

**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): July 23, 2014**

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**THE CHEFS' WAREHOUSE, INC.**

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(Exact Name of Registrant as Specified in Charter)

**Delaware**

**001-35249**

**20-3031526**

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(State or Other Jurisdiction  
of Incorporation)

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(Commission  
File Number)

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(I.R.S. Employer  
Identification No.)

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**100 East Ridge Road, Ridgefield, CT 06877**

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(Address of Principal Executive Offices) (Zip Code)

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

**Not Applicable**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry into a Material Definitive Agreement

On July 23, 2014, Dairyland USA Corporation (“Dairyland”), The Chefs’ Warehouse Mid-Atlantic, LLC (“CW Mid-Atlantic”), Bel Canto Foods, LLC (“Bel Canto”), The Chefs’ Warehouse West Coast, LLC (“CW West Coast”) and The Chefs’ Warehouse of Florida, LLC (“CW Florida”, and together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the “Borrowers”), JP Morgan Chase Bank N.A. (“JP Morgan”) and the lenders from time to time party thereto (the “Lenders”) entered into Amendment No. 1 (“Amendment No. 1”) to the Amended and Restated Credit Agreement dated as of April 25, 2012 by and among the Borrowers, JP Morgan and the Lenders (the “Amended and Restated Credit Agreement”).

Amendment No. 1 amends the Amended and Restated Credit Agreement to (i) permit a subsidiary of The Chefs’ Warehouse, Inc. (the “Company”) to incur up to \$15,000,000 of permitted indebtedness and associated liens to obtain construction and permit mortgage financing for a new warehouse facility in Las Vegas, Nevada and (ii) increase the basket for additional indebtedness that is not otherwise permitted by the terms of the Amended and Restated Credit Agreement from \$5,000,000 to \$10,000,000.

Each of the Company’s subsidiaries that guarantee the Borrowers’ obligations under the Amended and Restated Credit Agreement consented to the Borrowers’ entering into Amendment No. 1 to the Amended and Restated Credit Agreement.

On July 23, 2014, Dairyland, CW Mid-Atlantic, Bel Canto, CW West Coast and CW Florida (the “Issuers”), along with the Company’s subsidiaries that guarantee the Issuers’ obligations thereunder, entered into an Amendment No. 1 to the Note Purchase and Guarantee Agreement dated as of April 17, 2013 (the “Note Purchase and Guarantee Agreement”) among the Issuers, the Company’s subsidiaries that guarantee the Issuer’s obligations thereunder and the Prudential Insurance Company of America and certain of its affiliates to permit a subsidiary of the Company to incur up to \$15,000,000 of indebtedness and associated liens to obtain construction and permit mortgage financing for a new warehouse in Las Vegas, Nevada and to increase the basket for additional indebtedness that is not otherwise permitted by the terms of the Note Purchase and Guarantee Agreement from \$5,000,000 to \$10,000,000.

The foregoing descriptions of Amendment No. 1 to the Amended and Restated Credit Agreement and Amendment No. 1 to the Note Purchase and Guarantee Agreement are qualified in their entirety by reference to the copies thereof filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively.

## Item 2.03 Creation of a Direct Financial Obligation of a Registrant

The information included in Item 1.01 above is incorporated by reference into this Item 2.03.

## Item 9.01 Financial Statements and Exhibits

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1, dated as of July 23, 2014, to the Amended and Restated Credit Agreement dated as of April 17, 2013, by and among Dairyland USA Corporation, The Chefs’ Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs’ Warehouse West Coast, LLC, and The Chefs’ Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.
10.2	Amendment No. 1, dated as of July 23, 2014, to the Note Purchase and Guarantee Agreement, dated as of April 17, 2013, by and among Dairyland USA Corporation, The Chefs’ Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs’ Warehouse West Coast, LLC, and The Chefs’ Warehouse of Florida, LLC, as Issuers, The Chefs’ Warehouse, Inc., Chefs’ Warehouse Parent, LLC, The Chefs’ Warehouse Midwest, LLC, Michael’s Finer Meats Holdings, LLC, and Michael’s Finer Meats, LLC, as the Initial Guarantors, The Prudential Insurance Company of America, Pruco Life Insurance Company, Prudential Arizona Reinsurance Captive Company, and Prudential Retirement Insurance and Annuity Company

**SIGNATURE**

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 thereunto duly authorized.

**THE CHEFS' WAREHOUSE, INC.**

By: /s/ John D. Austin

Name: John D. Austin

Title: Chief Financial Officer

Date: July 28, 2014

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 1, dated as of July 23, 2014, to the Amended and Restated Credit Agreement dated as of April 17, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.</u></a>
10.2	<a href="#"><u>Amendment No. 1, dated as of July 23, 2014, to the Note Purchase and Guarantee Agreement, dated as of April 17, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, The Chefs' Warehouse Midwest, LLC, Michael's Finer Meats Holdings, LLC, and Michael's Finer Meats, LLC, as the Initial Guarantors, The Prudential Insurance Company of America, Pruco Life Insurance Company, Prudential Arizona Reinsurance Captive Company, and Prudential Retirement Insurance and Annuity Company.</u></a>

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AMENDMENT NO. 1

Dated as of July 23, 2014

to

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of April 25, 2012

THIS AMENDMENT NO. 1 (this "Amendment") is made as of July 23, 2014 by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Collateral Agent (in such capacity, the "Collateral Agent"), under that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013, by and among the Borrowers, the other Loan Parties party thereto, the Lenders, the Administrative Agent and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

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

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

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

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

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

"CW LV Real Estate" means CW LV Real Estate LLC, a Delaware limited liability company.

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“CW LV Real Estate Indebtedness” means the Indebtedness incurred by CW LV Real Estate to obtain construction and permanent mortgage financing for a new warehouse facility in Las Vegas, Nevada, in an aggregate principal amount not to exceed \$15,000,000.

“Impacted Interest Period” has the meaning assigned to such term in the definition of “LIBO Rate”.

“Interpolated Rate” means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBOR Screen Rate for the longest period (for which the LIBOR Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the LIBOR Screen Rate for the shortest period (for which the LIBOR Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“LIBOR Screen Rate” has the meaning assigned to such term in the definition of “LIBO Rate”.

(b) The definition of “LIBO Rate” appearing in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“LIBO Rate” means, with respect to any Eurodollar Borrowing for any applicable Interest Period, the London interbank offered rate administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen or, in the event such rate does not appear on either of such Reuters pages, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion (in each case the “LIBOR Screen Rate”) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that, if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, that if a LIBOR Screen Rate shall not be available at such time for such Interest Period (the “Impacted Interest Period”), then the LIBO Rate for such Interest Period shall be the Interpolated Rate; provided, that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. It is understood and agreed that all of the terms and conditions of this definition of “LIBO Rate” shall be subject to Section 2.14.

(c) Section 6.01 of the Credit Agreement is hereby amended to (i) delete the word “and” appearing at the end of clause (k) thereof, (ii) delete the reference to “\$5,000,000” appearing in clause (l) thereof and replace such reference with a reference to “\$10,000,000”, (iii) re-designate clause (l) thereof as clause (m) thereof and (iv) insert the following as a new clause (l) thereof:

“(l) the CW LV Real Estate Indebtedness; and”

(d) Section 6.02 of the Credit Agreement is hereby amended to (i) delete the word “and” appearing at the end of clause (o) thereof, (ii) re-designate clause (p) thereof as clause (q) thereof and (iii) insert the following as a new clause (p) thereof:

“(p) Liens on the assets of CW LV Real Estate securing the CW LV Real Estate Indebtedness; and”

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that (i) the Administrative Agent shall have received counterparts of this Amendment duly executed by the Borrowers, the Required Lenders and the Administrative Agent, (ii) the Administrative Agent shall have received counterparts of the Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Loan Guarantors, (iii) the Administrative Agent shall have received an executed and effective amendment to the Prudential Note Agreement, which amendment shall be substantially consistent with this Amendment and otherwise reasonably satisfactory to the Administrative Agent, and (iv) the Administrative Agent shall have received payment and/or reimbursement of the Administrative Agent’s and its affiliates’ fees and expenses (including, to the extent invoiced in an invoice dated on or prior to the date hereof, reasonable documented out-of-pocket fees and expenses of counsel for the Administrative Agent) in connection with this Amendment.

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

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

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

4. Reference to and Effect on the Credit Agreement.

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

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

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

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

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

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

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

[Signature Pages Follow]



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

DAIRYLAND USA CORPORATION

By: /s/ John D. Austin  
Name: John D. Austin  
Title: CFO

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ John D. Austin  
Name: John D. Austin  
Title: CFO

BEL CANTO FOODS, LLC

By: /s/ John D. Austin  
Name: John D. Austin  
Title: CFO

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ John D. Austin  
Name: John D. Austin  
Title: CFO

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ John D. Austin  
Name: John D. Austin  
Title: CFO

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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

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

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Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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

By: /s/ Woodrow Broaders, Jr.

Name: Woodrow Broaders, Jr.

Title: Duly Authorized Officer

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Thomas Pizzo

Name: Thomas Pizzo

Title: Senior Vice President

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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BMO HARRIS FINANCING, INC.,  
as a Lender

By: /s/ Joan Spiotto

Name: Joan Spiotto

Title: Vice President

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Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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BRANCH BANKING AND TRUST COMPANY,  
as a Lender

By: /s/ Kenneth M. Blackwell

Name: Kenneth M. Blackwell

Title: Senior Vice President

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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**EXHIBIT A**

Consent and Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 1 to Amended and Restated Credit Agreement with respect to that certain Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida" and, together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Borrowers"), the other Loan Parties party thereto, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), which Amendment No. 1 to Amended and Restated Credit Agreement is dated as of July 23, 2014 and is by and among the Borrowers, the financial institutions listed on the signature pages thereof and the Administrative Agent (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Administrative Agent, the Collateral Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Loan Guaranty and any other Loan Document executed by it and acknowledges and agrees that the Loan Guaranty and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated: July 23, 2014

[Signature Page Follows]

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

DAIRYLAND USA CORPORATION

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

BEL CANTO FOODS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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THE CHEFS' WAREHOUSE, INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

CHEFS' WAREHOUSE PARENT, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

MICHAEL'S FINER MEATS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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QZ ACQUISITION (USA), INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS, INC., a Florida corporation

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS, INC., a Washington corporation

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS (AMBASSADOR), INC.,

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

CW LV REAL ESTATE LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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ALLEN BROTHERS 1893, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

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THE GREAT STEAKHOUSE STEAKS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

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Signature Page to Amendment No. 1 to  
Amended and Restated Credit Agreement dated as of April 25, 2012, as amended and restated as of April 17, 2013  
The Chefs' Warehouse, Inc. *et al*

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AMENDMENT NO. 1 TO NOTE PURCHASE AND GUARANTEE AGREEMENT

THIS AMENDMENT NO. 1 TO NOTE PURCHASE AND GUARANTEE AGREEMENT (this "Amendment") is made as of July 23, 2014 by and among Dairyland USA Corporation, a New York corporation ("Dairyland"), The Chefs' Warehouse Mid-Atlantic, LLC, a Delaware limited liability company ("CW Mid-Atlantic"), Bel Canto Foods, LLC, a New York limited liability company ("Bel Canto"), The Chefs' Warehouse West Coast, LLC, a Delaware limited liability company ("CW West Coast"), and The Chefs' Warehouse of Florida, LLC, a Delaware limited liability company ("CW Florida"), and together with Dairyland, CW Mid-Atlantic, Bel Canto and CW West Coast, the "Issuers", each of the Guarantors whose names appear on the signature pages hereto (together with the Issuers, collectively, the "Obligors"), and each of the holders of the Notes whose names appear on the signature pages hereto (each a "Noteholder" and collectively, the "Noteholders"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Note Purchase Agreement.

WHEREAS, the Obligors and the Noteholders are party to that certain Note Purchase and Guarantee Agreement dated as of April 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, the Obligors have requested that the Required Holders agree to certain amendments to the Note Purchase Agreement;

WHEREAS, the Issuers and the Noteholders have so agreed on the terms and conditions set forth herein;

WHEREAS, the Noteholders constitute the Required Holders;

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings provided for in the Note Purchase Agreement.

2. Amendments to the Note Purchase Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, and effective as of such date, the parties hereto agree that the Note Purchase Agreement is hereby amended as follows:

(a) Section 10.1 of the Note Purchase Agreement is hereby amended to (i) delete the word "and" appearing at the end of clause (k) thereof, (ii) delete the reference to "\$5,000,000" appearing in clause (l) thereof and insert "\$10,000,000" in lieu thereof, (iii) re-designate clause (l) thereof as clause (m) thereof and (iv) insert the following as a new clause (l) immediately preceding clause (m) thereof:

"(l) the CW LV Real Estate Indebtedness; and"

(b) Section 10.2 of the Note Purchase Agreement is hereby amended to (i) delete the word "and" appearing at the end of clause (o) thereof, (ii) re-designate clause (p) thereof as clause (q)

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thereof and (iii) insert the following as a new clause (p) immediately preceding clause (q) thereof:

“(p) Liens on the assets of CW LV Real Estate securing the CW LV Real Estate Indebtedness; and”

(c) Schedule B of the Note Purchase Agreement is hereby amended to insert the following definitions in the appropriate alphabetical order:

“CW LV Real Estate” means CW LV Real Estate LLC, a Delaware limited liability company.

“CW LV Real Estate Indebtedness” means the Indebtedness incurred by CW LV Real Estate to obtain construction and permanent mortgage financing for a new warehouse facility in Las Vegas, Nevada, in an aggregate principal amount not to exceed \$15,000,000.

3. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the following conditions precedent, each to be in form and substance satisfactory to the Required Holders:

(a) each Noteholder shall have received counterparts of this Amendment duly executed by the Obligors and the Required Holders;

(b) each Noteholder shall have received a fully executed copy of an amendment to the Bank Credit Agreement, which amendment shall be substantially consistent with this Amendment and in full force and effect (the “Bank Amendment”); and

(c) the Noteholders shall have received payment and/or reimbursement of their fees and expenses (including, without limitation, all fees and expenses of counsel for the Noteholders to the extent invoiced in reasonable detail on or prior to the date hereof) in connection with this Amendment.

4. Representations and Warranties of the Obligors. Each Obligor hereby represents and warrants as follows:

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

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

(c) No fee or other consideration has been paid or will be paid to the Bank Agent or any Bank Lender in connection with the Bank Amendment.

5. Confirmation and Ratification of Guaranteed Obligations. By executing this Amendment, each of the Guarantors hereby (a) consents to this Amendment, (b) acknowledges that, notwithstanding the execution and delivery of the Amendment, the obligations of each of the Guarantors under the Guaranty continue in full force and effect and are not impaired or affected, and the Guaranty continues in full force and effect and shall apply to the Guaranteed Obligations as amended by this Amendment, and (c) affirms and ratifies the Guaranty, any other Financing Document executed by it and the Guaranteed Obligations in all respects.

6. Reference to and Effect on the Note Purchase Agreement.

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

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

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

(d) This Amendment constitutes a "Financing Document" under (and as defined in) the Note Purchase Agreement.

7. Release of Claims.

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

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

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

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

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

[Signature Pages Follow]

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

ISSUERS:

DAIRYLAND USA CORPORATION

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE MID-ATLANTIC, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

BEL CANTO FOODS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE WEST COAST, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE OF FLORIDA, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

[Chefs' Warehouse - Signature Page to Amendment No. 1 to Note Purchase and Guarantee Agreement]

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GUARANTORS:

THE CHEFS' WAREHOUSE, INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

CHEFS' WAREHOUSE PARENT, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

MICHAEL'S FINER MEATS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

MICHAEL'S FINER MEATS HOLDINGS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE MIDWEST, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

THE CHEFS' WAREHOUSE PASTRY DIVISION, INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

[Chefs' Warehouse - Signature Page to Amendment No. 1 to Note Purchase and Guarantee Agreement]

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QZ ACQUISITION (USA), INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS NORTH AMERICA (USA), INC.

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS, INC., a Florida corporation

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS, INC., a Washington corporation

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

QZINA SPECIALTY FOODS (AMBASSADOR), INC.,

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

CW LV REAL ESTATE LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

[Chefs' Warehouse - Signature Page to Amendment No. 1 to Note Purchase and Guarantee Agreement]

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ALLEN BROTHERS 1893, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

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THE GREAT STEAKHOUSE STEAKS, LLC

By: /s/ John D. Austin

Name: John D. Austin

Title: CFO

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[Chefs' Warehouse - Signature Page to Amendment No. 1 to Note Purchase and Guarantee Agreement]

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NOTEHOLDERS:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Tannis Fussell

Name: Tannis Fussell

Title: Vice President

PRUCO LIFE INSURANCE COMPANY

By: /s/ Tannis Fussell

Name: Tannis Fussell

Title: Assistant Vice President

PRUDENTIAL ARIZONA REINSURANCE CAPTIVE COMPANY

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

By: /s/ Tannis Fussell

Name: Tannis Fussell

Title: Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: Prudential Investment Management Inc.,  
as investment manager

By: /s/ Tannis Fussell

Name: Tannis Fussell

Title: Vice President

[Chefs' Warehouse - Signature Page to Amendment No. 1 to Note Purchase and Guarantee Agreement]

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