

## EXHIBIT A-3

## FORM OF REQUEST FOR L/C ISSUANCE

Date: [—]

To: Barclays Bank PLC, as L/C Issuer  
Letter of Credit Department  
200 Park Avenue  
New York, NY 10166  
Fax: 212-412-5011  
Email: dawn.townsend@barcap.com  
Attention: Dawn Townsend

With a copy to:

Barclays Bank PLC, as Administrative Agent  
754 Seventh Avenue  
New York, NY 10019  
Attn: David Barton / Nicole Conjares  
Fax: (212) 526-5115 / (646) 758-4821  
Email: davide.barton@barcap.com / nicole.conjares@barcap.com

Ladies and Gentlemen:

Reference is 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**”; 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.

The undersigned hereby requests an [issuance][amendment][extension] of a Letter of Credit. Enclosed herewith is the related Letter of Credit Application, with the information required pursuant to Section 2.03(b) of the Credit Agreement.

The Credit Extension requested herein complies with the Credit Agreement, including Section 4.02 of the Credit Agreement.

[Signature Page Follows]

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DUNKIN' BRANDS, INC.

By: \_\_\_\_\_

Name:

Title:

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**EXHIBIT B****FORM OF SWING LINE LOAN NOTICE**

To: Barclays Bank PLC, as Swing Line Lender and Administrative Agent  
1301 Avenue of the Americas  
New York, NY 10019  
Fax: 212-320-7205  
Email: XraUSLoanOps5@barcap.com  
Attention: Sookie Siew

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated November 23, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit 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.

The undersigned hereby requests a Swing Line Loan:

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \$\_\_\_\_\_.
3. To the account designated below:  
[       ]

After giving effect to any Swing Line Borrowing, the aggregate Outstanding Amount of the Revolving Credit Loans of the Borrower plus the aggregate Outstanding Amount of all L/C Obligations plus the aggregate Outstanding Amount of all Swing Line Loans does not exceed \$100,000,000.

Upon acceptance of the Swing Line Loan offered by the Lenders in response to this request, the Borrower shall be deemed to have represented and warranted that the conditions to lending specified in Section 4.02 of the Credit Agreement have been satisfied.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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DUNKIN' BRANDS, INC.

By: \_\_\_\_\_

Name:

Title:

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## EXHIBIT C-1

## FORM OF TERM NOTE

Date: [—]

FOR VALUE RECEIVED, the undersigned, hereby promise to pay to \_\_\_\_\_ or its registered assigns (the “**Term Lender**”), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the aggregate unpaid principal amount of each Term B Loan made by the Term Lender to the Initial Borrower and [to be]<sup>11</sup> assumed by Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”) under that certain 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**”; 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, the Borrower, each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

The [Initial]<sup>12</sup> Borrower promises to pay interest on the aggregate unpaid principal amount of each Term B Loan made by the Term Lender to the [Initial] Borrower under the Credit Agreement from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Term Lender in Dollars and in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Term Note (this “**Term Note**”) is one of the Term Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Term Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Term B Loans made by the Term Lender shall be evidenced by one or more loan accounts or records maintained by the Term Lender in the ordinary course of business. The Term Lender may also attach schedules to this Term Note and endorse thereon the date, amount and maturity of its Term B Loans and payments with respect thereto.

The [Initial] Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term Note.

THIS TERM NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

<sup>11</sup> Notes issued on Closing Date.

<sup>12</sup> Notes issued on Closing Date.

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[DUNKIN' FINANCE CORP.

By: \_\_\_\_\_

Name:

Title: ]<sup>13</sup>

[DUNKIN' BRANDS, INC.,  
Borrower

By: \_\_\_\_\_

Name:

Title: ]<sup>14</sup>

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<sup>13</sup> Notes issued on Closing Date.

<sup>14</sup> Notes issued on or after Escrow Release Date.

TERM B LOANS AND PAYMENTS WITH RESPECT THERETO

[illegible]

## EXHIBIT C-2

## FORM OF REVOLVING CREDIT NOTE

Date: [—]

FOR VALUE RECEIVED, the undersigned, hereby promises to pay to \_\_\_\_\_ or its registered assigns (the “**Lender**”), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the aggregate unpaid principal amount of each Revolving Credit Loan from time to time made by the Lender to Dunkin’ Brands, Inc., a Delaware corporation (the “**Borrower**”) under that certain 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**”; 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, the Borrower, each lender from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Swing Line Lender and L/C Issuer.

The Borrower promises to pay interest on the aggregate unpaid principal amount of each Revolving Credit Loan from time to time made by the Lender to the Borrower under the Credit Agreement from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent (or, in the case of Swing Line Loans, to the Swing Line Lender) for the account of the Lender in Dollars and in immediately available funds. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Revolving Credit Note (this “**Revolving Credit Note**”) is one of the Revolving Credit Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Revolving Credit Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Revolving Credit Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Revolving Credit Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Credit Note and endorse thereon the date, amount and maturity of its Revolving Credit Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Credit Note.



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THIS REVOLVING CREDIT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

DUNKIN' BRANDS, INC.

By: \_\_\_\_\_

Name:

Title:

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<https://www.sec.gov/Archives/edgar/data/1357204/00011931251160440/dex1020.htm>