
COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., “RABOBANK
NEDERLAND”, NEW YORK BRANCH,
as Lender

By: /s/ Brett Delfino

Name: Brett Delfino

Title: Executive Director

By: /s/ Lissy Smit

Name: Lissy Smit

Title: Executive Director

[Signature Page to Credit Agreement]

Schedule I

GUARANTORS

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

ADMINISTRATIVE AGENT'S OFFICE, CERTAIN ADDRESSES FOR NOTICES**BORROWERS:**

Dunkin' Brands, Inc.
130 Royall Street
Canton, MA 02021
Attn: Neil Moses
Fax: 781-737-3802
E-mail: neil.moses@dunkinbrands.com

with copies to:

Dunkin' Brands, Inc.
130 Royall Street
Canton, MA 02021
Attn: Rich Emmett
Fax: 781-737-4360
E-mail: rich.emmett@dunkinbrands.com

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Attn: Steven Rutkovsky
Fax: (646) 728-1529
E-mail: steven.rutkovsky@ropesgray.com

ADMINISTRATIVE AGENT:Legal Address:

Barclays Bank PLC
745 Seventh Avenue
New York, NY 10019

Servicing Contact:

(for payments and requests for Credit Extensions):

Barclays Bank PLC
1301 Sixth Avenue
New York, NY 10019
Attn: Sookie Siew
Phone: (212) 320-7205
Fax: (917) 522-0569
E-mail: XraUSLoanOps5@barcap.com

Other Notices as Administrative Agent:

Barclays Bank PLC
745 Seventh Avenue, 26th Floor
New York, NY 10019
Attn: David Barton / Nicole Conjares
Phone: (212) 526-9870 / (212) 526-3987
Fax: (212) 526-5115 / (646) 758-4821
Email: davide.barton@barcap.com / nicole.conjares@barcap.com

with a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
Attn: Susanna M. Suh
Fax: (212) 378-2611
E-mail: ssuh@cahill.com

L/C ISSUER:

Barclays Bank PLC
Letter of Credit Department
200 Park Avenue
New York, NY 10166
Attn: Dawn Townsend
Phone: (201) 499-2081
Fax: (212) 412-5011
Email: dawn.townsend@barcap.com

with copy to:

Barclays Bank PLC
745 Seventh Avenue, 26th Floor
New York, NY 10019
Attn: David Barton / Nicole Conjares
Phone: (212) 526- 9870 / (212) 526-3987
Fax: (212) 526-5115 / (646) 758-4821
Email: davide.barton@barcap.com / nicole.conjares@barcap.com

SWING LINE LENDER:

Barclays Bank PLC
1301 Sixth Avenue
New York, NY 10019
Attn: Sookie Siew
Phone: (212) 320-7205
Fax: (917) 522-0569
E-mail: XraUSLoanOps5@barcap.com

EXHIBIT A-1

FORM OF COMMITTED LOAN NOTICE

Date: [—]

To: Barclays Bank PLC, as 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 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 (select one):

A Borrowing of:

- ☐ Revolving Credit Loans
- ☐ Term B Loans

OR

- ☐ A conversion or continuation of [Revolving Credit] [Term B Loans]

1. On _____ (a Business Day).
2. In the amount of _____.
3. Comprised of _____.

[Class and Type of Loan requested]

4. For Eurodollar Rate Loans: with an Interest Period of __ months.

5. [To the account designated in the Senior Secured Credit Facilities Escrow and Security Agreement]¹

[After giving effect to any Revolving Credit 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.]²

[Upon acceptance of any or all of the Loans offered by the Lenders in response to this request, [the Initial Borrower]³ [the Borrower]⁴ shall be deemed to have represented and warranted that the conditions to lending specified in Section[s 4.01 and]⁵ 4.02 of the Credit Agreement have been satisfied.]⁶

[If any borrowing of Eurodollar Rate Loans is not made as a result of a withdrawn Committed Loan Notice, the Borrower shall, after receipt of a written request by any Lender (which request shall set forth in reasonable detail the basis for requesting such amount), pay to the applicable Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that such Lender may reasonably incur as a result of such payment, failure to convert, failure to continue, failure to prepay, reduction or failure to reduce, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Eurodollar Rate Loan, as applicable].⁷

¹ Applicable with respect to initial Borrowing only.

² Applicable with respect to a Borrowing of Revolving Credit Loans.

³ Applicable with respect to initial Borrowing only.

⁴ Applicable with respect to a Borrowing after the Escrow Release Date.

⁵ Applicable with respect to initial Borrowing only.

⁶ Not applicable to conversion or continuation of Loans.

⁷ Applicable with respect to initial Borrowing only.

[DUNKIN' FINANCE CORP.,
as Initial Borrower⁸

By: _____
Name:
Title:]

[DUNKIN' BRANDS, INC.,
as Borrower⁹

By: _____
Name:
Title:]

⁸ To be executed by Dunkin' Finance Corp. on the Closing Date only.

⁹ To be executed by Dunkin Brands, Inc. from time to time after the Esrow Release Date.

EXHIBIT A-2

FORM OF PREPAYMENT NOTICE

Barclays Bank PLC,
as Administrative Agent for
the Lenders referred to below,
1301 Avenue of the Americas
New York, NY 10019
Fax: 212-320-7205
Email: XraUSLoanOps5@barcap.com
Attention: Sookie Siew

With a copy to:
Barclays Bank PLC
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

Re: Dunkin Brands, Inc. Credit Agreement

[Date]

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. Borrower hereby gives you notice pursuant to Section 2.05 of the Credit Agreement that it shall be making a prepayment under the Credit Agreement:

- | | |
|---|---|
| (A) Rate of Loans being repaid | [Base Rate Loans] [Eurodollar Rate Loans] |
| (B) Principal amount of borrowing being prepaid | _____ |
| (C) Date of prepayment | _____ |
| (D) Type of prepayment | [Mandatory] ¹⁰ [Optional] |

¹⁰ To be accompanied by a reasonably detailed calculation of the amount of prepayment.

[Signature Page Follows]

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DUNKIN' BRANDS, INC.

By: _____

Name:

Title:

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