
amounts) to the Assignor for amounts that have accrued to but excluding the Effective Date and to the Assignee for amounts that have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by, the law of the State of New York.

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[FORM OF]
SECTION 10.15(a) US TAX CERTIFICATE
(For Non-US Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the CREDIT AGREEMENT entered into as of November 23, 2010 (as amended, restated, supplemented 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, 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, each other lender from time to time party thereto. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 10.15(a) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), (iii) it is not a 10-percent shareholder of the Initial Borrower or the Borrower within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Code, (iv) it is not a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code, and (v) no payments in connection with any Loan Document are effectively connected with a U.S. trade or business conducted by the undersigned.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and (2) the undersigned shall furnish the Borrower and the Administrative Agent a properly completed and currently effective certificate in either the calendar year in which payment is to be made by the Borrower or the Administrative Agent to the undersigned, or in either of the two calendar years preceding such payment, after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Borrowers and the Administrative Agent and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

[NAME OF LENDER]

By: _____

Name:

Title:

Dated: _____

[FORM OF]
SECTION 10.15(a) US TAX CERTIFICATE
(For Non-US Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

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Pursuant to the provisions of Section 10.15(a) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) neither the undersigned nor any of its partners/members is a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), (iv) none of its partners/members is a 10-percent shareholder of the Initial Borrower or the Borrower within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Code, (v) none of its partners/members is a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code, and (vi) no payments in connection with any Loan Document are effectively connected with a U.S. trade or business conducted by the undersigned or its partners/members.

The undersigned has furnished the Administrative Agent and the Borrower with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption, provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the Lender to provide, in the case of a partner/member not claiming the portfolio interest exemption, a Form W-8ECI, Form W-9 or Form W-8IMY (including appropriate underlying certificates from each interest holder of such partner/member), in each case establishing such partner/member’s available exemption from U.S. federal withholding tax. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent in writing with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payment, after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Borrowers and the Administrative Agent and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

Dated: _____

[FORM OF]
SECTION 10.15(a) US TAX CERTIFICATE
(For Non-US Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the CREDIT AGREEMENT entered into as of November 23, 2010 (as amended, restated, supplemented 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, 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 herein but not defined shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 10.15(a) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), (iii) it is not a 10-percent shareholder of the Initial Borrower or the Borrower within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Code, (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and (v) no payments in connection with any Loan Document are effectively connected with a U.S. trade or business conducted by the undersigned.

The undersigned has furnished its participating non-US Lender with a certificate of its non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such non-US Lender in writing and (2) the undersigned shall have at all times furnished such non-US Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payment, after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Borrowers and the Administrative Agent and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Dated: _____

[FORM OF]
SECTION 10.15(a) US TAX CERTIFICATE
(For Non-US Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the CREDIT AGREEMENT entered into as of November 23, 2010 (as amended, restated, supplemented 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, 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 herein but not defined shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to the provisions of Section 10.15(a) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, (iii) neither the undersigned nor any of its partners/members is a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), (iv) none of its partners/members is a 10-percent shareholder of the Initial Borrower or the Borrower within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Code, (v) none of its partners/members is a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code, and (vi) no payments in connection with any Loan Document are effectively connected with a U.S. trade or business conducted by the undersigned or its partners/members.

The undersigned has furnished its participating non-US Lender with Internal Revenue Service Form W-8IMY accompanied by an Internal Revenue Service Form W-8BEN from each of its partners/members claiming the portfolio interest exemption, provided that, for the avoidance of doubt, the foregoing shall not limit the obligation of the undersigned to provide, in the case of a partner/member not claiming the portfolio interest exemption, a Form W-8ECL, Form W-9 or Form W-8IMY (including appropriate underlying certificates from each interest holder of such partner/member), in each case establishing such partner/member’s available exemption from U.S. federal withholding tax. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such non-US Lender in writing and (2) the undersigned shall have at all times furnished such non-US Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payment, after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Borrowers and the Administrative Agent and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT T**Form of Assignment and Assumption Agreement**

This Assignment and Assumption Agreement (the “Agreement”), dated as of December 3, 2010, is among Dunkin’ Finance Corp., a Delaware corporation, as assignor (“Assignor”), Dunkin’ Brands, Inc., a Delaware corporation, as assignee (“Assignee”), and Barclays Bank PLC, as administrative agent (in such capacity and together with its successors, the “Administrative Agent”) for itself and the Lenders under the Credit Agreement referred to below (the “Lenders”).

RECITALS:

Assignor, the Administrative Agent and the Lenders are parties to that certain Credit Agreement, dated as of November 23, 2010 (as amended, supplemented or modified through the date hereof, the “Credit Agreement”), under which the Lenders extended credit to the Assignor. Assignee will become a party to the Credit Agreement as the Borrower under the Credit Agreement following the execution and delivery of this Agreement to the Administrative Agent.

Assignor and the Administrative Agent are parties to an Agency Fee Letter, dated as of November 23, 2010 (the “Agency Fee Letter”), pursuant to which the Assignor agreed to pay to the Administrative Agent the fees set forth therein. Assignee will become party to the Agency Fee Letter as the Company under the Agency Fee Letter and, pursuant to the proviso in the third paragraph of Section 3 of the Agency Fee Letter, the Assignee will assume the rights and obligations of the Assignor under the Agency Fee Letter following the execution and delivery of this Agreement to the Administrative Agent.

As contemplated by Section 6.17(a) of the Credit Agreement, concurrently with the release of funds from the Escrow Account on the Escrow Release Date, the Assignor and Assignee are entering into this Agreement pursuant to which the Assignor shall assign all of its rights and obligations under the Credit Agreement to the Assignee.

In consideration of the mutual promises and covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms defined in the Credit Agreement and not defined herein are used herein (including in the Recitals hereto) with the meanings so defined.
2. Joinder. Effective as of the date hereof (the “Joinder Date”), Assignee (i) joins in, becomes party to and agrees to be bound in all respects by all of the terms and conditions of (as fully as if Assignee had been an original signatory thereto) (a) the Credit Agreement as the Borrower and a Loan Party thereunder for all purposes thereof, (b) the Agency Fee Letter as the Company thereunder for all purposes thereof and (c) the other Loan Documents as a Loan Party thereunder for all purposes thereof and (ii) without limiting any other provision of the Loan Documents, agrees that it shall take all such steps as are necessary, including, without limitation, pursuant to Section 6.17 of the Credit Agreement, to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest, subject to Liens permitted by Section 7.01 of the Credit Agreement and to the extent set forth in the Security Agreement, on all of Assignee’s assets constituting Collateral.