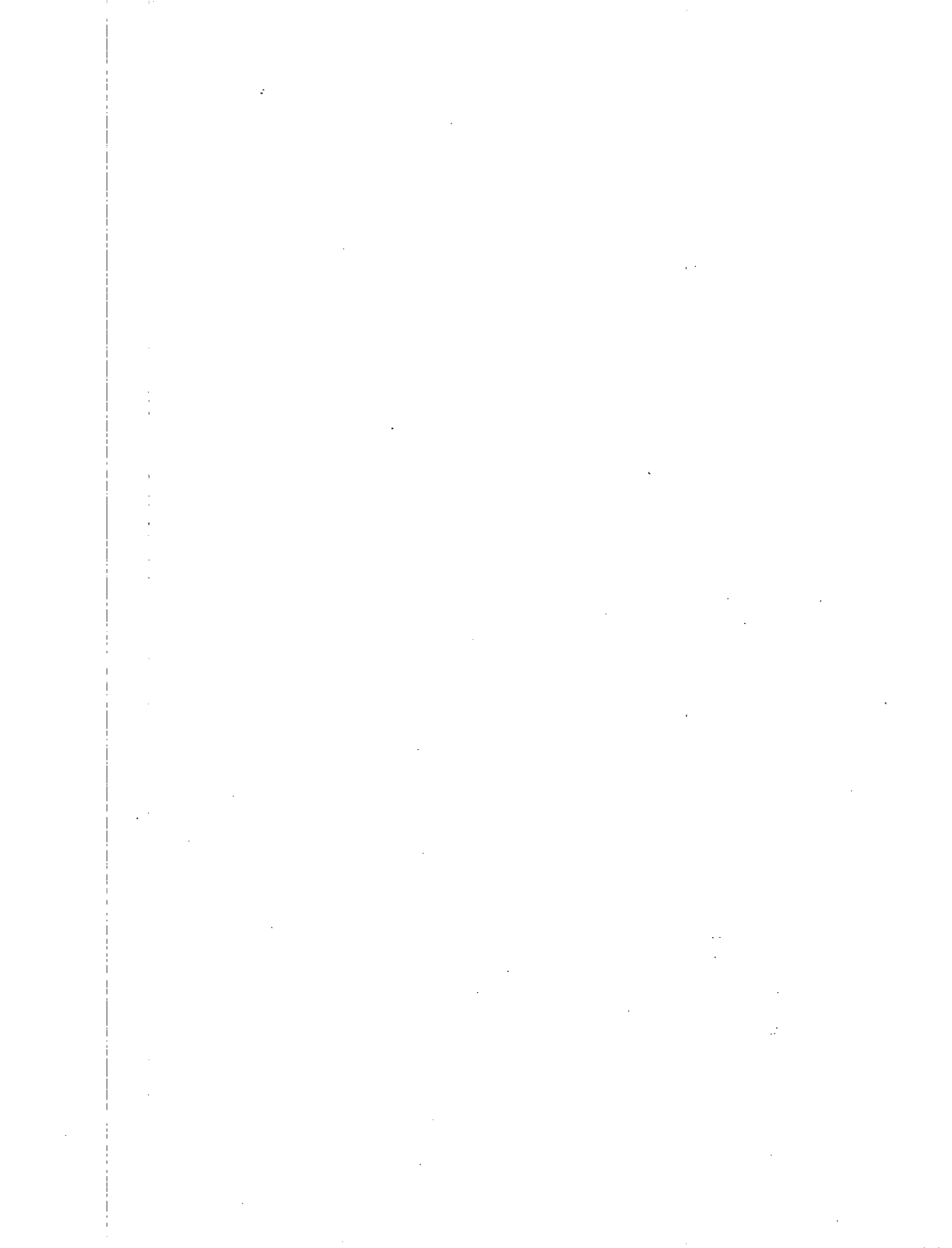
By: _____

Title: _____

(Franchisee)

By: _____

Title: _____



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(RHODE ISLAND)**

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

PIZZA HUT, INC.
A California Corporation

By: _____

Title: _____

FRANCHISEE

(Signature)

(Print Name)

(Signature)

(Print Name)



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(WASHINGTON)**

The State of Washington has a statute, RCW 19.100,180, which may supersede the WingStreet Addendum to the Pizza Hut Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your Franchise. There may be court decisions which may supersede the WingStreet Addendum to the Pizza Hut Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 10.100 RCW shall prevail.

A release or waiver of rights executed by a Franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a rights to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

PIZZA HUT, INC.
A California Corporation

By: _____

Title: _____

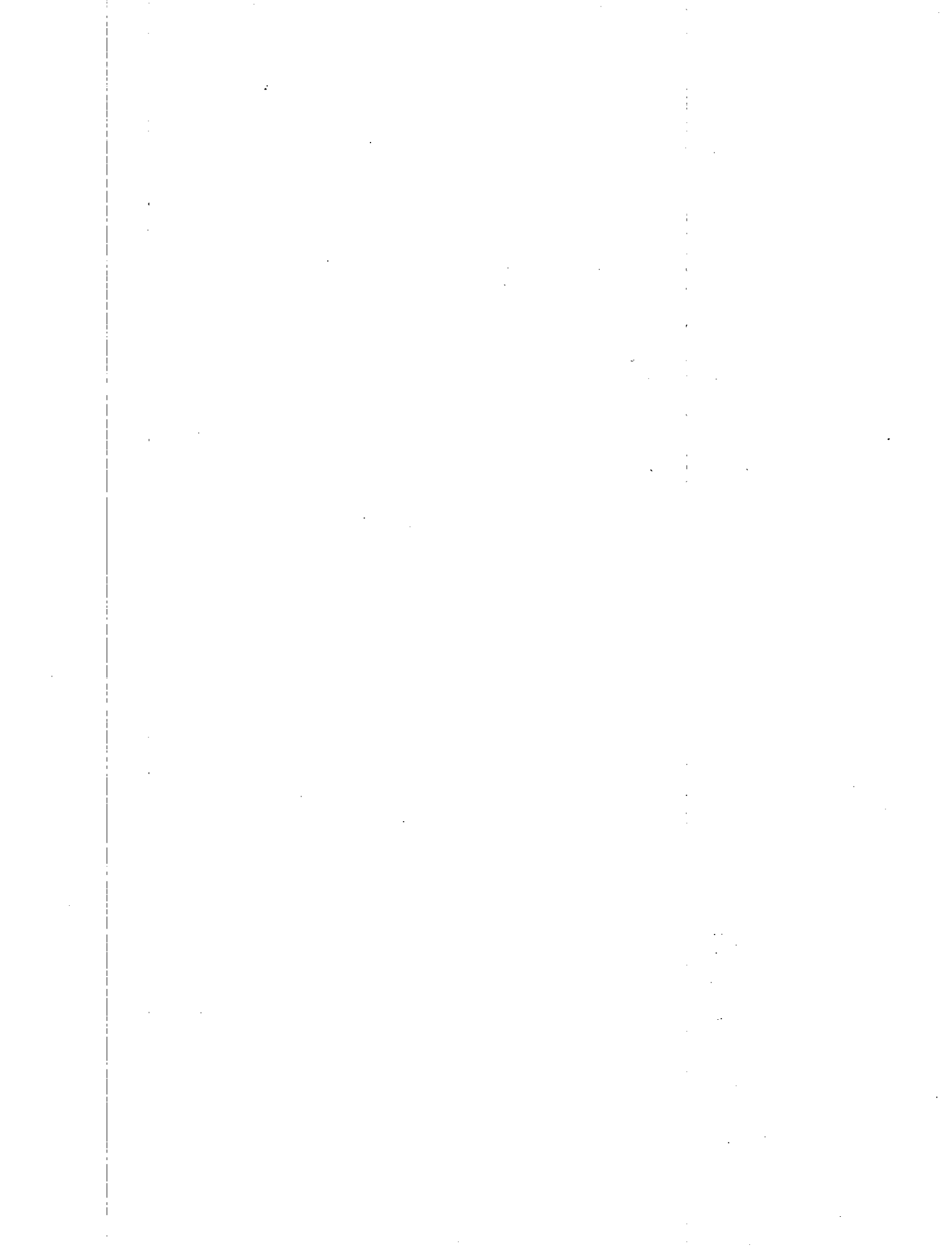
FRANCHISEE

(Signature)

(Print Name)

(Signature)

(Print Name)



**ADDENDUM TO WINGSTREET ADDENDUM TO PIZZA HUT FRANCHISE AGREEMENT
(WISCONSIN)**

The conditions under which this Agreement can be terminated or renewed are set forth in the Wisconsin Fair Dealership Law, Wisc. Stat. 1981-82, Title XIV-A, Chapter 135.

PIZZA HUT, INC.
A California Corporation

By: _____

Title: _____

FRANCHISEE

(Signature)

(Print Name)

(Signature)

(Print Name)

