

Exhibit VI to the
Security Agreement

[FORM OF]

ISSUER'S ACKNOWLEDGMENT

The undersigned hereby (i) acknowledges receipt of the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of December 3, 2010, made by Dunkin' Brands, Inc., a Delaware corporation ("DBI"), the other Grantors party thereto, and Barclays Bank PLC, as Administrative Agent, (ii) agrees promptly to note on its books the security interests granted to the Administrative Agent and confirmed under the Security Agreement, (iii) agrees that it will comply with instructions of the Administrative Agent with respect to Equity Interests of the undersigned without further consent by the applicable Grantor, (iv) agrees to notify the Administrative Agent upon obtaining knowledge of any interest in favor of any person in the applicable Equity Interests that is adverse to the interest of the Administrative Agent therein and (v) waives any right or requirement at any time hereafter to receive a copy of the Security Agreement in connection with the registration of any Equity Interests thereunder in the name of the Administrative Agent or its nominee or the exercise of voting rights by the Administrative Agent or its nominee.

[_____]

By: _____

Name:

Title:

EXHIBIT H

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of _____, 20__ (this “**Agreement**”), by and among [NEW REVOLVING CREDIT LENDER] [NEW TERM LENDER] (each, an “**Additional Lender**” and, collectively, the “**Additional Lenders**”), [APPLICABLE BORROWER] (the “**Borrower**”), and BARCLAYS BANK PLC (the “**Administrative Agent**”).

RECITALS:

WHEREAS, reference is hereby made to the Credit Agreement, dated as of November 23, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), 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 (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement);

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may establish [New Revolving Credit Commitments][New Term Commitments] (the “**Additional Commitments**”) with existing Lenders and/or Additional Lenders; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, Additional Lenders shall become Lenders pursuant to one or more Joinder Agreements;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Each Additional Lender hereby agrees to provide the Additional Commitment set forth on its signature page hereto pursuant to and in accordance with Section 2.14 of the Credit Agreement. The Additional Commitments provided pursuant to this Agreement shall be subject to all of the terms in the Credit Agreement and to the conditions set forth in Section 2.14 of the Credit Agreement, and shall be entitled to all the benefits afforded by the Credit Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents

Each Additional Lender, the Borrower and the Administrative Agent acknowledge and agree that the Additional Commitments provided pursuant to this Agreement shall constitute [New Revolving Credit Commitments][New Term Commitments] for all purposes of the Credit Agreement and the other applicable Loan Documents. Each Additional Lender hereby agrees to make [a New Term Loan to the Borrower in an amount equal to its Additional Commitment] [its Additional Commitment available to the Borrower] on the Increased Amount Date in accordance with Section 2.14 of the Credit Agreement.

Each Additional Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Additional Lender or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking

or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

Upon (i) the execution of a counterpart of this Agreement by each Additional Lender, the Administrative Agent and the Borrower and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, each of the undersigned Additional Lenders shall become Lenders under the Credit Agreement and shall have the respective Additional Commitment set forth on its signature page hereto, effective as of the Increased Amount Date.

For purposes of the Credit Agreement, the initial notice address of each Additional Lender shall be as set forth below its signature below.

For each Additional Lender, delivered herewith to the Administrative Agent are such forms, certificates or other evidence with respect to United States federal income tax withholding matters as such Additional Lender may be required to deliver to the Administrative Agent pursuant to Section 10.15 of the Credit Agreement.

This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of _____, 20__.

[NAME OF ADDITIONAL LENDER]

By: _____

Name:

Title:

[New Revolving Credit Commitments] [New Term Commitments]:

\$ _____

Notice Address:

Attention:

Telephone:

Facsimile:

[BORROWER]

By: _____

Name:

Title:

[Consented to and] Accepted:

BARCLAYS BANK PLC,
as Administrative Agent[, L/C Issuer
and Swing Line Lender]²⁷

By: _____

Name:

Title:

²⁷ To be included to the extent consent would be required under Section 10.07 for an assignment of Loans or Commitments to the Additional Lender.

EXHIBIT I

FORM OF L/C ISSUER AGREEMENT

L/C ISSUER AGREEMENT dated as of [—](this “**Agreement**”), among Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”), [], as letter of credit issuer (in such capacity, the “**L/C Issuer**”), and Barclays Bank PLC, as Administrative Agent under the Credit Agreement dated as of November 23, 2010 (as amended, restated or otherwise modified from time to time, the “**Credit Agreement**”), 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, the Borrower, each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

This Agreement constitutes an L/C Issuer Agreement under and as defined in the Credit Agreement. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Credit Agreement.

SECTION 1. Letter of Credit Commitment. The L/C Issuer hereby agrees to be an “**L/C Issuer**” under the Credit Agreement with a commitment to issue Letters of Credit in the amount set forth in Schedule I hereto and, subject to the terms and conditions hereof and of the Credit Agreement, to issue Letters of Credit under the Credit Agreement; *provided, however*, that Letters of Credit issued by the L/C Issuer hereunder shall be subject to the limitations set forth on Schedule I hereto and in the Credit Agreement.

SECTION 2. Issuance Procedure. In order to request the issuance of a Letter of Credit by the L/C Issuer, the Borrower shall hand deliver, fax, telecopy or transmit via electronic means (in a form reasonably acceptable to the L/C Issuer) a notice (specifying the information required by Section 2.03(b) of the Credit Agreement) to the L/C Issuer, at its address or facsimile number specified on Schedule I hereto (or such other address or telecopy number as the L/C Issuer may specify by notice to the Borrower), not later than the time of day (local time at such address) specified on Schedule I hereto prior to the proposed date of issuance of such Letter of Credit. A copy of such notice shall be sent, concurrently, by the Borrower to the Administrative Agent in the manner specified for borrowing requests under the Credit Agreement.

SECTION 3. L/C Issuer Fees. The customary issuance, presentation and amendment and other processing fees, and other standard costs and charges, of the L/C Issuer (“**L/C Issuer Fees**”) referred to in Section 2.03(j) of the Credit Agreement, which are payable to the L/C Issuer in respect of Letters of Credit issued hereunder, are specified on Schedule I hereto (it being understood that such fees shall be in addition to the L/C Issuer’s customary fronting fee referred to in Section 2.03(j)). Each payment of L/C Issuer Fees payable hereunder shall be made not later than 2:00 p.m., New York City time, on the date when due, in immediately available funds, to the account of the L/C Issuer specified on Schedule I hereto or to such other Lender specified on Schedule I hereto (or to such other account of the L/C Issuer as it may specify by notice to the Borrower).

SECTION 4. Credit Agreement Terms. Notwithstanding any provision hereof which may be construed to the contrary, it is expressly understood and agreed that (a) this Agreement is supplemental to the Credit Agreement and is intended to constitute an L/C Issuer Agreement, as defined therein (and, as such, constitutes an integral part of the Credit Agreement as though the terms of this Agreement were set forth in such Credit Agreement), (b) each Letter of Credit issued hereunder and each L/C Credit Extension made under any such Letter of Credit shall constitute a “**Letter of Credit**” and an “**L/C Credit Extension**”,

respectively, for all purposes of the Credit Agreement, (c) the L/C Issuer's commitment to issue Letters of Credit hereunder, and each and every Letter of Credit requested or issued hereunder, shall in each case be subject to the terms and conditions and entitled to the benefits of the Credit Agreement and (d) the terms and conditions of the Credit Agreement are hereby incorporated herein as though set forth herein in full and shall supersede any contrary provisions hereof.

SECTION 5. Notices. All communications and notices hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by electronic communication or facsimile transmission as provided in Section 10.02 of the Credit Agreement.

SECTION 6. Binding Agreement; Assignments. (a) This Agreement and the terms, covenants and conditions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Borrower and the L/C Issuer shall not be permitted to assign this Agreement or any interest herein without the prior written consent of the other parties to this Agreement other than as set forth in paragraph (b).

(b) The L/C Issuer may not assign its commitment to issue Letters of Credit hereunder without the consent of the Borrower and the Administrative Agent. In the event of an assignment by the L/C Issuer of all its other interests, rights and obligations under the Credit Agreement, then the L/C Issuer's commitment to issue Letters of Credit hereunder in respect of the Credit Agreement shall terminate unless the L/C Issuer, the Borrower and the Administrative Agent otherwise agree.

SECTION 7. Applicable Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 8. Survival of Agreement. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof and of any Letter of Credit issued hereunder or thereunder. Such representations and warranties have been or will be relied upon by the L/C Issuer, regardless of any investigation made by the L/C Issuer or on its behalf and notwithstanding that the L/C Issuer may have had notice or knowledge of any Default at the time of any Letter of Credit issuance, and shall continue in full force and effect as long as any Loan or any other Obligations hereunder or under any of the other Loan Documents shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 9. Severability. Any provision of this Agreement or the Credit Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 11. Conflicts. To the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

DUNKIN' BRANDS, INC.

By: _____

Name:

Title:

[], as L/C Issuer

By: _____

Name:

Title:

Accepted:

BARCLAYS BANK PLC,
as Administrative Agent

By: _____

Name:

Title:

**Schedule I to
Exhibit I**

L/C Issuer: []

L/C Issuer's Address and Facsimile Number for Notice: []

[]

[]

Fax: []

Commitment to Issue Letters of Credit: []

Time of Day by Which Notices Must Be Received:

[A notice requesting the issuance of a Letter of Credit must be received by the L/C Issuer by 12:00 noon at least three (3) Business Days prior to the proposed issuance date.]

The following fees shall be payable under the terms of Section 2.03(j) of the Credit Agreement.

Fronting Fee:

The fronting fee set forth in Section 2.03(j) of the Credit Agreement, which fee shall be equal to 0.125% per annum of the daily maximum amount then available to be drawn under such Letter of Credit, payable on the dates that such fees are payable pursuant to Section 2.03(j) of the Credit Agreement.

Issuance Fee: \$ []

Presentation Fee: \$ []

Amendment Fee: \$ []

Other processing fees specific to the L/C Issuer: \$ []

Other standard costs and charges specific to the L/C Issuer: \$ []

L/C Issuer's Account for Payment of Fronting Fee and L/C Issuer Fees: []