
**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): January 12, 2012

THE CHEFS' WAREHOUSE, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35249
(Commission
File Number)

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

**100 East Ridge Road,
Ridgefield, CT**
(Address of Principal Executive Offices)

06877
(Zip Code)

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

Not Applicable

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

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

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

On January 12, 2012, The Chefs' Warehouse, Inc. (the "Company") entered into an amended and restated employment agreement with John Pappas, its Vice Chairman, to reduce Mr. Pappas's base salary to \$250,000 and reset the term of his employment to a three-year term from the date of the amended and restated employment agreement with automatic extensions of the term for successive one-year terms unless either party to the agreement elects not to renew the agreement at least 60 days prior to the end of the term. Other than the changes to Mr. Pappas's base salary and term of employment, the amended and restated employment agreement is unchanged from his original employment agreement.

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

The Chefs' Warehouse, Inc. 2012 Cash Incentive Plan

On January 12, 2012, the Compensation Committee of the Company approved the Company's 2012 Cash Incentive Plan (the "2012 Plan"), which is a sub-plan of the Company's 2011 Omnibus Equity Incentive Plan (the "2011 Omnibus Plan"). The 2012 Plan is administered by the Compensation Committee of the Company. Subject to the terms of the 2012 Plan, the Compensation Committee of the Company has full power and authority to determine the eligible participants under the 2012 Plan and the applicable performance thresholds and the performance measurements that apply to each award.

The Compensation Committee of the Company determined that all of the Company's executive officers, including those that were identified in the Company's Registration Statement on Form S-1 filed in connection with the Company's initial public offering as the Company's named executive officers, are eligible to participate in the 2012 Plan. The Compensation Committee determined that for Christopher Pappas, the Company's Chief Executive Officer and President, John Pappas, the Company's Vice Chairman, and James Wagner, the Company's Chief Operating Officer, performance measurements for 2012 will be based solely on corporate goals relating to fully diluted earnings per share and revenue, each of which will be weighted equally. For all other participants, performance measurements for 2012 will be based on a combination of corporate goals relating to fully diluted earnings per share and revenue, each of which will be weighted equally, as well as individual performance goals. The 2012 Plan provides the Compensation Committee with full authority to amend, suspend or waive such rules and regulations it deems appropriate in administering the 2012 Plan.

For the Company's 2012 fiscal year, the Compensation Committee has set target awards under the 2012 Plan for each of the individuals identified as the Company's named executive officers in its Registration Statement on Form S-1 filed in connection with the Company's initial public offering. For Messrs. C. Pappas, J. Pappas and Wagner, the 2012 target award under the 2012 Plan is 100% of annual base salary. For Kenneth Clark, the Company's Chief Financial Officer and Assistant Secretary, and Frank O'Dowd, the Company's Chief Information Officer, the 2012 target award under the 2012 Plan is 50% of annual base salary. The maximum payout under the 2012 Plan with respect to the foregoing named executive officers is 200% of the target. Except for payouts to Messrs. C. Pappas and J. Pappas, any payout exceeding 100% of an individual's target will be paid in restricted stock which will vest on the first anniversary of the date of grant.

The foregoing summary is qualified in its entirety by reference to the 2012 Plan, a copy of which is filed herewith as Exhibit 10.2 and is incorporated herein by reference.

Equity Awards to Named Executive Officers

On January 12, 2012, the Compensation Committee of the Company granted a combination of performance-based restricted shares (“Performance Restricted Shares”) and time-based restricted shares (“Time-Based Restricted Shares”) to each of Messrs. Wagner, Clark and O’Dowd, pursuant to the 2011 Omnibus Plan.

The Performance Restricted Shares vest in equal one-third increments each year based upon the Company’s achievement of certain performance targets related to audited fully diluted earnings per share (“EPS”) for the fiscal years ending December 28, 2012, December 27, 2013 and December 26, 2014. Should the restrictions with respect to the Performance Restricted Shares not lapse for a particular performance period because the Company’s EPS for the fiscal year applicable to that performance period is not met, the restrictions with respect to those Performance Restricted Shares may lapse in subsequent years if the Company’s EPS for any subsequent fiscal year within the three-year period equal or exceed the EPS amount required for the forfeiture restrictions with respect to the Performance Restricted Shares associated with that fiscal year to lapse.

If the holder of Performance Restricted Shares terminates service as an employee of the Company for any reason, all Performance Restricted Shares not yet vested will be forfeited, unless such termination is the result of death or Disability (as defined in the 2011 Omnibus Plan), in which case all the unvested Performance Restricted Shares will immediately vest. In the event of a Change in Control (as defined in the 2011 Omnibus Plan) of the Company, the Compensation Committee shall determine the extent to which the Performance Restricted Shares shall vest, which determination may include (i) forfeiture of all Performance Restricted Shares, (ii) vesting of all Performance Restricted Shares, or (iii) partial vesting of the Performance Restricted Shares, based on time, actual performance or any other criteria in the sole discretion of the Compensation Committee.

The Compensation Committee granted Messrs. Wagner, Clark and O’Dowd 6,556, 7,212 and 6,163 Performance Restricted Shares, respectively. Messrs. C. Pappas and J. Pappas were not awarded any Performance Restricted Shares.

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

The Compensation Committee granted Messrs. Wagner, Clark and O'Dowd 4,371, 4,808 and 4,108 Time-Based Restricted Shares, respectively. Messrs. C. Pappas and J. Pappas were not awarded any Time-Based Restricted Shares.

The foregoing summary of the material terms of the Performance Restricted Shares and Time-Based Restricted Shares is qualified in its entirety by reference to (i) the Form of Performance Restricted Share Award Agreement (Officers and Employees) filed herewith as Exhibit 10.3 and (ii) the Form of Restricted Share Award Agreement (Officers and Employees) previously filed as Exhibit 10.17 to Amendment No. 2 to the Company's Registration Statement on Form S-1, each of which are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amended and Restated Employment Agreement, dated January 12, 2012, by and between The Chefs' Warehouse, Inc. and John Pappas
10.2	The Chefs' Warehouse, Inc. 2012 Cash Incentive Plan
10.3	Form of Performance Restricted Share Award Agreement (Officers and Employees)

SIGNATURES

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

THE CHEFS' WAREHOUSE, INC.

By: /s/ Alexandros Aldous

Name: Alexandros Aldous

Title: General Counsel

Date: January 19, 2012

EXHIBIT INDEX

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AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated as of January 12, 2012, is by and between The Chefs' Warehouse, Inc., a Delaware corporation with its principal place of business at 100 East Ridge Road, Ridgefield, Connecticut (together with its subsidiaries, the "Company"), and John Pappas, a resident of Upper Brookville, New York (the "Executive").

WITNESSETH:

WHEREAS, the Company and the Executive are parties to an Employment Letter, as amended by that certain First Amendment to Employment Letter, dated as of December 12, 2008, (as amended, the "Employment Letter"); and

WHEREAS, the Company and the Executive now desire to enter into this Agreement, which supersedes and replaces the Letter Agreement and sets forth the terms and conditions of the Executive's continuing employment with the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the Company and the Executive do hereby agree as follows:

1. Employment. The Company hereby continues to employ the Executive and the Executive hereby accepts continued employment with the Company, upon the terms and subject to the conditions set forth herein. The Executive shall continue to serve as Vice Chairman of the Company and such other office or offices to which Executive may be appointed or elected by the Board of Directors of the Company (the "Board of Directors"). Subject to the direction and supervision of the Board of Directors, the Executive shall perform such duties as are customarily associated with the office of Vice Chairman and such other offices to which Executive may be appointed or elected by the Board of Directors and such additional duties as the Board of Directors may determine. The Executive will report directly to the Board of Directors. During the term of employment, the Executive will devote the Executive's best efforts and full time and attention during normal business hours to the business and affairs of the Company. The Executive agrees to serve, without any additional compensation, as a director of the Company and as a member of the board of directors and/or as an officer of any subsidiary or affiliated entity of the Company. If the Executive's employment terminates for any reason, whether such termination is voluntary or involuntary, the Executive will resign as a director of the Company (and as a director and/or officer of any of the Company's subsidiaries or affiliated entities), such resignation to be effective no later than the date of termination of the Executive's employment with the Company.

2. Term. Subject to the provisions of termination as hereinafter provided, the initial term of the Executive's employment under this Agreement shall begin on the date hereof and shall terminate on the third anniversary of the date hereof (the "Initial Term"). Unless the Company notifies the Executive that his employment under this Agreement will not be extended or the Executive notifies the Company that he is not willing to extend his employment, the term of his employment under this Agreement shall automatically be extended for additional one (1) year periods on the same terms and conditions as set forth herein (individually and collectively, the "Renewal Term"). The Initial Term and the Renewal Term are sometimes referred to collectively herein as the "Term."

3. Notice of Non-Renewal. If the Company or the Executive elects not to extend the Executive's employment under this Agreement, the electing party shall do so by notifying the other party in writing not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4. Compensation.

4.1 Base Salary. Until termination of the Executive's employment with the Company pursuant to this Agreement, the Company shall pay the Executive a base salary ("Base Salary") of two hundred fifty thousand dollars (\$250,000.00) per annum, which shall be payable to the Executive in regular installments in accordance with the Company's general payroll policies and practices. The Executive's compensation will be reviewed periodically by the Board of Directors of the Company, or a committee or subcommittee thereof to which compensation matters have been delegated, and after taking into consideration both the performance of the Company and the personal performance of the Executive, the Board of Directors of the Company, or any such committee or subcommittee, in their sole discretion, may increase the Executive's compensation to any amount it may deem appropriate.

4.2 Bonus. In the event either the Company or the Executive, or both, respectively achieve certain financial performance and personal performance targets of the Company (as established by the Board of Directors, or a committee or subcommittee thereof to which compensation matters have been delegated) pursuant to a cash compensation incentive plan or similar plan or arrangement established by the Company, the Company shall pay to the Executive an annual cash bonus during the Term of this Agreement pursuant to the terms of such plan or arrangement. This bonus, if any, shall be paid to the Executive by March 15 of the year following the year in which the services which gave rise to the bonus were performed. The Board of Directors of the Company (or applicable committee or subcommittee) may review and revise the terms of the cash compensation incentive plan or similar plan referenced above at any time, after taking into consideration both the performance of the Company and the personal performance of the Executive, among other factors, and may, in their sole discretion, amend the cash compensation incentive or similar plan or arrangement in any manner it may deem appropriate; *provided, however*, that any such amendment to the plan or arrangement shall not affect the Executive's right to participate in such amended plan or plans.

4.3 Benefits. The Executive shall be entitled to four (4) weeks of paid vacation annually. In addition, the Executive shall be entitled to participate in all compensation or employee benefit plans or programs and receive all benefits and perquisites for which any salaried employees are eligible under any existing or future plan or program established by the Company for salaried employees. The Executive will participate to the extent permissible under the terms and provisions of such plans or programs in accordance with program provisions. These may include group hospitalization, health, dental care, life or other insurance, tax qualified pension, savings, thrift and profit sharing plans, termination pay programs, sick leave plans, travel or accident insurance, disability insurance, and equity-based incentive plans. Nothing in this Agreement shall preclude the Company from amending or terminating any of the plans or

programs applicable to salaried or senior executives as long as such amendment or termination is applicable to all salaried employees or senior executives. In addition, the Executive shall be reimbursed by the Company up to two thousand dollars (\$2,000.00) per month for a leased motor vehicle for the Executive's use in connection with the Executive's duties as an executive officer of the Company.

4.4 Expenses Incurred in Performance of Duties. The Company shall pay or promptly reimburse the Executive for all reasonable travel and other business expenses incurred by the Executive in the performance of the Executive's duties under this Agreement in accordance with the Company's policies in effect from time to time with respect to business expenses. Notwithstanding any other provision of this Section 4.4, the Executive shall be reimbursed for such expenses no later than December 31 of the year following the year in which such expenses were incurred.

4.5 Withholdings. All compensation payable hereunder shall be subject to withholding for federal income taxes, FICA and all other applicable federal, state and local withholding requirements.

4.6 Recoupment. Notwithstanding any other provision contained herein, any amounts paid or payable to the Executive pursuant to this Agreement or otherwise by the Company, including any equity compensation granted to the Executive, may be subject to forfeiture or repayment to the Company pursuant to any clawback policy as adopted by the Board of Directors from time to time and applicable to senior executives of the Company, and Executive hereby agrees to be bound by any such policy.

5. Termination of Agreement.

5.1 General. During the term of this Agreement, the Company may, at any time and in its sole discretion, terminate this Agreement with or without Cause, effective as of the date of provision of written notice to the Executive thereof.

5.2 Effect of Termination with Cause. If the Executive's employment with the Company shall be terminated with Cause during the Term of this Agreement: (i) the Company shall pay to the Executive the Base Salary earned through the date of termination of the Executive's employment with the Company (the "Termination Date"); and (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law or under the terms of any other agreement between the Company and the Executive. For purposes of this Agreement, "Cause" shall mean: (i) the engaging by the Executive in willful misconduct that is injurious to the Company or its affiliates, or (ii) the embezzlement or misappropriation of funds or property of the Company or its affiliates by the Executive; provided that, no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company.

5.3 Effect of Termination without Cause. If the Executive's employment with the Company shall be terminated by the Company without Cause during the Term of this Agreement: (i) the Company shall pay to the Executive the Base Salary earned through the

Termination Date; and (ii) the Company shall pay to the Executive an amount equal to the Executive's Base Salary, as in effect on the Termination Date, payable for a period of one (1) year from the Termination Date and on the same terms and with the same frequency as the Executive's Base Salary was paid prior to such termination. In addition to such Base Salary continuation, if the Executive's employment with the Company is terminated by the Company without Cause, then Executive shall be entitled to receive any bonus payment described in Section 4.2 previously earned by the Executive (but not paid), payable as provided in Section 4.2. For the avoidance of doubt, no bonus payment shall be "earned" within the meaning of the previous sentence unless the performance period applicable to such bonus has fully elapsed.

5.4 Resignation by the Executive. The Executive shall be entitled to resign the Executive's employment with the Company at any time during the Term of this Agreement. If the Executive resigns during the Term of this Agreement: (i) the Company shall pay to the Executive the Base Salary earned through the Termination Date; and (ii) the Company shall not have any further obligations to the Executive under this Agreement except those required to be provided by law or under the terms of any other agreement between the Company and the Executive.

5.5 Section 409A. It is intended that (1) each installment of the payments provided under this Agreement is a separate "payment" for purposes of Section 409A of the United States Internal Revenue Code of 1986 (the "Code") and (2) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(9)(iii), and 1.409A-1(b)(9)(v). Notwithstanding anything to the contrary in this Agreement, if the Company determines (i) that on the date Executive's employment with the Company terminates or at such other time that the Company determines to be relevant, the Executive is a "specified employee" (as such term is defined under Treasury Regulation 1.409A-1(i)(1)) of the Company and (ii) that any payments to be provided to the Executive pursuant to this Agreement are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code ("Section 409A Taxes") if provided at the time otherwise required under this Agreement then (A) such payments shall be delayed until the date that is six months after the date of Executive's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)) with the Company, or such shorter period that, as determined by the Company, is sufficient to avoid the imposition of Section 409A Taxes (the "Payment Delay Period") and (B) such payments shall be increased by an amount equal to interest on such payments for the Payment Delay Period at a rate equal to the prime rate in effect as of the date the payment was first due (for this purpose, the prime rate will be based on the rate published from time to time in The Wall Street Journal). Any payments delayed pursuant to this Section 5.5 shall be made in a lump sum on the first day of the seventh month following the Executive's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)), or such earlier date that, as determined by the Committee, is sufficient to avoid the imposition of any Section 409A Taxes.

6. Non-Competition, Non-Solicitation, Confidentiality and Non-Disclosure.

6.1 Non-Competition and Non-Solicitation. The Executive hereby covenants and agrees that during the Term of the Executive's employment hereunder and for a period of one (1) year thereafter, Executive shall not, directly or indirectly: (i) own any interest in, operate, join, control or participate as a partner, director, principal, officer or agent of, enter into the employment of, act as a consultant to, or perform any services for any entity (each a "Competing Entity") which has material operations which compete with any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of the Executive, proposes to engage; (ii) solicit any customer or client of the Company or any of its subsidiaries (other than on behalf of the Company) with respect to any business in which the Company or any of its subsidiaries is then engaged or, to the then existing knowledge of the Executive, proposes to engage; or (iii) induce or encourage any employee of the Company or any of its subsidiaries or affiliated entities to leave the employ of the Company or any of its subsidiaries or affiliated entities; provided, that the Executive may, solely as an investment, hold equity securities of the Company and not more than five percent (5%) of the combined voting securities of any publicly-traded corporation or other business entity. The foregoing covenants and agreements of the Executive are referred to herein as the "Restrictive Covenant." The Executive acknowledges that he has carefully read and considered the provisions of the Restrictive Covenant and, having done so, agrees that the restrictions set forth in this Section 6.1, including without limitation the time period of restriction set forth above, are fair and reasonable and are reasonably required for the protection of the legitimate business and economic interests of the Company. The Executive further acknowledges that the Company would not have entered into this Agreement absent Executive's agreement to the foregoing.

In the event that, notwithstanding the foregoing, any of the provisions of this Section 6.1 or any parts hereof shall be held to be invalid or unenforceable, the remaining provisions or parts hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions or parts had not been included herein. In the event that any provision of this Section 6.1 relating to the time period and/or the area of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or area of restriction and/or related aspects deemed reasonable and enforceable by such court shall become and thereafter be the maximum restrictions in such regard, and the provisions of the Restrictive Covenant shall remain enforceable to the fullest extent deemed reasonable by such court.

6.2 Confidential Information.

(a) Obligation to Maintain Confidentiality. The Executive acknowledges that the continued success of the Company depends upon the use and protection of a large body of confidential and proprietary information, including confidential and proprietary information now existing or to be developed in the future. "Confidential Information" will be defined as all information of any sort (whether merely remembered or embodied in a tangible or intangible form) that is (i) related to the Company's prior, current or potential business and (ii) not generally or publicly known. Therefore, the Executive agrees not to disclose or use for the Executive's own account any of such Confidential Information, except as reasonably necessary for the performance of the Executive's duties as an employee or director of the Company,

without prior written consent of the Board of Directors, unless and to the extent that any Confidential Information (i) becomes generally known to and available for use by the public other than as a result of the Executive's improper acts or omissions to act or (ii) is required to be disclosed pursuant to any applicable law, regulatory action or court order; provided, however, that the Executive must give the Company prompt written notice of any such legal requirement, disclose no more information than is so required, and cooperate fully with all efforts by the Company (at the Company's sole expense) to obtain a protective order or similar confidentiality treatment for such information. Upon the termination of the Executive's employment with the Company, the Executive agrees to deliver to the Company, upon request, all memoranda, notes, plans, records, reports and other documents (including copies thereof and electronic media) relating to the business of the Company (including, without limitation, all Confidential Information) that the Executive may then possess or have under the Executive's control, other than such documents as are generally or publicly known (provided, that such documents are not known as a result of the Executive's breach or actions in violation of this Agreement); and at any time thereafter, if any such materials are brought to the Executive's attention or the Executive discovers them in the Executive's possession, the Executive shall deliver such materials to the Company immediately upon such notice or discovery.

(b) Ownership of Intellectual Property. If the Executive creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, materials, documents or other work product or other intellectual property, either alone or in conjunction with third parties, at any time during the time that the Executive is employed by the Company ("Works"), to the extent that such Works were created, invented, designed, developed, contributed to, or improved with the use of any Company resources and/or within the scope of such employment (collectively, the "Company Works"), the Executive shall promptly and fully disclose such Company Works to the Company. Any copyrightable work falling within the definition of Company Works shall be deemed a "work made for hire" as such term is defined in 17 U.S.C. § 101. The Executive hereby (i) irrevocably assigns, transfers and conveys, to the extent permitted by applicable law, all right, title and interest in and to the Company Works on a worldwide basis (including, without limitation, rights under patent, copyright, trademark, trade secret, unfair competition and related laws) to the Company or such other entity as the Company shall designate, to the extent ownership of any such rights does not automatically vest in the Company under applicable law, and (ii) waives any moral rights therein to the fullest extent permitted under applicable law. The Executive agrees not to use any Company Works for the Executive's personal benefit, the benefit of a competitor, or for the benefit of any person or entity other than the Company. The Executive agrees to execute any further documents and take any further reasonable actions requested by the Company to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder, all at the Company's sole expense.

(c) Third Party Information. The Executive understands that the Company will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the time that the Executive is employed by the Company or serves on the Company's Board of Directors and at all times thereafter, the Executive will hold information which the Executive knows, or reasonably should know, to be Third Party Information in the strictest confidence and will not disclose to anyone

(other than personnel of the Company who need to know such information in connection with their work for the Company) or use, except in connection with the Executive's work for the Company, Third Party Information unless expressly authorized in writing by the Board of Directors or the information (i) becomes generally known to and available for use by the public other than as a result of the Executive's improper acts or omissions or (ii) is required to be disclosed pursuant to any applicable law, regulatory action or court order.

(d) Use of Information of Prior Employers. During the Term, the Executive shall not use or disclose any Confidential Information including trade secrets, if any, of any former employers or any other person to whom the Executive has an obligation of confidentiality, and shall not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality unless consented to in writing by the former employer or person. The Executive shall use in the performance of the Executive's duties only information that is (i) generally known and used by persons with training and experience comparable to the Executive's and that is (x) common knowledge in the industry or (y) is otherwise legally in the public domain, (ii) otherwise provided or developed by the Company or (iii) in the case of materials, property or information belonging to any former employer or other person to whom the Executive has an obligation of confidentiality, approved for such use in writing by such former employer or person.

(e) Disparaging Statements. During the time that the Executive is employed by the Company or serves on the Company's Board of Directors and at all times thereafter, the Executive shall not disparage the Company or any of its officers, directors, employees, agents or representatives, or any of such entities' products or services; provided, that the foregoing shall not prohibit the Executive from making any general competitive statements or communications about the Company or their businesses in the ordinary course of competition. The Company agrees that (i) it shall not issue any public statements disparaging the Executive and (ii) it shall take reasonable steps to ensure that the senior executive officers of the Company shall not disparage the Executive. Notwithstanding the foregoing, nothing in this Section 6.2(e) shall prevent the Executive or the Company from enforcing any rights under this Agreement or any other agreement to which the Executive and the Company are party, or otherwise limit such enforcement.

6.3 Enforcement. The parties hereto agree that money damages would not be an adequate remedy for any breach of Section 6.1 or 6.2 by the Executive or any breach of Section 6.2(e) by the Company, and any breach of the terms of Section 6.1 or 6.2 by the Executive or Section 6.2(e) by the Company would result in irreparable injury and damage to the other party for which such party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach of Section 6.1 or 6.2 by the Executive or of Section 6.2(e) by the Company, the Company or its successors or assigns or the Executive, as applicable, in addition to other rights and remedies existing in their or the Executive's favor, shall be entitled to specific performance and/or immediate injunctive or other equitable relief from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions of Section 6.1 or 6.2 (in the case of a breach by the Executive) or Section 6.2(e) (in the case of a breach by the Company) (without posting a bond or other security), without having to prove damages, and to the payment by the breaching party of all of the other party's costs and expenses, including

reasonable attorneys' fees and costs, in addition to any other remedies to which the other party may be entitled at law or in equity. The terms of this Section shall not prevent either party from pursuing any other available remedies for any breach or threatened breach hereof, including but not limited to the recovery of damages from the other party.

7. Indemnification. The Company shall indemnify the Executive to the fullest extent that would be permitted by law (including a payment of expenses in advance of final disposition of a proceeding) as in effect at the time of the subject act or omission, or by the Certificate of Incorporation of the Company as in effect at such time, or by the terms of any indemnification agreement between the Company and the Executive, whichever affords greatest protection to the Executive, and the Executive shall be entitled to the protection of any insurance policies the Company may elect to maintain generally for the benefit of its officers or, during the Executive's service in such capacity, directors (and to the extent the Company maintains such an insurance policy or policies, in accordance with its or their terms to the maximum extent of the coverage available for any company officer or director), against all costs, charges and expenses whatsoever incurred or sustained by the Executive (including but not limited to any judgment entered by a court of law) at the time such costs, charges and expenses are incurred or sustained, in connection with any action, suit or proceeding to which the Executive may be made a party by reason of his being or having been an officer or employee of the Company, or serving as an officer or employee of an affiliate of the Company, at the request of the Company, other than any action, suit or proceeding brought against the Executive by or on account of his breach of the provisions of any employment agreement with a third party that has not been disclosed by the Executive to the Company. The provisions of this Section 7 shall specifically survive the expiration or earlier termination of this Agreement.

8. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or mailed by registered mail, return receipt requested, or delivered by overnight courier service and shall be deemed to have been given on the date of its delivery, if delivered, and on the third (3rd) full business day following the date of the mailing, if mailed, to each of the parties thereto at the following respective addresses or such other address as may be specified in any notice delivered or mailed as above provided:

- (i) If to the Executive, to:
John Pappas
1 Fairway Ct.
Upper Brookville, New York 11771
- (ii) If to the Company, to:
The Chefs' Warehouse, Inc.
100 East Ridge Road
Ridgefield, Connecticut 06877
Attention: Alexandros Aldous
Facsimile: (203) 894-9108

9. Waiver of Breach. The waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party hereto to assert any rights hereunder on any occasion or series of occasions.

10. Assignment. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The Executive acknowledges that the services to be rendered by him are unique and personal, and the Executive may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

11. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties relating to the subject matter herein and supersedes in full and in all respects any prior oral or written agreement, arrangement or understanding between the parties with respect to Executive's employment with the Company, including without limitation the Letter Agreement. For the avoidance of doubt, the covenants contained herein are separate and apart from any covenants not to compete or solicit set forth in any non-competition and non-solicitation agreement between the Executive and the Company. This Agreement may not be amended or changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. Controlling 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 Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

13. Jurisdiction and Venue. This Agreement will be deemed performable by all parties in, and venue will exclusively be in the state or federal courts located in the State of Connecticut. The Executive and the Company hereby consent to the personal jurisdiction of these courts and waive any objections that such venue is objectionable or improper.

14. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. The losing party in any lawsuit or proceeding relating to or arising in any way from this Agreement or the matters contemplated hereby shall pay the reasonable attorneys' fees and costs of the prevailing party in such lawsuit or proceeding.

15. Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances will be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, will not be affected thereby, and each provision hereof will be validated and will be enforced to the fullest extent permitted by law.

16. Headings. The sections, subjects and headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[signature page to follow]

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

EXECUTIVE:

JOHN PAPPAS

/s/ John Pappas

COMPANY:

THE CHEFS' WAREHOUSE, INC.

By: /s/ Patricia Lecouras

Name: Patricia Lecouras

Title: Executive Vice President
Human Resources

THE CHEFS' WAREHOUSE, INC.
2012 CASH INCENTIVE PLAN

1. Purpose of the Plan.

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

2. Definitions.

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

(a) "**Award**" means a cash-based incentive award granted pursuant to the Plan.

(b) "**Board**" means the Board of Directors of the Company.

(c) "**Code**" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

(d) "**Committee**" means the Compensation Committee of the Board, or any successor thereto or any other committee designated by the Board to assume the obligations of the Committee hereunder.

(e) "**Company**" means The Chefs' Warehouse, Inc., a Delaware corporation, and its Subsidiaries.

(f) "**Participant**" means an employee of the Company or any of its Subsidiaries who is selected by the Committee to participate in the Plan pursuant to Section 4 of the Plan.

(g) "**Performance Period**" means the Company's 2012 fiscal year and/or any portion thereof or longer period designated by the Committee.

(h) "**Plan**" means The Chefs' Warehouse, Inc. 2012 Cash Incentive Plan.

(i) "**Subsidiary**" means a direct or indirect wholly-owned subsidiary of the Company.

3. Administration.

The Plan shall be administered by the Committee. The Committee shall have the authority to select the employees to be granted Awards under the Plan, to determine the size and terms of an Award (subject to the limitations imposed on Awards in Section 5 below), to modify the terms of any Award that has been granted, to determine the time when Awards will be made, the amount of any payments pursuant to such Awards, and the Performance Period to which they relate, to establish performance goals in respect of such Performance Periods and to determine whether such performance goals were attained. The Committee is authorized to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. Any decision of the Committee in the interpretation and administration of the Plan, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.

Determinations made by the Committee under the Plan need not be uniform and may be made selectively among Participants, whether or not such Participants are similarly situated. The Committee shall have the right to deduct from any payment made under the Plan any federal, state, local or foreign income or other taxes required by law to be withheld with respect to such payment. The Committee may delegate to one or more employees of the Company or any of its Subsidiaries, including, but not limited to the Company's Chief Executive Officer, the authority to take actions on its behalf pursuant to the Plan; provided, however, that only the Committee may determine Awards to executive officers.

4. Eligibility and Participation.

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

5. Awards.

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

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

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

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

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

(f) Payment. The amount of the Award payable as determined by the Committee for any Performance Period shall be paid to the Participant as soon as practicable following the close of the Performance Period but in no event later than the fifteenth day of the third month following the close of the Performance Period.

(g) Prorated Payment. Participants in the Plan hired after January 1, 2012 will, in the Committee's discretion, be eligible for a prorated payout at the end of the Performance Period if the performance goals applicable to such Participant are achieved.

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

6. Amendments or Termination.

The Committee has the right to amend or terminate this Plan in any manner it may deem appropriate in its discretion at any time, including, but not limited to, the ability to include or exclude any employee or group of employees from participation in the Plan, modify the award tiers or percentages or modify or waive performance goals. Furthermore, this Plan does not, nor should any Participant imply that it shall, create a contractual relationship or rights between the Plan, the Company or any Subsidiary thereof or any employee of the Company or any such Subsidiary.

7. No Right to Employment.

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

8. Nontransferability of Awards.

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

9. Offset of Awards.

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

10. Adjustments Upon Certain Events.

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

11. Recoupment of Award.

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

12. No Limit on Other Compensation Arrangements.

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

13. Miscellaneous Provisions.

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

14. Choice of Law.

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

15. Effectiveness of the Plan.

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

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

THIS PERFORMANCE RESTRICTED SHARE AWARD AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 20____ (the "Grant Date"), between The Chefs' Warehouse, Inc., a Delaware corporation (together with its Subsidiaries, the "Company"), and _____ (the "Grantee"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in The Chefs' Warehouse, Inc. 2011 Omnibus Equity Incentive Plan (the "Plan").

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

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

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

1. Grant of Performance Shares.

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

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

(c) For purposes of this Agreement, the term "Performance Period" shall mean, as applicable, each of the fiscal years of the Company ending December 28, 2012, December 27, 2013 and December 26, 2014 or the three-year period ending on December 26, 2014.

2. Terms and Rights as a Stockholder.

(a) Except as provided herein and subject to such other exceptions as may be determined by the Committee in its discretion, the number of Performance Shares subject to this Award that shall vest with respect to each Performance Period shall be determined pursuant to the performance criteria set forth on Exhibit A hereto. The number of Performance Shares originally subject to this Award that do not vest, if any, in accordance with this Section 2(a) shall be forfeited immediately by the Grantee upon the determination of the Committee that the necessary performance criteria have not been met.

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

(i) the Grantee shall not be entitled to the removal of the restricted legends or restricted account notices or to delivery of the stock certificate (if any) for any Shares until the Committee has determined that such Shares shall have vested pursuant to the terms of this Agreement and the fulfillment of any other restrictive conditions set forth herein;

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

(iii) except as otherwise provided herein or determined by the Committee at or after the grant of the Award hereunder, unless the Grantee remains in the continuous employment (or other service-providing capacity) of the Company for the entire Performance Period applicable to a portion of the Performance Shares, the Performance Shares related to such Performance Period shall be forfeited, and all rights of the Grantee to such Shares shall terminate, without further obligation on the part of the Company, as of the effective date of Grantee's termination of employment; and

(iv) any dividends otherwise payable on Performance Shares shall not be paid to the Grantee at the time such dividends are paid to the holders of Common Stock generally, but shall be paid to Grantee within fifteen days of the Committee's determination of the number of Performance Shares that become vested pursuant to the terms of Section 2(a) of this Agreement; provided, that any dividends otherwise payable with respect to Performance Shares that are forfeited pursuant to Section 2(a) shall not be paid.

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

(d) In the event of a Change in Control during the Performance Period, the Committee shall determine the extent to which the Performance Shares shall vest, which determination may include (i) forfeiture of all Performance Shares, (ii) vesting of all Performance Shares, or (iii) partial vesting of the Performance Shares, based on time, actual performance or any other criteria in the sole discretion of the Committee.

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

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

4. Delivery of Shares.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Company:

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

To the Grantee:

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

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

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

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

(remainder of page left blank intentionally)

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

THE CHEFS' WAREHOUSE, INC.

By: _____

GRANTEE:

EXHIBIT A

Performance Criteria

Following the end of each Performance Period, the number of Performance Shares that shall vest shall be determined by the Committee based on the following performance criteria:

- (1) the restrictions with respect to one-third of the Performance Shares, or _____ shares, shall lapse on the date that the Company's independent registered public accounting firm issues its report on the Company's financial statements for the fiscal year ending December 28, 2012, in the event that the Company's audited fully diluted earnings per share for the fiscal year ended December 28, 2012 is equal to or greater than \$0.93;
- (2) the restrictions with respect to one-third of the Performance Shares, or _____ shares, shall lapse on the date that the Company's independent registered public accounting firm issues its report on the Company's financial statements for the fiscal year ending December 27, 2013, in the event that the Company's audited fully diluted earnings per share for the fiscal year ended December 27, 2013 is equal to or greater than \$1.08; and
- (3) the restrictions with respect to one-third of the Performance Shares, or _____ shares, shall lapse on the date that the Company's independent registered public accounting firm issues its report on the Company's financial statements for the fiscal year ending December 26, 2014, in the event that the Company's audited fully diluted earnings per share for the fiscal year ended December 26, 2014 is equal to or greater than \$1.26; or
- (4) should the restrictions with respect to the Performance Shares granted hereunder not lapse for a particular Performance Period because the Company's audited fully diluted earnings per share for the fiscal year applicable to that Performance Period not be met, the restrictions with respect to those Performance Shares shall lapse if the Company's audited fully diluted earnings per share for any subsequent fiscal year within the three-year period equal or exceed the audited fully diluted earnings per share amount required for the forfeiture restrictions with respect to the Performance Shares associated with that fiscal year to lapse.