

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 5, 2015

THE CHEFS' WAREHOUSE, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35249
(Commission
File Number)

20-3031526
(I.R.S. Employer Identification No.)

100 East Ridge Road, Ridgefield, CT 06877
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (203) 894-1345

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) The Chefs' Warehouse, Inc. 2015 Cash Incentive Plan

On March 5, 2015, the Compensation Committee (the "Compensation Committee") of the Board of Directors of The Chefs' Warehouse, Inc. (the "Company") approved the Company's 2015 Cash Incentive Plan (the "2015 Plan"), which is a sub-plan of the Company's 2011 Omnibus Equity Incentive Plan (the "2011 Omnibus Incentive Plan"). The 2015 Plan is administered by the Compensation Committee. Subject to the terms of the 2015 Plan, the Compensation Committee has full power and authority to determine the eligible participants under the 2015 Plan and the applicable performance thresholds and the performance measurements that apply to each award.

The Compensation Committee determined that all of the Company's employees are eligible to participate in the 2015 Plan. The Compensation Committee determined that for Christopher Pappas, the Company's Chief Executive Officer, performance measurements for 2015 will be based solely on corporate goals relating to adjusted EBITDA and revenue, each of which will be weighted equally. For John Austin, the Company's Chief Financial Officer, Alexandros Aldous, the Company's General Counsel and Corporate Secretary, Frank O'Dowd, the Company's Chief Information Officer, and Patricia Lecouras, the Company's Chief Human Resources Officer, performance measurements for 2015 will be based on a combination of corporate goals relating to adjusted EBITDA and revenue, each of which will be weighted equally, as well as individual performance goals. For each of Mr. Pappas, Mr. Austin, Mr. Aldous, Mr. O'Dowd and Ms. Lecouras, the revenue target will exclude revenue from new acquisitions in 2015, other than the Company's pending acquisition of Del Monte Capitol Meat Co. and certain related entities, and give effect to the other exclusions and adjustments specifically identified in the 2015 Plan, and the adjusted EBITDA target will include adjusted EBITDA from new acquisitions in 2015 after giving effect to certain exclusions and adjustments specifically identified in the 2015 Plan. The Compensation Committee is authorized to interpret the 2015 Plan, to establish, amend and rescind any rules and regulations relating to the 2015 Plan, and to make any other determinations that it deems necessary or desirable for the administration of the 2015 Plan.

For the Company's 2015 fiscal year, the Compensation Committee has set target awards under the 2015 Plan for the principal executive officer, principal financial officer and each of the individuals who were identified as the Company's named executive officers in its 2014 Proxy Statement filed in connection with the Company's 2014 annual stockholders' meeting. For Mr. Pappas, the 2015 target award under the 2015 Plan is 100% of annual base salary. For Mr. Austin, the 2015 target award under the 2015 Plan is 75% of annual base salary. For Mr. Aldous, Mr. O'Dowd and Ms. Lecouras, the 2015 target award under the 2015 Plan is 50% of annual base salary. The maximum payout under the 2015 Plan with respect to the foregoing named executive officers is 200% of the target, and any payout exceeding 100% of an individual's target will be paid in restricted stock which will vest on the first anniversary of the date of grant.

The foregoing summary is qualified in its entirety by reference to the 2015 Plan, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Equity Awards to Named Executive Officers

On March 6, 2015, the Compensation Committee granted a combination of performance-based vesting restricted shares ("Performance Restricted Shares") and time-based vesting restricted shares ("Time-Based Restricted Shares") to each of Mr. Austin, Mr. Aldous, Mr. O'Dowd and Ms. Lecouras, pursuant to the 2011 Omnibus Plan.

The Performance Restricted Shares vest in equal one-fourth increments if the Company achieves certain levels of adjusted earnings per share (the "Performance Criteria") for fiscal 2015 (the "Performance Period"), with the first one-fourth of the forfeiture restrictions lapsing on the date (the "Initial Vesting Date") the Compensation Committee certifies that the Company achieved the Performance Criteria in accordance with the terms of the holder's Performance Restricted Share Award Agreement, with the remaining three-fourths of the forfeiture restrictions lapsing equally on the first through third anniversary dates of the Initial Vesting Date. If the holder of Performance Restricted Shares terminates service as an employee of the Company for any reason, all Performance Restricted Shares not yet vested will be forfeited, unless such termination is the result of death or Disability (as defined in the 2011 Omnibus Plan), in which case all the unvested Performance Restricted Shares will immediately vest. In the event of a Change in Control (as defined in the 2011 Omnibus Plan) of the Company during the Performance Period, the Compensation Committee shall partially vest the Performance Restricted Shares based on time elapsed and the Company's actual performance through the date of the consummation of the Change in Control. In the event of a Change in Control following the Performance Period, all of the Performance Restricted Shares earned shall vest and be paid out as of the consummation of the Change in Control.

The Compensation Committee granted each of Mr. Austin, Mr. Aldous, Mr. O'Dowd and Ms. Lecouras 3,348 Performance Restricted Shares. Mr. Pappas was not awarded any Performance Restricted Shares.

The Time-Based Restricted Shares vest in equal one-fourth increments as of the first through fourth anniversary dates of the grant date. If the holder of Time-Based Restricted Shares terminates service as an employee of the Company for any reason, all Time-Based Restricted Shares not yet vested will be forfeited, unless such termination is the result of death or Disability (as defined in the 2011 Omnibus Plan), in which case all the unvested Time-Based Restricted Shares will immediately vest. In the event of a Change in Control (as defined in the 2011 Omnibus Plan) of the Company, the restrictions on all unvested Time-Based Restricted Shares will lapse immediately prior to the Change in Control; provided, that if the awards granting the Time-Based Restricted Shares are assumed in the Change in Control transaction under the terms set forth in the 2011 Omnibus Plan, the Restricted Period (as defined in the time-based restricted share award agreement) shall run according to the schedule set forth in the time-based restricted share award agreement, except that in the event of the termination of employment of the holder of the Time-Based Restricted Shares within one year following the Change in Control, if the holder's employment with the Company (or its successor) is terminated by (A) the holder for Good Reason (as defined in the 2011 Omnibus Plan), or (B) the Company for any reason other than for Cause (as defined in the 2011 Omnibus Plan), then the Restricted Period shall terminate with respect to 100% of the Time-Based Restricted Shares.

The Compensation Committee granted each of Mr. Austin, Mr. Aldous, Mr. O'Dowd and Ms. Lecouras 1,435 Time-Based Restricted Shares. Mr. Pappas was not awarded any Time-Based Restricted Shares.

The foregoing summary of the material terms of the Performance Restricted Shares and Time-Based Restricted Shares is qualified in its entirety by reference to (i) the Form of Performance Restricted Share Award Agreement (Officers and Employees) filed herewith as Exhibit 10.2 and (ii) the Form of Restricted Share Award Agreement (Officers and Employees) filed herewith as Exhibit 10.3, each of which is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.* The following exhibits are being filed herewith to this Current Report on Form 8-K.

Exhibit No.	Description
10.1	The Chefs' Warehouse, Inc. 2015 Cash Incentive Plan
10.2	Form of Performance Restricted Share Award Agreement (Officers and Employees)
10.3	Form of Restricted Share Award Agreement (Officers and Employees)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous

Name: Alexandros Aldous

Title: General Counsel

Date: March 11, 2015

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>The Chefs' Warehouse, Inc. 2015 Cash Incentive Plan</u>
10.2	<u>Form of Performance Restricted Share Award Agreement (Officers and Employees)</u>
10.3	<u>Form of Restricted Share Award Agreement (Officers and Employees)</u>

**THE CHEFS' WAREHOUSE, INC.
2015 CASH INCENTIVE PLAN**

1. **Purpose of the Plan.**

The purpose of the Plan is to advance the interests of the Company and its stockholders by providing incentives in the form of cash incentive awards to certain employees of the Company and its Subsidiaries. The Plan is intended to enable the Company to attract and retain talented employees and to motivate such employees to manage and grow the Company's business and to attain the performance goals articulated under the Plan. This Plan shall be administered pursuant to The Chefs' Warehouse, Inc. 2011 Omnibus Equity Incentive Plan (the "2011 Incentive Plan"). Awards hereunder shall be "Performance Awards" as defined in Section 8 of the 2011 Incentive Plan. It is the intention of the Company that all Awards hereunder to Covered Officers shall qualify for the "performance-based exception" to the deduction limitation imposed by Section 162(m) of the Code. All provisions hereof shall be interpreted accordingly. Capitalized terms not otherwise defined herein shall have the meaning set forth in the 2011 Incentive Plan.

2. **Definitions.**

The following capitalized terms used in the Plan have the respective meanings set forth in this Section:

- (a) "Award" means a cash-based incentive award granted pursuant to the Plan.
- (b) "Board" means the Board of Directors of the Company.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.
- (d) "Committee" means the Compensation Committee of the Board, or any successor thereto or any other committee designated by the Board to assume the obligations of the Committee hereunder.
- (e) "Company" means The Chefs' Warehouse, Inc., a Delaware corporation, and its Subsidiaries.
- (f) "Participant" means an employee of the Company or any of its Subsidiaries who is selected by the Committee to participate in the Plan pursuant to Section 4 of the Plan.
- (g) "Performance Period" means the Company's 2015 fiscal year and/or any portion thereof or longer period designated by the Committee.
- (h) "Plan" means The Chefs' Warehouse, Inc. 2015 Cash Incentive Plan.
- (i) "Subsidiary" means a direct or indirect wholly-owned subsidiary of the Company.

3. **Administration.**

The Plan shall be administered by the Committee. The Committee shall have the authority to select the employees to be granted Awards under the Plan, to determine the size and terms of an Award (subject to the limitations imposed on Awards in Section 5 below), to modify the terms of any Award that has been granted (including to modify the performance goals applicable to a particular Award, including as a result of a shift in focus or industry standards or to take into account acquisitions and divestitures), to determine the time when Awards will be made, the amount of any payments pursuant to such Awards, and the Performance Period to which they relate, to establish performance goals in respect of such Performance Periods and to determine whether such performance goals were attained. The Committee is authorized to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. Any decision of the Committee in the interpretation and administration of the Plan, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned. Determinations made by the Committee under the Plan need not be uniform and may be made selectively among Participants, whether or not such Participants are similarly situated. The Committee shall have the right to deduct from any payment made under the Plan any federal, state, local or foreign income or other taxes required by law to be withheld with respect to such payment. The Committee may delegate to one or more employees of the Company or any of its Subsidiaries, including, but not limited to the Company's Chief Executive Officer, the authority to take actions on its behalf pursuant to the Plan; provided, however, that only the Committee may determine Awards to executive officers.

4. **Eligibility and Participation.**

The Committee shall determine the executive officers and, upon the recommendation of the Chief Executive Officer, such other persons who shall be Participants for any Performance Period. Participants shall be selected from among the full-time, salaried employees of the Company and any of its Subsidiaries. The designation of Participants may be made individually or by groups or classifications of employees, as the Committee deems appropriate.

5. **Awards.**

(a) **Determination of Target Cash Incentive Awards and Participants.** At any time ending on or before the 90th calendar day during each Performance Period, the Committee shall designate all Participants and their target cash incentive awards for such Performance Period, and establish one or more performance goals.

(b) **Performance Goals.** Awards under the Plan shall be conditioned on the attainment of written performance goals which may be corporate and/or individual goals and which shall be consistent with those performance goals set forth in Section 11.2 of the 2011 Incentive Plan. Performance goals may be recommended by the Chief Executive Officer (other than with respect to his Award) and determined and approved by the Board or the Committee for any Performance Periods. The Committee shall determine whether and to what extent each performance goal has been met. In determining whether and to what extent a performance goal has been met, the Committee shall consider the recommendation of the Chief Executive Officer (other than with respect to his Award) and may consider such other matters as the Committee deems appropriate.

(c) **Weighting of Goals.** The percentage of any Award payable pursuant to the Plan shall be based on the weights assigned to the applicable performance goal by the Committee.

(d) **Target Cash Incentive Awards.** The Committee shall determine and specify a target cash incentive award to be payable pursuant to an Award for each Participant.

(e) **Amount Payable.** The amount payable pursuant to an Award shall be determined by the Committee in its sole discretion based on the applicable target cash incentive award, the prescribed weighting of the performance goals, and the Committee's determination of whether and to what extent each applicable performance goal has been met.

(f) **Performance Target Adjustment.** The Committee shall adjust the performance target for the year to exclude losses or expenses related to any of the following events that occur during the Performance Period: (i) asset write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals and costs for reorganizations, business acquisitions, and restructuring programs, including legal, due diligence and integration costs as well as transaction bonuses, (v) stock compensation expense, (vi) duplicate occupancy and facility consolidation costs (vii) any extraordinary non-recurring items as described in Accounting Principles Board Opinion No. 30 and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to stockholders for the applicable year, and (viii) the effect of adverse federal, governmental or regulatory action, or delays in federal, governmental or regulatory action; provided, that the Committee may then exercise its negative discretion to exclude items of income or gain or include appropriate items of loss or expense in determining the final performance target on which the Awards will be paid.

(g) Payment. As soon as practicable following the close of the Performance Period, the Committee shall certify whether the performance targets have been achieved (within the meaning of Section 162(m) of the Code), and the amount of the Award so certified by the Committee shall be paid to the Participant on a date selected by the Company as soon thereafter as practicable but in no event later than the fifteenth day of the third month following the close of the Performance Period.

(h) Prorated Payment. Participants in the Plan hired after December 27, 2014 will, in the Committee's discretion, be eligible for a prorated payout based on full months of participation at the end of the Performance Period if the performance goals applicable to such Participant are achieved.

(i) Termination of Employment. Any Participant whose employment is terminated for any reason (e.g., voluntary separation or termination due to misconduct) prior to the payout of Awards under the Plan will not be eligible for distribution of Awards under the Plan.

6. **Amendments or Termination**.

The Committee has the right to amend or terminate this Plan in any manner it may deem appropriate in its discretion at any time, including, but not limited to, the ability to include or exclude any employee or group of employees from participation in the Plan, modify the award tiers or percentages or modify or waive performance goals; provided, however, that, in the case of any change to the performance goals, any such change shall be communicated to Participants within 45 days of the effective date of such change; provided further, that, in the case of termination, any earned Awards under the Plan shall be paid to Participants on a prorated basis on the date of termination of the Plan. Furthermore, this Plan does not, nor should any Participant imply that it shall, create a contractual relationship or rights between the Plan, the Company or any Subsidiary thereof or any employee of the Company or any such Subsidiary.

7. **No Right to Employment**.

Neither the Plan nor any action taken hereunder shall be construed as giving any Participant or other person any right to continue to be employed by or perform services for the Company or any Subsidiary, and the right to terminate the employment of or performance of services by any Participant at any time and for any reason is specifically reserved to the Company and its Subsidiaries.

8. **Nontransferability of Awards**.

An Award shall not be transferable or assignable by the Participant other than by will or by the laws of descent and distribution.

9. **Offset of Awards**.

Notwithstanding anything to the contrary herein, the Committee, in its sole discretion, may reduce any amounts otherwise payable to any Participant hereunder in order to satisfy any liabilities owed to the Company or any of its Subsidiaries by the Participant. Notwithstanding the foregoing, to the extent Section 409A of the Code is applicable to any Awards under the Plan, such offset shall only be permitted and made in an amount up to that which is permitted under Section 409A of the Code.

10. **Adjustments Upon Certain Events**.

In the event of any material change in the business assets, liabilities or prospects of the Company, any division or any Subsidiary, the Committee in its sole discretion and without liability to any person may make such adjustment, if any, as it deems to be equitable as to any affected terms of outstanding Awards.

11. **Recoupment of Award.**

Each Participant agrees that, if the Company shall so request, such Participant shall return to the Company all or a portion of any Awards paid to such Participant pursuant to the Plan based upon financial information or performance metrics later found to be materially inaccurate. The amount to be recovered shall be equal to the excess amount paid out over the amount that would have been paid out had such financial information or performance metric been fairly stated at the time the payout was made.

12. **No Limit on Other Compensation Arrangements.**

Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

13. **Miscellaneous Provisions.**

The Company is the sponsor and legal obligor under the Plan and shall make all payments hereunder, other than any payments to be made by any of the Subsidiaries (in which case payment shall be made by such Subsidiary, as appropriate). The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to ensure the payment of any amounts under the Plan, and the Participants' rights to the payment hereunder shall be no greater than the rights of the Company's (or Subsidiary's) unsecured creditors. All expenses involved in administering the Plan shall be borne by the Company.

14. **Choice of Law.**

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware.

15. **Effectiveness of the Plan.**

The Plan shall be effective as of the date of its adoption by the Committee.

THE CHEFS' WAREHOUSE, INC.
PERFORMANCE RESTRICTED SHARE AWARD AGREEMENT
(Officers and Employees)

THIS PERFORMANCE RESTRICTED SHARE AWARD AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, ___ (the "Grant Date"), between The Chefs' Warehouse, Inc., a Delaware corporation (together with its Subsidiaries, the "Company"), and _____ (the "Grantee"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in The Chefs' Warehouse, Inc. 2011 Omnibus Equity Incentive Plan (the "Plan").

WHEREAS, the Company has adopted the Plan, which permits the issuance of restricted shares of the Company's common stock, par value \$0.01 per share (the "Common Stock") as a Performance Award under the Plan; and

WHEREAS, pursuant to the Plan, the Committee responsible for administering the Plan has granted a Performance Award of restricted shares to the Grantee as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Performance Shares.

(a) The Company hereby grants to the Grantee an award (the "Award") of _____ shares of Common Stock of the Company (the "Shares" or "Performance Shares") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) The Grantee's rights with respect to the Award shall remain forfeitable at all times prior to the dates on which the Performance Shares shall vest in accordance with Sections 2 and 3 hereof.

(c) For purposes of this Agreement, the term "Performance Period" shall mean the period ending on _____, ____.

2. Terms and Rights as a Stockholder.

(a) Except as provided herein and subject to such other exceptions as may be determined by the Committee in its discretion, the number of Performance Shares subject to this Award that shall be eligible to vest with respect to the Performance Period shall be determined pursuant to the performance criteria set forth on Exhibit A hereto. The Committee shall certify, which certification may be reflected in the minutes of a meeting of the Committee, whether the Company's performance meets the performance criteria set forth on Exhibit A for the Performance Period. The date on which the Committee certifies the number of Performance Shares earned by the Grantee hereunder shall be the "Initial Vesting Date". The number of Performance Shares originally subject to this Award that do not vest, if any, in accordance with this Section 2(a), shall be forfeited immediately by the Grantee upon the determination of the Committee that the necessary performance criteria have not been met.

(b) Except as otherwise provided herein, the Performance Shares earned in accordance with Section 2(a), shall vest and settle in the percentages and will be delivered on the dates set forth below (each such date a “Vesting Date”):

<u>Percentage of Restricted Shares</u>	<u>Vesting Date</u>
--	---------------------

(c) The Grantee shall have all rights of a stockholder with respect to the Performance Shares, including the right to receive dividends and the right to vote such Performance Shares, subject to the following restrictions:

(i) the Grantee shall not be entitled to the removal of the restricted legends or restricted account notices or to delivery of the stock certificate (if any) for any Shares until the Vesting Date applicable to the Performance Shares shall have occurred pursuant to the terms of Section 2(b) of this Agreement and the fulfillment of any other restrictive conditions set forth herein;

(ii) none of the Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of until the Committee has determined that such Shares shall have vested pursuant to the terms of Section 2(b) of this Agreement and until the fulfillment of any other restrictive conditions set forth herein;

(iii) except as otherwise provided herein or determined by the Committee at or after the grant of the Award hereunder, unless the Grantee remains in the continuous employment (or other service-providing capacity) of the Company through the Vesting Date applicable to a portion of the Performance Shares, the Performance Shares that have not vested as of such Vesting Date shall be forfeited, and all rights of the Grantee to such Shares shall terminate, without further obligation on the part of the Company, as of the effective date of Grantee’s termination of employment; and

(iv) any dividends otherwise payable on Performance Shares shall not be paid to the Grantee at the time such dividends are paid to the holders of Common Stock generally, but shall be paid to Grantee within fifteen days of the Vesting Date applicable to such Performance Shares having occurred; provided, that any dividends otherwise payable with respect to Performance Shares that are forfeited pursuant to Section 2(a) or Section 2(b) shall not be paid.

(d) Notwithstanding the foregoing, the Performance Shares awarded hereunder shall automatically vest (provided, that such Shares have not previously been forfeited) upon the termination of the Grantee's employment from the Company which results from the Grantee's death or Disability.

(e) In the event of a Change in Control during the Performance Period, the Committee shall partially vest the Performance Shares based on time elapsed and the Company's actual performance through the date of the consummation of the Change in Control. In the event of a Change in Control following the Performance Period, all of the Performance Shares earned under Section 2(a) shall vest and be paid out as of the consummation of the Change in Control.

Any shares of Common Stock, any other securities of the Company and any other property (except for cash dividends) distributed with respect to the Shares shall be subject to the same restrictions, terms and conditions as such Shares.

3. Termination of Restrictions. As soon as practicable following the end of the Performance Period, the Committee shall determine the extent to which the Performance Shares with respect to the Performance Period shall vest applying the criteria set forth in Exhibit A. Effective as of the end of the Performance Period and upon the Committee's determination of whether and to what extent the applicable performance criteria set forth in Exhibit A have been met, and provided that all vesting conditions set forth in Section 2(b) and other restrictive conditions set forth herein have been met, all restrictions set forth in this Agreement or in the Plan relating to such portion or all, as applicable, of the Performance Shares that the Committee determines shall vest shall lapse as to such portion of the Performance Shares as of the applicable Vesting Dates as set forth above, and a stock certificate for the appropriate number of shares of Common Stock, free of the restrictions and restrictive stock legend, shall, upon request, be delivered to the Grantee or Grantee's beneficiary or estate, as the case may be, pursuant to the terms of this Agreement (or, in the case of book-entry shares, such restrictions and restricted stock legend shall be removed from the confirmation and account statements delivered to the Grantee in book-entry form).

4. Delivery of Shares.

(a) As of the date hereof, certificates representing the Shares may be registered in the name of the Grantee and held by the Company or transferred to a custodian appointed by the Company for the account of the Grantee subject to the terms and conditions of the Plan and shall remain in the custody of the Company or such custodian until their delivery to the Grantee or Grantee's beneficiary or estate as set forth in Sections 4(b) and (c) hereof or their forfeiture or reversion to the Company as set forth in Section 2(a) or Section 2(b) hereof. The Committee may, in its discretion, provide that the Grantee's ownership of Shares prior to the lapse of any transfer restrictions or any other applicable restrictions shall, in lieu of such certificates, be evidenced by a "book entry" (i.e., a computerized or manual entry) in the records of the Company or its designated agent in accordance with and subject to the applicable provisions of the Plan.

(b) If certificates shall have been issued as permitted in Section 4(a) above, certificates representing Shares that shall vest pursuant to this Agreement shall be delivered to the Grantee upon request following the date on which the vesting has been determined.

(c) If certificates shall have been issued as permitted in Section 4(a) above, certificates representing Shares that vest upon the Grantee's death shall be delivered to the executors or administrators of the Grantee's estate as soon as practicable following the receipt of proof of the Grantee's death satisfactory to the Company.

(d) Any certificate representing Shares shall bear (and confirmation and account statements sent to the Grantee with respect to book-entry Shares may bear) a legend in substantially the following form or substance:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND UNDER APPLICABLE BLUE SKY LAW OR UNLESS SUCH SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION IS EXEMPT FROM REGISTRATION THEREUNDER.

THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE AND RESTRICTIONS AGAINST TRANSFER) CONTAINED IN THE CHEFS' WAREHOUSE, INC. 2011 OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN") AND THE PERFORMANCE RESTRICTED SHARE AWARD AGREEMENT (THE "AGREEMENT") BETWEEN THE OWNER OF THE RESTRICTED SHARES REPRESENTED HEREBY AND THE CHEFS' WAREHOUSE, INC. (THE "COMPANY"). THE RELEASE OF SUCH SHARES FROM SUCH TERMS AND CONDITIONS SHALL BE MADE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE PLAN AND THE AGREEMENT AND ALL OTHER APPLICABLE POLICIES AND PROCEDURES OF THE COMPANY, COPIES OF WHICH ARE ON FILE AT THE COMPANY.

5. Effect of Lapse of Restrictions. To the extent that any Performance Shares vest hereunder, the Grantee may receive, hold, sell or otherwise dispose of such Performance Shares free and clear of the restrictions imposed under the Plan and this Agreement upon compliance with applicable legal requirements.

6. No Right to Continued Employment. This Agreement shall not be construed as giving the Grantee the right to be retained in the employ of the Company, and subject to any other written contractual arrangement between the Company and the Grantee, the Company may at any time dismiss the Grantee from employment, free from any liability or any claim under the Plan.

7. Adjustments. The Committee may make equitable and proportionate adjustments in the terms and conditions of, and the criteria (including any performance criteria set forth on Exhibit A) included in, this Award in recognition of unusual or nonrecurring events (and shall make adjustments for the events described in Section 4.2 of the Plan) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations, or accounting principles in accordance with the Plan whenever the Committee determines that such events affect the Shares. Any such adjustments shall be effected in a manner that precludes the material enlargement of rights and benefits under this Award.

8. Amendment to Award. Subject to the restrictions contained in the Plan, the Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate the Award, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of the Grantee or any holder or beneficiary of the Award shall not to that extent be effective without the consent of the Grantee, holder or beneficiary affected.

9. Withholding of Taxes. If the Grantee makes an election under Section 83(b) of the Code with respect to the Award, the Award made pursuant to this Agreement shall be conditioned upon the prompt payment to the Company of any applicable withholding obligations or withholding taxes by the Grantee ("Withholding Taxes"). Failure by the Grantee to pay such Withholding Taxes will render this Agreement and the Award granted hereunder null and void *ab initio* and the Shares granted hereunder will be immediately cancelled. If the Grantee does not make an election under Section 83(b) of the Code with respect to the Award, upon the vesting of any Shares hereunder (or property distributed with respect thereto), the Company may satisfy the required Withholding Taxes as set forth by Internal Revenue Service guidelines for the employer's minimum statutory withholding with respect to the Grantee and issue vested shares to the Grantee without restriction. The Company may satisfy the required Withholding Taxes by withholding from the Shares included in the Award that number of whole shares necessary to satisfy such taxes as of the date the restrictions lapse with respect to such Shares based on the Fair Market Value of the Shares, or by requiring the Grantee to remit to the Company the proper Withholding Taxes in cash.

10. Plan Governs. The Grantee hereby acknowledges receipt of a copy of (or electronic link to) the Plan and agrees to be bound by all the terms and provisions thereof. The terms of this Agreement are governed by the terms of the Plan, and in the case of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

11. Severability. If any provision of this Agreement is, or becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or the Award, or would disqualify the Plan or Award under any laws deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and Award shall remain in full force and effect.

12. Notices. All notices required to be given under this Award shall be deemed to be received if delivered or mailed as provided for herein, to the parties at the following addresses, or to such other address as either party may provide in writing from time to time.

To the Company: The Chefs' Warehouse, Inc.
 100 East Ridge Road
 Ridgefield, Connecticut 06877
 Attn: Corporate Secretary

To the Grantee: The address then maintained with respect to the Grantee in the Company's records.

13. Governing Law. The validity, construction and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

14. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Grantee's legal representatives. All obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be binding upon the Grantee's heirs, executors, administrators and successors.

15. Resolution of Disputes. Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties have caused this Restricted Share Award Agreement to be duly executed effective as of the day and year first above written.

THE CHEFS' WAREHOUSE, INC.

By: _____

GRANTEE:

EXHIBIT A

Performance Criteria

THE CHEFS' WAREHOUSE, INC.
RESTRICTED SHARE AWARD AGREEMENT
(Officers and Employees)

THIS RESTRICTED SHARE AWARD AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, ____ (the "Grant Date"), between The Chefs' Warehouse, Inc., a Delaware corporation (together with its Subsidiaries, the "Company"), and _____ (the "Grantee"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in The Chefs' Warehouse, Inc. 2011 Omnibus Equity Incentive Plan (the "Plan").

WHEREAS, the Company has adopted the Plan, which permits the issuance of restricted shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"); and

WHEREAS, pursuant to the Plan, the Committee responsible for administering the Plan has granted an award of restricted shares to the Grantee as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Restricted Shares.

(a) The Company hereby grants to the Grantee an award (the "Award") of _____ shares of Common Stock of the Company (the "Shares" or the "Restricted Shares") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) The Grantee's rights with respect to the Award shall remain forfeitable at all times prior to the dates on which the restrictions shall lapse in accordance with Sections 2 and 3 hereof.

2. Terms and Rights as a Stockholder.

(a) Except as otherwise provided herein and subject to such other exceptions as may be determined by the Committee in its discretion, the "Restricted Period" shall expire with respect to the following percentages of the Restricted Shares granted herein as set forth below:

Percentage of Restricted Shares

Date

_____, ____
_____, ____
_____, ____
_____, ____

(b) The Grantee shall have all rights of a stockholder with respect to the Restricted Shares, including the right to receive dividends and the right to vote such Shares, subject to the following restrictions:

(i) the Grantee shall not be entitled to the removal of the restricted legends or restricted account notices or to delivery of the stock certificate (if any) for any Shares until the expiration of the Restricted Period as to such Shares and the fulfillment of any other restrictive conditions set forth herein;

(ii) none of the Restricted Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of during the Restricted Period as to such Shares and until the fulfillment of any other restrictive conditions set forth herein; and

(iii) except as otherwise determined by the Committee at or after the grant of the Award hereunder, any Restricted Shares as to which the applicable "Restricted Period" has not expired (or other restrictive conditions have not been met) shall be forfeited, and all rights of the Grantee to such Shares shall terminate, without further obligation on the part of the Company, unless the Grantee remains in the continuous employment (or other service-providing capacity) of the Company for the entire Restricted Period applicable to such Shares.

(c) Notwithstanding the foregoing, the Restricted Period shall automatically terminate as to all Restricted Shares awarded hereunder (as to which such Restricted Period has not previously terminated) in the following circumstances:

(i) upon the termination of the Grantee's employment from the Company which results from the Grantee's death or Disability;

(ii) immediately prior to a Change in Control; provided, that if this Award is assumed in the Change in Control transaction under the terms set forth in Section 13.3 of the Plan, the Restricted Period shall run according to the schedule set forth in Section 2(a) hereof except that in the event of the termination of the Grantee's employment within one year following the Change in Control, if the Grantee's employment with the Company (or its successor) is terminated by (A) the Grantee for Good Reason, or (B) the Company for any reason other than for Cause, the Restricted Period shall terminate with respect to 100% of the Shares.

Any Shares, any other securities of the Company and any other property (except for cash dividends) distributed with respect to the Restricted Shares shall be subject to the same restrictions, terms and conditions as such Restricted Shares.

3. Termination of Restrictions. Following the termination of the Restricted Period, and provided that all other restrictive conditions set forth herein have been met, all restrictions set forth in this Agreement or in the Plan relating to such portion or all, as applicable, of the Restricted Shares shall lapse as to such portion or all, as applicable, of the Restricted Shares, and a stock certificate for the appropriate number of Shares, free of the restrictions and restrictive stock legend, shall, upon request, be delivered to the Grantee or Grantee's beneficiary or estate, as the case may be, pursuant to the terms of this Agreement (or, in the case of book-entry Shares, such restrictions and restrictive stock legend shall be removed from the confirmation and account statements delivered to the Grantee in book-entry form).

4. Delivery of Shares.

(a) As of the date hereof, certificates representing the Restricted Shares may be registered in the name of the Grantee and held by the Company or transferred to a custodian appointed by the Company for the account of the Grantee subject to the terms and conditions of the Plan and shall remain in the custody of the Company or such custodian until their delivery to the Grantee or Grantee's beneficiary or estate as set forth in Sections 4(b) and (c) hereof or their forfeiture or reversion to the Company as set forth in Section 2(b) hereof. The Committee may, in its discretion, provide that the Grantee's ownership of Restricted Shares prior to the lapse of any transfer restrictions or any other applicable restrictions shall, in lieu of such certificates, be evidenced by a "book entry" (i.e., a computerized or manual entry) in the records of the Company or its designated agent in accordance with and subject to the applicable provisions of the Plan.

(b) If certificates shall have been issued as permitted in Section 4(a) above, certificates representing Restricted Shares in respect of which the Restricted Period has lapsed pursuant to this Agreement shall be delivered to the Grantee upon request following the date on which the restrictions on such Restricted Shares lapse.

(c) If certificates shall have been issued as permitted in Section 4(a) above, certificates representing Restricted Shares in respect of which the Restricted Period lapsed upon the Grantee's death shall be delivered to the executors or administrators of the Grantee's estate as soon as practicable following the receipt of proof of the Grantee's death satisfactory to the Company.

(d) Any certificate representing Restricted Shares shall bear (and confirmation and account statements sent to the Grantee with respect to book-entry Shares may bear) a legend in substantially the following form or substance:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND UNDER APPLICABLE BLUE SKY LAW OR UNLESS SUCH SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION IS EXEMPT FROM REGISTRATION THEREUNDER.

THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE AND RESTRICTIONS AGAINST TRANSFER) CONTAINED IN THE CHEFS' WAREHOUSE, INC. 2011 OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN") AND THE RESTRICTED SHARE AWARD AGREEMENT (THE "AGREEMENT") BETWEEN THE OWNER OF THE RESTRICTED SHARES REPRESENTED HEREBY AND THE CHEFS' WAREHOUSE, INC. (THE "COMPANY"). THE RELEASE OF SUCH SHARES FROM SUCH TERMS AND CONDITIONS SHALL BE MADE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE PLAN AND THE AGREEMENT AND ALL OTHER APPLICABLE POLICIES AND PROCEDURES OF THE COMPANY, COPIES OF WHICH ARE ON FILE AT THE COMPANY.

5. Effect of Lapse of Restrictions. To the extent that the Restricted Period applicable to any Restricted Shares shall have lapsed, the Grantee may receive, hold, sell or otherwise dispose of such Shares free and clear of the restrictions imposed under the Plan and this Agreement upon compliance with applicable legal requirements.

6. No Right to Continued Employment. This Agreement shall not be construed as giving the Grantee the right to be retained in the employ of the Company, and subject to any other written contractual arrangement between the Company and the Grantee, the Company may at any time dismiss the Grantee from employment, free from any liability or any claim under the Plan.

7. Adjustments. The Committee may make equitable and proportionate adjustments in the terms and conditions of, and the criteria included in, this Award in recognition of unusual or nonrecurring events (and shall make adjustments for the events described in Section 4.2 of the Plan) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations, or accounting principles in accordance with the Plan whenever the Committee determines that such events affect the Shares. Any such adjustments shall be effected in a manner that precludes the material enlargement of rights and benefits under this Award.

8. Amendment to Award. Subject to the restrictions contained in the Plan, the Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate the Award, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of the Grantee or any holder or beneficiary of the Award shall not to that extent be effective without the consent of the Grantee, holder or beneficiary affected.

9. Withholding of Taxes. If the Grantee makes an election under Section 83(b) of the Code with respect to the Award, the Award made pursuant to this Agreement shall be conditioned upon the prompt payment to the Company of any applicable withholding obligations or withholding taxes by the Grantee ("Withholding Taxes"). Failure by the Grantee to pay such Withholding Taxes will render this Agreement and the Award granted hereunder null and void *ab initio* and the Restricted Shares granted hereunder will be immediately cancelled. If the Grantee does not make an election under Section 83(b) of the Code with respect to the Award, upon the lapse of the Restricted Period with respect to any portion of Restricted Shares (or property distributed with respect thereto), the Company may satisfy the required Withholding Taxes as set forth by Internal Revenue Service guidelines for the employer's minimum statutory withholding with respect to the Grantee and issue vested shares to the Grantee without restriction. The Company may satisfy the required Withholding Taxes by withholding from the Shares included in the Award that number of whole shares necessary to satisfy such taxes as of the date the restrictions lapse with respect to such Shares based on the Fair Market Value of the Shares, or by requiring the Grantee to remit to the Company the proper Withholding Taxes in cash.

10. Plan Governs. The Grantee hereby acknowledges receipt of a copy of (or electronic link to) the Plan and agrees to be bound by all the terms and provisions thereof. The terms of this Agreement are governed by the terms of the Plan, and in the case of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern.

11. Severability. If any provision of this Agreement is, or becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or the Award, or would disqualify the Plan or Award under any laws deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and Award shall remain in full force and effect.

12. Notices. All notices required to be given under this Award shall be deemed to be received if delivered or mailed as provided for herein, to the parties at the following addresses, or to such other address as either party may provide in writing from time to time.

To the Company: The Chefs' Warehouse, Inc.
 100 East Ridge Road
 Ridgefield, CT 06877
 Attn: Corporate Secretary

To the Grantee: The address then maintained with respect to the Grantee in the Company's records.

13. Governing Law. The validity, construction and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

14. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Grantee's legal representatives. All obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be binding upon the Grantee's heirs, executors, administrators and successors.

15. Resolution of Disputes. Any dispute or disagreement which may arise under, or as a result of, or in any way related to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

IN WITNESS WHEREOF, the parties have caused this Restricted Share Award Agreement to be duly executed effective as of the day and year first above written.

THE CHEFS' WAREHOUSE, INC.

By: _____

GRANTEE:
