

ARTICLE II

CAPITAL STOCK OF THE SURVIVING CORPORATION

2.01 The total authorized capital stock of the Surviving Corporation shall consist of 20,000 shares of Common Stock, par value \$1.00 per share. The presently issued and outstanding shares of the Surviving Corporation will remain issued and outstanding.

2.02 The manner of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation shall be as hereinafter set forth in this Article II.

2.03 Each share of the Common Stock of the Disappearing Corporations issued and outstanding immediately prior to the Effective Date shall be cancelled and converted into one share of the Common Stock of the Surviving Corporation for each 1,000 shares of the Disappearing Corporations outstanding at the Effective Date of this Agreement.

ARTICLE III

EMPLOYEES: OFFICERS AND DIRECTORS

3.01 The employees of the Disappearing Corporations shall, upon the Effective Date, become the employees of the Surviving Corporation and shall continue to be entitled to benefits substantially equivalent to those which they enjoyed as employees of the Disappearing Corporations.

3.02 The Directors and Officers of Pizza Hut of America, Inc., the Surviving Corporation, in office on the Effective Date shall continue in office as, and shall be and constitute, the Directors and Officers of the Surviving Corporation for the term elected and until their respective successors shall be elected or appointed and qualified.

ARTICLE IV

TERMINATION AND AMENDMENT

4.01 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated at any time before completion of the appropriate filings with the respective States (whether before or after approval hereof by the shareholders of the Constituent Corporations, or any of them) by appropriate resolution of the Boards of Directors of the Constituent Corporations for any reason deemed appropriate by said Boards of Directors.

4.02 Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the Board of Directors of each Constituent Corporation, and in the case of an interpretation the actions of such Board of Directors shall be binding; provided, however, that no such amendment or supplement, after approval of this Agreement by the shareholders of the Constituent Corporations shall affect the rights of such shareholders in a manner which is materially adverse to the shareholders of any of such corporations in the judgment of the Board of Directors of such corporation.

ARTICLE V

MISCELLANEOUS

5.01 Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

0678

4328 RV-2