

PC# _____
FRANCHISE AGREEMENT

This Franchise Agreement, dated _____, 201_____, is made by and between BASKIN-ROBBINS FRANCHISING LLC, a Delaware Limited Liability Company and an indirect, wholly-owned subsidiary of Dunkin' Brands, Inc., with principal offices in Canton, Massachusetts ("Baskin-Robbins", "we", "us" or "our"), and the following individual(s) and/or entity:

(individually or collectively referred to as "Franchisee," "you" or "your").

CONTRACT DATA SCHEDULE

A. Location of the Restaurant:

(number) (street) (city or town) (state) (zip code)

B. Term: 9 () years from the first date the Restaurant opens to serve the general public, or, in the case of an existing Restaurant, until _____, _____.

C.1 Initial Franchise Fee: 40,00,000 Rs dollars (\$ 50,000)

C.2 Initial Training Fee: 50,000 dollars (\$)

D. Marketing Start-Up Fee: _____ dollars (\$)
for current event; per Brand Standards for all subsequent branding or re-branding events

E.1. Continuing Franchise Fee Rate: _____ percent (%) of Gross Sales

E.2. Continuing Training Fee: _____ dollars (\$)

F. Continuing Advertising Fee Rate: 3 percent (%) of Gross Sales

G. Remodel Date: In the case of a new Restaurant, the date ten (10) years after the first date the Restaurant opens to serve the general public, or, in the case of an existing Restaurant, on _____.

Refurbishment Date: In the case of a new Restaurant, the date five (5) years and fifteen (15) years after the first date the Restaurant opens to serve the general public; or, in the case of an existing Restaurant, on _____.

H. Address for notice to FRANCHISEE shall be at the Restaurant, unless another address is inserted here:

I. Permitted Financing: no more than 90% of (i) the initial investment in the building, site and additional development, equipment, fixtures and signs for new restaurants or (ii) the purchase price for existing restaurants. (Initial)

J. Addenda: []

SECTION 1. PARTIES

1.0 This Agreement is a non-exclusive license to operate a Baskin-Robbins business granted by us and to you. The franchisee, location and term are as specified in the accompanying Contract Data Schedule.

SECTION 2. GRANT OF THE FRANCHISE

2.0 As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Baskin-Robbins System (the "System"), which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products.

2.1 In connection with the System, we own or have the right to license certain intellectual property. This property includes trademarks, service marks, logos, emblems, trade dress, trade names, including Baskin-Robbins®, and other indicia of origin (collectively, the "Proprietary Marks"), as well as patents and copyrights. The Proprietary Marks include trademarks on the Principal Register of the United States Patent and Trademark Office. From time to time we may supplement or modify the list of Proprietary Marks associated with the System.

2.2 As franchisor, we have the right to establish "Standards" for various aspects of the System that include the location, physical characteristics and quality of operating systems of restaurants and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things affecting the experience of consumers who patronize our System. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for the System.

2.3. As franchisee, you are responsible for the conduct of your employees and for otherwise exercising day-to-day control over your franchised business. You also have the responsibility to adhere to the Standards of the System as they now exist and may from time to time be modified, and you acknowledge that at the heart of the System and this franchise relationship is your commitment to that responsibility. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our System and Proprietary Marks, and that this Agreement should be interpreted to give full effect to this paragraph.

2.4 (a) Accordingly, for the Term of this Agreement, we grant you the license, and you accept the obligation, to operate a Restaurant (the "Restaurant") within our System, using our intellectual property, only in accordance with our Standards and the other terms of this Agreement. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Baskin-Robbins restaurants and other

concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

2.4 (b) Conditional Renewal of Franchise. This Agreement shall not automatically renew upon the expiration of the Term. You have an option to renew the Franchise upon the expiration of the Term for one (1) additional term of twenty (20) years (the "Renewal Term") if, and only if, each and every one of the following conditions have been satisfied:

(i) You give us written notice of your desire to renew the Franchise at least twelve months, but not more than eighteen months (the "Renewal Notice Period") prior to the end of the Term.

(ii) You have maintained the Standards and otherwise sustained compliance with the terms and conditions of your Franchise Agreement (and lease with our affiliate or us, if applicable) over the term of the Franchise Agreement; you must not have any uncured defaults under this Agreement at the time you provide notice; all your debts and obligations to us under this Agreement (and any lease if we are your landlord) or otherwise must be current through the expiration of the Term; including your Continuing Advertising Fee obligations to the Fund (as defined in Section 6) and we have not issued more than three (3) Notices to Cure or other default notices over the course of the ten (10) year period directly preceding expiration of the Term;

(iii) You must execute and deliver to us, within 14 days (or any longer period required by law) after delivery to you, the then-current form of Franchise Agreement being offered to new franchisees at the time of renewal, including all exhibits and our other then-current ancillary agreements. The terms and conditions and fee structures in the then-current Franchise Agreement may differ from this Agreement;

(iv) We approve the site and the terms of any lease extension or new lease covering the Renewal Term, whether the lease for the Premises is with our affiliate or us or with a third party, including a third party in which you have an interest.

(v) You pay us our then-current renewal fee;

(vi) You execute and deliver a termination of franchise agreement and mutual general release, in the form we prescribe from time to time that releases all claims that we may have against each other, and our respective parents, affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities; provided, however, that each parties' indemnification obligations for claims arising in connection with this Agreement shall survive termination of this agreement and shall not be subject to the general release;

(vii) You Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.1 of this Agreement;

(viii) If you lease the Premises from our affiliate or us, you agree that we have no obligation to exercise any lease option, if available, or otherwise extend the term of any prime lease for the Renewal Term to accommodate this Conditional Renewal Term, however, in the event we decide not to exercise our lease option, we will use reasonable efforts to effect a transfer of the lease to you as prime tenant;