

EXHIBIT A TO THE GUARANTY

[FORM OF] GUARANTY SUPPLEMENT

[—], 20[—]

Barclays Bank PLC, as Administrative Agent

[—]

Attention:

RE: Credit Agreement dated as of November 23, 2010 among Dunkin' Finance Corp., a Delaware corporation (the "**Initial Borrower**"), and, upon the Assumption, Dunkin' Brands, Inc., a Delaware corporation (the "**Borrower**") and, upon the effectiveness of effectiveness of its joinder to the Credit Agreement, Dunkin' Brands Holdings, Inc., a Delaware corporation ("**Holdings**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, each a "**Lender**"), and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer

Ladies and Gentlemen:

Reference is made to the above-captioned Credit Agreement and to the Guaranty referred to therein (such Guaranty, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Guaranty**"). The capitalized terms defined in the Guaranty or in the Credit Agreement and not defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability.* (a) The undersigned hereby, jointly and severally with the other Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment, whether at scheduled maturity or by acceleration, demand or otherwise, of all Obligations of the Borrower, each Loan Party guaranteeing the Obligations of the Borrower and any Restricted Subsidiary which is an obligor with respect to any Secured Hedge Agreements now or hereafter existing or any Cash Management Obligations now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations, the "**Guaranteed Obligations**"), and agrees to pay any and all reasonable expenses incurred by the Administrative Agent or any other Secured Party in enforcing any rights under this Guaranty Supplement, the Guaranty or any other Loan Document in accordance with Section 10.04 of the Credit Agreement (including reasonable fees, expenses and disbursements of any law firm or other external counsel to the Administrative Agent). Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Guarantor to any Secured Party under or in respect of the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, liquidation, receivership, examinership, reorganization, administration or similar proceeding involving such other Guarantor.

A-1

(b) The undersigned, and by acceptance of this Guaranty Supplement, the Administrative Agent and each other Secured Party, hereby confirm that it is the intention of all such Persons that this Guaranty Supplement, the Guaranty and the Obligations of the under-signed hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Debtor Relief Laws (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar or analogous foreign, federal or state Law to the extent applicable to this Guaranty Supplement, the Guaranty and the Obligations of the under-signed hereunder and thereunder. To effectuate the foregoing intention, the Administrative Agent, the other Secured Parties and the undersigned hereby irrevocably agree that the Obligations of the undersigned under this Guaranty Supplement and the Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of the undersigned under this Guaranty Supplement and the Guaranty not constituting a fraudulent transfer or conveyance. For purposes hereof, “**Debtor Relief Laws**” means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or any Debtor Relief Law (as defined in the Credit Agreement).

(c) The undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Secured Party under this Guaranty Supplement, the Guaranty, or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable Law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Secured Parties under or in respect of the Finance Documents.

(d) To the extent that any Guarantor shall be required hereunder to pay a portion of the Guaranteed Obligations exceeding the greater of (a) the amount of the economic benefit actually received by such Guarantor from the Loans and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Guaranteed Obligations (excluding the amount thereof repaid by the Borrower) in the same proportion as such Guarantor’s net worth at the date enforcement is sought hereunder bears to the aggregate net worth of such Guarantor and all of the other Guarantors (the “**Other Guarantors**”) at the date of enforcement is sought hereunder, then, each Other Guarantor shall reimburse such Guarantor for the amount of such excess, pro rata, based on the respective net worths of such Other Guarantors at the date enforcement hereunder is sought.

Section 2. *Obligations Under the Guaranty.* The undersigned hereby agrees, as of the date first above written, to be bound as a Guarantor by all of the terms and conditions of the Guaranty to the same extent as each of the other Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Guaranty to an “**Additional Guarantor**” or a “**Guarantor**” shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to a “**Loan Party**” or a “**Guarantor**” shall also mean and be a reference to the undersigned.

Section 3. *Delivery by Facsimile or Electronic Transmission.* Delivery of an executed counterpart of a signature page to this Guaranty Supplement by facsimile or electronic transmission (e.g. pdf or tif) shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 4. *Governing Law; Jurisdiction; Waiver of Jury Trial, Etc.* (a) This Guaranty Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY SUPPLEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH GUARANTOR PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GUARANTOR PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY TO THIS GUARANTY SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Very truly yours,

[NAME OF ADDITIONAL GUARANTOR],

By: _____

Name:

Title:

Accepted and Agreed
as of the date first above written:

A-3

BARCLAYS BANK PLC,
As Administrative Agent

By: _____
Name:
Title:

A-4

Schedule I
Guarantors

<u>Name</u>	<u>Jurisdiction of Organization</u>
<u>Baskin-Robbins Flavors LLC</u>	<u>DE</u>
<u>Baskin-Robbins Franchised Shops LLC</u>	<u>DE</u>
<u>Baskin-Robbins Franchising LLC</u>	<u>DE</u>
<u>Baskin-Robbins International LLC</u>	<u>DE</u>
<u>Baskin-Robbins LLC</u>	<u>DE</u>
<u>Baskin-Robbins USA LLC</u>	<u>CA</u>
<u>BR IP Holder LLC</u>	<u>DE</u>
<u>BR Japan Holdings LLC</u>	<u>DE</u>
<u>DB Canadian Supplier Inc.</u>	<u>DE</u>
<u>DB Canadian Holding Company Inc.</u>	<u>DE</u>
<u>DB Franchising Holding Company LLC</u>	<u>DE</u>
<u>DB International Franchising LLC</u>	<u>DE</u>
<u>DB Master Finance LLC</u>	<u>DE</u>
<u>DB Mexican Franchising LLC</u>	<u>DE</u>
<u>DB Real Estate Assets I LLC</u>	<u>DE</u>
<u>DB Real Estate Assets II LLC</u>	<u>DE</u>
<u>DB UK Franchising LLC</u>	<u>DE</u>
<u>DBI Stores LLC</u>	<u>DE</u>
<u>DD IP Holder LLC</u>	<u>DE</u>
<u>Dunkin' Donuts Franchised Restaurants LLC</u>	<u>DE</u>
<u>Dunkin' Donuts Franchising LLC</u>	<u>DE</u>
<u>Dunkin' Donuts LLC</u>	<u>DE</u>
<u>Dunkin' Donuts Realty Investment LLC</u>	<u>DE</u>
<u>Dunkin' Donuts USA LLC</u>	<u>DE</u>
<u>Dunkin' Ventures LLC</u>	<u>DE</u>
<u>Mister Donut of America LLC</u>	<u>DE</u>
<u>Third Dunkin' Donuts Realty LLC</u>	<u>DE</u>

A-5

SECURITY AGREEMENT

dated as of

_____, ____

among

THE GRANTORS IDENTIFIED HEREIN

and

Barclays Bank PLC,
as Administrative Agent

TABLE OF CONTENTS

		Page
ARTICLE I		
Definitions		
SECTION 1.01	Credit Agreement	1
SECTION 1.02	Other Defined Terms	1
ARTICLE II		
Pledge of Securities		
SECTION 2.01	Pledge	4
SECTION 2.02	Delivery of the Pledged Equity	5
SECTION 2.03	Representations, Warranties and Covenants	6
SECTION 2.04	Certification of Limited Liability Company and Limited Partnership Interests	7
SECTION 2.05	Registration in Nominee Name; Denominations	8
SECTION 2.06	Voting Rights; Dividends and Interest	8
ARTICLE III		
Security Interests in Personal Property		
SECTION 3.01	Security Interest	10
SECTION 3.02	Representations and Warranties	12
SECTION 3.03	Covenants	13
ARTICLE IV		
Remedies		
SECTION 4.01	Remedies Upon Default	16
SECTION 4.02	Application of Proceeds	18
SECTION 4.03	Grant of License to Use Intellectual Property	18
ARTICLE V		
Subordination		
SECTION 5.01	Subordination	19
ARTICLE VI		
Miscellaneous		

SECTION 6.01	Notices	19
SECTION 6.02	Waivers; Amendment	19
SECTION 6.03	Administrative Agent's Fees and Expenses; Indemnification	20
SECTION 6.04	Successors and Assigns	20
SECTION 6.05	Survival of Agreement	20
SECTION 6.06	Counterparts; Effectiveness; Several Agreement	20
SECTION 6.07	Severability	21
SECTION 6.08	Right of Set-Off	21
SECTION 6.09	Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Service of Process	21
SECTION 6.10	Headings	22
SECTION 6.11	Security Interest Absolute	22
SECTION 6.12	Termination or Release	22
SECTION 6.13	Additional Grantors	23
SECTION 6.14	Administrative Agent Appointed Attorney-in-Fact	23
SECTION 6.15	General Authority of the Administrative Agent	24
SECTION 6.16	Reasonable Care	24
SECTION 6.17	Delegation; Limitation	24
SECTION 6.18	Reinstatement	24
SECTION 6.19	Miscellaneous	24

Exhibits

Exhibit I	Form of Security Agreement Supplement
Exhibit II	Form of Perfection Certificate
Exhibit III	Form of Patent Security Agreement
Exhibit IV	Form of Trademark Security Agreement
Exhibit V	Form of Copyright Security Agreement
Exhibit VI	Form of Issuer's Acknowledgment

SECURITY AGREEMENT dated as of _____, _____, among the Grantors (as defined below) and Barclays Bank PLC, as the administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

Reference is made to the Credit Agreement (the “**Credit Agreement**”), dated as of November 23, 2010, 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 (“**DBI**”), each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

On the Closing Date, the Lenders made Term Loans and on the date hereof provided Revolving Credit Commitments to the Initial Borrower under the Credit Agreement.

Pursuant to Section 6.17 of the Credit Agreement, (i) concurrently with the release of funds from the Escrow Account on the date hereof, the Initial Borrower assigned and transferred to DBI all of its rights and obligations as the Borrower under the Credit Agreement and the other Loan Documents, and (ii) immediately following the redemption of the Existing Securitization Notes and discharge of the Existing Securitization Indenture on the date hereof, the Grantors are required to execute and deliver this Agreement.

The Guarantors party hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement, and are willing to execute and deliver this Agreement as consideration for Loans previously made and Letters of Credit previously issued and to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**Account Debtor**” means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“Accounts” has the meaning specified in Article 9 of the UCC.

“Administrative Agent” has the meaning assigned to such term in the recitals of the Agreement or any permitted successor administrative agent.

“Agreement” means this Security Agreement.

“Article 9 Collateral” has the meaning assigned to such term in Section 3.01(a).

“Borrower” means Dunkin’ Brands, Inc., a Delaware corporation.

“Collateral” means the Article 9 Collateral and the Pledged Collateral.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the USCO.

“Credit Agreement” has the meaning assigned to such term in the preliminary statement of this Agreement.

“General Intangibles” has the meaning specified in Article 9 of the UCC.

“Grantor” means, without duplication, the Borrower, each Guarantor that is a party hereto and each Guarantor that is a Restricted Subsidiary that becomes a party to this Agreement after the date hereof.

“Intellectual Property” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, the intellectual property rights in software and databases and related documentation and all additions and improvements to the foregoing.

“Intellectual Property Security Agreements” means the short-form Patent Security Agreement, short-form Trademark Security Agreement, and short-form Copyright Security Agreement, each substantially in the form attached hereto as Exhibits III, IV and V, respectively.

“License” means any Patent License, Trademark License, Copyright License or other Intellectual Property license or sublicense agreement to which any Grantor is a party, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder