

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 10.17 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.18 *Binding Effect*. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent shall have been notified by each Lender, Swing Line Lender and the L/C Issuer that each such Lender, Swing Line Lender and the L/C Issuer has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

Section 10.19 *USA PATRIOT Act Notice*. Each Lender that is subject to the PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act.

Section 10.20 *[Reserved]*.

Section 10.21 *No Advisory or Fiduciary Relationship*. In connection with all aspects of each transaction contemplated hereby, each of Holdings and the Borrower acknowledge and agrees that (i) the Facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between Holdings and the Borrower, on the one hand, and the Agents and the Lenders, on the other hand, and Holdings and the Borrower are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each of the Agents and the Lenders is and has been acting solely as a principal and is not the agent or fiduciary, for the Borrower; and (iii) the Agents and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and Holdings and the Borrower have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DUNKIN' FINANCE CORP.,
Initial Borrower

By: /s/ Anita Balaji

Name: Anita Balaji

Title: Chief Executive Officer and President

BARCLAYS BANK PLC, as
Administrative Agent, L/C Issuer,
Swing Line Lender and a Lender

By: /s/ David Barton

Name: David Barton
Title: Director

JPMorgan Chase Bank, N.A.,
as Lender

By: /s/ Barry K. Bergman
Name: Barry K. Bergman
Title: Managing Director

BANK OF AMERICA, N.A.,
as Lender

By: /s/ Angelo Maragos

Name: Angelo Maragos
Title: Vice President

[Signature Page to Credit Agreement]

GOLDMAN SACHS BANK USA,
as Lender

By: /s/ Alexis Maged

Name: Alexis Maged

Title: Authorized Signatory

[Signature Page to Credit Agreement]

Citicorp North America Inc.,
as Lender

By: /s/ Anthony V. Pantina

Name: Anthony V. Pantina
Title: Vice President

[Signature Page to Credit Agreement]

CREDIT SUISSE AG, Cayman Islands Branch,
as Lender

By: /s/ Shaheen Malik

Name: Shaheen Malik
Title: Vice President

By: /s/ Rahul Parmar

Name: Rahul Parmar
Title: Associate

[Signature Page to Credit Agreement]

Deutsche Bank Trust Company Americas,
as Lender

By: /s/ Scottye Lindsey

Name: Scottye Lindsey

Title: Director

By: /s/ Marguerite Sutton

Name: Marguerite Sutton

Title: Director

[Signature Page to Credit Agreement]

Morgan Stanley Bank, N.A.,
as Lender

By: /s/ Sherrese Clarke

Name: Sherrese Clarke

Title: Authorized Signatory

[Signature Page to Credit Agreement]