

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 28, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 001-35249



THE CHEFS' WAREHOUSE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

100 East Ridge Road
Ridgefield, Connecticut 06877
(Address of principal executive offices)

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01	CHEF	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Number of shares of common stock, par value \$.01 per share, outstanding at April 25, 2025: 40,683,508

THE CHEFS' WAREHOUSE, INC.

FORM 10-Q

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Statements in this report regarding the business of The Chefs' Warehouse, Inc. (the "Company") that are not historical facts are "forward-looking statements" that involve risks and uncertainties and are based on current expectations and management estimates; actual results may differ materially. Words such as "anticipates", "expects", "predicts", "contemplates", "projects", "forecasts", "intends", "plans", "believes", "seeks", "estimates", "could", "should", "will", "may", "would" and variations of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and/or could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. The risks and uncertainties which could impact these statements include, but are not limited to the following: our success depends to a significant extent upon general economic conditions, including disposable income levels and changes in consumer discretionary spending; the relatively low margins of our business, which are sensitive to inflationary and deflationary pressures and intense competition; changes in our credit profile and any effect they may have on our relationships with suppliers; the effects of rising costs for and/or decreases in supply of commodities, ingredients, packaging, other raw materials, distribution and labor; price reductions by our manufacturers of products that we sell which could cause the value of our inventory to decline or our customers to demand lower sales prices; fuel cost volatility and its impact on distribution, packaging and energy costs; our continued ability to promote our brand successfully, to anticipate and respond to new customer demands, and to develop new products and markets to compete effectively; our ability and the ability of our supply chain partners to continue to operate distribution centers and other work locations without material disruption, and to procure ingredients, packaging and other raw materials when needed despite disruptions in the supply chain or labor shortages; risks associated with the expansion of our business; our possible inability to identify new acquisitions or to integrate recent or future acquisitions, or our failure to realize anticipated revenue enhancements, cost savings or other synergies from recent or future acquisitions; other factors that affect the food industry generally, including: recalls if products become adulterated or misbranded, liability if product consumption causes injury, ingredient disclosure and labeling laws and regulations and the possibility that customers could lose confidence in the safety and quality of certain food products; new information or attitudes regarding diet and health or adverse opinions about the health effects of the products we distribute; dependence on independent certifications for products; changes in disposable income levels and consumer purchasing habits; competitors' pricing practices and promotional spending levels; fluctuations in the level of our customers' inventories and credit and other related business risks; and the risks associated with third-party suppliers, including the risk that any failure by one or more of our third-party suppliers to comply with food safety or other laws and regulations may disrupt our supply of raw materials or certain products or injure our reputation; our ability to recruit and retain senior management and a highly skilled and diverse workforce; unanticipated expenses, including, without limitation, litigation or legal settlement expenses, adverse judgments, or impairment charges; the cost and adequacy of our insurance policies; the impact and effects of public health crises, pandemics and epidemics and the adverse impact thereof on our business, financial condition, and results of operations; economic and other developments, or events, including adverse weather conditions, in the culinary markets in which we operate; information technology system failures, cybersecurity incidents, or other disruptions to our use of technology and networks; our ability to realize the benefits we anticipate from investments in information technology; our ability to protect our intellectual property; significant governmental regulation and any potential failure to comply with such regulations; changing rules, public disclosure regulations and stakeholder expectations on ESG-related matters; federal, state, provincial and local tax rules in the United States and the foreign countries in which we operate, including tax reform and legislation; climate change or the legal, regulatory or market measures being implemented to address climate change; the concentration of ownership among our existing executive officers, directors and their affiliates which may prevent new investors from influencing significant corporate decisions; risks relating to our substantial indebtedness; our ability to raise additional capital and/or obtain debt or other financing, on commercially reasonable terms or at all; our ability to meet future cash requirements, including the ability to access financial markets effectively and maintain sufficient liquidity; the effects of currency movements in the jurisdictions in which we operate as compared to the U.S. dollar; the effects of international trade disputes, tariffs, quotas and other import or export restrictions on our international procurement, sales and operations; other factors discussed elsewhere in this report and in our other public filings with the Securities and Exchange Commission ("SEC").

Any forward-looking statements are made pursuant to the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and, as such, speak only as of the date made. A more detailed description of these and other risk factors is contained in the Company's most recent Annual Report on Form 10-K filed with the SEC on February 25, 2025 and other reports, including this Quarterly Report on Form 10-Q, filed by the Company with the SEC since that date. The Company is not undertaking to update any information in the foregoing reports until the filing or effective dates of its future reports required by applicable laws.

PART I FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

THE CHEFS' WAREHOUSE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(Amounts in thousands, except share data)

	March 28, 2025	December 27, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 116,530	\$ 114,655
Accounts receivable, net of allowances (\$23,702 in 2025, \$22,341 in 2024)	335,846	366,311
Inventories	316,849	316,014
Prepaid expenses and other current assets	65,791	71,063
Total current assets	835,016	868,043
Property and equipment, net	294,255	275,781
Operating lease right-of-use assets	192,357	191,423
Goodwill	356,343	356,298
Intangible assets, net	154,302	160,383
Other assets	6,303	6,763
Total assets	\$ 1,838,576	\$ 1,858,691
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 249,545	\$ 266,775
Accrued liabilities	73,897	68,538
Short-term operating lease liabilities	21,898	21,965
Accrued compensation	41,651	50,078
Current portion of long-term debt	20,269	18,040
Total current liabilities	407,260	425,396
Long-term debt, net of current portion	681,078	688,744
Operating lease liabilities	188,647	187,079
Deferred taxes, net	16,066	15,891
Other liabilities	3,885	3,935
Total liabilities	1,296,936	1,321,045
Commitments and contingencies		
Stockholders' equity:		
Preferred Stock - \$0.01 par value, 5,000,000 shares authorized, no shares issued and outstanding at March 28, 2025 and December 27, 2024, respectively	—	—
Common Stock - \$0.01 par value, 100,000,000 shares authorized, 40,674,391 and 40,248,884 shares issued and outstanding at March 28, 2025 and December 27, 2024, respectively	406	402
Additional paid-in capital	392,636	399,111
Accumulated other comprehensive loss	(3,630)	(3,807)
Retained earnings	152,228	141,940
Total stockholders' equity	541,640	537,646
Total liabilities and stockholders' equity	\$ 1,838,576	\$ 1,858,691

See accompanying notes to the condensed consolidated financial statements.

THE CHEFS' WAREHOUSE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(Unaudited)
(Amounts in thousands, except share and per share amounts)

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Net sales	\$ 950,748	\$ 874,488
Cost of sales	724,753	665,052
Gross profit	225,995	209,436
Selling, general and administrative expenses	202,763	190,321
Other operating expenses, net	497	3,112
Operating income	22,735	16,003
Interest expense	10,253	13,244
Income before income taxes	12,482	2,759
Provision for income tax expense	2,194	828
Net income	\$ 10,288	\$ 1,931
Other comprehensive (loss) income:		
Foreign currency translation adjustments	177	(323)
Comprehensive income	\$ 10,465	\$ 1,608
Net income per share:		
Basic	\$ 0.27	\$ 0.05
Diluted	\$ 0.25	\$ 0.05
Weighted average common shares outstanding:		
Basic	38,695,791	37,820,725
Diluted	46,091,441	38,626,885

See accompanying notes to the condensed consolidated financial statements.

THE CHEFS' WAREHOUSE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(Unaudited)
(Amounts in thousands, except share amounts)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Treasury Stock		Total
	Shares	Amount				Shares	Amount	
Balance December 27, 2024	40,248,884	\$ 402	\$ 399,111	\$ (3,807)	\$ 141,940	—	\$ —	\$ 537,646
Net income	—	—	—	—	10,288	—	—	10,288
Stock compensation	—	—	4,121	—	—	—	—	4,121
Warrants exercised	9,479	—	—	—	—	—	—	—
Cumulative translation adjustment	—	—	—	177	—	—	—	177
Common stock issued under stock plans, net of shares surrendered to pay tax withholding	416,028	4	(10,596)	—	—	—	—	(10,592)
Balance March 28, 2025	40,674,391	\$ 406	\$ 392,636	\$ (3,630)	\$ 152,228	—	\$ —	\$ 541,640

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Treasury Stock		Total
	Shares	Amount				Shares	Amount	
Balance December 29, 2023	39,665,796	\$ 396	\$ 356,157	\$ (1,832)	\$ 99,951	—	\$ —	\$ 454,672
Net income	—	—	—	—	1,931	—	—	1,931
Stock compensation	—	—	3,590	—	—	—	—	3,590
Common stock repurchased	—	—	—	—	—	(134,553)	(5,004)	(5,004)
Warrants exercised	32,454	1	(1)	—	—	—	—	—
Cumulative translation adjustment	—	—	—	(323)	—	—	—	(323)
Common stock issued under stock plans, net of shares surrendered to pay tax withholding	75,105	1	(7,074)	—	—	—	—	(7,073)
Balance March 29, 2024	39,773,355	\$ 398	\$ 352,672	\$ (2,155)	\$ 101,882	(134,553)	\$ (5,004)	\$ 447,793

See accompanying notes to the condensed consolidated financial statements.

THE CHEFS' WAREHOUSE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Amounts in thousands)

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Cash flows from operating activities:		
Net income	\$ 10,288	\$ 1,931
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	12,244	9,234
Amortization of intangible assets	6,094	6,171
Provision for allowance for credit losses	2,702	4,361
Provision for deferred income taxes	205	334
Loss on debt extinguishment	—	289
Stock compensation	4,763	4,199
Change in fair value of contingent earn-out liabilities	—	(613)
Non-cash interest and other operating activities	1,316	1,578
Changes in assets and liabilities, net of acquisitions:		
Accounts receivable	27,826	16,411
Inventories	(774)	13,148
Prepaid expenses and other current assets	4,115	(454)
Accounts payable, accrued liabilities and accrued compensation	(19,591)	(22,914)
Other assets and liabilities	378	(2,775)
Net cash provided by operating activities	49,566	30,900
Cash flows from investing activities:		
Capital expenditures	(12,344)	(17,066)
Cash paid for acquisitions, net of cash acquired	—	(315)
Net cash used in investing activities	(12,344)	(17,381)
Cash flows from financing activities:		
Payment of debt and other financing obligations	(750)	(6,750)
Payment of finance leases	(3,253)	(1,125)
Common stock repurchases	—	(5,004)
Surrender of shares to pay withholding taxes	(11,409)	(7,073)
Cash paid for contingent earn-out liability	—	(1,300)
Payments under asset-based loan facility	(20,000)	—
Net cash used in financing activities	(35,412)	(21,252)
Effect of foreign currency on cash and cash equivalents	65	121
Net change in cash and cash equivalents	1,875	(7,612)
Cash and cash equivalents-beginning of period	114,655	49,878
Cash and cash equivalents-end of period	\$ 116,530	\$ 42,266

See accompanying notes to the condensed consolidated financial statements.

THE CHEFS' WAREHOUSE, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
(Amounts in thousands, except share and per share amounts)

Note 1 - Operations and Basis of Presentation

Description of Business and Basis of Presentation

The Chefs' Warehouse, Inc. (the "Company"), and its wholly-owned subsidiaries, is a distributor of specialty food and center-of-the-plate products in the United States, the Middle East and Canada. The Company is focused on serving the specific needs of chefs who own and/or operate restaurants, country clubs, hotels, caterers, culinary schools, bakeries, patisseries, chocolateries, cruise lines, casinos and specialty food stores.

The Company's quarterly periods end on the thirteenth Friday of each quarter. Every six to seven years, the Company will add a fourteenth week to its fourth quarter to more closely align its year-end to the calendar year.

Consolidation

The unaudited condensed consolidated financial statements include all the accounts of the Company and its direct and indirect wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Unaudited Interim Financial Statements

The accompanying unaudited condensed consolidated financial statements and the related interim information contained within the notes to such unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and the applicable rules of the Securities and Exchange Commission ("SEC") for interim information and quarterly reports on Form 10-Q. Accordingly, they do not include all the information and disclosures required by GAAP for complete financial statements. These unaudited condensed consolidated financial statements and related notes should be read in conjunction with the Company's audited consolidated financial statements and notes thereto for the fiscal year ended December 27, 2024 filed as part of the Company's Annual Report on Form 10-K (the "2024 Form 10-K").

The unaudited condensed consolidated financial statements appearing in this Form 10-Q have been prepared on the same basis as the audited consolidated financial statements included in the Company's 2024 Form 10-K, and in the opinion of management, include all normal recurring adjustments that are necessary for the fair statement of the Company's interim period results. The year-end consolidated balance sheet data was derived from the audited financial statements but does not include all disclosures required by GAAP. Due to seasonal fluctuations and other factors, the results of operations for the thirteen weeks ended March 28, 2025 are not necessarily indicative of the results to be expected for the full year.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from management's estimates.

Note 2 – Summary of Significant Accounting Policies

Revenue Recognition

The following table presents the Company’s net sales disaggregated by principal product category:

	Thirteen Weeks Ended			
	March 28, 2025		March 29, 2024	
Center-of-the-Plate	\$ 361,492	38.0 %	\$ 342,936	39.2 %
Specialty:				
Dry Goods	150,106	15.8 %	138,810	15.9 %
Produce	119,572	12.6 %	126,125	14.4 %
Pastry	128,538	13.5 %	101,868	11.6 %
Cheese and Charcuterie	65,175	6.9 %	59,299	6.8 %
Dairy and Eggs	76,069	8.0 %	58,126	6.6 %
Oils and Vinegars	31,650	3.3 %	29,806	3.4 %
Kitchen Supplies	18,146	1.9 %	17,518	2.1 %
Total Specialty	\$ 589,256	62.0 %	\$ 531,552	60.8 %
Total net sales	\$ 950,748	100 %	\$ 874,488	100 %

The Company determines its product category classification based on how the Company currently markets its products to its customers. The Company’s definition of its principal product categories may differ from the way in which other companies present similar information. Net sales by product category includes estimates of product mix for certain locations that are not yet fully integrated into the Company’s sales reporting system as of the reporting date.

Food Processing Costs

Food processing costs include, but are not limited to, direct labor and benefits, applicable overhead and depreciation of equipment and facilities used in food processing activities. Food processing costs included in cost of sales were \$18,252 and \$19,070 for the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively.

Share Repurchases

The Company has a share repurchase program that is executed through purchases made from time to time either in the open market or through private market transactions. During the thirteen weeks ended March 29, 2024, shares purchased under the program were recorded at cost and held as treasury stock. During the third quarter of fiscal 2024, these shares were retired and returned to the status of authorized and unissued shares.

Recent Accounting Pronouncements

Induced Conversions of Convertible Debt Instruments: In November 2024, the Financial Accounting Standards Board (“FASB”) issued guidance which clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. The guidance is effective for fiscal years beginning after December 15, 2025, and interim periods within that fiscal year. Early adoption is permitted. The impact of this guidance is dependent on future induced conversions, if any, of the Company’s convertible debt instruments.

Disaggregation of Income Statement Expenses: In November 2024, the FASB issued guidance to require disclosure in the notes to the financial statements of certain categories of expenses that are included on the face of the income statement, including purchases of inventory, employee compensation and depreciation and amortization, as well as additional disclosure about selling expenses. The guidance is effective for fiscal years beginning after December 15, 2026, and interim periods for fiscal years beginning after December 15, 2027 on a prospective basis. Early adoption is permitted. The Company expects to adopt this guidance when effective and is evaluating the impact of adoption on its consolidated financial statements, which is limited to financial statement disclosures.

Improvements to Income Tax Disclosures: In December 2023, the FASB issued guidance designed to improve the transparency and usefulness of income tax disclosures. The amendments include provisions to address the consistency of the income tax rate reconciliation and requirement to disaggregate income taxes paid by jurisdiction. The guidance was effective for the Company as of December 28, 2024 and the new disclosure requirements will be effective in the Company's Annual Report on Form 10-K for the fiscal year ending December 26, 2025. The impact of the guidance is limited to financial statement disclosures.

Note 3 – Net Income per Share

Basic net income per share is calculated by dividing net income by the weighted average number of shares of common stock outstanding during the period. Diluted net income per share adjusts basic net income per share for all the potentially dilutive shares outstanding during the period. When the Company's convertible notes are dilutive, interest on the convertible notes, net of tax, is added back to net income in order to calculate diluted earnings available to common shareholders.

The following table sets forth the computation of basic and diluted net income per common share:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Net income per share:		
Basic	\$ 0.27	\$ 0.05
Diluted	\$ 0.25	\$ 0.05
Weighted average common shares:		
Basic	38,695,791	37,820,725
Diluted	46,091,441	38,626,885

Reconciliation of net income per common share:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Numerator:		
Net income	\$ 10,288	\$ 1,931
Add effect of dilutive securities		
Interest on convertible notes, net of tax	1,212	—
Net income available to common shareholders	<u>\$ 11,500</u>	<u>\$ 1,931</u>
Denominator:		
Weighted average basic common shares outstanding	38,695,791	37,820,725
Dilutive effect of unvested common shares	827,795	756,440
Dilutive effect of stock options and warrants	72,885	49,720
Dilutive effect of convertible notes	6,494,970	—
Weighted average diluted common shares outstanding	<u>46,091,441</u>	<u>38,626,885</u>

Potentially dilutive securities that have been excluded from the calculation of diluted net income per common share because the effect is anti-dilutive are as follows:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Restricted share awards ("RSAs") and restricted stock units ("RSUs")	114,866	146,810
Convertible notes	—	7,392,817

Note 4 – Fair Value Measurements

Assets and Liabilities Measured at Fair Value

The Company's contingent earn-out liabilities are measured at fair value. These liabilities were estimated using Level 3 inputs. The fair value of contingent consideration was predominantly determined based on a probability-based approach which includes projected results, percentage probability of occurrence and the application of a discount rate to present value the payments. A significant change in projected results, discount rate, or probabilities of occurrence could result in a significantly higher or lower fair value measurement. Changes in the fair value of contingent earn-out liabilities are reflected in *other operating expenses, net* on the condensed consolidated statements of operations.

Contingent earn-out liabilities of \$750 as of March 28, 2025 and December 27, 2024 are reflected as *accrued liabilities* on the Company's condensed consolidated balance sheets. Contingent earn-out liability payments in excess of the acquisition date fair value of the underlying contingent earn-out liability are classified as operating activities on the Company's condensed consolidated statements of cash flows and all other such payments are classified as financing activities.

Fair Value of Financial Instruments

The carrying amounts reported in the Company's condensed consolidated balance sheets for accounts receivable and accounts payable approximate fair value due to their immediate to short-term nature. The fair values of the asset-based loan facility and term loan approximated their book values as of March 28, 2025 and December 27, 2024, as these instruments had variable interest rates that reflected current market rates available to the Company and are classified as Level 2 fair value measurements.

The following table presents the carrying value and fair value of the Company's convertible notes and its unsecured note issued in connection with the acquisition of Oakville Produce Partners, LLC ("GreenLeaf") in fiscal 2023 ("GreenLeaf Note"). The fair value of the Company's 2028 Convertible Senior Notes was based on bid/ask quotes as of or near the balance sheet date. The fair value of the GreenLeaf Note was determined based upon observable market prices of similar debt instruments.

	Fair Value Hierarchy	March 28, 2025		December 27, 2024	
		Carrying Value	Fair Value	Carrying Value	Fair Value
2028 Convertible Senior Notes	Level 2	\$ 287,500	\$ 398,547	\$ 287,500	\$ 365,556
GreenLeaf Note	Level 2	\$ 5,000	\$ 5,159	\$ 5,000	\$ 5,070

Note 5 – Inventories

Inventories consist primarily of finished product and are reflected net of adjustments for shrinkage, excess and obsolescence to approximate their net realizable value totaling \$10,297 and \$11,579 at March 28, 2025 and December 27, 2024, respectively.

Note 6 – Property and Equipment

Property and equipment is net of accumulated depreciation and amortization of \$161,333 and \$147,902 at March 28, 2025 and December 27, 2024, respectively.

Note 7 – Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill are presented as follows:

Carrying amount as of December 27, 2024	\$ 356,298
Foreign currency translation	45
Carrying amount as of March 28, 2025	<u>\$ 356,343</u>

Other intangible assets are net of accumulated amortization of \$163,126 and \$157,032 as of March 28, 2025 and December 27, 2024, respectively. Amortization expense for other intangibles was \$6,094 and \$6,171 for the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively.

Note 8 – Debt Obligations

Debt obligations as of March 28, 2025 and December 27, 2024 consisted of the following:

	Weighted Average Effective Interest Rate at March 28, 2025	Maturity	March 28, 2025	December 27, 2024
Senior secured term loans	8.57 %	August 2029	\$ 259,250	\$ 260,000
2028 Convertible senior notes	2.77 %	December 2028	287,500	287,500
Asset-based loan facility	6.47 %	March 2027	100,000	120,000
Finance leases and other financing obligations	6.79 %	Various	67,583	52,673
Unamortized deferred costs			(12,986)	(13,389)
Total debt obligations			701,347	706,784
Less: current installments			(20,269)	(18,040)
Total long-term debt			\$ 681,078	\$ 688,744

Senior Secured Term Loan Credit Facility

In March 2024, the Company entered into an amendment (“Eleventh Amendment”) to its senior secured term loan agreement, which reduced the interest rate spread on its senior secured term loan facility. As a result of this amendment, the Company incurred a loss on debt extinguishment of \$50 during the thirteen weeks ended March 29, 2024, which represents the portion of unamortized deferred financing fees attributable to the lender that exited the loan syndicate. Arrangement fees of \$775 and third-party transaction costs of \$91 were expensed as incurred during the thirteen weeks ended March 29, 2024 and included in *interest expense* and *other operating expenses*, respectively, within the Company’s condensed consolidated statements of operations.

Additionally, during the thirteen weeks ended March 29, 2024, the Company made voluntary principal prepayments totaling \$6,000 towards the senior secured term loan. In connection with the prepayments, the Company wrote-off unamortized deferred financing fees of \$239 during the thirteen weeks ended March 29, 2024, which were included in *interest expense* within the Company’s condensed consolidated statements of operations.

Convertible Notes

The net carrying value of the Company’s 2028 convertible senior notes as of March 28, 2025 and December 27, 2024 was:

	March 28, 2025			December 27, 2024		
	Principal Amount	Unamortized Deferred Costs	Net Amount	Principal Amount	Unamortized Deferred Costs	Net Amount
2028 Convertible Notes	\$ 287,500	\$ (4,297)	\$ 283,203	\$ 287,500	\$ (4,584)	\$ 282,916

The components of interest expense on the Company’s convertible notes were as follows:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Coupon interest	\$ 1,707	\$ 1,893
Amortization of deferred costs and premium	286	333
Total interest	\$ 1,993	\$ 2,226

As of March 28, 2025, the Company had reserved \$37,575 of its asset-based loan facility for the issuance of letters of credit and funds totaling \$162,425 were available for borrowing.

Note 9 – Stockholders' Equity

Equity Awards

The following table reflects the activity of RSAs and RSUs during the thirteen weeks ended March 28, 2025:

	Time-based		Performance-based		Market-based	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Unvested at December 27, 2024	483,284	\$ 35.68	881,500	\$ 34.79	303,036	\$ 30.04
Granted	192,089	63.67	528,973	63.67	35,101	61.16
Vested	(158,796)	34.80	(162,351)	32.45	(162,351)	29.12
Forfeited	(8,543)	37.37	(149,880)	33.52	—	—
Unvested at March 28, 2025	508,034	\$ 46.51	1,098,242	\$ 49.22	175,786	\$ 37.10

The Company granted 756,163 RSAs and RSUs to its employees and directors at a weighted average grant date fair value of \$63.55 during the thirteen weeks ended March 28, 2025. These awards are a mix of time-, market- and performance-based grants that generally vest over a range of periods up to five years. The Company recognized expense on its RSAs and RSUs totaling \$4,121 and \$3,590 during the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively. No share-based compensation expense has been capitalized.

At March 28, 2025, the total unrecognized compensation cost for unvested RSAs and RSUs was \$36,692 and the weighted-average remaining period was approximately 2.1 years. Of this total, \$21,261 related to awards with time-based vesting provisions and \$15,431 related to awards with performance- and market-based vesting provisions. At March 28, 2025, the weighted-average remaining period for time-based vesting and performance-based vesting RSAs and RSUs were approximately 1.9 years and 2.3 years, respectively.

Performance-Based Restricted Share Units

In February 2025, the Company's Board of Directors approved a grant of a total of 541,375 performance-based restricted share units ("PSUs") to certain of the Company's officers and employees under the Company's 2019 Omnibus Equity Incentive Plan. The PSUs, which have a four-year term from the date of grant, are subject to service and performance conditions and will only become vested and payable to the extent that a qualifying change in control occurs during the four-year period. The fair value of these awards was \$16,056 at March 28, 2025, which was determined using a Monte Carlo simulation in order to model a range of possible future stock prices for the Company's common stock. No share-based compensation expense has been recorded in fiscal 2025 for these PSUs.

Share Repurchase Program

In November 2023, the Company announced a two-year share repurchase program in an amount up to \$100,000. The remaining share purchase authorization was \$82,617 at March 28, 2025. The Company is not obligated to repurchase any specific number of shares and may suspend or discontinue the program at any time.

Note 10 – Income Taxes

The Company's effective tax rate was 17.6% and 30.0% for the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively. The effective tax rate for the thirteen weeks ended March 28, 2025 reflects the annual effective tax rate estimated for the full fiscal year, adjusted for a discrete item related to a tax benefit from the vesting of stock awards during the period. The effective tax rate otherwise varies from the 21% statutory rate primarily due to state taxes and permanent adjustments.

As a result of a five year carryback allowed under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the Company carried back its 2020 federal income tax loss, which resulted in a income tax refund receivable of \$26,240 as of March 28, 2025. The receivable is reflected in *prepaid expenses and other current assets* on the Company's condensed consolidated balance sheet.

The Organization for Economic Co-operation and Development (the “OECD”) introduced a framework under Pillar Two which includes a global corporate minimum tax rate of 15%. Some jurisdictions in which the Company operates have started to enact laws implementing Pillar Two, including Canada which enacted the rule in June 2024. The Company is monitoring these developments and currently does not believe the rules effective in fiscal 2025 will have a material impact on its consolidated financial statements.

Note 11 – Segment Information

The Company’s business consists of three operating segments: East, Midwest and West that aggregate into one reportable segment, foodservice distribution, which is concentrated primarily in the United States.

The accounting policies of the foodservice distribution segment are the same as those for the consolidated company. The Company’s chief operating decision maker, who is the Company’s chief executive officer, uses gross profit as the measure of profit or loss to assess segment performance and allocate resources.

Consolidated gross profit, reported on the statement of operations and comprehensive income, is used to evaluate whether to reinvest profits into the foodservice distribution segment or into other parts of the entity, such as for acquisitions or to repurchase its common shares. Additionally, gross profit is used to monitor budget versus actual results and in competitive analysis by benchmarking to the Company’s competitors. Consolidated total assets, reported on the balance sheet, is the measure of segment assets.

The following table presents information about the Company’s foodservice distribution segment:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Net sales	\$ 950,748	\$ 874,488
Less:		
Cost of sales - non-production costs ⁽¹⁾	706,501	645,982
Cost of sales - food processing costs ⁽²⁾⁽³⁾	18,252	19,070
Cost of sales	<u>724,753</u>	<u>665,052</u>
Gross profit	<u>\$ 225,995</u>	<u>\$ 209,436</u>

⁽¹⁾ Non-production costs represent the net purchase price paid for products sold, plus the cost of transportation necessary to bring the product to the Company’s distribution facilities. Non-production costs include purchase incentives and product purchase credits from certain vendors.

⁽²⁾ Food processing costs include but are not limited to, direct labor and benefits, applicable overhead and depreciation of equipment and facilities used in food processing activities.

⁽³⁾ Food processing costs included \$261 and \$336 of depreciation expense for the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively.

Note 12 – Supplemental Disclosures of Cash Flow Information

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Supplemental cash flow disclosures:		
Cash paid for income taxes	\$ 376	\$ 1,522
Cash paid for interest, net of cash received	8,228	10,403
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 9,934	\$ 9,812
Operating cash flows from finance leases	1,019	379
ROU assets obtained in exchange for lease liabilities:		
Operating leases	\$ 6,094	\$ 396
Finance leases	17,591	11,587

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is provided as a supplement to the accompanying condensed consolidated financial statements and footnotes to help provide an understanding of our financial condition, changes in our financial condition and results of operations. The following discussion should be read in conjunction with information included in our Annual Report on Form 10-K for the fiscal year ended December 27, 2024 (the "2024 Form 10-K") filed with the SEC. Unless otherwise indicated, the terms "Company", "Chefs' Warehouse", "we", "us" and "our" refer to The Chefs' Warehouse, Inc. and its subsidiaries. All dollar amounts included in the tables in the following discussion are presented in thousands.

Business Overview

We are a premier distributor of specialty foods in the leading culinary markets in the United States, the Middle East and Canada. We offer more than 88,000 stock-keeping units ("SKUs"), ranging from high-quality specialty foods and ingredients to basic ingredients and staples and center-of-the-plate proteins. We serve more than 50,000 core customer locations, primarily located in our 23 geographic markets across the United States, the Middle East and Canada, and the majority of our customers are independent restaurants and fine dining establishments. We also sell certain of our center-of-the-plate products directly to consumers through our Allen Brothers subsidiary.

RESULTS OF OPERATIONS

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Net sales	\$ 950,748	\$ 874,488
Cost of sales	724,753	665,052
Gross profit	225,995	209,436
Selling, general and administrative expenses	202,763	190,321
Other operating expenses, net	497	3,112
Operating income	22,735	16,003
Interest expense	10,253	13,244
Income before income taxes	12,482	2,759
Provision for income tax expense	2,194	828
Net income	\$ 10,288	\$ 1,931

Thirteen Weeks Ended March 28, 2025 Compared to Thirteen Weeks Ended March 29, 2024

Net Sales

	2025	2024	\$ Change	% Change
Net sales	\$ 950,748	\$ 874,488	\$ 76,260	8.7 %

Net sales increased due to organic growth as there was no impact from acquisitions. Case count increased approximately 5.7% in our specialty category. In addition, unique customers and placements in our specialty category increased 4.5% and 7.7%, respectively, compared to the prior year period. Pounds sold in our center-of-the-plate category decreased 1.3% compared to the prior year. Estimated inflation was 4.8% in our specialty category and 5.9% in our center-of-the-plate category compared to the prior year period.

Gross Profit

	2025	2024	\$ Change	% Change
Gross profit	\$ 225,995	\$ 209,436	\$ 16,559	7.9 %
Gross profit margin	23.8 %	23.9 %		

Gross profit dollars increased primarily as a result of increased sales and price inflation. Gross profit margin decreased approximately 18 basis points. Gross profit margins increased 6 basis points in the Company's specialty category and decreased 83 basis points in the Company's center-of-the-plate category.

Selling, General and Administrative Expenses

	2025	2024	\$ Change	% Change
Selling, general and administrative expenses	\$ 202,763	\$ 190,321	\$ 12,442	6.5 %
Percentage of net sales	21.3 %	21.8 %		

The increase in selling, general and administrative expenses was primarily due to higher costs associated with compensation and benefits, facilities and distribution to support sales growth and higher depreciation expense driven by facility investments. Our ratio of selling, general and administrative expenses to net sales decreased 50 basis points due to sales growth combined with certain benefits derived from our investments in our facility and distribution operations.

Other Operating Expenses, Net

	2025	2024	\$ Change	% Change
Other operating expenses, net	\$ 497	\$ 3,112	\$ (2,615)	(84.0)%

Other operating expenses, net decreased by \$2.6 million primarily due to lower employee severance charges incurred in the current quarter compared to the prior year quarter.

Interest Expense

	2025	2024	\$ Change	% Change
Interest expense	\$ 10,253	\$ 13,244	\$ (2,991)	(22.6)%

Interest expense decreased primarily due to lower aggregate principal amounts of debt outstanding and lower interest rates in the current quarter compared to the prior year quarter.

Provision for Income Tax Expense

	<u>2025</u>	<u>2024</u>	<u>\$ Change</u>	<u>% Change</u>
Provision for income tax expense	\$ 2,194	\$ 828	\$ 1,366	165.0 %
Effective tax rate	17.6 %	30.0 %		

The Company's effective tax rate was 17.6% and 30.0% for the thirteen weeks ended March 28, 2025 and March 29, 2024, respectively. The effective tax rate for the thirteen weeks ended March 28, 2025 reflects the annual effective tax rate estimated for the full fiscal year, adjusted for a discrete item related to a tax benefit from the vesting of stock awards during the period.

LIQUIDITY AND CAPITAL RESOURCES

We finance our day-to-day operations and growth primarily with cash flows from operations, borrowings under our senior secured credit facilities and other indebtedness, operating leases, trade payables and equity financing.

Indebtedness

The following table presents selected financial information on our indebtedness:

	<u>March 28, 2025</u>	<u>December 27, 2024</u>
Senior secured term loan	\$ 259,250	\$ 260,000
Convertible senior notes	287,500	287,500
Borrowings outstanding on asset-based loan facility	100,000	120,000
Finance leases and other financing obligations	67,583	52,673

Financing Transactions

During the thirteen weeks ended March 29, 2024, we made voluntary principal prepayments of \$6.0 million towards the senior secured term loan.

In November 2023, we announced a two-year share repurchase program in an amount up to \$100.0 million, targeting \$25.0 million to \$100.0 million of share repurchases by the end of fiscal 2025. During the thirteen weeks ended March 29, 2024, we repurchased 134,553 shares of our common stock at an average purchase price of \$37.16 per share. The share repurchases were funded by our available cash. There were no share repurchases during the thirteen weeks ended March 28, 2025. The remaining share purchase authorization was \$82.6 million at March 28, 2025. We are not obligated to repurchase any specific number of shares and may suspend or discontinue the program at any time.

Liquidity

The following table presents selected financial information on liquidity:

	<u>March 28, 2025</u>	<u>December 27, 2024</u>
Cash and cash equivalents	\$ 116,530	\$ 114,655
Working capital ⁽¹⁾ , excluding cash and cash equivalents	311,226	327,992
Availability under asset-based loan facility	162,425	146,674

⁽¹⁾ We define working capital as current assets less current liabilities.

We expect our capital expenditures, excluding cash paid for acquisitions, for fiscal 2025 will be approximately \$40.0 million to \$50.0 million. We believe our existing balances of cash and cash equivalents, working capital and the availability under our asset-based loan facility, are sufficient to satisfy our working capital needs, capital expenditures, debt service and other liquidity requirements associated with our current operations over the next twelve months.

Cash Flows

The following table presents selected financial information on cash flows:

	Thirteen Weeks Ended	
	March 28, 2025	March 29, 2024
Net cash provided by operating activities	\$ 49,566	\$ 30,900
Net cash used in investing activities	(12,344)	(17,381)
Net cash used in financing activities	(35,412)	(21,252)

Our cash provided by operating activities is predominately driven by net sales to our customers. Our cash used in operating activities is primarily driven by our payments to suppliers for our inventory, employee compensation, payments to support our facilities, our distribution network, interest on our indebtedness, payments to tax authorities and other general corporate expenditures. Net cash provided by operations was \$49.6 million for the thirteen weeks ended March 28, 2025 compared to \$30.9 million for the thirteen weeks ended March 29, 2024. The increase in cash provided by operating activities was primarily due to sales growth, lower cash paid for interest, lower other operating expenses and improvements in working capital management.

Net cash used in investing activities was \$12.3 million for the thirteen weeks ended March 28, 2025, driven by capital expenditures.

Net cash used in financing activities was \$35.4 million for the thirteen weeks ended March 28, 2025 driven by \$20.0 million of payments under our revolving credit facilities, \$11.4 million paid for shares surrendered to pay tax withholding related to the vesting of equity incentive plan awards, \$3.3 million of finance lease payments and \$0.8 million of payments of term loan debt.

Recent Accounting Pronouncements

Information related to new accounting guidance is included in Note 1 “Operations and Basis of Presentation” to our condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our exposure to interest rate market risk relates primarily to our long-term debt. As of March 28, 2025, we had aggregate indebtedness outstanding of \$359.3 million that bore interest at variable rates. A 100 basis point increase in market interest rates would decrease our after-tax earnings by approximately \$2.6 million per annum, holding other variables constant.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company, under the supervision and with the participation of its management, including the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of March 28, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended March 28, 2025 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are involved in legal proceedings, claims and litigation arising out of the ordinary conduct of our business. Although we cannot assure the outcome, management presently believes that the result of such legal proceedings, either individually or in the aggregate, will not have a material adverse effect on our condensed consolidated financial statements, and no material amounts have been accrued in our condensed consolidated financial statements with respect to these matters.

ITEM 1A. RISK FACTORS

There have been no material changes to our risk factors as previously disclosed in Part I, Item 1A, included in our Annual Report on Form 10-K for the year ended December 27, 2024. In addition to the information contained herein, you should consider the risk factors disclosed in our Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS AND ISSUER PURCHASES OF EQUITY SECURITIES

	Issuer Purchases of Equity Securities			
	Total Number of Shares Repurchased ⁽¹⁾	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (in thousands) ⁽²⁾
December 28, 2024 to January 24, 2025	—	\$ —	—	\$ 82,617
January 25, 2025 to February 21, 2025	—	—	—	82,617
February 22, 2025 to March 28, 2025	180,139	63.33	—	82,617
Total	180,139	\$ 63.33	—	\$ 82,617

(1) Represents withholding of 180,139 shares of our common stock during the thirteen weeks ended March 28, 2025 to satisfy tax withholding requirements related to restricted shares of our common stock awarded to our officers and key employees

resulting from either elections under 83(b) of the Internal Revenue Code of 1986, as amended, or upon vesting of such awards.

- (2) In November 2023, we announced a two-year share repurchase program in an amount up to \$100.0 million targeting \$25.0 million to \$100.0 million of share repurchases by the end of fiscal 2025.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the quarterly period covered by this report, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act, of 1934, as amended) adopted, terminated or modified any contract, instruction or written plan for the purchase or sale of the Company's common stock that was intended to satisfy the affirmative defense conditions of Exchange Act Rule 10b5-1(c) or any non-Rule 10b5-1 trading arrangement (as defined in Item 408 of Regulation S-K).

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1 †	Amendment No. 7, dated as of March 12, 2025, to the ABL Facility.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document – the instance document does not appear on the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.
†	Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized on April 30, 2025.

**THE CHEFS' WAREHOUSE, INC.
(Registrant)**

Date: April 30, 2025

/s/ James Leddy

James Leddy
Chief Financial Officer
(Principal Financial Officer)

Date: April 30, 2025

/s/ Timothy McCauley

Timothy McCauley
Chief Accounting Officer
(Principal Accounting Officer)

SEVENTH AMENDMENT TO CREDIT AGREEMENT

This SEVENTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of March 12, 2025, by and among DAIRYLAND USA CORPORATION, a New York corporation ("Dairyland"), CHEFS' WAREHOUSE PARENT, LLC, a Delaware limited liability company (together with Dairyland, the "Borrowers"), THE CHEFS' WAREHOUSE, INC., a Delaware corporation ("Holdings"), the other Loan Parties party hereto, the Lenders party hereto, the Issuing Banks party hereto and BMO Bank N.A. (formerly known as BMO Harris Bank N.A.) ("BMO"), as administrative agent for the Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Borrowers, Holdings and the other Loan Parties party thereto have entered into that certain Credit Agreement, dated as of June 29, 2018 (as amended by the First Amendment to Credit Agreement, dated as of November 18, 2019, the Second Amendment to Credit Agreement, dated as of February 24, 2021, the Third Amendment to Credit Agreement and First Amendment to Pledge and Security Agreement, dated as of March 11, 2022, the Fourth Amendment to Credit Agreement, dated as of August 25, 2022, the Fifth Amendment to Credit Agreement, dated as of December 7, 2022, the Sixth Amendment to Credit Agreement and Second Amendment to Pledge and Security Agreement, dated as of July 7, 2023 and as otherwise amended, restated, amended and restated, supplemented or modified from time to time prior to the date hereof, the "Existing Credit Agreement"), by and among the Borrowers, Holdings, the other Loan Parties party thereto, certain Lenders party thereto and the Agent;

WHEREAS, pursuant to and in accordance with Section 9.02 of the Existing Credit Agreement, the Borrowers have requested that the Lenders amend, and the Required Lenders and the Issuing Banks under the Existing Credit Agreement on the Seventh Amendment Effective Date (as defined below) party hereto (the "Seventh Amendment Consenting Lenders") have agreed to so amend, the Existing Credit Agreement in the manner set forth in Section 2 hereof; and

WHEREAS, the Agent and the Seventh Amendment Consenting Lenders are willing, on the terms and subject to the conditions set forth below, to enter into the amendments, modifications and agreements set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Existing Credit Agreement, as amended hereby (the "Amended Credit Agreement").

2. Amendments. Subject to the satisfaction (or waiver in accordance with Section 9.02 of the Existing Credit Agreement) of the conditions precedent set forth in Section 5 below:

- a. Section 1.01 of the Existing Credit Agreement shall be amended to include the following definitions in the appropriate alphabetical order:

"Seventh Amendment" means the Seventh Amendment to Credit Agreement, dated as of the Seventh Amendment Effective Date, among the Borrowers, Holdings, the other Loan Parties party thereto, the Administrative Agent, the Issuing Banks and the Lenders party thereto.

“Seventh Amendment Effective Date” means March 12, 2025.

- b. the definition of “Issuing Bank Sublimits” in the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Issuing Bank Sublimits” means, as of the Seventh Amendment Effective Date, (i) \$45,000,000, in the case of BMO and (ii) such amount as shall be designated to the Administrative Agent and the Borrower Representative in writing by an Issuing Bank; provided that any Issuing Bank shall be permitted, with the consent of the Borrower Representative, at any time to increase or reduce its Issuing Bank Sublimit upon providing five (5) days’ prior written notice thereof to the Administrative Agent.

- c. Section 2.06(b) of the Existing Credit Agreement is hereby amended to replace the number “\$35,000,000” in clauses (i) and (ii) of such Section with “\$45,000,000”.

3. Representations and Warranties. In order to induce the Seventh Amendment Consenting Lenders and the Agent to enter into this Amendment, each Loan Party represents and warrants that the following statements are true and correct on the date hereof:

(a) each of the representations and warranties contained in the Loan Documents are true and correct in all material respects (provided that any representation or warranty that is qualified by materiality or Material Adverse Effect shall be true and correct in all respects) on and as of the Seventh Amendment Effective Date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (or, in the case of any representation or warranty qualified by materiality or Material Adverse Effect, in all respects) on and as of such earlier date;

(b) the transactions contemplated by this Amendment are within each Loan Party’s organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders;

(c) this Amendment has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(d) the transactions contemplated by this Amendment (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (ii) will not violate any Requirement of Law applicable to any Loan Party or any of its Subsidiaries, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or any of its Subsidiaries or the assets of any Loan Party or any of its Subsidiaries, or give rise to a right thereunder to require any payment to be made by any Loan Party or any of its Subsidiaries, and (iv) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Subsidiaries, except Liens created pursuant to the Loan Documents, or subject to the Intercreditor Agreement or the Term Loan Documents; and

(e) as of the date hereof and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

4. [Reserved].

5. Conditions to Effectiveness. The effectiveness of this Amendment is subject to the satisfaction (or waiver in accordance with Section 9.02 of the Existing Credit Agreement) of the following conditions (the date on which all such conditions are so satisfied or waived is referred to herein as the "Seventh Amendment Effective Date"):

(a) Holdings and the Borrowers shall have paid to the Agent all fees, costs and expenses due and payable under this Amendment (including under Section 9 hereof) to the extent invoiced at least one Business Day prior to the Seventh Amendment Effective Date;

(b) the Agent shall have received counterparts of this Amendment duly executed by Holdings, the Borrowers, each other Loan Party, the Agent and each of the Seventh Amendment Consenting Lenders; and

(c) the Agent and each Seventh Amendment Consenting Lender shall have received, at least two Business Days prior to the Seventh Amendment Effective Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering laws, including, without limitation, the USA Patriot Act and the Beneficial Ownership Regulation, to the extent requested at least four Business Days prior to the Seventh Amendment Effective Date.

6. GOVERNING LAW AND WAIVER OF JURY TRIAL.

(a) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

(b) To the fullest extent permitted by applicable law, each Loan Party hereby irrevocably submits to the exclusive jurisdiction of any New York State court or federal court sitting in the County of New York and the Borough of Manhattan in respect of any claim, suit, action or proceeding arising out of or relating to the provisions of this Amendment and irrevocably agree that all claims in respect of any such claim, suit, action or proceeding may be heard and determined in any such court and that service of process therein may be made by certified mail, postage prepaid, to the address set forth in, or provided pursuant to, Section 9.01 of the Amended Credit Agreement. Each Loan Party hereby waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, suit, action or proceeding brought in any such court, and any claim that any such claim, suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties hereto agrees that a final judgment in any such claim, suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment shall affect any right that the Agent or any Lender may otherwise have to bring any claim, suit, action or proceeding relating to this Amendment against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any claim, suit, action or proceeding arising out of or relating to this Amendment in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, claim, action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 9.01 of the Existing Credit Agreement. Nothing in this Amendment will affect the right of any party to this Amendment to serve process in any other manner permitted by law.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE AMENDED CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7. Counterparts; Integration; Effectiveness. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Amendment shall become effective on the Seventh Amendment Effective Date. Except as provided in Section 5, this Amendment shall become effective when it shall have been executed and delivered by the Agent and when the Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

8. Reference to and Limited Effect on the Existing Credit Agreement and the Other Loan Documents.

(a) On and after the Seventh Amendment Effective Date, (x) each reference in the Amended Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Existing Credit Agreement, and (y) each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof”, “therein” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Credit Agreement.

(b) Except as specifically amended by this Amendment, the Existing Credit Agreement and each of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Agent or the Lenders under, the Amended Credit Agreement or any of the other Loan Documents.

(d) Each Loan Party hereby (i) ratifies, confirms and reaffirms its liabilities, its payment and performance obligations (contingent or otherwise) and its agreements under the Existing Credit Agreement and the other Loan Documents and (ii) acknowledges, ratifies and confirms that such liabilities, obligations and agreements constitute valid and existing Obligations under the Amended Credit Agreement to the extent such Loan Party is a party thereto. In addition, each Loan Party hereby ratifies, confirms and reaffirms (i) the liens and security interests granted, created and perfected under the Collateral Documents and any other Loan Documents and (ii) that each of the Collateral Documents to which it is a party remains in full force and effect notwithstanding the effectiveness of this Amendment. Without limiting the generality of the foregoing, each Loan Party further agrees (A) that any reference to “Obligations” contained in any Collateral Documents shall include, without limitation, the “Obligations” (as such term is defined in the Amended Credit Agreement) and (B) that the related guarantees and grants of security contained in such Collateral Documents shall include and extend to such Obligations. This Amendment shall not constitute a modification of the Existing Credit Agreement, except as specified under Section 2 hereto, or a course of dealing with the Agent or any Lender at variance with the Existing Credit Agreement such as to require further notice by the Agent or any Lender to require strict compliance with the terms of the Amended Credit Agreement and the other Loan Documents in the future, except as expressly set forth herein. This Amendment contains the entire agreement among the Loan Parties and the Seventh Amendment Consenting Lenders contemplated by this Amendment. No Loan Party has any knowledge of any challenge to the Agent’s or any Lender’s claims arising under the Loan Documents or the effectiveness of the Loan Documents. The Agent and Lenders reserve all rights, privileges and remedies under the Loan Documents. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the Obligations, or otherwise with respect to the Existing Credit Agreement or any other Loan Document, or to constitute a mutual departure from the strict terms, provisions and conditions of the Existing Credit Agreement or any other Loan Document other than with respect to the amendments set forth in Section 2 hereof, or to modify, affect or impair the perfection, priority or continuation of the security interests in, security titles to or other Liens on any Collateral for the Obligations.

(e) Each Loan Party hereby acknowledges that it has reviewed the terms and provisions of this Amendment and consents to the amendments of the Existing Credit Agreement effected pursuant to this Amendment.

(f) Each Loan Party that is not a Borrower acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Loan Party is not required by the terms of the Existing Credit Agreement or any other Loan Document to consent to the amendments to the Existing Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Amended Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Loan Party to any future amendments to the Amended Credit Agreement.

(g) The parties hereto acknowledge and agree that, for all purposes under the Amended Credit Agreement and the other Loan Documents, this Amendment constitutes a “Loan Document” under, and as defined in, the Amended Credit Agreement.

9. Expenses. The Borrowers and Holdings agree, jointly and severally, to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Agent in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, all attorney costs, in each case, to the extent and as provided in Section 9.03(a) of the Existing Credit Agreement.

10. Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

11. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

12. Conflicts. In the event of any conflict between the terms of this Amendment and the terms of the Amended Credit Agreement or any of the other Loan Documents, the terms of this Amendment shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first written above.

CHEFS' WAREHOUSE PARENT, LLC,

as a Borrower

By: /s/ James Leddy_____

Name: James Leddy

Title: CFO

DAIRYLAND USA CORPORATION,

as a Borrower

By: /s/ James Leddy_____

Name: James Leddy

Title: CFO

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

THE CHEFS' WAREHOUSE MID ATLANTIC, LLC

BEL CANTO FOODS, LLC

THE CHEFS' WAREHOUSE WEST COAST, LLC

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

THE CHEFS' WAREHOUSE, INC.

MICHAEL'S FINER MEATS, LLC

MICHAEL'S FINER MEATS HOLDINGS, LLC

THE CHEFS' WAREHOUSE MIDWEST, LLC

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

QZ ACQUISITION (USA), INC.

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

QZINA SPECIALTY FOODS, INC., a Florida corporation

QZINA SPECIALTY FOODS, INC., a Washington corporation

QZINA SPECIALTY FOODS (AMBASSADOR), INC.

CW LV REAL ESTATE LLC

ALLEN BROTHERS 1893, LLC

THE GREAT STEAKHOUSE STEAKS, LLC

DEL MONTE CAPITOL MEAT COMPANY HOLDINGS, LLC

DEL MONTE CAPITOL MEAT COMPANY, LLC

FELLS POINT HOLDINGS, LLC

FELLS POINT, LLC

CHEFS' WAREHOUSE TRANSPORTATION, LLC

DAIRYLAND HP LLC

CAMBRIDGE, LLC

CAMBRIDGE PROTEIN HOLDINGS, LLC

DAIRYLAND PRODUCE, LLC

DAIRYLAND PRODUCE HOLDINGS, LLC

CHEFS' WAREHOUSE MIDDLE EAST HOLDINGS, LLC

CHEFS' WAREHOUSE MIDDLE EAST, LLC

By: /s/ James Leddy_____

Name: James Leddy

Title: CFO

BMO BANK N.A.
(f/k/a BMO HARRIS BANK N.A.),
individually as a Lender and as Agent

By: /s/ Elizabeth Mitchell
Name: Elizabeth Mitchell
Title: Director

JPMORGAN CHASE BANK, N.A.,
as Lender

By: /s/ Anne Hall
Name: Anne Hall
Title: Authorized Officer

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

BANK OF AMERICA, N.A.,
as Lender

By: /s/ Matthew Bourgeois
Name: Matthew Bourgeois
Title: Senior Vice President

[SIGNATURE PAGE TO SEVENTH AMENDMENT TO CREDIT AGREEMENT]

CERTIFICATIONS

I, Christopher Pappas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Chefs' Warehouse, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and Rule 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 30, 2025

/s/ Christopher Pappas
By: Christopher Pappas
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS

I, James Leddy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Chefs' Warehouse, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and Rule 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 30, 2025

/s/ James Leddy
By: James Leddy
Chief Financial Officer
(Principal Financial Officer)

