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): April 6, 2015

THE CHEFS' WAREHOUSE, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	001-35249	20-3031526
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement

On April 6, 2015, Dairyland USA Corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC ("CW Mid-Atlantic"), Bel Canto Foods, LLC ("Bel Canto"), The Chefs' Warehouse West Coast, LLC ("CW West Coast") and The Chefs' Warehouse of Florida, LLC ("CW Florida", and together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Issuers"), all of which are subsidiaries of The Chefs' Warehouse, Inc. (the "Company"), issued $25,000,000 principal amount of 5.80% Series B Guaranteed Senior Secured Notes due 2020 (the "Notes"). The Notes are guaranteed by the Company, Chefs' Warehouse Parent, LLC ("CW Parent"), The Chefs' Warehouse Midwest, LLC ("CW Midwest"), Michael's Finer Meats Holdings, LLC ("Michael's Holdings"), Michael's Finer Meats, LLC ("Michael's"), The Chefs' Warehouse Pastry Division, Inc. ("CW Pastry"), QZ Acquisition (USA), Inc. ("QZ USA"), Qzina Specialty Foods North America (USA), Inc. ("Qzina USA"), Qzina Specialty Foods, Inc. ("Qzina Washington"), Qzina Specialty Foods, Inc. ("Qzina Florida"), Qzina Specialty Foods (Ambassador), Inc. ("Qzina Ambassador"), CW LV Real Estate LLC ("CW Real Estate"), Allen Brothers 1893, LLC ("Allen Brothers") and The Great Steakhouse Steaks, LLC ("Great Steakhouse", and together with the Company, CW Parent, CW Midwest, Michael's Holdings, Michael's, CW Pastry, QZ USA, Qzina USA, Qzina Washington, Qzina Florida, Qzina Ambassador and Allen Brothers, the "Guarantors"). The net proceeds from the issuance of the Notes were used to consummate the Acquisition (as defined below) and the Merger (as defined below) and for the payment of costs, fees and expenses related thereto.

The Notes, which rank pari passu with the Issuers' and Guarantors' obligations under the Company's senior secured credit facilities, were issued to The Prudential Insurance Company of America and certain of its affiliates (collectively, the "Prudential Entities") pursuant to a Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement dated as of April 6, 2015 (the "Supplemental NPA") among the Issuers, the Guarantors and the Prudential Entities, supplementing and amending that certain Note Purchase and Guarantee Agreement dated as of April 17, 2013 (as amended by Amendment No. 1 to Note Purchase and Guarantee Agreement dated as of July 23, 2014, Amendment No. 2 to Note Purchase and Guarantee Agreement dated as of November 4, 2014, Amendment No. 3 to Note Purchase and Guarantee Agreement dated as of December 3, 2014, and Amendment No. 4 to Note Purchase and Guarantee Agreement dated as of January 9, 2015, the "Note Purchase and Guarantee Agreement").

The entire unpaid principal amount of each Note must be repaid on October 17, 2020. Moreover, the Issuers may prepay the Notes in amounts not less than $1,000,000 at 100% of the principal amount of the Notes repaid plus the applicable Make-Whole Amount (as defined in the Note Purchase and Guarantee Agreement).

The Supplemental NPA contains affirmative and negative covenants (including, but not limited to, financial covenants and repayment requirements upon the occurrence of certain events) and events of default that are substantially consistent with the corresponding provisions in the Amended and Restated Credit Agreement, dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as amended by Amendment No. 1 to Amended and Restated Credit Agreement dated as of July 23, 2014, Amendment No. 2 to Amended and Restated Credit Agreement dated as of November 4, 2014, Amendment No. 3 to Amended and Restated Credit Agreement dated as of December 3, 2014, Amendment No. 4 to Amended and Restated Credit Agreement dated as of January 9, 2015 and Amendment No. 5 to Amended and Restated Credit Agreement dated as of April 6, 2015 ("Amendment No. 5"), the "Amended and Restated Credit Agreement").

In connection with the Issuers' and Guarantors' entering into the Supplemental NPA, the Issuers and the Guarantors entered into Amendment No. 5 to permit, among other things, the issuance of the Notes.

The Notes were issued in a private offering exempt from registration under the Securities Act of 1933, as amended.

Additionally, each of Amendment No. 4 to the Amended and Restated Credit Agreement dated as of January 9, 2015 and Amendment No. 4 to the Note Purchase and Guarantee Agreement dated as of January 9, 2015, which were described in and filed as Exhibit 10.3 and Exhibit 10.4, respectively, to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on January 15, 2015, became effective upon the closing of the Acquisition and the Merger, as the effectiveness of such amendments was conditioned upon, among other things, the closing of the Acquisition and the Merger.

The foregoing summary of Amendment No. 5, the Supplemental NPA and the Notes does not purport to be a complete description of the parties' rights and obligations under Amendment No. 5, the Supplemental NPA and the Notes and is qualified in its entirety by reference to the complete text of Amendment No. 5, the Supplemental NPA and the form of Series B Note filed herewith as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and incorporated herein by reference.

Convertible Subordinated Notes

The description of the Convertible Subordinated Notes included in Item 2.01 below is incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On April 6, 2015, Del Monte Capitol Meat Company, LLC, a Delaware limited liability company and wholly-owned subsidiary ("Buyer") of the Company, completed its acquisition of substantially all of the assets of T.J. Foodservice Co., Inc., a California corporation ("Service"), and TJ Seafood, LLC, a California limited liability company ("Seafood," and together with Service, "Sellers"), pursuant to the terms of an Asset Purchase Agreement (the "Purchase Agreement") dated as of January 11, 2015, the execution of which was previously disclosed in a Current Report on Form 8-K filed by the Company on January 15, 2015 (the "Acquisition").

On April 6, 2015, Del Monte Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company ("Merger Sub," and together with Buyer, "Buyer Parties"), completed its acquisition of Del Monte Capitol Meat Co., a California corporation ("Target," and together with Sellers, the "Del Monte Entities"), pursuant to the terms of a Merger Agreement (the "Merger Agreement," and together with the Purchase Agreement, the "Agreements") dated as of January 11, 2015, the execution of which was previously disclosed in a Current Report on Form 8-K filed by the Company on January 15, 2015 (the "Merger").

The aggregate purchase price paid by the Buyer Parties at the closing of the Acquisition and Merger was approximately $185.1 million, including the impact of an initial net working capital adjustment which is subject to a post-closing working capital adjustment true up and confirmation of Sellers' and Target's adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"), as calculated based on Sellers' and Target's audited financial statements for the fiscal year ended December 27, 2014, as described in the Agreements and of which approximately $123.9 million was paid in cash through cash on hand, the proceeds from the issuance of the Notes and additional borrowings under the revolving portion of the Amended and Restated Credit Agreement. The remaining approximately $61.3 million consisted of (i) approximately 1.1 million shares of the Company's common stock (valued at $22.00 per share) and (ii) approximately $36.8 million in aggregate principal amounts of convertible subordinated notes with a six-year maturity bearing interest at 2.5% with a conversion price of $29.70 per share issued to the Sellers (the "Convertible Subordinated Notes"). Buyer may, in certain instances beginning one year following the closing, redeem the Convertible Subordinated Notes for cash or in shares of the Company's common stock. Moreover, Buyer may pay the outstanding principal amount due and owing under the Convertible Subordinated Notes at maturity in either cash or shares of the Company's common stock. The Convertible Subordinated Notes, which are subordinate to the Company's and its subsidiaries' senior debt, are convertible into shares of the Company's common stock by the Sellers at any time. The foregoing summary of the Convertible Subordinated Notes does not purport to be a complete description of the parties' rights and obligations under the Convertible Subordinated Notes and is qualified in its entirety by reference to the complete text of the Convertible Subordinated Notes filed herewith as Exhibit 10.4 and Exhibit 10.5 and incorporated herein by reference.

The Company will also pay additional contingent consideration, if earned, in the form of an earn-out amount which totals approximately $24.5 million (the "Earn-Out Amount") to Sellers, but payment of which is subject to certain conditions and the successful achievement of Adjusted EBITDA targets for the Del Monte Entities and improvements in certain operating metrics for the Company's protein business over the six years following the closing of the Acquisition, pursuant to the terms of an Earn-Out Agreement, dated April 6, 2015, by and among the Company, Buyer, Sellers, and John DeBenedetti, as the Sellers' Representative (the "Earn-Out Agreement"). The foregoing summary of the Earn-Out Agreement does not purport to be a complete description of the parties' rights and obligations under the Earn-Out Agreement and is qualified in its entirety by reference to the complete text of the Earn-Out Agreement filed herewith as Exhibit 2.1 and incorporated herein by reference.

The cash purchase price paid at closing, as adjusted, together with the issued shares of Company common stock, the Convertible Subordinated Notes and the Earn-Out Amount, is referred to herein as the "Purchase Price".

The Agreements contain customary representations and warranties and covenants from the Del Monte Entities, including representations and warranties about Sellers, Target and their business, assets, operations and liabilities. Pursuant to an Indemnification Agreement, dated April 6, 2015, by and among the Company, Buyer Parties, the Del Monte Entities and the Del Monte Entities' owners (the "Indemnification Agreement"), Buyer Parties, the Del Monte Entities and the Del Monte Entities' owners will be, subject to certain temporal and financial limitations, including a $700,000 tipping basket for indemnification claims arising out of breaches of representations and warranties, obligated to indemnify each other for, among other things, losses resulting from breaches or misrepresentations under the Agreements, failure to perform covenants contained in the Agreements, including the failure to pay the excluded and assumed liabilities of the Sellers. Buyer is also entitled, in certain circumstances, to set off amounts it is owed by Sellers and the owners of Sellers and Del Monte, against payments of principal on the Convertible Subordinated Notes and payment of certain portions of the Earn-Out Amount. The foregoing summary of the Indemnification Agreement does not purport to be a complete description of the parties' rights and obligations under the Indemnification Agreement and is qualified in its entirety by reference to the complete text of the Indemnification Agreement filed herewith as Exhibit 2.2 and incorporated herein by reference.

Buyer Parties deposited approximately $22.0 million of the Purchase Price paid at closing into an escrow account to satisfy claims made by Buyer Parties under the terms of the Agreements (the "Escrow Amount"), and such Escrow Amount is comprised of approximately $5.0 million in cash and $17.0 million in shares of Company common stock, valued as of the day before the closing date of the Acquisition and Merger. Eighteen (18) months following the closing, Buyer Parties will release to the Sellers and owners of Target the remaining Escrow Amount not then subject to pending indemnification claims of Buyer Parties or previously paid to satisfy claims made by Buyer Parties.

The Company will file with the SEC the financial statements and pro forma financial information required to be filed pursuant to Rule 3-05 of Regulation S-X and Article 11 of Regulation S-X within 71 days of the date on which this Current Report on Form 8-K was required to be filed with the SEC.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 above under the heading "Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement" is incorporated by reference into this Item 2.03.

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

Transaction Bonuses

On April 6, 2015, in recognition of their efforts in connection with the Acquisition and the Merger, the Compensation Committee (the "Committee") of the Board of Directors (the "Board") of the Company approved the following special transaction bonuses, to be paid in cash or common stock of the Company (as specified below), to the Company's named executive officers, each such special transaction bonus to be paid on the date of approval, except the special transaction bonuses to Messrs. C. Pappas and J. Pappas, which the Company expects to pay 90 days following the date of approval:

Christopher Pappas	$1,000,000.00 (cash)
John Pappas	$350,000.00 (cash)
John Austin	$500,000 (common stock)
Alexandros Aldous	$500,000 (common stock)
Patricia Lecouras	$100,000 (common stock)

With respect to the common stock awards for Messrs. Austin and Aldous, though fully vested, one-half of the shares will be subject to transfer restrictions until the second anniversary of the closing of the Acquisition and the Merger and the remaining one-half of the shares will be subject to transfer restrictions until the fourth anniversary of the closing of the Acquisition and the Merger, in each case, net of shares withheld for taxes. These restrictions on transfer will also lapse (i) upon the termination of the executive officer's employment due to death or Disability, (ii) immediately prior to a Change in Control of the Company, unless the award is assumed in the Change in Control transaction or (iii) if the award is assumed in a Change in Control transaction, upon the termination of the executive officer's employment for Good Reason or without Cause within one year following such Change in Control transaction.

The foregoing summary of the common stock awards is qualified in its entirety by reference to the complete text of the form of Restricted Share Award Agreement for a Transaction Bonus Award Grant, which is filed as Exhibit 10.6 hereto and incorporated herein by reference. All capitalized terms referenced in the paragraph above that are not otherwise defined herein have the meanings ascribed thereto in the form of Restricted Share Award Agreement for a Transaction Bonus Award Grant filed herewith as Exhibit 10.6.

Grant of Restricted Shares to Alexandros Aldous

On April 6, 2015, in recognition of his long and exemplary service to the Company, and after the review of compensation data for comparable positions at other companies, the Committee approved the award of a one-time grant of restricted shares of the Company's common stock valued at $1,000,000 to Alexandros Aldous, the Company's General Counsel and Corporate Secretary. The award will vest in four equal annual installments beginning on the first anniversary of the grant date, subject to Mr. Aldous's continued employment through the applicable vesting date. Any unvested portion of the restricted stock award will be deemed earned (i) upon the termination of Mr. Aldous's employment due to death or Disability, (ii) immediately prior to a Change in Control of the Company, unless the award is assumed in the Change in Control transaction or (iii) if the award is assumed in a Change in Control transaction, upon the termination of Mr. Aldous's employment for Good Reason or without Cause following such Change in Control transaction.

The foregoing summary of the restricted stock award to Mr. Aldous is qualified in its entirety by reference to the complete text of the form of LTIP Award Agreement, which is filed as Exhibit 10.7 hereto and incorporated herein by reference. All defined terms referenced in the paragraph above that are not otherwise defined herein have the meanings ascribed thereto in the form of LTIP Award Agreement filed herewith as Exhibit 10.7.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial statements of businesses acquired*. No financial statements are being filed with this report. Financial statements required to be filed as exhibits to this report will be filed by amendment not later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.

(b) *Pro forma financial information*. No pro forma financial information is being filed with this report. The pro forma financial information required to be filed as an exhibit to this report will be filed by amendment not later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.

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

Exhibit No.	Description
2.1*	Earn-Out Agreement, dated April 6, 2015 by and among The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, T.J. Foodservice Co., Inc., TJ Seafood, LLC, and John DeBenedetti, as the Sellers' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
2.2	Indemnification Agreement, dated April 6, 2015, by and among Del Monte Merger Sub, LLC, The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, DeBenedetti/Del Monte Trust, Victoria DeBenedetti, David DeBenedetti, Del Monte Capitol Meat Co., Inc., T.J. Foodservice Co., Inc., TJ Seafood, LLC, John DeBenedetti, Theresa Lincoln and John DeBenedetti, as the Selling Parties' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
10.1	Amendment No. 5, dated as of April 6, 2015, to the Amended and Restated Credit Agreement dated as of April 13, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent

10.2*	Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement, dated as of April 6, 2015, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, The Chefs' Warehouse Midwest, LLC, Michael's Finer Meats Holdings, LLC, Michael's Finer Meats, LLC, The Chefs' Warehouse Pastry Division, Inc., QZ Acquisition (USA), Inc., Qzina Specialty Foods North America (USA), Inc., Qzina Specialty Foods, Inc. (a Washington entity), Qzina Specialty Foods, Inc. (a Florida entity), Qzina Specialty Foods (Ambassador), Inc., CW LV Real Estate LLC, Allen Brothers 1893, LLC and The Great Steakhouse Steaks, LLC, as the Initial Guarantors, and The Prudential Insurance Company of America and certain of its affiliates.
10.3	Form of Series B Note.
10.4	Convertible Subordinated Non-Negotiable Promissory Note, dated April 6, 2015, issued by Del Monte Capitol Meat Company, LLC to TJ Seafood, LLC.
10.5	Convertible Subordinated Non-Negotiable Promissory Note, dated April 6, 2015, issued by Del Monte Capitol Meat Company, LLC to T.J. Foodservice Co., Inc.
10.6	Form of Restricted Share Award Agreement for a Transaction Bonus Award Grant.
10.7	Form of LTIP Award Agreement.

* Certain confidential portions of this exhibit were omitted by means of redacting a portion of the text. This exhibit has been filed separately with the Securities and Exchange Commission accompanied by a confidential treatment request pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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 and Corporate Secretary

Date: April 9, 2015

EXHIBIT INDEX

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2.2	Indemnification Agreement, dated April 6, 2015, by and among Del Monte Merger Sub, LLC, The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, DeBenedetti/Del Monte Trust, Victoria DeBenedetti, David DeBenedetti, Del Monte Capitol Meat Co., Inc., T.J. Foodservice Co., Inc., TJ Seafood, LLC, John DeBenedetti, Theresa Lincoln and John DeBenedetti, as the Selling Parties' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
10.1	Amendment No. 5, dated as of April 6, 2015, to the Amended and Restated Credit Agreement dated as of April 13, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent
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* Certain confidential portions of this exhibit were omitted by means of redacting a portion of the text. This exhibit has been filed separately with the Securities and Exchange Commission accompanied by a confidential treatment request pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit 2.1

*A request for confidential treatment has been made with respect to the portions of the following document that are marked [*CONFIDENTIAL*]. The redacted portions have been filed separately with the SEC.*

EARN-OUT AGREEMENT

THIS EARN-OUT AGREEMENT (the "Agreement") dated the 6th day of April, 2015, is by and among The Chefs' Warehouse, Inc., a Delaware corporation ("Parent"), Del Monte Capitol Meat Company, LLC, a Delaware limited liability company (the "Buyer"), T.J. Foodservice Co., Inc., a California corporation ("Service"), TJ Seafood, LLC, a California limited liability company ("Seafood"), and John DeBenedetti, as the Sellers' Representative (in such capacity, the "Sellers' Representative"). Service and Seafood are referred to collectively herein as the "Company Sellers" and each individually as a "Company Seller." Parent, Buyer, the Company Sellers and the Sellers' Representative are referred to collectively herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of January 11, 2015, by and among the Parties, John DeBenedetti, Victoria DeBenedetti and Theresa Lincoln (the "Purchase Agreement"), Buyer has agreed to buy and Company Sellers have agreed to sell the Acquired Assets;

WHEREAS, the Purchase Agreement provides that Company Sellers shall be eligible to receive additional consideration of up to the lesser of (i) Final 2014 Adjusted EBITDA Amount and (ii) Targeted Adjusted EBITDA Amount (the "Earn-Out Consideration") based upon the combined financial performance of the "Del Monte Business Unit" (as defined below) and the "Parent Protein Division" (as defined below), to be calculated by a formula based upon Adjusted DM EBITDA (as defined below), generated by the Del Monte Business Unit during each year of the Earn-Out Period (as defined below) and the Parent Protein Division's Adjusted EBITDA (as defined below) generated by the Parent Protein Division for each fiscal year ended immediately prior to the end of an Earn-Out Period;

WHEREAS, Company Sellers and the Buyer have agreed that determination and payment of the additional consideration contemplated by the Purchase Agreement is to be in accordance with the terms of this Agreement; and

WHEREAS, the Purchase Agreement provides that under certain circumstances Buyer shall be obligated to make payment of the Earn-Out Consideration to the Company Sellers.

NOW, THEREFORE**,** in consideration of the respective representations, warranties, agreements and conditions hereinafter set forth and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

For purposes of this Agreement, capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Transaction Documents. As used herein:

1.1 "[*CONFIDENTIAL*]" shall mean the [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] in a [*CONFIDENTIAL*] to the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] that is [*CONFIDENTIAL*] by [*CONFIDENTIAL*] or any of its [*CONFIDENTIAL*] the [*CONFIDENTIAL*], and for which [*CONFIDENTIAL*] has [*CONFIDENTIAL*].

1.2 "[*CONFIDENTIAL*]" shall mean, for any Earn-Out Period, an amount equal to the sum (without duplication) of the [*CONFIDENTIAL*] (a) net income for such Earn-Out Period, determined in accordance with GAAP, plus (b) to the extent deducted in determining net income for such Earn-Out Period, (i) interest expense; (ii) income tax expense, (iii) depreciation and amortization expense, (iv) such other adjustments as [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] of [*CONFIDENTIAL*] shall mutually agree upon in connection with the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] that [*CONFIDENTIAL*] or a [*CONFIDENTIAL*] thereof [*CONFIDENTIAL*] in [*CONFIDENTIAL*] with the [*CONFIDENTIAL*] of such [*CONFIDENTIAL*], and (v) such other adjustments as Parent and John DeBenedetti mutually agree upon for the [*CONFIDENTIAL*] to be consistent with the computation of the Adjusted DM EBITDA and the Parent Protein Division's Adjusted EBITDA as hereinafter provided, and shall be determined in accordance with GAAP as consistently applied by Parent in the preparation of its consolidated financial statements and the financial statements of its subsidiaries.

1.3 "[*CONFIDENTIAL*]" shall mean for any [*CONFIDENTIAL*], an amount equal to the sum (without duplication) of the [*CONFIDENTIAL*] (a) net income for the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] of such [*CONFIDENTIAL*] by [*CONFIDENTIAL*] or any of its [*CONFIDENTIAL*], as applicable, determined in accordance with GAAP, plus (b) to the extent deducted in determining net income for such [*CONFIDENTIAL*], (i) interest expense; (ii) income tax expense, (iii) depreciation and amortization expense and (iv) such other adjustments as [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] of [*CONFIDENTIAL*] shall mutually agree upon in [*CONFIDENTIAL*] with the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] that [*CONFIDENTIAL*] or a [*CONFIDENTIAL*] thereof [*CONFIDENTIAL*] in [*CONFIDENTIAL*] with the [*CONFIDENTIAL*] of such [*CONFIDENTIAL*], and shall be determined in accordance with GAAP.

1.4 "Adjusted DM EBITDA" has the meaning set forth in Section 3.3(A).

1.5 "Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

1.6 "Agreement" has the meaning given in the preamble.

1.7 "Allen Brothers" has the meaning given in the definition of Parent Protein Division.

1.8 "Annual Earn-Out Installment" has the meaning set forth in Section 2.1(B).

1.9 "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to not open or remain closed.

1.10 "Buyer" has the meaning given in the preamble.

1.11 "Company Sellers" has the meaning given in the preamble.

1.12 "Confidential Information" has the meaning set forth in Section 6.6.

1.13 "Del Monte Business Unit" shall mean the Business of the Company Sellers and Del Monte and the [*CONFIDENTIAL*].

1.14 "Earn-Out Consideration" has the meaning given in the recitals.

1.15 "Earn-Out Period(s)" shall mean individually or collectively as the context may require, Earn-Out Year One, Earn-Out Year Two, Earn-Out Year Three, Earn-Out Year Four, Earn-Out Year Five and Earn-Out Year Six.

1.16 "Earn-Out Year One" has the meaning set forth in Section 2.2.A.

1.17 "Earn-Out Year Two" has the meaning set forth in Section 2.2.B.

1.18 "Earn-Out Year Three" has the meaning set forth in Section 2.2.C.

1.19 "Earn-Out Year Four" has the meaning set forth in Section 2.2.D.

1.20 "Earn-Out Year Five" has the meaning set forth in Section 2.2.E.

1.21 "Earn-Out Year Six" has the meaning set forth in Section 2.2.F.

1.22 "GAAP" has the meaning set forth in Section 3.3(B).

1.23 "Independent Accountant" has the meaning set forth in Section 4.1(D).

1.24 "MFM" has the meaning set forth in the definition of Parent Protein Division.

1.25 "Notice of Disagreement" has the meaning set forth in Section 4.1.

1.26 "Parent" has the meaning given in the preamble.

1.27 "Parent Protein Division" means Michael's Finer Meats, LLC, a Delaware limited liability company ("MFM"), and Allen Brothers 1893, LLC, a Delaware limited liability company ("Allen Brothers"). For the avoidance of doubt, the Parent Protein Division shall not include any other protein division or operations of Parent or any of its Subsidiaries.

1.28 "Parent Protein Division Budget" has the meaning set forth in Section 3.3.C.

1.29 "Parent Protein Division's Adjusted EBITDA" has the meaning set forth in Section 3.3(B).

1.30 "Parent Protein Division's Budgeted Adjusted EBITDA" has the meaning set forth in Section 3.3(C).

1.31 "Parent Protein Division's Excess Adjusted EBITDA" means the amount, if any, by which the Parent Protein Division's Adjusted EBITDA for a particular fiscal year ended immediately prior to the end of an applicable Earn-Out Period, exceeds the Parent Protein Division's Budgeted Adjusted EBITDA for that same fiscal year. For avoidance of doubt, Parent Protein Division's Excess Adjusted EBITDA shall never be less than zero (-0-).

1.32 "Performance Target(s)" shall mean individually or collectively as the context requires, Performance Target One, Performance Target Two, Performance Target Three, Performance Target Four, Performance Target Five and Performance Target Six.

1.33 "[*CONFIDENTIAL*]" has the meaning set forth in [*CONFIDENTIAL*].

1.34 "[*CONFIDENTIAL*]" has the meaning set forth in [*CONFIDENTIAL*].

1.35 "Performance Target Formula" has the meaning set forth in Section 2.2.

1.36 "Performance Target One" shall have the meaning set forth in Section 2.2A.

1.37 "Performance Target Two" shall have the meaning set forth in Section 2.2B.

1.38 "Performance Target Three" shall have the meaning set forth in Section 2.2C.

1.39 "Performance Target Four" shall have the meaning set forth in Section 2.2D.

1.40 "Performance Target Five" shall have the meaning set forth in Section 2.2E.

1.41 "Performance Target Six" shall have the meaning set forth in Section 2.2F.

1.42 "Person" means any natural person as well as any entity.

1.43 "Purchase Agreement" has the meaning given in the recitals.

1.44 "Purchase Price" means the Purchase Price under the Purchase Agreement.

1.45 "Seafood" has the meaning given in the preamble.

1.46 "Sellers' Representative" has the meaning given in the preamble.

1.47 "Service" has the meaning given in the preamble.

1.48 "[*CONFIDENTIAL*]" has the meaning set forth in [*CONFIDENTIAL*].

1.49 "[*CONFIDENTIAL*]" has the meaning set forth in [*CONFIDENTIAL*].

1.50 "Targeted Adjusted EBITDA Amount" has the meaning assigned to such term in the Purchase Agreement.

1.51 "Transaction Documents" has the meaning given in the Purchase Agreement.

ARTICLE II

EARN-OUT CONSIDERATION

2.1 Payment of the Earn-Out Consideration.

A. Subject to the other terms and conditions of this Agreement, the Company Sellers shall be entitled to earn, as additional consideration for the sale of the Acquired Assets to Buyer pursuant to the Purchase Agreement, the Earn-Out Consideration.

B. Subject to achieving the Performance Target applicable to a particular Earn-Out Period, an amount equal to (i) 1/6 multiplied by (ii) the Earn-Out Consideration shall be earned and paid to Company Sellers for each Earn-Out Period ("Annual Earn-Out Installment") pursuant to Article V of this Agreement. In no event shall the sum of the Annual Earn-Out Installments, in the aggregate, exceed the Earn-Out Consideration.

C. The amount of the Earn-Out Consideration payable, if any, will be determined in accordance with Article II and shall be allocated, if payable, to each of the Company Sellers in accordance with the percentage allocation set forth on Schedule A to this Agreement.

2.2 Performance Targets. Subject to the [*CONFIDENTIAL*] in accordance with Section 2.3 of this Agreement, the Earn-Out Consideration shall be earned, if at all, upon achievement of the applicable Performance Target for each of the Earn-Out Periods. The following formula (the "Performance Target Formula") shall be used in determining if the Performance Target for each Earn-Out Period has been satisfied:

(Adjusted DM EBITDA (including any [*CONFIDENTIAL*]) + Parent Protein Division's Excess Adjusted EBITDA) – ([*CONFIDENTIAL*]).

For the sake of clarity, examples of the application of the Performance Target Formula are set forth on Schedule B.

A. Earn-Out Year One. For the period commencing on the first day following the Closing Date and ending on the first anniversary of the Closing Date ("Earn-Out Year One"), the Performance Target shall be $[*CONFIDENTIAL*] ("Performance Target One"). The Annual Earn-Out Installment for Earn-Out Year One shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year One produces a numerical amount that is equal to or greater than Performance Target One.

B. Earn-Out Year Two. For the period commencing on the first day following the last day of Earn-Out Year One and ending on the second anniversary of the Closing Date ("Earn-Out Year Two"), the Performance Target for Earn-Out Year Two is $[*CONFIDENTIAL*] ("Performance Target Two"). The Annual Earn-Out Installment for Earn-Out Year Two shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year Two produces a numerical amount that is equal to or greater than Performance Target Two.

C. Earn-Out Year Three. For the period commencing on the first day following the last day of Earn-Out Year Two and ending on the third anniversary of the Closing Date ("Earn-Out Year Three"), the Performance Target is $[*CONFIDENTIAL*] ("Performance Target Three"). The Annual Earn-Out Installment for Earn-Out Year Three shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year Three produces a numerical amount that is equal to or greater than Performance Target Three.

D. Earn-Out Year Four. For the period commencing on the first day following the last day of Earn-Out Year Three and ending on the fourth anniversary of the Closing Date ("Earn-Out Year Four"), the Performance Target is $[*CONFIDENTIAL*] ("Performance Target Four"). The Annual Earn-Out Installment for Earn-Out Year Four shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year Four produces a numerical amount that is equal to or greater than Performance Target Four.

E. Earn-Out Year Five. For the period commencing on the first day following the last day of Earn-Out Year Four and ending on the fifth anniversary of the Closing Date ("Earn-Out Year Five"), the Performance Target is $[*CONFIDENTIAL*] ("Performance Target Five"). The Annual Earn-Out Installment for Earn-Out Year Five shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year Five produces a numerical amount that is equal to or greater than Performance Target Five.

F. Earn-Out Year Six. For the period commencing on the first day following the last day of Earn-Out Year Five and ending on the sixth anniversary of the Closing Date ("Earn-Out Year Six"), the Performance Target is $[*CONFIDENTIAL*] ("Performance Target Six"). The Annual Earn-Out Installment for Earn-Out Year Six shall be earned and payable in cash in the event that the Performance Target Formula as calculated for Earn-Out Year Six produces a numerical amount that is equal to or greater than Performance Target Six.

2.3 [*CONFIDENTIAL*]. If a [*CONFIDENTIAL*] for [*CONFIDENTIAL*] the [*CONFIDENTIAL*] is [*CONFIDENTIAL*] in any [*CONFIDENTIAL*] (any such [*CONFIDENTIAL*], a "[*CONFIDENTIAL*]"), the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] for such [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] shall herein be referred to as a "[*CONFIDENTIAL*]." If there is a [*CONFIDENTIAL*], then there shall be a [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] in which the [*CONFIDENTIAL*]. If the applicable [*CONFIDENTIAL*] in [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] are [*CONFIDENTIAL*], the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] for such [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] shall herein be referred to as a "[*CONFIDENTIAL*]." The [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*] to the [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] and if the [*CONFIDENTIAL*] is [*CONFIDENTIAL*] to [*CONFIDENTIAL*], then the [*CONFIDENTIAL*] for the [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*] to be [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] for the [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*] within [*CONFIDENTIAL*] the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*]. A [*CONFIDENTIAL*] cannot be [*CONFIDENTIAL*] to a [*CONFIDENTIAL*] to the [*CONFIDENTIAL*] the [*CONFIDENTIAL*] in which the [*CONFIDENTIAL*] is [*CONFIDENTIAL*]. A [*CONFIDENTIAL*] cannot be [*CONFIDENTIAL*] to any [*CONFIDENTIAL*] the [*CONFIDENTIAL*] in which the [*CONFIDENTIAL*] is [*CONFIDENTIAL*]. Any [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] that has been [*CONFIDENTIAL*] to [*CONFIDENTIAL*] a [*CONFIDENTIAL*], cannot be [*CONFIDENTIAL*] a [*CONFIDENTIAL*] to a [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] described in this Section 2.3 shall be referred to as a "[*CONFIDENTIAL*]." For the [*CONFIDENTIAL*] of [*CONFIDENTIAL*], [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] are [*CONFIDENTIAL*] on [*CONFIDENTIAL*].

ARTICLE III

DEL MONTE BUSINESS UNIT AND PARENT PROTEIN DIVISION

3.1 Conduct of Business During Earn-Out Period.

A. During the Earn-Out Period, Buyer shall (i) maintain a financial record keeping system that enables it to separately account for all items of revenue and expense of the Del Monte Business Unit and the Parent Protein Division necessary to calculate Adjusted DM EBITDA of the Del Monte Business Unit and Parent Protein Division's Adjusted EBITDA hereunder; and (ii) not act in a manner the primary intent of which is to adversely affect the Del Monte Business Unit's ability to achieve the Performance Targets set forth in Article II above on account of the Del Monte Business Unit's Adjusted DM EBITDA.

B. Within thirty (30) days of the approval by Parent's board of directors of the Parent Protein Division's Budgeted Adjusted EBITDA for a particular fiscal year that will end prior to the last day of any Earn-Out Period, Buyer shall provide the Sellers' Representative with notice of the establishment of such Parent Protein Division's Budgeted Adjusted EBITDA and the amount thereof.

3.2 Business of Buyer.

A. Each Party acknowledges that significant growth of the Del Monte Business Unit will be required in order for all or a portion of the Earn-Out Consideration to be payable. Each Company Seller understands and acknowledges that Buyer's and its Affiliates' boards of directors, managers and members owe their fiduciary duties to their members and stockholders. Each Company Seller further understands and acknowledges that Parent is a publicly traded corporation which conducts its foodservice business primarily through direct and indirect subsidiaries. Each Company Seller understands and acknowledges that the boards of managers, boards of directors and members of Buyer and its Affiliates, in their exercise of their fiduciary duties to their stockholders and members, may determine to undertake a range of actions to further accomplish the business objectives of Parent as the owner of a group of subsidiaries engaged in the foodservice business. Toward that end, Buyer shall be entitled to take any act (or refrain therefrom) in the conduct of the Del Monte Business Unit if it acts in good faith, consistent with reasonable business practices, and reasonably considers such action (or determination not to act) to be reasonably necessary to accomplish the business objectives of Parent. Each of the Company Sellers and the Sellers' Representative acknowledges that nothing in this Agreement shall impose any restrictions on the operations, business or activities of the Parent Protein Division following the Closing and each of the Company Sellers and the Sellers' Representative acknowledges that neither Parent nor Buyer, nor any Affiliate thereof, are restricted in any way by this Agreement in how to operate the Parent Protein Division.

3.3 Adjusted DM EBITDA; Parent Protein Division's Adjusted EBITDA and Budgeted Adjusted EBITDA.

A. "Adjusted DM EBITDA" shall mean, for any Earn-Out Period, an amount equal to the sum (without duplication) of the Del Monte Business Unit's (a) net income for such Earn-Out Period, determined in accordance with GAAP, plus (b) to the extent deducted in determining net income for such Earn-Out Period, (i) interest expense; (ii) income tax expense; and (iii) depreciation and amortization expense, and shall be determined in accordance with generally accepted accounting principles ("GAAP") as consistently applied by Parent in the preparation of its consolidated financial statements and the financial statements of its subsidiaries. In determining Adjusted DM EBITDA the foregoing shall be adjusted (plus or minus) as follows:

1. "[*CONFIDENTIAL*]" of [*CONFIDENTIAL*] or [*CONFIDENTIAL*] (as that [*CONFIDENTIAL*] shall be defined in GAAP) for the Del Monte Business Unit shall be excluded.

2. Any [*CONFIDENTIAL*], [*CONFIDENTIAL*] or [*CONFIDENTIAL*] from the [*CONFIDENTIAL*] of [*CONFIDENTIAL*] other than [*CONFIDENTIAL*] shall be excluded.

3. Adjusted DM EBITDA of the Del Monte Business Unit shall be computed with regard to [*CONFIDENTIAL*], [*CONFIDENTIAL*] and [*CONFIDENTIAL*] to the [*CONFIDENTIAL*] of the Del Monte Business Unit and the terms of the applicable [*CONFIDENTIAL*] with the Del Monte Business Unit's [*CONFIDENTIAL*].

4. No deduction shall be made for any [*CONFIDENTIAL*], [*CONFIDENTIAL*] or [*CONFIDENTIAL*], of whatever kind or nature, [*CONFIDENTIAL*] the [*CONFIDENTIAL*], except to the extent that [*CONFIDENTIAL*] are [*CONFIDENTIAL*] for the [*CONFIDENTIAL*] of, including, but not limited to, [*CONFIDENTIAL*], [*CONFIDENTIAL*], [*CONFIDENTIAL*], [*CONFIDENTIAL*], [*CONFIDENTIAL*] (to the extent attributable to the Del Monte Business Unit) and [*CONFIDENTIAL*], provided that the Del Monte Business Unit will only be subject to [*CONFIDENTIAL*] (it being understood, however, that to the extent [*CONFIDENTIAL*] or [*CONFIDENTIAL*] are [*CONFIDENTIAL*] for the [*CONFIDENTIAL*], then the Del Monte Business Unit will be [*CONFIDENTIAL*] the [*CONFIDENTIAL*] of such [*CONFIDENTIAL*] and [*CONFIDENTIAL*]), and except that Parent may [*CONFIDENTIAL*], at a [*CONFIDENTIAL*], on any [*CONFIDENTIAL*] or [*CONFIDENTIAL*] by Parent to the Del Monte Business Unit in connection with its business operations.

5. No deduction shall be made for [*CONFIDENTIAL*] or [*CONFIDENTIAL*] and [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] and [*CONFIDENTIAL*] of this Agreement or the Purchase Agreement.

6. No deduction shall be made for [*CONFIDENTIAL*].

7. The [*CONFIDENTIAL*] and [*CONFIDENTIAL*] of [*CONFIDENTIAL*] and [*CONFIDENTIAL*] by the Del Monte Business Unit to [*CONFIDENTIAL*] or [*CONFIDENTIAL*] or [*CONFIDENTIAL*] by the Del Monte Business Unit from [*CONFIDENTIAL*] or [*CONFIDENTIAL*] shall be adjusted to [*CONFIDENTIAL*] the [*CONFIDENTIAL*] that the [*CONFIDENTIAL*] would have [*CONFIDENTIAL*] or [*CONFIDENTIAL*] if [*CONFIDENTIAL*] with an [*CONFIDENTIAL*] in an [*CONFIDENTIAL*].

8. It is anticipated that [*CONFIDENTIAL*] of the Del Monte Business Unit shall have the opportunity to [*CONFIDENTIAL*] by [*CONFIDENTIAL*] or [*CONFIDENTIAL*]. The Del Monte Business Unit's Adjusted DM EBITDA for the Earn-Out Period in which the [*CONFIDENTIAL*] for a [*CONFIDENTIAL*] of such [*CONFIDENTIAL*] is [*CONFIDENTIAL*] in the Del Monte Business Unit's financial statements shall be [*CONFIDENTIAL*] with the [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] so [*CONFIDENTIAL*]. For the avoidance of doubt, to the extent that the [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] is [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] of Parent Protein Division's Adjusted EBITDA, it will not also be [*CONFIDENTIAL*] to Adjusted DM EBITDA pursuant to this Section 3.3(A)(8).

9. Deductions shall be made to the Adjusted DM EBITDA for [*CONFIDENTIAL*] by Parent and its Affiliates (other than the Del Monte Business Unit) [*CONFIDENTIAL*] with the [*CONFIDENTIAL*], [*CONFIDENTIAL*] and [*CONFIDENTIAL*] of any products of Parent or any of its Affiliates (other than the Del Monte Business Unit) sold by the Del Monte Business Unit for which the Del Monte Business Unit [*CONFIDENTIAL*] in [*CONFIDENTIAL*] the Adjusted DM EBITDA. Such adjustments shall be [*CONFIDENTIAL*] for the Earn-Out Period in which [*CONFIDENTIAL*].

10. In the event that the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] of an [*CONFIDENTIAL*] during an Earn-Out Period, the [*CONFIDENTIAL*] for the [*CONFIDENTIAL*] of such Earn-Out Period will be [*CONFIDENTIAL*] to Adjusted DM EBITDA for such Earn-Out Period, regardless of the [*CONFIDENTIAL*] the Earn-Out Period at which the [*CONFIDENTIAL*] of the [*CONFIDENTIAL*] of such [*CONFIDENTIAL*].

11. Adjusted DM EBITDA shall be calculated with regard to such other adjustments to which Buyer and the Sellers' Representative shall mutually agree, including mutually agreed upon adjustments [*CONFIDENTIAL*] with [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] of the Del Monte Business Unit following the Closing, [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*] in the event such [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] of the Del Monte Business Unit following the Closing arises, in Buyer's judgment, from the exercise of the fiduciary duties of Buyer's board of managers or Parent's board of directors.

B. "Parent Protein Division's Adjusted EBITDA" means, for any fiscal year ended immediately prior to the end of an Earn-Out Period, an amount equal to the sum (without duplication) of the Parent Protein Division's (a) net income for such fiscal year, determined in accordance with GAAP, plus (b) to the extent deducted in determining net income for such fiscal year, (i) interest expense; (ii) income tax expense and (iii) depreciation and amortization expense, and shall be determined in accordance with GAAP as consistently applied by Parent in the preparation of its consolidated financial statements and the financial statements of its subsidiaries. In determining Parent Protein Division's Adjusted EBITDA, the foregoing shall be adjusted (plus or minus) as follows:

1. "[*CONFIDENTIAL*]" of [*CONFIDENTIAL*] or [*CONFIDENTIAL*] (as that [*CONFIDENTIAL*] shall be defined in GAAP) for the Parent Protein Division shall be excluded to the extent not contemplated by the Parent Protein Division Budget for the applicable fiscal year.

2. Any [*CONFIDENTIAL*], [*CONFIDENTIAL*] or [*CONFIDENTIAL*] from the [*CONFIDENTIAL*] of [*CONFIDENTIAL*] other than [*CONFIDENTIAL*] shall be excluded to the extent not contemplated by the Parent Protein Division Budget for the applicable fiscal year.

3. Parent Protein Division's Adjusted EBITDA shall be computed with regard to [*CONFIDENTIAL*], [*CONFIDENTIAL*] and [*CONFIDENTIAL*] to the [*CONFIDENTIAL*] that [*CONFIDENTIAL*] are [*CONFIDENTIAL*] the [*CONFIDENTIAL*] by Parent Protein Division in [*CONFIDENTIAL*] with [*CONFIDENTIAL*] and the terms of the [*CONFIDENTIAL*] with the Parent Protein Division's [*CONFIDENTIAL*], to the extent such amounts are not already included in the calculation of Parent Protein Division's Adjusted EBITDA or Adjusted DM EBITDA.

4. No deduction shall be made for [*CONFIDENTIAL*].

5. The [*CONFIDENTIAL*] and [*CONFIDENTIAL*] of [*CONFIDENTIAL*] and [*CONFIDENTIAL*] by the [*CONFIDENTIAL*] to the Del Monte Business Unit or [*CONFIDENTIAL*] by the [*CONFIDENTIAL*] from the Del Monte Business Unit shall be adjusted to [*CONFIDENTIAL*] the [*CONFIDENTIAL*] that the [*CONFIDENTIAL*] would have realized or paid if dealing with an [*CONFIDENTIAL*] in an [*CONFIDENTIAL*].

6. It is anticipated that [*CONFIDENTIAL*] of the Parent Protein Division shall have the opportunity to [*CONFIDENTIAL*] offered by [*CONFIDENTIAL*] or its [*CONFIDENTIAL*]. The Parent Protein Division's Adjusted EBITDA for the Earn-Out Period in which the [*CONFIDENTIAL*] for a [*CONFIDENTIAL*] of such [*CONFIDENTIAL*] is [*CONFIDENTIAL*] in the Parent Protein Division's financial statements shall be [*CONFIDENTIAL*] with the [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] so [*CONFIDENTIAL*] to the extent that such [*CONFIDENTIAL*] are not [*CONFIDENTIAL*] by the [*CONFIDENTIAL*] for the applicable fiscal year. For the avoidance of doubt, to the extent that the [*CONFIDENTIAL*] of any [*CONFIDENTIAL*] is included in the calculation of Adjusted DM EBITDA, it will not also be [*CONFIDENTIAL*] to Parent Protein Division pursuant to this Section 3.3(B)(7).

7. Parent Protein Division's Adjusted EBITDA shall be calculated with regard to such other adjustments to which Buyer and the Sellers' Representative shall mutually agree, including mutually agreed upon adjustments [*CONFIDENTIAL*] with [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] of the Parent Protein Division following the Closing, [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*] in the event such [*CONFIDENTIAL*] in the [*CONFIDENTIAL*] of the Parent Protein Division following the Closing arises, in Parent's judgment, from the exercise of the fiduciary duties of Parent's board of directors.

C. "Parent Protein Division's Budgeted Adjusted EBITDA" means, for any fiscal year ending prior to the end of any Earn-Out Period, the amount of combined Adjusted EBITDA that MFM and Allen Brothers are budgeted to achieve for that fiscal year as reflected in a written budget approved by Parent's board of directors (the "Parent Protein Division Budget"), it being understood that for the fiscal year ending January 2, 2016, the Parent Protein Division's Budgeted Adjusted EBITDA has been agreed to by the Parties as of the date hereof.

ARTICLE IV

DETERMINATION OF EARN-OUT PERIOD

ADJUSTED DM EBITDA

4.1 Determination of Adjusted DM EBITDA, the Parent Protein Division's Adjusted EBITDA and the Parent Protein Division's Excess Adjusted EBITDA.

A. Buyer shall prepare statements of income for each of the Del Monte Business Unit and the Parent Protein Division in accordance with GAAP consistently applied by Parent in the preparation of financial statements for its consolidated operating subsidiaries. Within ninety (90) days following the date on which an Earn-Out Period ends, Buyer shall cause to be delivered to the Sellers' Representative (i) a copy of the statement of income for the Del Monte Business Unit for the relevant Earn-Out Period, together with its calculation of Adjusted DM EBITDA of the Del Monte Business Unit; (ii) a copy of the statement of income for the Parent Protein Division for the fiscal year ended immediately prior to the end of the relevant Earn-Out Period, together with its calculation of the Parent Protein Division's Adjusted EBITDA and Parent Protein Division's Excess Adjusted EBITDA, if any, for such fiscal year; and (iii) a proposed final determination of whether any Earn-Out Consideration is payable with respect to such Earn-Out Period.

B. The Sellers' Representative and its agents and representatives shall be entitled to receive and review financial statements of the Del Monte Business Unit and the Parent Protein Division, a calculation of the Earn-Out Consideration and such other documents, work papers and other records and materials as the Sellers' Representative may reasonably request.

C. Within thirty (30) days after receipt of such income statements and calculations, the Sellers' Representative shall advise Buyer in writing if the Sellers' Representative disagrees with the calculations ("Notice of Disagreement"). If the Sellers' Representative does not provide a Notice of Disagreement within such time, then the Adjusted DM EBITDA of the Del Monte Business Unit for such Earn-Out Period and the Parent Protein Division's Adjusted EBITDA and the Parent Protein Division's Excess Adjusted EBITDA, if any, for the fiscal year ended immediately prior to the end of the relevant Earn-Out Period and the Earn-Out Consideration calculations provided by Buyer shall be deemed to be accepted.

D. Any disagreement or controversy between Buyer and the Sellers' Representative, if not resolved by them, as to the calculation of the Earn-Out Consideration for the Earn-Out Period in question shall be determined as follows: if Buyer and the Sellers' Representative are unable to resolve any such dispute within the thirty (30) day period following delivery by Buyer to the Sellers' Representative of Buyer's initial proposed determination, Buyer and the Sellers' Representative, unless otherwise mutually agreed in writing, shall submit such dispute (and shall only submit those items disputed) (to be agreed upon by DM and Parent) to an independent public accounting firm of national standing as mutually agreed to by Buyer and the Sellers' Representative (the "Independent Accountant") for review and resolution. In connection with the resolution of any such dispute, the Independent Accountant shall have access to all documents, records, work papers, facilities and personnel necessary to perform its function as arbitrator. Buyer and the Sellers' Representative shall instruct the Independent Accountant to use its reasonable best efforts to resolve such disputed matters within thirty (30) days of submission and to not assign a value to any item in dispute greater than the greatest value for such item assigned by either Buyer or the Sellers' Representative or lesser than the smallest value of such item assigned by either Buyer or the Sellers' Representative.

E. The Independent Accountant's award with respect to such dispute shall be final and binding upon the Parties, and judgment may be entered on the award. Buyer and the Sellers' Representative (on behalf of the Company Sellers) shall pay the fees and expenses of the Independent Accountant in inverse proportion to the percentage of the disputed amount of Adjusted DM EBITDA of the Del Monte Business Unit and the Parent Protein Division's Excess Adjusted EBITDA resolved in favor of the Sellers' Representative and Buyer, respectively, with respect to the dispute then being resolved. By way of example, assume that Buyer's estimate of the disputed amount of the Adjusted DM EBITDA of the Del Monte Business Unit and the Parent Protein Division's Excess Adjusted EBITDA under this Agreement is $800,000, on the one hand, and the Sellers' Representative's estimate of the disputed amount of the Adjusted DM EBITDA of the Del Monte Business Unit and the Parent Protein Division's Excess Adjusted EBITDA under this Agreement is $1,000,000, on the other hand, thereby leaving $200,000 in dispute. Assume further that the Independent Accountant determines that the correct calculation of the amounts at dispute is $950,000, thus resolving $150,000 of the $200,000, or 75%, contested in favor of the Sellers' Representative. Accordingly, Buyer, on the one hand, would pay 75% of the fees and expenses of the Independent Accountant and the Sellers' Representative (on behalf of the Company Sellers), on the other hand, would pay the remaining 25% of the fees and expenses of the Independent Accountant.

ARTICLE V

PAYOUT OF EARN-OUT CONSIDERATION; RIGHT OF OFFSET

5.1 Payment of Earn-Out Consideration. In the event any Earn-Out Consideration is payable with respect to any Earn-Out Period, on or before ninety (90) days following the end of such Earn-Out Period, Buyer shall pay by wire transfer of immediately available funds such portion of the Earn-Out Consideration to the Company Sellers in accordance with the terms of Schedule A hereto; provided that if there is a dispute with respect to any portion of the Earn-Out Consideration, the amount not in dispute shall be paid as provided above and payment of the portion in dispute shall be deferred until resolution of the final dispute pursuant to Sections 4.1(D) and (E) above.

5.2 Set-Off. Notwithstanding anything herein to the contrary, at the time that any Earn-Out Consideration is required to be paid to the Company Sellers under this Agreement, Buyer shall be entitled to set off against such Earn-Out Consideration any amounts to which it may be entitled thereunder pursuant to the terms of the Purchase Agreement or the Indemnification Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Assignment. Without the prior written consent of Buyer, this Agreement and the rights hereunder shall not be assignable, transferable or delegable by any Company Seller or the Sellers' Representative (except in the event that the Sellers' Representative is replaced in accordance with Section 8.16 of the Purchase Agreement, in which case this Agreement may be assignable to such replacement) and, in the event of any attempted assignment, transfer or delegation contrary to this sentence, neither Buyer nor any Affiliate of Buyer shall have any liability to pay to such assignee, delegee or other transferee any amount so attempted to be assigned, transferred or delegated.

6.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

6.3 Counterparts. This Agreement may be executed simultaneously in one or more counterparts and by facsimile or electronic transmission (including by .pdf), with the same effect as if the signatories executing the several counterparts had executed one counterpart; provided, however, that the several executed counterparts shall together have been signed by all Parties hereto. All such executed counterparts shall together constitute one and the same instrument.

6.4 Entire Agreement; Amendment. This Agreement and the Purchase Agreement, including the Exhibits, Schedules and Annexes referred to therein, which form a part thereof, contain the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument duly executed by all Parties or their respective heirs, successors, permitted assigns, executors or legal personal representatives.

6.5 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally, three (3) Business Days after being sent by U.S. First Class mail (postage prepaid), or one (1) Business Day after dispatch to a reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to Buyer, the Company Sellers and the Sellers' Representative at the addresses indicated below or to such other address or to the attention of such other Person as the recipient Party has specified by prior written notice to the sending Party. All notices, demands and other communications hereunder may be given by any other means (including facsimile or electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

Buyer:

Del Monte Capitol Meat Company, LLC
c/o The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, Connecticut 06877
Attn: Alexandros Aldous, Esq.
Email: aaldous@chefswarehouse.com

with copies to (which shall not constitute notice to Buyer):

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
Attn: D. Scott Holley, Esq.
Email: sholley@bassberry.com

Any Company Seller or the Sellers' Representative:

c/o TPBS, LLP
1545 River Park Dr.
Suite 375
Sacramento, CA 95815

with copies to (which shall not constitute notice to any Company Seller or the Sellers' Representative):

Wagner Kirkman Blaine Klomparens & Youmans, LLP
10640 Mather Blvd., Suite 200
Mather, CA 95655
Attention: Belan K. Wagner
Email: bwagner@wkblaw.com

6.6 Confidentiality. Each Party hereby agrees and acknowledges that this Agreement and any information delivered hereunder, including with respect to information delivered pursuant to Section 4.1 of this Agreement, constitutes “Confidential Information” as that term is defined in the Purchase Agreement, which is subject to certain non-disclosure requirements as set forth in Section 4.9 thereof.

6.7 Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon Buyer and each of Buyer's successors and assigns, if any, including any buyer of all or substantially all of the assets of Buyer or the Del Monte Business Unit and any successor to the Del Monte Business Unit. Buyer shall require any such buyer or successor to expressly and unconditionally assume all obligations of Buyer under this Agreement. Further, this Agreement shall be binding upon each Company Seller and the Sellers' Representative and each of their respective successors and permitted assignees. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee.

6.8 Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

(Signature Page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

BUYER:

DEL MONTE CAPITOL MEAT COMPANY, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

PARENT:

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

COMPANY SELLERS:

T.J. FOODSERVICE CO., INC.

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

TJ SEAFOOD, LLC

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

SELLERS' REPRESENTATIVE:

By: /s/ John DeBenedetti
Name: John DeBenedetti

Exhibit 2.2

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "Agreement"), dated as of April 6, 2015, is by and among Del Monte Merger Sub, LLC, a Delaware limited liability company ("Merger Sub"), The Chefs' Warehouse, Inc., a Delaware corporation ("Parent"), Del Monte Capitol Meat Company, LLC, a Delaware limited liability company ("Assets Buyer") (Assets Buyer and Merger Sub are collectively referred to as the "Buyers"), DeBenedetti/Del Monte Trust ("Trust"), Victoria DeBenedetti ("V. DeBenedetti"), David DeBenedetti ("D. DeBenedetti") (Trust, V. DeBenedetti and D. DeBenedetti are collectively referred to as the "DM Shareholders"), Del Monte Capitol Meat Co., Inc., a California corporation ("Del Monte"), T.J. Foodservice Co., Inc., a California corporation ("Service"), TJ Seafood, LLC, a California limited liability company ("Seafood") (Del Monte, Service and Seafood are collectively referred to as the "Companies"), John DeBenedetti ("J. DeBenedetti"), Theresa Lincoln ("Lincoln") and John DeBenedetti acting in his individual capacity and as the "Selling Parties' Representative."

Service and Seafood are referred to collectively herein as the "Company Sellers" and each individually as a "Company Seller."

J. DeBenedetti, Lincoln and V. DeBenedetti are sometimes, collectively, referred to herein as the "Members" and each, individually, as a "Member" of Seafood and, alternatively, as "Service Shareholders" and, individually, as a "Service Shareholder" of Service. The DM Shareholders and Service Shareholders are sometimes, collectively, referred to herein as "Shareholders" and individually as a "Shareholder."

For convenience only Service, Seafood, the Shareholders and the Members are referred to collectively herein as the "Selling Parties" and each individually as a "Selling Party."

The Buyers, Parent, Del Monte, the Selling Parties and the Selling Parties' Representative are referred to collectively herein as the "Parties" and each individually as a "Party." Capitalized terms used herein and not otherwise defined in this Agreement have the meanings given to such terms in the Transaction Agreements.

RECITALS

WHEREAS, Parent, Assets Buyer, the Company Sellers, the Members and the Selling Parties' Representative are parties to that certain Asset Purchase Agreement, dated as of January 11, 2015 (the "Purchase Agreement");

WHEREAS, Parent, Merger Sub, the DM Shareholders, Del Monte and the Selling Parties' Representative are parties to that certain Agreement and Plan of Merger, dated as of January 11, 2015 (the "Merger Agreement");

WHEREAS, Parent, Assets Buyer, the DM Shareholders, Merger Sub, the Company Sellers, the Members and the Selling Parties' Representative are parties to that certain Escrow Agreement, dated as of April 6, 2015 (the "Escrow Agreement");

WHEREAS, the Purchase Agreement and the Merger Agreement are herein referred to as the "Transaction Agreements"; and

WHEREAS, in order to induce the Parties to enter into the Transaction Agreements, the Parties have agreed to certain indemnification obligations, as set forth herein.

NOW, THEREFORE, in consideration of the respective representations, warranties, agreements and conditions set forth in the Transaction Agreements and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. AGREEMENTS

1.1 Survival Periods.

(a) General: 18 Months. Except as otherwise provided herein, all of the representations and warranties of the Parties made in, or made pursuant to, the Transaction Agreements and this Agreement shall survive the Closing, and shall expire eighteen (18) months following the Closing Date (the "General Survival Period").

(b) Fundamental Representations. Notwithstanding Section 1.1(a), the representations and warranties contained in each of Section 2.1 (Organization; Ownership of Equity; Capitalization; and Power), Section 2.2 (Authorization), Section 2.3 (Non-Contravention), Section 2.7(a) (Assets), Section 2.12 (Brokerage), Section 2.21 (Taxes), Section 2.22 (Environmental Matters) of each of the Transaction Agreements (collectively, the "Selling Parties' Fundamental Representations") and in each of Section 3.1 (Organization, Power and Authority), Section 3.2 (Authorization; No Breach), and Section 3.4 (Brokerage) of each of the Transaction Agreements (collectively, the "Buyers' Fundamental Representations") shall survive in perpetuity following the Closing (the "Fundamental Survival Period").

(c) Selling Parties' Special Representations. The representations and warranties contained in each of Section 2.15 (Intellectual Property), Section 2.16 (Employee Benefit Plans) and Section 2.7(b) (Assets) of each of the Transaction Agreements (collectively, the "Selling Parties' Special Representations") shall each survive the Closing until the expiration of the statute of limitations under applicable federal or state law for claims by third parties against the Selling Parties on each such matter ("Special Survival Period(s)"). The Parties acknowledge that the statute of limitations under applicable federal or state law on each matter may be different and therefore each matter relating to a Selling Parties' Special Representation may each have a separate and different Special Survival Period.

(d) Covenants and Obligations. The covenants and other obligations and agreements of the Parties contained in, or made pursuant to, this Agreement and the Transaction Agreements which by their terms do not contemplate performance after the Closing shall survive the Closing and shall expire eighteen (18) months following the Closing Date (the "General Covenant Survival Period") and those covenants and other obligations and agreements contained in, or made pursuant to, this Agreement and the Transaction Agreements which contemplate performance after the Closing shall survive the Closing indefinitely (the "Post-Closing Covenant Survival Period").

(e) Termination of Indemnification Right. The right of an Indemnified Party (as defined herein) to assert any claim for defense or indemnification or to be held harmless with respect to a breach of a representation or warranty or covenant, obligation or agreement shall terminate on the expiration of the General Survival Period, the Fundamental Survival Period, the Special Survival Period(s), the General Covenant Survival Period and the Post-Closing Covenant Survival Period, as applicable, and as provided in Sections 1.1(a), (b), (c), and (d) above (the General Survival Period, the Fundamental Survival Period, the Special Survival Period(s), the General Covenant Survival Period and the Post-Closing Covenant Survival Period are sometimes individually referred to as a "Survival Period" and collectively referred to as the "Survival Periods"); provided, however, that such expiration shall not affect the Parties' rights and obligations as to any claims asserted by written notice specifying, in reasonable detail, the nature of such claim, delivered to the Party against whom such claim is asserted pursuant to Section 1.2 so long as written notice related to the matters giving rise to the claim is delivered prior to the expiration date of the applicable Survival Period.

1.2 Defense and Indemnification.

(a) Indemnification by the Selling Parties. Subject to the limitations set forth in this Article I, including Item 8 of Schedule 1.2(a)(ix), or as set forth in the Transaction Agreements, from and after the Closing, the Selling Parties (collectively, the "Selling Party Indemnitors") shall, jointly and severally, indemnify, defend and hold harmless each of the Buyers and Parent and each of the Buyers' and Parent's respective officers, directors, managers, shareholders, members, employees, representatives and agents (all such foregoing Persons, collectively, the "Buyer Indemnitees") from and against any Losses the Buyer Indemnitees may suffer, sustain or become subject to ("Buyer Indemnifiable Losses") arising out of, in connection with or resulting from:

(i) any breach or inaccuracy of any representation or warranty made by any of the Selling Parties or Del Monte in the Transaction Agreements, this Agreement or a certificate delivered by a Selling Party or Del Monte pursuant hereto or thereto;

(ii) any nonfulfillment or breach of any covenant, agreement or obligation to be performed by a Selling Party or Del Monte pursuant to the Transaction Agreements or this Agreement;

(iii) the Excluded Liabilities;

(iv) the Excluded Assets;

(v) the Pre-Closing Liabilities;

(vi) the Bulk Sales Statutes or the Bulk Sales Ordinance which may be imposed on the Assets Buyer as a result of a sale and purchase of the Acquired Assets pursuant to the Purchase Agreement;

(vii) the ownership and operation of the Acquired Assets and the Business prior to the Effective Time;

(viii) (A) any Taxes of Del Monte which are unpaid as of the Closing Date (and not otherwise accounted for in the calculation of the Closing Date Net Working Capital) with respect to taxable periods ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date, (B) any Transfer Taxes for which the Members or the Company Sellers are liable pursuant to the Purchase Agreement, or (C) any Taxes arising by reason of Del Monte being a member of any "affiliated group" (within the meaning of Section 1504(a) of the Code) on or prior to the Closing Date, including pursuant to Treasury Regulations § 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar Law); and

(ix) those matters set forth on Schedule 1.2(a)(ix) of this Agreement.

(b) Indemnification by the Buyers. Subject to the limitations set forth in this Article I or as set forth in the Transaction Agreements, from and after the Closing, each of the Buyers and Parent (collectively, the "Buyer Indemnitors") shall, jointly and severally, indemnify, defend and hold harmless the Shareholders, Company Sellers and the Members and their respective officers, directors, managers, shareholders, members, employees, representatives and agents (all such foregoing Persons, collectively, the "Selling Party Indemnitees") from and against any Losses the Selling Party Indemnitees may suffer, sustain or become subject to ("Selling Party Indemnifiable Losses"), arising out of, in connection with or resulting from:

(i) any breach or inaccuracy of any representation or warranty made by either of the Buyers or Parent in the Transaction Agreements, this Agreement or a certificate delivered by either of the Buyers or Parent pursuant hereto or thereto; and

(ii) any nonfulfillment or breach of any covenant, agreement or obligation to be performed by either of the Buyers or Parent pursuant to the Transaction Agreements or this Agreement.

(c) Indemnified Party. Each Buyer Indemnitee and each Selling Party Indemnitee, as the context requires, are each sometimes referred to herein as an "Indemnified Party."

(d) Indemnifying Party. Each Buyer Indemnitor and each Selling Party Indemnitor, as the context requires, are each sometimes referred to herein as an "Indemnifying Party."

1.3 Limits on Indemnification

(a) Selling Parties: $22,000,000. Except as provided in Sections 1.3(b) and 1.3(c), the Selling Party Indemnitors shall not have any obligation to indemnify or hold harmless Buyer Indemnitees with respect to any Buyer Indemnifiable Losses arising under Section 1.2(a)(i) (other than claims arising from a breach of the Selling Parties Special Representations or the Selling Parties' Fundamental Representations) that exceed, in the aggregate, $22,000,000 (the "Liability Cap").

(b) Selling Parties: $50,000,000. The Selling Party Indemnitors shall not have any obligation to indemnify or hold harmless Buyer Indemnitees with respect to any Buyer Indemnifiable Losses arising from a breach of the Selling Parties' Special Representations that exceed, in the aggregate, $50,000,000 (the "Special Liability Cap").

(c) Selling Parties: No Cap. Notwithstanding the foregoing, claims asserted under Section 1.2(a)(i) for Buyer Indemnifiable Losses arising from a breach of a Selling Parties' Fundamental Representation and claims of fraud, willful misconduct or intentional misrepresentation shall not be subject to the Liability Cap or the Special Liability Cap. Claims asserted under Section 1.2(a)(ii) – (ix) shall not be subject to the Liability Cap or the Special Liability Cap.

(d) Buyers: $22,000,000. The Buyer Indemnitors shall not have any obligation to indemnify or hold harmless Selling Party Indemnitees with respect to any Selling Party Indemnifiable Losses arising under Section 1.2(b)(i) that exceed, in the aggregate, the Liability Cap.

(e) Buyers: No Cap. Notwithstanding the foregoing, claims asserted under Section 1.2(b)(i) for Selling Party Indemnifiable Losses arising from a breach of a Buyers' Fundamental Representation and claims of fraud, willful misconduct or intentional misrepresentation shall not be subject to the Liability Cap.

(f) Tipping Basket: Selling Parties. The Selling Party Indemnitors shall have no Liability to indemnify or hold harmless the Buyer Indemnitees pursuant to Section 1.2(a)(i) (other than for claims arising from the Selling Parties' Fundamental Representations, and claims of fraud, willful misconduct or intentional misrepresentation) with respect to Buyer Indemnifiable Losses for which indemnification is provided thereunder unless the aggregate amount of such Buyer Indemnifiable Losses exceeds $700,000, in which case the Selling Party Indemnitors shall be liable for all such Buyer Indemnifiable Losses back to the first dollar of such Buyer Indemnifiable Losses. This Section 1.3(f) shall not apply to claims for indemnification brought by the Buyer Indemnitees pursuant to Sections 1.2(a)(ii) – (ix).

(g) Tipping Basket: Buyers. The Buyer Indemnitors shall have no Liability to indemnify or hold harmless the Selling Party Indemnitees pursuant to Section 1.2(b)(i) (other than claims arising from the Buyers' Fundamental Representations and claims of fraud, willful misconduct or intentional misrepresentation) with respect to Selling Party Indemnifiable Losses for which indemnification is provided thereunder unless the aggregate amount of such Selling Party Indemnifiable Losses exceeds $700,000, in which case the Buyer Indemnitors shall be liable for all such Selling Party Indemnifiable Losses back to the first dollar of such Selling Party Indemnifiable Losses. This Section 1.3(g) shall not apply to claims for indemnification brought by Selling Party Indemnitees pursuant to Section 1.2(b)(ii).

(h) Right of Set Off. Prior to the Final Release Date (as defined in the Escrow Agreement), any claims for Buyer Indemnifiable Losses shall first be made against the Escrow Amount as set forth in the Escrow Agreement. Following the Final Release Date, and upon written notice to the Selling Parties specifying in reasonable detail the basis therefor, the Buyers may set-off any amount to which a Buyer may be entitled to under this Agreement or any of the Transaction Agreements against amounts otherwise payable to a Selling Party pursuant to the Subordinated Convertible Seller Note, and then against payments due in respect of the Earn-Out Agreements. The exercise of such right of set-off by Buyer Indemnitees shall be made in good faith and will not constitute an event of default under this Agreement, the Transaction Agreements, the other Transaction Documents or any other agreement to which a Buyer Indemnitee and any Selling Party are a party. Neither the exercise of nor the failure to exercise such right of set-off will constitute an election of remedies or limit either Buyer or Parent in any manner in the enforcement of any other remedies that may be available to it.

(i) Construction Regarding Overlap Between Warranties and Representations. In determining whether the Liability Cap or Special Liability Cap is applicable to a claim, warranties and representations contained in Article 2 of the Purchase Agreement and Article 2 of the Merger Agreement shall not be considered agreements, covenants or obligations for purposes of Sections 1.2(a)(ii) or 1.2(b)(ii) of this Agreement under any rule of law or equity; provided, however, that nothing in this Section 1.3(i) shall limit any Buyer Indemnitee's ability to recover any Buyer Indemnified Losses arising as a result of a breach by a Selling Party or Del Monte of any covenant, agreement or obligation contained in the Purchase Agreement or the Merger Agreement regardless of whether a Buyer Indemnitee also has a claim for indemnification pursuant to Section 1.2(b)(i) of this Agreement.

(j) Cooperation. An Indemnified Party shall, at the Indemnifying Party's request, reasonably cooperate in the defense of any third-party claim subject to indemnification hereunder at the Indemnifying Party's expense.

1.4 Matters Involving Third Parties

(a) Promptly after receipt by an Indemnified Party of written notice of the commencement of any claim by a third party against it, such Indemnified Party will, if a claim is to be made against an Indemnifying Party, give prompt written notice to the Indemnifying Party of the commencement of such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any Liability that it may have to any Indemnified Party, except as otherwise provided in Section 1.1 of this Agreement and except to the extent that the Indemnifying Party demonstrates that the defense of such Proceeding is materially prejudiced by the Indemnified Party's failure to give such written notice.

(b) If any claim referred to in Section 1.4(a) is brought against an Indemnified Party and it gives written notice to the Indemnifying Party of the commencement of such third-party claim, the Indemnifying Party will, unless the claim involves the Indemnified Party's Taxes, be entitled to participate in such third-party claim and, to the extent that it desires, assume the defense of such third-party claim at its sole cost and expense with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing sentence, if (i) the Indemnifying Party is also a party to such third-party claim and the Indemnified Party determines in good faith that joint representation would be inappropriate; or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend such third-party claim and provide indemnification with respect to such third-party claim, then both the Indemnifying Party and the Indemnified Party may defend against the claim and each will bear its own costs and fees of defense. If the Indemnifying Party assumes the defense of such third-party claim, it shall promptly provide written notice of its intent to do so, and after such written notice is provided, the Indemnifying Party will not (as long as it diligently conducts such defense) be liable to the Indemnified Party for any attorney fees or any other expenses (other than reasonable third-party costs of investigation incurred in connection with requests by the Indemnifying Party) thereafter incurred by the Indemnified Party in the defense of such third-party claim. If the Indemnifying Party assumes the defense of a third-party claim such assumption will conclusively establish for purposes of this Agreement that the claims made in that third-party claim are within the scope of and subject to the Indemnifying Party's obligations to defend, indemnify and hold harmless the Indemnified Party hereunder, and if (A) the compromise or settlement of such third-party claim does not involve anything other than the payment of money by the Indemnifying Party; (B) the settlement or compromise of such third-party claim includes an unconditional release of the Indemnified Party; and (C) the Indemnified Party shall have no liability with respect to any settlement or compromise entered into without its consent, any compromise or settlement of such third-party claim may be effected solely by the Indemnifying Party; otherwise any compromise or settlement shall require the consent of the Indemnified Party, which consent shall not be unreasonably conditioned, withheld or delayed. If written notice is given to an Indemnifying Party of the commencement of any third-party claim and the Indemnifying Party does not, within twenty (20) days after the Indemnified Party provides written notice of the third-party claim to the Indemnifying Party (or, if earlier, by the tenth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the Person asserting the claim), give written notice to the Indemnified Party of its election to assume the defense of such third-party claim, the Indemnified Party may defend such claim, and if the Indemnified Party assumes the defense of any such claim, no compromise or settlement of any such claim shall be made without the Indemnifying Party's consent, which shall not be unreasonably conditioned, withheld or delayed. The decision of the Indemnifying Party not to assume the defense of any claim shall not in any way prejudice the Indemnifying Party's position that it is not legally or equitably required to do so under this Agreement. If the Indemnified Party assumes the defense of any third-party claim pursuant to the immediately preceding sentence, the Indemnifying Party may if it decides to do so participate in the defense of such third-party claim at its sole cost and expense.

(c) Notwithstanding the foregoing, if an Indemnified Party demonstrates that there is a reasonable probability that a third-party claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may in its sole discretion, by written notice to the Indemnifying Party, assume the exclusive right to defend, compromise or settle such third-party claim, but the Indemnifying Party will not be bound by any determination, settlement or compromise of such third-party claim and shall have no obligation to indemnify the Indemnifying Party for Losses incurred by the Indemnified Party for such third-party claim.

1.5 Investigation. The right to indemnification, reimbursement or other remedy based on the representations, warranties, covenants and obligations of the Parties under the Transaction Documents will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation herein or therein.

ARTICLE II. DEFINITIONS

2.1 Defined Terms. For the purposes hereof, the following terms have the meanings set forth below:

(a) "Acquired Assets" has the meaning set forth in the Purchase Agreement.

(b) "Agreement" has the meaning set forth in the preamble.

(c) "Assets Buyer" has the meaning set forth in the preamble.

(d) "Assets Purchase Price" means the Purchase Price as defined in the Purchase Agreement.

(e) "Bulk Sales Ordinance" has the meaning set forth in the Purchase Agreement.

(f) "Bulk Sales Statutes" has the meaning set forth in the Purchase Agreement.

(g) "Business" means the business conducted by the Companies immediately prior to the signing of the Purchase Agreement and the Merger Agreement, including but not limited to the sale and distribution of food products and other items sold for use in the operations of one of the Companies' Customer's business.

(h) "Buyer Indemnifiable Losses" has the meaning set forth in Section 1.2(a).

(i) "Buyer Indemnitees" has the meaning set forth in Section 1.2(a).

(j) "Buyer Indemnitors" has the meaning set forth in Section 1.2(b).

(k) "Buyers' Fundamental Representations" has the meaning set forth in Section 1.1(b).

(l) "Buyers" has the meaning set forth in the preamble.

(m) "Closing" means, collectively, the consummation of the transactions contemplated by and the delivery of related documents, instruments and agreements provided for in the Transaction Documents.

(n) "Closing Date" means the date hereof.

(o) "Closing Date Net Working Capital" has the meaning set forth in the Purchase Agreement and the Merger Agreement.

(p) "Code" means the Internal Revenue Code of 1986, as amended.

(q) "Companies" has the meaning set forth in the preamble.

(r) "Company Seller" or "Company Sellers" has the meaning set forth in the preamble.

(s) "D. DeBenedetti" has the meaning set forth in the preamble.

(t) "Del Monte" has the meaning set forth in the preamble.

(u) "DM Shareholders" has the meaning set forth in the preamble.

(v) "Earn-Out Amount" has the meaning set forth in the Purchase Agreement.

(w) "Effective Time" means 12:01 a.m. PDT on the Closing Date.

(x) "Escrow Amount" has the meaning set forth in the Transaction Agreements.

(y) "Excluded Asset" has the meaning set forth in the Purchase Agreement.

(z) "Excluded Liabilities or Excluded Liability" has the meaning set forth in the Purchase Agreement.

(aa) "Government Entity" means individually, and "Government Entities" means collectively, the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, including any court, in each case having jurisdiction over any of the Companies.

(bb) "Indemnified Party" has the meaning set forth in Section 1.2(c).

(cc) "Indemnifying Party" has the meaning set forth in Section 1.2(d).

(dd) "J. DeBenedetti" has the meaning set forth in the preamble.

(ee) "Knowledge" or "Known" or "Knows" means, with respect to any Person, actual knowledge after reasonable inquiry and investigation and in the case of any of the Companies, includes the Knowledge of J. DeBenedetti, V. DeBenedetti, T. Lincoln, Kevin Lee, Bill Burch, Vince Licata, Dave Schamun and Patti Sanders and in the case of the Buyers includes Christopher Pappas, John Austin and Alexandros Aldous.

(ff) "Laws" means all statutes, laws, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, assessments, awards, acts or decrees of any Government Entity.

(gg) "Liability" shall mean collectively, Liability as defined in the Purchase Agreement and Liability as defined as Merger Agreement.

(hh) "Liability Cap" has the meaning set forth in Section 1.3(a).

(ii) "Lincoln" has the meaning set forth in the preamble.

(jj) "Loss" or "Losses" shall mean all claims, demands, suits, Proceedings, judgments, losses, lost profits or multiple of lost profits, Liabilities, damages (including consequential damages), Taxes, costs, diminution of value and expenses of every kind and nature (including reasonable attorneys' fees and costs of investigation).

(kk) "Member" or "Members" has the meaning set forth in the preamble.

(ll) "Merger Agreement" has the meaning set forth in the recitals.

(mm) "Merger Purchase Price" means the Merger Consideration as defined in the Merger Agreement.

(nn) "Merger Sub" has the meaning set forth in the preamble.

(oo) "Parent" has the meaning set forth in the preamble.

(pp) "Party" or "Parties" has the meaning set forth in the preamble.

(qq) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Government Entity or any department, agency or political subdivision thereof.

(rr) "Pre-Closing Liabilities" has the meaning set forth in the Transaction Agreements.

(ss) "Purchase Agreement" has the meaning set forth in the recitals.

(tt) "Purchase Price" means the sum of (i) the Assets Purchase Price, (as defined in the Purchase Agreement), plus (ii) the Merger Consideration (as defined in the Merger Agreement).

(uu) "Seafood" has the meaning set forth in the preamble.

(vv) "Selling Parties' Fundamental Representations" has the meaning set forth in Section 1.1(b).

(ww) "Selling Parties' Representative" has the meaning set forth in the preamble.

(xx) "Selling Parties' Special Representations" has the meaning set forth in Section 1.1(c).

(yy) "Selling Party" or "Selling Parties" has the meaning set forth in the preamble.

(zz) "Selling Party Indemnifiable Losses has the meaning in Section 1.2(b).

(aaa) "Selling Party Indemnitees" has the meaning set forth in Section 1.2(b).

(bbb) "Selling Party Indemnitors" has the meaning set forth in Section 1.2(a).

(ccc) "Service" has the meaning set forth in the preamble.

(ddd) "Service Shareholder" or "Service Shareholders" has the meaning set forth in the preamble.

(eee) "Shareholder" or "Shareholders" has the meaning set forth in the preamble.

(fff) "Special Liability Cap" has the meaning set forth in Section 1.3(b).

(ggg) "Straddle Period" has the meaning set forth in the Merger Agreement.

(hhh) "Subordinated Convertible Seller Note" means that certain Subordinated Convertible Note, dated as of the Closing Date, issued by Assets Buyer in favor of either of the Company Sellers.

(iii) "Tax" or "Taxes" means (i) federal, state, province, county, local, foreign or other income, gross receipts, ad valorem, franchise, profits, sales or use, transfer, registration, excise, utility, environmental, communications, real or personal property, capital stock, license, payroll, wage or other withholding, employment, unemployment, social security, severance, stamp, occupation, alternative or add-on minimum, estimated, customs duties, fees, assessments charges and other taxes of any kind whatsoever, whether disputed or not, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i) above, and (iii) all amounts described in clauses (i) and (ii) above payable as a result of having been a member of a consolidated, combined, affiliated or unitary group.

(jjj) "Transaction Agreements" has the meaning set forth in the recitals.

(kkk) "Transaction Documents" means this Agreement, the Transaction Agreements, and all other agreements and documents contemplated hereby and thereby.

(lll) "Transfer Taxes" has the meaning set forth in the Purchase Agreement.

(mmm) "Treasury Regulation" means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section shall be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

(nnn) "Trust" has the meaning set forth in the preamble.

(ooo) "V. DeBenedetti" has the meaning set forth in the preamble.

2.2 Hereof; Herein; Etc. The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" (or any variation thereof) are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

2.3 Singular; Plural; Etc. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. All references to "dollars" or "$" mean United States dollars. The term "foreign" shall mean non-United States.

ARTICLE III. MISCELLANEOUS

3.1 Remedies. Following the Closing and except as specifically provided for elsewhere in this Agreement or the Transaction Agreements, the indemnity obligations under Article I shall be the sole and exclusive remedy for any breach of any representation or warranty of this Agreement or the Transaction Agreements (other than for claims of fraud, willful misconduct or intentional misrepresentation). All available rights and remedies shall be cumulative and non-exclusive, and may be exercised singularly or concurrently. One or more successive actions may be brought, either in the same action or in separate actions, as often as is deemed advisable, until all of the obligations to such Person are paid and performed in full. In any action arising out of or relating to the Transaction Agreements or this Agreement, including any interpretation or enforcement thereof, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and disbursements incurred in such action or an appeal from the non-prevailing party. Nothing contained in this Agreement shall limit or restrict any Person who is a party to any agreement to be entered into at the closing of the transactions contemplated by the Transaction Agreements to obtain damages or any other legal or equitable relief from any Person who is a party to any such agreement in connection with any breach of such agreement.

3.2 Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by the Buyers, Parent and the Selling Parties' Representative. No course of dealing between or among the Parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such Party or such holder under or by reason of this Agreement.

3.3 Successors and Assigns. This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by the Selling Parties or the Selling Parties' Representative without the prior written consent of the Buyers and Parent, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by the Buyers and Parent without the prior written consent of the Selling Parties' Representative.

3.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3.5 Counterparts. This Agreement may be executed in counterparts (including by means of electronically transmitted signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

3.6 Descriptive Headings; Interpretation. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.7 Entire Agreement. This Agreement, the Transaction Agreements and the agreements and documents referred to herein and therein contain the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way. Except as expressly set forth in this Agreement and the Transaction Agreements (or as set forth in any certificate delivered pursuant to this Agreement or the Transaction Agreements), no Party hereto has made any representations or warranties of any kind to any other Party hereto with respect to the transactions contemplated hereby and none shall be implied.

3.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

3.9 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Law of the State of New York shall control the interpretation and construction of this Agreement, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

3.10 Venue. THE BUYERS, PARENT, THE SELLING PARTIES AND THE SELLING PARTIES' REPRESENTATIVE IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR U.S. FEDERAL COURT LOCATED IN NEW YORK COUNTY OVER ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE BUYERS, PARENT, THE SELLING PARTIES AND THE SELLING PARTIES' REPRESENTATIVE HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH PROCEEDING MAY BE HELD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE BUYERS, PARENT, THE SELLING PARTIES AND THE SELLING PARTIES' REPRESENTATIVE AGREE THAT A FINAL JUDGMENT IN ANY SUCH PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. THE BUYERS, PARENT, THE SELLING PARTIES AND THE SELLING PARTIES' REPRESENTATIVE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY HAVE TO THE LAYING OF VENUE IN NEW YORK COUNTY AND ANY OBJECTION TO ANY PROCEEDING IN NEW YORK COUNTY AS THE BASIS OF AN INCONVENIENT FORUM OR THAT THE VENUE OF THE PROCEEDING IS IMPROPER. THE BUYERS, PARENT, THE SELLING PARTIES AND THE SELLING PARTIES' REPRESENTATIVE HEREBY FURTHER WAIVE SERVICE OF PROCESS AND CONSENT TO PROCESS BEING SERVED IN ANY SUCH PROCEEDINGS BY MAILING OF COPIES THEREOF BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR DISPATCHED THROUGH A REPUTABLE OVERNIGHT COURIER SERVICE, ADDRESSED TO THE BUYERS, PARENT, THE SELLING PARTIES OR THE SELLING PARTIES' REPRESENTATIVE AT THEIR RESPECTIVE ADDRESSES APPEARING IN THIS AGREEMENT, AND AGREE THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND WRITTEN NOTICE THEREOF.

3.11 Written Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally, five (5) Business Days after being sent by U.S. First Class mail (postage prepaid), or one (1) Business Day after dispatch to a reputable overnight courier service (charges prepaid). Such written notices, demands and other communications shall be sent to the Buyers, Parent and the Selling Parties at the addresses indicated below or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. All written notices, demands and other communications hereunder may be given by any other means (including telecopy or electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

Assets Buyer; Merger Sub; Parent:

Del Monte Capitol Meat Company, LLC
Del Monte Merger Sub, LLC
c/o The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, CT 06877
Attn: Alexandros Aldous, General Counsel

with copies to (which shall not constitute written notice to Buyer):

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: D. Scott Holley, Esq.

Selling Parties' Representative:

John DeBenedetti
c/o TPBS, LLP
1545 River Park Dr.
Suite 375
Sacramento, CA 95815

Selling Parties:

c/o TPBS, LLP
1545 River Park Dr.
Suite 375
Sacramento, CA 95815

with copies to (which shall not constitute written notice to the Selling Parties' Representative)

Wagner Kirkman Blaine
Klomparens & Youmans LLP
10640 Mather Blvd., Suite 200
Mather, CA 95655
Attn: Belan Kirk Wagner

3.12 No Strict Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement.

3.13 Selling Parties' Representative.

(a) Appointment. John DeBenedetti, as the Selling Parties' Representative, shall be constituted and appointed as agent for and on behalf of each Selling Party to give and receive written notices and communications, to agree to, negotiate and enter into, on behalf of the Selling Parties, amendments, consents and waivers under this Agreement pursuant to the terms set forth herein, to make and receive payments on behalf of the Selling Parties pursuant to the terms set forth herein, to take such other actions as authorized by this Agreement, and to take all actions necessary or appropriate in the judgment of the Selling Parties' Representative for the accomplishment of the foregoing. If at any time the Selling Parties' Representative resigns, dies or becomes incapable of acting, the Selling Parties shall choose another Person to act as the Selling Parties' Representative under this Agreement. The Selling Party Indemnitees may not make a claim for indemnity against either Buyer or Parent pursuant to this Agreement except through the Selling Parties' Representative. Once the Selling Parties' Representative has initiated such a claim for indemnity, the Selling Parties' Representative may enforce, prosecute and settle such claim without further directions from the Selling Party Indemnitees, and all acts and decisions of the Selling Parties' Representative in connection with such matter shall be binding on all the Selling Party Indemnitees. No bond shall be required of the Selling Parties' Representative, and the Selling Parties' Representative shall receive no compensation for services provided hereunder. Written notices or communications to or from the Selling Parties' Representative shall constitute written notice to or from each Selling Party.

(b) Counsels'/Experts' Reimbursement. The Selling Parties' Representative will be entitled to engage such counsel, experts and other agents as the Selling Parties' Representative deems necessary or proper in connection with performing the Selling Parties' Representative's obligations hereunder, and will be promptly reimbursed by the Selling Parties for all reasonable expenses, disbursements and advances incurred by the Selling Parties' Representative in such capacity upon demand. Each Selling Party shall indemnify and hold harmless the Selling Parties' Representative pro rata based upon such Selling Party's pro rata share of the Purchase Price, from any and all Losses that are incurred by the Selling Parties' Representative as a result of actions taken, or actions not taken, by the Selling Parties' Representative herein, except to the extent that such Losses arise from the gross negligence or willful misconduct of the Selling Parties' Representative. The Selling Parties' Representative shall not be liable to the Selling Parties for any act done or omitted hereunder as the Selling Parties' Representative, excluding acts which constitute gross negligence or willful misconduct.

(c) Authority. A decision, act, consent or instruction of the Selling Parties' Representative in respect of any action under this Agreement shall constitute a decision of all of the Selling Parties and shall be final, binding and conclusive upon each such Selling Party and each of the Buyers and Parent may rely upon any decision, act, consent or instruction of the Selling Parties' Representative hereunder as being the decision, act, consent or instruction of each and every such Selling Party. Each of the Buyers and Parent is hereby relieved from any Liability to any Person (including any Selling Party) for any acts done by either of the Buyers or Parent in accordance with such decision, act, consent or instruction of the Selling Parties' Representative.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Indemnification Agreement as of the date first written above.

ASSETS BUYER:

DEL MONTE CAPITOL MEAT COMPANY, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: Corporate Secretary and General Counsel

MERGER SUB:

DEL MONTE MERGER SUB, LLC

By: /s/ Alexandros Aldous
Name Alexandros Aldous
Title: Corporate Secretary and General Counsel

PARENT:

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: Corporate Secretary and General Counsel

SELLING PARTIES:

DEL MONTE CAPITOL MEAT CO., INC.

By: /s/ David DeBenedetti
Name: David DeBenedetti
Title: President

T.J. FOODSERVICE CO., INC.

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

TJ SEAFOOD, LLC

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

DEBENEDETTI/DEL MONTE TRUST

By: /s/ Robert Tate
Name: Robert Tate
Title: Trustee

By: /s/ Victoria DeBenedetti
Name: Victoria DeBenedetti

By: /s/ David DeBenedetti
Name: David DeBenedetti

By: /s/ John DeBenedetti
Name: John DeBenedetti

By: /s/ Theresa Lincoln
Name: Theresa Lincoln

THE SELLING PARTIES' REPRESENTATIVE

By: /s/ John DeBenedetti
Name: John DeBenedetti

Exhibit 10-1

AMENDMENT NO. 5

Dated as of April 6, 2015

to

AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDMENT NO. 5 (this "Amendment") is made as of April 6, 2015 by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Collateral Agent (in such capacity, the "Collateral Agent"), under that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013, by and among the Borrowers, the other Loan Parties party thereto, the Lenders, the Administrative Agent and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Borrowers have requested that the requisite Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement; and

WHEREAS, the Borrowers, the Lenders party hereto and the Administrative Agent have so agreed on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. Amendments to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

(a) The definition of "Prudential Financing" appearing in Section 1.01 of the Credit Agreement is hereby amended to (x) replace the figure "$100,000,000" set forth therein with the figure "$125,000,000" and (y) replace the reference to "April 17, 2023" set forth therein with "(i) April 17, 2023, in the case of the Prudential Series A Notes, and (ii) October 17, 2020, in the case of the Prudential Series B Notes,".

(b) The definition of "Prudential Notes" appearing in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

""Prudential Notes" means, collectively, (i) the Prudential Series A Notes and (ii) the Prudential Series B Notes."

(c) Section 1.01 of the Credit Agreement is hereby amended to insert the following new definitions in the appropriate alphabetical order:

""Prudential Series A Notes" means the Guaranteed Senior Secured Notes due April 17, 2023 issued by the Prudential Note Co-Issuers pursuant to the terms of the Prudential Note Agreement in connection with the Prudential Financing, as they may be amended, restated, supplemented or otherwise modified from time to time."

""Prudential Series B Notes" means the 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 issued by the Prudential Note Co-Issuers pursuant to the terms of the Prudential Note Agreement in connection with the Prudential Financing, as they may be amended, restated, supplemented or otherwise modified from time to time."

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that:

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrowers, the Required Lenders, and the Administrative Agent;

(b) the Administrative Agent shall have received counterparts of the Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Loan Guarantors; and

(c) the conditions precedent to the effectiveness of that certain Amendment No. 4 to the Credit Agreement, dated as of January 9, 2015, shall have been satisfied.

3. Authorization of Agents. Each Lender party hereto hereby consents to and authorizes each of the Agents to execute and deliver an amendment to the Intercreditor Agreement, substantially in the form set forth on Exhibit B hereto.

4. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as amended hereby constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Loan Parties set forth in the Credit Agreement, as amended hereby, are true and correct in all material respects (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date).

5. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a "Loan Document" under (and as defined in) the Credit Agreement.

6. Release of Claims.

(a) Each of the Loan Parties, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent, the Collateral Agent and each of the Lenders, their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Administrative Agent, the Collateral Agent, the Lenders and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of setoff, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any of the Loan Parties or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in each case in connection with the Credit Agreement or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each of the Loan Parties understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

7. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

8. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

9. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

DAIRYLAND USA CORPORATION

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

BEL CANTO FOODS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

JPMORGAN CHASE BANK, N.A.,
individually as a Lender, as the Swingline Lender, as the Issuing Bank, as Administrative Agent and as Collateral Agent

By: /s/ Diane Bredehoft
Name: Diane Bredehoft
Title: Authorized Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Thomas Pizzo
Name: Thomas Pizzo
Title: Senior Vice President

Signature Page to Amendment No. 5 to
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013
The Chefs' Warehouse, Inc. *et al*

BMO HARRIS FINANCING, INC.,
as a Lender

By: /s/ Mark W. Piekos
Name: Mark W. Piekos
Title: Managing Director

GE CAPITAL BANK, formerly known as GE CAPITAL FINANCIAL INC.,
as a Lender

By: /s/ Woodrow Broaders Jr.
Name: Woodrow Broaders Jr.
Title: Duly Authorized Signatory

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Kenneth M. Blackwell
Name: Kenneth M. Blackwell
Title: Senior Vice President

Signature Page to Amendment No. 5 to
Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013
The Chefs' Warehouse, Inc. *et al*

EXHIBIT A

Consent and Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 5 to Amended and Restated Credit Agreement with respect to that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the other Loan Parties party thereto, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), which Amendment No. 5 to Amended and Restated Credit Agreement is dated as of April 6, 2015 and is by and among the Borrowers, the financial institutions listed on the signature pages thereof and the Administrative Agent (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Without in any way establishing a course of dealing by the Administrative Agent, the Collateral Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Loan Guaranty and any other Loan Document executed by it and acknowledges and agrees that the Loan Guaranty and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated April 6, 2015

[Signature Page Follows]

IN WITNESS WHEREOF, this Consent and Reaffirmation has been duly executed as of the day and year above written.

DAIRYLAND USA CORPORATION

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

BEL CANTO FOODS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CHEFS' WAREHOUSE PARENT, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZ ACQUISITION (USA), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC., a Florida corporation

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC., a Washington corporation

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CW LV REAL ESTATE LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

ALLEN BROTHERS 1893, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE GREAT STEAKHOUSE STEAKS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

EXHIBIT B

Amendment to Intercreditor Agreement

[Attached]

AMENDMENT NO. 1
TO
INTERCREDITOR AGREEMENT

THIS AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT (this "Amendment"), dated as of April 6, 2015, is entered into by and between JPMorgan Chase Bank, N.A., as Agent (in such capacity, the "Agent") and Collateral Agent (in such capacity, the "Collateral Agent") and the holders of the Pru Notes listed on the signature pages hereof (collectively, the "Pru Noteholders"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Intercreditor Agreement referenced below.

WITNESSETH

WHEREAS, the Agent, the Collateral Agent and the Pru Noteholders are parties to an Intercreditor Agreement, dated as of April 17, 2013 (as previously amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"); and

WHEREAS, the Agent, the Collateral Agent and the Pru Noteholders have agreed to amend the Intercreditor Agreement pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendments. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the Intercreditor Agreement is hereby amended as follows:

(a) The second WHEREAS clause in the recitals to the Intercreditor Agreement is hereby amended and restated to read as follows:

> WHEREAS, the Pru Noteholders listed on Annex II attached hereto are the holders of (i) the Guaranteed Senior Secured Notes due April 17, 2023 in an aggregate principal amount of $100,000,000 (collectively, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series A Pru Notes") and (ii) the 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 in an aggregate principal amount of $25,000,000 (collectively, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series B Pru Notes"; the Series A Pru Notes and the Series B Pru Notes are collectively referred to herein as the "Pru Notes"), in each case, issued pursuant to a Note Purchase and Guarantee Agreement, dated as of the date hereof between the Loan Parties, on the one hand, and the Pru Noteholders listed on Annex II attached hereto and such other noteholders as may acquire notes thereunder as therein provided, on the other hand (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pru Note Agreement");

(b) The definition of "Collateral Agent's Expenses" set forth in Section 1 of the Intercreditor Agreement is hereby amended to replace the phrase "and each Collateral Document" with the phrase ", each Collateral Document and each Specified Transaction Document".

(c) Section 1 of the Intercreditor Agreement is hereby amended to add the following new term and related definition therein:

> "Specified Transaction Documents" means, collectively, (i) that certain Subordination Agreement, dated as of April 6, 2015, by and between T.J. Foodservice Co., Inc. and TJ Seafood, LLC, as the Noteholders, and the Collateral Agent and (ii) each other document designated from time to time as a "Specified Transaction Document" hereunder by the Agent, the Pru Noteholders, and the Collateral Agent, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(d) Section 2 of the Intercreditor Agreement is hereby amended to replace, in each of the four instances, the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(e) Section 3 of the Intercreditor Agreement is hereby amended to (i) add the phrase "and the Specified Transaction Documents" immediately following the phrase "under the Collateral Documents" set forth therein, (ii) add the phrase "or the Specified Transaction Documents" immediately following the phrase "under any of the Collateral Documents" set forth therein and (iii) replace the phrase "or any Collateral Document" set forth therein with the phrase ", any Collateral Document or any Specified Transaction Document".

(f) Section 4 of the Intercreditor Agreement is hereby amended and restated to read as follows:

> Authorization to Execute Collateral Documents and Specified Transaction Documents. If the Collateral Agent receives written notice from either the Agent or a Pru Noteholder at any time or from time to time hereunder that Collateral Documents in connection with the grant of a security interest in and lien against the assets of a Borrower and/or a Guarantor or that Specified Transaction Documents, in either case, are required pursuant to the Bank Credit Agreement or the Pru Note Agreement, the Collateral Agent is authorized to and shall execute and deliver such Collateral Documents or such Specified Transaction Documents, as applicable, as the Agent or such Pru Noteholder shall direct requiring execution and delivery by it and is authorized to and shall accept delivery from any Borrower of such Collateral Documents or such Specified Transaction Documents, as applicable, as the Agent or the Pru Noteholder shall direct which do not require execution by the Collateral Agent, provided, however, that the Collateral Agent shall not execute a Collateral Document or Specified Transaction Document providing for a lien on real property without the approval of the Requisite Secured Parties.

(g) Section 5 of the Intercreditor Agreement is hereby amended to (i) replace the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents" and (ii) replace the phrase "or any Collateral Document" with the phrase ", any Collateral Document or any Specified Transaction Document".

(h) Section 6 of the Intercreditor Agreement is hereby amended to add the phrase "and Specified Transaction Documents" immediately following the phrase "any of the Collateral Documents".

(i) Section 7 of the Intercreditor Agreement is hereby amended to (i) replace the phrase "and any of the Collateral Document" with the phrase ", any of the Collateral Documents and any of the Specified Transaction Documents", (ii) replace the phrase "or any of the Collateral Documents" with the phrase ", any of the Collateral Documents or any of the Specified Transaction Documents" and (iii) replace the phrase "and the Collateral Documents" with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(j) Sections 11 and 12 of the Intercreditor Agreement is hereby amended to replace, in each instance, the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(k) Section 13 of the Intercreditor Agreement is hereby amended to (i) replace, in each of the two instances, the phrase "any Collateral Document or Guaranty" set forth therein with the phrase "any Collateral Document, Specified Transaction Document or Guaranty" and (ii) replace the phrase "any Collateral Document, Guaranty" set forth therein with the phrase "any Collateral Document, Specified Transaction Document, Guaranty".

(l) Section 14 of the Intercreditor Agreement is hereby amended to (i) add the phrase "or Specified Transaction Document" immediately following the phrase "under any Collateral Document" and (ii) add the phrase "and the Specified Transaction Documents" immediately following the phrase "and under the Collateral Documents".

(m) Section 16 of the Intercreditor Agreement is hereby amended to (i) add the phrase ", Specified Transaction Documents" immediately following the phrase "under its Collateral Documents," set forth therein and (ii) add, in each instance, the phrase "or the Specified Transaction Documents" immediately following the phrase "of the Collateral Documents" set forth therein.

(n) Section 18 of the Intercreditor Agreement is hereby amended to add, in each of the three instances, the phrase "and the Specified Transaction Documents" immediately following the phrase "under the Collateral Documents" set forth therein.

(o) Section 21 of the Intercreditor Agreement is hereby amended to (i) add the phrase "and the Specified Transaction Documents" at the end of the title thereof and (ii) add the phrase "or any Specified Transaction Document" immediately following the phrase "any Collateral Document" set forth therein.

(p) Section 23 of the Intercreditor Agreement is hereby amended to add the phrase "or the Specified Transaction Documents" immediately after the phrase "under the Collateral Documents" set forth therein.

(q) Section 38 of the Intercreditor Agreement is hereby amended to add the phrase ", the Specified Transaction Documents," immediately following the phrase "the Collateral Documents" set forth therein.

(r) Annex I to the Intercreditor Agreement is hereby amended and restated to read as set forth on Exhibit A hereto.

Section 2. Conditions of Effectiveness. This Amendment shall be effective upon the execution by each of the parties hereto of a counterpart signature page to this Amendment.

Section 3. Effect on Intercreditor Agreement.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Intercreditor Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Intercreditor Agreement, as amended and modified hereby.

(b) Except as specifically amended and modified above, the Intercreditor Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

Section 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

Section 5. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 6. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile or other electronic transmission of the signature of any party hereto shall be effective as an original signature.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as the Agent and the Collateral Agent

By /s/ Diane Bredehoft
Name: Diane Bredehoft
Title: Authorized Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as a Pru Noteholder

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

PRUCO LIFE INSURANCE COMPANY, as a Pru Noteholder

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Assistant Vice President

PRUDENTIAL ARIZONA REINSURANCE CAPTIVE COMPANY, as a Pru Noteholder

By: Prudential Investment Management, Inc.,
as investment manager

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, as a Pru Noteholder

By: Prudential Investment Management, Inc.,
as investment manager

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

Acknowledged and agreed as of the date first written above:

DAIRYLAND USA CORPORATION

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

BEL CANTO FOODS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CHEFS' WAREHOUSE PARENT, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZ ACQUISITION (USA), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC., a Florida corporation

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC., a Washington corporation

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CW LV REAL ESTATE LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

ALLEN BROTHERS 1893, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE GREAT STEAKHOUSE STEAKS, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

Exhibit A

NOTICE INFORMATION: Any notice or other information required to be delivered hereunder to the Agent, the Banks and/or the Collateral Agent shall be delivered to the following:

JPMorgan Chase Bank, N.A.
106 Corporate Park Drive
White Plains, New York 10604-3806
Attention: Diane Bredehoft
Telecopy No.: 914-993-7909
diane.bredehoft@chase.com

Exhibit 10.2

*A request for confidential treatment has been made with respect to the portions of the following document that are marked [*CONFIDENTIAL*]. The redacted portions have been filed separately with the SEC.*

EXECUTION VERSION

DAIRYLAND USA CORPORATION
THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC
BEL CANTO FOODS, LLC
THE CHEFS' WAREHOUSE WEST COAST, LLC
THE CHEFS' WAREHOUSE OF FLORIDA, LLC

SUPPLEMENTAL NOTE PURCHASE AND GUARANTEE AGREEMENT AND AMENDMENT AGREEMENT

Additional Issuance of:

$25,000,000 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020

April 6, 2015

TABLE OF CONTENTS

DAIRYLAND USA CORPORATION
THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC
BEL CANTO FOODS, LLC
THE CHEFS' WAREHOUSE WEST COAST, LLC
THE CHEFS' WAREHOUSE OF FLORIDA, LLC

April 6, 2015

To each of the purchasers named
on Schedule A attached hereto
(herein the "**Purchasers**")

Ladies and Gentlemen:

Dairyland USA Corporation, a New York corporation ("**Dairyland**"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("**CW Mid-Atlantic**"), Bel Canto Foods, LLC, a New York limited liability company ("**Bel Canto**"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("**CW West Coast**"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("**CW Florida**", and together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, collectively, the "**Issuers**"), and each of the Guarantors whose names appear on the signature pages hereto (together with the Issuers, collectively, the "**Obligors**") agree with each of the Purchasers as follows.

BACKGROUND:

A. Reference is made to that certain Note Purchase and Guarantee Agreement dated as of April 17, 2013, as amended by that certain Amendment No. 1 to Note Purchase and Guarantee Agreement dated as of July 23, 2014, that certain Amendment No. 2 to Note Purchase and Guarantee Agreement dated as of November 4, 2014, that certain Amendment No. 3 to Note Purchase and Guarantee Agreement dated as of December 3, 2014, and that certain Amendment No. 4 to Note Purchase and Guarantee Agreement dated as of January 9, 2015 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), among the Obligors and each of the Series A Purchasers (as defined below). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Note Purchase Agreement (as amended, modified and supplemented hereby, unless otherwise noted).

B. Pursuant to the Note Purchase Agreement, the purchasers listed in Schedule A thereto (collectively, the "**Series A Purchasers**") purchased $100,000,000 in aggregate principal amount of Guaranteed Senior Secured Notes due April 17, 2023 of the Issuers (herein, together with any amendments or other modifications thereto, and any notes issued in exchange therefor or replacement thereof, in each case, pursuant to the requirements of the Note Purchase Agreement, collectively the "**Series A Notes**").

C. The Chefs Warehouse, Inc., a Delaware corporation (the "**Company**") has decided to acquire, directly or indirectly, all of the issued and outstanding capital of the Specified Target pursuant to terms and conditions reasonably acceptable to the Required Holders.

D. At the present time, the Issuers request, and the Series A Purchasers and the purchasers of Series B Notes (as defined below) listed in Schedule A hereto (collectively, the "**Series B Purchasers**" and, together with the Series A Purchasers, collectively, the "**Purchasers**") have agreed to, (i) in the case of the Series B Purchasers, purchase the Series B Notes (as defined below) in order to finance, in part, the Specified Acquisition and (ii) make certain amendments and other modifications to the Note Purchase Agreement, all pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises above which are incorporated herein by this reference and constitute an integral part of this Agreement, the execution and delivery of this Agreement and the mutual covenants and agreements hereafter set forth, the parties hereto agree as follows:

AGREEMENTS:

1. AUTHORIZATION OF SERIES B NOTES; ETC.

A. The Issuers have authorized the issue and sale of $25,000,000 aggregate principal amount of their 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 (as amended, restated or otherwise modified from time to time pursuant to Section 18 of the Note Purchase Agreement and including any such notes issued in substitution therefor pursuant to Section 13 of the Note Purchase Agreement, collectively, the "**Series B Notes**"). The Series B Notes shall be substantially in the form set out in Exhibit 1A attached hereto.

B. The Series B Notes are to be guaranteed equally and ratably with the Series A Notes by the Guarantors.

C. The obligations of the Obligors under and pursuant to the Note Purchase Agreement, the Series A Notes and the Series B Notes, and the Bank Credit Agreement, shall be secured by the Collateral Documents subject to the terms of the Intercreditor Agreement.

2. SALE AND PURCHASE OF SERIES B NOTES. The Issuers will issue and sell to each Series B Purchaser, and each Series B Purchaser will purchase from the Issuers, at the Closing provided for in Section 3, Series B Notes in the principal amount specified opposite such Series B Purchaser's name in Schedule A attached hereto at the purchase price of 100% of the principal amount thereof. The Series B Purchasers' obligations hereunder are several and not joint obligations and no Series B Purchaser shall have any liability to any Person for the performance or non-performance of any obligation by any other Series B Purchaser hereunder.

3. CLOSING OF SERIES B NOTES. The sale and purchase of the Series B Notes to be purchased by each Series B Purchaser shall occur at the offices of Morgan, Lewis & Bockius LLP, One State Street, Hartford, Connecticut 06103, at 10:00 a.m., Eastern time, at a closing (the "**Closing**") on April 6, 2015 (the "**Effective Date**"). At the Closing, the Issuers will deliver to each Series B Purchaser the Series B Notes to be purchased by such Series B Purchaser in the form of a single Series B Note (or such greater number of Series B Notes in denominations of at least $100,000 as such Series B Purchaser may request) dated the date of the Closing and registered in such Series B Purchaser's name (or in the name of its nominee), against delivery by such Series B Purchaser to the Issuers or their order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Issuers to in accordance with the wiring instructions set forth in Exhibit 3 attached hereto. If at the Closing the Issuers shall fail to tender such Series B Notes to any Series B Purchaser as provided above in this Section 3, or any of the conditions specified in Section 4 of this Agreement shall not have been fulfilled to such Series B Purchaser's satisfaction, such Series B Purchaser shall, at its election, be relieved of all further obligations under this Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement (this "**Agreement**"), without thereby waiving any rights such Series B Purchaser may have by reason of any of the conditions specified in Section 4 of this Agreement not having been fulfilled to such Series B Purchaser's satisfaction or such failure by the Issuers to tender such Series B Notes.

4. CONDITIONS PRECEDENT. Each Series B Purchaser's obligation to purchase and pay for the Series B Notes to be purchased by it hereunder at the Closing and the effectiveness of the amendments to, and consents under, the Note Purchase Agreement and the other Financing Documents pursuant hereto, shall become effective as of the Effective Date after receipt by the Purchasers (or fulfillment to their satisfaction, as the case may be), prior to or at the Closing, of the following:

A. Agreement. This Agreement executed by the Obligors and the Purchasers.

B. Series B Notes. The Series B Notes executed by the Issuers in favor of the Series B Purchasers, in the form attached hereto as Exhibit 1A.

C. Amendment to Intercreditor Agreement. A fully executed copy of an amendment to the Intercreditor Agreement, which amendment shall be substantially in the form set forth on Exhibit 4C hereto and in full force and effect.

D. Amendment to Bank Credit Agreement. A fully executed copy of an amendment to the Bank Credit Agreement to permit the issuance of the Series B Notes, which amendment shall be substantially in the form set forth on Exhibit 4D hereto and in full force and effect.

E. Reaffirmation and Confirmation of Collateral Documents. A fully executed copy of a Reaffirmation and Confirmation of Collateral Documents, which reaffirmation and confirmation shall be substantially in the form set forth on Exhibit 4E hereto and in full force and effect.

F. Private Placement Number. A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for the Series B Notes;

G. Legal Opinions. Opinions in form and substance satisfactory to such Purchaser, dated the date of the Closing (i) from (A) Reed Smith LLP, counsel for the Obligors, (B) Garvey Schubert Barer, special Washington counsel to Qzina Specialty Foods, Inc., a Washington corporation, and (C) Angelo & Banta, P.A., special Florida counsel to Qzina Specialty Foods, Inc., a Florida corporation, in each case, covering such matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Obligors hereby instruct each of their counsel to deliver such opinions to the Purchasers) and (ii) from Morgan, Lewis & Bockius LLP, the Purchasers' special counsel in connection with such transactions, covering such matters incident to such transactions as such Purchaser may reasonably request.

H. Secretary's Certificate. An omnibus secretary's certificate, dated the date of the Closing, certifying as to (i) the resolutions of each Obligor attached thereto and other corporate or similar proceedings relating to the authorization, execution and delivery of the Series B Notes, this Agreement and the other documents to be delivered in connection therewith, as applicable, and (ii) each Obligor's organizational documents as then in effect.

I. Funds Flow Memorandum. A funds flow memorandum in form and substance reasonably acceptable to the Purchasers.

J. Funding Instructions. At least two Business Days prior to the date of the Closing, each Series B Purchaser shall have received written instructions signed by a Responsible Officer of the Issuer Representative confirming the account information specified in Exhibit 3, including (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Series B Notes is to be deposited.

K. UCCs Lien Searches. Copies of UCC searches with respect to the Obligors, each dated reasonably close to the date hereof, with the information reported thereon being acceptable to the Purchasers.

L. Purchase Permitted by Applicable Law, Etc. On the date of the Closing, such Series B Purchaser's purchase of Series B Notes shall (i) be permitted by the laws and regulations of each jurisdiction to which such Series B Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (ii) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (iii) not subject such Series B Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof. If requested by such Series B Purchaser, such Series B Purchaser shall have received an Officer's Certificate of the Obligors certifying as to such matters of fact as such Series B Purchaser may reasonably specify to enable such Series B Purchaser to determine whether such purchase is so permitted to the extent such matters of fact are not already included in the representations and warranties made by the Company in Section 5.

M. Specified Acquisition Conditions. The conditions precedent set forth in Section 4(e) and Section 4(g) of Amendment No. 4 to Note Purchase and Guarantee Agreement, dated as of January 9, 2015, by and among the Obligors and the Series A Purchasers, shall have been satisfied.

N. Expenses. The Obligors shall have paid all reasonable fees, expenses and disbursements incurred by the Purchasers at or prior to the time of the Closing in connection with the prior amendments and the transactions contemplated by this Agreement and the other Financing Documents, including, without limitation, the reasonable fees, expenses and disbursements of the Purchasers' special counsel and a reasonable estimate of fees, expenses and disbursements incurred or to be incurred by the Purchasers through the closing proceedings and post-closing (provided that such estimate shall not thereafter preclude final settling of accounts between the Obligors and the Purchasers).

O. Representations and Warranties Correct. The representations and warranties made by the Obligors herein and in the other Financing Documents shall have been true and correct in all material respects when made and shall be true and correct in all material respects at and as of the time of the Closing (other than those representations and warranties made as of a specific earlier date) (after giving effect to the transactions to be consummated at, or contemporaneously with, the Closing).

P. Performance; No Event of Default. The Obligors shall have performed all agreements and complied with all conditions contained herein and in the other Financing Documents required to be performed or complied with by them prior to or at the Closing, and at the time of the Closing, no condition which, if this Agreement were effective at such time, would constitute an Default or Event of Default shall exist and no condition shall exist which has result in or could reasonably be executed to result in, a Material Adverse Effect.

Q. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

5. REPRESENTATIONS AND WARRANTIES.

A. To induce the Purchasers to enter into this Agreement, each Obligor hereby certifies, represents and warrants to the Purchasers that:

(a) Authorization. Such Obligor is duly authorized to execute and deliver this Agreement and, in the case of an Issuer, the Series B Notes, and is and will continue to be duly authorized to perform its obligations under the Note Purchase Agreement (including, without limitation, the Guaranty, as applicable), as amended hereby, the Series B Notes (in the case of an Issuer) and each of the other Financing Documents to which such Obligor is a party.

(b) No Conflicts. The execution and delivery of this Agreement and, in the case of an Issuer, the Series B Notes, and the performance by such Obligor of its obligations under the Note Purchase Agreement (including, without limitation, the Guaranty, as applicable), as amended hereby, and the Series B Notes (in the case of an Issuer) do not and will not conflict with any provision of applicable law or of the bylaws, shareholders agreement, partnership agreement or other constitutive document of such Obligor or of any agreement binding upon such Obligor.

(c) Validity and Binding Effect. This Agreement, the Note Purchase Agreement, as amended hereby, and, in the case of an Issuer, the Series B Notes, are each a legal, valid, and binding obligation of such Obligor, enforceable against such Obligor in accordance with its respective terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(d) Compliance with Note Purchase Agreement. The representation and warranties set forth in Section 5 of the Note Purchase Agreement (other than those representations and warranties made as of a specific earlier date), as amended hereby, are true and correct in all material respects with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to the Purchasers and except for such changes as are specifically permitted under the Note Purchase Agreement. Such Obligor has complied with and is in compliance with all of the covenants set forth in the Note Purchase Agreement, as amended hereby, including, but not limited to, those set forth in Section 7, Section 9 and Section 10 thereof.

(e) No Event of Default. As of the date hereof, no Event of Default under Section 11 of the Note Purchase Agreement, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

(f) Offer of Notes; Investment Bankers. None of the Obligors nor any Person acting on their behalf (i) has directly or indirectly offered the Series B Notes or any part thereof or any similar securities for issue or sale to, or solicited any offer to buy any of the same from, anyone other than the Series B Purchasers, (ii) has taken or will take any action which would bring the issuance and sale of the securities within the provisions of Section 5 of the Securities Act or the registration or qualification provisions of any applicable blue sky or other securities laws, or (iii) has dealt with any broker, finder, commission agent or other similar Person in connection with the sale of the Series B Notes and the other transactions contemplated by this Agreement and the other Financing Documents.

(g) Compliance with Regulation U. No portion of the proceeds of the Series B Notes shall be used by the Obligors or any Affiliates of any Obligor, either directly or indirectly, for the purpose of purchasing or carrying any margin stock, within the meaning of Regulation U as adopted by the Board of Governors of the Federal Reserve System and no Issuer is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock.

(h) Complete Information. This Agreement, the other Financing Documents and all financial statements, schedules, certificates, confirmations, agreements, contracts, and other materials submitted to the Purchasers in connection with or in furtherance of this Agreement by or on behalf of any Obligor fully and fairly state, when taken as a whole, in all material respects, the matters with which they purport to deal, and, when taken as a whole, neither misstate any material fact nor, in the aggregate, fail to state any material fact necessary to make the statements made not misleading, in each case at the time made and in light of the circumstances in existence at such time; provided, however, that that it is understood that projections, budgets and other forward looking statements are not to be viewed as facts, that actual results during the period or periods covered by any such projections, budgets or other forward looking statements may differ from the projected, budgeted or estimated results and such differences may be material.

(i) Specified Acquisition. All consents, licenses or approvals required in connection with the Specified Acquisition have been obtained, other than those that the failure to obtain could not reasonably be expected to have a Material Adverse Effect. As of the date hereof, and immediately prior to and after giving effect to the Specified Acquisition, (i) the fair value of the Obligors' assets is greater than the amount of their liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated as required under the Section 548 of the United States Bankruptcy Code; (ii) the present fair saleable value of the Obligors' assets is not less than the amount that will be required to pay the probable liability on their debts as they become absolute and matured; (iii) the Obligors are able to realize upon their assets and pay their debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) the Obligors do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay as such debts and liabilities mature; and (v) the Obligors are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which their property would constitute unreasonably small capital. All references to the assets and liabilities of the Obligors in the previous sentence refer to the assets and liabilities of the Obligors, taken as a whole.

B. Each Series B Purchaser hereby certifies, represents and warrants to the Obligors that:

(a) Purchase for Investment. Each Series B Purchaser severally represents that it is purchasing the Series B Notes for its own account or for one or more separate accounts maintained by such Series B Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the lawful disposition of such Series B Purchaser's or their property shall at all times be within such Series B Purchaser's or their control. Each Series B Purchaser understands that the Series B Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Issuers are not required to register the Series B Notes.

(b) Accredited Purchaser. Each Series B Purchaser represents that it is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(c) Power and Authority. Each Series B Purchaser has the power and authority to enter into and perform this Agreement and the execution and performance hereof have been duly authorized by all proper and necessary action. This Agreement constitutes the valid and legally binding obligations of such Series B Purchaser, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws now or hereafter in effect affecting the enforcement of creditors' rights and the application of equitable principles.

6. USE OF PROCEEDS. The proceeds of the sale of the Series B Notes will be used on or after the Effective Date by the Issuers for the purposes specified on Exhibit 6 attached hereto.

7. COVENANTS OF THE OBLIGORS. So long as any of the Series B Notes shall remain outstanding, each of the Obligors will duly perform and observe, and will cause each of its Subsidiaries to duly perform and observe, for the benefit of the holders of such Series B Notes (as well as for the benefit of the holders of any of the other Notes) each and all of the covenants and agreements set forth in the Note Purchase Agreement and the other Financing Documents (as amended, modified and supplemented hereby and as the same may be further amended, modified and supplemented) as are applicable to Notes, all of which covenants and agreements are hereby incorporated herein by this reference. In addition, if any Event of Default (as defined in the Note Purchase Agreement or any of the other Financing Documents) shall occur and be continuing, the Series B Notes may be declared and become due and payable in the manner and with the effect provided in the Note Purchase Agreement and in each of the other Financing Documents, each as amended, modified and supplemented hereby and as the same may be further amended, modified and supplemented.

8. AMENDMENTS TO THE NOTE PURCHASE AGREEMENT.

A. Amendment to Section 1(a). Section 1(a) of the Note Purchase Agreement is amended and restated as follows:

"(a) The Issuers will authorize the issue and sale of (i) $100,000,000 aggregate principal amount of their Guaranteed Senior Secured Notes due April 17, 2023 (as amended, restated or otherwise modified from time to time pursuant to Section 18 and including any such notes issued in substitution therefor pursuant to Section 13, the "**Series A Notes**") and (ii) $25,000,000 aggregate principal amount of their 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 (as amended, restated or otherwise modified from time to time pursuant to Section 18 and including any such notes issued in substitution therefor pursuant to Section 13, the "**Series B Notes**" and, together with the Series A Notes, collectively, the "**Notes**"). The Notes shall be substantially in the forms set out in Schedule 1(a) and Schedule 1(b), respectively. Certain capitalized and other terms used in this Agreement are defined in Schedule B. References to a "Schedule" are references to a Schedule attached to this Agreement unless otherwise specified. References to a "Section" are references to a Section of this Agreement unless otherwise specified."

B. Amendment to Section 8.1. Section 8.1 of the Note Purchase Agreement is amended and restated in its entirety as follows:

"**Section 8.1. Required Prepayments**.

(a) Series A Notes. On each of April 17, 2018 and the Maturity Date, the Issuers will prepay $50,000,000 in aggregate principal amount (or such lesser principal amount as shall then be outstanding) of the Series A Notes at par and without payment of the Make-Whole Amount or any premium, *provided* that upon any partial prepayment of the Series A Notes pursuant to Section 8.2, Section 8.3, Section 8.4 or Section 8.8, the principal amount of each required prepayment of the Series A Notes becoming due under this Section 8.1 and the payment due on the Maturity Date on and after the date of such prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Notes is reduced as a result of such prepayment.

(b) Series B Notes. As provided therein, the entire unpaid principal amount of each Series B Note shall be due and payable on the Maturity Date thereof."

C. Amendment to Section 8.5. Section 8.5 of the Note Purchase Agreement is amended and restated in its entirety as follows:

"**Section 8.5. Allocation of Partial Prepayments**.

(a) In the case of each partial prepayment of the Notes pursuant to Section 8.2, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

(b) In the case of each partial prepayment of the Series A Notes pursuant to Section 8.1(a), the principal amount of the Series A Notes to be prepaid shall be allocated among all of the Series A Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

(c) In the case of each partial prepayment of the Series B Notes pursuant to Section 8.1(b), the principal amount of the Series B Notes to be prepaid shall be allocated among all of the Series B Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment."

D. Amendment to Section 13.2. Section 13.2 of the Note Purchase Agreement is amended and restated in its entirety as follows:

"**Section 13.2. Transfer and Exchange of Notes**. Upon surrender of any Note to the Issuer Representative at the address and to the attention of the designated officer (all as specified in Section 19(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten Business Days thereafter, the Issuers shall execute and deliver, at the Issuers' expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Schedule 1(a) or Schedule 1(b), as applicable. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Issuers may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes.

Notes shall not be transferred in denominations of less than $100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes of a series, one Note of such series may be in a denomination of less than $100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representations set forth in Sections 6.1, 6.2 and 6.4."

E. Other Amendments regarding the Notes. References in Section 2, Section 3 and Section 4 of the Note Purchase Agreement and in any related defined terms (to the extent such defined terms are used in such Sections) to "Notes" shall refer to the Series A Notes and not the Series B Notes.

F. Amendment to Schedule A. Schedule A to the Note Purchase Agreement is hereby amended and restated to be in the form of Schedule A attached hereto.

G. New Definitions. The following definitions are hereby added to Schedule B of the Note Purchase Agreement as follows:

"**Series A Notes**" shall have the meaning specified in Section 1(a).

"**Series B Notes**" shall have the meaning specified in Section 1(a).

H. Amended Definitions. The following definitions in Schedule B of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

"**Applicable Rate**" means, (a) in the case of the Series A Notes, for any Interest Period, (a) 6.15% per annum until such time as the Senior Secured Leverage Ratio is less than 3.25:1.00 for two consecutive Fiscal Quarters, as evidenced by the certificates delivered after the Amendment No. 4 Effective Date pursuant to Section 7.2 with respect to such Fiscal Quarters (the "**Initial Coupon Reduction Date**"), and (b) on and after the Initial Coupon Reduction Date, (i) 5.90% per annum if the Senior Secured Leverage Ratio as of the Fiscal Quarter ended immediately prior to the commencement of such Interest Period is less than 3.25:1.00, and (ii) 6.15% per annum if the Senior Secured Leverage Ratio as of the Fiscal Quarter ended immediately prior to the commencement of such Interest Period is greater than or equal to 3.25:1.00., and (b) in the case of the Series B Notes, 5.80%.

"**Purchaser**" means each of the purchasers that has executed and delivered this Agreement or a supplement thereto to the Company in connection with the purchase of any series of Notes and such Purchaser's successors and assigns (so long as any such assignment complies with Section 13.2).

I. Amendment regarding Schedule 1. The Note Purchase Agreement is hereby amended by changing references to "Schedule 1" throughout the document to "Schedule 1(a)".

J. New Exhibit 1(b). The Note Purchase Agreement is hereby amended to add Exhibit 1A attached hereto as Schedule 1(b) to the Note Purchase Agreement.

9. CONFIRMATION AND RATIFICATION OF GUARANTEED OBLIGATIONS. By executing this Agreement, each of the Guarantors hereby (a) consents to this Agreement and the issuance of the Series B Notes, (b) acknowledges that, notwithstanding the execution and delivery of the Agreement and the Series B Notes, the obligations of each of the Guarantors under the Guaranty continue in full force and effect and are not impaired or affected, and the Guaranty continues in full force and effect and shall apply to the Guaranteed Obligations as amended by this Agreement, and (c) affirms and ratifies the Guaranty, any other Financing Document executed by it and the Guaranteed Obligations in all respects.

10. GENERAL.

A. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the law of the State of New York excluding choice of law principles that would permit the application of the laws of a different jurisdiction.

B. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

C. Reference to and Effect on the Note Purchase Agreement and the Series B Notes.

(i) Upon the effectiveness hereof, each reference to the Note Purchase Agreement in the Note Purchase Agreement or any other Financing Document shall mean and be a reference to the Note Purchase Agreement as amended and supplemented hereby.

(ii) This Agreement and the Series B Notes constitute a "Financing Document" under (and as defined in) the Note Purchase Agreement.

(iii) Unless the context clearly requires otherwise, or as otherwise expressly provided herein (including as set forth in Section 8E hereof), all references in the Financing Documents to "Notes" shall include the Series B Notes.

(iv) Each Financing Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(v) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the holders of Notes, nor constitute a waiver of any provision of the Note Purchase Agreement, any other Financing Document or any other documents, instruments or agreements executed and/or delivered in connection therewith.

D. Expenses. Whether or not the transactions contemplated by this Agreement shall be consummated, and without limiting the generality of the provisions of Section 21 of the Note Purchase Agreement and Section 4N hereof, the Obligors shall pay all costs and expenses in connection with the preparation of this Agreement, the Series B Notes and other related loan documents, including, without limitation, reasonable attorneys' fees. The Obligors shall pay any and all stamp and other taxes, UCC search fees, filing fees, and other costs and expenses in connection with the execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder, and agree to save the Purchasers harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

E. Release of Claims.

(i) Each of the Obligors, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Purchasers, their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Purchasers and all such other Persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of setoff, demands and liabilities whatsoever (individually, a "**Claim**" and collectively, "**Claims**") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any of the Obligors or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, in each case in connection with the Note Purchase Agreement or any of the other Financing Documents or transactions thereunder or related thereto.

(ii) Each of the Obligors understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

F. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[SIGNATURE PAGE FOLLOWS.]

If the Purchasers are in agreement with the foregoing, please sign the form of agreement on the accompanying counterparts of this Agreement, whereupon it shall become a binding agreement under seal between the Purchasers and the Obligors. Please then return one of such counterparts to the Issuer Representative.

Very truly yours,

ISSUERS:

DAIRYLAND USA CORPORATION

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

BEL CANTO FOODS, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

GUARANTORS:

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CHEFS' WAREHOUSE PARENT, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZ ACQUISITION (USA), INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS, INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

CW LV REAL ESTATE LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

ALLEN BROTHERS 1893, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

THE GREAT STEAKHOUSE STEAKS, LLC

By: /s/ Alexandros Aldous_
Name: Alexandros Aldous
Title: General Counsel and Corporate Secretary

SERIES A PURCHASERS:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Assistant Vice President

PRUDENTIAL ARIZONA REINISURANCE CAPTIVE COMPANY

By: Prudential Investment Management, Inc.,
as investment manager

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management, Inc.,
as investment manager

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

SERIES B PURCHASERS:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: /s/ Tannis Fussell
Name: Tannis Fussell
Title: Assistant Vice President

SCHEDULE A

INFORMATION AS TO PURCHASERS

	Registration Number(s)	Note Denomination(s)
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	RA-1	[*CONFIDENTIAL*]
	RA-2	[*CONFIDENTIAL*]
	RB-1	[*CONFIDENTIAL*]
	RB-2	[*CONFIDENTIAL*]

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank
New York, NY
ABA No.: 021-000-021
Account No.: [*CONFIDENTIAL*]
Account Name: [*CONFIDENTIAL*]

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RA-1)
Each such wire transfer shall set forth the name of the Company, a reference to "Series A Guaranteed Senior Secured Notes due 2023, PPN: 23390# AB2" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RA-2)
Each such wire transfer shall set forth the name of the Company, a reference to "Series A Guaranteed Senior Secured Notes due 2023, PPN: 23390# AB2" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RB-1)
Each such wire transfer shall set forth the name of the Company, a reference to "5.80% Series B Guaranteed Senior Secured Notes due 2020, PPN: 23390# AC0" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RB-2)
Each such wire transfer shall set forth the name of the Company, a reference to "5.80% Series B Guaranteed Senior Secured Notes due 2020, PPN: 23390# AC0" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all notices relating to payments:

The Prudential Insurance Company of America
c/o Investment Operations Group
Gateway Center Two, 10th Floor
100 Mulberry Street
Newark, NJ 07102-4077

Attention: Manager, Billings and Collections

(3) Address for all other communications and notices:

The Prudential Insurance Company of America
c/o Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036
Attention: Managing Director

(4) Recipient of telephonic prepayment notices:

Manager, Trade Management Group
Telephone: (973) 367-3141
Facsimile: (888) 889-3832

(5) Address for Delivery of Notes:

Send physical security by nationwide overnight delivery service to:

Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Thais Alexander, Esq.
Telephone: (212) 626-2067

(6) Tax Identification No.: 22-1211670

	Registration Number(s)	Note Denomination(s)
PRUCO LIFE INSURANCE COMPANY	RA-3	[*CONFIDENTIAL*]
	RB-3	[*CONFIDENTIAL*]
	RB-4	[*CONFIDENTIAL*]

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank
New York, NY
ABA No.: 021-000-021
Account No.: [*CONFIDENTIAL*]
Account Name: [*CONFIDENTIAL*]

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RA-3)

Each such wire transfer shall set forth the name of the Company, a reference to "Series A Guaranteed Senior Secured Notes due 2023, PPN: 23390# AB2" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RB-3)
Each such wire shall set forth the name of the Company, a reference to "Series B Guaranteed Senior Secured Notes due 2020, PPN: 23390# AC0", and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces) (in the case of payments on account of Note No. RB-4)
Each such wire shall set forth the name of the Company, a reference to "Series B Guaranteed Senior Secured Notes due 2020, PPN: 23390# AC0", and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all notices relating to payments:

Pruco Life Insurance Company
c/o The Prudential Insurance Company of America
c/o Investment Operations Group
Gateway Center Two, 10th Floor
100 Mulberry Street
Newark, NJ 07102-4077

Attention: Manager, Billings and Collections

(3) Address for all other communications and notices:

Pruco Life Insurance Company
c/o Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Managing Director

(4) Recipient of telephonic prepayment notices:

Manager, Trade Management Group

Telephone: (973) 367-3141
Facsimile: (888) 889-3832

(5) Address for Delivery of Notes:

Send physical security by nationwide overnight delivery service to:

Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Thais Alexander, Esq.
Telephone: (212) 626-2067

(6) Tax Identification No.: 22-1944557

	Registration Number(s)	Note Denomination(s)
PRUDENTIAL ARIZONA REINSURANCE CAPTIVE COMPANY		
	RA-4	[*CONFIDENTIAL*]

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank
New York, NY
ABA No.: 021-000-021
Account No.: [*CONFIDENTIAL*]
Account Name: [*CONFIDENTIAL*]

Account Name: [*CONFIDENTIAL*]
Account No.: [*CONFIDENTIAL*] (please do not include spaces)

Each such wire transfer shall set forth the name of the Company, a reference to "Series A Guaranteed Senior Secured Notes due 2023, PPN: 23390# AB2", and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all notices relating to payments:

Prudential Arizona Reinsurance Captive Company
c/o The Prudential Insurance Company of America
c/o Investment Operations Group
Gateway Center Two, 10th Floor
100 Mulberry Street
Newark, NJ 07102-4077

Attention: Manager, Billings and Collections

(3) Address for all other communications and notices:

Prudential Arizona Reinsurance Captive Company
c/o Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Managing Director

(4) Recipient of telephonic prepayment notices:

Manager, Trade Management Group

Telephone: (973) 367-3141
Facsimile: (888) 889-3832

(5) Address for Delivery of Notes:

Send physical security by nationwide overnight delivery service to:

Prudential Capital Group
1114 Avenue of the America, 30th Floor
New York, NY 10036

Attention: Thais Alexander, Esq.
Telephone: (212) 626-2067

(6) Tax Identification No.: 33-1095301

	Registration Number(s)	Note Denomination(s)
PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY	RA-5	[*CONFIDENTIAL*]

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JP Morgan Chase Bank
New York, NY
ABA No. 021000021
Account No.: [*CONFIDENTIAL*]
Account Name: [*CONFIDENTIAL*]

Account Name: [*CONFIDENTIAL*]
Account No. [*CONFIDENTIAL*] (please do not include spaces)

Each such wire transfer shall set forth the name of the Company, a reference to "Series A Guaranteed Senior Secured Notes due 2023, PPN: 23390# AB2" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all notices relating to payments:

Prudential Retirement Insurance and Annuity Company
c/o Prudential Investment Management, Inc.
Private Placement Trade Management
PRIAC Administration
Gateway Center Four, 7th Floor
100 Mulberry Street
Newark, NJ 07102

Telephone: (973) 802-8107
Facsimile: (888) 889-3832

(3) Address for all other communications and notices:

Prudential Retirement Insurance and Annuity Company
c/o Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Managing Director

(4) Address for Delivery of Notes:

Send physical security by nationwide overnight delivery service to:

Prudential Capital Group
1114 Avenue of the Americas, 30th Floor
New York, NY 10036

Attention: Thais Alexander, Esq.
Telephone: (212) 626-2067

(5) Tax Identification No.: 06-1050034

EXHIBIT 1A

Form of Series B Note

DAIRYLAND USA CORPORATION
THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC
BEL CANTO FOODS, LLC
THE CHEFS' WAREHOUSE WEST COAST, LLC
THE CHEFS' WAREHOUSE OF FLORIDA, LLC

5.80% SERIES B GUARANTEED SENIOR SECURED NOTE DUE OCTOBER 17, 2020

No. RB-[_____] [Date]
$[_____] PPN: 23390# AC0

FOR VALUE RECEIVED, the undersigned, DAIRYLAND USA CORPORATION, a New York corporation ("**Dairyland**"), THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC, a Delaware limited liability company ("**CW Mid-Atlantic**"), BEL CANTO FOODS, LLC, a New York limited liability company ("**Bel Canto**"), THE CHEFS' WAREHOUSE WEST COAST, LLC, a Delaware limited liability company ("**CW West Coast**"), and THE CHEFS' WAREHOUSE OF FLORIDA, LLC, a Delaware limited liability company (together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, collectively, the "**Issuers**"), hereby jointly and severally promise to pay to [_____], or registered assigns, the principal sum of [_____] DOLLARS (or so much thereof as shall not have been prepaid) on October 17, 2020 (the "**Maturity Date**"), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Applicable Rate from the date hereof, payable quarterly, on the 17th day of January, April, July and October in each year, commencing with the January 17, April 17, July 17 or October 17 next succeeding the date hereof, and on the Maturity Date, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, (x) on any overdue payment of interest and (y) during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make-Whole Amount, at a rate per annum from time to time equal to the greater of (i) 2% over the Applicable Rate or (ii) 2.0% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime" rate, payable semiannually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Issuers shall have designated by written notice to the holder of this Note as provided in the Note Agreement referred to below.

This Note is one of a series of Guaranteed Senior Secured Notes (herein called the "**Notes**") issued pursuant to the Note Purchase and Guarantee Agreement, dated as of April 17, 2013 (as from time to time amended or supplemented, the "**Note Agreement**"), among the Issuers, the Guarantors and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 21 of the Note Agreement and (ii) made the representations set forth in Sections 6.1, 6.2 and 6.4 of the Note Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Agreement.

This Note is a registered Note and, as provided in the Note Agreement, upon surrender of this Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Issuers may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Issuers will not be affected by any notice to the contrary.

The obligations of the Issuers under this Note have been guaranteed by the Guarantors pursuant to the Note Agreement and are secured pursuant to the Collateral Documents.

The Issuers will make required prepayments of principal on the dates and in the amounts specified in the Note Agreement. This Note is also subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Issuers and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles that would permit the application of the laws of a different jurisdiction.

DAIRYLAND USA CORPORATION

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: _____
Name:
Title:

BEL CANTO FOODS, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: _____
Name:
Title:

EXHIBIT 3

Wire Instructions

Bank Name:	JPMorgan Chase Bank
Routing Number (ABA Number):	021000021
Swift Address:	270 Park Avenue New York, NY 10017
Account Name (Beneficiary):	[*CONFIDENTIAL*]
Account Number:	[*CONFIDENTIAL*]
Contact:	Chuxiao Maldonado

EXHIBIT 4C

Form of Amendment to Intercreditor Agreement

AMENDMENT NO. 1
TO
INTERCREDITOR AGREEMENT

THIS AMENDMENT NO. 1 TO INTERCREDITOR AGREEMENT (this "Amendment"), dated as of April 6, 2015, is entered into by and between JPMorgan Chase Bank, N.A., as Agent (in such capacity, the "Agent") and Collateral Agent (in such capacity, the "Collateral Agent") and the holders of the Pru Notes listed on the signature pages hereof (collectively, the "Pru Noteholders"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Intercreditor Agreement referenced below.

WITNESSETH

WHEREAS, the Agent, the Collateral Agent and the Pru Noteholders are parties to an Intercreditor Agreement, dated as of April 17, 2013 (as previously amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"); and

WHEREAS, the Agent, the Collateral Agent and the Pru Noteholders have agreed to amend the Intercreditor Agreement pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendments. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the Intercreditor Agreement is hereby amended as follows:

(a) The second WHEREAS clause in the recitals to the Intercreditor Agreement is hereby amended and restated to read as follows:

> WHEREAS, the Pru Noteholders listed on Annex II attached hereto are the holders of (i) the Guaranteed Senior Secured Notes due April 17, 2023 in an aggregate principal amount of $100,000,000 (collectively, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series A Pru Notes") and (ii) the 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 in an aggregate principal amount of $25,000,000 (collectively, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series B Pru Notes"; the Series A Pru Notes and the Series B Pru Notes are collectively referred to herein as the "Pru Notes"), in each case, issued pursuant to a Note Purchase and Guarantee Agreement, dated as of the date hereof between the Loan Parties, on the one hand, and the Pru Noteholders listed on Annex II attached hereto and such other noteholders as may acquire notes thereunder as therein provided, on the other hand (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pru Note Agreement");

(b) The definition of "Collateral Agent's Expenses" set forth in Section 1 of the Intercreditor Agreement is hereby amended to replace the phrase "and each Collateral Document" with the phrase ", each Collateral Document and each Specified Transaction Document".

(c) Section 1 of the Intercreditor Agreement is hereby amended to add the following new term and related definition therein:

> "Specified Transaction Documents" means, collectively, (i) that certain Subordination Agreement, dated as of April 6, 2015, by and between T.J. Foodservice Co., Inc. and TJ Seafood, LLC, as the Noteholders, and the Collateral Agent and (ii) each other document designated from time to time as a "Specified Transaction Document" hereunder by the Agent, the Pru Noteholders, and the Collateral Agent, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(d) Section 2 of the Intercreditor Agreement is hereby amended to replace, in each of the four instances, the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(e) Section 3 of the Intercreditor Agreement is hereby amended to (i) add the phrase "and the Specified Transaction Documents" immediately following the phrase "under the Collateral Documents" set forth therein, (ii) add the phrase "or the Specified Transaction Documents" immediately following the phrase "under any of the Collateral Documents" set forth therein and (iii) replace the phrase "or any Collateral Document" set forth therein with the phrase ", any Collateral Document or any Specified Transaction Document".

(f) Section 4 of the Intercreditor Agreement is hereby amended and restated to read as follows:

> Authorization to Execute Collateral Documents and Specified Transaction Documents. If the Collateral Agent receives written notice from either the Agent or a Pru Noteholder at any time or from time to time hereunder that Collateral Documents in connection with the grant of a security interest in and lien against the assets of a Borrower and/or a Guarantor or that Specified Transaction Documents, in either case, are required pursuant to the Bank Credit Agreement or the Pru Note Agreement, the Collateral Agent is authorized to and shall execute and deliver such Collateral Documents or such Specified Transaction Documents, as applicable, as the Agent or such Pru Noteholder shall direct requiring execution and delivery by it and is authorized to and shall accept delivery from any Borrower of such Collateral Documents or such Specified Transaction Documents, as applicable, as the Agent or the Pru Noteholder shall direct which do not require execution by the Collateral Agent, provided, however, that the Collateral Agent shall not execute a Collateral Document or Specified Transaction Document providing for a lien on real property without the approval of the Requisite Secured Parties.

(g) Section 5 of the Intercreditor Agreement is hereby amended to (i) replace the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents" and (ii) replace the phrase "or any Collateral Document" with the phrase ", any Collateral Document or any Specified Transaction Document".

(h) Section 6 of the Intercreditor Agreement is hereby amended to add the phrase "and Specified Transaction Documents" immediately following the phrase "any of the Collateral Documents".

(i) Section 7 of the Intercreditor Agreement is hereby amended to (i) replace the phrase "and any of the Collateral Document" with the phrase ", any of the Collateral Documents and any of the Specified Transaction Documents", (ii) replace the phrase "or any of the Collateral Documents" with the phrase ", any of the Collateral Documents or any of the Specified Transaction Documents" and (iii) replace the phrase "and the Collateral Documents" with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(j) Sections 11 and 12 of the Intercreditor Agreement is hereby amended to replace, in each instance, the phrase "and the Collateral Documents" set forth therein with the phrase ", the Collateral Documents and the Specified Transaction Documents".

(k) Section 13 of the Intercreditor Agreement is hereby amended to (i) replace, in each of the two instances, the phrase "any Collateral Document or Guaranty" set forth therein with the phrase "any Collateral Document, Specified Transaction Document or Guaranty" and (ii) replace the phrase "any Collateral Document, Guaranty" set forth therein with the phrase "any Collateral Document, Specified Transaction Document, Guaranty".

(l) Section 14 of the Intercreditor Agreement is hereby amended to (i) add the phrase "or Specified Transaction Document" immediately following the phrase "under any Collateral Document" and (ii) add the phrase "and the Specified Transaction Documents" immediately following the phrase "and under the Collateral Documents".

(m) Section 16 of the Intercreditor Agreement is hereby amended to (i) add the phrase ", Specified Transaction Documents" immediately following the phrase "under its Collateral Documents," set forth therein and (ii) add, in each instance, the phrase "or the Specified Transaction Documents" immediately following the phrase "of the Collateral Documents" set forth therein.

(n) Section 18 of the Intercreditor Agreement is hereby amended to add, in each of the three instances, the phrase "and the Specified Transaction Documents" immediately following the phrase "under the Collateral Documents" set forth therein.

(o) Section 21 of the Intercreditor Agreement is hereby amended to (i) add the phrase "and the Specified Transaction Documents" at the end of the title thereof and (ii) add the phrase "or any Specified Transaction Document" immediately following the phrase "any Collateral Document" set forth therein.

(p) Section 23 of the Intercreditor Agreement is hereby amended to add the phrase "or the Specified Transaction Documents" immediately after the phrase "under the Collateral Documents" set forth therein.

(q) Section 38 of the Intercreditor Agreement is hereby amended to add the phrase ", the Specified Transaction Documents," immediately following the phrase "the Collateral Documents" set forth therein.

(r) Annex I to the Intercreditor Agreement is hereby amended and restated to read as set forth on Exhibit A hereto.

Section 2. Conditions of Effectiveness. This Amendment shall be effective upon the execution by each of the parties hereto of a counterpart signature page to this Amendment.

Section 3. Effect on Intercreditor Agreement.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Intercreditor Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Intercreditor Agreement, as amended and modified hereby.

(b) Except as specifically amended and modified above, the Intercreditor Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

Section 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

Section 5. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 6. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile or other electronic transmission of the signature of any party hereto shall be effective as an original signature.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as the Agent and the Collateral Agent

By _____
Name:
Title:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as a Pru Noteholder

By: _____
Name:
Title: Vice President

PRUCO LIFE INSURANCE COMPANY, as a Pru Noteholder

By: _____
Name:
Title: Assistant Vice President

PRUDENTIAL ARIZONA REINSURANCE CAPTIVE COMPANY, as a Pru Noteholder

By: Prudential Investment Management, Inc.,
as investment manager

By: _____
Name:
Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, as a Pru Noteholder

By: Prudential Investment Management, Inc.,
as investment manager

By: _____
Name:
Title: Vice President

Acknowledged and agreed as of the date first written above:

DAIRYLAND USA CORPORATION

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: _____
Name:
Title:

BEL CANTO FOODS, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE, INC.

By: _____
Name:
Title:

CHEFS' WAREHOUSE PARENT, LLC

By: _____
Name:
Title:

MICHAEL'S FINER MEATS, LLC

By: _____
Name:
Title:

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: _____
Name:
Title:

QZ ACQUISITION (USA), INC.

By: _____
Name:
Title:

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: _____
Name:
Title:

QZINA SPECIALTY FOODS, INC., a Florida corporation

By: _____
Name:
Title:

QZINA SPECIALTY FOODS, INC., a Washington corporation

By: _____
Name:
Title:

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By: _____
Name:
Title:

CW LV REAL ESTATE LLC

By: _____
Name:
Title:

ALLEN BROTHERS 1893, LLC

By: _____
Name:
Title:

THE GREAT STEAKHOUSE STEAKS, LLC

By: _____
Name:
Title:

Exhibit A

NOTICE INFORMATION: Any notice or other information required to be delivered hereunder to the Agent, the Banks and/or the Collateral Agent shall be delivered to the following:

JPMorgan Chase Bank, N.A.
106 Corporate Park Drive
White Plains, New York 10604-3806
Attention: Diane Bredehoft
Telecopy No.: 914-993-7909
diane.bredehoft@chase.com

EXHIBIT 4D

Form of Amendment to Bank Credit Agreement

AMENDMENT NO. 5
Dated as of April 6, 2015
to
AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDMENT NO. 5 (this "Amendment") is made as of April 6, 2015 by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Collateral Agent (in such capacity, the "Collateral Agent"), under that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013, by and among the Borrowers, the other Loan Parties party thereto, the Lenders, the Administrative Agent and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Borrowers have requested that the requisite Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement; and

WHEREAS, the Borrowers, the Lenders party hereto and the Administrative Agent have so agreed on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. Amendments to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

(a) The definition of "Prudential Financing" appearing in Section 1.01 of the Credit Agreement is hereby amended to (x) replace the figure "$100,000,000" set forth therein with the figure "$125,000,000" and (y) replace the reference to "April 17, 2023" set forth therein with "(i) April 17, 2023, in the case of the Prudential Series A Notes, and (ii) October 17, 2020, in the case of the Prudential Series B Notes,".

(b) The definition of "Prudential Notes" appearing in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

""Prudential Notes" means, collectively, (i) the Prudential Series A Notes and (ii) the Prudential Series B Notes."

(c) Section 1.01 of the Credit Agreement is hereby amended to insert the following new definitions in the appropriate alphabetical order:

""Prudential Series A Notes" means the Guaranteed Senior Secured Notes due April 17, 2023 issued by the Prudential Note Co-Issuers pursuant to the terms of the Prudential Note Agreement in connection with the Prudential Financing, as they may be amended, restated, supplemented or otherwise modified from time to time."

""Prudential Series B Notes" means the 5.80% Series B Guaranteed Senior Secured Notes due October 17, 2020 issued by the Prudential Note Co-Issuers pursuant to the terms of the Prudential Note Agreement in connection with the Prudential Financing, as they may be amended, restated, supplemented or otherwise modified from time to time."

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that:

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrowers, the Required Lenders, and the Administrative Agent;

(b) the Administrative Agent shall have received counterparts of the Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Loan Guarantors; and

(c) the conditions precedent to the effectiveness of that certain Amendment No. 4 to the Credit Agreement, dated as of January 9, 2015, shall have been satisfied.

3. Authorization of Agents. Each Lender party hereto hereby consents to and authorizes each of the Agents to execute and deliver an amendment to the Intercreditor Agreement, substantially in the form set forth on Exhibit B hereto.

4. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as amended hereby constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Loan Parties set forth in the Credit Agreement, as amended hereby, are true and correct in all material respects (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date).

5. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a "Loan Document" under (and as defined in) the Credit Agreement.

6. Release of Claims.

(a) Each of the Loan Parties, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent, the Collateral Agent and each of the Lenders, their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Administrative Agent, the Collateral Agent, the Lenders and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of setoff, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any of the Loan Parties or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in each case in connection with the Credit Agreement or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Each of the Loan Parties understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

7. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

8. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

9. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

DAIRYLAND USA CORPORATION

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By:_____
Name:
Title:

BEL CANTO FOODS, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
individually as a Lender, as the Swingline Lender, as the Issuing Bank, as Administrative Agent and as Collateral Agent

By:_____
Name: Diane Bredehoft
Title: Authorized Officer

Signature Page to Amendment No. 5 to
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013
The Chefs' Warehouse, Inc. *et al*

GE CAPITAL BANK, formerly known as GE CAPITAL FINANCIAL INC.,
as a Lender

By:_____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By:_____
Name:
Title:

Signature Page to Amendment No. 5 to
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013
The Chefs' Warehouse, Inc. *et al*

BMO HARRIS FINANCING, INC.,
as a Lender

By:_____
Name:
Title:

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By:_____
Name:
Title:

EXHIBIT A

Consent and Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 5 to Amended and Restated Credit Agreement with respect to that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the other Loan Parties party thereto, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), which Amendment No. 5 to Amended and Restated Credit Agreement is dated as of April 6, 2015 and is by and among the Borrowers, the financial institutions listed on the signature pages thereof and the Administrative Agent (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Without in any way establishing a course of dealing by the Administrative Agent, the Collateral Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Loan Guaranty and any other Loan Document executed by it and acknowledges and agrees that the Loan Guaranty and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated April 6, 2015

[Signature Page Follows]

IN WITNESS WHEREOF, this Consent and Reaffirmation has been duly executed as of the day and year above written.

DAIRYLAND USA CORPORATION

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By:_____
Name:
Title:

BEL CANTO FOODS, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE, INC.

By:_____
Name:
Title:

CHEFS' WAREHOUSE PARENT, LLC

By:_____
Name:
Title:

MICHAEL'S FINER MEATS, LLC

By:_____
Name:
Title:

MICHAEL'S FINER MEATS HOLDINGS, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE MIDWEST, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By:_____
Name:
Title:

QZ ACQUISITION (USA), INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS, INC., a Florida corporation

By:_____
Name:
Title:

QZINA SPECIALTY FOODS, INC., a Washington corporation

By:_____
Name:
Title:

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By:_____
Name:
Title:

CW LV REAL ESTATE LLC

By:_____
Name:
Title:

ALLEN BROTHERS 1893, LLC

By:_____
Name:
Title:

THE GREAT STEAKHOUSE STEAKS, LLC

By:_____
Name:
Title:

EXHIBIT B
Amendment to Intercreditor Agreement
[Attached]

EXHIBIT 4E

Form of Reaffirmation and Confirmation of Collateral Documents

REAFFIRMATION AND CONFIRMATION OF COLLATERAL DOCUMENTS

THIS REAFFIRMATION AND CONFIRMATION OF COLLATERAL DOCUMENTS (this "Agreement") is entered into as of April 6, 2015 by DAIRYLAND USA CORPORATION, a New York corporation, THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC, a Delaware limited liability company, BEL CANTO FOODS, LLC, a New York limited liability company, THE CHEFS' WAREHOUSE WEST COAST, LLC, a Delaware limited liability company, THE CHEFS' WAREHOUSE OF FLORIDA, LLC, a Delaware limited liability company, THE CHEFS' WAREHOUSE, INC., a Delaware corporation (the "Company"), CHEFS' WAREHOUSE PARENT, LLC, a Delaware limited liability company, MICHAEL'S FINER MEATS, LLC, a Delaware limited liability company, MICHAEL'S FINER MEATS HOLDINGS, LLC, a Delaware limited liability company, THE CHEFS' WAREHOUSE MIDWEST, LLC, a Delaware limited liability company, THE CHEFS' WAREHOUSE PASTRY DIVISION, INC., a Delaware corporation, QZ ACQUISITION (USA), INC., a Delaware corporation, QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC., a Delaware corporation, QZINA SPECIALTY FOODS, INC., a Florida corporation, QZINA SPECIALTY FOODS, INC., a Washington corporation, QZINA SPECIALTY FOODS (AMBASSADOR), INC., a California corporation, CW LV REAL ESTATE LLC, a Delaware limited liability company, ALLEN BROTHERS 1893, LLC, a Delaware limited liability company, and THE GREAT STEAKHOUSE STEAKS, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors").

PRELIMINARY STATEMENTS

WHEREAS, the Grantors entered into that certain Amended and Restated Pledge and Security Agreement with JPMorgan Chase Bank, N.A., as Collateral Agent, dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, each Grantor is entering into this Agreement to, among, other things, (i) ratify, reaffirm and confirm its obligations under the terms of the Security Agreement and (ii) induce the purchasers of the Series B Notes (as defined in the Note Agreement) to purchase the Series B Notes (as defined in the Note Agreement) pursuant to the Note Agreement on the date hereof in an aggregate principal amount of $25,000,000.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. Interpretation. In the event that any provision of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. The Security Interest. Each Grantor hereby (a) reaffirms the security interest granted under the terms and conditions of the Security Agreement, (b) agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed and (c) acknowledges and agrees that the Secured Obligations include the Series B Notes (as defined in the Note Agreement) being issued on the date hereof.

4. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the law of the State of New York excluding choice of law principles that would permit the application of the laws of a different jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

GRANTORS:

DAIRYLAND USA CORPORATION

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By:_____
Name:
Title:

BEL CANTO FOODS, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE, INC.

By:_____
Name:
Title:

CHEFS' WAREHOUSE PARENT, LLC

By:_____
Name:
Title:

MICHAEL'S FINER MEATS, LLC

By:_____
Name:
Title:

MICHAEL'S FINER MEATS HOLDINGS, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE MIDWEST, LLC

By:_____
Name:
Title:

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By:_____
Name:
Title:

QZ ACQUISITION (USA), INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS, INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS, INC.

By:_____
Name:
Title:

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

By:_____
Name:
Title:

CW LV REAL ESTATE LLC

By:_____
Name:
Title:

ALLEN BROTHERS 1893, LLC

By:_____
Name:
Title:

THE GREAT STEAKHOUSE STEAKS, LLC

By:_____
Name:
Title:

EXHIBIT 6

Use of Proceeds

The proceeds of the sale of the Series B Notes will be used on or after the Effective Date by the Issuers (a) to consummate the Specified Acquisition and for the payment of costs, fees and expenses related thereto or (b) to repay amounts borrowed under the Bank Credit Agreement to consummate the Specified Acquisition and for the payment of costs, fees and expenses related thereto.

Exhibit 10.3

Form of Series B Note

DAIRYLAND USA CORPORATION
THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC
BEL CANTO FOODS, LLC
THE CHEFS' WAREHOUSE WEST COAST, LLC
THE CHEFS' WAREHOUSE OF FLORIDA, LLC

5.80% SERIES B GUARANTEED SENIOR SECURED NOTE DUE OCTOBER 17, 2020

No. RB-[_____] [Date]
$[_____] PPN: 23390# AC0

FOR VALUE RECEIVED, the undersigned, DAIRYLAND USA CORPORATION, a New York corporation ("**Dairyland**"), THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC, a Delaware limited liability company ("**CW Mid-Atlantic**"), BEL CANTO FOODS, LLC, a New York limited liability company ("**Bel Canto**"), THE CHEFS' WAREHOUSE WEST COAST, LLC, a Delaware limited liability company ("**CW West Coast**"), and THE CHEFS' WAREHOUSE OF FLORIDA, LLC, a Delaware limited liability company (together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, collectively, the "**Issuers**"), hereby jointly and severally promise to pay to [_____], or registered assigns, the principal sum of [_____] DOLLARS (or so much thereof as shall not have been prepaid) on October 17, 2020 (the "**Maturity Date**"), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Applicable Rate from the date hereof, payable quarterly, on the 17th day of January, April, July and October in each year, commencing with the January 17, April 17, July 17 or October 17 next succeeding the date hereof, and on the Maturity Date, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, (x) on any overdue payment of interest and (y) during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make-Whole Amount, at a rate per annum from time to time equal to the greater of (i) 2% over the Applicable Rate or (ii) 2.0% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime" rate, payable semiannually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Issuers shall have designated by written notice to the holder of this Note as provided in the Note Agreement referred to below.

This Note is one of a series of Guaranteed Senior Secured Notes (herein called the "**Notes**") issued pursuant to the Note Purchase and Guarantee Agreement, dated as of April 17, 2013 (as from time to time amended or supplemented, the "**Note Agreement**"), among the Issuers, the Guarantors and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 21 of the Note Agreement and (ii) made the representations set forth in Sections 6.1, 6.2 and 6.4 of the Note Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Agreement.

This Note is a registered Note and, as provided in the Note Agreement, upon surrender of this Note for registration of transfer accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Issuers may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Issuers will not be affected by any notice to the contrary.

The obligations of the Issuers under this Note have been guaranteed by the Guarantors pursuant to the Note Agreement and are secured pursuant to the Collateral Documents.

The Issuers will make required prepayments of principal on the dates and in the amounts specified in the Note Agreement. This Note is also subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Note Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Issuers and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles that would permit the application of the laws of a different jurisdiction.

DAIRYLAND USA CORPORATION

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: _____
Name:
Title:

BEL CANTO FOODS, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: _____
Name:
Title:

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: _____
Name:
Title:

Exhibit 10.4

CONVERTIBLE SUBORDINATED NON-NEGOTIABLE PROMISSORY NOTE

THIS NOTE AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS PROVIDED HEREIN, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, OR SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS PERMITTED UNDER RULE 144 OF THE ACT OR IS OTHERWISE EXEMPT FROM SUCH REGISTRATION.

THIS NOTE AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF APRIL 6, 2015 BETWEEN THE HOLDER AND JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT, IN CONNECTION WITH (1) THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 17, 2013 AMONG CERTAIN AFFILIATES OF THE COMPANY, AS BORROWERS, THE OTHER LOAN PARTIES FROM TIME TO TIME PARTY THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, (2) THE NOTE PURCHASE AND GUARANTEE AGREEMENT, DATED AS OF APRIL 17, 2013, BY AND AMONG CERTAIN AFFILIATES OF THE COMPANY, AS CO-ISSUERS AND GUARANTORS, AND THE PURCHASERS PARTY THERETO, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (3) THE SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED IN SAID SUBORDINATION AGREEMENT) (INCLUDING INTEREST) OWED BY THE CHEFS' WAREHOUSE, INC. OR ANY SUBSIDIARY THEREOF TO THE HOLDERS OF SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED IN SAID SUBORDINATION AGREEMENT), AND THE HOLDER BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT, AND ANY AMENDMENTS TO THIS PARAGRAPH SHALL BE NULL AND VOID AND OF NO EFFECT WITHOUT THE PRIOR WRITTEN CONSENT OF SUCH COLLATERAL AGENT.

Del Monte Capitol Meat Company, LLC
Convertible Subordinated Non-Negotiable Promissory Note

$7,350,000 April 6, 2015

Del Monte Capitol Meat Company, LLC, a Delaware limited liability company ("**Company**"), for value received, hereby promises to pay to TJ Seafood, LLC ("**Holder**"), the principal amount of Seven Million and Three Hundred and Fifty Thousand Dollars and no cents ($7,350,000) (the "**Principal Sum**") with interest on the unpaid principal balance hereof, all as hereinafter further provided.

1. PURCHASE AGREEMENT. This Convertible Subordinated Non-Negotiable Promissory Note (this "**Note**") has been issued by Company pursuant to an Asset Purchase Agreement, dated as of January 11, 2015, by and among The Chefs' Warehouse, Inc., a Delaware corporation ("**Parent**"), Company, Holder, T.J. Foodservice Co., Inc., a California corporation ("**Service**," and, together with Holder, the "**Company Sellers**"), the Shareholders party thereto, and the Sellers' Representative (as it may be amended from time to time in accordance with its terms, the "**Purchase Agreement**"). Initially capitalized terms not defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

2. PAYMENTS.

2.1 Maturity. If this Note has not previously been converted in accordance with Section 3 (or notice has not been given by Holder of its intent to convert this Note pursuant to Section 3) or redeemed in accordance with Sections 2.4(b) or 2.6, then the entire outstanding principal of, and any accrued and unpaid interest on, this Note shall be due and payable in full on April 6, 2021 (the "**Maturity Date**").

2.2 Interest. Interest on this Note shall accrue from the date hereof until this Note is paid in full at the rate of 2.5% per annum, and shall be payable annually in arrears on April 6 of each calendar year, beginning on April 6, 2016, and, if this Note has not been fully converted in accordance with the terms of Section 3 or redeemed in accordance with Sections 2.4(b) or 2.6, on the Maturity Date or any other date on which such unpaid principal balance shall become due and payable in full (each such date being an "**Interest Payment Date**"). All interest calculated under this Note shall be computed on the basis of a 365/366-day year and the actual number of days elapsed in any year. If any Interest Payment Date would fall on a day that is not a Business Day, the payment due on such Interest Payment Date will be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date.

2.3 Adjustments to Principal Sum under Purchase Agreement; Right of Offset.

2.3.1 Purchase Agreement. At such time that there has been a final determination pursuant to Section 1.5(d)(i) (Closing Date Adjusted EBITDA Purchase Price Adjustment) or Section 1.5(d)(ii) (Post-Closing Adjusted EBITDA Purchase Price Adjustment) of the Purchase Agreement that the Principal Sum hereunder will be decreased pursuant to the terms of Sections 1.5(d)(i) or 1.5(d)(ii) of the Purchase Agreement, as applicable, the Principal Sum will be decreased on the date of such final determination in accordance with the terms of the Purchase Agreement.

2.3.2 Right of Offset. Company may, subject to the terms of the Indemnification Agreement, offset the amount of any claim that a Buyer Indemnitee (as defined in the Indemnification Agreement) has against a Seller Indemnitor (as defined in the Indemnification Agreement) against the Principal Sum hereunder. If such claim has been agreed to by Company and Sellers' Representative or Company has delivered to Sellers' Representative a final, nonappealable order of a court of competent jurisdiction resolving such claim in favor of Company, then on and after the date of such claim, the Principal Sum will be reduced by an amount equal to such claim (as so agreed or resolved) and no interest will accrue on that portion of the Principal Sum in respect of which Company exercises its right of offset with respect to such claim in accordance with this Note and the Indemnification Agreement.

2.3.3 Pending Claim. In addition, notwithstanding anything contained in this Note to the contrary, to the extent that there are any pending claim(s) of Company (the "**Pending Claim**") under the Purchase Agreement or Indemnification Agreement (the dollar amount of such pending claim(s), the "**Pending Claim Amount**") that would result in a reduction in the Principal Sum hereunder and that remain unresolved on or after such time that any portion of the Principal Sum or any accrued interest thereon is due and payable hereunder (such amount payable by Company, the "**Note Payable Amount**"), Company will not be required to pay the portion of the Note Payable Amount equal to the Pending Claim Amount(s) until such time that, and except to the extent that, Company has withdrawn the Pending Claim or Sellers' Representative has delivered a final, nonappealable order of a court of competent jurisdiction resolving such Pending Claim in favor of Sellers' Representative.

2.4 No Prepayment.

(a) Except as provided in Section 2.4(b), Section 2.5 or in Section 2.6, Company may not prepay all or any part of the principal of, or accrued and unpaid interest on, this Note, without the prior written consent of Holder.

(b) (i) In the event that Parent or Company seek to incur any Senior Debt (including an amendment, restatement, renewal, extension or refinancing of the Parent Credit Agreement or the indebtedness that is the subject thereof or any of the indebtedness that is the subject of the Parent Note Purchase Agreement) ("**Additional Financing**") and the new lender with respect to such Additional Financing either (i) objects to the Maturity Date occurring prior to the maturity of such Additional Financing, or (ii) as a result of the existence of this Note imposes conditions, requirements or restrictions with respect to such Additional Financing that Company or Parent, in their sole discretion, view as unduly burdensome, Company may provide Holder with notice thereof (an "**Additional Financing Notice**").

(ii) Within fifteen (15) Business Days of its receipt of an Additional Financing Notice, Holder may notify Company in writing whether it has determined (which notification and determination shall be made in Holder's sole discretion) (A) to convert the outstanding Principal Sum of this Note into Common Stock in accordance with the provisions of Section 3 hereof, or (B) to extend the Maturity Date to a date that is six (6) months after the maturity of the Additional Financing. Any such conversion or extension made pursuant to this Section 2.4(b)(ii) shall be conditioned upon and effective upon the consummation of the Additional Financing.

(iii) In the event Holder shall not have provided Company with the notice described in Section 2.4(b)(ii) within fifteen (15) Business Days of its receipt of an Additional Financing Notice, or if Holder notifies Company within such fifteen (15) Business Day period that it chooses not to elect either of the options described in such Section, Company shall notify Holder in writing whether Company has determined (which determination shall be made in Company's sole discretion) (1) to continue this Note under its existing terms, or (2) to redeem this Note. Any such redemption shall occur upon the consummation of the Additional Financing by Company paying to Holder the outstanding principal of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the date of such prepayment.

2.5 Conversion or Redemption on Change of Control. Company shall give written notice of any proposed Change of Control to Holder at least twenty (20) Business Days before the consummation of such Change of Control. Following receipt of such notice from Company but in any event not less than five (5) Business Days prior to the date of the proposed Change of Control, Holder shall have the option, subject to and effective upon the consummation of the Change of Control, to either (a) exercise its conversion rights in accordance with Section 3 by delivering to Company written notice thereof, or (b) elect to require Company to redeem this Note for cash in an amount equal to the outstanding principal of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the date fixed for redemption (the "**Change of Control Redemption Price**"). The Change of Control Redemption Price shall be due and payable in full upon the consummation of the Change of Control.

2.6 Optional Redemption. From and after the one year anniversary of the Closing Date, if at any time the average closing trading price of a share of Parent Common Stock on the Nasdaq Global Select Market over twenty (20) consecutive trading days equals or exceeds the Conversion Price, Company may at any time thereafter, in its sole discretion and without penalty, upon not less than thirty (30) days' prior written notice (the "**Redemption Notice**") to Holder (i) redeem this Note for cash or (ii) convert this Note into fully paid, non-assessable shares of Parent Common Stock. Any redemption of this Note for cash in accordance with this Section 2.6 shall occur by Company paying to Holder on the date selected by Company, which shall not be earlier than the 31st day following the delivery of the Redemption Notice to Holder, (the "**Redemption Date**") the outstanding Principal Sum of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the Redemption Date. Any conversion of this Note into shares of Parent Common Stock in accordance with this Section 2.6 shall occur by Parent issuing to Holder on the Redemption Date that number of shares of Parent Common Stock as shall be equal to the quotient resulting from dividing the Conversion Amount (as hereinafter defined) by the Conversion Price (as hereinafter defined).

2.7 Manner of Payment. Payments of principal and interest on this Note shall be made by wire transfer of immediately available funds to a bank account designated by Holder for such purpose from time to time by written notice to Company, in such currency of the United States as at the time of payment shall be legal tender; provided, however, that if any payment is due on this Note on the Maturity Date pursuant to Section 2.1 only, Company may, in its sole discretion, make any such payments (i) in cash or (ii) in shares of Parent Common Stock. If Company elects to make any payment in shares of Parent Common Stock pursuant to clause (ii) of the preceding sentence, the number of shares of Parent Common Stock issuable shall be determined by dividing (x) the Maturity Share Payment Amount by (y) the Maturity Share Price.

2.8 Waiver of Presentment. Company hereby expressly waives demand and presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, bringing of suit and diligence in taking any action to collect any amount called for hereunder, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission with respect to the collection of any amount called for hereunder.

2.9 Subordination. Notwithstanding anything in this Note to the contrary, the indebtedness evidenced hereby is subordinate and junior to the prior payment of the Indebtedness of Company and its Affiliates (including Parent) for borrowed money (other than such Indebtedness of Company that is expressly stated to be subordinated or junior to the indebtedness evidenced by this Note), whether outstanding as of the date of this Note or hereafter created, including, without limitation, all Senior Obligations (as defined in the Subordination Agreement). Immediately prior to the execution of this Note, the Holder has entered into that certain Subordination Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Subordination Agreement**") between the Holder and JPMorgan Chase Bank, N.A., as Collateral Agent, and notwithstanding anything contained herein to the contrary, no payments will be made by Company under this Note to the extent such payments are prohibited by the Subordination Agreement and Holder acknowledges and agrees that Company's failure to make such payments shall not constitute an Event of Default hereunder. In addition, by acceptance of this Note, Holder understands, acknowledges and agrees that, from time to time, it shall enter into such other agreements as may be requested by holders of Senior Obligations with respect to the terms of the subordination of this Note to such Senior Obligations.

3. CONVERSION. This Note shall be convertible into shares of Parent's common stock, par value $0.01 per share (the "**Parent Common Stock**"), on the terms and conditions set forth in this Section 3.

3.1 Conversion Right. At any time, and from time to time, on or after the date hereof, but in no event later than 4:00 p.m. New York City time on the Business Day immediately preceding the Redemption Date (as defined in Section 2.6, Holder shall be entitled to convert the outstanding and unpaid Conversion Amount (as hereinafter defined) into fully paid and non assessable shares of Parent Common Stock in accordance with Section 3.3 (the "**Shares**"), at the Conversion Rate (as hereinafter defined). No fractional shares shall be issued upon conversion of this Note, and any portion of the Conversion Amount that otherwise would be convertible into a fractional share shall be paid in cash in an amount based on the Conversion Price. Company shall pay any and all stock transfer, stamp, documentary and similar taxes (excluding any taxes on the income or gain of Holder) that may be payable with respect to the issuance and delivery of the Shares to Holder upon conversion of any Conversion Amount. Such conversion right shall expire at the close of business on the Maturity Date.

3.2 Conversion Rate. The number of Shares issuable upon conversion of any Conversion Amount pursuant to Section 3.1 (the "**Conversion Rate**") shall be determined by dividing (x) the Conversion Amount by (y) the Conversion Price.

3.3 Procedure for Conversion. To convert any Conversion Amount into Shares on any date (a "**Conversion Date**"), Holder shall (a) transmit by facsimile or otherwise in accordance with Section 8.2, for receipt on or prior to 4:00 p.m., New York City time, on such date, a copy of an executed notice of conversion in the form attached hereto as Appendix I (the "**Conversion Notice**") to Parent and Company and (b) cause this Note to be delivered to Company as soon as reasonably practicable on or following such date (but no later than within two Business Days following the date on which the Conversion Notice is given). On or before 4:00 p.m., New York City time, on the second Business Day following the date of receipt of a Conversion Notice, Company shall transmit by facsimile or otherwise in accordance with Section 8.2 a confirmation of receipt of such Conversion Notice to Holder (at the facsimile number provided in the Conversion Notice) and Company's transfer agent, if any. On or before 4:00 p.m., New York City time, on the fifth Business Day following the date of receipt of a Conversion Notice, Parent shall issue and deliver to the address as specified in the Conversion Notice, a certificate (or non-certificated Shares represented by book-entry on the records of Parent or Parent's transfer agent (the "**Book-Entry Shares**")), registered in the name of Holder, for the number of Shares to which Holder shall be entitled. Company shall, as soon as reasonably practicable and in no event later than five Business Days after receipt of this Note and at its own expense, issue and deliver to Holder a new Note representing the outstanding principal not converted. The Person(s) entitled to receive the Shares issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such Shares on the Conversion Date. No adjustment or payment will be made on conversion of any portion of the Note for interest accrued thereon. Company's delivery to the Holder of the full number of shares of Parent Common Stock into which the Note is convertible, together with any cash payment for fractional shares, shall be deemed to satisfy Company's obligation to pay the Principal Sum of the portion of the Note converted and to satisfy Company's obligation to pay accrued interest on the Principal Sum of the portion of the Note converted attributable to the period from the most recent Interest Payment Date to the Conversion Date.

4. ADJUSTMENTS TO THE CONVERSION SHARES.

4.1 Stock Dividends, Splits, Etc. If, at any time while this Note is outstanding, Parent declares or pays a dividend or other distribution on the outstanding shares of the Parent Common Stock payable in additional shares of the Parent Common Stock or other securities (including rights to acquire securities), then upon conversion of this Note, for each Share acquired, Holder shall receive, without cost to Holder, the total number of shares of Parent Common Stock or the total number and kind of other securities, as applicable, to which Holder would have been entitled had Holder held such Shares as of the date on which a record is taken for such dividend or other distribution. If Parent subdivides the outstanding shares of the Parent Common Stock by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Conversion Price shall be proportionately decreased as of the date on which a record is taken for such subdivision. If the outstanding shares of the Parent Common Stock are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Conversion Price shall be proportionately increased and the number of Shares shall be proportionately decreased as of the date on which a record is taken for such combination or consolidation.

5. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default (an "**Event of Default**"):

(a) A default in the payment of the principal of this Note, when and as the same shall become due and payable; provided, however, that the exercise by Company in good faith of its rights under Section 2.3 of this Note shall not constitute an Event of Default nor shall an Event of Default exist if such payment of principal is prohibited by the terms of the Subordination Agreement.

(b) A default in the payment of any interest on this Note, when and as the same shall become due and payable, which default shall continue for 15 Business Days after the date fixed for the making of such interest payment; provided, however, that the exercise by Company in good faith of its rights under Section 2.3 of this Note shall not constitute an Event of Default nor shall an Event of Default exist if such payment of interest is prohibited by the terms of the Subordination Agreement.

(c) A default in the performance, or a breach, in either case in any material respect, of any covenant or agreement of Company in this Note (other than a default specified in clause (a) or (b) above) and continuance of such default or breach for a period of 30 days after receipt by Company of written notice from Holder as to such default or breach.

(d) Failure to deliver the Shares due upon exercise of Holder's conversion rights in accordance with Section 3.

(e) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of Company or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(f) Company shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (e) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing.

6. REMEDIES UPON DEFAULT. If an Event of Default occurs and is continuing, Holder may exercise any or all of the following rights and remedies, subject to Section 2.9:

(a) Declare the outstanding principal of, and any accrued and unpaid interest on, this Note to be immediately due and payable, and upon such declaration, the outstanding principal of, and any accrued and unpaid interest on, this Note shall immediately be due and payable, without presentment, demand, protest or any notice of any kind, all of which are expressly waived.

(b) Exercise any and all other rights and remedies available to Holder and otherwise available to creditors at law and in equity.

7. DEFINITIONS. For the purpose of this Note, the following terms shall have the specified meanings:

"**Change of Control**" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by an Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) other than (i) Christopher Pappas, John Pappas, Dean Facatselis or Kay Facatselis, (ii) the officers, directors or management of Parent as of the date hereof or (iii) any corporation, limited liability company or partnership owned and controlled directly or indirectly by an Person or Persons described in clauses (i) and (ii), of Equity Interests representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or (b) Parent, or an Affiliate thereof, shall cease to own and control all of the outstanding Equity Interests of Company on a fully diluted basis.

"**Conversion Amount**" means the sum of (i) the portion of the Principal Sum to be converted and (ii) accrued and unpaid interest with respect to such Principal Sum to, but excluding, the Conversion Date.

"**Conversion Price**" means $29.70, as such amount may be adjusted from time to time in accordance with the terms of this Note.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"**Escrow Account**" has the meaning assigned to such term in the Escrow Agreement.

"**Final Release Date**" has the meaning assigned to such term in the Escrow Agreement.

"**Indebtedness**" of any Person at any date means:

1) all indebtedness of such Person for borrowed money;

2) all obligations of such Person evidenced by credit agreements, notes, bonds, debentures or other similar instruments;

3) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities in respect of Indebtedness; provided, however, that in all events all obligations of Parent, Company and their subsidiaries in respect of acceptances, letter of credit or other similar facilities issued pursuant to the Parent Credit Agreement and the Parent Note Purchase Agreement or any other credit agreement shall be Indebtedness;

4) the implied debt component of any off balance sheet financing arrangement of any Person giving rise to Off Balance Sheet Liabilities;

5) the capitalized lease obligations of such Person;

6) Swaps of such Person; and

7) all guaranty obligations of such Person in respect of the Indebtedness of another Person.

"**Maturity Share Payment Amount**" means the sum of (i) the portion of the Principal Sum to be paid in shares of Parent Common Stock pursuant to Section 2.7 and (ii) accrued and unpaid interest with respect to such Principal Sum to, and including, the Maturity Date.

"**Maturity Share Price**" means the average closing trading price per share of Parent Common Stock on the Nasdaq Global Select Market, or such other market or exchange on which shares of Parent Common Stock are then traded, over the twenty (20) trading days ended on the business day immediately preceding the Maturity Date.

"**Off Balance Sheet Liabilities**" of a Person means (a) any repurchase obligation or liability of such Person or any of its Subsidiaries with respect to receivables sold by such Person or any of its Subsidiaries, (b) any liability of such Person or any of its Subsidiaries under any sale and leaseback transactions which do not create a liability on the consolidated balance sheet of such Person, (c) any liability of such Person or any of its Subsidiaries under any financing lease, or (d) any obligations of such Person or any of its Subsidiaries arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheets of such Person and its Subsidiaries.

"**Parent Credit Agreement**" means that certain Amended and Restated Credit Agreement, dated as of April 17, 2013, among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as borrowers, the other loan parties from time to time party thereto, the financial institutions party thereto as lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as the same may be amended and restated, supplemented or otherwise modified or amended from time to time).

"**Parent Note Purchase Agreement**" means that certain Note Purchase and Guarantee Agreement, dated April 17, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, Michael's Finer Meats, LLC, Michael's Finer Meats Holdings, LLC and other parties thereto, as guarantors, and each of the several purchasers (as the same may be amended and restated, supplemented or otherwise modified or amended from time to time).

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"**Senior Debt**" means:

(1) all Indebtedness of Parent, Company or any of their Subsidiaries under or in connection with the Parent Credit Agreement or under any other credit facilities entered into in connection with the refinancing of the Indebtedness outstanding under the Parent Credit Agreement;

(2) all Indebtedness of Parent, Company or any of their Subsidiaries under or in connection with the Parent Note Purchase Agreement or under any other note purchase agreements or credit facilities entered into in connection with the refinancing of the Indebtedness outstanding under the Parent Credit Agreement;

(3) any other Indebtedness of Parent, Company or any of their Subsidiaries owed to any Person other than Holder or Service, unless such indebtedness is expressly subordinated in right of payment to this Note; and

(4) with respect to each of the items listed in the preceding clauses (1), (2) and (3), all Indebtedness, guaranties and obligations owed by Parent, Company or any of their Subsidiaries pursuant to or in connection therewith, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to Company, Parent or any of their Subsidiaries, regardless of whether such claim is permitted or allowed in such proceeding), reimbursement obligations, prepayment premium, fees, expenses, indemnification payments, costs and expenses (including all fees and expenses of counsel to any holders of Senior Debt), in each case whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising, and all obligations and liabilities incurred in connection with collecting and enforcing the foregoing, together with all renewals, extensions, modifications or refinancings thereof.

"Subsidiary" means, as to any Person, any corporation, association or other business entity in which such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar function) of such entity, and any partnership or joint venture if more than a 50% interest in profits or capital thereof is owned by such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries (unless such partnership can and does ordinarily take major business actions without the approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"Swaps" means, with respect to any Person, payment obligations with respect to interest rate swaps, currency swaps, commodity swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency. For the purposes of this Note, the amount of the obligation under any Swap shall be the amount determined in respect thereof as of the end of the then most recently ended fiscal quarter of such Person, based on the assumption that such Swap had terminated at the end of such fiscal quarter, and in making such determination, if any agreement relating to such Swap provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount so determined.

8. MISCELLANEOUS.

8.1 Lost or Destroyed Note. Upon receipt of evidence reasonably satisfactory to Company of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, Company, at its expense, shall execute and deliver, in lieu thereof, a new Note of like date and tenor.

8.2 **Notices**. All notices, demands, requests, consents or other communications to be given or delivered under or by reason of the provisions of this Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the next Business Day, in each case with electronic confirmation of receipt, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period shall automatically be extended to the Business Day immediately following such day. Such notices, demands, requests, consents and other communications shall be sent to the following parties at the following addresses.

if to Company, to:

Del Monte Capitol Meat Company, LLC
c/o The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, CT 06877
Attn: Alexandros Aldous, General Counsel

with copies to (which shall not constitute notice to the Buyer or Parent):

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: D. Scott Holley, Esq.

if to Holder, to:

TJ Seafood, LLC
c/o TPBS, LLP
1545 River Park Dr.
Suite 375
Sacramento, CA 95815

With an optional copy to:

Wagner Kirkman Blaine Klomparens & Youmans, LLP
10640 Mather Blvd., Suite 200
Mather, CA 95655
Attn: Belan K. Wagner, Esq.

8.3 **Waivers**. The rights and remedies provided for herein are cumulative and not exclusive of any right or remedy that may be available to Holder whether at law, in equity, or otherwise. No delay, forbearance, or neglect by Holder, whether in one or more instances, in the exercise of any right, power, privilege, or remedy hereunder or in the enforcement of any term or condition of this Note shall constitute or be construed as a waiver thereof. No waiver shall constitute or be construed as a continuing waiver or a waiver in respect of any subsequent breach, either of similar or different nature, unless expressly so stated in such writing.

8.4 Specific Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of Sections 2.9, 3 and 4 of this Note were not performed in accordance with their specific intent or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent or cure breaches of the provisions of Sections 2.8, 3 and 4 of this Note, in addition to any other remedy to which they may be entitled by law or equity.

8.5 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Law of the State of New York shall control the interpretation and construction of this Note, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

8.6 Successors and Assigns. This Note and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of law, by contract, or otherwise) without the prior written consent of the other party hereto, which consent may be withheld in such other party's sole discretion. Any attempted assignment, delegation, or transfer in violation of this Section 8.6 shall be void and of no force or effect.

8.7 Amendments. This Note may be amended, modified, or supplemented only pursuant to a written instrument making specific reference to this Note and signed by Company and Holder. Notwithstanding anything herein to the contrary, this Note may not be amended, restated, supplemented or otherwise modified, except to the extent expressly permitted pursuant to the terms of the Subordination Agreement.

8.8 Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Note.

8.9 Descriptive Headings; No Strict Construction. The descriptive headings of this Note are inserted for convenience only and do not constitute a substantive part of this Note. The parties to this Note have participated jointly in the negotiation and drafting of this Note. If an ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Note. The parties agree that prior drafts of this Note shall be deemed not to provide any evidence as to the meaning of any provision hereof or the intention of the parties hereto with respect to this Note.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Note to be duly executed and delivered by their duly authorized representatives as of the date first above written.

Company:

Del Monte Capitol Meat Company, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: Corporate Secretary and General Counsel

Holder:

TJ SEAFOOD, LLC

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

APPENDIX I

CONVERSION NOTICE

Reference is made to the Convertible Subordinated Non-Negotiable Promissory Note (the "**Note**") issued to the undersigned by Del Monte Capitol Meat Company, LLC ("**Company**"). In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into shares of Common Stock of The Chefs' Warehouse, Inc., par value $0.001 per share (the "**Parent Common Stock**"), as of the date specified below.

Date of Conversion: _____

Aggregate Conversion Amount to be converted: _____

Please confirm the following information:

Conversion Price _____

Number of shares of Parent Common Stock to be issued: _____

Please issue the Parent Common Stock into which the Note is being converted in the following name and to the following address:

Issue to: _____

_____

_____

_____

Facsimile Number: _____

Authorization: _____
By:
Title:
Dated:

Exhibit 10.5

CONVERTIBLE SUBORDINATED NON-NEGOTIABLE PROMISSORY NOTE

THIS NOTE AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS PROVIDED HEREIN, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, OR SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS PERMITTED UNDER RULE 144 OF THE ACT OR IS OTHERWISE EXEMPT FROM SUCH REGISTRATION.

THIS NOTE AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF APRIL 6, 2015 BETWEEN THE HOLDER AND JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT, IN CONNECTION WITH (1) THE AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF APRIL 17, 2013 AMONG CERTAIN AFFILIATES OF THE COMPANY, AS BORROWERS, THE OTHER LOAN PARTIES FROM TIME TO TIME PARTY THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO AND JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, (2) THE NOTE PURCHASE AND GUARANTEE AGREEMENT, DATED AS OF APRIL 17, 2013, BY AND AMONG CERTAIN AFFILIATES OF THE COMPANY, AS CO-ISSUERS AND GUARANTORS, AND THE PURCHASERS PARTY THERETO, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (3) THE SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED IN SAID SUBORDINATION AGREEMENT) (INCLUDING INTEREST) OWED BY THE CHEFS' WAREHOUSE, INC. OR ANY SUBSIDIARY THEREOF TO THE HOLDERS OF SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED IN SAID SUBORDINATION AGREEMENT), AND THE HOLDER BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AGREEMENT, AND ANY AMENDMENTS TO THIS PARAGRAPH SHALL BE NULL AND VOID AND OF NO EFFECT WITHOUT THE PRIOR WRITTEN CONSENT OF SUCH COLLATERAL AGENT.

Del Monte Capitol Meat Company, LLC
Convertible Subordinated Non-Negotiable Promissory Note

$29,400,000 April 6, 2015

Del Monte Capitol Meat Company, LLC, a Delaware limited liability company ("**Company**"), for value received, hereby promises to pay to T.J. Foodservice Co., Inc. ("**Holder**"), the principal amount of Twenty-Nine Million and Four Hundred Thousand Dollars and no cents ($29,400,000) (the "**Principal Sum**") with interest on the unpaid principal balance hereof, all as hereinafter further provided.

1. PURCHASE AGREEMENT. This Convertible Subordinated Non-Negotiable Promissory Note (this "**Note**") has been issued by Company pursuant to an Asset Purchase Agreement, dated as of January 11, 2015, by and among The Chefs' Warehouse, Inc., a Delaware corporation ("**Parent**"), Company, Holder, TJ Seafood, LLC, a California limited liability company ("**Seafood**," and, together with Holder, the "**Company Sellers**"), the Shareholders party thereto, and the Sellers' Representative (as it may be amended from time to time in accordance with its terms, the "**Purchase Agreement**"). Initially capitalized terms not defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

2. PAYMENTS.

2.1 Maturity. If this Note has not previously been converted in accordance with Section 3 (or notice has not been given by Holder of its intent to convert this Note pursuant to Section 3) or redeemed in accordance with Sections 2.4(b) or 2.6, then the entire outstanding principal of, and any accrued and unpaid interest on, this Note shall be due and payable in full on April 6, 2021 (the "**Maturity Date**").

2.2 Interest. Interest on this Note shall accrue from the date hereof until this Note is paid in full at the rate of 2.5% per annum, and shall be payable annually in arrears on April 6 of each calendar year, beginning on April 6, 2016, and, if this Note has not been fully converted in accordance with the terms of Section 3 or redeemed in accordance with Sections 2.4(b) or 2.6, on the Maturity Date or any other date on which such unpaid principal balance shall become due and payable in full (each such date being an "**Interest Payment Date**"). All interest calculated under this Note shall be computed on the basis of a 365/366-day year and the actual number of days elapsed in any year. If any Interest Payment Date would fall on a day that is not a Business Day, the payment due on such Interest Payment Date will be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date.

2.3 Adjustments to Principal Sum under Purchase Agreement; Right of Offset.

2.3.1 Purchase Agreement. At such time that there has been a final determination pursuant to Section 1.5(d)(i) (Closing Date Adjusted EBITDA Purchase Price Adjustment) or Section 1.5(d)(ii) (Post-Closing Adjusted EBITDA Purchase Price Adjustment) of the Purchase Agreement that the Principal Sum hereunder will be decreased pursuant to the terms of Sections 1.5(d)(i) or 1.5(d)(ii) of the Purchase Agreement, as applicable, the Principal Sum will be decreased on the date of such final determination in accordance with the terms of the Purchase Agreement.

2.3.2 Right of Offset. Company may, subject to the terms of the Indemnification Agreement, offset the amount of any claim that a Buyer Indemnitee (as defined in the Indemnification Agreement) has against a Seller Indemnitor (as defined in the Indemnification Agreement) against the Principal Sum hereunder. If such claim has been agreed to by Company and Sellers' Representative or Company has delivered to Sellers' Representative a final, nonappealable order of a court of competent jurisdiction resolving such claim in favor of Company, then on and after the date of such claim, the Principal Sum will be reduced by an amount equal to such claim (as so agreed or resolved) and no interest will accrue on that portion of the Principal Sum in respect of which Company exercises its right of offset with respect to such claim in accordance with this Note and the Indemnification Agreement.

2.3.3 Pending Claim. In addition, notwithstanding anything contained in this Note to the contrary, to the extent that there are any pending claim(s) of Company (the "**Pending Claim**") under the Purchase Agreement or Indemnification Agreement (the dollar amount of such pending claim(s), the "**Pending Claim Amount**") that would result in a reduction in the Principal Sum hereunder and that remain unresolved on or after such time that any portion of the Principal Sum or any accrued interest thereon is due and payable hereunder (such amount payable by Company, the "**Note Payable Amount**"), Company will not be required to pay the portion of the Note Payable Amount equal to the Pending Claim Amount(s) until such time that, and except to the extent that, Company has withdrawn the Pending Claim or Sellers' Representative has delivered a final, nonappealable order of a court of competent jurisdiction resolving such Pending Claim in favor of Sellers' Representative.

2.4 No Prepayment.

(a) Except as provided in Section 2.4(b), Section 2.5 or in Section 2.6, Company may not prepay all or any part of the principal of, or accrued and unpaid interest on, this Note, without the prior written consent of Holder.

(b) (i) In the event that Parent or Company seek to incur any Senior Debt (including an amendment, restatement, renewal, extension or refinancing of the Parent Credit Agreement or the indebtedness that is the subject thereof or any of the indebtedness that is the subject of the Parent Note Purchase Agreement) ("**Additional Financing**") and the new lender with respect to such Additional Financing either (i) objects to the Maturity Date occurring prior to the maturity of such Additional Financing, or (ii) as a result of the existence of this Note imposes conditions, requirements or restrictions with respect to such Additional Financing that Company or Parent, in their sole discretion, view as unduly burdensome, Company may provide Holder with notice thereof (an "**Additional Financing Notice**").

(ii) Within fifteen (15) Business Days of its receipt of an Additional Financing Notice, Holder may notify Company in writing whether it has determined (which notification and determination shall be made in Holder's sole discretion) (A) to convert the outstanding Principal Sum of this Note into Common Stock in accordance with the provisions of Section 3 hereof, or (B) to extend the Maturity Date to a date that is six (6) months after the maturity of the Additional Financing. Any such conversion or extension made pursuant to this Section 2.4(b)(ii) shall be conditioned upon and effective upon the consummation of the Additional Financing.

(iii) In the event Holder shall not have provided Company with the notice described in Section 2.4(b)(ii) within fifteen (15) Business Days of its receipt of an Additional Financing Notice, or if Holder notifies Company within such fifteen (15) Business Day period that it chooses not to elect either of the options described in such Section, Company shall notify Holder in writing whether Company has determined (which determination shall be made in Company's sole discretion) (1) to continue this Note under its existing terms, or (2) to redeem this Note. Any such redemption shall occur upon the consummation of the Additional Financing by Company paying to Holder the outstanding principal of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the date of such prepayment.

2.5 Conversion or Redemption on Change of Control. Company shall give written notice of any proposed Change of Control to Holder at least twenty (20) Business Days before the consummation of such Change of Control. Following receipt of such notice from Company but in any event not less than five (5) Business Days prior to the date of the proposed Change of Control, Holder shall have the option, subject to and effective upon the consummation of the Change of Control, to either (a) exercise its conversion rights in accordance with Section 3 by delivering to Company written notice thereof, or (b) elect to require Company to redeem this Note for cash in an amount equal to the outstanding principal of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the date fixed for redemption (the "**Change of Control Redemption Price**"). The Change of Control Redemption Price shall be due and payable in full upon the consummation of the Change of Control.

2.6 Optional Redemption. From and after the one year anniversary of the Closing Date, if at any time the average closing trading price of a share of Parent Common Stock on the Nasdaq Global Select Market over twenty (20) consecutive trading days equals or exceeds the Conversion Price, Company may at any time thereafter, in its sole discretion and without penalty, upon not less than thirty (30) days' prior written notice (the "**Redemption Notice**") to Holder (i) redeem this Note for cash or (ii) convert this Note into fully paid, non-assessable shares of Parent Common Stock. Any redemption of this Note for cash in accordance with this Section 2.6 shall occur by Company paying to Holder on the date selected by Company, which shall not be earlier than the 31st day following the delivery of the Redemption Notice to Holder, (the "**Redemption Date**") the outstanding Principal Sum of, and any accrued and unpaid interest on, this Note accrued to, but excluding, the Redemption Date. Any conversion of this Note into shares of Parent Common Stock in accordance with this Section 2.6 shall occur by Parent issuing to Holder on the Redemption Date that number of shares of Parent Common Stock as shall be equal to the quotient resulting from dividing the Conversion Amount (as hereinafter defined) by the Conversion Price (as hereinafter defined).

2.7 Manner of Payment. Payments of principal and interest on this Note shall be made by wire transfer of immediately available funds to a bank account designated by Holder for such purpose from time to time by written notice to Company, in such currency of the United States as at the time of payment shall be legal tender; provided, however, that if any payment is due on this Note on the Maturity Date pursuant to Section 2.1 only, Company may, in its sole discretion, make any such payments (i) in cash or (ii) in shares of Parent Common Stock. If Company elects to make any payment in shares of Parent Common Stock pursuant to clause (ii) of the preceding sentence, the number of shares of Parent Common Stock issuable shall be determined by dividing (x) the Maturity Share Payment Amount by (y) the Maturity Share Price.

2.8 Waiver of Presentment. Company hereby expressly waives demand and presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, bringing of suit and diligence in taking any action to collect any amount called for hereunder, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission with respect to the collection of any amount called for hereunder.

2.9 Subordination. Notwithstanding anything in this Note to the contrary, the indebtedness evidenced hereby is subordinate and junior to the prior payment of the Indebtedness of Company and its Affiliates (including Parent) for borrowed money (other than such Indebtedness of Company that is expressly stated to be subordinated or junior to the indebtedness evidenced by this Note), whether outstanding as of the date of this Note or hereafter created, including, without limitation, all Senior Obligations (as defined in the Subordination Agreement). Immediately prior to the execution of this Note, the Holder has entered into that certain Subordination Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Subordination Agreement**") between the Holder and JPMorgan Chase Bank, N.A., as Collateral Agent, and notwithstanding anything contained herein to the contrary, no payments will be made by Company under this Note to the extent such payments are prohibited by the Subordination Agreement and Holder acknowledges and agrees that Company's failure to make such payments shall not constitute an Event of Default hereunder. In addition, by acceptance of this Note, Holder understands, acknowledges and agrees that, from time to time, it shall enter into such other agreements as may be requested by holders of Senior Obligations with respect to the terms of the subordination of this Note to such Senior Obligations.

3. CONVERSION. This Note shall be convertible into shares of Parent's common stock, par value $0.01 per share (the "**Parent Common Stock**"), on the terms and conditions set forth in this Section 3.

3.1 Conversion Right. At any time, and from time to time, on or after the date hereof, but in no event later than 4:00 p.m. New York City time on the Business Day immediately preceding the Redemption Date (as defined in Section 2.6, Holder shall be entitled to convert the outstanding and unpaid Conversion Amount (as hereinafter defined) into fully paid and non assessable shares of Parent Common Stock in accordance with Section 3.3 (the "**Shares**"), at the Conversion Rate (as hereinafter defined). No fractional shares shall be issued upon conversion of this Note, and any portion of the Conversion Amount that otherwise would be convertible into a fractional share shall be paid in cash in an amount based on the Conversion Price. Company shall pay any and all stock transfer, stamp, documentary and similar taxes (excluding any taxes on the income or gain of Holder) that may be payable with respect to the issuance and delivery of the Shares to Holder upon conversion of any Conversion Amount. Such conversion right shall expire at the close of business on the Maturity Date.

3.2 Conversion Rate. The number of Shares issuable upon conversion of any Conversion Amount pursuant to Section 3.1 (the "**Conversion Rate**") shall be determined by dividing (x) the Conversion Amount by (y) the Conversion Price.

3.3 Procedure for Conversion. To convert any Conversion Amount into Shares on any date (a "**Conversion Date**"), Holder shall (a) transmit by facsimile or otherwise in accordance with Section 8.2, for receipt on or prior to 4:00 p.m., New York City time, on such date, a copy of an executed notice of conversion in the form attached hereto as Appendix I (the "**Conversion Notice**") to Parent and Company and (b) cause this Note to be delivered to Company as soon as reasonably practicable on or following such date (but no later than within two Business Days following the date on which the Conversion Notice is given). On or before 4:00 p.m., New York City time, on the second Business Day following the date of receipt of a Conversion Notice, Company shall transmit by facsimile or otherwise in accordance with Section 8.2 a confirmation of receipt of such Conversion Notice to Holder (at the facsimile number provided in the Conversion Notice) and Company's transfer agent, if any. On or before 4:00 p.m., New York City time, on the fifth Business Day following the date of receipt of a Conversion Notice, Parent shall issue and deliver to the address as specified in the Conversion Notice, a certificate (or non-certificated Shares represented by book-entry on the records of Parent or Parent's transfer agent (the "**Book-Entry Shares**")), registered in the name of Holder, for the number of Shares to which Holder shall be entitled. Company shall, as soon as reasonably practicable and in no event later than five Business Days after receipt of this Note and at its own expense, issue and deliver to Holder a new Note representing the outstanding principal not converted. The Person(s) entitled to receive the Shares issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such Shares on the Conversion Date. No adjustment or payment will be made on conversion of any portion of the Note for interest accrued thereon. Company's delivery to the Holder of the full number of shares of Parent Common Stock into which the Note is convertible, together with any cash payment for fractional shares, shall be deemed to satisfy Company's obligation to pay the Principal Sum of the portion of the Note converted and to satisfy Company's obligation to pay accrued interest on the Principal Sum of the portion of the Note converted attributable to the period from the most recent Interest Payment Date to the Conversion Date.

4. ADJUSTMENTS TO THE CONVERSION SHARES.

4.1 Stock Dividends, Splits, Etc. If, at any time while this Note is outstanding, Parent declares or pays a dividend or other distribution on the outstanding shares of the Parent Common Stock payable in additional shares of the Parent Common Stock or other securities (including rights to acquire securities), then upon conversion of this Note, for each Share acquired, Holder shall receive, without cost to Holder, the total number of shares of Parent Common Stock or the total number and kind of other securities, as applicable, to which Holder would have been entitled had Holder held such Shares as of the date on which a record is taken for such dividend or other distribution. If Parent subdivides the outstanding shares of the Parent Common Stock by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Conversion Price shall be proportionately decreased as of the date on which a record is taken for such subdivision. If the outstanding shares of the Parent Common Stock are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Conversion Price shall be proportionately increased and the number of Shares shall be proportionately decreased as of the date on which a record is taken for such combination or consolidation.

5. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default (an "**Event of Default**"):

(a) A default in the payment of the principal of this Note, when and as the same shall become due and payable; provided, however, that the exercise by Company in good faith of its rights under Section 2.3 of this Note shall not constitute an Event of Default nor shall an Event of Default exist if such payment of principal is prohibited by the terms of the Subordination Agreement.

(b) A default in the payment of any interest on this Note, when and as the same shall become due and payable, which default shall continue for 15 Business Days after the date fixed for the making of such interest payment; provided, however, that the exercise by Company in good faith of its rights under Section 2.3 of this Note shall not constitute an Event of Default nor shall an Event of Default exist if such payment of interest is prohibited by the terms of the Subordination Agreement.

(c) A default in the performance, or a breach, in either case in any material respect, of any covenant or agreement of Company in this Note (other than a default specified in clause (a) or (b) above) and continuance of such default or breach for a period of 30 days after receipt by Company of written notice from Holder as to such default or breach.

(d) Failure to deliver the Shares due upon exercise of Holder's conversion rights in accordance with Section 3.

(e) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of Company or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(f) Company shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (e) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Company or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing.

6. REMEDIES UPON DEFAULT. If an Event of Default occurs and is continuing, Holder may exercise any or all of the following rights and remedies, subject to Section 2.9:

(a) Declare the outstanding principal of, and any accrued and unpaid interest on, this Note to be immediately due and payable, and upon such declaration, the outstanding principal of, and any accrued and unpaid interest on, this Note shall immediately be due and payable, without presentment, demand, protest or any notice of any kind, all of which are expressly waived.

(b) Exercise any and all other rights and remedies available to Holder and otherwise available to creditors at law and in equity.

7. DEFINITIONS. For the purpose of this Note, the following terms shall have the specified meanings:

"**Change of Control**" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by an Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) other than (i) Christopher Pappas, John Pappas, Dean Facatselis or Kay Facatselis, (ii) the officers, directors or management of Parent as of the date hereof or (iii) any corporation, limited liability company or partnership owned and controlled directly or indirectly by an Person or Persons described in clauses (i) and (ii), of Equity Interests representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Parent; or (b) Parent, or an Affiliate thereof, shall cease to own and control all of the outstanding Equity Interests of Company on a fully diluted basis.

"**Conversion Amount**" means the sum of (i) the portion of the Principal Sum to be converted and (ii) accrued and unpaid interest with respect to such Principal Sum to, but excluding, the Conversion Date.

"**Conversion Price**" means $29.70, as such amount may be adjusted from time to time in accordance with the terms of this Note.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"**Escrow Account**" has the meaning assigned to such term in the Escrow Agreement.

"**Final Release Date**" has the meaning assigned to such term in the Escrow Agreement.

"Indebtedness" of any Person at any date means:

1) all indebtedness of such Person for borrowed money;

2) all obligations of such Person evidenced by credit agreements, notes, bonds, debentures or other similar instruments;

3) all obligations of such Person, contingent or otherwise, as an account party or applicant under acceptance, letter of credit or similar facilities in respect of Indebtedness; provided, however, that in all events all obligations of Parent, Company and their subsidiaries in respect of acceptances, letter of credit or other similar facilities issued pursuant to the Parent Credit Agreement and the Parent Note Purchase Agreement or any other credit agreement shall be Indebtedness;

4) the implied debt component of any off balance sheet financing arrangement of any Person giving rise to Off Balance Sheet Liabilities;

5) the capitalized lease obligations of such Person;

6) Swaps of such Person; and

7) all guaranty obligations of such Person in respect of the Indebtedness of another Person.

"**Maturity Share Payment Amount**" means the sum of (i) the portion of the Principal Sum to be paid in shares of Parent Common Stock pursuant to Section 2.7 and (ii) accrued and unpaid interest with respect to such Principal Sum to, and including, the Maturity Date.

"**Maturity Share Price**" means the average closing trading price per share of Parent Common Stock on the Nasdaq Global Select Market, or such other market or exchange on which shares of Parent Common Stock are then traded, over the twenty (20) trading days ended on the business day immediately preceding the Maturity Date.

"Off Balance Sheet Liabilities" of a Person means (a) any repurchase obligation or liability of such Person or any of its Subsidiaries with respect to receivables sold by such Person or any of its Subsidiaries, (b) any liability of such Person or any of its Subsidiaries under any sale and leaseback transactions which do not create a liability on the consolidated balance sheet of such Person, (c) any liability of such Person or any of its Subsidiaries under any financing lease, or (d) any obligations of such Person or any of its Subsidiaries arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheets of such Person and its Subsidiaries.

"**Parent Credit Agreement**" means that certain Amended and Restated Credit Agreement, dated as of April 17, 2013, among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as borrowers, the other loan parties from time to time party thereto, the financial institutions party thereto as lenders, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as the same may be amended and restated, supplemented or otherwise modified or amended from time to time).

"**Parent Note Purchase Agreement**" means that certain Note Purchase and Guarantee Agreement, dated April 17, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, Michael's Finer Meats, LLC, Michael's Finer Meats Holdings, LLC and other parties thereto, as guarantors, and each of the several purchasers (as the same may be amended and restated, supplemented or otherwise modified or amended from time to time).

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"**Senior Debt**" means:

(1) all Indebtedness of Parent, Company or any of their Subsidiaries under or in connection with the Parent Credit Agreement or under any other credit facilities entered into in connection with the refinancing of the Indebtedness outstanding under the Parent Credit Agreement;

(2) all Indebtedness of Parent, Company or any of their Subsidiaries under or in connection with the Parent Note Purchase Agreement or under any other note purchase agreements or credit facilities entered into in connection with the refinancing of the Indebtedness outstanding under the Parent Credit Agreement;

(3) any other Indebtedness of Parent, Company or any of their Subsidiaries owed to any Person other than Holder or Seafood, unless such indebtedness is expressly subordinated in right of payment to this Note; and

(4) with respect to each of the items listed in the preceding clauses (1), (2) and (3), all Indebtedness, guaranties and obligations owed by Parent, Company or any of their Subsidiaries pursuant to or in connection therewith, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to Company, Parent or any of their Subsidiaries, regardless of whether such claim is permitted or allowed in such proceeding), reimbursement obligations, prepayment premium, fees, expenses, indemnification payments, costs and expenses (including all fees and expenses of counsel to any holders of Senior Debt), in each case whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising, and all obligations and liabilities incurred in connection with collecting and enforcing the foregoing, together with all renewals, extensions, modifications or refinancings thereof.

"Subsidiary" means, as to any Person, any corporation, association or other business entity in which such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar function) of such entity, and any partnership or joint venture if more than a 50% interest in profits or capital thereof is owned by such Person or one or more of its Subsidiaries or such Person and one or more of its Subsidiaries (unless such partnership can and does ordinarily take major business actions without the approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a "Subsidiary" is a reference to a Subsidiary of the Company.

"Swaps" means, with respect to any Person, payment obligations with respect to interest rate swaps, currency swaps, commodity swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency. For the purposes of this Note, the amount of the obligation under any Swap shall be the amount determined in respect thereof as of the end of the then most recently ended fiscal quarter of such Person, based on the assumption that such Swap had terminated at the end of such fiscal quarter, and in making such determination, if any agreement relating to such Swap provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount so determined.

8. MISCELLANEOUS.

8.1 Lost or Destroyed Note. Upon receipt of evidence reasonably satisfactory to Company of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, Company, at its expense, shall execute and deliver, in lieu thereof, a new Note of like date and tenor.

8.2 Notices. All notices, demands, requests, consents or other communications to be given or delivered under or by reason of the provisions of this Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the next Business Day, in each case with electronic confirmation of receipt, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period shall automatically be extended to the Business Day immediately following such day. Such notices, demands, requests, consents and other communications shall be sent to the following parties at the following addresses.

if to Company, to:

Del Monte Capitol Meat Company, LLC
c/o The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, CT 06877
Attn: Alexandros Aldous, General Counsel

with copies to (which shall not constitute notice to the Buyer or Parent):

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: D. Scott Holley, Esq.

if to Holder, to:

T.J. Foodservices Co., Inc.
c/o TPBS, LLP
1545 River Park Dr.
Suite 375
Sacramento, CA 95815

With an optional copy to:

Wagner Kirkman Blaine Klomparens & Youmans, LLP
10640 Mather Blvd., Suite 200
Mather, CA 95655
Attn: Belan K. Wagner, Esq.

8.3 Waivers. The rights and remedies provided for herein are cumulative and not exclusive of any right or remedy that may be available to Holder whether at law, in equity, or otherwise. No delay, forbearance, or neglect by Holder, whether in one or more instances, in the exercise of any right, power, privilege, or remedy hereunder or in the enforcement of any term or condition of this Note shall constitute or be construed as a waiver thereof. No waiver shall constitute or be construed as a continuing waiver or a waiver in respect of any subsequent breach, either of similar or different nature, unless expressly so stated in such writing.

8.4 Specific Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of Sections 2.9, 3 and 4 of this Note were not performed in accordance with their specific intent or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent or cure breaches of the provisions of Sections 2.8, 3 and 4 of this Note, in addition to any other remedy to which they may be entitled by law or equity.

8.5 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by, and construed in accordance with, the Laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal Law of the State of New York shall control the interpretation and construction of this Note, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

8.6 Successors and Assigns. This Note and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of law, by contract, or otherwise) without the prior written consent of the other party hereto, which consent may be withheld in such other party's sole discretion. Any attempted assignment, delegation, or transfer in violation of this Section 8.6 shall be void and of no force or effect.

8.7 Amendments. This Note may be amended, modified, or supplemented only pursuant to a written instrument making specific reference to this Note and signed by Company and Holder. Notwithstanding anything herein to the contrary, this Note may not be amended, restated, supplemented or otherwise modified, except to the extent expressly permitted pursuant to the terms of the Subordination Agreement.

8.8 Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Note.

8.9 Descriptive Headings; No Strict Construction. The descriptive headings of this Note are inserted for convenience only and do not constitute a substantive part of this Note. The parties to this Note have participated jointly in the negotiation and drafting of this Note. If an ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Note. The parties agree that prior drafts of this Note shall be deemed not to provide any evidence as to the meaning of any provision hereof or the intention of the parties hereto with respect to this Note.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Note to be duly executed and delivered by their duly authorized representatives as of the date first above written.

Company:

DEL MONTE CAPITOL MEAT COMPANY, LLC

By: /s/ Alexandros Aldous
Name: Alexandros Aldous
Title: Corporate Secretary and General Counsel

Holder:

T.J. FOODSERVICE CO., INC.

By: /s/ John DeBenedetti
Name: John DeBenedetti
Title: President

APPENDIX I

CONVERSION NOTICE

Reference is made to the Convertible Subordinated Non-Negotiable Promissory Note (the "**Note**") issued to the undersigned by Del Monte Capitol Meat Company, LLC ("**Company**"). In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into shares of Common Stock of The Chefs' Warehouse, Inc., par value $0.001 per share (the "**Parent Common Stock**"), as of the date specified below.

Date of Conversion: _____

Aggregate Conversion Amount to be converted: _____

Please confirm the following information:

Conversion Price: _____

Number of shares of Parent Common Stock to be issued: _____

Please issue the Parent Common Stock into which the Note is being converted in the following name and to the following address:

Issue to: _____

_____

_____

_____

Facsimile Number: _____

Authorization: _____
By:
Title:
Dated:

Exhibit 10.6

THE CHEFS' WAREHOUSE, INC.
RESTRICTED SHARE AWARD AGREEMENT
Transaction Bonus Award Grant

THIS TRANSACTION AWARD AGREEMENT (this "Agreement") is made and entered into as of the [__] day of [_____], 2015 (the "Grant Date"), between The Chefs' Warehouse, Inc., a Delaware corporation (together with its Subsidiaries, the "Company"), and [NAME] (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; and

WHEREAS, on January 12, 2015, the Company entered into a definitive agreement to purchase substantially all of the assets and certain equity interests of Del Monte Capitol Meat Co. and its affiliated companies (the "Transaction"); and

WHEREAS, on the date hereof the Company consummated the Transaction; and

WHEREAS, in recognition of the extraordinary contribution that the Grantee has made in connection with the Transaction, the Committee responsible for administering the Plan has granted a special award of 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 on the closing date of the Proposed Transaction. In the event that the Proposed Transaction is not consummated or abandoned, this Grant shall be void ab initio and without further force and effect. Notwithstanding the foregoing, one-half of the Shares subject to this Grant may not be transferred until the second anniversary of the closing of the Proposed Transaction and the remaining half may not be transferred until the fourth anniversary of the Proposed Transaction.

(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 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 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 SECURITES 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:

_____

Exhibit 10.7

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

THIS LTIP AWARD AGREEMENT (this "Agreement") is made and entered into as of the [__] day of [_____], 2015 (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
[___]%	[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 following a 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" (as "Cause" is defined in the Severance Agreement between the Grantee and the Company, dated August 1, 2014, 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 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 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 SECURITES 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.

16. Legal Fees. In the event of any dispute between the Company, the Grantee or others regarding the validity or enforceability of, or liability under, or breach by the Company of, any provision of this Agreement, the Company agrees to pay any legal fees and/or expenses that the Grantee may reasonably incur as a result of such dispute to the extent that the Grantee is the prevailing party in the dispute as to at least one issue; provided, however, that payment of legal fees and/or expenses shall not be provided to the Grantee later than the last day of the second calendar year in which the relevant fees or expenses were incurred.

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:

_____