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

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 20, 2015 (April 6, 2015)

THE CHEFS' WAREHOUSE, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other Jurisdiction of Incorporation)	**001-35249** (Commission File Number)	**20-3031526** (IRS Employer Identification No.)
100 East Ridge Road **Ridgefield, Connecticut** (Address of Principal Executive Offices)		**06877** (Zip Code)

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

(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:

☐ 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))

This Amendment No. 1 to the Current Report on Form 8-K/A (the "Amendment") is being filed by The Chefs' Warehouse, Inc. (the "Company") to amend Item 9.01 of the Current Report on Form 8-K filed by the Company on April 9, 2015 (the "Closing 8-K"), which was filed in connection with the completion, on April 6, 2015, of the previously announced consummation of the merger of Del Monte Capitol Meat Co. with and into a wholly owned subsidiary of the Company and acquisition by a separate wholly owned subsidiary of the Company of substantially all the assets of TJ Seafood, LLC and T.J. Foodservice Co., Inc. In response to Items 9.01(a) and 9.01(b) in the Closing 8-K, the Company indicated that it would file the required information by amendment, as permitted by Items 9.01(a)(4) and 9.01(b)(2) of Form 8-K. The Amendment hereby amends, restates and replaces in its entirety Item 9.01 of the Closing 8-K with Item 9.01 below. Additionally, this Amendment revises Item 2.01 to reflect that the shares of Company common stock issued as part of the purchase price paid by the Buyer Parties (as defined below) at the closing of the Acquisition (as defined below) and the Merger (as defined below) had a total value equal to approximately $24.5 million and to reflect that the aggregate principal amounts of the Convertible Subordinated Notes (as defined below) equaled approximately $36.7 million. No other modifications to the Closing 8-K are being made by this Amendment.

Item 1.01. Entry into a Material Definitive Agreement

Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement

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

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

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

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

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

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

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

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

Convertible Subordinated Notes

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

Item 2.01 Completion of Acquisition or Disposition of Assets.

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

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

The aggregate purchase price paid by the Buyer Parties at the closing of the Acquisition and Merger was approximately $185.1 million, including the impact of an initial net working capital adjustment which is subject to a post-closing working capital adjustment true up and confirmation of Sellers' and Target's adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"), as calculated based on Sellers' and Target's audited financial statements for the fiscal year ended December 27, 2014, as described in the Agreements and of which approximately $123.9 million was paid in cash through cash on hand, the proceeds from the issuance of the Notes and additional borrowings under the revolving portion of the Amended and Restated Credit Agreement. The remaining approximately $61.2 million consisted of (i) approximately 1.1 million shares of the Company's common stock totaling approximately $24.5 million and (ii) approximately $36.7 million in aggregate principal amounts of convertible subordinated notes with a six-year maturity bearing interest at 2.5% with a conversion price of $29.70 per share issued to the Sellers (the "Convertible Subordinated Notes"). Buyer may, in certain instances beginning one year following the closing, redeem the Convertible Subordinated Notes for cash or in shares of the Company's common stock. Moreover, Buyer may pay the outstanding principal amount due and owing under the Convertible Subordinated Notes at maturity in either cash or shares of the Company's common stock. The Convertible Subordinated Notes, which are subordinate to the Company's and its subsidiaries' senior debt, are convertible into shares of the Company's common stock by the Sellers at any time. The foregoing summary of the Convertible Subordinated Notes does not purport to be a complete description of the parties' rights and obligations under the Convertible Subordinated Notes and is qualified in its entirety by reference to the complete text of the Convertible Subordinated Notes filed herewith as Exhibit 10.4 and Exhibit 10.5 and incorporated herein by reference.

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

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

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

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

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

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

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

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

Transaction Bonuses

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

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

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

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

Grant of Restricted Shares to Alexandros Aldous

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

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

Item 9.01. Financial Statements and Exhibits

(a) **Financial statements of businesses acquired**

The audited combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC (collectively “ Del Monte Meat Company”) as of December 27, 2014 and December 28 2013, and for the fiscal years ended December 27, 2014, December 28, 2013 and December 29, 2012, and the related notes thereto are filed as Exhibit 99.1 to this Amendment.

The unaudited condensed combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC (collectively “Del Monte Meat Company”) as of March 28, 2015, and for the thirteen weeks ended March 28, 2015 and March 29, 2014, and the related notes thereto are filed as Exhibit 99.2 to this Amendment.

(b) **Pro forma financial information**

The unaudited pro forma condensed combined financial information reflecting each of (i) the merger of Del Monte Capitol Meat Company with and into a wholly owned subsidiary of the Company and (ii) the acquisition of substantially all the assets of TJ Seafood, LLC and T.J. Foodservice Company, Inc. by a separate wholly owned subsidiary of the Company, in each case as consummated on April 6, 2015, as of March 27, 2015 and for the thirteen weeks ended March 27, 2015 and March 28, 2014 and for the fifty-two weeks ended December 26, 2014, with the related notes thereto, are filed as Exhibit 99.3 to this Amendment No. 1. These financial statements are not necessarily indicative of the operating results or financial position that would have been achieved had the transactions been consummated as of the dates indicated or of the results that may be obtained for future periods.

(d) *Exhibits.*

The following exhibits are being filed with this Current Report on Form 8-K/A:

Exhibit No.	Description
2.1**+	Earn-Out Agreement, dated April 6, 2015 by and among The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, T.J. Foodservice Co., Inc., TJ Seafood, LLC, and John DeBenedetti, as the Sellers' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
2.2**	Indemnification Agreement, dated April 6, 2015, by and among Del Monte Merger Sub, LLC, The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, DeBenedetti/Del Monte Trust, Victoria DeBenedetti, David DeBenedetti, Del Monte Capitol Meat Company, Inc., T.J. Foodservice Company, Inc., TJ Seafood, LLC, John DeBenedetti, Theresa Lincoln and John DeBenedetti, as the Selling Parties' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
10.1**	Amendment No. 5, dated as of April 6, 2015, to the Amended and Restated Credit Agreement dated as of April 13, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.
10.2**+	Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement, dated as of April 6, 2015, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, The Chefs' Warehouse Midwest, LLC, Michael's Finer Meats Holdings, LLC, Michael's Finer Meats, LLC, The Chefs' Warehouse Pastry Division, Inc., QZ Acquisition (USA), Inc., Qzina Specialty Foods North America (USA), Inc., Qzina Specialty Foods, Inc. (a Washington entity), Qzina Specialty Foods, Inc. (a Florida entity), Qzina Specialty Foods (Ambassador), Inc., CW LV Real Estate LLC, Allen Brothers 1893, LLC and The Great Steakhouse Steaks, LLC, as the Initial Guarantors, and The Prudential Insurance Company of America and certain of its affiliates.
10.3**	Form of Series B Note.
10.4**	Convertible Subordinated Non-Negotiable Promissory Note, dated April 6, 2015, issued by Del Monte Capitol Meat Company, LLC to TJ Seafood, LLC.
10.5**	Convertible Subordinated Non-Negotiable Promissory Note, dated April 6, 2015, issued by Del Monte Capitol Meat Company, LLC to T.J. Foodservice Company, Inc.
10.6**	Form of Restricted Share Award Agreement for a Transaction Bonus Award Grant.
10.7**	Form of LTIP Award Agreement.
23.1**	Consent of BDO USA, LLP, Independent Auditors
99.1*	Audited combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company and TJ Seafood, LLC (collectively Del Monte Meat Company) as of December 27, 2014 and December 28, 2013, and for the fiscal years ended December 27, 2014, December 28, 2013 and December 29, 2012.
99.2*	Unaudited condensed combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC (collectively "Del Monte Meat Company") as of March 28, 2015, and for the thirteen weeks ended March 28, 2015 and March 29, 2014.
99.3*	Unaudited pro forma condensed combined financial information reflecting each of (i) the merger of Del Monte Capitol Meat Company with and into a wholly owned subsidiary of the Chefs' Warehouse, Inc. and (ii) the acquisition of substantially all the assets of TJ Seafood, LLC and T.J. Foodservice Company, Inc. , by a separate wholly owned subsidiary of the Chefs' Warehouse, Inc., in each case as consummated on April 6, 2015, as of March 27, 2015 and the thirteen weeks ended March 27, 2015 and March 28, 2014, and for the fifty-two weeks ended December 26, 2014, with the related notes thereto.

* Filed herewith.

** Previously filed.

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

SIGNATURES

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

THE CHEFS' WAREHOUSE, INC.

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

Date: May 20, 2015

EXHIBIT INDEX

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2.2**	Indemnification Agreement, dated April 6, 2015, by and among Del Monte Merger Sub, LLC, The Chefs' Warehouse, Inc., Del Monte Capitol Meat Company, LLC, DeBenedetti/Del Monte Trust, Victoria DeBenedetti, David DeBenedetti, Del Monte Capitol Meat Company, Inc., T.J. Foodservice Company, Inc., TJ Seafood, LLC, John DeBenedetti, Theresa Lincoln and John DeBenedetti, as the Selling Parties' Representative (Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and exhibits to this agreement are omitted, but will be provided supplementally to the Securities and Exchange Commission upon request).
10.1**	Amendment No. 5, dated as of April 6, 2015, to the Amended and Restated Credit Agreement dated as of April 13, 2013, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Borrowers, the other Loan Parties thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.
10.2**+	Supplemental Note Purchase and Guarantee Agreement and Amendment Agreement, dated as of April 6, 2015, by and among Dairyland USA Corporation, The Chefs' Warehouse Mid-Atlantic, LLC, Bel Canto Foods, LLC, The Chefs' Warehouse West Coast, LLC, and The Chefs' Warehouse of Florida, LLC, as Issuers, The Chefs' Warehouse, Inc., Chefs' Warehouse Parent, LLC, The Chefs' Warehouse Midwest, LLC, Michael's Finer Meats Holdings, LLC, Michael's Finer Meats, LLC, The Chefs' Warehouse Pastry Division, Inc., QZ Acquisition (USA), Inc., Qzina Specialty Foods North America (USA), Inc., Qzina Specialty Foods, Inc. (a Washington entity), Qzina Specialty Foods, Inc. (a Florida entity), Qzina Specialty Foods (Ambassador), Inc., CW LV Real Estate LLC, Allen Brothers 1893, LLC and The Great Steakhouse Steaks, LLC, as the Initial Guarantors, and The Prudential Insurance Company of America and certain of its affiliates..
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99.1*	Audited combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company and TJ Seafood, LLC (collectively Del Monte Meat Company) as of December 27, 2014 and December 28, 2013, and for the fiscal years ended December 27, 2014, December 28, 2013 and December 29, 2012.
99.2*	Unaudited condensed combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC (collectively "Del Monte Meat Company") as of March 28, 2015, and for the thirteen weeks ended March 28, 2015 and March 29, 2014.
99.3*	Unaudited pro forma condensed combined financial information reflecting each of (i) the merger of Del Monte Capitol Meat Company with and into a wholly owned subsidiary of the Chefs' Warehouse, Inc. and (ii) the acquisition of substantially all the assets of TJ Seafood, LLC and T.J. Foodservice Company, Inc., by a separate wholly owned subsidiary of the Chefs' Warehouse, Inc., in each case as consummated on April 6, 2015, as of March 27, 2015 and the thirteen weeks ended March 27, 2015 and March 28, 2014, and for the fifty-two weeks ended December 26, 2014 with the related notes thereto.

* Filed herewith.

** Previously filed.

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

Exhibit 23.1

Consent of Independent Auditors

The Chefs' Warehouse, Inc.
Ridgefield, Connecticut

We hereby consent to the use in the Current Report on Form 8-K/A of The Chefs' Warehouse, Inc. filed under the Securities Exchange Act of 1934, as amended, on May 20, 2015 of our report dated February 20, 2015 relating to the audited combined financial statements of Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC (collectively, "Del Monte Meat Company") as of December 27, 2014 and December 28, 2013, and for the fiscal years ended December 27, 2014, December 28, 2013 and December 29, 2012, and the related notes thereto, and to the incorporation by reference of the report into the Registration Statement on Form S-8 (Registration Statement No. 333-175974), the Registration Statement on Form S-3 (Registration Statement No. 333-187348) and the Registration Statement on Form S-4 (Registration Statement No. 333-187349), in each case filed under the Securities Act of 1933, as amended, by The Chefs' Warehouse, Inc.

/s/BDO USA, LLP

San Francisco, California
May 19, 2015

Exhibit 99.1

Audited Combined Financial Statements of
Del Monte Capitol Meat Company., T.J. Foodservice Company, Inc. and TJ Seafood, LLC

Tel: 415-397-7900
Fax: 415-397-2161
www.bdo.com

One Bush Street
Suite 1800
San Francisco, CA 94104

Independent Auditor's Report

Board of Directors
Del Monte Capitol Meat Company
TJ Foodservice Company, Inc
TJ Seafood, LLC
Sacramento, California

We have audited the accompanying combined financial statements of Del Monte Capitol Meat Company, TJ Foodservice Company, Inc. and TJ Seafood, LLC (collectively, "Del Monte Meat Company"), which comprise the combined balance sheets as of December 27, 2014 and December 28, 2013 and the related combined statements of income, shareholders' and members' equity, and cash flows for each of the three fiscal years in the period ended December 27, 2014, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Del Monte Meat Company as of December 27, 2014 and December 28, 2013, and the results of their operations and their cash flows for each of the three fiscal years in the period ended December 27, 2014 in accordance with accounting principles generally accepted in the United States of America.

/s/ BDO USA, LLP

San Francisco, California
February 20, 2015

Del Monte Meat Company

Combined Balance Sheets
(in thousands, except share amounts)

	December 27, 2014	December 28, 2013
Assets		
Current assets		
Cash and cash equivalents	**$ 17,158**	$ 10,685
Investments, at fair value	**6,404**	5,116
Accounts receivable, net of allowance for doubtful accounts of $5 and $5, respectively	**18,914**	14,673
Inventory	**14,192**	11,154
Prepaid expenses and other current assets	**1,482**	732
Total current assets	**58,150**	42,360
Property and equipment, net	**7,878**	8,518
Other assets	**725**	707
Total assets	**$ 66,753**	$ 51,585
Liabilities and shareholders' and members' equity		
Current liabilities		
Accounts payable and accrued expenses	**$ 6,348**	$ 3,010
Related party notes payable	**4,075**	4,465
Total liabilities	**10,423**	7,475
Shareholders' and members' equity		
Del Monte Capitol Meat Company stock (no par value, 50,000 shares authorized, 50,000 shares issued and 50,000 shares outstanding)	**30**	30
TJ Foodservice Company, Inc. stock (no par value, 200,000 shares authorized, 5,000 shares issued and outstanding)	**50**	50
TJ Seafood, LLC members' contribution	**2,500**	2,500
Retained earnings	**53,750**	41,530
Total shareholders' and members' equity	**56,330**	44,110
Total liabilities and shareholders' and members' equity	**$ 66,753**	$ 51,585

See accompanying notes to combined financial statements.

Del Monte Meat Company

Combined Statements of Income
(in thousands)

Years ended	**December 27, 2014**	December 28, 2013	December 29, 2012
Net sales	**$ 218,561**	$ 179,341	$ 148,339
Cost of sales	**162,924**	133,034	114,042
Gross profit	**55,637**	46,307	34,297
Operating expenses	**33,726**	29,846	24,831
Income from operations	**21,911**	16,461	9,466
Other expense (income)			
Interest expense	**176**	183	258
Interest income	**(31)**	(88)	(8)
Gain on investments	**(180)**	(315)	(239)
Total other expense (income)	**(35)**	(220)	11
Income before provision for income taxes	**21,946**	16,681	9,455
Income tax expense	**30**	96	63
Net income	**$ 21,916**	$ 16,585	$ 9,392

See accompanying notes to combined financial statements.

Del Monte Meat Company

Combined Statements of Shareholders' and Members' Equity
(in thousands)

	Del Monte Capitol Meat Company Stock	TJ Foodservice Company, Inc. Stock	TJ Seafood, LLC Members' Equity	Retained Earnings	Total Shareholders' and Members' Equity
Balance, December 31, 2011	$ 30	$ 50	$ 2,500	$ 26,102	$ 28,682
Net income	—	—	—	9,392	9,392
Distributions	—	—	—	(4,465)	(4,465)
Balance, December 29, 2012	30	50	2,500	31,029	33,609
Net income	—	—	—	16,585	16,585
Distributions	—	—	—	(6,084)	(6,084)
Balance, December 28, 2013	30	50	2,500	41,530	44,110
Net income	—	—	—	21,916	21,916
Distributions	—	—	—	(9,696)	(9,696)
Balance, December 27, 2014	$ 30	$ 50	$ 2,500	$ 53,750	$ 56,330

See accompanying notes to combined financial statements.

Del Monte Meat Company

Combined Statements of Cash Flows
(in thousands)

Years ended	**December 27, 2014**	December 28, 2013	December 29, 2012
Cash flows from operating activities			
Net income	**$ 21,916**	**$ 16,585**	$ 9,392
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	**1,327**	**1,388**	1,063
Loss on sale of equipment	**135**	**17**	404
Gain on investments	**(180)**	**(315)**	(239)
Changes in assets and liabilities:			
Accounts receivable	**(4,241)**	**(2,188)**	(2,588)
Inventory	**(3,038)**	**(2,422)**	535
Prepaid expenses and other assets	**(768)**	**(230)**	(552)
Accounts payable and accrued expenses	**3,338**	**619**	(5)
Net cash provided by operating activities	**18,489**	**13,454**	8,010
Cash flows from investing activities			
Capital expenditures	**(822)**	**(3,729)**	(2,491)
Purchase of investments	**(1,108)**	**(1,300)**	—
Sale of investments	**—**	**325**	—
Net cash used in investing activities	**(1,930)**	**(4,704)**	(2,491)
Cash flows from financing activities			
Distributions	**(9,696)**	**(6,084)**	(4,465)
Repayment of related party notes	**(390)**	**—**	—
Repayment of line of credit	**—**	**(1,600)**	(400)
Net cash used in financing activities	**(10,086)**	**(7,684)**	(4,865)
Increase in cash and cash equivalents	**6,473**	**1,066**	654
Cash and cash equivalents, beginning of year	**10,685**	**9,619**	8,965
Cash and cash equivalents, end of year	**$ 17,158**	**$ 10,685**	$ 9,619

See accompanying notes to combined financial statements.

1. Description of Business

Del Monte Capitol Meat Company, TJ Foodservice Company, Inc. and TJ Seafood, LLC (collectively, the “Company” or “Del Monte Meat Company”) are food product distribution companies which are concentrated in northern California. The Company’s customer base consists primarily of menu-driven independent restaurants, fine dining establishments, country clubs, hotels, caterers and culinary schools.

2. Summary of Significant Accounting Policies

Basis of Presentation, Combination and Fiscal Year

The accompanying combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP). The combined financial statements include the accounts of Del Monte Capitol Meat Company, TJ Foodservice Company, Inc. and TJ Seafood, LLC. These entities have been combined for financial reporting purposes as they have common ownership and management. All intercompany transactions and balances have been eliminated in the combination.

The Company operates and reports on a 52 or 53 week fiscal year ending on the last Saturday of December. Fiscal year 2014 ended on December 27, 2014 and included 52 weeks. Fiscal year 2013 ended on December 28, 2013 and included 52 weeks. Fiscal year 2012 ended on December 29, 2012 and included 52 weeks.

Estimates

In preparing financial statements in conformity with U.S. GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include accounts receivables allowances and valuation of long-lived assets. Actual results could differ materially from those estimates.

Revenue Recognition

Revenue from the sale of a product is recognized at the point at which the product is delivered to the customer. Sales discounts are recognized as a reduction of sales.

Cost of Sales

The Company records cost of sales based upon the net purchase price paid for a product, including applicable freight charges incurred to deliver the product to the Company’s warehouse. All other handling and processing costs are included in operating expenses.

Operating Expenses

Operating expenses include the costs of facilities, product handling and replenishment, protein processing costs, delivering, selling and general administrative activities.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of less than three months to be cash equivalents. The Company periodically maintains balances at financial institutions which may exceed Federal Deposit Insurance Corporation (“FDIC”) insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risks on its cash in bank accounts.

Accounts Receivable

Accounts receivable consist of trade receivables from customers and are recorded net of an allowance for doubtful accounts. The allowance for doubtful accounts is determined based upon a number of specific criteria, such as whether a customer has filed for or been placed into bankruptcy, has had accounts referred to outside parties for collections or has had accounts significantly past due.

Inventory

Inventory consists primarily of finished goods, food and related food products held for resale and are valued at the lower of cost (first-in, first-out method) or market.

Concentrations of Credit Risks

Financial instruments that subject the Company to concentrations of credit risk consist of cash and accounts receivables. The Company's policy is to deposit its cash and temporary cash investments with major financial institutions. The Company distributes its food and related products to a customer base that consists primarily of leading menu-driven independent restaurants, fine dining establishments, country clubs, hotels, caterers and culinary schools. To reduce credit risk, the Company performs ongoing credit evaluations of its customers' financial conditions. The Company generally does not require collateral. There is no significant balance or sales with any individual customer.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Expenditures for all maintenance and repairs are charged as operating expenses. Additions, major renewals and replacements that increase the useful lives of assets are capitalized. Amortization of leasehold improvements is computed using the straight-line method over the shorter of the lease term or the estimated useful life of the leasehold improvements.

Impairment of Long-Lived Assets

When events or circumstances indicate the carrying value of a long-lived asset may be impaired, the Company estimates the future undiscounted cash flows to be derived from the asset to assess whether or not a potential impairment exists, in accordance with Accounting Standards Codification ("ASC") Topic 360, *Property, Plant, and Equipment*. If the carrying value exceeds the estimate of future undiscounted cash flows, the impairment is calculated as the excess of the carrying value of the asset over the estimate of its fair value. No long-lived asset impairment was recognized during the years ended December 27, 2014, December 28, 2013 or December 29, 2012.

Employee Benefit Programs

The Company established a retirement plan in accordance with section 401(k) of the Internal Revenue Code. Under the terms of this plan, eligible employees may make voluntary contributions to the extent allowable by law. Employees of the Company are eligible after 90 days of employment to make personal contributions. After one year of employment beginning the first of the next month the Company will make a contribution of 3% of gross compensation. These safe harbor contributions are 100% vested at the time of the contribution. Profit sharing contributions by the Company to this plan are discretionary and will not exceed that allowable for federal income tax purposes. The Company's profit sharing contributions are vested over five years in equal increments. A profit sharing contribution of approximately $108 was made in 2013. No profit sharing contributions were made by the Company to the plan for the years ended 2014 or 2012.

Fair Value of Financial Instruments

The Company applies ASC Topic 820, *Fair Value Measurements and Disclosures* for its financial assets and liabilities. ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. As of December 27, 2014 and December 28, 2013, the Company's financial instruments consist of cash and cash equivalents, investments, accounts receivable, accounts payable, and related party debt. The fair values of cash and cash equivalents, accounts receivable and accounts payable approximate their respective carrying values because of the short maturity of those instruments. The fair value of investments is based on the quoted market prices in active markets. Due to the related party nature, the fair value of related party debt is not determinable.

Income Taxes

Each of the combined entities has elected to be taxed as an S corporation and therefore items of net income and loss are reported on the shareholder's or member's individual income tax returns. Del Monte Capitol Meat Company elected S corporation status in 2001, TJ Foodservice Company, Inc. elected S corporation status in 2008 and TJ Seafood, LLC elected S corporation status at inception in 2011. Any provisions for federal income tax are not included in the Company's financial statements. The provision (benefit) for income taxes in the Statements of Income relates to certain state income taxes.

The Company follows U.S. GAAP guidance for accounting for uncertainty in income tax positions, which contains a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. The Company does not believe that any reserves are required for income taxes, penalties and interest related to uncertain tax positions.

Notes to Combined Financial Statements (in thousands)

3. Inventory

Inventory consists of finished product and is recorded on a first-in, first-out basis. Due to the high turnover rate and low spoilage rate of inventory, at December 27, 2014 and December 28, 2013 the Company did not maintain an inventory reserve.

4. Property and Equipment

Property and equipment are summarized as follows as of December 27, 2014 and December 28, 2013:

	2014	2013	Estimated Useful Lives
Plant equipment	**$ 8,496**	$ 8,435	5 years
Vehicles	**4,422**	4,022	5 years
Leasehold improvements	**1,688**	1,741	3-20 years
Office and computer equipment	**481**	431	3-5 years
Total depreciable property and equipment	**15,087**	14,629	
Less accumulated depreciation and amortization	**(7,782)**	(6,684)	
Net depreciable property and equipment	**7,305**	7,945	
Land	**573**	573	
Net property and equipment	**$ 7,878**	$ 8,518	

Total depreciation and amortization expense was $1,327, $1,388 and $1,063 for the years ended December 27, 2014, December 28, 2013 and December 29, 2012, respectively.

5. Line of Credit

In 2011, the Company entered into a line of credit agreement with Bank of the West. Under the agreement the Company has a revolving line of credit with maximum available credit of $3,000. Amounts borrowed under this facility bear interest at a variable rate based on either the lender's alternative based rate or LIBOR. The interest rate under this line of credit was 3.75% for the years ended December 28, 2013 and December 29, 2012. The line of credit was fully paid and closed in 2013. The Company incurred interest expense in relation to the line of credit of approximately $4 and $79 for the years ended December 28, 2013 and December 29, 2012, respectively.

Notes to Combined Financial Statements (in thousands)

6. Related Party Debt

In 2009 and 2011, the Company entered into promissory notes with the owners of the Company. Interest accrues at 4% per annum on the unpaid balance and is payable annually. The principal is payable on demand and therefore included in current liabilities. The Company can prepay the promissory notes at any time without penalty. The Company incurred interest expense in relation to the promissory notes of approximately $176, $179 and $179 for the years ended December 27, 2014, December 28, 2013 and December 29, 2012, respectively. Interest payable for the related party notes is included in accounts payable and accrued expenses on the combined balance sheets and was $487 and $356 at December 27, 2014 and December 28, 2013, respectively. The Company repaid $390 of related party debt during the year ended December 27, 2014.

7. Investments at Fair Value

The Company follows ASC Topic 820, for financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. ASC 820 defines fair value, establishes a framework for measuring fair value as required by other accounting pronouncements, and expands fair value measurement disclosures. Under the standard, fair value refers to the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the market in which the reporting entity transacts its business. ASC 820 clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability. The statement utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a description of those three levels:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity’s own assumptions.

The Company’s investments are considered Level 1 assets as there are quoted prices in active markets and are the Company’s only assets or liabilities reported at fair value. Investments at fair value are summarized as follows as of December 27, 2014 and December 28, 2013:

	December 27, 2014	December 28, 2013
Common stocks	**$ 3,939**	$ 3,050
Money market	**1,276**	870
Gold coins	**1,080**	1,095
Municipal bonds	**109**	101
Total investments	**$ 6,404**	$ 5,116

Notes to Combined Financial Statements (in thousands)

8. Related Party Transactions

The Company has leases for warehouses and office space in Sacramento and American Canyon, California with family members of the owners of the Company. The Sacramento leases are month to month with monthly payments totaling approximately $21. The American Canyon lease expires in February 2015 with monthly payments totaling approximately $17. For the years ending December 27, 2014, December 28, 2013 and December 29, 2012, rent expense and payments under these leases was $463 each year.

9. Commitments and Contingencies

Leases

The Company leases distribution and office space under several operating leases expiring through 2021. Rent expense under all operating leases amounted to $1,674, $1,109 and $1,254 for the years ended December 27, 2014, December 28, 2013 and December 29, 2012, respectively. Total future minimum rental payments under non-cancellable operating leases with initial or remaining terms in excess of one year as of December 27, 2014, including the American Canyon lease with the related parties discussed in Note 8, are as follows:

Years ended		Rental Payments
2015	$	923
2016		748
2017		746
2018		669
2019		675
Thereafter		1,936
Total	$	5,697

In addition to these minimum rental commitments, certain operating leases provide for payments of insurance, repairs and maintenance and property taxes.

Legal Proceedings

The Company is from time to time involved in ordinary routine litigation incidental to the conduct of its business. The Company regularly reviews all pending litigation matters in which it is involved and establishes reserves deemed appropriate for such litigation matters. Management believes that no presently pending litigation matters are likely to have a material adverse effect on the Company’s financial statements or results of operations, taken as a whole.

10. Subsequent Events

On January 12, 2015, Del Monte Capitol Meat Company, TJ Foodservice Company, Inc. and TJ Seafood LLC entered into a definitive agreement to be purchased by The Chefs' Warehouse for approximately $191,200 including cash, stock and notes.

The Company evaluated subsequent events through February 20, 2015, the date the financial statements were available to be issued.

Exhibit 99.2

Unaudited Condensed Combined Financial Statements of
Del Monte Capitol Meat Company, T.J. Foodservice Company, Inc. and TJ Seafood, LLC

Del Monte Capitol Meat Company

Unaudited Condensed Combined Balance Sheet
(in thousands, except share amounts)

		March 28, 2015
Assets		
Current assets		
Cash and cash equivalents	$	**18,363**
Investments, at fair value		**6,447**
Accounts receivable, net of allowance for doubtful accounts of $14		**19,517**
Inventory		**12,247**
Prepaid expenses and other current assets		**1,141**
Total current assets		**57,715**
Property and equipment, net		**7,566**
Other assets		**746**
Total assets	$	**66,027**
Liabilities and shareholders' and members' equity		
Current liabilities		
Accounts payable and accrued expenses	$	**6,305**
Commitments and contingencies		
Shareholders' and members' equity		
Del Monte Capitol Meat Co. stock (no par value, 50,000 shares authorized, 50,000 shares issued and 50,000 shares outstanding)		**30**
TJ Foodservice Co., Inc. stock (no par value, 200,000 shares authorized, 5,000 shares issued and outstanding)		**50**
TJ Seafood, LLC members' contribution		**2,500**
Retained earnings		**57,142**
Total shareholders' and members' equity		**59,722**
Total liabilities and shareholders' and members' equity	$	**66,027**

See accompanying notes to combined financial statements.

Del Monte Capitol Meat Company

Unaudited Condensed Combined Statements of Income
(in thousands)

For the Thirteen Week Periods Ended	**March 28, 2015**	**March 29, 2014**
Net sales	**$ 58,350**	$ 47,496
Cost of sales	**44,133**	35,669
Gross profit	**14,217**	11,827
Operating expenses	**8,018**	7,203
Income from operations	**6,199**	4,624
Other expense (income)		
Interest expense	**41**	44
Interest income	**(2)**	(25)
Gain on investments	**(43)**	(126)
Total other expense (income)	**(4)**	(107)
Net income	**$ 6,203**	$ 4,731

See accompanying notes to combined financial statements.

Del Monte Capitol Meat Company

Unaudited Condensed Combined Statements of Cash Flows
(in thousands)

For the Thirteen Week Periods Ended	**March 28, 2015**	March 29, 2014
Cash flows from operating activities		
Net income	**$ 6,203**	$ 4,731
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	**352**	521
Loss on sale of equipment	**27**	—
Gain on investments	**(43)**	(126)
Changes in assets and liabilities:		
Accounts receivable	**(603)**	(1,024)
Inventory	**1,945**	1,076
Prepaid expenses and other assets	**320**	97
Accounts payable and accrued expenses	**(45)**	1,236
Net cash provided by operating activities	**8,156**	6,510
Cash flows from investing activities		
Capital expenditures	**(66)**	(10)
Purchase of investments	**—**	(107)
Net cash used in investing activities	**(66)**	(117)
Cash flows from financing activities		
Distributions	**(2,810)**	(3,740)
Repayment of related party notes	**(4,075)**	—
Net cash used in financing activities	**(6,885)**	(3,740)
Increase in cash and cash equivalents	**1,205**	2,653
Cash and cash equivalents, beginning of period	**17,158**	10,685
Cash and cash equivalents, end of period	**$ 18,363**	$ 13,338

See accompanying notes to combined financial statements.

1. Description of Business

Del Monte Capitol Meat Co., Inc., TJ Foodservice Co., Inc. and TJ Seafood, LLC (collectively, the "Company" or "Del Monte Meat Company") are food product distribution companies which are concentrated in northern California. The Company's customer base consists primarily of menu-driven independent restaurants, fine dining establishments, country clubs, hotels, caterers and culinary schools.

2. Summary of Significant Accounting Policies

Basis of Presentation, Combination and Fiscal Year

The accompanying unaudited combined financial statements have been prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP) and with the rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial information. Accordingly, the statements do not include all information and footnotes required by U.S. GAAP for annual financial statements. In the opinion of our management, such interim financial statements reflect all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of financial position, results of operations and cash flows for such periods. The results for the 13 weeks period ending March 28, 2015 is not necessarily indicative of the results that may be expected for the full fiscal year or future operating periods. The unaudited combined financial statements include the accounts of Del Monte Capitol Meat Co., T.J. Foodservice Co., Inc. and TJ Seafood, LLC. These entities have been combined for financial reporting purposes as they have common ownership and management. All intercompany transactions and balances have been eliminated in the combination.

The Company operates and reports on a 52 or 53 week fiscal year ending on the last Saturday of December. The first quarter of fiscal year 2015 ended on March 28, 2015 and included 13 weeks. The first quarter of fiscal year 2014 ended on March 29, 2014 and included 13 weeks.

Estimates

In preparing financial statements in conformity with U.S. GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include accounts receivables allowances and valuation of long-lived assets. Actual results could differ materially from those estimates.

Revenue Recognition

Revenue from the sale of a product is recognized at the point at which the product is delivered to the customer. Sales discounts are recognized as a reduction of sales.

Cost of Sales

The Company records cost of sales based upon the net purchase price paid for a product, including applicable freight charges incurred to deliver the product to the Company's warehouse. All other handling and processing costs are included in operating expenses.

Operating Expenses

Operating expenses include the costs of facilities, product handling and replenishment, protein processing costs, delivering, selling and general administrative activities.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of less than three months to be cash equivalents. The Company periodically maintains balances at financial institutions which may exceed Federal Deposit Insurance Corporation ("FDIC") insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risks on its cash in bank accounts.

Accounts Receivable

Accounts receivable consist of trade receivables from customers and are recorded net of an allowance for doubtful accounts. The allowance for doubtful accounts is determined based upon a number of specific criteria, such as whether a customer has filed for or been placed into bankruptcy, has had accounts referred to outside parties for collections or has had accounts significantly past due.

Inventory

Inventory consists primarily of finished goods, food and related food products held for resale and are valued at the lower of cost (first-in, first-out method) or market.

Concentrations of Credit Risks

Financial instruments that subject the Company to concentrations of credit risk consist of cash and accounts receivables. The Company's policy is to deposit its cash and temporary cash investments with major financial institutions. The Company distributes its food and related products to a customer base that consists primarily of leading menu-driven independent restaurants, fine dining establishments, country clubs, hotels, caterers and culinary schools. To reduce credit risk, the Company performs ongoing credit evaluations of its customers' financial conditions. The Company generally does not require collateral. There is no significant balance or sales with any individual customer.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Expenditures for all maintenance and repairs are charged as operating expenses. Additions, major renewals and replacements that increase the useful lives of assets are capitalized. Amortization of leasehold improvements is computed using the straight-line method over the shorter of the lease term or the estimated useful life of the leasehold improvements.

Impairment of Long-Lived Assets

When events or circumstances indicate the carrying value of a long-lived asset may be impaired, the Company estimates the future undiscounted cash flows to be derived from the asset to assess whether or not a potential impairment exists, in accordance with Accounting Standards Codification ("ASC") Topic 360, *Property, Plant, and Equipment*. If the carrying value exceeds the estimate of future undiscounted cash flows, the impairment is calculated as the excess of the carrying value of the asset over the estimate of its fair value. No long-lived asset impairment was recognized during the thirteen weeks ended March 28, 2015 and March 29, 2014.

Employee Benefit Programs

The Company established a retirement plan in accordance with section 401(k) of the Internal Revenue Code. Under the terms of this plan, eligible employees may make voluntary contributions to the extent allowable by law. Employees of the Company are eligible after 90 days of employment to make personal contributions. After one year of employment beginning the first of the next month the Company will make a contribution of 3% of gross compensation. These safe harbor contributions are 100% vested at the time of the contribution. Profit sharing contributions by the Company to this plan are discretionary and will not exceed that allowable for federal income tax purposes. The Company's profit sharing contributions are vested over five years in equal increments. No profit sharing contributions were made by the Company to the plan for the thirteen weeks ended March 28, 2015 and March 29, 2014.

Fair Value of Financial Instruments

The Company applies ASC Topic 820, *Fair Value Measurements and Disclosures* for its financial assets and liabilities. ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. As of March 28, 2015, the Company's financial instruments consist of cash and cash equivalents, investments, accounts receivable, accounts payable, and related party debt. The fair values of cash and cash equivalents, accounts receivable and accounts payable approximate their respective carrying values because of the short maturity of those instruments. The fair value of investments is based on the quoted market prices in active markets. Due to the related party nature, the fair value of related party debt is not determinable.

Income Taxes

Each of the combined entities that is a corporation has elected to be taxed as an S corporation and therefore items of net income and loss are reported on the shareholder's individual income tax returns. Del Monte Capitol Meat Co. elected S corporation status in 2001, T.J. Foodservice Co., Inc. elected S corporation status in 2008. TJ Seafood, LLC is a limited liability company with items of net income and loss reported on its members' individual tax returns. Any provisions for federal income tax are not included in the Company's financial statements.

Notes to Condensed Combined Financial Statements (unaudited) (in thousands)

The Company follows U.S. GAAP guidance for accounting for uncertainty in income tax positions, which contains a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement. The Company does not believe that any reserves are required for income taxes, penalties and interest related to uncertain tax positions.

3. Inventory

Inventory consists of finished product and is recorded on a first-in, first-out basis. Due to the high turnover rate and low spoilage rate of inventory, at March 28, 2015 the Company did not maintain an inventory reserve.

4. Property and Equipment

Property and equipment are summarized as follows as of March 28, 2015:

		March 28, 2015	Estimated Useful Lives
Plant equipment	**$**	**8,517**	5 years
Vehicles		**4,433**	5 years
Leasehold improvements		**1,688**	3-20 years
Office and computer equipment		**483**	3-5 years
Total depreciable property and equipment		**15,121**	
Less accumulated depreciation and amortization		**(8,104)**	
Net depreciable property and equipment		**7,017**	
Land		**573**	
Net property and equipment	**$**	**7,566**	

Total depreciation and amortization expense was $352 and $521 for the thirteen weeks ended March 28, 2015 and March 29, 2014, respectively.

Notes to Condensed Combined Financial Statements (unaudited) (in thousands)

5. Related Party Debt

In 2009 and 2011, the Company entered into promissory notes with the owners of the Company. Interest accrued at 4% per annum on the unpaid balance and is payable annually. The principal is payable on demand and therefore included in current liabilities. The Company can prepay the promissory notes at any time without penalty. The Company incurred interest expense in relation to the promissory notes of approximately $41 and $44 for the thirteen weeks ended March 28, 2015 and March 29, 2014, respectively. Interest payable for the related party notes is included in accounts payable and accrued expenses on the combined balance sheets and was $0 at March 28, 2015. The Company repaid $4,075 of related party debt and $487 of related party interest payable during the thirteen weeks ended March 28, 2015.

6. Investments at Fair Value

The Company follows ASC Topic 820, for financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. ASC 820 defines fair value, establishes a framework for measuring fair value as required by other accounting pronouncements, and expands fair value measurement disclosures. Under the standard, fair value refers to the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the market in which the reporting entity transacts its business. ASC 820 clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability. The statement utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a description of those three levels:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity’s own assumptions.

The Company’s investments are considered Level 1 assets as there are quoted prices in active markets and are the Company’s only assets or liabilities reported at fair value. Investments at fair value are summarized as follows as of March 28, 2015:

	March 28, 2015	
Common stocks	$	4,135
Gold coins		1,082
Money market		926
Municipal bonds		304
Total investments	$	6,447

Notes to Condensed Combined Financial Statements (unaudited) (in thousands)

7. Related Party Transactions

The Company has leases for warehouses and office space in Sacramento and American Canyon, California with family members of the owners of the Company. The Sacramento and American Canyon leases are month to month with monthly payments totaling approximately $21 and $17, respectively. For the thirteen weeks ending March 28, 2015 and March 29, 2014, rent expense and payments under these leases was $114 each period.

8. Commitments and Contingencies

Leases

The Company leases distribution and office space under several operating leases expiring through 2021. Rent expense under all operating leases amounted to $399 and $439 for the thirteen weeks ended March 28, 2015 and March 29, 2014, respectively. Total future minimum rental payments under non-cancellable operating leases with initial or remaining terms in excess of one year as of March 28, 2015, including the American Canyon lease with the related parties discussed in Note 7, are as follows:

Years ended		Rental Payments
2015 (nine months remaining)	$	638
2016		748
2017		746
2018		669
2019		675
Thereafter		1,936
Total	$	5,412

In addition to these minimum rental commitments, certain operating leases provide for payments of insurance, repairs and maintenance and property taxes.

Legal Proceedings

The Company is from time to time involved in ordinary routine litigation incidental to the conduct of its business. The Company regularly reviews all pending litigation matters in which it is involved and establishes reserves deemed appropriate for such litigation matters. Management believes that no presently pending litigation matters are likely to have a material adverse effect on the Company’s financial statements or results of operations, taken as a whole.

9. Transactions

On January 12, 2015, Del Monte Capitol Meat Co., T.J. Foodservice Co., Inc. and TJ Seafood, LLC entered into definitive agreements to be purchased by The Chefs' Warehouse for approximately $191,200 including cash, stock and notes. This transaction closed on April 6, 2015.

10. Subsequent Events

The Company evaluated subsequent events through May 19, 2015, the date the financial statements were available to be issued.

Exhibit 99.3

The Chefs' Warehouse, Inc.

Unaudited Pro Forma Condensed Combined Financial Information

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION RELATING TO THE PURCHASE

The unaudited pro forma condensed combined financial information has been prepared using the purchase method of accounting, giving effect to the merger of Del Monte Capitol Meat Co. with and into a wholly owned subsidiary of The Chefs' Warehouse, Inc. (the "Company", "Chefs'", "we", or "us") and the purchase by a separate wholly owned subsidiary of the Company of substantially all the assets of T.J. Foodservice Co., Inc. and TJ Seafood, LLC (collectively, the "Del Monte Entities"), which was completed on April 6, 2015 (the "purchase"). The unaudited pro forma condensed combined statements of operations for the year ended December 26, 2014 and the thirteen weeks ended March 27, 2015 and March 28, 2014 give effect to the purchase as if the purchase had been completed on December 28, 2013. The unaudited pro forma combined balance sheet at March 27, 2015 gives effect to the purchase as if the purchase had been completed on March 27, 2015. The unaudited pro forma condensed combined financial information is presented for illustrative purposes only and is not necessarily indicative of the results of operations or financial condition of the combined company had the purchase been completed on the date described above, nor is it necessarily indicative of the future results of operations or financial position of the combined company.

The pro forma financial information includes adjustments to record assets and liabilities of the Del Monte Entities at their estimated respective fair values based on available information and to give effect to the financing for the purchase and related transactions. The pro forma adjustments included herein are subject to change depending on changes in the components of assets and liabilities and as additional analyses are performed. Moreover, the actual purchase price for the Del Monte Entities is subject to adjustments based on the final calculation of the Del Monte Entities' net working capital as of the closing and the Del Monte Entities' adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA") for the fiscal year ended December 27, 2014, with any adjustments based on the Del Monte Entities' net working capital payable in cash and any adjustments based on the Del Monte Entities' Adjusted EBITDA payable in a mix of cash, convertible notes and contingent earnout consideration. The preliminary purchase price may be increased or decreased based upon the final post-closing purchase price adjustments. The final allocation of the purchase price for the Del Monte Entities will be determined after completion of a thorough analysis to determine the fair value of the Del Monte Entities' tangible and identifiable intangible assets and liabilities as of the date the purchase was completed. Increases or decreases in the purchase price and/or the estimated fair values of the net assets as compared with the information shown in the unaudited pro forma condensed combined financial information may change the amount of the purchase price allocated to goodwill and other assets and liabilities, and may impact the Company's statement of operations in future periods. Any changes to the Del Monte Entities' shareholders' and members' equity, including results of operations from March 27, 2015, through the date the purchase was completed, will also change the purchase price allocation, which may include the recording of a higher or lower amount of goodwill. The final adjustments may be materially different from the unaudited pro forma adjustments presented herein.

The Company anticipates that the purchase will provide the combined company with financial benefits that include increased sales, additional customers, expanded geographic reach and enhanced capabilities in the center-of-the-plate protein category. The unaudited pro forma condensed combined financial information is based on a number of assumptions and estimates and is subject to uncertainties, and that information does not purport to be indicative of the actual results of operations or financial condition that would have occurred had the transactions described herein in fact occurred on the dates indicated, nor does it purport to be indicative of the results of operations or financial condition that we may achieve in the future. Such information does not reflect any cost savings from operating efficiencies, synergies or restructurings that could result from the purchase. Additionally, the unaudited pro forma condensed combined financial information does not reflect additional revenue opportunities following the purchase nor does it reflect any additional overhead and infrastructure costs needed to fully integrate the Del Monte Entities into the Company. Accordingly, the unaudited pro forma condensed combined financial information does not attempt to predict or suggest future results.

The unaudited pro forma condensed combined statement of operations for the fifty-two weeks ended December 26, 2014 combines the Company's consolidated historical results of operations for the fifty-two weeks ended December 26, 2014 with the combined historical results of operations of the Del Monte Entities for their fiscal year ended December 27, 2014. The unaudited pro forma condensed combined statement of operations for the thirteen weeks ended March 27, 2015 and March 28, 2014 combines the Company's consolidated historical results of operations for those thirteen-week periods with the combined historical results of operations of the Del Monte Entities for the thirteen weeks ended March 28, 2015 and the thirteen weeks ended March 29, 2014. The unaudited pro forma condensed combined balance sheet data as of March 27, 2015 combines the Company's consolidated historical balance sheet as of that date with the combined historical balance sheet of the Del Monte Entities as of March 28, 2015 and gives effect to the transactions described above as if those transactions had been completed as of March 27, 2015.

Unaudited Pro Forma Condensed Combined Balance Sheet as of March 27, 2015 (in thousands)

	Chefs' historical	Del Monte Entities historical	Pro forma adjustments	Note	Pro forma combined
ASSETS					
Cash and cash equivalents	$ 1,960	$ 18,363	$ (18,363)	4a	$ 1,960
Investments	—	6,447	(6,447)	4a	—
Accounts receivable, net	92,829	19,517	—		112,346
Inventories, net	71,046	12,247	—		83,293
Deferred taxes, net	4,529	—	—		4,529
Prepaid expenses and other assets	7,480	1,141	—		8,621
Total current assets	**177,844**	**57,715**	**(24,810)**		**210,749**
Equipment and leasehold improvements, net	55,192	7,566	(1,362)	4b	61,396
Software costs, net	5,100	—	—		5,100
Goodwill	78,449	—	69,767	4c	148,216
Intangible assets, net	48,996	—	101,583	4c	150,579
Other assets	4,753	746	—		5,499
Total assets	**$ 370,334**	**$ 66,027**	**$ 145,178**		**$ 581,539**
LIABILITIES AND STOCKHOLDERS' AND MEMBERS' EQUITY					
Accounts payable	$ 43,972	$ 6,305	$ —		$ 50,277
Accrued liabilities	15,594	—	—		15,594
Accrued compensation	3,965	—	—		3,965
Current portion of long-term debt	7,580	—	—		7,580
Total current liabilities	**71,111**	**6,305**	**—**		**77,416**
Long-term debt, net of current portion	136,672	—	125,845	4d	262,517
Convertible subordinated notes	—	—	36,750	4e	36,750
Deferred taxes, net	7,972	—	—		7,972
Other liabilities and deferred credits	6,876	—	20,392	4f	27,268
Total liabilities	**222,631**	**6,305**	**182,987**		**411,923**
Common stock	251	80	(69)	4g	262
Additional paid-in capital	98,068	—	24,902	4g	122,970
Members' contribution	—	2,500	(2,500)	4g	—
Cumulative foreign currency translation adjustment	(854)	—	—		(854)
Retained earnings	50,238	57,142	(60,142)	4g	47,238
Total stockholders' and members' equity	**147,703**	**59,722**	**(37,809)**		**169,616**
Total liabilities and stockholders' and members' equity	**$ 370,334**	**$ 66,027**	**$ 145,178**		**$ 581,539**

See accompanying notes to unaudited pro forma condensed combined financial information.

Unaudited Pro Forma Condensed Combined Statement of Operations for the Thirteen Weeks Ended March 27, 2015 (in thousands, except share and per share data)

	Chefs' historical	Del Monte Entities historical	Pro forma adjustments	Note	Pro forma combined
Net sales	$ 198,876	$ 58,350	$ (5,177)	5a	$ 252,049
Cost of sales	148,537	44,133	(5,068)	5a	187,602
Gross profit	50,339	14,217	(109)		64,447
Operating expenses	47,199	8,018	979	5b	56,196
Operating income	3,140	6,199	(1,088)		8,251
Interest expense, net	1,836	39	1,491	5c	3,366
Gain on investments	—	(43)	43	5d	—
Gain on sale of assets	(349)	—	—		(349)
Income before income taxes	1,653	6,203	(2,622)		5,234
Provision for income taxes	686	—	1,486	5e	2,172
Net income	$ 967	$ 6,203	$ (4,108)		$ 3,062
Net income per share					
Basic	$ 0.04	$ —	$ —		$ 0.12
Diluted	0.04	—	—		0.12
Weighted-average common shares outstanding					
Basic	24,666,557	—	1,113,636		25,780,193
Diluted	24,722,275	—	2,351,010	5f	27,073,285

See accompanying notes to unaudited pro forma condensed combined financial information.

Unaudited Pro Forma Condensed Combined Statement of Operations for the Thirteen Weeks Ended March 28, 2014 (in thousands, except share and per share data)

	Chefs' historical	Del Monte Entities historical	Pro forma adjustments	Note	Pro forma combined
Net sales	$ 187,183	$ 47,496	$ —		$ 234,679
Cost of sales	141,115	35,669	—		176,784
Gross profit	46,068	11,827	—		57,895
Operating expenses	42,317	7,203	2,054	5b	51,574
Operating income	3,751	4,624	(2,054)		6,321
Interest expense, net	2,059	19	1,488	5c	3,566
Gain on investments	—	(126)	126	5d	—
Income before income taxes	1,692	4,731	(3,668)		2,755
Provision for income taxes	703	—	441	5e	1,144
Net income	$ 989	$ 4,731	$ (4,109)		$ 1,611
Net income per share					
Basic	$ 0.04	$ —	$ —		$ 0.06
Diluted	0.04	—	—		0.06
Weighted-average common shares outstanding					
Basic	24,618,054	—	1,113,636	5f	25,731,690
Diluted	24,839,563	—	1,113,636		25,953,199

See accompanying notes to unaudited pro forma condensed combined financial information.

Unaudited Pro Forma Condensed Combined Statement of Operations for the Fifty-Two Weeks Ended December 26, 2014 (in thousands, except share and per share data)

	Chefs' historical	Del Monte Entities historical	Pro forma adjustments	Note	Pro forma combined
Net sales	$ 836,625	$ 218,561	$ —		$ 1,055,186
Cost of sales	630,573	162,924	—		793,497
Gross profit	206,052	55,637	—		261,689
Operating expenses	173,042	33,726	8,426	5b	215,194
Operating income	33,010	21,911	(8,426)		46,495
Interest expense, net	8,167	145	5,982	5c	14,294
Gain on investments	—	(180)	180	5d	—
Gain on sale of assets	(5)	—	—		(5)
Income before income taxes	24,848	21,946	(14,588)		32,206
Provision for income taxes	10,633	30	2,965	5e	13,628
Net income	$ 14,215	$ 21,916	$ (17,553)		$ 18,578
Net income per share					
Basic	$ 0.58	$ —	$ —		$ 0.72
Diluted	0.57	—	—		0.70
Weighted-average common shares outstanding					
Basic	24,638,135	—	1,113,636	5f	25,751,771
Diluted	24,844,565	—	2,351,010		27,195,575

See accompanying notes to unaudited pro forma condensed combined financial information.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION (in thousands)

1. Description of the transaction

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

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

The aggregate purchase price paid by the Buyer Parties at the closing of the Transactions was approximately $184,500, including the impact of an initial net working capital adjustment which is subject to a post-closing working capital adjustment true up and confirmation of Sellers' and Target's adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA"), as calculated based on Sellers' and Target's audited financial statements for the fiscal year ended December 27, 2014, as described in the Agreements and of which approximately $123,900 was paid in cash through cash on hand, the proceeds from the issuance of $25,000 principal amount of 5.80% Series B Guaranteed Senior Secured Notes due 2020 to The Prudential Insurance Company of America and certain of its affiliates, and additional borrowings under the revolving portion of the Company's Amended and Restated Credit Agreement, as amended. The remaining approximately $60,600 consisted of (i) approximately 1.1 million shares of the Company's common stock (valued at $21.43 per share) and (ii) approximately $36,750 in aggregate principal amounts of convertible subordinated notes with a six-year maturity bearing interest at 2.5% per annum with a conversion price of $29.70 per share issued to the Sellers (the "Convertible Subordinated Notes"). Buyer may, in certain instances beginning one year following the closing, redeem the Convertible Subordinated Notes for cash or in shares of the Company's common stock. Moreover, Buyer may pay the outstanding principal amount due and owing under the Convertible Subordinated Notes at maturity in either cash or shares of the Company's common stock. The Convertible Subordinated Notes, which are subordinate to the Company's and its subsidiaries' senior debt, are convertible into shares of the Company's common stock by the Sellers at any time.

The Company will also pay additional contingent consideration, if earned, in the form of an earn-out amount which totals approximately $24,500 (the "Earn-Out Amount") to Sellers, but payment of which is subject to certain conditions and the successful achievement of Adjusted EBITDA targets for the Del Monte Entities and improvements in certain operating metrics for the Company's protein business over the six years following the closing of the Acquisition, pursuant to the terms of an Earn-Out Agreement, dated April 6, 2015, by and among the Company, Buyer, Sellers, and John DeBenedetti, as the Sellers' Representative.

2. Basis of preparation

The unaudited pro forma condensed combined financial information has been derived from the historical financial information of the Company and the Del Monte Entities and was prepared using the acquisition method of accounting in accordance with the Financial Accounting Standards Board's Accounting Standards Codification ("ASC") 805, Business Combinations, and uses the fair value concepts defined in ASC 820, Fair Value Measurements and Disclosures. ASC 805 requires, among other things, that all assets acquired and liabilities assumed be recognized at their fair values as of the purchase date. In addition, ASC 805 establishes that the consideration transferred be measured at the closing date of the purchase at the then-current market price. The pro forma adjustments are preliminary and have been made solely for the purpose of providing unaudited pro forma condensed combined financial information. The Company anticipates that the values assigned to the assets acquired and liabilities assumed will be finalized during the measurement period following the April 6, 2015 closing date.

The unaudited pro forma condensed combined financial information does not reflect any cost savings from operating efficiencies, synergies or restructurings that could result from the purchase. Additionally, the unaudited pro forma condensed combined financial information does not reflect additional revenue opportunities following the purchase or additional overhead and infrastructure costs necessary to fully integrate the Del Monte Entities into the Company.

The historical financial statements for the Del Monte Entities are as of March 28, 2015, and for the year ended December 27, 2014 and for the thirteen weeks ended March 28, 2015 and March 29, 2014.

3. *Purchase accounting*

The following is a preliminary estimate of the assets acquired and the liabilities assumed by the Company in the Transactions, reconciled to the estimate of consideration transferred:

Purchase Consideration	$	184,508
Recognized amounts of identifiable assets acquired and liabilities assumed:		
Accounts receivable, net	$	19,517
Inventories, net		12,247
Prepaid expenses and other current assets		1,141
Property and equipment, net		6,204
Other assets		746
Accounts payable and accrued expenses		(6,305)
Estimated earn-out liability		(20,392)
Identified intangible assets		101,583
Net recognized amounts of identifiable assets acquired	$	114,741
Goodwill	$	69,767

a) Intangible assets: As of the effective date of the Transactions, intangible assets are required to be measured at fair value and these acquired assets could include assets that are not intended to be used or sold or that are intended to be used in a manner other than their highest and best use. For purposes of the unaudited pro forma condensed combined financial information, the Company assumed that all assets will be used in a manner that represents their highest and best use from a market participant's perspective. The Company is in the process of evaluating the fair value of the intangible assets acquired as of the acquisition date. Based upon its initial analysis the Company believes total identifiable intangible assets will be approximately $101,583 and have a life of approximately ten years.

At this time, the Company estimates of the fair values of intangible assets are still subject to considerable uncertainty, as substantial amounts of the Del Monte Entities' data must be thoroughly analyzed before more precise valuations can be determined. The Company anticipates that these analyses will be completed during the measurement period following the closing date.

For each 1% change in the valuation of the underlying definite lived intangible assets, the Company estimates that annual amortization expense would increase or decrease by approximately $102, assuming a ten year useful life. To the extent that the useful lives of the underlying definite lived intangible assets were to increase or decrease by one year, the Company estimates that its annual amortization expense would decrease or increase by approximately $923 or $1,129, respectively.

b) Property and equipment: As of the effective date of the Transactions all property and equipment are required to be measured at fair value. The acquired assets can include assets that are intended to be used in a manner other than their highest and best use. For purposes of the pro forma condensed combined financial information, the Company assumed an in-use premise for all property and equipment in its estimation of fair value. This estimation was determined using cost-based and market-based appraisal methodologies considering the costs associated with the historical purchase of the property and equipment, market prices for similar assets, and estimates of the property and equipment's age, economic life, and other relevant characteristics. At this time, the Company has not completed the analysis required to be able to estimate all inputs required to perform the fair value estimates with certainty. The Company anticipates that these analyses will be completed during the measurement period following the closing date. The estimated remaining weighted-average useful lives of the underlying property and equipment are estimated to be 5 years.

For each 1% change in the valuation of the underlying depreciable property and equipment, the Company estimates that annual depreciation and amortization expense would increase or decrease by $12, assuming a weighted-average useful life of 5 years. To the extent that the useful lives of all the underlying depreciable property and equipment were to increase or decrease by one year, the Company estimates that annual depreciation and expense would decrease or increase by approximately $207 or $310, respectively.

c) Long-term debt: As of the effective date of the transactions, all of the Del Monte Entities' debt was repaid in full. The Transactions were financed with funds drawn from the Company's revolving credit facilities equal to $98,893, the issuance of convertible subordinated notes totaling $36,750 and the issuance of senior secured notes equal to $25,000. The Company also drew down $1,952 from its revolving credit facility to pay transaction-related bonuses and the related withholding taxes on those transaction-related bonuses that were paid in shares of the Company's common stock where the recipient paid the withholding taxes by surrendering a portion of the shares. The convertible notes pay interest at 2.5% per annum and the senior secured notes pay interest at 5.8% per annum. The Company used an interest rate of 3.8% to estimate interest expense on borrowings from the revolving credit facility. For each one-eighth percent increase or decrease in the interest rate on the revolving credit facility, the Company estimates that annual interest expense would increase or decrease by approximately $126.

d) Goodwill: Goodwill is calculated as the difference between the acquisition date fair value of the estimated consideration paid and the values assigned to the assets acquired and liabilities assumed. Goodwill is not amortized but is generally subject to an impairment test annually or more frequently if an event or circumstance indicates that an impairment loss may have been incurred. The level of goodwill expected to result from the Transactions is primarily reflective of the Del Monte Entities' going-concern value, the value of the Del Monte Entities' assembled workforce, new customer relationships expected to arise from the purchase, and operational synergies that the Company expects to achieve that would not be available to other market participants.

The premium in the purchase price paid by the Company for the acquisition of the Del Monte Entities reflects the creation of a leading specialty food distributor with a more attractive business mix, greater scale and enhanced growth prospects.

4. Pro forma balance sheet adjustments

a. To record disbursement of the Del Monte Entities' cash and investments to the prior owners.

b. To remove fixed assets that were not acquired as part of the Transactions.

c. Reflects recording of goodwill and intangible assets for the Transactions.

d. Reflects cash paid to the Del Monte Entities' owners at closing plus the cash paid related to all transaction-related bonuses. This is reflected as a drawdown on the Company's revolving credit facility.

e. Reflects recording of convertible subordinated notes issued as part of the consideration for the Acquisition.

f. Reflects the estimated fair value of the earnout liability for the Acquisition.

g. To record elimination of the Del Monte Entities' historical equity, record shares issued as part of the consideration in the Merger of $23,865 and record shares issued to certain of the Company's employees as transaction-related bonuses, net of shares surrendered for withholding taxes of $1,048.

5. P ro forma statement of operations adjustments

a. Represents elimination of sales and related cost of sales for transactions between the Del Monte Entities and the Company during the thirteen weeks ended March 27, 2015.

b. Represents the removal of the Del Monte Entities' historical depreciation and amortization ($1,327 for the year ended December 26, 2014, $352 for the thirteen weeks ended March 27, 2015 and $521 for the thirteen weeks ended March 28, 2014), the removal of transaction costs ($547 for the year ended December 26, 2014, $1,244 for the thirteen weeks ended March 27, 2015 and none for the thirteen weeks ended March 28, 2014), the removal of compensation cost for the Del Monte Entities' executives who will not be employed by the Company, and/or will have their annual compensation adjusted as part of the Transactions ($2,119 for the year ended December 26, 2014 and $530 for both the thirteen weeks ended March 27, 2015 and March 28, 2014), the addition of estimated depreciation cost on the Del Monte Entities' assets acquired ($1,241 for the year ended December 26, 2014 and $310 for both the thirteen weeks ended March 27, 2015 and March 28, 2014), the addition of estimated amortization of intangible assets acquired ($10,158 for the year ended December 26, 2014 and $2,540 for both the thirteen weeks ended March 27, 2015 and March 28, 2014) and the addition of estimated accretion in the fair value of the contingent earnout obligation ($1,020 for the year ended December 26, 2014 and $255 for both the thirteen weeks ended March 27, 2015 and March 28, 2014). After closing the Transactions, the Company paid approximately $3,000 to certain of its employees in a combination of stock and cash as transaction-related bonuses. These bonuses are non-recurring and therefore not reflected in the pro forma statements of operations.

c. Represents the removal of the Del Monte Entities' historical interest expense ($145 for the year ended December 26, 2014, $41 for the thirteen weeks ended March 27, 2015 and $44 for the thirteen weeks ended March 28, 2014) and recording interest expense on the convertible subordinated notes ($919 for the year ended December 26, 2014 and $230 for both the thirteen weeks ended March 27, 2015 and March 28, 2014), senior secured notes ($1,450 for the year ended December 26, 2014 and $362 for both the thirteen weeks ended March 27, 2015 and March 28, 2014) and revolving credit facility borrowings ($3,758 for the year ended December 26, 2014 and $940 for both the thirteen weeks ended March 27, 2015 and March 28, 2014) used to finance the Transactions and pay the transaction-related bonuses described above. Amounts do not reflect any additional infrastructure costs to transition the Del Monte Entities into a public company entity.

d. Represents the removal of investment income recorded by the Del Monte Entities ($180 for the year ended December 26, 2014, $43 for the thirteen weeks ended March 27, 2015 and $126 for the thirteen weeks ended March 28, 2014).

e. Represents elimination of historical tax expense recorded by the Del Monte Entities and the recording of an effective tax rate of 40.7%, 41.5% and 41.5% on incremental income for the combined entity for the year ended December 26, 2014 and for the 13 weeks ended March 27, 2015 and March 28, 2014, respectively.

f. The Convertible Subordinated Notes were deemed antidilutive for the thirteen weeks ended March 28, 2014 and, therefore, their impact was excluded from the calculation of earnings per share. For the thirteen weeks ended March 27, 2015, there is an addback of interest expense net of tax of $134 to calculate fully diluted earnings per share. For the fifty-two weeks ended December 26, 2014, there is an addback of interest expense net of tax of $545 to calculate fully diluted earnings per share.