

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

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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): August 1, 2014

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

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Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-35249  
(Commission  
File Number)

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

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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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) The Chefs' Warehouse, Inc. Executive Change in Control Plan

On August 1, 2014, upon approval and recommendation by the Compensation Committee (the "Committee") of the Board of Directors (the "Board") of The Chefs' Warehouse, Inc. (the "Company"), the Board approved and adopted The Chefs' Warehouse, Inc. Executive Change in Control Plan (the "Plan") for certain senior executives and officers of the Company, as determined by the Committee.

Under the Plan, upon a termination of a participant's employment by the Company without Cause or a resignation by the participant for Good Reason within the two-year period commencing on the date of a change in control, subject to the participant's execution and non-revocation of a release, the participant will be entitled to receive the following benefits:

- A cash amount equal to the participant's base salary multiplied by the applicable severance multiple;
- A cash amount equal to the participant's reference bonus multiplied by the applicable severance multiple;
- If the termination of employment occurs during the calendar year in which the change in control occurs, a prorated target annual bonus for the year of termination, and if the termination of employment occurs in a calendar year following the calendar year in which the change in control occurs, a prorated annual bonus for the year of termination paid at the same time and in the same form as annual bonuses are paid to active employees generally based on actual performance in respect of the performance year provided that all individual performance goals will be deemed attained at 100%; and
- A lump-sum cash payment in lieu of benefits continuation.

The applicable severance multiples range from one to three based on the participant's position. The applicable severance multiple for the Chief Executive Officer is three; for other Named Executive Officers is two; and for Executive Vice Presidents is one.

If any of the payments or benefits under the Plan are deemed to be parachute payments under Section 280G of the Internal Revenue Code, as amended (the "Code"), and be subject to the excise tax imposed under Section 4999 of the Internal Revenue Code, the payments or benefits will be reduced by the amount required to avoid the excise tax if the reduction would give the participant a better after-tax result than if he received the full payments and benefits.

The foregoing summary of the Plan is qualified in its entirety by reference to the complete text of the Plan, which is filed as Exhibit 10.1 hereto and incorporated herein by reference. All defined terms referenced above have the meanings ascribed thereto in the Plan.

Alexandros Aldous Severance Agreement

On August 1, 2014, the Company entered into a severance agreement (the "Severance Agreement") with Alexandros Aldous, its General Counsel and Corporate Secretary. Pursuant to the terms of the Severance Agreement, Mr. Aldous will be entitled to receive an amount equal to twelve (12) months of his base salary as in effect as of the date of the Severance Agreement or on the effective date of his termination, whichever is greater, following our termination of his employment without "cause." Mr. Aldous's agreement defines "cause" as the termination of his employment by the Company due to: (i) his conviction of, or plea of, *nolo contendere*, with respect to any felony, or any act of fraud, embezzlement or dishonesty by him against the Company or any of its subsidiaries; (ii) the commission of any act or omission by him involving fraud with respect to the Company or any of its subsidiaries or in connection with any relationship between the Company or any of its subsidiaries and any customer or supplier; (iii) his use of illegal drugs or repetitive abuse of other drugs or repetitive excess consumption of alcohol interfering with the performance of his duties; (iv) the gross negligence or willful misconduct in the performance of his duties with respect to the Company or any of its subsidiaries; or (v) his failure to follow the lawful directives of the Company's president and chief executive officer where he has been given written notice of the acts or omissions constituting such failure and has failed to cure such conduct, where susceptible to cure, within thirty (30) days following such notice.

The foregoing summary is qualified in its entirety by reference to the Severance Agreement, a copy of which is filed herewith as Exhibit 10.2 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

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

<b>Exhibit No.</b>	<b>Description</b>
10.1	The Chefs' Warehouse, Inc. Executive Change in Control Plan.
10.2	Severance Agreement, made as of August 1, 2014, by and between The Chefs' Warehouse, Inc. and Alexandros Aldous.

**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: August 6, 2014

**Exhibit Index**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
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**The Chefs' Warehouse, Inc.**

**Executive Change in Control Plan**

1. **Purpose.** The purpose of the The Chefs' Warehouse, Inc. Executive Change in Control Plan (the "**Plan**") is to assist selected officers and executives of The Chefs' Warehouse, Inc. (the "**Company**") in making a successful transition upon certain involuntary terminations following a Change in Control of the Company and to reduce the potential distraction of management personnel in the face of the uncertainty that a potential Change in Control could engender.
  2. **Definitions.** For purposes of this Plan, the following words and phrases have the meanings specified below:
    - 2.1 "**Accountants**" has the meaning set forth in Section 8.2.
    - 2.2 "**Administrator**" has the meaning set forth in Section 3.
    - 2.3 "**Base Salary**" the highest rate of annual base salary paid to the Participant by the Company during the greater of the twelve (12)-month period preceding (a) the Participant's date of termination and (b) the Change in Control Date.
    - 2.4 "**Board**" means the Board of Directors of the Company.
    - 2.5 "**Cause**" means any one or more of the following:
      - (a) the Participant's commission of, or plea of nolo contendere to (i) any felony or (ii) another crime, in either case involving dishonesty or which reflects negatively upon the Company or its affiliates or otherwise impair or impede its operations;
      - (b) the Participant's engaging in any willful misconduct, gross negligence, act of dishonesty, violence or threat of violence that is injurious to the Company or its affiliates;
      - (c) the Participant's material breach of any material written policy of the Company or its affiliates;
      - (d) the Participant's material failure to comply with any material applicable laws and regulations or professional standards relating to the business of the Company or its affiliates; or
      - (e) any other misconduct by the Participant that is injurious to the financial condition or business reputation of the Company or its affiliates.
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; provided, however, that with respect to clauses (b), (c), (d) and (e), the Company must notify the Participant of the conduct that is the basis for the potential Cause termination in writing within forty-five (45) days of its initial existence and the Participant shall have fifteen (15) days to cure such conduct, to the extent it can be cured, to prevent a termination for Cause by the Company. If the Participant cures the conduct that is the basis for the potential termination for Cause within such fifteen (15) day period, the Company's notice of termination shall be deemed withdrawn.

2.6 "**Change in Control**" means any one of the following:

- (a) any person or entity, including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, other than the Company or a wholly-owned Subsidiary thereof or any employee benefit plan of the Company or any of its Subsidiaries, becomes the beneficial owner of the Company's securities having 35% or more of the combined voting power of the then outstanding securities of the Company that may be cast for the election of directors of the Company (other than as a result of an issuance of securities initiated by the Company in the ordinary course of business);
- (b) as the result of, or in connection with, any cash tender or exchange offer, merger or other business combination, sale of assets or contested election, or any combination of the foregoing transactions, less than a majority of the combined voting power of the then outstanding securities of the Company or any successor corporation or entity entitled to vote generally in the election of the directors of the Company or such other corporation or entity after such transaction are held in the aggregate by the holders of the Company's securities entitled to vote generally in the election of directors of the Company immediately prior to such transaction;
- (c) during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of any such period; or
- (d) the stockholders of the Company approve a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all of the Company's assets, other than a liquidation of the Company into a wholly owned subsidiary.

2.7 "**Change in Control Date**" means the date on which a Change in Control is consummated.

2.8 "**Code**" means the U.S. Internal Revenue Code of 1986, as amended, and any successor thereto.

2.9 "**Committee**" means the Compensation Committee of the Board.

- 2.10 “**Company**” means The Chefs’ Warehouse, Inc., and any successor.
- 2.11 “**Covered Payments**” has the meaning set forth in Section 8.1.
- 2.12 “**Date of Separation**” means, with respect to a Participant, the date on which a Participant incurs a termination of employment.
- 2.13 “**Eligible Executive**” has the meaning set forth in Section 4.
- 2.14 “**Excise Tax**” has the meaning set forth in Section 8.1.
- 2.15 “**Good Reason**” means any one or more of the following actions or omissions:
- (a) any material reduction in a Participant’s position, authority, duties or responsibilities following the Change in Control as compared to such level immediately prior to the Change in Control;
  - (b) any material reduction in a Participant’s annual base salary or bonus opportunity as in effect immediately prior to the Change in Control; or
  - (c) the relocation (other than by mutual agreement) of the office at which the Participant is to perform the majority of his or her duties following the Change in Control to a location more than 30 miles from the location at which the Participant performed such duties prior to the Change in Control.
- ; provided, however, that the Participant must notify the Company of the conduct that is the basis for the potential Good Reason termination in writing within forty-five (45) days of its initial existence, such notice shall describe the conduct the Participant believes to constitute Cause and the Company shall have fifteen (15) days to cure such conduct. If the Company cures the conduct that is the basis for the potential termination for Cause within such fifteen (15) day period, the Participant’s notice of termination shall be deemed withdrawn. If the Participant does not give notice to the Company as described in this Section 2.15 within ninety (90) days after an event giving rise to Good Reason, the Participant’s right to claim Good Reason termination on the basis of such event shall be deemed waived.
- 2.16 “**Participant**” has the meaning set forth in Section 4.
- 2.17 “**Payment Date**” has the meaning set forth in Section 6.1.
- 2.18 “**Plan**” means this The Chefs’ Warehouse, Inc. Executive Change in Control Severance Plan, as described in this document and as amended from time to time.
- 2.19 “**Reference Bonus**” means (a) the average of the actual annual bonus awards paid to the Participant for the two (2) calendar years immediately preceding the Change in Control; (b) if the Participant has not been employed for two (2) full calendar years prior to the Change in Control, the average of the actual annual bonus award paid to the Participant for the year proceeding the Change in Control and the Participant’s target bonus amount for the year in which the Change in Control occurs; or (c) if the Participant has been employed less than one full calendar year, the target bonus amount for the year in which the Change in Control occurs.



- 2.20 “**Release**” has the meaning set forth in Section 7.
- 2.21 “**Severance Multiple**” means the number applicable to a Participant’s position as set forth on Exhibit A, as amended from time to time.
- 2.22 “**Subsidiary**” means any Person (other than the Company) of which 50% or more of its voting power or its equity securities or equity interest is owned directly or indirectly by the Company.
3. **Administration.** The Plan shall be administered by the Committee (the “**Administrator**”). Subject to the provisions of the Plan, the Administrator shall have exclusive authority to interpret and administer the Plan, to establish, amend and rescind appropriate rules and regulations relating to the Plan, to delegate some or all of its authority under the Plan to the extent permitted by law, and to take all such steps and make all such determinations in connection with the Plan and the benefits granted pursuant to the Plan as it may deem necessary or advisable. Any decision of the Administrator in the interpretation and administration of the Plan, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.
4. **Eligibility.** Eligibility under the Plan is limited to certain senior executives and officers of the Company as determined by the Administrator from time to time having the title of Executive Vice President and above (“**Eligible Executives**”). The Administrator in its sole discretion will select and notify those Eligible Executives who will participate in the Plan (“**Participants**”).
5. **No Effect on Equity Awards.** This Plan does not alter or amend any vesting or other terms and conditions of any equity-based compensation awards under the Company’s equity incentive compensation plan(s), which shall be governed by the terms and conditions set forth in the equity incentive compensation plan(s) and separate written grant agreements.
6. **Change in Control Severance Benefits.**
- 6.1 Upon a termination of a Participant’s employment by the Company without Cause or a resignation by the Participant for Good Reason during the two (2)-year period commencing on the Change in Control Date, subject to the provisions of the Plan, the Participant shall receive the following benefits:
- (a) A cash amount equal to the participant’s Base Salary multiplied by the applicable Severance Multiple;
  - (b) A cash amount equal to the Participant’s Reference Bonus multiplied by the applicable Severance Multiple; and
  - (c) (i) if the termination of employment occurs during the calendar year in which the Change in Control occurs, a prorated target annual bonus for the year of termination and (ii) if the termination of employment occurs in a calendar year following the calendar year in which the Change in Control occurs, a prorated annual bonus for the year of termination paid at the same time and in the same form as annual bonuses are paid to active employees generally based on actual performance in respect of the performance year; provided, however, that all individual performance goals shall be deemed attained at 100%.

The amounts payable pursuant to Sections 6.1(a), (b) and (c)(i) shall be made in a cash lump sum on the 60<sup>th</sup> day following the Date of Separation (the "**Payment Date**"), provided that the Participant executes the Release and the Release becomes effective and irrevocable in its entirety prior to such date. If the Release does not become effective and irrevocable prior to the 60<sup>th</sup> day following the Date of Separation, the Company shall have no obligation to make any payments or provide benefits pursuant to this Plan.

6.2 **Benefits Payment.** In addition, upon a termination of a Participant's employment by the Company without Cause or a resignation by the Participant for Good Reason during the two (2)-year period commencing on the Change in Control Date, in lieu of benefits continuation, the Company shall pay to the Participant on the Payment Date, a lump-sum cash payment in the amount set forth on Exhibit B. Nothing in this Section 6.2 shall be construed to impair or reduce a Participant's rights under COBRA or other applicable law.

6.3 **Legal Fees.** The Company shall pay all legal fees incurred by a Participant in connection with the Participant's enforcement of his or her rights under the Plan.

7. **Release.**

7.1 **Release.** A Participant shall only be entitled to receive the payments and benefits pursuant to Section 6 if he or she shall have executed and delivered (and, if applicable, not revoked) a release of claims against the Company (and its officers, directors, employees, affiliates, stockholders, etc.) in a form satisfactory to the Company in the Company's sole discretion (the "**Release**"), and such Release shall be in full force and effect. The form of Release shall be delivered to the Participant by the Company at the time of, or within seven (7) days following, the termination of the Participant's employment. From the date of delivery of the form of Release to the Participant by the Company, the Participant shall have a minimum of twenty-one (21) and a maximum of forty-five (45) days, as set forth therein, to review and execute the Release and deliver it to the Company. If required by law in order for the Release to become fully effective, the Participant shall be given the opportunity to revoke all or a portion the Release within seven (7) days after execution and delivery thereof (the "**Release Revocation Period**"). Should the Participant revoke all or any portion of the Release within any such revocation period, then the Participant will be treated hereunder as if he or she did not execute the Release.

7.2 If a Participant breaches any provision of the Release, the Administrator may determine that the Participant (i) will forfeit any unpaid portion of the payments provided pursuant to this Plan and (ii) will repay to the Company any amounts previously paid to him or her.

8. Section 280G.

- 8.1 Notwithstanding any other provision of this Plan or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to a Participant or for the Participant's benefit pursuant to the terms of this Plan or otherwise ("**Covered Payments**") constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 8 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then the Covered Payments shall be payable either (i) in full or (ii) reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax, whichever of the foregoing (i) or (ii) results in the Executive's receipt on an after-tax basis of the greatest amount of benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). Any such reduction shall be made by the Company in its sole discretion consistent with the requirements of Section 409A of the Code.
- 8.2 Any determination required under this Section 8 shall be made in writing in good faith by the accounting firm which was the Company's independent auditor immediately before the Change in Control (the "**Accountants**"). The Company and the Participant shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 8. The Company shall be responsible for all fees and expenses of the Accountants.

9. Section 409A. Notwithstanding anything to the contrary contained in this Plan, the payments and benefits provided under this Plan are intended to comply with or be exempt from Section 409A of the Code, and the provisions of this Plan shall be interpreted or construed with that intent. The Administrator may modify the payments and benefits under this Plan at any time solely as necessary to avoid adverse tax consequences under Section 409A; provided, however, that this Section 9 shall not create any obligation on the part of the Administrator to make such modifications or take any other action.

- 9.1 It is intended that the terms "termination" and "termination of employment" as used herein shall constitute a "separation from service" within the meaning of Section 409A.
- 9.2 Anything in the Plan to the contrary notwithstanding, each payment of compensation made to a Participant shall be treated as a separate and distinct payment from all other such payments for purposes of Section 409A.
- 9.3 The actual date of payment pursuant to the Plan shall be within the sole discretion of the Company. In no event may a Participant be permitted to control the year in which payment occurs.
- 9.4 Anything in the Plan to the contrary notwithstanding, if a Participant is a "specified employee" (within the meaning of Treasury Regulation Section 1.409A-1(i)) on the date of the Participant's termination of employment, then any payment or benefit which would be considered "nonqualified deferred compensation" within the meaning of Section 409A that the Participant is entitled to receive upon the Participant's termination of employment and which otherwise would be payable during the six-month period immediately following the Participant's termination of employment will instead be paid or made available on the first day of the seventh month following the Participant's termination of employment (or, if earlier, the date of the Participant's death).

- 9.5 With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (iii) such payments shall be made on or before the last day of the Participant's taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.
10. Withholding. The Company shall be entitled to withhold from payments to or on behalf of the Participant taxes and other authorized deductions.
11. Governing Law. This Plan shall be construed, interpreted and governed in accordance with the laws of the State of Delaware, without reference to rules relating to conflicts of law. Any disputes under this Plan shall be settled in the courts of New York County, New York.
12. Effect on Other Plans. This Plan supersedes in all respects any severance or change in control benefit plans, arrangements or policies of the Company that apply to Participants upon a Change in Control. Notwithstanding the foregoing, the Company and the Board reserve the right to adhere to other policies and practices that may be in effect for other groups of employees.
13. Amendment and Modification. Prior to a Change in Control, this Plan (including Exhibit A) may be modified, amended or terminated at any time by the Administrator without notice to Participants. Notwithstanding the foregoing, for a period of two (2) years following a Change in Control, the Plan (including Exhibit A) may not be discontinued, terminated or amended in such a manner that decreases the benefits payable to any Participant or that makes any provision less favorable for any Participant without the consent of the Participant.
14. No Employment Rights. Neither this Plan nor the benefits hereunder shall be a term of the employment of any employee, and the Company shall not be obligated in any way to continue the Plan. The terms of this Plan shall not give any employee the right to be retained in the employment of the Company.
15. Effective Date. This Plan shall become effective as of the date of its adoption by the Board.

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**Exhibit A**

**Severance Multiples**

<b><u>Executive</u></b>	<b><u>Applicable Severance Multiple</u></b>
Chief Executive Officer	3
Other Named Executive Officers (as set forth under the Company's most recent proxy statement or any successor or replacement executive officer)	2
Executive Vice Presidents	1

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**Exhibit B**

**Benefits Payment**

<b><u>Executive</u></b>	<b><u>Lump Sum Benefits Payment</u></b>
Chief Executive Officer	\$53,657.28
Other Named Executive Officers (as set forth under the Company's most recent proxy statement or any successor or replacement executive officer)	\$35,771.52
Executive Vice Presidents	\$17,885.76

**SEVERANCE AGREEMENT**

THIS SEVERANCE AGREEMENT (this "Agreement") is made as of August 1, 2014 by and between The Chefs' Warehouse, Inc., a Delaware corporation (together with its subsidiaries and affiliates, the "Company"), and Alexandros Aldous ("Employee").

WHEREAS, Employee is currently employed with the Company as General Counsel and Corporate Secretary.

WHEREAS, the parties wish to set forth all of the obligations between them with respect to the subject matter herein.

NOW, THEREFORE, in consideration of Employee's continued employment with the Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Severance. Employee will be entitled to receive an amount equal to twelve (12) months' of Employee's base salary as in effect as of the execution date of this Agreement or on the effective date of Employee's termination, whichever is greater, *provided that* Employee's employment has been terminated by the Company without Cause (as defined herein). Such amount shall be paid to Employee in equal weekly installments commencing in the first payroll period following the effective date of Employee's termination. "Cause" is defined as the termination of Employee's employment by the Company due to: (i) Employee's conviction of, or plea of, *nolo contendere*, with respect to any felony, or any act of fraud, embezzlement or dishonesty by Employee against the Company or any of its subsidiaries; (ii) the commission of any act or omission by Employee involving fraud with respect to the Company or any of its subsidiaries or in connection with any relationship between the Company or any of its subsidiaries and any customer or supplier; (iii) Employee's use of illegal drugs or repetitive abuse of other drugs or repetitive excess consumption of alcohol interfering with the performance of Employee's duties; (iv) the gross negligence or willful misconduct in the performance of Employee's duties with respect to the Company or any of its subsidiaries; or (v) Employee's failure to follow the lawful directives of the Company's president and chief executive officer where Employee has been given written notice of the acts or omissions constituting such failure and has failed to cure such conduct, where susceptible to cure, within thirty (30) days following such notice.

2. Legal Fees. In the event of any dispute between the Company, the Employee 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 Employee may reasonably incur as a result of such dispute to the extent that the Employee 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 Employee later than the last day of the second calendar year in which the relevant fees or expenses were incurred.

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3. At-Will Employment. Nothing in this Agreement is intended or may be construed to create an employment relationship of any particular duration. Employee acknowledges and agrees that he is an “at will” employee of the Company, and that either party may terminate Employee’s employment at any time, with or without Cause (as defined herein), and with or without notice.

4. Governing Law. This Agreement shall be governed by New York law without regard to conflicts of laws principles, and any action to enforce this Agreement must be brought and heard in a court within New York. The parties to this Agreement consent to personal jurisdiction in New York in any action commenced to enforce its terms.

5. Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

6. Section 409A of the Code. It is intended that amounts payable under this Agreement will either be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) and all regulations, guidance and other interpretive authority issued thereunder so as not to subject the Employee to payment of any additional tax, penalty or interest imposed under Section 409A, and this Agreement will be interpreted on a basis consistent with such intent. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment and the timing of payment is within the control of the Company. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. To the extent that the right to any payment hereunder provides for the “deferral of compensation” within the meaning of Section 409A(d)(1), if the Employee is a “Specified Employee” within the meaning of Section 409A(a)(2)(B)(i) on the date of the Employee’s “Separation from Service” within the meaning of Section 409A(a)(2)(A)(i), then no such payment shall be made or commence during the period beginning on the date of the Employee’s Separation from Service and ending on the date that is six months following the Employee’s Separation from Service or, if earlier, on the date of the Employee’s death. The amount of any payment that would otherwise be paid to the Employee during this period shall instead be paid to the Employee in a single lump sum on the fifteenth day of the first full calendar month following the end of the period (“Delayed Payment Date”). Any remaining payments and benefits due under this Agreement will be paid or provided without delay in accordance with the normal payment dates specified for them herein. References to the Employee’s “termination of employment” (and corollary terms) with the Company shall be construed to refer to the Employee’s “Separation from Service” with the Company (within the meaning of Section 1.409A).

*[signature page to follow]*



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

THE CHEFS' WAREHOUSE, INC.

By: /s/ Christopher Pappas

Name: Christopher Pappas

Title: CEO

By: /s/ Alexandros Aldous

ALEXANDROS ALDOUS

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