

EXHIBIT O

FORM OF SOLICITED DISCOUNTED PREPAYMENT NOTICE

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

This Solicited Discounted Prepayment Notice is delivered to you pursuant to Section 10.07(l)(iv) of that certain Credit Agreement, dated as of November 23, 2010 (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**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.

Pursuant to Section 10.07(l)(iv) of the Agreement, [the Borrower] [and] [Holdings][Restricted Subsidiary] hereby irrevocably request[s] that each Term Loan Lender submit a Solicited Discounted Prepayment Offer. The maximum aggregate principal amount of the Discounted Term Loan Prepayment that will be made in connection with this solicitation is \$_____³⁰ (the “**Solicited Discounted Prepayment Amount**”).

To make an offer in connection with this solicitation, you are required to deliver a Solicited Discounted Prepayment Offer by no later than 5:00 p.m., Eastern time, on the date that is three (3) Business Days following the date of delivery of this notice pursuant to Section 10.07(l)(iv) of the Agreement.

[The Borrower] [and] [Holdings][Restricted Subsidiary] hereby represent[s] and warrant[s] to the Administrative Agent and the Term Loan Lenders as follows:

1. Immediately before and immediately after giving effect to any Discounted Term Loan Prepayment made in connection with this solicitation, the sum of (x) the unused Revolving Credit Commitments and (y) the amount of unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries shall not be less than \$30,000,000.

2. This Discounted Term Loan Prepayment is being financed by [the Borrower] [and] [Holdings] [Restricted Subsidiary] with Internally Generated Cash Flow or with Eligible Equity Proceeds or the proceeds of Permitted Subordinated Indebtedness, in each case that are Not Otherwise Applied.

3. (i) At least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the applicable Company Party on the applicable Discounted Prepayment Effective Date and (ii) at least three (3) Business Days have passed since the consummation of the most recent Discounted Term Loan

³⁰ Minimum of \$2.0 million and whole increments of \$500,000.

Prepayment due to no Term Lender being willing to accept any prepayment of any Term Loans at the Specified Discount, within the Discount Range or at any discount to par value, as applicable, or in the case of Borrower Solicitation of Discounted Prepayment Offers, the Borrower's election not to accept any Solicited Discounted Prepayment Offers made by a Term Lender.

[The Borrower] [and] [Holdings][Restricted Subsidiary] acknowledge[s] that the Administrative Agent and the Term Loan Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with any Solicited Discounted Prepayment Offer made in response to this Solicited Discounted Prepayment Notice and the acceptance of any prepayment made in connection with this Solicited Discounted Prepayment Notice.

[The Borrower] [and] [Holdings][Restricted Subsidiary] request[s] that Administrative Agent promptly notify each of the Term Loan Lenders party to the Agreement of this Solicited Discounted Prepayment Notice.

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IN WITNESS WHEREOF, the undersigned has executed this Solicited Discounted Prepayment Notice as of the date first above written.

DUNKIN' BRANDS, INC.

By: _____
Name:
Title:

[DUNKIN' BRANDS HOLDINGS, INC.]

By: _____
Name:
Title:]

[[Restricted Subsidiary]

By: _____
Name:
Title:]

Enclosure: Form of Solicited Discounted Prepayment Offer

EXHIBIT P**FORM OF SOLICITED DISCOUNTED PREPAYMENT OFFER**

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of November 23, 2010, (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**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 and (b) that certain Solicited Discounted Prepayment Notice, dated _____, 20__, from [the Borrower] [and] [Holdings][Restricted Subsidiary] (the “**Solicited Discounted Prepayment Notice**”). Capitalized terms used herein and not defined herein or in the Agreement shall have the meaning ascribed to such terms in the Solicited Discounted Prepayment Notice.

To accept the offer set forth herein, you must submit an Acceptance and Prepayment Notice by no later than 5:00 p.m., Eastern time, on the third Business Day following your receipt of this notice.

The undersigned Term Loan Lender hereby gives you irrevocable notice, pursuant to Section 10.07(l)(iv) of the Agreement, that it is hereby offering to accept a Discounted Term Loan Prepayment on Term B Loans held by such Term Loan Lender:

1. in a maximum aggregate principal amount of [\$_____] (the “**Offered Amount**”), and
2. at a percentage of par value equal to []% (the “**Offered Discount**”).

The undersigned Term Loan Lender hereby expressly consents and agrees to a prepayment of its Term B Loans pursuant to Section 10.07(l)(iv) of the Agreement at a price equal to the Acceptable Discount and in the aggregate principal amount not to exceed such Lender’s Offered Amount as such principal amount may be reduced in accordance with the Solicited Discount Pro-Rata Factor, if any, and otherwise determined in accordance with and subject to the requirements of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Solicited Discount Prepayment Offer as of the date first above written.

[LENDER]

By: _____
 Name: _____
 Title: _____

EXHIBIT Q

FORM OF ACCEPTANCE AND PREPAYMENT NOTICE

Date: _____, 20__

To: [], as Auction Agent

Ladies and Gentlemen:

This Acceptance and Prepayment Notice is delivered to you pursuant to Section 10.07(l)(iv) of that certain Credit Agreement, dated as of November 23, 2010, (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**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.

Pursuant to Section 10.07(l)(iv) of the Agreement, [the Borrower] [and] [Holdings] [Restricted Subsidiary] hereby irrevocably notifies you that, it accepts offers delivered in response to the Solicited Discount Prepayment Notice having an Offered Discount equal to or less than []% (the “**Acceptable Discount**”) in an aggregate principal amount not to exceed the Solicited Discount Prepayment Amount.

[The Borrower] [and] [Holdings] [Restricted Subsidiary] expressly agrees that this Acceptance and Prepayment Notice shall be irrevocable, and is subject to the provisions of Section 10.07(l)(iv) of the Agreement.

[The Borrower] [and] [Holdings] [Restricted Subsidiary] request[s] that Administrative Agent promptly notify each of the Term Loan Lenders party to the Agreement of this Acceptance and Prepayment Notice.

IN WITNESS WHEREOF, the undersigned has executed this Acceptance and Prepayment Notice as of the date first above written.

DUNKIN' BRANDS, INC.

By: _____

Name:

Title:

[DUNKIN' BRANDS HOLDINGS, INC.]

By: _____

Name:

Title:]

[[Restricted Subsidiary]

By: _____

Name:

Title:]

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EXHIBIT R

**FORM OF
AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (the “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the “**Assignor**”) and [*Insert name of Assignee*] (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement defined below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____

3. Borrower: [Dunkin’ Finance Corp.]³¹[Dunkin’ Brands, Inc.]

4. Administrative Agent: Barclays Bank PLC, as the administrative agent under the Credit Agreement

5. Credit Agreement: Credit Agreement, dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Dunkin’ Finance

³¹ If executed prior to the Escrow Release Date only.

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.

6. Assigned Interest:

<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans³²</u>
Term Loan Facility	\$	\$	%

[7. Trade Date: _____]³³

³² Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

³³ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Title:

Acknowledged and Accepted:

[DUNKIN' FINANCE CORP.]³⁴ [DUNKIN' BRANDS, INC.]

By: _____

Name:

Title:

BARCLAYS BANK PLC,
as Administrative Agent

By: _____

Name:

Title:

³⁴ If executed prior to the Escrow Release Date only.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Holdings, the Borrower, any of their Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, the Borrower, any of their Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (iv) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Sections 5.05 or 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) if it is not already a Lender under the Credit Agreement, attached to the Assignment and Assumption an Administrative Questionnaire in the form of Exhibit J to the Credit Agreement, (vi) if it is a Non-US Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to Section 10.15 of the Credit Agreement, duly completed and executed by the Assignee; (vii) it is an Affiliated Lender pursuant to Section 10.07(k) of the Credit Agreement; and (viii) after giving effect to its purchase and assumption of the Assigned Interest, the aggregate principal amount of all Loans held by Affiliated Lenders will not exceed 25% of the aggregate principal amount of all Loans and Commitments outstanding under the Credit Agreement; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, 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 Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other