

EXHIBIT J**FORM OF ADMINISTRATIVE QUESTIONNAIRE**

Please fax or email to Sookie Siew at Barclays Capital 917-522-0569 / XraUSLoanOps5@barcap.com. Borrower: Dunkin' Brands, Inc.
 \$1,350,000,000 Senior Secured Credit Facilities Lender (as name appears on assignment agreement):
 An original, executed tax form (W8/W9) must be provided to the Administrative Agent.

Operations/Administrative Contacts (for draw downs, repayments, rate setting, etc.):

Name:	Name:
c/o:	c/o:
Address:	Address:
City, State, Zip:	City, State, Zip:
Attn:	Attn:
Phone:	Phone:
E-mail:	E-mail:

Wire Instructions:

Bank Name:
 ABA #
 BNF Name:
 BNF Address:
 A/C:
 FFC:
 Ref:

Credit Contact:

Name:
 Address:
 Suite/Floor:
 City, State, Zip:
 Attn:
 Phone:
 Fax:
 E-mail:

Closing and Clear Par Contacts:

Name:
 Address:
 Suite/Floor:
 City, State, Zip:
 Attn:
 Phone:
 Fax:
 E-mail:

IntraLinks Contacts:

Name:
 Address:
 Suite/Floor:
 City, State, Zip:
 Attn:
 Phone:
 Fax:
 E-mail:

Legal Name:
 Address:
 Suite/Floor:
 City, State, Zip:
 Attn:
 Phone:
 Fax:
 E-mail:

Please forward Amendments, Waivers, Closing Documentation and Compliance to:

Name:	Legal Name:
Address:	Address:
Suite/Floor:	Suite/Floor:
City, State, Zip:	City, State, Zip:
Attn:	Attn:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

EXHIBIT K

FORM OF SPECIFIED DISCOUNT PREPAYMENT NOTICE

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

This Specified Discount Prepayment Notice is delivered to you pursuant to Section 10.07(l)(ii) of that certain Credit Agreement, dated as of November 23, 2010, (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), among Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”), and, upon the effectiveness of its joinder to the Credit Agreement, Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), and, upon the Assumption, Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to Section 10.07(l)(ii) of the Agreement, [the Borrower] [and] [Holdings][Restricted Subsidiary] hereby irrevocably offer[s] to make a Discounted Term Loan Prepayment to each Term Loan Lender on the following terms:

1. The maximum aggregate principal amount of the Discounted Term Loan Prepayment that will be made in connection with this offer shall not exceed \$_____ ²⁸ (the “**Specified Discount Prepayment Amount**”).
2. The percentage of par at which such Discounted Term Loan Prepayment will be made is []% (the “**Specified Discount**”).

To accept this offer, you are required to submit a Specified Discount Prepayment Response by no later than 5:00 p.m., Eastern time, on the date that is three (3) Business Days following the date of delivery of this notice pursuant to Section 10.07(l)(ii) of the Agreement.

[The Borrower] [and] [Holdings][Restricted Subsidiary] hereby represent[s] and warrant[s] to the Administrative Agent and the Term Loan Lenders as follows:

1. Immediately before and immediately after giving effect to any Discounted Term Loan Prepayment made in connection with the offer set forth in this notice, the sum of (x) the unused Revolving Credit Commitments and (y) the amount of unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries shall not be less than \$30,000,000.
2. This Discounted Term Loan Prepayment is being financed by [the Borrower] [and][Holdings][Restricted Subsidiary] with Internally Generated Cash Flow or with Eligible Equity Proceeds or the proceeds of Permitted Subordinated Indebtedness, in each case that are Not Otherwise Applied.

²⁸ Minimum of \$2.0 million and whole increments of \$500,000.

3. (i) At least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the applicable Company Party on the applicable Discounted Prepayment Effective Date and (ii) at least three (3) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment due to no Term Lender being willing to accept any prepayment of any Term Loans at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the Borrower's election not to accept any Solicited Discounted Prepayment Offers made by a Term Lender.

[The Borrower] [and][Holdings][Restricted Subsidiary] acknowledge[s] that the Administrative Agent and the Term Loan Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with their decision whether or not to accept the offer set forth in this Specified Discount Prepayment Notice and the acceptance of any prepayment made in connection with this Specified Discount Prepayment Notice.

[The Borrower] [and][Holdings][Restricted Subsidiary] request[s] that the Administrative Agent promptly notify each of the Term Loan Lenders party to the Agreement of this Specified Discount Prepayment Notice.

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IN WITNESS WHEREOF, the undersigned has executed this Specified Discount Prepayment Notice as of the date first above written.

DUNKIN' BRANDS, INC.

By: _____
Name:
Title:

[DUNKIN' BRANDS HOLDINGS, INC.

By: _____
Name:
Title:]

[[Restricted Subsidiary

By: _____
Name:
Title:]

Enclosure: Form of Specified Discount Prepayment Response

EXHIBIT L

FORM OF SPECIFIED DISCOUNT PREPAYMENT RESPONSE

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of November 23, 2010, (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), among Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”), and, upon the effectiveness of its joinder to the Credit Agreement, Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), and, upon the Assumption, Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer and (b) that certain Specified Discount Prepayment Notice, dated _____, 20__, from [the Borrower] [and] [Holdings][Restricted Subsidiary] (the “**Specified Discount Prepayment Notice**”). Capitalized terms used herein and not defined herein or in the Agreement shall have the meaning ascribed to such terms in the Specified Discount Prepayment Notice.

The undersigned Term Loan Lender hereby gives you irrevocable notice, pursuant to Section 10.07(l)(ii) of the Agreement, that it is willing to accept a prepayment of Term Loans held by such Term Loan Lender at the Specified Discount in an aggregate principal amount of \$_____.

The undersigned Term Loan Lender hereby expressly consents and agrees to a prepayment of its Term B Loans pursuant to Section 10.07(l)(ii) of the Agreement at a price equal to the Specified Discount in the aggregate principal amount not to exceed the amount set forth above, as such principal amount may be reduced in accordance with the Specified Discount Pro-Rata Factor, if any, and otherwise determined in accordance with and subject to the requirements of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Specified Discount Prepayment Response as of the date first above written.

[LENDER]

By: _____

Name:

Title:

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EXHIBIT M

FORM OF DISCOUNT RANGE PREPAYMENT NOTICE

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

This Discount Range Prepayment Notice is delivered to you pursuant to Section 10.07(l)(iii) of that certain Credit Agreement, dated as of November 23, 2010, and as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), among Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”), and, upon the effectiveness of its joinder to the Credit Agreement, Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), and, upon the Assumption, Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

Pursuant to Section 10.07(l)(iii) of the Agreement, [the Borrower] [and] [Holdings][Restricted Subsidiary] hereby irrevocably request[s] that each Term Lender submit a Discount Range Prepayment Offer. The Discount Term Loan Prepayment made in connection with this solicitation shall be subject to the following terms:

1. The maximum aggregate principal amount of the Discounted Term Loan Prepayment that will be made in connection with this solicitation is \$_____²⁹ (the “**Discount Range Prepayment Amount**”).

2. [The Borrower] [and] [Holdings][Restricted Subsidiary] [is][are] willing to make Discount Term Loan Prepayments at a percentage of par greater than or equal to []% but less than or equal to []% (the “**Discount Range**”).

To make an offer in connection with this solicitation, you are required to deliver a Discount Range Prepayment Offer by no later than 5:00 p.m., Eastern time, on the date that is three (3) Business Days following the date of delivery of this notice pursuant to Section 10.07(l)(iii) of the Agreement.

[The Borrower] [and] [Holdings][Restricted Subsidiary] hereby represent[s] and warrant[s] to the Administrative Agent and the Term Loan Lenders as follows:

1. Immediately before and immediately after giving effect to any Discounted Term Loan Prepayment made in connection with this solicitation, the sum of (x) the unused Revolving Credit Commitments and (y) the amount of unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries shall not be less than \$30,000,000.

2. This Discounted Term Loan Prepayment is being financed by [the Borrower] [and] [Holdings] [Restricted Subsidiary] with Internally Generated Cash Flow or with Eligible

²⁹ Minimum of \$2.0 million and whole increments of \$500,000.

Equity Proceeds or the proceeds of Permitted Subordinated Indebtedness, in each case that are Not Otherwise Applied.

3. (i) At least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the applicable Company Party on the applicable Discounted Prepayment Effective Date and (ii) at least three (3) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment due to no Term Lender being willing to accept any prepayment of any Term Loans at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the Borrower's election not to accept any Solicited Discounted Prepayment Offers made by a Term Lender.

[The Borrower] [and] [Holdings][Restricted Subsidiary] acknowledge[s] that the Administrative Agent and the Term Loan Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with any Discount Range Prepayment Offer made in response to this Discount Range Prepayment Notice and the acceptance of any prepayment made in connection with this Discount Range Prepayment Notice.

[The Borrower] [and] [Holdings][Restricted Subsidiary] request[s] that Administrative Agent promptly notify each of the Term Loan Lenders party to the Agreement of this Discount Range Prepayment Notice.

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IN WITNESS WHEREOF, the undersigned has executed this Discount Range Prepayment Notice as of the date first above written.

DUNKIN' BRANDS, INC.
as Borrower

By: _____
Name:
Title:

[DUNKIN' BRANDS HOLDINGS, INC.
as Holdings

By: _____
Name:
Title:]

[[Restricted Subsidiary

By: _____
Name:
Title:]

Enclosure: Form of Discount Range Prepayment Offer

EXHIBIT N**FORM OF DISCOUNT RANGE PREPAYMENT OFFER**

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of November 23, 2010, (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), among Dunkin’ Finance Corp., a Delaware corporation (the “**Initial Borrower**”), and, upon the effectiveness of its joinder to the Credit Agreement, Dunkin’ Brands Holdings, Inc., a Delaware corporation (“**Holdings**”), and, upon the Assumption, Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer and (b) that certain Specified Discount Range Prepayment Notice, dated _____, 20__, from [the Borrower] [and] [Holdings] [Restricted Subsidiary] (the “**Discount Range Prepayment Notice**”). Capitalized terms used herein and not defined herein or in the Agreement shall have the meaning ascribed to such terms in the Discount Range Prepayment Notice.

The undersigned Term Loan Lender hereby gives you irrevocable notice, pursuant to Section 10.07(l)(iii) of the Agreement, that it is hereby offering to accept a Discounted Term Loan Prepayment on Term Loans held by such Term Loan Lender:

1. in a maximum aggregate principal amount of [\$_____] (the “**Submitted Amount**”), and
2. at a percentage of par equal to []% of par value (the “**Submitted Discount**”).

The undersigned Term Loan Lender hereby expressly consents and agrees to a prepayment of its Term Loans pursuant to Section 10.07(l)(iii) of the Agreement at a price equal to the Applicable Discount and in an aggregate principal amount not to exceed the Submitted Amount, as such principal amount may be reduced in accordance with the Discount Range Pro-Rata Factor, if any, and otherwise determined in accordance with and subject to the requirements of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Discount Range Prepayment Offer as of the date first above written.

[LENDER]

By: _____

Name:

Title: